



May 14, 2024

**VIA ELECTRONIC FILING**

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

**Re: Revisions to Section II of the ISO New England Inc. Transmission, Markets and Services Tariff Related to Compliance with Order Nos. 2023 and 2023-A; Docket Nos. ER24-\_\_\_\_-000**

Dear Acting Secretary Reese:

Pursuant to Section 205 of the Federal Power Act (“FPA”)<sup>1</sup> and Part 35 of the Federal Energy Regulatory Commission’s (“Commission”) regulations,<sup>2</sup> ISO New England Inc. (the “ISO” of “ISO-NE”)<sup>3</sup> joined by the New England Power Pool (“NEPOOL”) Participants Committee, and the Participating Transmission Owners Administrative Committee (“PTO AC”) on behalf of the New England Participating Transmission Owners (“PTOs”) (together, the “Filing Parties”)<sup>4</sup> hereby jointly submit proposed revisions to Section II of the Tariff that harmonize the Small Generator Interconnection Procedures (“SGIP”), Elective Transmission Upgrade (“ETU”) Interconnection Procedures (“ETUIP”), and Regional Transmission Service rules with the changes

---

<sup>1</sup> 16 U.S.C. § 824d.

<sup>2</sup> 18 C.F.R. § 35.13.

<sup>3</sup> Capitalized terms used but not otherwise defined in this filing have the meanings ascribed thereto in Section I.2.2 of the ISO’s Transmission, Markets and Services Tariff (the “Tariff”). Section II of the Tariff contains the Open Access Transmission Tariff (the “OATT”).

<sup>4</sup> Under New England’s Regional Transmission Organization (“RTO”) arrangements. The rights under Section 205 of the FPA to modify Schedule 23 and 25 of the OATT are shared by the ISO and the PTOs in the manner specified in Article 3.04 of the Transmission Operating Agreement between the ISO and the PTOs (the “TOA”). NEPOOL, which pursuant to the Participants Agreement provides the sole Participant Processes for advisory voting on ISO matters, supported the changes reflected in this filing and, accordingly, joins in this Section 205 filing.

proposed in the ISO's Order Nos. 2023 and 2023-A compliance filing submitted contemporaneously with this filing, which implements the Commission's directives in those orders.<sup>5</sup> The proposed revisions filed herein are collectively referred to as the "Order No. 2023 Related Changes." The Order No. 2023 Related Changes are supported by the Affidavit of Alan F. McBride, the ISO's Executive Director of Transmission Services and Resource Qualification.

The Filing Parties submit this filing, pursuant to Section 205 of the FPA, as a companion to the Filing Parties' concurrent filing of proposed revisions to Sections I, II and II of the Tariff to comply with the Commission's Order Nos. 2023 and 2023-A, issued in Docket No. RM22-14-000. The Tariff revisions to comply with Order Nos. 2023 and 2023-A are referred to, collectively, as the "Order No. 2023 Revisions." As explained in Section V of this letter, a significant change required by Order Nos. 2023 and 2023-A is to discontinue the serial first-come, first-served interconnection process and move to a first-ready, first-served cluster study process with readiness requirements, withdrawal penalties, and cost allocation methods for Large Generating Facilities. Under this process, all Interconnection Requests included in the cluster are considered *equally* queued. While Order Nos. 2023 and 2023-A limited this change to Large Generating Facilities, in order to implement it, the ISO must unravel certain complex constructs developed since Order No. 2003<sup>6</sup> to address unique challenges in the region, all of which were designed around the long-standing serial queue construct under which each individual Interconnection Request is considered *separately* queued for study and cost allocation purposes. And, although the rules governing Small Generating Facility and ETU interconnections to the New England system are not set forth in the same Tariff schedule as the Large Generating Facilities, all Interconnection Requests are processed under a single integrated queue, and are currently subject to the same rules that Order Nos. 2023 and 2023-A's Cluster Study Process unravels.

In the instant filing, the Filing Parties propose changes to aspects of the Tariff impacted by the changes required to comply with Order Nos. 2023 and 2023-A, but that may be considered outside the orders' compliance obligations. These changes include revisions to the SGIP in Schedule 23 beyond those explicitly required in Order Nos. 2023 in order to align Schedule 23's SGIP with the Large Generator Interconnection Procedures ("LGIP") in Schedule 22 and include Small Generating Facilities in the new Cluster Study Process, revisions to Schedule 25 to ensure it remains aligned with Schedule 22 and include ETUs in the Cluster Study Process, and revisions to Sections II.19 and II.34 of the OATT to require that System Impact Studies related to Regional Transmission Service requests take place in the Cluster Study incorporated as part of the Cluster Study Process. This filing proposes changes that are limited to the Tariff provisions that may be

---

<sup>5</sup> *Improvements to Generator Interconnection Procedures and Agreements*, Order No. 2023, 184 FERC ¶ 61,054 (2023), *order on reh'g*, Order No. 2023-A, 186 FERC ¶ 61,199 (2024).

<sup>6</sup> *Standardization of Generator Interconnection Agreements and Procedures*, Order No. 2003, 104 FERC ¶ 61,103 (2003), *order on reh'g*, Order No. 2003-A, 106 FERC ¶ 61,220, *order on reh'g*, Order No. 2003-B, 109 FERC ¶ 61,287 (2004), *order on reh'g*, Order No. 2003-C, 111 FERC ¶ 61,401 (2005), *aff'd sub nom. Nat'l Ass'n of Regulatory Util. Comm'rs v. FERC*, 475 F.3d 1277 (D.C. Cir. 2007), *cert. denied*, 552 U.S. 1230, (2008).

considered to be beyond the scope of Order Nos. 2023 and 2023-A's compliance obligations, but are impacted by the Filing Parties' compliance proposal, requiring their revision. However, the two filings are integrally linked because, in order to effectuate the Order No. 2023 Related Changes proposed herein, certain Order No. 2023 Revisions proposed in the Order Nos. 2023 and 2023-A compliance filing must also be approved.<sup>7</sup> Specifically, that filing proposes revisions to Section I.2.2 – Definitions, Section II.48, Schedule 11 of the OATT, Attachment K to the OATT, and Section III.13 of the Tariff that assume the Order No. 2023 Related Changes filed herein and, accordingly, account for Small Generating Facilities, ETUs and Regional Transmission Service requests, as applicable.

The Filing Parties respectfully submit that the Order No. 2023 Related Changes are just and reasonable, and therefore should be accepted by the Commission as proposed herein. These changes harmonize all of the Tariff rules that are impacted by the reforms adopted in Order Nos. 2023 and 2023-A simultaneously with the changes proposed in the Order No. 2023 Revisions to address the disruption to the interconnection process and its alignment to the New England market design, avoid potential inconsistencies between Tariff procedures, and a seamless and implementable transition. The Order No. 2023 Related Changes were unanimously supported by NEPOOL, the PTO AC, and the New England states.

However, in order to ensure alignment as between the Order No. 2023 Related Revisions filed herein and the Order No. 2023 Revisions filed in connection with Docket No. RM22-14, the Filing Parties note that the Order No. 2023 Related Revisions are not “integrated” rules; rather, they are disparate components and should be considered independent of, and severable from, each

---

<sup>7</sup> For example, the changes to the transition proposals for the existing Capacity Network Resource Interconnection Service (“CNR Interconnection Service” or “CNRIS”) construct, which include, Sections II.48 and III.13 of the Tariff, are not part of the instant filing, but are included as part of the Order 2023 Revisions filing. The Order No. 2023 Revisions assume the Order No. 2023 Related Changes in their base case as if accepted by the Commission to ensure a seamless implementation of all the rules.

other for the purposes of *NRG Power Mktg., LLC v. FERC*.<sup>8</sup> Moreover, the Filing Parties consent to the Commission directing changes to this filing consistent with those directed in response to the Filing Parties' Order No. 2023 Revisions.<sup>9</sup>

Additionally, the Filing Parties respectfully request that the Order No. 2023 Related Changes become effective on the same date as the Order No. 2023 Revisions. As explained in Section IX of this letter, the Filing Parties have requested that the Order No. 2023 Revisions become effective August 12, 2024 and that the Commission issue an order for the Order No. 2023 Revisions on or before that date. Correspondingly, the Filing Parties also request that the

---

<sup>8</sup>*NRG Power Mktg., LLC v. FERC*, 862 F.3d 108 (D.C. Cir. 2017) ("*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)). The Filing Parties submit the Order No. 2023 Related Changes as independent and severable (*i.e.*, "non-integrated") rate proposals so that the Commission may impose deviations from these proposals if necessary so to ensure they are aligned with changes directed in the Order Nos. 2023 and 2023-A compliance docket.

<sup>9</sup> *NRG* does not permit the Commission to "suggest modifications that result in an 'entirely different rate design'" than the Filing Parties' filing or the ISO's prior rate design. *NRG* at 115. However, the Filing Parties' proposed changes herein are integrally linked to the changes proposed in the Order Nos. 2023 and 2023-A compliance filing, as both filings proposing adoption of a Cluster Study Process for all interconnections. The purpose of this filing is to harmonize the provisions of the Tariff that are impacted by the changes imposed by the compliance obligations of Order Nos. 2023 and 2023-A with those changes proposed in compliance. Therefore, modifications that the Commission directs to the Filing Parties' Order Nos. 2023 and 2023-A compliance proposal should be directed in response to this filing as well, as permitted under *NRG*. *NRG* at 115.



Commission issue an order for the Order No. 2023 Related Changes concurrently with its order on the Order No. 2023 Revisions.<sup>10</sup>

## I. EXECUTIVE SUMMARY

Order Nos. 2023 and 2023-A adopt the most significant reforms to the procedures and agreements used to interconnect Large Generating Facilities since Order No. 2003, but limited the changes applicable to Small Generating Facilities.<sup>11</sup> These significant reforms address interconnection queue delays, backlogs, inefficiencies, and the advent of new technologies, and expedite the clean energy transition. They fall generally into three main categories: (1) implement a first-ready, first-served cluster study process, (2) increase the speed of interconnection queue processing, and (3) incorporate technological advancements into the interconnection process.

Of these reforms, the most drastic change is the requirement that transmission providers eliminate the long-standing first-come, first-served interconnection study process under which each individual Interconnection Request is studied, and upgrades and cost allocation are assigned, in serial queue order; and, instead, implement a first-ready, first-served cluster study process under which all Interconnection Requests are to be studied in a cluster and are considered equally queued for upgrade and cost allocation purposes. Transmission providers are also required to engage in a transition process for projects currently in the queue, which, depending on the project's status in the queue, are to be studied in one large Transitional Cluster Study.

To comply with Order Nos. 2023 and 2023-A, the ISO developed a comprehensive compliance package (which received unanimous support from the NEPOOL Participants Committee) that comprises the Order No. 2023 Revisions that will be submitted in a companion Section 206 filing and the Order No. 2023 Related Changes submitted herein. As described in Section VI of this letter, the Order No. 2023 Related Changes extend the *pro forma* changes required in Order Nos. 2023 and 2023-A to Interconnection Requests subject to the SGIP, ETUIP, and, to some extent, the Regional Network Service and Through or Out provisions of the OATT.

---

<sup>10</sup> While the Filing Parties have requested that the Order No. 2023 Revisions filed in compliance with Order Nos. 2023 and 2023-A become effective on August 12, 2024, the Filing Parties recognize the potential for the Commission to act beyond that date given the compliance nature of the proceeding. Accordingly, the Filing Parties also request waiver of the notice provisions of 18 C.F.R. § 35.3 for the Order No. 2023 Related Revisions. The Filing Parties also note that this companion FPA Section 205 filing uses the eTariff filing code for a 12/31/9998 effective date out of an abundance of caution, so that, if the effective date assigned by the Commission differs from the one requested, the ISO may adopt the assigned effective date. *See, e.g.,* Implementation Guide for Electronic Filings of Parts 35, 154, 284, 300 and 341 Tariff Filings at 10 (Nov. 14, 2016) (“If the effective date is not known at the time of the filing, such as the effective date is contingent on FERC approval . . . the date of 12/31/1998 must be used.”). Here, the Filing Parties propose an effective date for the Order No. 2023 Related Changes that is contingent on the Commission’s approval of the Order No. 2023 Revisions.

<sup>11</sup> *See* Order No. 2023 at P 395.

To facilitate the Commission's consideration of the Order No. 2023 Related Changes, in tandem with the Order No. 2023 Revisions, the Filing Parties detail, in Section IV of this letter, the evolution of the New England Interconnection Procedures. These have been customized from inception to fit the New England's Tariff, markets and operational differences from other regions, while still advancing the Commission's core objectives, and subsequently enhanced to address challenges unique to the region pursuant to filings under Section 205 of the FPA. Next, in Section V of the letter, explains the need for the Order No. 2023 Related Changes. As explained therein, the proposed revisions are necessary to ensure that the changes adopted in Order Nos. 2023 and 2023-A are carried across all of the ISO's interconnection procedures and conform to the unique constructs, definitions, and terminology previously accepted by the Commission for inclusion in the Interconnection Procedures under the standards established in Order Nos. 2003, 2006, and 2023, including the "independent entity variation" standard, and that continue to meet the standards for variance. Thereafter, in Section VI, the Filing parties describe Order No. 2023 Related Changes and their rationale, and identifies any variations from the *pro forma* changes adopted in Order Nos. 2023 and 2023-A.

Sections VII and VIII describe the NEPOOL Participant Process and the PTO AC review, respectively. The Order No. 2023 Revisions, together with the Order No. 2023 Related Changes proposed herein, were unanimously supported by NEPOOL, the PTO AC and the New England states after extensive stakeholder engagement. The Filing Parties respectfully submit that the Order No. 2023 Related Changes are just and reasonable, and not unduly discriminatory, as consistent with the requirements in Order Nos. 2023 and 2023-A, and therefore request that the Commission accept them as proposed herein, without modification or conditions, effective August 12, 2024.

## **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 TOA with the 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 ("NERC").

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,<sup>12</sup> the participants act through the NEPOOL Participants Committee. The Participants Committee is authorized by Section 6.1 of

---

<sup>12</sup> *ISO New England Inc.*, 109 FERC ¶ 61,147 (2004).

the Second Restated NEPOOL Agreement and Section 8.1.3(c) of the Participants Agreement to represent NEPOOL in proceedings before the Commission. Pursuant to Section 2.2 of the Participants Agreement, “NEPOOL provide[s] the sole Participant Processes for advisory voting on ISO matters and the selection of ISO Board members, except for input from state regulatory authorities and as otherwise may be provided in the Tariff, TOA and the Market Participant Services Agreement included in the Tariff.”

Pursuant to the terms of the TOA among the PTOs<sup>13</sup> and ISO-NE, the PTOs own, physically operate and maintain Transmission Facilities in New England and ISO-NE 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 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 OATT.

Correspondence and communications in this proceeding should be addressed to:

---

<sup>13</sup> 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.

**ISO NEW ENGLAND INC.**

Monica Gonzalez, Esq.  
Graham Jesmer, Esq.\*  
Regulatory Counsel  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040  
Tel: (413) 540-4557  
(413) 535-4178  
Email: [gjesmer@iso-ne.com](mailto:gjesmer@iso-ne.com)  
[mgonzalez@iso-ne.com](mailto:mgonzalez@iso-ne.com)

**PTO AC**

Timothy Martin  
Chair, Participating Transmission Owners  
Administrative Committee  
c/o National Grid  
170 Data Drive  
Waltham MA 02451  
Tel: (781) 902 4218  
E-mail: [Timothy.Martin@nationalgrid.com](mailto:Timothy.Martin@nationalgrid.com)

Mary E. Grover, Esq.\*  
Chair, PTO AC Legal Working Group  
c/o Eversource Energy  
247 Station Drive, SE100  
Westwood, MA 02090  
Tel: (781) 441-8696  
Email: [mary.grover@eversource.com](mailto:mary.grover@eversource.com)

**NEPOOL**

Eric K. Runge, Esq.\*  
Counsel for NEPOOL  
Day Pitney LLP  
One Federal Street  
Boston, MA 02110  
Tel: (617) 345-4735  
Email: [ekrunge@daypitney.com](mailto:ekrunge@daypitney.com)

David Burnham  
Vice Chair, NEPOOL Transmission Committee  
Director, Transmission Policy  
Eversource Energy  
56 Prospect Street  
Hartford, CT 06103  
Tel: (860) 728-4506  
Email: [david.burnham@eversource.com](mailto:david.burnham@eversource.com)

\*Persons designated for service.<sup>14</sup>

---

<sup>14</sup> The Filing Parties respectfully request a waiver of Section 385.203(b)(3) of the Commission's regulations to allow the inclusion of more than two persons on the service list in this proceeding.

### III. STANDARD OF REVIEW

These Order No. 2023 Related 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.”<sup>15</sup> Under Section 205, the Commission “plays ‘an essentially passive and reactive’ role”<sup>16</sup> whereby it “can reject [a filing] only if it finds that the changes proposed by the public utility are not ‘just and reasonable.’”<sup>17</sup> 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.”<sup>18</sup> The Order No. 2023 Related Changes filed herein “need not be the only reasonable methodology, or even the most accurate.”<sup>19</sup> 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.<sup>20</sup>

The Filing Parties recognize the Commission’s regulations and precedent may preclude filings that propose changes to a Tariff pursuant to both Sections 205 and 206 of the FPA.<sup>21</sup> The Commission has explained that “instead of combining filings, filers can make separate filings for each type of filing contemplated -- each filing containing the portions relevant to the specific filing

---

<sup>15</sup> *Atl. City Elec. Co. v. FERC*, 295 F.3d 1, 9 (D.C. Cir. 2002).

<sup>16</sup> *Id.* at 10 (quoting *City of Winnfield v. FERC*, 744 F.2d 871, 876 (D.C. Cir. 1984)).

<sup>17</sup> *Id.* at 9.

<sup>18</sup> *Cities of Bethany v. FERC*, 727 F.2d 1131, 1136 (D.C. Cir. 1984) (“*Cities of Bethany*”), *cert. denied*, 469 U.S. 917 (1984); *see also ISO New England Inc.*, 114 FERC ¶ 61,315 at P 33 and n.35 (2005), *citing Pub. Serv. Co. of New Mexico v. FERC*, 832 F.2d 1201, 1211 (10th Cir. 1987) and *Cities of Bethany* at 1136.

<sup>19</sup> *Oxy USA, Inc. v. FERC*, 64 F.3d 679, 692 (D.C. Cir. 1995) (citing *Cities of Bethany* at 1136); *see also Petal Gas Storage, LLC v. FERC*, 496 F.3d 695, 703 (D.C. Cir. 2007) (“[The Commission] is not required to choose the best solution, only a reasonable one.”); *PJM Interconnection, L.L.C.*, 184 FERC ¶ 61,055, at P 107 (2023) (“The Commission limits its evaluation of a utility’s proposed tariff revisions to an inquiry into whether the rates proposed by a utility are reasonable—and does not extend to determining whether a proposed rate schedule is more or less reasonable than alternative rate designs. The proposed revisions need not be the best or the only reasonable methodology.” (internal quotations and citations omitted)), *granted in part and vacated in part, PJM Power Providers Grp. v. FERC*, 96 F.4th 390 (3d Cir. 2024).

<sup>20</sup> *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.” (emphasis added) (citing *Cities of Bethany* at 1136)).

<sup>21</sup> *See* 18 C.F.R. § 154.203(b) (“Filings made to comply with Commission orders must include only those changes required to comply with the order. Such compliance filings may not be combined with other rate or tariff change filings.”); *but see PJM Power Producers Group v. FERC*, 88 F.4th 250, 259 (3d Cir. 2023) (“Notably, § 206 does not ‘give[] FERC the power to deny a utility the right to file changes’ unilaterally under § 205.” (quoting *Atl. City Elec. Co. v. FERC*, 295 F.3d 1, 10 (D.C. Cir. 2002))).

type.”<sup>22</sup> Given this, the Filing Parties included in their compliance filing the portions of the Tariff that are necessary to meet the compliance obligations pursuant to Order Nos. 2023 and 2023-A. For this Section 205 filing, the Filing Parties propose changes to aspects of the ISO’s Tariff impacted by the changes required by Order Nos. 2023 and 2023-A, but that may potentially be considered to be beyond the scope of the order’s compliance obligations. The changes proposed in this filing are just and reasonable, as described herein, and allow the ISO to harmonize its Tariff simultaneously with the changes proposed in the ISO’s Order No. 2023 Compliance Revisions filing, avoiding disruption to the interconnection process, the New England market design and potential inconsistencies between Tariff procedures.

The Order No. 2023 Related Changes include proposed variations to the Commission-approved *pro forma* SGIP/Small Generator Interconnection Agreement (“SGIA”) set forth in Schedule 23 of the OATT, which the ISO also submits under the “independent entity variation standard” of review established in Order No. 2003 for the Large Generator Interconnection Procedures (“LGIP”)/Large Generator Interconnection Agreement (“LGIA”) and extended by the Commission in Order No. 2006 for the SGIP/SGIA.<sup>23</sup> In accordance with Order No. 2003, an RTO proposing variations from the *pro forma* interconnection procedures and agreement established in that Final Rule must demonstrate that the variations (1) are just and reasonable and not unduly discriminatory; and (2) would accomplish the purposes of Order No. 2003.<sup>24</sup>

To evaluate the variations sought by RTOs, the Commission applies the “independent entity variation standard” of review.<sup>25</sup> This standard reflects the Commission’s recognition that “an RTO or ISO has different operating characteristics depending on its size and location and is less likely to act in an unduly discriminatory manner than a Transmission Provider that is a market participant.”<sup>26</sup> This standard also provides RTOs greater flexibility to customize their

---

<sup>22</sup> *Electronic Tariff Filings*, 130 FERC ¶ 61,047, at P 8 n. 13 (2010).

<sup>23</sup> *Standardization of Small Generator Interconnection Agreements and Procedures*, Order No. 2006, 111 FERC ¶ 61,220, *order on reh'g*, Order No. 2006-A, 113 FERC ¶ 61,195 (2005), *order on clarification*, Order No. 2006-B, 116 FERC ¶ 61,046 (2006).

<sup>24</sup> *See* Order No. 2003 at PP 822-27; *see also ISO New England Inc.*, 170 FERC ¶ 61,218, at P 26 (2020). In Order No. 2006, the Commission also provided that an ISO/RTO may seek an “independent entity variation” from the final rule, which permits an ISO/RTO to adopt interconnection procedures that are responsive to specific regional needs. The Commission reviews variations proposed by an ISO/RTO “to ensure that they do not provide an unwarranted opportunity for undue discrimination or produce an interconnection process that is unjust and unreasonable.” *See ISO New England Inc.*, 115FERC ¶ 61,050 at P 12 (2006) (citing *PJM Interconnection, L.L.C.*, 108 FERC ¶ 61,025 at P 7 (2004); *Midwest Indep. Transmission Sys. Operator, Inc.*, 114 FERC ¶ 61,270 at P 29 (2006)).

<sup>25</sup> *See* Order No. 2003 at P 827.

<sup>26</sup> *Id.* *See also Interconnection Queuing Practices*, 122 FERC ¶ 61,252 at P 13 (2008) (“Because RTOs and ISOs do not own generation and thus do not have an incentive to unduly discriminate, variations sought by an RTO or ISO are reviewed under the “independent entity variation standard.”) (“Queuing Practices Order”).

interconnection procedures and agreements to the particular needs of the region.<sup>27</sup> However, to meet this standard, the Commission has explained that “[i]t is not a sufficient justification to state that the variation conforms to the current RTO practices to the RTO’s tariff definitions and terminology . . . [but] it must still justify its variations in light of the Commission’s” *pro forma* OATT.<sup>28</sup>

#### **IV. BACKGROUND**

##### **A. Procedures for Interconnection Service and Regional Transmission Service under the ISO-NE OATT**

Under the OATT, the ISO administers a single, integrated queue that comprises various requests, including Interconnection Requests for Large Generating Facilities, Small Generating Facilities, and ETUs, and requests for Regional Transmission Service.<sup>29</sup> The procedures therein reflect same Clustering and capacity interconnection service constructs. They also rely on common, general provisions that exist elsewhere in the Tariff, but apply equally to Small Generating Facilities, Large Generating Facilities, and ETUs. These are: the cost allocation rules contained in Schedule 11 to the OATT, and the rules for establishing and receiving Capacity Network Resource Capability (“CNRC”) and Capacity Network Import Capability (“CNIC”) in Sections II.48 and III.13 of the Tariff. These sections and concepts are being modified in compliance with Order Nos. 2023 and 2023 and, therefore, necessitate corresponding changes to Schedule 23 and 25, and, to some extent, the Regional Transmission Service rules.

##### **1. *Pro forma* Nature of the Interconnection Procedures**

While incorporated in separate schedules, the procedures governing requests to interconnect Large Generating Facilities, Small Generating Facilities, and ETUs in Schedules 22, 23 and 25 of the OATT, respectively, are based on the basic *pro forma* structure adopted in the Commission’s Order Nos. 2003 and 2006, and rely on common rules that exist elsewhere in the Tariff.

In Order Nos. 2003 and 2006, the Commission established the *pro forma* interconnection procedures and agreements setting forth the terms and conditions under which public utilities must provide interconnection service to Large Generating Facilities and Small Generating Facilities, respectively. While Order Nos. 2003 and 2006 recognized the need to establish an overarching national framework for Generating Facility interconnections, they also acknowledged the need for

---

<sup>27</sup> See Order No. 2003 at P 147; *see id.* at PP 26 (allowing RTOs and ISOs “more flexibility to customize” interconnection procedures and agreements), 34 (affording RTOs and ISOs “more flexibility to propose different procedures and a different agreement”), 822 (providing “an RTO or ISO greater flexibility than that allowed under the regional differences rationale to propose variations from the Final Rule provisions”).

<sup>28</sup> *ISO New England Inc.*, 170 FERC ¶ 61,218, at P 26 (2020).

<sup>29</sup> See OATT, Schedules 22, 23, and 25, Section 1 (“Queue Position” definition).

regional flexibility because of the vastly different network electrical characteristics, market structures and fundamentals, and the different compositions of the interconnection queues across the nation.<sup>30</sup> Indeed, in the case of independent transmission providers, such as RTOs, the Commission indicated that it would consider variations from the *pro forma* interconnection procedures and agreements, recognizing “that an RTO or ISO has different operating characteristics, depending on its size and location, and is less likely to act in an unduly discriminatory manner than a Transmission Provider that is a market participant.”<sup>31</sup> Thus, the *pro forma* set out in Order Nos. 2003 and 2006 provided the baseline from which the ISO, NEPOOL, the PTOs and other New England stakeholders worked to ensure that the New England interconnection procedures and agreements would accommodate the regional market, tariff and operational differences from other regions, while still advancing the core objectives reflected in the orders.

Although based on the Order Nos. 2003 and 2006 *pro forma*, Schedules 22 and 23 of the OATT have necessarily reflected regional differences that are significant. Through a series of filings to comply with Order No. 2003, NEPOOL initially, and after RTO formation, the ISO and PTOs (the latter acting through the PTO-AC) sought to incorporate a modified version of the Commission’s *pro forma* LGIP and LGIA as Schedule 22 of the OATT. The Commission accepted most of the modifications as originally proposed under the “independent entity variation” standard.<sup>32</sup>

In particular, the Commission approved the retention of a number of New England’s existing rules and policies, including a single Interconnection Service pursuant to the Minimum

---

<sup>30</sup> See Order No. 2003 at P 827 (recognizing the differing characteristics of each region and providing RTOs with the flexibility to seek independent entity variations from the final rule “to customize its interconnection procedures and agreements to fit regional need”).

<sup>31</sup> *New England Power Pool*, 109 FERC ¶ 61,155, at P 2 (2004) (“Order No. 2003 Compliance Order”) (citing Order 2003 at P 827).

<sup>32</sup> See, e.g., *id.* at P 4. The approved independent entity variations were also carried forward into Schedule 23 of the OATT, which was filed in compliance with Order Nos. 2006 and 2006-A on November 10, 2005, and February 15, 2006, in Docket No. ER06-191-000. On April 14, 2006, the Commission issued an Order accepting in part and rejecting in part certain proposed variations to the Commission’s *pro forma* SGIP and SGIA. See *ISO New England Inc.*, 115 FERC ¶ 61,050 (2006) (“April 2006 Order”). On May 15, 2006, as amended on June 1, 2006, and supplemented on October 23, 2006, the ISO (together with NEPOOL and the PTO AC) submitted a subsequent filing in compliance with the Commission’s April 2006 Order, in Docket No. ER06-191, which was accepted by the Commission in a Letter Order issued on April 13, 2007. *ISO New England Inc.*, Letter Order, Docket No. ER06-191-002, et al. (Apr. 13, 2007). These parties made an Order No. 2006-B compliance filing in ER07-87, which was accepted in part and rejected in part in *ISO New England Inc.*, 119 FERC ¶ 61,293 (2007). A subsequent compliance filing was made on July 23, 2007, in Docket No. ER07-87, which was accepted by Letter Order issued on December 3, 2007. *New England Inc.*, Letter Order, Docket No. ER07-87-002 (Dec. 3, 2007).



Interconnection Standard (“MIS”),<sup>33</sup> and the “but-for” cost allocation provisions under Schedule 11 of what is now the OATT.<sup>34</sup> The ISO’s unique market rules also contributed to the need for regional variations from the Order No. 2003 *pro forma*. Variations were warranted because of New England’s regional design under which firm transmission service is not offered, but transmission is instead scheduled in real-time energy markets based on security-constrained economic dispatch outcomes.<sup>35</sup> Finally, the initial and subsequent levels of Interconnection Service offered prior to and since the issuance of Order No. 2003 have been designed to correlate with the level of market participation requested (or pursued) by the Interconnection Customer.<sup>36</sup>

Despite these important differences, the Interconnection Procedures in New England have generally reflected the interconnection process flow and milestones established in Order Nos. 2003 and 2006,<sup>37</sup> starting with the submission of an Interconnection Request, followed by a Scoping Meeting and the required Interconnection Studies, and culminating with an Interconnection Agreement. More specifically, under the Interconnection Procedures, the interconnection process begins with an Interconnection Customer’s submission of an Interconnection Request for a proposed Generating Facility’s (or an ETU under Schedule 25) interconnection to the Administered Transmission System. Once a valid Interconnection Request is established, the ISO assigns a Queue Position (based on the traditional “first-come, first-served” approach) to the Interconnection Request. The assigned Queue Position is used to determine the order of performing the Interconnection Studies and the cost responsibility for the upgrades necessary to accommodate the Interconnection Request. The Interconnection Procedures also provide Interconnection

---

<sup>33</sup> See Order No. 2003 Compliance Order at PP 36-50. See also *ISO New England Inc. and New England Power Pool*, 121 FERC ¶ 61,070 (2007) (“October 19, 2007 Order”) (addressing commitment to develop tariff revisions to address the relationship between Forward Capacity Market and the interconnection process). MIS differs from the Commission’s Energy Resource Interconnection Standard. It is designed to identify the minimum required upgrades, consistent with there being no degradation of transfer capability, maximum one-for-one displacement of existing/proposed generation, all reliability standards met, and an ability to operate and maintain the system. MIS is more stringent than a “plug and play”-type standard. It assures no degradation to the load-serving capability of the system, but does not assure incremental capacity to serve load. See *New England Power Pool*, 87 FERC ¶ 61,347 (1999).

<sup>34</sup> See Order No. 2003 Compliance Order at PP 83-85. The compliance filing with Order No. 2003 left intact the cost allocation arrangements in New England for upgrade cost allocation, including the provisions applicable to the costs of Generator Interconnection Related Upgrades, which were set forth in Schedules 11 and 12 of the OATT. The interconnection cost allocation methodology provided for under Schedule 11 allocates all costs of interconnection that would not have been incurred but for the interconnection to Interconnection Customers. In turn, Interconnection Customers do not pay for the regional transmission service needed to deliver the generator’s output to load; load pays for that.

<sup>35</sup> See *ISO New England Inc.*, 123 FERC ¶ 61,133 at PP 13-17 (2008).

<sup>36</sup> See *ISO New England Inc. and New England Power Pool*, 126 FERC ¶ 61,080 at P 14 (2009) (“FCM/Queue Amendments Order”).

<sup>37</sup> This includes the Fast Track Study process in Section II of Schedule 23 and the 10 kW Inverter Process in Attachment 5, which, to date, have not been used by any Interconnection Customer in New England.

Customers the option to expedite the interconnection process by waiving the Interconnection Facilities Study (“FAC”) in favor of an Engineering and Procurement Agreement with the Interconnecting Transmission Owner and/or proceeding directly to the development of the Interconnection Agreement. After performance of Interconnection Studies, the interconnection process culminates with a *pro forma* Interconnection Agreement.

## **2. Significant Improvements to the Interconnection Procedures**

Since incorporating the LGIP/LGIA in Schedule 22 and the SGIP/SGIA in Schedule 23 of the OATT, the Interconnection Procedures have undergone significant improvements and several minor revisions to address concerns unique to the region. These enhancements, together with the key regional differences described above, influence the Order No. 2023 Related Changes. The Filing Parties provide a brief overview of these enhancements to facilitate the Commission’s consideration of such changes and the context within which they are being proposed.

### **a. Alignment of the Forward Capacity Market (“FCM”) and Interconnection Queue Process**

In an October 2008 joint filing with NEPOOL and the PTO AC, the ISO revised its Tariff, including Schedules 22 and 23, to accommodate implementation of the Forward Capacity Market (“FCM”).<sup>38</sup> The FCM/Queue Amendments were necessary to improve the coordination between the FCM and the interconnection queue process for the allocation of interconnection capability on the system. Before the FCM/Queue Amendments, Schedule 22 reflected a single Interconnection Service level – the Network Resource Interconnection Service (“NRIS”) – based on the then effective MIS that provided generators interconnecting to the system with full market access, including eligibility for capacity credits. The FCM/Queue Amendments continued to provide resources the option of NRIS, but formalized that NRIS would no longer be sufficient to participate in the capacity market.<sup>39</sup> The FCM/Queue Amendments established the requirement for participation in the capacity market to be pursuant to a new type of Interconnection Service – the Capacity Network Resource Interconnection Service (“CNRIS”) – that would be achieved through a resource’s successful participation in the FCM and completion of the upgrades identified to accommodate the request.<sup>40</sup> The CNRIS option offered Interconnection Customers the ability to interconnect their facilities for capacity under the intra-zonal deliverability standard, called the Capacity Capability Interconnection Standard, up to the facility’s Capacity Network Resource

---

<sup>38</sup> See *ISO New England Inc., et al.*, Joint Filing of Proposed Revisions to the Generator Interconnection Process and the Forward Capacity Market Participation Provisions Set Forth in the ISO New England Inc. Transmission, Markets and Services Tariff, Docket Nos. ER09-237-006, *et al.* (filed Oct. 31, 2008) (the “FCM/Queue Amendments”).

<sup>39</sup> See *ISO-NE et al.*, Order Accepting Tariff Revisions, 126 FERC ¶ 61,080 (2009) (“FCM/Queue Amendments Order”) at P 14.

<sup>40</sup> See *id.*

(“CNR”) Capability.<sup>41</sup> The CNR Capability is based on the Interconnection Customer’s Capacity Supply Obligation obtained through the FCM.

To achieve full coordination with the FCM, the FCM/Queue Amendments also incorporated a “first-cleared, first-served” approach for CNRIS. Under the coordinated processes, Interconnection Customers seeking CNRIS and NRIS must complete the common set of steps described in the Interconnection Procedures (*e.g.*, participate in a Scoping Meeting, complete Interconnection Studies, and enter into an Interconnection Agreement). All Interconnection Requests are studied for NRIS in sequential order under the “first-come, first-served” serial queue order construct, and are subject to restudy only to the extent the conditions specified in the interconnection procedures are triggered. In addition to completing these steps, to achieve CNRIS, an Interconnection Customer must also complete additional FCM-related milestones, including participating in an annual group study (the “CNR Group Study”) conducted by the ISO as part of the FCM qualification process for capacity deliverability assessment.<sup>42</sup> The CNR Group Study is a form of a cluster study conducted for capacity purposes. In the CNR Group Study, pursuant to Section 3.2.1.3 of Schedule 22, CNRIS Interconnection Requests are studied in serial queue order (based on the first-serve approach) relative to only those Interconnection Requests that are also seeking to qualify to participate in the same FCA.<sup>43</sup> These requests are qualified to participate in the FCA based on a set of qualification rules, which includes determining whether upgrades that are required can be completed in time for the relevant FCA’s Capacity Commitment Period. CNRIS (and associated upgrade and cost responsibilities) is then assigned to those resources that obtain a Capacity Supply Obligation and complete a post auction re-study, even if they complete these milestones before an earlier queued resource – hence, a “first-cleared, first-served” construct. In other words, under the existing rules, the allocation of the capacity component of Interconnection Service and the associated obligations is based on the results of the market.<sup>44</sup>

The mechanism developed for the allocation of CNRIS has helped discipline multiple capacity Interconnection Requests when they are pending in the interconnection queue – the first cleared resource moves forward and the remaining resources decide whether to participate in a subsequent auction or withdraw. The resulting coordinated processing, while complicated, was successful for multiple capacity periods. The construct, however, has been limiting in that the performance of the CNR Group Study as part of the FCM qualification process has only allowed for qualification of resources for which upgrades that can be identified during the qualification process and determined to be upgrades that can be completed in time for the given Capacity Commitment Period. The existing process does not provide sufficient time for the development

---

<sup>41</sup> *See id.*

<sup>42</sup> *See* OATT, Schedule 22, Section 3.2.1.

<sup>43</sup> During this process, later-queued resources learn if their upgrades depend on the outcome for earlier-queued resources.

<sup>44</sup> *See, generally ISO New England Inc. and New England Power Pool*, Interconnection Service Capability Changes, Docket No. ER20-450 (Nov. 22, 2019) (moving details for CNRC/NRC provisions calculation provisions from ISO New England Planning Procedure 10 into Section II.48 of the Tariff).

of complicated upgrades or cost estimates. This has resulted in effectively a pass or fail system where resources that are identified as needing upgrades beyond start of the Capacity Commitment Period are not qualified.

In addition to improving coordination with the FCM, the FCM/Queue Amendments also improved interconnection queue management. Specifically, the FCM/Queue Amendments increased the milestones and financial requirements in the ISO-NE LGIP to enhance the certainty that projects in the interconnection queue are viable, serious and committed to completing the process.<sup>45</sup> The FCM/Queue Amendments achieved this objective by increasing the milestones and deposit requirements that are due at various stages of the interconnection process, with built-in options for the Interconnection Customer to choose lesser deposit requirements if it is able to demonstrate concrete steps undertaken toward completion of the project. As relevant here, the FCM/Queue Amendments increased the Interconnection Request initial deposit to \$50,000, the unspent portions of which are refundable if the Interconnection Customer withdraws the Interconnection Request within ten Business Days of the Scoping Meeting, or if it has executed an LGIA.<sup>46</sup> The amendments also modified the Interconnection Study deposit construct. As relevant here, the amendments increased the Interconnection System Impact Study (“SIS”) deposit to the greater of: \$250,000 or a lesser amount if the Interconnection Customer could demonstrate achievement of certain milestones and At-Risk Expenditures outside the interconnection process.<sup>47</sup> Note that the Facilities Study deposits were also increased as part of this filing,<sup>48</sup> and study provisions permitting the ISO and the Interconnecting Transmission Owner to issue to the Interconnection Customer monthly invoices were retained as part of this filing to cover increased expenditures.<sup>49</sup>

The FCM/Queue Amendments also revised the ISO-NE LGIP to require Interconnection Customers to commit to upgrades and expenditure schedules upon finalizing the Interconnection Agreement.<sup>50</sup> At this stage of the process, Interconnection Customers are required to commit to a payment schedule for the upgrades that are necessary for the Generating Facility’s interconnection, as well as, provide either evidence of Major Permits or provide the Interconnecting Transmission Owner twenty percent of the total costs (in a form acceptable to the Interconnecting Transmission Owner) of the Interconnection Facilities and other upgrades, including Network Upgrades together

---

<sup>45</sup> See FCM/Queue Amendments, Transmittal Ltr. at 43-45. These reforms were limited to the LGIP as few SGIP requests were in the ISO-NE queue at the time and as economies of scale drove most proposals to LGIP.

<sup>46</sup> FCM/Queue Amendments, p. 42

<sup>47</sup> See OATT, Schedule 22, Section 7.2

<sup>48</sup> See OATT, Schedule 22, Section 8.1.

<sup>49</sup> See OATT, Schedule 22, Section 7.2

<sup>50</sup> See OATT, Schedule 22, Section 11.3.1.2.

with a commitment to a schedule for completion of Major Permit approvals and, in the case of CNRIS requests, completion of the milestones required for FCM participation.<sup>51</sup>

Collectively, these changes were intended to help ensure that study efforts were being consumed by Interconnection Customers with viable projects that are willing and committed to completing the process, as well as address concerns with Interconnection Customers rushing to complete the Interconnection Agreement with no intention to build, or significantly delaying the schedule for building the Generating Facility in time to achieve Commercial Operation.

#### **b. ETU Interconnection Process Improvements**

In 2015, the ISO (with the PTO AC and NEPOOL) revised the interconnection provisions of the ISO OATT to reflect the addition of a new Schedule 25, designed to set interconnection requirements and obligations for proposed Elective Transmission Upgrades similar to those of internal Large Generating Facilities, enabling ETUs to establish and maintain a meaningful Queue Position.<sup>52</sup> The new ETU Interconnection Procedures also established Interconnection Service rights for certain types of External ETUs,<sup>53</sup> and created the mechanisms for ETUs interconnecting within the New England Control Area (“Internal ETUs”) to become directly associated with specific Generating Facilities seeking CNRIS so that they may be studied together and thereby increase the Generating Facility’s ability to qualify for the FCM. The addition of interconnection requirements and obligations for ETUs similar to those of internal Large Generating Facilities helped to streamline the overall queue, as many ETU proponents from earlier periods withdrew their Interconnection Requests.<sup>54</sup>

#### **c. Interconnection Process Improvements to Address Complexities Introduced by Inverter-Based Generation and Implemented a Targeted Clustering Approach**

While the efforts undertaken since the initial compliance with Order Nos. 2003 and 2006 improved the interconnection queue process for New England, Interconnection Requests for Generating Facilities (mostly wind and other inverter-based technologies) seeking to interconnect

---

<sup>51</sup> *See id.*

<sup>52</sup> *See ISO New England Inc.*, 151 FERC ¶ 61,024 (2015) (“ETU Improvements”).

<sup>53</sup> External ETUs may request Capacity Network Import Interconnection Service (“CNI Interconnection Service”), the Interconnection Service selected by the Interconnection Customer to interconnect its ETU with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard; or Network Import Interconnection Service (“NI Interconnection Service”), the Interconnection Service selected by the Interconnection Customer to interconnect its ETU to the Administered Transmission System in accordance with the Network Capability Interconnection Standard.

<sup>54</sup> The number of pending ETU requests went from 22 (in March 2015) to 7 (as of September 2015). These ETU withdrawals did not result in re-studies for other queued projects, because ETUs had previously been considered to be without a Queue Position, and so were effectively always at the bottom of the queue.

in remote parts of the system, such as Northern and Western Maine, began to experience significant queue backlog in the 2012-2015 timeframe. The ISO identified, and made further improvements to the interconnection process to help address the key factors, which had introduced significant complexities to the Interconnection Studies and contributed to the queue backlog.<sup>55</sup>

In February 2016, the ISO and the PTO AC filed revisions to the Tariff, including Schedules 22, 23 and 25 of the OATT, to address the complexities introduced by the nature of the technology being proposed.<sup>56</sup> The 2016 Improvements, accepted by the Commission in April 2016 under the “independent entity variation” standard,<sup>57</sup> were a significant and carefully designed set of reforms focused on new generation technology, in particular inverter-based technology. The improvements were designed to improve the ability to get Interconnection Customers with projects using these technologies through the study process by making the projects more study-ready while at the same time increasing the Interconnection Customers’ flexibility to update their project, at appropriate points in the process, to the newer versions of the equipment technologies. The 2016 Improvements incorporated new data, modeling and performance requirements, including detailed up-front design and standardized model requirements, designed to ensure that the Interconnection Customer’s project is ready to be analyzed in the relevant studies.<sup>58</sup> The improvements also revised the ISO’s Material Modification review procedures and other provisions to accommodate technology-related changes. Pursuant to the improved rules, Interconnection Customers may update their projects’ technical data, as non-Material Modifications, before the Interconnection System Impact Study begins, and at any time after the completion of the Interconnection System Impact Study, if the proposed change can be confirmed as having no adverse impact within ten Business Days of ISO review, which can be supported by the Interconnection Customer’s own analysis of the proposed change.

While the 2016 Improvements provided key tools to improve Interconnection Studies for wind and other inverter-based generators, they alone were not expected to resolve all of the issues driving the Maine queue backlog, particularly the need for significant transmission infrastructure. Accordingly, the ISO, joined by the PTO AC and NEPOOL, undertook a significant effort to resolve the queue backlog attributable to Interconnection Requests seeking to interconnect in

---

<sup>55</sup> The three primary sources of the Maine queue backlog were: (1) the underlying nature of the Maine transmission system; (2) the extent of oversubscription of requests to interconnect in Maine; and, (3) the nature of the generator technology being proposed. *See ISO New England Inc. and Participating Transmission Owners Admin. Comm.*, Revisions to Schedules 22, 23 and 25 of the Open Access Transmission Tariff Related to Certain Interconnection Process Improvements, Docket No. ER16-946-000, Transmittal Ltr. at 11-13 (filed Feb. 16, 2016) (the “2016 Improvements”). *See also American Wind Energy Ass’n*, Comments of ISO New England Inc., Docket No. RM15-21-000 (filed Sept. 8, 2015).

<sup>56</sup> *See* 2016 Improvements.

<sup>57</sup> *See ISO New England Inc. and Participating Transmission Owners Admin. Comm.*, 155 FERC ¶ 61,031 (April 15, 2016) (“April 2016 Order”) (accepting the 2016 Improvements).

<sup>58</sup> *See* 2016 Improvements at 13-14 (explaining the changes); *see also* Sections 5, 7.2, and Appendix G to the LGIP.

relatively remote areas of the region due to a lack of transmission infrastructure. That effort led to a September 2017 joint filing of the ISO, NEPOOL, and the PTO AC of revisions to the Tariff, including Schedules 22 and 23 of the OATT, to incorporate a mechanism for considering Interconnection Requests and allocating interconnection upgrade costs among Interconnection Customers on a cluster basis when a queue backlog caused by a lack of transmission infrastructure in a given part of the system is likely to persist with the continued application of the serial queue study process.<sup>59</sup>

The Clustering Revisions authorize the ISO, at its sole discretion, to invoke Clustering where the ISO identifies that there are two or more Interconnection Requests without completed Interconnection System Impact Studies in the same electrical part of the New England Control Area based on the requested Point of Interconnection, and determines that none of the Interconnection Requests will be able to interconnect, either individually or on a cluster basis, without the use of common significant new transmission line infrastructure rated at or above 115 kV AC or HVDC. Where the ISO initiates Clustering, the rules require that the ISO provide notice through the Planning Advisory Committee of the initiation of a cluster for studying certain Interconnection Requests under the Regional System Planning Process in accordance with Section 15.1 of Attachment K, Section II of the Tariff. The ISO then proceeds to study the Interconnection Requests in two phases. In the first phase, the ISO performs a Cluster Enabling Transmission Upgrade Regional Planning Study (“CPRS”) to identify the Cluster Enabling Transmission Upgrade (“CETU”) and associated system upgrades to enable the interconnection of potentially all of the resources proposed in the Interconnection Requests considered under the triggering provision.<sup>60</sup> In the second phase, the ISO conducts a Cluster System Impact Study (“CSIS”) and a Cluster Facility Study (“CFAC”) to study the Interconnection Requests identified in the CPRS that have elected to participate in the CSIS together with the identified CETU and associated system upgrades. The Clustering rules incorporated a series of features designed to minimize the uncertainties and restudy exposure that could be experienced with cluster study constructs. These features include significant, potentially forfeitable cluster deposits in the form of cash only due at entry and key decision points; rules for cluster filling, oversubscription, and backfilling, which use serial queue order relative to each Interconnection Request’s individual Queue Position; specific off-ramps for projects to withdraw; and the ability of an Internal ETU to take the place of a CETU in certain circumstances.

---

<sup>59</sup> See *ISO New England Inc.*, Joint Filing of Revisions to the ISO New England Inc. Transmission, Markets and Services Tariff to Incorporate a Clustering Approach in the Interconnection Procedures, Docket No. ER17-2421-000 (Sept. 1, 2017) (proposing changes to ISO New England Inc. Transmission, Markets and Services Tariff, Section I.2 - Definitions, Schedule 11, Schedule 22, Procedures, Schedule 23, Schedule 25, and Attachment K to incorporate limited clustering); *ISO New England Inc.*, 161 FERC ¶ 61,123 (2017).

<sup>60</sup> This phase was designed to be performed under the Regional System Plan so that it could be presented and discussed from its formative stage through completion at the Planning Advisory Committee where Interconnection Customers, state policymakers, regulators, and other interested parties can take an active role and provide input, and the Interconnection Customers could have a wealth of info to facilitate a well-informed decision to enter the cluster, go to the bottom of the queue (thereby allowing those ready projects to move forward), or withdraw.

The cluster entry requirements for Interconnection Requests identified as eligible to participate in the cluster and interconnect using the CETU include: an initial Cluster Participation Deposit totaling five percent of the Interconnection Customer's respective CETU and associated upgrade costs; an additional five percent of their respective cost allocation for the CETU and associated upgrades following the CFAC; and twenty percent upon execution of an LGIA. These participation deposits, which are currently required to be in cash, are forfeited if the Interconnection Request is withdrawn at times other than the specified off-ramps. The forfeited deposits are used to offset increased costs to those Interconnection Customers with projects that remain in the cluster.

#### **d. Order Nos. 845 and 845-A Compliance Filing, and Corresponding Study Timeline Changes**

On May 22, 2019, ISO-NE, joined by NEPOOL and the PTO AC, submitted revisions to Schedule 22 of the OATT to comply with the Commission's Order Nos. 845 and 845-A.<sup>61</sup> Order Nos. 845 and 845-A adopted ten reforms to the Commission's *pro forma* LGIP and LGIA designed to improve certainty for Interconnection Customers, promote more informed interconnection decisions, and enhance the interconnection process. These reforms included the adoption of a Surplus Interconnection Service construct, as well as new reporting requirements for instances where the transmission provider misses the Reasonable Efforts deadlines to complete Interconnection Studies in two or more consecutive quarters.

As relevant here, the revisions to Schedule 22 to comply with the requirements in Order Nos. 845 and 845-A included revisions to incorporate the reporting requirements for study performance. Those revisions require the ISO to maintain, on its website (with link to its Open Access Same-Time Information System ("OASIS")), summary statistics related to processing Interconnection Studies. Those summary statistics are updated quarterly, and have resulted in the ISO submitting to the Commission informational quarterly reports regarding study delays since 2022.<sup>62</sup> Additionally the ISO incorporated the Surplus Interconnection Service requirements with certain regional variations necessary to account for New England's Interconnection Services, which are integrated with the New England Markets, and Material Modification rules. An aspect of these deviations is the calculation of Unused Capability for CNRIS must be based on the Original Interconnection Customer's most recent demonstrated capability. These variations were accepted by the Commission on March 19 and September 17, 2020.<sup>63</sup>

---

<sup>61</sup> *ISO New England Inc., et al.*, Revisions to the Large Generator Interconnection Procedures and Agreement in Schedule 22 of Section II to the ISO New England Inc. Transmission, Markets and Services Tariff in Compliance with FERC Order Nos. 845 and 845-A, Docket No. ER19-1951-000 (filed May 22, 2019) (the "845 Compliance Filing"); Further Revisions to the *Pro Forma* ISO New England Large Generation Interconnection Procedures and Large Generator Interconnection Agreement In Further Compliance with Order Nos. 845 and 845-A (filed July 17, 2020) (the "Further 845 Compliance Filing").

<sup>62</sup> *See, generally, ISO New England Inc.*, Docket No. ER19-1951.

<sup>63</sup> *See ISO New England Inc., et al.*, 170 FERC ¶ 61,209 (2020) (the "845 Compliance Order"); *see also ISO-NE et al.*, Letter Order Re: Order Nos. 845 and 845-A Compliance Filing, Docket No. ER19-1951-002 (Sept. 17, 2020).



Concurrently with the Order Nos. 845 and 845-A compliance filings, the ISO, NEPOOL and the PTO AC submitted, pursuant to Section 205 of the FPA, proposed changes to the Interconnection Study deadlines in Schedule 22.<sup>64</sup> The Study Revisions afforded Interconnection Customers the option to pursue a reduced scope Interconnection Feasibility Study (“Feasibility Study”), and increased the Reasonable Efforts timeframe for completing that study from 45 to 90 Calendar Days. The revisions also increased the Reasonable Efforts timeframe for completing the Interconnection System Impact Study (“SIS”) from 90 to 270 days. Given the reforms in Order Nos. 2023 and 2023-A, the Filing Parties provide the following brief discussion on the basis for the timeframe for the SIS.

As briefly described in Section III.C.1 of this transmittal letter, under the ISO-NE Interconnection Procedures, Interconnection Customers may expedite the Interconnection Study phase of the process by waiving the Feasibility Study and the Facilities Study, rendering the SIS the definitive study. Under the ISO-NE Interconnection Procedures, the SIS constitutes the single, comprehensive evaluation to ensure that the addition of the proposed Generating Facility will not cause any reliability issues on the New England Transmission System or that of an Affected System and to identify needed upgrades.<sup>65</sup> The SIS is the means by which the ISO demonstrates compliance with NERC Reliability Standard FAC-002,<sup>66</sup> which requires study of the impact of interconnecting new or materially modified facilities on the Bulk Electric System. The SIS is also the means to meet the requirement of Section I.3.9 of the ISO Tariff to ensure that the interconnection of generation will have no adverse impact to the transmission system or the system of another Market Participant. The SIS comprehensive results allow for Interconnection Customers to proceed directly to the Interconnection Agreement phase of the process, without conducting an Interconnection Facilities Study.

As set forth in Section 7.3 of the LGIP, the scope of the SIS, which the Order No. 2023 Related Revisions maintain for Cluster Studies, includes a comprehensive steady state (thermal, voltage, and short circuit) evaluation of the proposed interconnection, as well as full stability analysis. The New England Transmission System includes several stability-limited interfaces that cannot be degraded by system additions, which has the effect of lengthening the time needed to conduct studies due to the associated complexities. Also, consistent with NERC guidance, the SIS includes electromagnetic transient analysis in PSCAD for all inverter-based resources such as solar, wind, and battery facilities to evaluate weak-grid performance, examine any control

---

<sup>64</sup> *ISO New England Inc., et al.*, Revisions to ISO New England Inc. Transmission, Markets and Services Tariff to Modify Timelines and Scope of Interconnection Studies, Docket No. ER19-1952-000 (May 22, 2019) (“Study Revisions”). *ISO New England Inc., et al.*, 170 FERC ¶ 61,218 (2020) (accepting the Study Revisions).

<sup>65</sup> See OATT, Schedule 22, Section 7.3 (describing the scope of the SIS).

<sup>66</sup> NERC Standard FAC-002, <https://www.nerc.com/pa/Stand/Reliability%20Standards/FAC-002-0.pdf>.

interactions and trip settings, and benchmark model performance.<sup>67</sup> Finally, the SIS includes estimates for upgrade cost and time to construct, which is developed by the Interconnecting Transmission Owner. These estimates are sufficiently developed so as to facilitate an Interconnection Customer's decision as to whether to forgo the Facility Study. Most Interconnection Customers chose to waive the Facilities Study, improving the efficiency of the overall process. The 270-day timeframe for the SIS more accurately reflects the expected amount of time it takes to complete the SIS scope of work, and was accepted by the Commission on March 19, 2020.<sup>68</sup>

As detailed in the ISO's Order No. 845 informational reports on study delays,<sup>69</sup> while the average time from the execution of an SIS agreement to a completed study still exceeds the 270 days, that is in large part because the ISO is unable to start the study due to the need to restudy interdependent higher-queued Interconnection Requests, issues with a proposed facilities' modeling and data, or other queue dependencies. Since 2021, the average time to complete the SIS once the ISO commences the study is closer to the 270-day timeframe (though certain studies have been completed in much longer time periods due to contingencies that occur once the study has started). Once the study commences, delays are mostly attributable to modeling and data issues, and the timing needed for the Transmission Owners and Affected Parties to prepare cost estimates and time to construct estimate, as well as late stage Interconnection Request withdrawals triggered the need for restudies.

**e. Modification to the Process for Distributed Energy  
Resource ("DER") and Improve Interconnection Studies  
Coordination**

In June 2022, the Filing Parties modified the Interconnection Procedures to address coordination problems and inefficiencies resulting from the application of two interconnection processes for DERs—the ISO's interconnection process and the state interconnection process—by providing for all DERs to interconnect through the applicable state interconnection process.<sup>70</sup> This set of revisions limited the application of the ISO's Interconnection Procedures to interconnections to the Administered Transmission System, and not to the distribution system regardless of the Generating Facility's wholesale market participation, thereby creating a level

---

<sup>67</sup> The PSCAD analysis was added to Schedule 22 in 2012. *See ISO New England Inc. et al.*, Revision Clean-Up to the Interconnection Procedures Under Schedules 22 and 23 of the ISO Open Access Transmission Tariff; Docket No. ER12-1847-000 (accepted in letter order dated June 21, 2012). In 2016, new data requirements were added in Schedule 22 to facilitate the PSCAD analysis. *See* 2016 Improvements.

<sup>68</sup> *ISO New England Inc.*, 170 FERC ¶ 61,218 (2020).

<sup>69</sup> *See e.g. ISO New England Inc.*, Interconnection Study Metrics Fourth Quarter, 2023 Processing Time Exceedance Report; Docket No. ER19-1951 (Feb. 14, 2024).

<sup>70</sup> *New Eng. Power Pool Participants Comm. & Participating Transmission Owners Admin. Comm.*, 180 FERC ¶ 61,129, at PP 17-21 (2022) ("DER Revisions").

playing field for all DERs in New England both for interconnection and wholesale market participation purposes. These Tariff revisions also improved coordination with Interconnection Studies by establishing the order in which Interconnection Requests are included in the CNR Group Study, and including projects that are not subject to the ISO's interconnection process in the study Base Case Data if they meet certain conditions.

## **B. Procedures for Regional Transmission Service Under the ISO's OATT**

Since its inception in 1997,<sup>71</sup> the New England OATT has differed from the *pro forma* OATT.<sup>72</sup> Specifically, the OATT offers two unique services over the regional transmission system: "Regional Transmission Services" (*i.e.*, Regional Network Service ("RNS")<sup>73</sup> and Through or Out ("TOU") Service)<sup>74</sup> over PTF.<sup>75</sup> These services differ significantly from those described in the *pro forma* OATT because they *do not* require either (i) physical reservations or (ii) transmission scheduling before using PTF. RNS is New England's regional integrated transmission service that allows transmission Network Customers to use the PTF to move electricity into or within the New England balancing area to serve load in the area.<sup>76</sup> In return for

---

<sup>71</sup> See *MidContinent Area Power Pool*, 78 FERC ¶ 61,203 (1997).

<sup>72</sup> See generally *ISO New Eng. Inc. v. New Eng. Power Pool*, 106 FERC ¶ 61,280 (2004). *order on reh'g*, 109 FERC ¶ 61,147 (2004). From 1998 through early 2005, the then-NEPOOL OATT, which was in place prior to the ISO's OATT, contained an option of point-to-point transmission service for internal transactions over Pool Transmission Facilities ("PTF"). In 2005, as part of the commencement of RTO operations in New England, internal point-to-point service was eliminated. Although internal Point-to-Point Service was previously offered as an alternative to RNS, internal Point-To-Point Service over regional PTF was eliminated from the ISO's OATT in 2003 as part of the ISO's application to become New England's RTO because it was "unnecessary and inconsistent" with the Locational Marginal Pricing ("LMP") system implemented as part of New England's Standard Market Design. Request for Approval of a Regional Transmission Organization for New England, Transmittal Letter at 115 n.136, Docket No. RT04-2-000 (filed Oct. 31, 2003). The Commission accepted the elimination of the internal Point-To-Point Service as a deviation from the *pro forma* transmission services in its orders approving the joint application of the ISO and New England Transmission Owners to form an RTO. See *ISO New England Inc.*, 106 FERC ¶ 61,280, at P 173, *order on reh'g*, 109 FERC ¶ 61,147 (2004) (Docket Nos. RT04-2-000 and ER04-116-000). Additionally, for a short time between 1998 and 2000, there was a service known as "In Service" that used a *pro forma* type of transmission service for transactions over the New York and New Brunswick AC ties into New England. This service was eliminated, effective December 1, 2000. See *New England Power Pool*, 93 FERC ¶ 61,195, 61,642 (2000), *order on reh'g*, 96 FERC ¶ 61,087 (2001).

<sup>73</sup> OATT at § II.B.

<sup>74</sup> OATT at § II.C.

<sup>75</sup> The PTF are transmission facilities owned by PTOs, over which the ISO exercises Operating Authority in accordance with the terms set in the TOA, and are rated 69 kV or above required to allow energy from significant power sources to move freely on the New England Transmission System, among other requirements. See OATT at § II.49 (Definition of PTF).

<sup>76</sup> See OATT at § II.B.

this service, a Network Customer pays a monthly transmission rate based on its share of the Local Network's<sup>77</sup> aggregate Monthly Regional Network Load ("Monthly RNL"), as measured by the Network Customer's hourly demand during the Local Network's peak.<sup>78</sup> TOut Service is the ISO's form of point-to-point transmission service over the PTF that supports the movement of power through the New England Balancing Authority Area from one boundary to another or from any point on the PTF out to a boundary of the New England Balancing Authority Area.<sup>79</sup>

As relevant to this filing, the current OATT's study procedures for RNS and TOut Service are similar.<sup>80</sup> Specifically, both services generally provide for the Eligible Customer to execute a System Impact Study agreement where the ISO determines that a study is needed.<sup>81</sup> After executing a System Impact Study agreement for either service, the ISO or affected Transmission Owner(s) will act with due diligence to complete a System Impact Study for the respective service request within sixty days.<sup>82</sup> If the System Impact Study indicates that additions or upgrades are required for the respective service request, the Eligible Customer may execute a Facilities Study agreement.<sup>83</sup> After execution of the Facilities Study agreement, the ISO or affected Transmission Owners(s) will act with due diligence to complete the Facilities Study for the respective service request within sixty days.<sup>84</sup> The study procedures for both services also impose "operational penalties" on the ISO for a failure to meet the study deadlines of the System Impact Study and/or the Facilities Study (*i.e.*, a failure to issue either study for either service within the sixty-day study period).<sup>85</sup>

Additionally, and different from RNS, the study procedures for TOut Service allow for modifications of the Facilities Study cost estimates under certain circumstances,<sup>86</sup> and require the

---

<sup>77</sup> A Local Network is the network of transmission facilities owned by the relevant Participating Transmission Owner identified in Attachment E to the OATT. *See* Tariff at § I.2.2.

<sup>78</sup> *See* OATT at §§ II.B.21.1, II.B.21.2.

<sup>79</sup> *See* OATT at §§ II.C., II.24.2 ("A Transmission Customer shall take Through or Out Service for the transmission of any transaction that requires the use of PTF if either (i) the transaction goes through the New England Control Area and the Point(s) of Receipt are at one point on the New England Control Area boundary and the Point(s) of Delivery are at another point on the New England Control Area boundary . . . or (ii) the transaction goes out of the New England Control Area and the Point(s) of Receipt are within the New England Control Area and the Point(s) of Delivery are at a New England Control Area boundary.").

<sup>80</sup> *See* OATT at §§ II.19, II.34.

<sup>81</sup> *See* OATT at §§ II.19.1, II.19.2, II.34.2, II.34.1.

<sup>82</sup> *See* OATT at §§ II.19.3, II.34.3.

<sup>83</sup> *See* OATT at §§ II.19.4, II.34.4.

<sup>84</sup> *See* OATT at §§ II.19.4, II.34.4.

<sup>85</sup> *See* OATT at §§ II.19.5, II.34.8.

<sup>86</sup> *See* OATT at § II.34.5.

ISO to use due diligence to designate certain entities to add necessary facilities or upgrades within a reasonable time without obligating the entity to upgrade an existing or planned transmission system if doing so would impair system reliability or otherwise impair or degrade existing firm service.<sup>87</sup> The study procedures for TOut Service also allow for the Eligible Customer to expedite the process, which requires, among other things, that the Eligible Customer agree to pay for all costs incurred, new facility costs, and other costs pursuant to the OATT.<sup>88</sup>

Different from the TOut Service, the study procedures for RNS allow for clustering of RNS studies.<sup>89</sup> Under this option, the ISO, on its own initiative or at the request of a group of Eligible Customers, may consider studying specified requests for RNS in a cluster for their System Impact Study and Facilities Study.<sup>90</sup> The cluster study process and procedures for RNS requests follow the same study process and procedures for any RNS request with some slight differences to accommodate the multiple Eligible Customers.<sup>91</sup>

### C. Order No. 2023

Issued on July 28, 2023, Order No. 2023 reforms the Commission's *pro forma* LGIP and LGIA and *pro forma* SGIP and SGIA. The reforms build on the standardized procedures that the Commission established in Order Nos. 2003,<sup>92</sup> 2006,<sup>93</sup> and 845<sup>94</sup> to address interconnection queue backlogs, improve certainty, and prevent undue discrimination for new technologies. Specifically, the Commission found that its existing standardized generator interconnection procedures and agreements insufficient to ensure that interconnection customers are able to interconnect to the transmission system

---

<sup>87</sup> See OATT at § II.34.6.

<sup>88</sup> See OATT at § II.34.7.

<sup>89</sup> See OATT at § II.19.6.

<sup>90</sup> See OATT at § II.19.6(a).

<sup>91</sup> See OATT at § II.19.6(c).

<sup>92</sup> See *Standardization of Generator Interconnection Agreements & Procs.*, Order No. 2003, 68 FR 49846 (Aug. 19, 2003), 104 FERC ¶ 61,103, at PP 1, 616 (2003), order on reh'g, Order No. 2003-A, 69 FR 15932 (Mar. 5, 2004), 106 FERC ¶ 61,220, order on reh'g, Order No. 2003-B, 70 FR 265 (Jan. 19, 2005), 109 FERC ¶ 61,287 (2004), order on reh'g, Order No. 2003-C, 70 FR 37661 (July 18, 2005), 111 FERC ¶ 61,401 (2005), aff'd sub nom. Nat'l Ass'n of Regul. Util. Comm'rs v. FERC, 475 F.3d 1277 (D.C. Cir. 2007) (NARUC v. FERC).

<sup>93</sup> *Standardization of Small Generator Interconnection Agreements & Procs.*, Order No. 2006, 111 FERC ¶ 61,220, at PP 15, 35-36, order on reh'g, Order No. 2006-A, 70 FR 71760 (Dec. 30, 2005), 113 FERC ¶ 61,195 (2005), order granting clarification, Order No. 2006-B, 71 FR 42587 (July 27, 2006), 116 FERC ¶ 61,046 (2006).

<sup>94</sup> See *Reform of Generator Interconnection Procs. & Agreements*, Order No. 845, 83 FR 21342 (May 9, 2018), 163 FERC ¶ 61,043, at P 24 (2018), order on reh'g, Order No. 845-A, 84 FR 8156 (Mar. 6, 2019) 166 FERC ¶ 61,137, order on reh'g, Order No. 845-B, 168 FERC ¶ 61,092 (2019).

in a reliable, efficient, transparent, and timely manner.<sup>95</sup> According to the rule, the growth of new resources seeking to interconnect to the transmission system and the differing characteristics of those resources have created new challenges for the generator interconnection process. These new challenges are creating queue backlogs and uncertainty regarding the cost and timing of interconnecting to the transmission system, increasing costs for consumers, which, in turn, can create reliability issues as needed new generating facilities are unable to come online in an efficient and timely manner. The Commission concluded that, absent reforms, the current interconnection process will continue to cause queue backlogs, longer development timelines, and increased uncertainty regarding the cost and timing of interconnecting to the transmission system. Accordingly, pursuant to Section 206 of the FPA, the Commission adopted reforms to its *pro forma* LGIP/LGIA and SGIP/SGIA.

The reforms adopted in Order No. 2023 dramatically change the manner in which ISO-NE administers the interconnection process, as well as how Interconnection Customers are expected to participate in that process. The specific reforms fall into three general categories. First, to implement a first-ready, first-served cluster study process, Order No. 2023 adopts new requirements relating to interconnection information access, cluster study processes, allocation of cluster study costs, allocation of cluster network upgrade costs, increased financial commitments and readiness requirements, and implementation of a transition process. Second, to expedite interconnection queue processing, Order No. 2023 eliminates the long-standing reasonable efforts standard for completing interconnection studies, and establishes process for the conduct of Cluster Studies and, correspondingly, adopts a new penalty construct for late studies, and incorporates uniform affected systems rules. Third, to advance new technologies, Order No. 2023 requires transmission providers to increase flexibility in the process by allowing for the addition of generating facilities to an existing interconnection request, expanding the availability of Surplus Interconnection Service, requiring consideration of certain enumerated alternative transmission technologies in the study process, and establishing modeling and ride-through requirements for non-synchronous generating facilities, consider certain enumerated alternative transmission technologies in the study process, and establish modeling and ride-through requirements for non-synchronous generating facilities.

To implement these reforms, Order No. 2023 directs public utility transmission providers to revise the LGIP, LGIA, SGIP, and SGIA in their respective OATTs.<sup>96</sup> Consistent with prior rulemakings revising *pro forma* interconnection processes, however, the Commission states that it will evaluate compliance filings in light of the independent entity variations standard established by Order No. 2003. In Order No. 2003, the Commission established the *pro forma* interconnection procedures and agreements setting forth the terms and conditions under which public utility transmission providers must provide Interconnection Service to Large Generating Facilities.

While Order No. 2003 recognized the need to establish an overarching national framework for Generating Facility interconnections, it also acknowledged the need for regional flexibility because of the vastly different network electrical characteristics, market structures and fundamentals, and the

---

<sup>95</sup> Order No. 2023 at P 37.

<sup>96</sup> See Order No. 2023 at P 1.

different composition of the interconnection queues across the nation.<sup>97</sup> In the case of ISOs and RTOs, the Commission indicated that it would consider variations from the *pro forma* interconnection procedures and agreements, recognizing that “an RTO or ISO has different operating characteristics, depending on its size and location, and is less likely to act in an unduly discriminatory manner than a Transmission Provider that is a market participant.”<sup>98</sup>

Order No. 2023 extends this flexibility to seek independent entity variations consistently provided to ISOs and RTOs:

Consistent with Order Nos. 2003, 2006, and 845, we adopt the NOPR proposal to continue to use the ‘independent entity variation’ standard when considering such proposals from RTOs/ISOs. Consistent with Order Nos. 888, 890, 2003, 2006, and 845, we adopt the NOPR proposal to continue to allow non-RTO/ISO transmission providers to use the regional differences rationale to seek variations made in response to established reliability requirements. In this final rule, we make no changes to the standards used to judge requested variations, as described in Order Nos. 888, 890, 2003, 2006, and 845.

We reject requests to presume that any transmission provider’s tariff meets the requirements of this final rule. We recognize that many transmission providers have adopted or are in the process of adopting similar reforms to those adopted in this final rule. We do not intend to disrupt these ongoing transition processes or stifle further innovation. On compliance, transmission providers can propose deviations from the requirements adopted in this final rule – including deviations seeking to minimize interference with ongoing transition plans – and demonstrate how those deviations satisfy the standards discussed above, which the Commission will consider on a case-by-case basis.<sup>99</sup>

#### **D. Order No. 2023-A**

On March 21, 2024, the Commission issued Order No. 2023-A, addressing requests for rehearing and clarification of Order No. 2023.<sup>100</sup> While Order No. 2023-A largely affirms Order No. 2023, it sets aside Order No. 2023, in part, to specify that:

---

<sup>97</sup> See Order No. 2003 at P 827 (recognizing the differing characteristics of each region and providing RTOs with the flexibility to seek independent entity variations from the final rule “to customize its interconnection procedures and agreements to fit regional need”).

<sup>98</sup> Order No. 2003 Compliance Order at P 4 (citing Order 2003 at P 827); *see also ISO New England, Inc.*, 110 FERC ¶ 61,335 (2005).

<sup>99</sup> Order No. 2023 at PP 1764-1765 (citations omitted).

<sup>100</sup> See generally Order No. 2023-A. Note that this requirement is not applicable as the Filing Parties propose to adopt the transition process required by Order No. 2023.

- Where an Interconnection Customer is in the interconnection queue of a transmission provider that currently uses, or is transition to, a cluster process, and the transmission provider proposes on compliance to adopt new readiness requirements for its annual cluster study, the customer must comply with the new readiness requirements within sixty days of the Commission-approved effective date of the transmission provider's compliance filing.<sup>101</sup>
- Interconnection Customers that share Stand Alone Network Upgrades (*i.e.*, upgrades that may be constructed without affecting day-to-day operations of the system during the construction) may agree to exercise the option to build such upgrades, but Interconnection Customers must reach this agreement on their own and outside the transmission provider's process.<sup>102</sup>
- Transmission providers must complete their determination that an interconnection request is valid by the close of the cluster request window such that only Interconnection Customers with valid interconnection requests proceed to the customer engagement window;<sup>103</sup> and
- Acceptable forms of security for the commercial readiness deposits prior to the Transitional Serial Study, Transitional Cluster Study, Cluster Restudy and the Interconnection Facilities Study should include not only cash or an irrevocable letter of credit, but also surety bonds and other forms of financial security that are reasonably acceptable to the transmission provider.<sup>104</sup>

Order No. 2023-A also grants requests for clarification on several topics, including conflicts with ongoing queue reforms, public interconnection information, cluster study process, allocation of cluster network upgrade costs, shared network upgrades, withdrawal penalties, study delay penalty and appeal structure, affected systems, material modifications, surplus interconnection service availability, operating assumptions for interconnection studies, alternative transmission technologies, and generator ride-through requirements.

Most notably, Order No. 2023-A maintains the 150-day cluster study deadlines for *pro forma* studies, but, importantly, clarifies that Order No. 2023 does not prevent transmission providers from proposing tariff-defined study deadlines that may differ from the 150-day schedule.<sup>105</sup> Order No. 2023-A also clarifies that cost allocation for substation network upgrades is based on the number of interconnection facilities connecting to the substation located at the Point of Interconnection based on the voltage level of the interconnections.<sup>106</sup> Therefore, to allocate these upgrades per capita to each Generating Facility, as Order No. 2023 requires, the transmission owner must first allocate the costs of substation network upgrades on a per capita basis for each customer connecting to the substation, and

---

<sup>101</sup> Order No. 2023-A at P 7.

<sup>102</sup> *Id.*

<sup>103</sup> *Id.*

<sup>104</sup> *Id.*

<sup>105</sup> *Id.* at P 156.

<sup>106</sup> *Id.* at P 178.



then allocate costs on a per capita basis between each generating facility using the Interconnection Facility. Order No. 2023-A also revises several sections of the *pro forma* to address ministerial errors and add minor clarifying edits.

Finally, given these further revisions, Order No. 2023-A directs transmission providers to submit compliance filings with both Order Nos. 2023 and 2023-A within thirty days of the publication of Order No. 2023-A in the Federal Register (*i.e.*, May 16, 2024).

#### **E. Current Status of the Queue**

The integrated queue for Interconnection Requests and Regional Transmission Service requests currently reflects several request submitted under Schedules 23 and 25, and the regional service provisions under the OATT.<sup>107</sup>

Specifically, as of May 1, 2024, there are 28 active Interconnection Requests for Small Generating Facilities in interconnection queue, representing approximately 453 MW, the bulk of which are requests to interconnect solar energy and battery facilities. Of the 28 requests, 24 have completed System Impact Studies as of May 1, representing approximately 375 MW. An additional two Interconnection Requests, representing approximately 40 MW, are anticipated to have completed System Impact Studies prior to July 1, 2024.<sup>108</sup>

Additionally, as of May 1, there are 18 active Interconnection Requests for ETUs in the interconnection queue, most of which are requests to facilitate (and, consequently, are associated with) Interconnection Requests for Large Generating Facilities (mostly, wind generating facilities) submitted under Schedule 22 of the OATT. Of the 18 ETU requests, give have completed System Impact Studies as of May 1, and there are no additional ETU Interconnection Requests for which the ISO anticipates completing a System Impact Studies prior to July 1, 2024.

There is also one active request for Regional Transmission Service in the interconnection queue. This request is currently under study, and the ISO anticipates completing the study prior to July 1, 2024.

While the volume of these requests is less than the Large Generating Facilities, all of these requests consist of interconnections to the Administered Transmission System and many of the requests are being processed and are subject to the same rules as Large Generating Facilities,

---

<sup>107</sup> A more complete breakdown of the current status of the ISO-NE queue is contained in Attachment 4.

<sup>108</sup> July 1, 2024 is the date by which an Interconnection Customer must have a completed SIS in order to participate in the proposed Transitional CNR Group Study described briefly below in Section IX and in detail in Section IV.B.1.c.iv.1 the Order No. 2023 Revisions and contained Section 5.1.1.3 of both Proposed Schedules 23 and 25. August 30 is the date by which an Interconnection Customer must have a completed SIS in order to be eligible to move directly to Interconnection Agreement negotiations rather than participate in the Transitional Cluster Study.

particularly, the ETUs that are facilitating the interconnection of Large Generating Facilities to the system.

#### **F. Implications of Nineteenth Forward Capacity Auction (“FCA 19”) Delay**

On November 3, 2023, the ISO, joined by NEPOOL, filed revisions to the Tariff to delay FCA19, including all pre-auction and post-auction activities related thereto, for one calendar year.<sup>109</sup> The Tariff revisions also addressed the timeline for conducting subsequent auctions, as well as impacts to the schedule for running the three annual balancing auctions (referred to as annual reconfiguration auctions or “ARAs”) that are held between the time of the FCA and the commencement of the capacity delivery year. This included the establishment of an interim reconfiguration auction qualification process. Finally, the proposed Tariff revisions made adjustments to the FCA qualification rules for certain resources, to prevent the delay from adversely impacting their participation in the FCM. These changes were accepted by the Commission on January 2, 2024.<sup>110</sup>

As described above, an Interconnection Customer seeking CNRIS must complete certain FCM-related milestones, including completing the CNR Group Study to qualify to participate in an FCA and achieving a Capacity Supply Obligation. For the reasons explained in more detail below, the existing CNRIS construct whereby the service is achieved through the FCM is not compatible with the Order Nos. 2023 and 2023-A requirement that transmission providers replace the first-come, first-serve serial queue approach with a first-ready, first-served cluster study framework in which each request included in a given cluster is considered to be equally queued. Accordingly, to comply with the requirements in Order Nos. 2023 and 2023-A, the Filing Parties propose to revise the CNRIS construct. To facilitate this, the Order No. 2023 Revisions, filed contemporaneously in Docket No. RM22-14, leverage, as part of the transition process, the adjustments made to the FCM qualification rules to prevent the delay from adversely impacting FCM participation in order to provide Interconnection Customers that have a pending request for CNRIS,<sup>111</sup> but have yet to complete the CNR Group Study for capacity market participation, an opportunity to complete that study, qualify, and establish CNRIS.

#### **V. PROBLEM STATEMENT AND NEED FOR ORDER NO. 2023 RELATED CHANGES**

In Order No. 2023, the Commission directs transmission providers to replace the first-come, first-served serial interconnection study processes with first-ready, first-served cluster study processes. The Commission directs this having found that:

---

<sup>109</sup> *ISO New England Inc. & NEPOOL Participants Comm.*, Filing of ISO New England Inc. and NEPOOL Participants Comm. of Market Rule Changes to Delay Nineteenth Forward Capacity Auction and Related Capacity Market Activities, Docket No. ER24-339-000 (filed Nov. 3, 2023); see also *ISO New England Inc. & NEPOOL Participants Comm.*, 186 FERC ¶ 61,001 (2024) (accepting Initial FCA 19 Delay Filing).

<sup>110</sup> *ISO New England Inc.*, 186 FERC ¶ 61,001 (2024).

<sup>111</sup> See Tariff at § III.13.A.2.

the existing *pro forma* generator interconnection procedures and agreements are insufficient to ensure that interconnection customers are able to interconnect to the transmission system in a reliable, efficient, transparent, and timely manner, thereby ensuring that rates, terms, and conditions for Commission-jurisdictional services are just, reasonable, and not unduly discriminatory or preferential.<sup>112</sup>

The Commission further explains that the existing serial queue processes “incentivize interconnection customers to submit speculative interconnection requests that contribute to interconnection study backlogs, delays, and uncertainty, and, in turn, unjust and unreasonable Commission-jurisdictional rates.”<sup>113</sup> As a result, the Commission revises the *pro forma* LGIP to adapt a cluster study construct to replace the serial interconnection study process.<sup>114</sup> Order No. 2023-A largely affirms these findings and the reforms adopted in the original order, with a limited set of modifications and clarifications.<sup>115</sup>

To comply with Order Nos. 2023 and 2023-A, the Filing Parties are modifying Schedule 22 of the ISO’s OATT to incorporate the *pro forma* LGIP’s first-ready, first-serve cluster study process, with certain variations. In the instant filing, the Filing Parties propose to extend the first-ready, first-served cluster study process that the Commission adopted in Order Nos. 2023 and 2023-A for use in Schedules 23 and 25, as well as Sections II.19 and II.34, with limited modifications necessary to account for the ISO’s Tariff structure in order to preserve certain existing independent entity variations that the Commission has previously found just and reasonable and otherwise consistent with the *pro forma* LGIP, and make the process more efficient. For the following reasons, the Filing Parties submit that the changes are necessary.

First, as detailed above, all Interconnection Requests in New England are currently subject to nearly identical rules and procedures, have the same queue dependencies, are considered in clusters under the same circumstances, have to enter in the same process to participate in the FCM and achieve capacity interconnection service, and are included in the same cost allocation formulas.<sup>116</sup> The revisions to these common, existing constructs in Schedule 22 of the OATT in order to comply with Order Nos. 2023 and 2023-2 necessitate corresponding changes in Schedules 23 and 25, and the Regional Transmission Service rules in order to ensure the processes remain harmonized, avoid inconsistencies between Tariff provisions, and ensure a seamless and

---

<sup>112</sup> Order No. 2023 at P 37.

<sup>113</sup> *Id.* at P 48.

<sup>114</sup> *Id.* at P 177.

<sup>115</sup> Order No. 2023-A at P 7 (summarizing the modifications and clarifications to Order No. 2023).

<sup>116</sup> As proposed for implementation by the Filing Parties, shifting the analysis of capacity deliverability to the interconnection study process and modifying the FCM qualification process to consider interconnection studies does not create barriers to entry in the capacity market. On the contrary, it will align the interconnection process with the *pro forma* construct where interconnection service is achieved through the requirements set forth in the interconnection process, and will serve to streamline the FCM qualification.

implementation Order No. 2023/2023-A transition. Second, based on the ISO's experience administering the interconnection process, project size and type have no bearing on study length, Network Upgrade cost, or complexity of the analysis. Studies for Small Generating Facilities, ETUs, and new transmission service requests can be as, or in some cases are, more complex than those for Large Generating Facilities and can require additional studies, such as local or sub-transmission studies, by the Interconnecting Transmission Owner and Affected Parties depending on the Point of Interconnection.

**A. The Interconnection Procedures are Subject to Nearly Identical Rules and Procedures**

Both Schedules 23 and 25 currently contain the same general requirements as those in Schedule 22, with some differences. Schedule 23 currently contains all the same substantive requirements as Schedule 22, merely organized in a different manner. A comparison of the SGIP and the LGIP shows that, while structured differently, the SGIP already echoes most of the rules in the LGIP.<sup>117</sup> Schedule 25 was modeled directly on Schedule 22 with the major difference being in the type of information provided in the Interconnection Request form due to ETUs being transmission rather than generation projects.

Schedules 22 (LGIP), 23 (SGIP), and 25 (ETUIP) of the OATT follow the same general five-step interconnection process. All Large and Small Generating Facilities and ETUs seeking to interconnect to the Administered Transmission System must: (1) register for an Interconnection Request Tracking Tool account; (2) submit an Interconnection Request to the ISO; (3) undergo the Interconnection Study process; (4) execute an Interconnection Agreement; and (5) register the asset.<sup>118</sup> Within this five-step process, small variations exist in the timelines, deposit amounts, and level of detail required in each sub-step depending upon whether an entity is following Schedule 22, 23, or 25.<sup>119</sup> The revisions to these common, existing constructs in Schedule 22 of the OATT in order to comply with Order Nos. 2023 and 2023-A necessitate corresponding changes in Schedules 23 and 25, and the Regional Transmission Service rules in order to ensure the processes remain harmonized, avoid inconsistencies between Tariff provisions, and ensure a seamless and implementation Order No. 2023/2023-A transition. Running separate serial queues for Small

---

<sup>117</sup> The Commission has also been clear that the SGIP is to be interpreted through the lens of the LGIP in cases where a requirement is not explicitly included in the SGIP. *See* Order No. 2006 at P 47 (explaining, “the SGIP and SGIA also need to be interpreted in the broader context of the entire collection of generator interconnection document that will appear in a Transmission Provider’s OATT, including the LGIP and LGIA.”) *See also id.* at P 59 (stating that “[u]nless expressly changed in this Final Rule, the Commission’s existing interconnection precedent and Order No. 2003 [which are reflected in the ISO’s LGIP] are relevant to this Final Rule and should be used as guidance for interpretation and implementation.”).

<sup>118</sup> *See generally*, OATT, Schedule 22 (LGIP), Schedule 23 (SGIP), and Schedule 25 (ETUIP).

<sup>119</sup> To illustrate the similarities, the Filing Parties attach to this filing a chart comparing at a high-level the LGIP and ETUIP to the SGIP. *See* Attachment 5 (Chart Comparing ISO New England’s Large Generator Interconnection Procedures to Small Generator Interconnection Procedures).

Generating Facilities, ETUs and Transmission Service requests, therefore, is not only infeasible, but would frustrate the Commission's goals in Order Nos. 2023 and 2023-A in that the exclusion of these facilities from the Cluster Study Process would mean that the studies would need to wait and/or be subject to restudies based on the individual serial studies.

All Interconnection Customers submitting an Interconnection Request must include an initial deposit, Site Control documentation (if a request for CNRIS or CNIIS) or additional deposit in lieu of Site Control, and a site map.<sup>120</sup> The current Interconnection Request deposit and data requirements are different for Schedule 23, but the same for Schedules 22 and 25. Once received by the ISO, the ISO reviews the Interconnection Request package for completeness and identifies any deficiencies in the Interconnection Request and notifies the Interconnection Customer within three to five Business Days. Once the Interconnection Customer provides a complete Interconnection Request package and cures any deficiencies, the ISO assigns a queue position for the project.<sup>121</sup>

The parties then begin the Interconnection Study Process.<sup>122</sup> For Large and Small Generating Facilities and ETUs, the ISO schedules and holds a Scoping Meeting to discuss the Interconnection Request and review studies relevant to the request.<sup>123</sup> During the meeting, the Interconnection Customer receives enough information from ISO and the Interconnecting Transmission Owner and Affected Parties in order to determine the study choice to be performed as a next step and the timelines to start and complete each study. For Large and Small Generating Facilities and ETUs, the Interconnection Customer decides whether the ISO should perform an Interconnection Feasibility Study or proceed directly to an Interconnection System Impact Study.<sup>124</sup> All Generating Facilities and ETUs must complete a System Impact Study. Once the System Impact Study is complete, the Interconnection Customer submits any additional materials necessary for the ISO to grant approval of the project under Section I.3.9 of the Tariff and the ISO's Planning Procedure No. 5-1, which ensures that implementation of the project will not

---

<sup>120</sup> See OATT, Schedules 22 and 25, Section 3.4.1 (Initiating an Interconnection Request), Schedule 23, Section 1.3.1 (Initiating an Interconnection Request).

<sup>121</sup> See OATT, Schedules 22 and 25, Section 4 (Queue Position); Schedule 23, Section 1.5 (Queue Position).

<sup>122</sup> See OATT, Schedule 22, Section 3.4 (Valid Interconnection Request), Schedule 25, Section 3.3 (Valid Interconnection Request) & Schedule 23, Section 3 (Study Process).

<sup>123</sup> See OATT, Schedule 22, Section 3.4.4 (Scoping Meeting), Schedule 25, Section 3.3.4 (Scoping Meeting) & Schedule 23, Section 3.2 (Scoping Meeting).

<sup>124</sup> OATT, Schedule 23, Section 3.2.2 (Scoping Meeting). It is possible for parties to proceed right to the formulation of the Interconnection Agreement. See OATT, Schedule 23, Section 3.2.2 (Scoping Meeting).

adversely affect the ISO's system or any other affected entity.<sup>125</sup> The final Interconnection Agreement must be executed within fifteen (15) Business Days of issuance.<sup>126</sup> After the parties execute the Interconnection Agreement, the Interconnection Customer must register the asset in accordance with the Asset Registration Process.<sup>127</sup>

The ETUIP in Schedule 25 of the OATT are based entirely on the LGIP in Schedule 22. Those rules were developed to set forth interconnection requirements and obligations for ETUs, similar to those of internal Large Generating Facilities, allowing them to establish and maintain a meaningful Queue Position; obtain Interconnection Service for certain types of External ETUs; and create mechanisms for Internal ETUs to associate with specific Generating Facilities seeking CNRIS so that they can be studied together. Having these same requirements helped streamline the queue and provided certainty in the process and for those ETUs that continue in the queue, they would be at risk if the Cluster Study process was not extended to Schedule 25 because it would disconnect ETUs from the LGIP.

Past reforms to improve interconnection queue management by increasing milestone and financial requirements have been limited to the LGIP and LGIA. For example, the FCM/Queue Amendments included reforms that increased the milestone and deposit requirements due at various stages of the interconnection process. Correspondingly, to facilitate implementation of Order No. 845 reporting requirements, the Filing Parties increased the Reasonable Efforts timeframes for completion of Interconnection Studies under the LGIP. However, the Filing Parties believe that it is appropriate to update the SGIP consistent with the LGIP, given that the size or type of the project has not been a factor in reducing study complexities, timelines and costs. To illustrate, since 2019, 54 SISs for Small Generating Facilities have been completed, and three restudies have been performed due to withdrawals of higher-queued projects. The average cost and time to complete these studies has been approximately \$174,078 and 354 days (from the start of the study).

Many Small Generating Facilities seek to interconnect to areas in the Administered Transmission System with lower voltage lines (*i.e.*, below 69 kV), which require additional local and sub-transmission analysis and, correspondingly, coordination with multiple Affected Systems. Oftentimes this adds to the length of time it takes to complete an SIS. Although connecting at a lower voltage transmission facilities, there are many cases where the proposed new Small

---

<sup>125</sup> Tariff, Section I.3.9 (Review of Market Participant's Proposed Plans); ISO New England Planning Procedure No. 5-1 (Procedure for Review of Market Participant's or Transmission Owner's Proposed Plans), Section 1 (General); *id.* at Section 2 (stating that Proposed Plan Applications are required to be submitted in accordance with Planning Procedure 5-1 within thirty calendar days from the end of the Interconnection Customer's comment process following the completion of the Interconnection SIS pursuant to Schedule 22 LGIP or Schedule 23 SGIP of the OATT).

<sup>126</sup> OATT, Schedule 22, Section 11.3.2 (Execution and Filing of LGIA); OATT, Schedule 23, Section 4.8 (SGIA).

<sup>127</sup> Tariff, Section I.2.2 (Definitions), Market Rule 1 Accounting, Manual M-28, Section 7 (Settlement Power System Model and Unmetered Load Calculations).

Generating Facilities also have impacts on the transmission system similar to those of Large Generating Facilities. This can lead to the need for Network Upgrades, such as modifications to transmission lines or addition voltage support devices. These upgrade can interact with and be shared by upgrades that are being identified for Large Generators. As is the case for Large Generating Facilities subject to Schedule 22. The major factors leading to delay, are dependencies on prior-queued projects, project data and modeling issues, and additional distribution level analysis and sub-transmission analysis.

Despite these issues, currently, the SGIP requires only a \$2,500 Interconnection Request initial deposit, which does not always cover costs associated with technical review of the data submitted with the Interconnection Request to ascertain its validity and designate a Queue Position, especially if multiple iterations are needed. The SIS deposit is 50 percent of the estimated cost of the Transmission Study and 100 percent of the estimated cost of the Distribution Study, to the extent the Interconnecting Transmission Owner determines one is needed. The modeling and data requirements for submittal of a Small Generating Facility Interconnection Request are currently equal to that of a Large Generating Facility at SIS execution. The growth of new resources seeking to interconnect to the system and their different characteristics have created new challenges for the SGIP as well.<sup>128</sup> In an effort to combat these issues, the Filing Parties recently revised the Interconnection Procedures to exclude all distribution interconnections, so only interconnections to the transmission system are subject to the ISO's interconnection process.<sup>129</sup> Given this, the Filing Parties submit that aligning the SGIP more closely to the LGIP will ensure that there are no gaps or differences in timing to ensure a smooth process.

In addition, given the nature of the Administered Transmission System and the application of the same study procedures to proposed ETUs, there is no basis to treat ETUs any different than Large Generating Facilities. Like Small Generating Facilities, ETUs experience similar timelines and queue dependencies. Since 2019, the ISO has completed nine Feasibility Studies for ETUs. Of these seven have withdrawn and two will be eligible for the Transitional Cluster Study. The Feasibility Studies took an average of 184 days to complete, with the main delays being due to issues with or withdrawals of higher-queued projects, modeling and data issues, and the overall complexity of ETU proposals. The average cost for a Feasibility Study was \$130,210. The withdrawals of ETUs following the Feasibility Study phase were mainly the result of a lack of Site Control for the ETU terminal(s) and expected costly Network Upgrades. Since 2019, the ISO has completed SISs for five ETUs in an average of 709 days, and costing an average of \$335,055. The study length is primarily due to modeling and data issues and unexpected increases in scope.

Given the integrated nature of the transmission system and the challenges presented by the characteristics of newer inverter-based technologies, there is no basis to treat Small Generating

---

<sup>128</sup> See generally *Small Generator Interconnection Agreements and Procedures*, Order No. 792, 145 FERC ¶ 61,159 (2013) (recognizing the growth of small generation requests and proposed certain reforms to streamline their processing), *order on clarification*, Order No. 792-A, 146 FERC ¶ 61,214 (2014).)

<sup>129</sup> See *New Eng. Power Pool Participants Comm. & Participating Transmission Owners Admin. Comm.*, 180 FERC ¶ 61,129, at PP 17-21 (2022).

Facilities, ETUs and Large Generating Facilities differently for purposes of Interconnection Studies.

**VI. THE ORDER NO. 2023 RELATED CHANGES ADDRESS THE PROBLEM WHILE CONTINUING TO ACCOMPLISH THE GOALS OF ORDER Nos. 2003, 2006, 792, 845, 2023, AND THEREFORE ARE JUST AND REASONABLE**

The Filing Parties propose to revise Sections II.19 and II.34, as well as Schedules 23 and 25 of the OATT to align these processes with the revisions proposed to be incorporated in the Tariff to comply with Order Nos. 2023 and 2023-A, which are being submitted contemporaneously with this filing. For ease of review, the Order No. 2023 Related Changes are as follows:

- The SGIP with limited changes to the SGIA, in Schedule 23 of the OATT are proposed to be replaced with rules that are identical (save certain changes discussed below) to those proposed to the LGIP in Schedule 22 as part of the Order No. 2023 Revisions;
- Schedule 25 of the OATT is proposed to be revised to remain consistent with Schedule 22 in its entirety; and
- Sections II.19 and II.34 of the OATT are proposed to be revised to require that any request for RNS or TOUT service that requires a study be studied through the same Cluster Study Process adopted in in Schedule 22 as part of the Order No. 2023 Revisions, and in the SGIP and ETUIP under the instant filing.

The Filing Parties propose to revise Schedules 23 and 25, as well as Sections II.19 and II.34 consistent with the changes required by the Commission in Order Nos. 2023 and 2023-A for the LGIP. As discussed below, the revisions proposed herein adhere closely to the *pro forma* changes reflected in Appendix C of Order No. 2023 and Appendix C of Order No. 2023-A, but, also reflect important variations that are necessary to (1) maintain previously-accepted variations for inclusion in Schedules 23 and 25 that are revised or impacted by the *pro forma* amendments and continue to meet the standards for variance, and (2) adjust unique, regional constructs, such as the manner in which capacity interconnection service is achieved, to align with the new cluster study construct.

**A. Revisions to the Interconnection Procedures in Schedule 23**

In Order Nos. 2023 and 2023-A, while the Commission declined to extend the Cluster Study Process to the *pro forma* SGIP,<sup>130</sup> it did not prohibit voluntary proposals to do so. To resolve the issues explained above, the Filing Parties propose to adopt the new, first-ready, first-served Cluster Study Process in the ISO's SGIP as well (with the same limited modifications proposed in

---

<sup>130</sup> See Order No. 2023 at PP 1737, 1743 (rejecting comments, which requested changes to tariff concerning small generating facilities and small generator interconnection processes, as beyond the scope of the proceeding).



the Order No. 2023 Revisions, as well as additional modifications appropriate for Small Generating Facilities) in order to provide for an equal playing field for all resources interconnecting to the Administered Transmission System in New England, both for interconnection and market participation purposes. To accomplish this, the Order No. 2023 Related Changes first replace the rules currently included in Schedule 23 with a revised Schedule that replicates the rules that are being proposed in Schedule 22 as part of the Order No. 2023 Revisions filed in compliance with Order Nos. 2023 and 2023-A. This replacement includes: the entire SGIP, including related appendices (with limited changes to the SGIA), and the addition of new appendices that are substantially similar to those required by Order Nos. 2023 and 2023-A for the LGIP.

More specifically, the Order No. 2023 Related Changes incorporate in Schedule 23 all aspects of the Cluster Study Process adopted in Order Nos. 2023 and 2023-A, including:

*Reforms to Implement a First-Ready, First-Served Cluster Study Process*

- Interconnection Information Access – Section 6 of Schedule 23 – will provide for the heatmap concepts to apply equally for Small Generating Facilities;
- Cluster Study Process – Sections 3 (with respect to entering a Cluster), 4 (with respect to Queue Positions) and 7 of Schedule 23 (with respect to conducting a Cluster Study); Section III.13 (for FCM related changes); Section II.48 (for changes regarding the establishment of CNR Interconnection Service);<sup>131</sup>
- Allocation of Cluster Study Costs – Section 7.2 of Schedule 23 – will provide for a 50% per MW and 50% per capita split of the costs of Cluster Studies for all Cluster participants;
- Allocation of Cluster Network Upgrade Costs – Schedule 11 – will continue to apply the same rules for cost allocation to Small Generating Facilities;<sup>132</sup>
- Shared Network Upgrades – Section 7.3 of Schedule 23 – will apply the same principles regarding the identification of Shared Network Updates to Small Generating Facilities;
- Increased Financial Commitments and Readiness Requirements – Sections 3 and 7 of Schedule 23 – will extend the concepts of Commercial Readiness Deposits, Site Control requirements and withdrawal penalties to Small Generating Facilities;
- Transition Process – Section 5 of Schedule 23 – will include Small Generating Facilities in the Order No. 2023-required transition process;

---

<sup>131</sup> Corresponding changes in Section II.48 regarding the establishment of CNRIS for Large Generating Facilities, Small Generating Facilities and ETUs are included in the Order No. 2023 Revisions.

<sup>132</sup> Corresponding changes in Schedule 11 regarding the cost allocation methodologies applicable to Large Generating Facilities, Small Generating Facilities and ETUs are included in the Order No. 2023 Revisions.

*Reforms to Increase the Speed of Interconnection Queue Processing*

- Elimination of Reasonable Efforts Standard – Section 3.5.2.1 of Schedule 23 – will apply the same firm study deadlines and potential penalty exposure to Interconnection Studies for Small Generating Facilities;
- Affected Systems – Section 3.6A of Schedule 23 and Attachments 7, 8, 9, and 10 related to the Affected System Process – will extend the applicability of the uniform Affected Systems rules required by Order No. 2023 to Small Generating Facilities

*Reforms to Incorporate Technological Advancements into the Interconnection Process*

- Alternative Transmission Technologies – Section 7.3 of Schedule 23 – will require that the ISO evaluate the same suite of alternatives for Small Generating Facilities;
- Modeling and Ride Through Requirements – Appendix 1 of Schedule 23 – Interconnection Request – will uniformly apply the same data and modeling requirements to Smaller Generating Facilities; and
- Operational Assumptions for Storage Resources – Sections 3.1, 3.3, 7.3, and 8.2 of Schedule 23 – will extend the study of storage resource at peak shoulder load concept proposed in the Order No. 2023 Compliance Revisions to Small Generating Facilities.<sup>133</sup>

With these revisions, Small Generating Facilities will be subject to the same procedures, including Cluster Study Process, as the Large Generating Facilities. As stated above, Small Generating Facilities already are subject to the same study process as Large Generating Facilities, they have the same queue dependencies, and both sets of procedures apply only to projects connecting to the transmission system. In addition, the same suite of rules that apply to Large Generating Facilities with respect to establishing CNRIS, cost allocation for Network Upgrades and Interconnection Facilities, clustering, and modelling apply to Small Generating Facilities subject to the ISO's Interconnection Procedures.

Further, Interconnection Requests submitted under the SGIP experience the same set of factors that contribute to delays in the ISO's queue as Large Generating Facilities. Over the last

---

<sup>133</sup> Order No. 2023 allows Interconnection Customers to specify operating assumptions for storage projects in order to prevent transmission providers from studying storage devices charging at peak load. However, allowing individual customers to specify operating assumptions does not align with the New England market construct where these resources are subject to Security Constrained Economic Dispatch ("SCED"). Therefore, the Filing Parties propose to study all storage resources as charging at peak shoulder load, which for New England is net system-wide level 18,000 MW. Cluster Studies therefore will identify upgrades needed to charge at that load level, potentially reducing the upgrades needed from those that would be necessary if projects were studied for charging at peak load. The Filing Parties further propose to rely on the ISO's SCED process to prevent storage devices from being dispatched at load levels higher than the peak shoulder load under which the facility was studied. The Order No. 2023 Related Revisions incorporate this language in Sections 3.1, 3.3, 7.3, and 8.2 of the ISO-NE SGIP. The complete details regarding the Filing Parties proposal to study storage facilities at shoulder load is included in the 2023 Compliance Revisions Filing Letter in Section IV.B.3.iii.

five years, projects subject to Schedule 23 have received a completed System Impact Study on average 353 days after the beginning of the study, and more than 500 days after signing a System Impact Study Agreement. The same factors that the ISO has described in its quarterly metrics reporting under Schedule 22 have led to these delays for Small Generating Facilities subject to Schedule 23, namely, the need to restudy as the result of the withdrawal of higher queued projects, Interconnection Customer modeling and data issues, and delays in receiving cost estimates from Transmission Owners. Extending the Cluster Study Process framework to Small Generating Facilities subject to Schedule 23 will result in a more efficient and predictable process for them. This, combined with the fact that Small Generating Facilities experience the same queue dependencies and are subject to the same Tariff rules in Section II.48, III.13, and OATT Schedule 11, as well as the Clustering rules in OATT Attachment K, necessitate that they be subject to the same study construct.

The Order No. 2023 Related Changes' extension of the same procedures as those contained in the LGIP to the Schedule 23 SGIP will also provide the additional benefit of extending certain LGIP-exclusive processes to Small Generating Facilities, most notably Surplus Interconnection Service, which was not previously available under the SGIP. Allowing Small Generating Facilities to utilize the Surplus Interconnection Service construct will eliminate an inconsistency in the application of the rules and provide more flexibility for Small Generating Facilities to maximize the use of their Interconnection Service. The Order No. 2023 Related Changes also extend the application of rules related to the consideration of Alternative Transmission Technologies (*i.e.*, proposed Section 7.3), and the practice of studying Generating Facilities that include a storage device at shoulder, rather than peak load, to Small Generating Facilities (*i.e.*, proposed Sections 3.1, 3.3, 7.3, and 8.2), allowing for greater flexibility in project design for Interconnection Customers. By extending these provisions, the Order No. 2023 Related Changes will carry the Commission's goals in Order Nos. 2023 and 2023-A through to Small Generating Facilities.

## **1. Non-Substantive Changes to Schedule 23**

As in the case of the Order No. 2023 Revisions, the Order No. 2023 Related Revisions summarized above globally reflect certain non-substantive variations from the Commission's *pro forma* changes adopted in Order Nos. 2023 and 2023-A, which are also reflected in the Order No. 2023 Revisions. These modifications are necessary to conform the new *pro forma* language to the defined terms and formatting (*e.g.*, capitalization and references of sections and article numbers) used in the Interconnection Procedures. Specifically, to conform the language previously accepted under the independent entity variation standard, have been made throughout the document:<sup>134</sup>

- Replacement of "Transmission Provider" Term – Under Schedule 23, both ISO-NE and the PTOs have responsibilities in the interconnection process that are assigned

---

<sup>134</sup> The Order No. 2023 Related Changes also reflect the following ministerial changes, including: (1) revisions to the Tables of Content, (2) modifications to capitalization and abbreviation of terms, (3) and other non-substantive revisions. These changes have been adopted to the extent that the modifications are consistent with the terminology and structure of the ISO's Tariff.

to the “Transmission Provider” in the Commission’s *pro forma* SGIP. For example, the ISO’s SGIP provides different roles for the ISO and the applicable PTO in the interconnection study process, interconnection facility construction, and ongoing duties once the Small Generating Facility is interconnected. Consistent with the existing allocation of Transmission Provider’s responsibilities in the ISO’s SGIP, the Order No. 2023 Related Changes specify which of the entities has the performance right or obligation covered by the particular provision. The proposed revisions provides for the ISO to be the lead party responsible for administering the process for interconnecting to the Administered Transmission System in New England and being in charge of studies and overall operation and reliability of the system, and the PTOs’ responsibility for construction.

- Application to the “Administered Transmission System” or “New England Transmission System” – The ISO’s SGIP apply to proposed Small Generating Facility interconnections to the Administered Transmission System. Accordingly, the Order No. 2023 Related Changes use the terms “Transmission Provider’s Transmission System” and “coordinated region” with “Administered Transmission System,” consistent with the defined term used in New England. In addition where the term “Transmission Provider’s Transmission System” is used more broadly, *i.e.* in the context of the Affected Systems rules adopted by the Commission, the term has been replaced by “New England Transmission System,” which includes “PTF, Non-PTF, OTF and MTF, within the New England Control Area under the ISO’s operational jurisdiction.”
- Replacement of “Generating Facility Capacity” term – The Commission’s *pro forma* uses the term “Generating Facility Capacity” in various instances. The term “Generating Facility Capacity,” however, is not a defined term in the SGIP. Instead, the Order No. 2023 Related Changes use the terms “Small Generating Facility” and “Generating Facility.” The defined term that matches the *pro forma* “Generating Facility Capacity” is “Generating Facility.” Therefore, the Order No. 2023 Related Changes replace the word “Capacity” in the term “Generating Facility Capacity” with “capability(ies)” throughout.
- Replacement of “ERIS” and “NRIS” terms – The ISO’s SGIP differs from the *pro forma* construct with respect to the types of interconnection service offered. Where the term “ERIS” is used, it has been replaced with “NR Interconnection Service” or “NRIS,” which is the equivalent service in New England. In addition the term “NRIS” has been replaced with “CNR Interconnection Service” or “CNRIS” for the same reason.
- Wherever possible, the Order No. 2023 Related Changes also replace “the Interconnection Customer” with “Interconnection Customer,” including in sections

not modified under Order Nos. 2023 and 2023-A to ensure the term's use is consistent and reduce the need for modifications in the future.<sup>135</sup>

## **2. Substantive Deviation in Schedule 23**

While extending the same procedures contained in the LGIP, as proposed to be revised in compliance with Order Nos. 2023 and 2023-A has significant benefits for Small Generating Facilities, as detailed above, the Filing Parties recognize that applying the Cluster Study Process proposed as part of the Order No. 2023 Revisions to Small Generating Facilities would add unnecessary burdens to Small Generating Facilities. To mitigate the impact of this shift on Small Generating Facilities, the Order No. 2023 Related Changes retain certain elements of the current SGIP and adapt the study deposits and readiness deposits to Small Generating Facilities.

### *a. Retention of Pre-Application Process*

First, consistent with Order Nos. 792 and 792-A, the Order No. 2023 Related Changes propose to retain the pre-application process currently described in Section 1.2 of the SGIP. This provision allows for Interconnection Customers with Small Generating Facilities to obtain “[e]lectric system information . . . [including] relevant system studies, interconnection studies, and other materials useful to an understanding of an interconnection at a particular point on the Administered Transmission System, to the extent such provision does not violate confidentiality provisions of prior agreements or critical infrastructure requirements.”<sup>136</sup> It is reasonable to retain optionality for Small Generating Facilities because allowing prospective Interconnection Customers to access information prior to submitting an Interconnection Request is consistent with Order Nos. 2023 and 2023-A’s requirements related to “Interconnection Information Access.” As noted above, however, the Order No. 2023 Related Changes replace the SGIP in its entirety with the Order Nos. 2023 and 2023-A compliant version of the LGIP, so the pre-application process provisions have been moved to Section 6.2 of the SGIP.

### *b. Deposits and Commercial Readiness*

Second, the Order No. 2023 Related Changes incorporate a study and commercial readiness deposit schedule that reflects lower amounts for Small Generating Facilities both during the Transition Process and the regular Cluster Study Process, as compared to Large Generating Facilities, but follows the same structure. Specifically, for the Transitional Process, the Order No. 2023 Related Changes reflect the following deposits in the SGIP:

---

<sup>135</sup> Note that in some instances, the Filing Parties have left the article “the” in front of the terms System Operator or Interconnecting Transmission Owner given the different terminology used in the ISO-NE Interconnection Procedures versus those used in the *pro forma* LGIP.

<sup>136</sup> Schedule 23, Section 1.2

	Transition Cluster Study (TCS)		Transitional Serial Facilities Study		Interconnection Agreement
	<b>Study Deposit<sup>1</sup></b>	<b>Readiness Deposit</b>	<b>Study Deposit<sup>1</sup></b>	<b>Readiness Deposit</b>	<b>Readiness Deposit</b>
	Cash - Submitted to ISO	Cash or LOC - Submitted to ISO <sup>137</sup>	Cash - Submitted to ISO	Cash, Surety Bond or LOC - Submitted to ISO	Submitted to Transmission Owner
LGIP <sup>138</sup>	\$250,000	\$5,000,000	Greater of \$250,000 or study cost estimate	100% Network Upgrade Estimate	20% Network Upgrade Estimate
LGIP CETU Designated	\$250,000	5% Network Upgrade Assignment - Cash Only	ISO's existing CETU process rules	ISO's existing CETU process rules	ISO's existing CETU process rules
LGIP CNRIS-Only	\$100,000	\$1,000,000	N/A	N/A	20% Network Upgrade Estimate
SGIP	\$100,000	\$500,000	Greater of \$100,000 or study cost estimate	100% Network Upgrade Estimate	20% Network Upgrade Estimate
SGIP CETU Designated <sup>2</sup>	\$100,000	5% Network Upgrade Assignment - Cash Only	ISO's existing CETU process rules	ISO's existing CETU process rules	ISO's existing CETU process rules
SGIP CNRIS-Only	\$50,000	\$250,000	N/A	N/A	20% Network Upgrade Estimate

For the standard Cluster Study Process, the Order No. 2023 Related Changes incorporate the following deposits in Schedule 23:

<sup>137</sup> This deposit may later be replaced with a surety bond once the ISO is prepared to accept them. Note also that Small Generating Facilities are currently subject to the same deposit requirements as Large Generating Facilities under the ISO's Clustering rules. See current Schedule 23, Section 1.5.3.3.2.2.

<sup>138</sup> The information related to the ISO-NE LGIP contained in this table is reflected in this and the next table only for comparison purposes, as those revisions are proposed as part of the Order No. 2023 Revisions filed to comply with Order Nos. 2023 and 2023-A in Docket RM22-14.

	Cluster Request Window			Cluster Study Report	Facilities Study Agreement	Interconnection Agreement
	Application Fee	Study Deposit	Readiness Deposit	Readiness Deposit	Readiness Deposit	Readiness Deposit
	Cash - Submitted to ISO	Cash - Submitted to ISO	Cash, Surety Bond or LOC - Submitted to ISO	Cash, Surety Bond or LOC - Submitted to ISO	Cash, Surety Bond or LOC - Submitted to ISO	Submitted to Transmission Owner
LGIP	\$50,000	\$250,000	\$500,000	5% Network Upgrade Assignment	10% Network Upgrade Assignment	20% Network Upgrade Estimate
LGIP CETU Designated	\$50,000	\$250,000	5% Network Upgrade Assignment - Cash	N/A	10% Network Upgrade Assignment	20% Network Upgrade Estimate
LGIP CNRIS-Only	\$50,000	\$100,000	\$200,000	5% Network Upgrade Assignment	10% Network Upgrade Assignment	20% Network Upgrade Estimate
SGIP	\$15,000	\$100,000	\$200,000	5% Network Upgrade Assignment	10% Network Upgrade Assignment	20% Network Upgrade Estimate
SGIP CETU Designated	\$15,000	\$100,000	5% Network Upgrade Assignment - Cash	N/A	10% Network Upgrade Assignment	20% Network Upgrade Estimate
SGIP CNRIS-Only	\$15,000	\$50,000	\$100,000	5% Network Upgrade Assignment	10% Network Upgrade Assignment	20% Network Upgrade Estimate

The amounts of the initial Interconnection Request (application fee) and study deposit, while greater than those provided for in the Commission’s *pro forma* SGIP, have been reduced from those in the LGIP to recognize the smaller size of the projects. This is consistent with the principle in Order No. 2023, which retains lower study deposit amounts for Small Generating Facilities in the *pro forma* SGIP. As stated above, however, studies for Small Generating Facilities experience costs that are similar to those of Large Generating Facilities and in any event, Interconnection Customers are required to pay the actual costs of studies. Additionally, following the initial deposit/fee amounts, Small Generating Facilities would need to provide the same percentage of Commercial Readiness Deposits as Large Generating Facilities, relative to the upgrades for which they are identified as being responsible. As described also above, it is expected that there will be cases where Small and Large Generators share in contribution to the same upgrades. However, relative share for smaller generators are likely to be lower given that the projects are smaller, and, therefore, less likely to be identified as responsible for shares of upgrade costs under the proportional impact method described in the revisions to Schedule 11 proposed in the Order No. 2023 Compliance Revisions. These deviations from the *pro forma* SGIP are

therefore just and reasonable as well as consistent with Order Nos. 2023 and 2023-A recognizing the circumstances of the ISO-NE queue.

*c. Retention of SGIA*

Third, while the Order No. 2023 Related Changes replace the SGIP as described above, the Filing Parties propose to retain the SGIA in its current form, with limited changes for consistency in defined terms related to the new clustering process, the Affected Systems rules required by Order No. 2023, as well as other non-substantive deviations noted above. The revisions also include the removal of language related to shared costs of Interconnection Facilities from SGIA Article 4.1, as that language is mooted by the rules related to cost allocation in Schedule 11; additions related to testing of equipment in SGIA Article 2.1 to provide consistency with Schedule 22; and replacement of language related to dispute resolution with language consistent with the rules contained in SSGIA Article 10 to be consistent with Schedule 22.

The Filing Parties submit that these proposed revisions, while differing from the *pro forma* SGIP continue to meet the Commission's objectives in Order Nos. 2006, 792, 845, and 2023. Indeed, in Order No. 2023, the Commission stated that: "[i]n Order No. 2006, the Commission adopted standard procedures and a standard agreement for interconnecting generating facilities no larger than 20 MW (called the *pro forma* SGIP and the *pro forma* SGIA), citing the same purposes outlined in Order No. 2003."<sup>139</sup> Indeed, Order No. 2006 states that the SGIP/SGIA are intended to be interpreted consistent with LGIP/LGIA, especially in cases where the SGIP/SGIA is silent or leaves gaps.<sup>140</sup> The express purposes of Order Nos. 2006 and 2023 are, therefore, the same.

In Order No. 2023, the Commission further states that:

The electricity sector has transformed significantly since the issuance of Order Nos. 2003 and 2006. The growth of new resources seeking to interconnect to the transmission system and the differing characteristics of those resources have created new challenges for the generator interconnection process. These new challenges are creating large interconnection queue backlogs and uncertainty regarding the cost and timing of interconnecting to the transmission system, increasing costs for consumers. Backlogs in the generator interconnection process, in turn, can create reliability issues as needed new generating facilities are unable to come online in an efficient and timely manner.<sup>141</sup>

Revising Schedule 23 to better align with Schedule 22, as modified to comply with Order Nos. 2023 and 2023-A, is imperative given the unique constructs in New England and to ensure the processes remain harmonized and implementable. The revisions changes are also appropriate as

---

<sup>139</sup> Order No. 2023 at P 2.

<sup>140</sup> Order No. 2006 at P 47.

<sup>141</sup> *Id.* at P 3.



the changes in the electric sector are impacting the generator interconnection process in totality, not just Large Generating Facilities. As Order Nos. 792 and 792-A recognized, “renewable portfolio standards, state policies promoting distributed generation, and decreases in capital costs have driven a substantial increase in small generator interconnection requests.”<sup>142</sup>

In addition, while Order No. 2006 suggests that a streamlined interconnection process is appropriate for smaller projects,<sup>143</sup> the facts in New England differ significantly from those that existed at the time. The Commission has approved the Filing Parties proposal to exempt distribution connected resources from the Schedule 23 process, resulting in a process that only includes Small Generating Facilities seeking to interconnect to the Administered Transmission System, thereby eliminating the processes’ burden on small projects. Additionally, the Commission has previously found that the inclusion of Small Generators in Cluster Studies provides “greater certainty in a shorter and less complex interconnection process than the serial study process in the *pro forma* SGIP.”<sup>144</sup>

For these reasons, the Filing Parties submit the Order No. 2023 Related Changes mirroring the LGIP in the SGIP, and the corresponding limited changes in the SGIA to achieve full alignment, are just and reasonable, and not unduly discriminatory.

## **B. Revisions to the Interconnection Procedures in Schedule 25**

The Order No. 2023 Related Changes also extend the same revisions being made to the LGIP/LGIA to comply with Order Nos. 2023 and 2023-A, including the Cluster Study process, in Schedule 25 of the ISO’s OATT. As described above, Schedule 25 is modeled directly on Schedule 22 with limited differences to account for its application to transmission projects, rather than generation projects. As a result, the same study process applies to ETUs as Large Generating Facilities, the deposits are the same for ETUs as Large Generating Facilities, and they are subject to the same rules related to cost allocation, affected systems studies, establishing capacity capability, and clustering.

ETUs subject to Schedule 25 also are subject to the same set of factors that contribute to delays in the ISO’s queue as Large Generating Facilities. Since 2021, elective transmission projects subject to Schedule 25 have received a completed System Impact Study on average 709

---

<sup>142</sup> *Participation of Distributed Energy Resource Aggregations in Markets Operated by Regional Transmission Organizations and Independent System Operators*, Order No. 2222, 172 FERC ¶ 61,247, at P 95 (2020), *order on reh’g*, Order No. 2222-A, 174 FERC ¶ 61,197, *order on reh’g*, Order No. 2222-B, 175 FERC ¶ 61,227 (2021); *see also* Order No. 792 at P 23.

<sup>143</sup> *See* Order No. 2006 at P 39.

<sup>144</sup> *See Arizona Public Service Company*, Order on Tariff Revisions, 184 FERC ¶ 61,188 (2023) (accepting Arizona Public Service Company’s proposal to move to a single annual cluster request window for both Small and Large Generating Facilities). The Filing Parties also note that the exclusion of Small Generators subject to the fast track and 10 kW inverter processes are not applicable in New England because only projects interconnecting to the Administered Transmission System are subject to the SGIP.

days after signing a System Impact Study Agreement, but like Large Generating Facilities, studies have been completed closer to 270 days from the time they start. The same factors that the ISO has described in its quarterly metrics reporting under Schedule 22 have led to such delays for projects subject to Schedule 25, namely the need to restudy as the result of the withdrawal of higher queued projects, Interconnection Customer data issues, and delays in receiving cost estimates from Interconnecting Transmission Owners. Extending the Cluster Study Process framework to ETUs subject to Schedule 25 will result in a more efficient and predictable process for them.

As with Schedules 22 and 23, the proposed revisions are generally included in the following Sections of Schedule 25:

*Reforms to Implement a First-Ready, First-Served Cluster Study Process*

- Interconnection Information Access – Section 6 of Schedule 25 - will provide for the heatmap concepts to apply equally for ETUs;
- Cluster Study Process – Sections 3 (with respect to entering a cluster), 4 (with respect to queue positions) and 7 of Schedule 25 (with respect to conducting a Cluster Study); Section III.13 (for FCM related changes); Section II.48 (for changes regarding the establishment of CNR Interconnection Service);<sup>145</sup>
- Allocation of Cluster Study Costs – Section 7.2 of Schedule 25 - will provide for a 50% per MW and 50% per capita split of the costs of Cluster Studies for all Cluster participants;
- Allocation of Cluster Network Upgrade Costs – Schedule 11 - will continue to apply the same rules for cost allocation to ETUs;<sup>146</sup>
- Shared Network Upgrades – Section 7.3 of Schedule 25 - will apply the same principles regarding the identification of Shared Network Updates to ETUs;
- Increased Financial Commitments and Readiness Requirements – Sections 3 and 7 of Schedule 25 - will extend the concepts of enhanced study deposits, Commercial Readiness Deposits, Site Control requirements and Withdrawal Penalties to ETUs;
- Transition Process – Section 5 of Schedule 25 – will include ETUs in the Order No. 2023-required transition process;

*Reforms to Increase the Speed of Interconnection Queue Processing*

- Elimination of Reasonable Efforts Standard – Section 3.5.2.1 of Schedule 25 - will apply the same firm study deadlines and potential penalty exposure to Interconnection Studies for ETUs;

---

<sup>145</sup> As noted above, these changes are included as part of the Order No. 2023 Compliance Revisions and not part of the instant filing.

<sup>146</sup> As noted above, these changes are included as part of the Order No. 2023 Compliance Revisions and not part of the instant filing.

- Affected Systems – Section 3.6A of Schedule 25 and Attachments 7, 8, 9, and 10 related to the Affected System Process – will extend the applicability of the uniform Affected Systems rules required by Order No. 2023 to ETUs;

*Reforms to Incorporate Technological Advancements into the Interconnection Process*

- Alternative Transmission Technologies – Section 7.3 of Schedule 25 - will require that the ISO evaluate the same suite of alternatives for ETUs; and
- Modeling and Ride Through Requirements – Appendix 1 of Schedule 25 – Interconnection Request - will uniformly apply the same data and modeling requirements to ETUs.

Extending the Cluster Study framework to ETU IP is reasonable because since its inception, Schedule 25 has mirrored Schedule 22 in all areas (including study deposits), except for the data and modelling information required being different for transmission rather than generation projects. This, combined with the fact that ETUs experience the same queue dependencies and are subject to the same Tariff rules in Section II.48, III.13, and OATT Schedule 11, as well as the Clustering rules in OATT Attachment K, necessitate that they be subject to the same study construct.

The Filing Parties propose to subject ETUs to the same study deposit and fee structure as those for Large Generating Facilities (described in the table above). This is reasonable because ETUs are similar in size and study scope to Large Generating Facilities, and often result in Network Upgrades that are similar in cost to Large Generating Facilities. The Filing Parties note, however, that the proposed revisions to Schedule 25 do not include rules related to Surplus Interconnection Service, or rules related to operating assumptions for storage devices since those requirements are not applicable to ETUs (because ETUs cannot by definition be storage resources). Surplus Interconnection Service relies on the availability of Unused Capability, a concept that is not readily transferable to ETUs, which by their nature are operated to their full capability.

The Filing Parties submit that is just and reasonable to extend all of the Cluster Study-related requirements identified in Order Nos. 2023 and 2023-A, with the exception of those rules that can apply only to Generating Facilities, to ETUs because it will accomplish the Commission's stated goals of a streamlined study process for all projects, while at the same time ensuring that the application of all rules relevant to interconnection in the ISO's Tariff will remain the same. By harmonizing these rules and providing for an integrated interconnection process, the greater level of consistency within the Tariff will better serve the ISO, its customers, and its stakeholders moving forward.

**C. Revisions to Sections II.19 and II.34 of the OATT Related to Regional Transmission Service and Through or Out Service**

The Order No. 2023 Related Changes also incorporate revisions to the study procedures for Regional Transmission Services (*i.e.*, RNS and TOut Service) set forth in OATT Sections II.19 and II.34, respectively, to adopt the Cluster Study Process framework proposed for Schedules 23

and 25, and remove the current serial study framework. Specifically, the proposed OATT revisions for both sections remove the System Impact Study and associated agreement and procedures,<sup>147</sup> replacing it with a Cluster Study Process. The System Impact Study Agreement and Cost Reimbursement sections are no longer operative under a regional Cluster Study Process. The proposed OATT revisions for both sections also significantly revise the Facilities Study procedures for both services, removing details about the timing and tender of that study's agreement and process, and replace it with reference to the applicable Facilities Study Procedures of Schedules 22, 23, and 25 of the OATT.<sup>148</sup>

For both OATT Sections II.19 and II.34, the proposed revisions add language referencing "additional provisions" for each service and specify that for all requests for either Regional Transmission Service or TOut Service that require study evaluation,<sup>149</sup> the Eligible Customer and the ISO will follow the process and procedures set forth in Schedule 22 of the OATT with respect to the performance of the Cluster Study and Facilities Study, except that, if the ISO determines that additions or upgrades are required to accommodate the request for either Regional Transmission Service, the costs of the additions or upgrades required will be allocated to the Eligible Customer in a manner consistent with how costs for Generating Facility related upgrades are allocated through Schedule 11 (Generator Interconnection Related Upgrade Costs) of the OATT. The proposed OATT revisions also necessarily eliminate the current Expedited Procedures for New Facilities offered as part of the study procedures for TOut Service.<sup>150</sup>

Additionally, for the sections concerning penalties for failure to meet the study deadlines,<sup>151</sup> the proposed OATT revisions remove the previous procedures and add that the service requests will be subject to certain study deadlines described in Schedule 22<sup>152</sup> and the penalty provisions of Schedule 22.<sup>153</sup>

---

<sup>147</sup> The proposed OATT language for both sections removes the language referencing the description of the System Impact Study's methodology and tendering of the System Impact Study Agreement and adds a requirement for the Eligible Customer to execute a Cluster Study Agreement and return it to the ISO during the next Cluster Request Window together with the study and Commercial Readiness deposits and technical data required for new requests of NR Interconnection Service by Schedule 22 (for requests greater than 20 MW) and Schedule 23 (for request up to 20 MW) of the OATT. Proposed OATT, Sections II.19.1, II.34.1

<sup>148</sup> See Proposed OATT, Sections II.19.2, II.34.2.

<sup>149</sup> The ISO expects that new proposals to build data centers and other major electrification projects will drive increases in requests for RNS service. Where such requests require study, the including them in a Cluster Study will allow for their processing on a level playing field with Interconnection Requests that have similar impacts and result in similar upgrade requirements.

<sup>150</sup> See OATT, Section II.34.7.

<sup>151</sup> See OATT, Sections II.19.3, II.34.8.

<sup>152</sup> Proposed OATT, Schedule 22, Sections 3.5.2.1, 3.5.2.2, 3.5.2.3.

<sup>153</sup> Proposed OATT, Schedule 22, Section 3.9.

While the Commission has reviewed revisions to the assignment of costs and determination of Network Load pursuant to the ISO's Regional Transmission Services under the just and reasonable standard on a "case-by-case basis,"<sup>154</sup> the revisions to the OATT proposed here specifically pertain to the study procedures for Regional Transmission Services and, therefore, the Commission should consider them under the "consistent with or superior to" standard of review applicable to deviations from the *pro forma* OATT other than interconnection procedures and agreements.<sup>155</sup> The proposed OATT's revisions to the Regional Transmission Services described above are consistent with or superior to the *pro forma* OATT as they allow for a more efficient Cluster Study approach and harmonize the study procedures for Regional Transmission Services under a similar Cluster Study Process to the one adopted the Commission in Order No. 2023 for large generator interconnections. As the Commission found in Order No. 2023, a first-ready, first served Cluster Study Process improves efficiency for a number of reasons compared to a serial study process.<sup>156</sup> These reasons also support why the proposed revisions to the ISO's Regional Transmission Service would benefit from a cluster study framework too, which provides a mechanism to study service requests in groups where all service requests in the group are equally queued and of equal study priority.

Additionally, the Commission previously found, when accepting PJM's proposed interconnection reforms, that the nature of the cluster study process allowed PJM similarly to move its transmission service "to a more efficient cluster study approach."<sup>157</sup> The ISO's Regional Transmission Service will benefit from this same increase in efficiency under the proposed OATT

---

<sup>154</sup> *ISO New Eng., Inc.*, 178 FERC ¶ 61,086, at P 50 (2022) ("[W]e evaluate whether Filing Parties' proposal is just and reasonable consistent with the case-by-case analysis permitted in Order No. 890 based on the specific facts and circumstances and record evidence before us in this matter.").

<sup>155</sup> *See PJM Interconnection, L.L.C.*, 181 FERC ¶ 61,162, at P 127 n.225 (2022) ("Although PJM sought review of its proposal to remove penalties . . . under the independent entity variation standard . . . that standard applies only to an ISO/RTO's proposed variations to the *pro forma* interconnection procedures and agreements. Here, the Commission applies the "consistent with or superior to" standard, which is applicable to other aspects of the *pro forma* OATT, including the operational penalty provisions established under Order No. 890." (citing to Order No. 2003 at PP 26, 827; *Preventing Undue Discrimination and Preference in Transmission Service*, Order No. 890, 118 FERC ¶ 61,119, at PP 157-158, 160 (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)).

<sup>156</sup> Order No. 2023 at P 4 n.7 (describing the increased efficiency of a cluster study process as due to elements including: "increased access to information prior to entering the queue; a mechanism to study interconnection requests in groups where all interconnection requests in the group are equally queued and of equal study priority; and increased financial commitments and readiness requirements to enter and proceed through the queue" compared to a serial study process, which "provides limited information to interconnection customers prior to entering the queue, assigns interconnection requests an individual queue position based solely on the date of entry into the queue, and contains limited financial and readiness requirements").

<sup>157</sup> *PJM Interconnection, L.L.C.*, 181 FERC ¶ 61,162, at P 127.

revisions adopting a cluster study process, including for proposals to build data centers and other major electrification projects. Moreover, by harmonizing these study procedures with the cluster study framework proposed for Schedules 22, 23, and 25, the ISO will be able to offer a study process for the Regional Transmission Services to Eligible Customers in a similar manner to the study processes for Schedules 22, 23, and 25, providing Eligible Customers greater consistency across the OATT.

## **VII. STAKEHOLDER PROCESS**

ISO-NE conducted collaborative stakeholder outreach through the NEPOOL Participant Process in order to obtain feedback from the region's stakeholders and discuss the plan for compliance with Order Nos. 2023 and 2023-A. ISO-NE's Order No. 2023 Related Changes filed herein and the Order No. 2023 Revisions being filed concurrently were simultaneously considered through the complete NEPOOL Participant Process and was ultimately unanimously supported by the NEPOOL Participants Committee. As further described below, the Order No. 2023 Related Changes (referred to in this section as the "compliance proposal") were considered separately by two of NEPOOL's standing Technical Committees.

### **A. NEPOOL Transmission Committee Review**

The NEPOOL Transmission Committee discussed Order No. 2023, considered proposals and provided input on compliance over the course of eight meetings, beginning on August 22, 2023.<sup>158</sup> At the Transmission Committee's September 27, 2023 meeting, ISO-NE first gave an overview of its proposed compliance and presented on the transition process and specific considerations for New England's capacity markets and capacity interconnection service.<sup>159</sup>

In light of the then-effective and fast-approaching Order No. 2023 compliance deadline (December 5, 2023) and the need to preserve a fulsome NEPOOL stakeholder process, on October 2, 2023, the NEPOOL Participants Committee filed a motion with the Commission requesting an additional 45 days for compliance with Order No. 2023. On October 25, 2023, the Commission extended the compliance filing deadline to April 3, 2024, thereby providing additional time for further Technical Committee consideration and discussion of compliance proposals.

---

<sup>158</sup> At the August 22, 2023 Transmission Committee meeting, the Transmission Committee heard a presentation from NEPOOL Counsel on Order No. 2023 and asked specifics about the Order.

<sup>159</sup> See *Order 2023 Improvements to Generator Interconnection Procedures and Agreements: Transition Process – Detailed Review*, ISO New England Inc. (Sept. 27, 2023), [https://www.iso-ne.com/static-assets/documents/100003/a04c\\_2023\\_09\\_27\\_tc\\_order\\_2023\\_compliance\\_transition.pdf](https://www.iso-ne.com/static-assets/documents/100003/a04c_2023_09_27_tc_order_2023_compliance_transition.pdf); *Order 2023 Improvements to Generator Interconnection Procedures and Agreements: Capacity Interconnection Service Considerations*, ISO New England Inc. (Sept. 27, 2023), [https://www.iso-ne.com/static-assets/documents/100003/a04b\\_2023\\_09\\_27\\_tc\\_order2023\\_compliance\\_capacity\\_interconnection.pdf](https://www.iso-ne.com/static-assets/documents/100003/a04b_2023_09_27_tc_order2023_compliance_capacity_interconnection.pdf); *Order 2023 Improvements to Generator Interconnection Procedures and Agreements: Proposed Compliance Overview*, ISO New England Inc. (Sept. 27, 2023), [https://www.iso-ne.com/static-assets/documents/100003/a04a\\_2023\\_09\\_27\\_tc\\_order2023\\_compliance\\_overview.pdf](https://www.iso-ne.com/static-assets/documents/100003/a04a_2023_09_27_tc_order2023_compliance_overview.pdf).

Starting at the October 17, 2023 NEPOOL Transmission Committee meeting, in addition to further presentations from ISO-NE, the Transmission Committee began to hear proposals regarding Order No. 2023 compliance from NEPOOL Participants for ISO-NE and NEPOOL consideration (“Participant Amendment Proposals”). Over the course of the November 9, November 21 and December 21, 2023, as well as, at the January 4 and January 23, 2024 Transmission Committee meetings, the Transmission Committee considered over 14 presentations from ISO-NE and discussed 28 Participant Amendment Proposals.<sup>160</sup> The Participant Amendment Proposals covered a wide range of interconnection-related topics, such as deposits, withdrawal penalties, the transition process, project changes during the interconnection process, greater transparency regarding study and cost allocation methodologies, and FCM-related provisions of the Interconnection Procedures. Starting in early December, ISO-NE began posting proposed redlines to its Tariff for NEPOOL stakeholder review.<sup>161</sup>

As a testament to the collaborative process between ISO-NE and the NEPOOL Transmission Committee, and the ISO’s willingness to work with NEPOOL, the number of Participant Amendment Proposals was reduced from 28 at its peak in January, 2024 to just six at the time the Transmission Committee voted on February 15, 2024. While many of the Participant Amendment Proposals were dropped from consideration due to the understanding that they would not meet the requisite voting threshold rather than being adopted by ISO-NE,<sup>162</sup> the ISO did incorporate a substantial number of Participant Amendment Proposals into its compliance proposal.<sup>163</sup> Throughout the Transmission Committee process, ISO-NE provided feedback on

---

<sup>160</sup> In addition to the many presentations, ISO-NE also provided and updated a set of Frequently Asked Questions for stakeholders. See *ISO-NE Responses to New Process Related Questions Raised in the Context of Order No. 2023 Compliance Discussions*, ISO New England Inc. (Jan. 18, 2024), [https://www.iso-ne.com/static-assets/documents/100007/2024\\_01\\_18\\_tc\\_order2023\\_new\\_process\\_faq\\_final.pdf](https://www.iso-ne.com/static-assets/documents/100007/2024_01_18_tc_order2023_new_process_faq_final.pdf).

<sup>161</sup> ISO-NE ultimately posted over four versions of its Tariff redlines as the compliance proposal evolved with stakeholder feedback.

<sup>162</sup> Any amendment offered at the Transmission Committee must meet the minimum 66.67% voting threshold in order to be supported by the Transmission Committee. This 66.67% voting threshold applies to NEPOOL consideration of all ISO-NE Tariff revisions, except for Market Rules and related revisions. See Memorandum from Transmission Committee Chair and Vice Chair to NEPOOL Transmission Committee (Feb. 1, 2024), [https://www.iso-ne.com/static-assets/documents/100008/2024\\_02\\_01\\_tc\\_order\\_no\\_2023\\_voting\\_process\\_information.pdf](https://www.iso-ne.com/static-assets/documents/100008/2024_02_01_tc_order_no_2023_voting_process_information.pdf).

<sup>163</sup> See *Order No. 2023 – Improvements to Generator Interconnection Procedures and Agreements: ISO-NE’s Compliance Design and Feedback on Remaining Stakeholder Proposals*, ISO New England Inc., at 29 (Feb. 15, 2024), [https://www.iso-ne.com/static-assets/documents/100008/a03a\\_2024\\_02\\_15\\_tc\\_order2023\\_iso\\_design\\_overview\\_stakeholder\\_feedback\\_presentation.pdf](https://www.iso-ne.com/static-assets/documents/100008/a03a_2024_02_15_tc_order2023_iso_design_overview_stakeholder_feedback_presentation.pdf) (“February 2024 Presentation”).

each Participant Amendment Proposal and engaged with stakeholders regarding the feasibility of a proposal.<sup>164</sup>

Although there was a collaborative and comprehensive dialogue throughout the Transmission Committee stakeholder process, ultimately ISO-NE's compliance proposal failed to pass at the Transmission Committee with a vote of 56.49% in favor, largely due to the lack of support from those committee members who supported some or all of the Participant Amendment Proposals.<sup>165</sup> The six remaining Participant Amendment Proposals were also voted on and each also failed to meet the requisite minimum voting threshold to pass of 66.67%.<sup>166</sup>

Additionally, after the issuance of Order No. 2023-A, the ISO brought incremental Tariff revisions to the Transmission Committee for review and vote at its April 25 meeting. The Transmission unanimously recommended Participants Committee support for these revisions.

## **B. NEPOOL Markets Committee Review**

The Markets Committee considered revisions to Tariff Sections I.2.2 and III.13 related to the construct for allocating Capacity Network Resource Interconnection Service through the FCM. This review and input occurred over the course of three meetings, beginning at the December 12-14, 2023 meeting and concluding with a vote at the February 6-8, 2024 meeting. There were no Participant Amendment Proposals raised for discussion at the Markets Committee. The Markets Committee supported ISO-NE's proposed revisions to Market Rule 1 and Section 1.2.2 of the Tariff with no opposition.

## **C. NEPOOL Participants Committee Review**

After failing to receive the requisite voting threshold at the Transmission Committee in February, 2024, ISO-NE, NEPOOL counsel, and Participant Amendment Proposal proponents

---

<sup>164</sup> See e.g., February 2024 Presentation; Memorandum from ISO-NE to NEPOOL Participants Committee (Mar. 1, 2024), [https://www.iso-ne.com/static-assets/documents/100009/2024\\_03\\_04\\_pc\\_memo\\_on\\_updates\\_to\\_iso\\_order2023\\_compliance.pdf](https://www.iso-ne.com/static-assets/documents/100009/2024_03_04_pc_memo_on_updates_to_iso_order2023_compliance.pdf) (regarding ISO-NE's compliance proposal and stakeholder amendments).

<sup>165</sup> See Memorandum from Transmission Committee Secretary to Participants Committee (Feb. 16, 2024), [https://www.iso-ne.com/static-assets/documents/100008/2024\\_02\\_15\\_tc\\_actions\\_letter.pdf](https://www.iso-ne.com/static-assets/documents/100008/2024_02_15_tc_actions_letter.pdf). The individual Sector votes were Generation (3.76% in favor, 12.94% opposed, 3 abstentions), Transmission (16.70% in favor, 0.00% opposed, 0 abstentions), Supplier (10.44% in favor, 6.26% opposed, 2 abstentions), Publicly Owned Entity (16.70% in favor, 0.00% opposed, 0 abstentions), Alternative Resources (2.48% in favor, 14.03% opposed, 4 abstentions), and End User (6.42% in favor, 10.28% opposed, 1 abstention).

<sup>166</sup> See specific details on the votes in the Notice of Actions for the February 15, 2024 meeting of Transmission Committee here: [https://www.iso-ne.com/static-assets/documents/100008/2024\\_02\\_15\\_tc\\_actions\\_letter.pdf](https://www.iso-ne.com/static-assets/documents/100008/2024_02_15_tc_actions_letter.pdf).



coordinated to explore how differences could be narrowed and elements of the remaining Participant Amendment Proposals could be incorporated into the compliance proposal. Ultimately, ISO-NE was able to resolve four of the six Participant Amendment Proposals by adopting them in some form into the compliance proposal and a commitment regarding future stakeholder process in this filing letter, and the remaining two Participant Amendment Proposals were withdrawn by the proponents. As a result of this collaborative compliance effort, at its March 7, 2024 meeting, the NEPOOL Participants Committee voted unanimously to support the ISO-NE Compliance Proposal, with no other amendments proposed.<sup>167</sup> At its May 2, 2024 meeting the Participants Committee also considered and unanimously supported the incremental Tariff revisions in response to Order No. 2023-A. Therefore, NEPOOL fully supports this filing and the proposed Order No. 2023 Related revisions to the ISO-NE Tariff.

#### **D. Future Stakeholder Efforts**

During the implementation of the rules proposed herein, the ISO will continue its engagement with stakeholders to ensure successful implementation at the outset and to assess potential improvements going forward. These plans were discussed with stakeholders at the February 15 Transmission Committee.

The ISO's initial objective is to prepare the ISO and its Participants to successfully execute the sweeping changes encompassed in the Order, and embodied in the compliance proposal, which will involve drafting conforming updates to the ISO New England Planning Procedures, offering training opportunities explaining the changes, and hosting a technical session to ensure Participant readiness.

As soon as practicable, as the ISO and the region gain experience with implementing the new procedures, the ISO plans to conduct a series follow up sessions with stakeholders, including specifically with NEPOOL Participants, to: (i) discuss lessons learned in the new interconnection process, (ii) gather input from NEPOOL Participants on potential improvements, and (iii) discuss potential best practices on related interconnection issues and implementation, such as data and modeling improvements, automation, and non-material project size reductions for Interconnection Customers. This commitment to ongoing discussion of interconnection rule and implementation improvements based on experience and engagement with NEPOOL and other stakeholders was an important consideration for many of the NEPOOL Participants who collaborated with the ISO on the Order No. 2023 Revisions.

### **VIII. PTO AC REVIEW**

The PTO AC voted unanimously to support the Order No. 2023 Related Changes reflected in Schedules 23 and 25 of the OATT at its March 8 and April 24 meetings.

---

<sup>167</sup> See Noted Actions of the NEPOOL Participants Committee (March 7, 2024) <https://www.iso-ne.com/static-assets/documents/100009/npc-noa-20240307.pdf>.

## **IX. REQUESTED EFFECTIVE DATE**

The Filing Parties respectfully request that the Commission accept the Order No. 2023 Related Changes as submitted in this filing, without modifications or conditions, to be effective August 12, 2024, the same as the effective date the ISO requests for the Order No. 2023 Revisions filed concurrently in compliance with Order Nos. 2023 and 2023-A. If the Commission assigns an effective date other than August 12, 2024, for the Order No. 2023 Revisions, the ISO requests that this Section 205 filing receive the same effective date.<sup>168</sup>

In Order No. 2023, the Commission stated:

... it is important to implement this final rule in a timely manner, given the pressing need to reform the interconnection processes, as discussed in this final rule. On the Commission-approved effective date of the transmission provider's compliance filing with this final rule, the transmission provider will commence the transition study process. After the conclusion of the transition study process, the transmission provider will begin the first standard cluster study process, and in its compliance filing, the transmission provider will indicate the number of calendar days after the conclusion of the transition study process when it will begin this first standard cluster study process (e.g., 30 calendar days after the conclusion of the transition study process). By setting a 90-calendar day compliance filing deadline, the Commission may be in a position to act on the filings sooner, which will allow transmission providers to commence the transition process and progress to the first standard cluster study process earlier, and thereby implement the reforms contemplated by this final rule earlier rather than later.<sup>169</sup>

As discussed herein, the transition process for Schedule 23 and 25 will be identical to that proposed for Schedule 22, and ISO-NE stands ready to begin the transition process. An August 12, 2024 effective date allows the region to align the Order No. 2023 transition process with the interim RA qualification process being performed for 2024 pursuant to Section III.13.1.2, of the Tariff, and to leverage that process to facilitate the transition for Interconnection Customers with Interconnection Requests for CNRIS or CNIIS to establish CNRC and CNIC, respectively.

---

<sup>168</sup> The ISO is filing this Section 205 filing, a companion to the ISO's Order No. 2023 compliance filing, with the eTariff filing code for a 12/31/9998 effective date out of an abundance of caution, so that, if the effective date assigned by the Commission differs from the one requested, the ISO may adopt the assigned effective date. The ISO requests that the Commission act on this Section 205 filing simultaneously with the ISO's Order No. 2023 compliance filing.

<sup>169</sup> Order No. 2023 at P 1762. The Filing Parties note that the Commission extended the compliance deadline in this proceeding until April 3, 2024, however that extension did not modify the underlying rationale in Order No. 2023 regarding the speed with which the Commission sought to transition to the first-ready, first-served study process.

Consistent with Order No. 2023, this filing sets a June 13, 2024 Eligibility Date after which no new Interconnection Requests will be accepted until the first standard Cluster Study opens. An August 12 effective date will allow the ISO to promptly commence the Order No. 2023 transition process, which the ISO plans to complete in its entirety by 2025, at which time, it will open the first standard Cluster Study Process and thereby, minimize the period during which no Interconnection Requests may be submitted to approximately a year.

Order No. 2023 recognizes that the queue backlog has reliability impacts; and this is among the reasons the Commission states for the need for reform.<sup>170</sup> Any delay in commencing the transition process and opening the standard Cluster Study Process impacts the progress of resources that are needed to meet the region's policy objectives.<sup>171</sup> The ISO has previously said that that "our analysis highlights the dynamic nature of the region's energy adequacy risk profile..." and that "[t]imely additions of BTM and utility-scale PV, offshore wind, and incremental imports from NECEC are critical to mitigate energy shortfall risks that result from significant winter load growth and retirements."<sup>172</sup> A delay in processing Interconnection Requests will impact the flow of resources coming online, which are needed to proceed to the capacity market and contribute to reliability needs.

In addition, acceptance of the transition rules proposed herein, particularly those related to the Transitional CNR Group Study (described in detail in Section IV.B.1.c.iv.1 the Order No. 2023 Revisions), will allow Interconnection Customers to begin taking part in FCM activities in the interim reconfiguration auction cycles that will take place in 2024. A delayed order in this proceeding would result in these Interconnection Customers needing to wait until a later auction cluster cycle, which would not only be detrimental to those Interconnection Customers, but would result in a less robust capacity market participation.

The Filing Parties therefore submit that it is critical for the Commission to accept the Order No. 2023 Revisions, together with the companion Order No. 2023 Related Changes, as of August 12, 2024.

## **X. 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.<sup>173</sup>

---

<sup>170</sup> Order No. 2023 at PP 3, 54.

<sup>171</sup> From 2015 to 2024, Connecticut, Maine, Massachusetts, and Rhode Island have solicited more than 14,650 MW of supply through large-scale clean energy procurements, consisting primarily of wind, solar, hydro, and nuclear energy resources. This is driving proposals in the ISO queue.

<sup>172</sup> See *Operational Impact of Extreme Weather Events: Probabilistic Energy Adequacy Tool (PEAT) – Results of Shareholder-Informed Winter 2032 Sensitivity Analysis*, ISO New England Inc., at 33 (Nov. 14, 2023), [https://www.iso-ne.com/static-assets/documents/100005/a08\\_operational\\_impact\\_of\\_extreme\\_weather\\_events.pdf](https://www.iso-ne.com/static-assets/documents/100005/a08_operational_impact_of_extreme_weather_events.pdf).

<sup>173</sup> 18 C.F.R. § 35.13.

However, the Order No. 2023 Related 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;
- ♦ redlined Tariff revisions of Schedule 23, Schedule 25, Section II.19, and Section II.34 of the ISO Tariff (Attachment 1);
- ♦ clean Tariff revisions of Schedule 23, Schedule 25, Section II.19, and Section II.34 of the ISO Tariff (Attachment 2);
- ♦ the McBride Affidavit (Attachment 3);
- ♦ Current Status of the ISO-NE Queue (Attachment 4);
- ♦ Chart Comparing ISO New England’s Large Generator Interconnection Procedures to Small Generator Interconnection Procedures (Attachment 5); 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 6).

35.13(b)(2) - The Filing Parties, request that the Order No. 2023 Related Changes become effective on August 12, 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 VI of this transmittal letter.

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

35.13(b)(6) - The ISO's approval of the Order No. 2023 Related Changes is evidenced by this filing. With respect to NEPOOL's support, as noted in Section VII of this transmittal letter, the Order No. 2023 Related 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.

## **XI. CONCLUSION**

For the reasons stated herein, the Filing Parties respectfully request that the Commission accept the Order No. 2023 Related Changes as filed, without condition, suspension, or hearing, to be effective August 12, 2024, coincident with the Order No. 2023 Revisions, and that the Commission issue an order for the Order No. 2023 Related Changes on or before that date.

Respectfully submitted,

ISO NEW ENGLAND INC.

By: /s/ Graham Jesmer  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841  
(413) 540-4557  
[gjesmer@iso-ne.com](mailto:gjesmer@iso-ne.com)

Counsel for ISO New England

NEPOOL PARTICIPANTS COMMITTEE

By: /s/ Eric K. Runge  
Eric K. Runge  
Day Pitney LLP  
One Federal Street  
Boston, MA 02110  
(617) 345-4735  
[ekrunge@daypitney.com](mailto:ekrunge@daypitney.com)

Counsel for New England Power Pool  
Participants Committee

PARTICIPATING TRANSMISSION  
OWNERS ADMINISTRATIVE  
COMMITTEE

By: /s/ Mary E. Grover  
Mary E. Grover  
Chair, PTO AC Legal Working Group  
c/o Eversource Energy  
247 Station Drive, SE100

The Honorable Debbie-Anne Reese, Acting Secretary  
May 14, 2024  
Page 58 of 58

Westwood, MA 02090  
(781) 441-8696

Counsel for PTO Administrative  
Committee

## **ATTACHMENT 1**

## II.19 Study Procedures For Regional Network Service Requests

**II.19.1 Notice of Need for ~~System Impact Study~~ Cluster Study Evaluation:** After receiving a request for service, the ISO shall review the effect of the requested service on the reliability requirements to meet existing and pending obligations of any affected Transmission Owner(s) and on the obligations of the particular PTO(s) whose PTF facilities will be impacted by the proposed service and shall determine on a non-discriminatory basis whether evaluation as part of a Cluster Study ~~a System Impact Study~~ is needed. ~~A description of the methodology for completing a System Impact Study is provided in Attachment D to this OATT.~~ If the ISO determines that evaluation as part of a Cluster Study ~~a System Impact Study~~ is necessary to accommodate the requested service, it shall as soon as practicable so inform the Eligible Customer and any affected Transmission Owner(s), and so inform the PTO(s) if a portion of the Cluster Study evaluation of an RNS request ~~the System Impact Study~~ is to be performed by the PTO(s). If the likely result of the study is that a Direct Assignment Facility will be required, the study shall be performed by the affected PTO(s), subject to review by the ISO. ~~In such cases, the ISO shall within thirty (30) days of receipt of a Completed Application, tender a System Impact Study agreement in the form of Attachment I to this OATT, or in any other form that is mutually agreed to, pursuant to which the Eligible Customer shall agree to reimburse the ISO and any affected Transmission Owner(s) for performing or participating in the required System Impact Study.~~ For a service request to remain a Completed Application, the Eligible Customer shall execute a Cluster Study Agreement ~~System Impact Study agreement~~ and return it to the ISO during the next Cluster Request Window together with the study and Commercial Readiness deposits and technical data required of new requests for NR Interconnection Service by Schedule 22 (for requests greater than 20 MW) and Schedule 23 (for requests of up to 20 MW) ~~within fifteen (15) days~~. If the Eligible Customer elects not to execute a System Impact Cluster Study ~~a~~ Agreement, its Application shall be deemed withdrawn and its deposit (less the reasonable administrative costs incurred by the ISO and any affected Transmission Owner(s)) shall be returned with Interest.

### **~~II.19.2 System Impact Study Agreement and Cost Reimbursement:-~~**

- ~~(a) The System Impact Study agreement, whether in the form detailed in Attachment I or in any other form that is mutually agreed to, will clearly specify the ISO's actual estimate of the actual cost, and time for completion of the System Impact Study. The actual charge shall not exceed the actual cost of the study. The System Impact Study shall rely, to the extent~~



~~reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the PTF.~~

- ~~(b) If in response to multiple Eligible Customers requesting the service in relation to the same competitive solicitation, a single System Impact Study to accommodate the service, the costs of that study shall be prorated among the Eligible Customers.~~
- ~~(c) For System Impact Studies conducted on behalf of a Transmission Owner, the Transmission Owners on whose behalf the System Impact Study is conducted will record the cost of the System Impact Studies pursuant to Section II.8.5 of this OATT.~~

**~~II.19.3 System Impact Study Procedures:~~** ~~Upon receipt of an executed System Impact Study agreement, the ISO and any affected Transmission Owners and indirectly affected MTOs or OTOs will use due diligence to complete the required System Impact Study within a sixty day period. The System Impact Study, if required, shall identify any system constraints, or the need for additional Direct Assignment Facilities or other facility additions or upgrades to provide the requested service. In the event that the ISO and the PTO designated to perform the study are unable to complete the required System Impact Study within such time period, the ISO shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required studies and an estimate of any increase in cost which will result from the delay. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer as soon as the System Impact Study is complete. The ISO will use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when completing studies for the Transmission Owners. The ISO shall notify the Eligible Customer immediately upon completion of the System Impact Study if the New England Transmission System will be adequate to accommodate all or part of a request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In order for a request to remain a Completed Application, within fifteen (15) days of completion of the System Impact Study the Eligible Customer must execute a Transmission Service Agreement(s) or request the filing of an unexecuted Transmission Service Agreement(s), or the Application shall be deemed terminated and withdrawn.~~

**II.19.4.2 Facilities Study Procedures:** If a ~~System Impact Cluster~~ Study indicates that additions or upgrades to the PTF are needed to supply the Eligible Customer's service or to mitigate indirect impacts on the MTF or OTF facilities, the Facilities Study Procedures in Schedules 22 and 23 will apply.

~~the ISO, within thirty (30) days of the completion of the System Impact Study, shall tender to the Eligible Customer a Facilities Study agreement in the form of Attachment J to this OATT, or in any other form that is mutually agreed to, which is to be entered into by the Eligible Customer and the ISO and, if deemed necessary by the ISO, by one or more affected PTO(s) and pursuant to which the Eligible Customer shall agree to reimburse the ISO and any affected PTO(s) for performing the required Facilities Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study agreement and return it to the ISO within fifteen (15) days. If the Eligible Customer elects not to execute a Facilities Study agreement, its Application shall be deemed withdrawn and its deposit, if any (less the reasonable Administrative Costs incurred by the ISO and any affected entities), shall be returned with Interest. Upon receipt of an executed Facilities Study agreement, the ISO and any affected PTO(s), will use due diligence to complete the required Facilities Study within a sixty-day period. If the ISO and any affected PTO(s) are unable to complete the Facilities Study in the allotted time period, the ISO shall notify the Eligible Customer and provide an estimate of the time needed to reach a final determination and any resulting increase in the cost, along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study will include a good faith estimate of (i) the cost of Direct Assignment Facilities to be charged to the Eligible Customer, (ii) the Eligible Customer's appropriate share of the cost of any required Transmission Upgrades, and (iii) the time required to complete such construction and initiate the requested service. The Eligible Customer shall provide a letter of credit or other reasonable form of security acceptable to the affected PTO(s) or other entities that will be responsible for the construction of the new facilities or upgrades equivalent to the costs of new facilities or upgrades consistent with commercial practices as established by the Uniform Commercial Code. The Eligible Customer shall have thirty (30) days to execute a Transmission Service Agreement(s) or request the filing of an unexecuted Transmission Service Agreement(s) and provide the required letter of credit or other form of security or the request no longer will be a Completed Application and shall be deemed terminated and withdrawn. In addition to the foregoing, each Facilities Study shall, if requested by the Transmission Customer, contain a non-binding estimate from the ISO of the Incremental ARRs, if any, resulting from the construction of the new facilities. After completion of the transmission upgrade or expansion, the ISO shall determine the Incremental ARRs, if any, resulting from the upgrade or expansion. The Transmission Customer shall be responsible for the cost of any study required to determine the Incremental ARRs.~~

**II.19.5.3 Penalties for Failure to Meet Study Deadlines:** Regional Network Service Requests that require evaluation as part of a Cluster Study shall be subject to the deadlines described in Sections 3.5.2.1, 3.5.2.2, and 3.5.2.3 of Schedule 22 and the penalty provisions described in Section 3.9 of Schedule 22. ~~Sections 19.3 and 19.4 require the ISO to use due diligence to meet 60-day study completion deadlines for System Impact Studies and Facilities Studies.~~

(i) ~~— The ISO is required to file a notice with the Commission in the event that more than twenty (20) percent of System Impact Studies and Facilities Studies completed by the ISO in any two consecutive calendar quarters are not completed within the 60-day study completion deadlines. Such notice must be filed within thirty (30) days of the end of the calendar quarter triggering the notice requirement.~~

(ii) ~~— For the purposes of calculating the percent of System Impact Studies and Facilities Studies processed outside of the 60-day study completion deadlines, the ISO shall consider all System Impact Studies and Facilities Studies that it completes during the calendar quarter. The percentage should be calculated by dividing the number of those studies which are completed on time by the total number of completed studies. The ISO may provide an explanation in its notification filing to the Commission if it believes there are extenuating circumstances that prevented it from meeting the 60-day study completion deadlines.~~

(iii) ~~— The ISO is subject to an operational penalty if it completes ten (10) percent or more of System Impact Studies and Facilities Studies outside of the 60-day study completion deadlines for each of the two calendar quarters immediately following the quarter that triggered its notification filing to the Commission. The operational penalty will be assessed for each calendar quarter for which an operational penalty applies, starting with the calendar quarter immediately following the quarter that triggered the ISO's notification filing to the Commission. The operational penalty will continue to be assessed each quarter until the ISO completes at least ninety (90) percent of all System Impact Studies and Facilities Studies within the 60-day deadline.~~

~~For penalties assessed in accordance with subsection (iii) above, the penalty amount for each System Impact Study or Facilities Study shall be equal to \$500 for each day the ISO takes to complete that study beyond the 60-day deadline.~~

**II.19.6.4 Clustering of Additional Provisions Regarding** Regional Network Service Studies:

~~(a) Cluster Studies Request: The ISO, on its own initiative, or at the request of a group of Eligible Customers may consider studying specified requests for Regional Network Service in a cluster for the purpose of the System Impact Study and Facilities Study.~~

~~(b) Notice of Study Cluster: At the same time that the ISO informs the Eligible Customers that a System Impact Study or a Facilities Study is necessary to accommodate the requested Regional Network Service in accordance with Sections II.19.1 and II.19.4 of this OATT, the ISO will also notify the Eligible Customers, either in response to their joint request or on its own initiative that (i) studying specific multiple requests for Regional Network Service in a cluster may result in a more efficient study process or may result in a more efficient and economic construction of the new facilities or upgrades and (ii) it can reasonably accommodate the cluster study, in light of the complexity involved in studying multiple requests for service simultaneously and the time necessary to perform a cluster study, as specified in Sections II.19.3 and II.19.4 of this OATT. If an Eligible Customer chooses not to have its request for Regional Network Service studied as part of the cluster, it shall have ten (10) days from the date that the ISO notifies the Eligible Customer of its intent to study specific multiple requests for Regional Network Service in a cluster to inform the ISO of its determination to have its request studied separately. -~~

~~(c)~~ (a) Cluster Study Process and Procedures: For all Regional Network Service Requests that require Cluster Study evaluation, the Eligible Customer and ~~The~~ ISO shall follow the process and procedures set forth in Schedule 22~~Sections II.19.1 through II.19.4 of this OATT~~ with respect to the performance of the Cluster System Impact~~Study~~ and the Facilities Study, except that:

~~(i) For clustered studies, a single study agreement either in the form detailed in Attachment I or Attachment J of this OATT, as applicable, or in any other form that is mutually agreed to, will be tendered by the ISO to all Eligible Customers, which is to be entered into by all the Eligible Customers and the ISO and, if deemed necessary by the ISO, by one or more affected PTO(s), and pursuant to which the Eligible Customers shall agree to reimburse the ISO and affected PTO(s) for performing the required study. The costs of that study will be divided equally among the Eligible Customers, unless otherwise agreed to by the ISO and the Eligible Customers.~~

~~(ii) For clustered studies, the 60-day time periods for completion of the System Impact Study and the Facilities Study will commence on the date on which all Eligible Customers in the cluster have executed the applicable study agreement. If the ISO and any affected PTO(s) are unable to complete the applicable study in the allotted time period, the ISO shall notify the Eligible Customers and provide an estimate of the time needed to complete the study and an explanation of the reasons that additional time is required to complete the study.—~~

~~(iii) In the event that ISO determines that additions or upgrades to the PTF, OTF, or MTF are required to accommodate the requests for Regional Network Service that are studied as part of a Celuster, the costs of the additions or upgrades ~~Transmission Upgrades~~ will be allocated to each Eligible Customer whose request was studied as part of the ~~e~~Celuster in a manner consistent with the means by which costs for Generating Facility related upgrades are allocated through Schedule 11 of the OATT, based on each Eligible Customer's share of the total megawatts of service requested, unless otherwise agreed to by the ISO and the Eligible Customers.~~

~~(iv)~~ At the request of a Transmission Customer whose Regional Network Service request was studied as part of a ~~e~~Celuster, the ISO shall provide a non-binding estimate of the Incremental ARR, if any, resulting from the construction of new facilities based on the Transmission Customer's share of the costs of the new facilities. The Transmission Customer shall be responsible for the cost of any study required to determine the Incremental ARR.

## II.34 Study Procedures For Through or Out Service Requests

**II.34.1 Notice of Need for ~~System Impact Study~~ Cluster Study Evaluation:** After receiving a request for Through or Out Service (a “Study Request”), the ISO will review the effect of the proposed service on the reliability requirements to meet existing and pending obligations of the Transmission Customers, and the obligations of any affected Transmission Owner(s) whose facilities will be impacted by the proposed service and determine on a non-discriminatory basis whether evaluation as part of a Cluster Study ~~a System Impact Study~~ is needed. ~~A description of the methodology for completing a System Impact Study is provided in Attachment D. After receiving a Request, the ISO will within thirty (30) days of receipt of a Study Request, tender a System Impact Study agreement in the form of Attachment I to this OATT, or in any other form that is mutually agreed to, pursuant to which the Eligible Customer shall agree to reimburse the ISO and any affected Transmission Owners for performing or participating in the required System Impact Study. Before a Study Request is evaluated, the Eligible Customer shall execute a Cluster Study Agreement and return it to the ISO during the next Cluster Request Window together with the study and Commercial Readiness deposits and technical data required for new requests for NR Interconnection Service by Schedule 22 (for requests greater than 20 MW) and Schedule 23 (for requests of up to 20 MW) of this OATT execute the System Impact Study agreement and return it to the ISO within fifteen (15) days. If the Eligible Customer elects not to execute a Cluster System Impact Study Agreement, its request shall be deemed withdrawn and its deposit (less the reasonable administrative costs incurred by the ISO and any affected Transmission Owner(s) in connection with the Application), will be returned with Interest.~~

### **~~II.34.2 System Impact Study Agreement and Cost Reimbursement:-~~**

- ~~(i) — The System Impact Study agreement shall clearly specify the ISO’s estimate of the actual cost, and time for completion of the System Impact Study. The charge shall not exceed the actual cost of the study. The System Impact Study will rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer shall not be assessed a charge for such existing studies; however, the Eligible Customer shall be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer’s request for service on the PTF and indirectly affected MTF or OTF.~~

- (ii) ~~— If in response to multiple Eligible Customers requesting a similar study in relation to the same competitive solicitation, a single System Impact Study is sufficient to accommodate the requests, the costs of that study will be equitably prorated among the Eligible Customers.~~
- (iii) ~~— For System Impact Studies conducted on behalf of a Transmission Owner, the Transmission Owner will record the cost of the System Impact Studies pursuant to Section II.8.5 to this OATT.~~

**~~II.34.3 System Impact Study Procedures:~~** ~~Upon receipt of an executed System Impact Study agreement, the ISO and any affected Transmission Owners will use due diligence to complete the required System Impact Study within a sixty day period. The System Impact Study shall identify the need for additional Direct Assignment Facilities or facility additions or upgrades required to comply with the Eligible Customer's request. In the event that the required System Impact Study cannot be completed within such time period, the ISO will so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required study and an estimate of any increase in cost which will result from the delay. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer as soon as the System Impact Study is complete. The ISO will use the same due diligence in completing the System Impact Study for an Eligible Customer that is not a Market Participant as it uses when completing studies for an Eligible Customer that is a Market Participant. The ISO will notify the Eligible Customer immediately upon completion of the System Impact Study.~~

**II.34.24 Facilities Study Procedures:** If a After a System Impact Cluster Study indicates that additions or upgrades to the PTF or indirectly affected MTF or OTF are needed to accommodate the Eligible Customer's Request, the Facilities Study Procedures in Schedules 22, 23, and 25 of this OATT will apply~~the ISO, within thirty (30) days of the completion of the System Impact Study, will tender to the Eligible Customer a Facilities Study agreement in the form of Attachment J to this OATT, or in any other form that is mutually agreed to, which is to be entered into by the Eligible Customer and the ISO and, if deemed necessary by the ISO, by one or more PTO(s) and pursuant to which the Eligible Customer shall agree to reimburse the ISO and any affected PTO(s) or other entity designated by the ISO for performing any required Facilities Study. If the Eligible Customer wants the ISO to undertake the Facilities Study, the Eligible Customer shall execute the Facilities Study agreement and return it to the ISO within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study agreement, its Study Request~~



~~shall be deemed withdrawn and its deposit, if any (less the reasonable administrative costs incurred by the ISO and any affected entity in connection with the Application), will be returned with Interest. Upon receipt of an executed Facilities Study agreement, the ISO and any affected PTO(s) or other designated entity will use due diligence to cause the required Facilities Study to be completed within a sixty-day period. If a Facilities Study cannot be completed in the allotted time period, the ISO will notify the Eligible Customer and provide an estimate of the time needed to reach a final determination and any resulting increase in the cost, along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study shall include a good faith estimate of (i) the cost of Direct Assignment Facilities to be charged to the Eligible Customer, or (ii) the Eligible Customer's appropriate share of the cost of any required upgrades, modifications or additions to the PTF, and (iii) the time required to complete such construction. The Eligible Customer shall provide a letter of credit or other reasonable form of security acceptable to the affected Transmission Owner(s) or other entities that will be responsible for the construction of the new facilities or upgrades equivalent to the costs of the new facilities or upgrades and consistent with relevant commercial practices, as established by the Uniform Commercial Code.-~~

~~In addition to the foregoing, each Facilities Study shall, if requested by the Transmission Customer, contain a non-binding estimate from the ISO of the Incremental ARRs, if any, resulting from the construction of the new facilities. After completion of the transmission upgrade or expansion, the ISO shall determine the Incremental ARRs, if any, resulting from the upgrade or expansion. The Transmission Customer shall be responsible for the cost of any study required to determine the Incremental ARRs.~~

**II.34.5.3 Facilities Study Modifications:** Any change in design arising from inability to site or construct proposed facilities will require development of a revised good faith estimate. New good faith estimates also will be required in the event of new statutory or regulatory requirements that are effective before the completion of construction or other circumstances beyond the control of the affected Transmission Owners or other entities that are responsible for the construction of the new facilities or upgrades and that significantly affect the final cost of the new facilities or upgrades to be charged to the Eligible Customer pursuant to the provisions of this OATT.

**II.34.6.4 Due Diligence in Completing New Facilities:** The ISO will use due diligence to designate PTOs or other entities to add necessary facilities or upgrade the PTF, MTF or OTF within a reasonable time. A PTO or other entity will have no obligation to upgrade its existing or planned transmission system if doing so would impair system reliability or otherwise impair or degrade existing firm service. Nothing



in this OATT shall be deemed to create an obligation to build upgrades that an entity does not otherwise have by contract, law or regulation.-

**II.34.7 Expedited Procedures for New Facilities:** ~~In lieu of the procedures set forth above, the Eligible Customer shall have the option to expedite the process by requesting the ISO to tender at one time, together with the results of required studies, an “Expedited Study Request” pursuant to which the Eligible Customer would agree to pay for all costs incurred pursuant to the terms of this OATT. In order to exercise this option, the Eligible Customer shall request in writing an Expedited Study Request covering all of the above specified items within thirty (30) days of receiving the results of the System Impact Study identifying the need for facility additions or upgrades and costs to be incurred in providing the requested service. While the ISO, on behalf of the PTO(s) or other entities that will be responsible for constructing the new facilities or upgrades, agrees to provide the Eligible Customer with its best estimate of the new facility costs and other charges that may be incurred, such estimate shall not be binding and the Eligible Customer shall agree in writing to pay for all costs incurred pursuant to the provisions of this OATT. The Eligible Customer shall execute and return such an Expedited Study Request within fifteen (15) days of its receipt or the Eligible Customer’s request for service will cease to be a Completed Application and will be deemed terminated and withdrawn.~~

**II.34.8-35 Penalties for Failure to Meet Study Deadlines:** Through or Out Service Requests that require evaluation as part of a Cluster Study shall be subject to the deadlines described in Sections 3.5.2.1, 3.5.2.2, and 3.5.2.3 of Schedule 22 of this OATT and the penalty provisions described in Section 3.9 of Schedule 22 of this OATT.

**II.34.6 Additional Provisions Regarding Through or Out Service Studies:**

(a) Cluster Study Process and Procedures: For all Through or Out Service Requests that require Cluster Study evaluation, the Eligible Customer and the ISO shall follow the process and procedures set forth in Schedule 22 of this OATT with respect to the performance of the Cluster Study and the Facilities Study, except that:

(i) In the event that ISO determines that additions or upgrades to the PTF, OTF, or MTF are required to accommodate the requests for Through or Out Service that are studied as part of a Cluster, the costs of the additions or upgrades will be allocated to each Eligible Customer

whose request was studied as part of the Cluster in a manner a that Generator Interconnection Related Upgrades are allocated in Schedule 11 of the OATT.

**SCHEDULE 23**

**SMALL GENERATOR INTERCONNECTION PROCEDURES**

## TABLE OF CONTENTS

### SECTION 1. DEFINITIONS

### SECTION 2. SCOPE, APPLICATION AND TIME REQUIREMENTS.

2.1 Application of Standard Small Generator Interconnection Procedures.

2.2 Comparability

2.3 Base Case Data

2.4 No Applicability to Transmission Service

2.5 Time Requirements

### SECTION 3. INTERCONNECTION REQUESTS

3.1 General

3.2 Type of Interconnection Services

3.3 Utilization of Surplus Interconnection Service

3.4 Valid Interconnection Request

3.5 OASIS Posting

3.6 Coordination with Internal Affected Systems

3.7 Withdrawal

3.8 Identification of Contingent Facilities

### SECTION 4. INTERCONNECTION REQUEST EVALUATION PROCESS

4.1 Queue Position

4.2 General Study Process

4.3 Transferability of Queue Position

4.4 Modifications

### SECTION 5. PROCEDURES FOR TRANSITION

5.1 Procedures for Transitioning to the Cluster Study Process ~~Queue Position for Pending Requests~~

5.2 Grandfathering

5.3 New System Operator or Interconnecting Transmission Owner

### SECTION 6. INTERCONNECTION INFORMATION ACCESS

6.1 Publicly Posted Interconnection Information

6.2 Pre-Application for Small Generators

### SECTION 7. CLUSTER STUDY

7.1 Cluster Study Agreement

7.2 Execution of Interconnection Cluster Study Agreement

7.3 Scope of Cluster Study

7.4 Cluster Study Procedures

7.5 Cluster Study Restudies

7.67 Operational Readiness

## SECTION 8. INTERCONNECTION FACILITIES STUDY

8.1 Interconnection Facilities Study Agreement

8.2 Scope of Interconnection Facilities Study

8.3 Interconnection Facilities Study Procedures

8.4 Meeting with Parties

8.5 Re-Study

## SECTION 9. AFFECTED SYSTEM STUDY

9.1 Applicability

9.2 Response to Notifications

9.3 Affected System Queue Position

9.4 Affected System Study Agreement/Multiparty Affected System Study Agreement

9.5 Execution of Affected System Study Agreement/Multiparty Affected System Study Agreement

9.6 Scope of Affected System Study

9.7 Affected System Study Procedures

9.8 Results Meeting

9.9 Affected System Cost Allocation

9.10 Tender of Affected Systems Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement

9.11 Restudy

## SECTION 10. OPTIONAL INTERCONNECTION STUDY

10.1 Optional Interconnection Study Agreement

10.2 Scope of Optional Interconnection Study

10.3 Optional Interconnection Study Procedures

10.4 Meeting with Parties

10.5 Interconnection Agreement Developed Based on Optional Interconnection Study

## SECTION 11. STANDARD SMALL GENERATOR INTERCONNECTION AGREEMENT (SGIA)

11.1 Tender

11.2 Negotiation

11.3 Evidence to be Provided by Interconnection Customer; Execution and Filing of SGIA

11.4 Commencement of Interconnection Activities

SECTION 12. CONSTRUCTION OF INTERCONNECTING TRANSMISSION OWNER

INTERCONNECTION FACILITIES AND NETWORK UPGRADES

12.1 Schedule

12.2 Construction Sequencing

SECTION 13. MISCELLANEOUS

13.1 Confidentiality

13.2 Delegation of Responsibility

13.3 Obligation for Study Costs

13.4 Third Parties Conducting Studies

13.5 Disputes

13.6 Local Furnishing Bonds

13.7 Engineering & Procurement (“E&P”) Agreement

## **APPENDICES TO SGIP**

**APPENDIX 1 INTERCONNECTION REQUEST**

**APPENDIX 2 CLUSTER STUDY AGREEMENT**

**APPENDIX 3 INTERCONNECTION FACILITIES STUDY AGREEMENT**

**APPENDIX 4 OPTIONAL INTERCONNECTION STUDY AGREEMENT**

**APPENDIX 5 TRANSITIONAL CLUSTER STUDY AGREEMENT**

**APPENDIX 6 TRANSITIONAL SERIAL INTERCONNECTION FACILITIES STUDY  
AGREEMENT**

**APPENDIX 7 TWO-PARTY AFFECTED SYSTEM STUDY AGREEMENT**

**APPENDIX 8 MULTIPARTY AFFECTED SYSTEM STUDY AGREEMENT**

**APPENDIX 9 TWO-PARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT**

**APPENDIX 10 MULTIPARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT**

**APPENDIX 11 STANDARD SMALL GENERATOR INTERCONNECTION AGREEMENT (SGIA)**

## **SECTION I. DEFINITIONS**

The definitions contained in this section are intended to apply in the context of the generator interconnection process provided for in this Schedule 23 (and its appendices). To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for purposes of generator interconnections under this Schedule 23. Capitalized terms in Schedule 23 that are not defined in this Section I shall have the meanings specified in Section I.2.2 of the Tariff.

**Administered Transmission System** shall mean the PTF and the Non-PTF.

**Adverse System Impact** shall mean any significant negative effects on the stability, reliability or operating characteristics of the electric system.

**Affected Party** shall mean the entity that owns, operates or controls an Affected System, or any other entity operating outside of the New England Control Area that otherwise may be a necessary party to the interconnection process.

**Affected System** shall mean any electric system that is outside the New England Control Area that may be affected by the proposed interconnection.

**Affected System Facilities Construction Agreement** shall mean the agreement contained in Appendix 944 to this SGIP that is made between Interconnecting Transmission Owner and Affected System Interconnection Customer to facilitate the construction of and to set forth cost responsibility for necessary Affected System Network Upgrades on the New England Transmission System.

**Affected System Interconnection Customer** shall mean any entity that submits an interconnection request for a generating facility to a transmission system outside of the New England Control Area that may cause the need for Affected System Network Upgrades on the New England Transmission System.

**Affected System Network Upgrades** shall mean the additions, modifications, and upgrades to New England Transmission System required to accommodate Affected System Interconnection Customer's proposed interconnection to a transmission system other than New England-Transmission System.



**Affected System Operator** shall mean the entity that operates an Affected System.

**Affected System Queue Position** shall mean the queue position of an Affected System Interconnection Customer in System Operator's interconnection queue relative to System Operator's Interconnection Customers' Queue Positions.

**Affected System Study** shall mean the evaluation of Affected System Interconnection Customers' proposed interconnection(s) to a transmission system outside the New England Control Area that have an impact on the New England-Transmission System, as described in Section 9 of this SGIP.

**Affected System Study Agreement** shall mean the agreement contained in Appendix 79 to this SGIP that is made between System Operator and Affected System Interconnection Customer to conduct an Affected System Study pursuant to Section 9 of this SGIP.

**Affected System Study Report** shall mean the report issued following completion of an Affected System Study pursuant to Section 9.7 of this SGIP.

**Affiliate** shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

**Applicable Laws and Regulations** shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Applicable Reliability Council** shall mean the reliability council applicable to the New England Control Area.

**Applicable Reliability Standards** shall mean the requirements and guidelines of NERC, the NPCC and the New England Control Area, including publicly available local reliability requirements of Interconnecting Transmission Owners or other Affected Parties or Internal Affected Parties.

**At-Risk Expenditure** shall mean money expended for the development of the Generating Facility that cannot be recouped if ~~the Interconnection Customer~~ Interconnection Customer were to withdraw the Interconnection Request for the Generating Facility. At-Risk Expenditure may include, but is not limited to, money expended on: (i) costs of federal, state, local, regional and town permits, (ii) Site Control, (iii) site-specific design and surveys, (iv) construction activities, and (v) non-refundable deposits for major equipment components. For purposes of this definition, At-Risk Expenditure shall not include costs associated with the Interconnection Studies.

**Base Case** shall have the meaning specified in Section 2.3.

**Base Case Data** shall mean the Base Case power flow, short circuit, and stability data bases used for the Interconnection Studies by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements.

**Breach** shall mean the failure of a Party to perform or observe any material term or condition of the Standard Small Generator Interconnection Agreement.

**Breaching Party** shall mean a Party that is in Breach of the Standard Small Generator Interconnection Agreement.

**Calendar Day** shall mean any day including Saturday, Sunday or a Federal Holiday.

**Capacity Capability Interconnection Standard (“CC Interconnection Standard”)** shall mean the criteria required to permit ~~the Interconnection Customer~~ Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service, and in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network

Resources or Elective Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

**Capacity Network Resource (“CNR”)** shall mean that portion of a Generating Facility that is interconnected to the Administered Transmission System under the Capacity Capability Interconnection Standard.

**Capacity Network Resource Capability (“CNR Capability”)** shall mean the MW quantity associated with CNR Interconnection Service, calculated as described in Section II.48 of the Tariff.

**Capacity Network Resource Group Study (“CNR Group Study”)** shall mean the study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.

**Capacity Network Resource Interconnection Service (“CNR Interconnection Service”)** shall mean the Interconnection Service selected by ~~the Interconnection Customer~~ Interconnection Customer to interconnect its Small Generating Facility with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard. An Interconnection Customer’s CNR Interconnection Service shall be for the megawatt amount of CNR Capability. CNR Interconnection Service does not in and of itself convey transmission service.

**Cluster** shall mean a group of one or more Interconnection Requests that are studied together for the purpose of conducting a Cluster Study, Cluster Interconnection System Impact Study, and Cluster Interconnection Facilities Study.

**Cluster Enabling Transmission Upgrade (“CETU”)** shall mean new significant transmission line infrastructure that consists of AC transmission lines and related terminal equipment having a nominal voltage rating at or above 115 kV or HVDC transmission lines and HVDC terminal equipment that is identified through the Clustering Enabling Transmission Upgrade Regional Planning Study conducted in accordance with Attachment K, Section II of the Tariff . The CETU shall be considered part of a Generator Interconnection Related Upgrade and be categorized as Interconnection Facilities or Network Upgrades.

**Cluster Enabling Transmission Upgrade Regional Planning Study (“CRPS”)** shall mean a study conducted by the System Operator under Attachment K, Section II of the Tariff to identify the Cluster Enabling Transmission Upgrade and associated system upgrades to enable the interconnection of Interconnection Requests for which the conditions identified in Section 4.2.1 have been triggered.

**Cluster Interconnection Facilities Study (“CFAC”)** shall mean an Interconnection Facilities Study performed using Clustering pursuant to Section 4.2.4.

**Cluster Interconnection System Impact Study (“CSIS”)** shall mean an Interconnection System Impact Study performed using Clustering pursuant to Section 4.2.3.

**CETU Participation Deposit** shall mean a Commercial Readiness Deposit as described in Section 4.2.

**Cluster Request Window** shall mean the time period set forth in Section 3.4.1 of this SGIP.

**Cluster Restudy** shall mean a restudy of a Cluster Study conducted pursuant to Section 7.5 of this SGIP.

**Cluster Restudy Report Meeting** shall mean the meeting held to discuss the results of a Cluster Restudy pursuant to Section 7.5 of this SGIP.

**Cluster Restudy Report** shall mean the report issued following completion of a Cluster Restudy pursuant to Section 7.5 of this SGIP.

**Cluster Study** shall mean the evaluation of one or more Interconnection Requests within a Cluster as described in Section 7 of this SGIP.

**Cluster Study Agreement** shall mean the agreement contained in Appendix 2 to this SGIP for conducting the Cluster Study.

**Cluster Study Process** shall mean the following processes, conducted in sequence: the Cluster Request Window; the Customer Engagement Window and Scoping Meetings therein; the Cluster Study; any needed Cluster Restudies; and the Interconnection Facilities Study.

**Cluster Study Report** shall mean the report issued following completion of a Cluster Study pursuant to Section 7 of this SGIP.

**Cluster Study Report Meeting** shall mean the meeting held to discuss the results of a Cluster Study pursuant to Section 7 of this SGIP.

**Clustering** shall mean the process whereby one or more Interconnection Requests are studied together, instead of serially, as described in Sections 4.2.3, 4.2.4, and 7 of this SGIP.

**Commercial Operation** shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

**Commercial Operation Date** of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Attachment 7 to the Standard Small Generator Interconnection Agreement.

**Commercial Readiness Deposit** shall mean a deposit paid as set forth in Sections 3.4.2, 4.4.2, 5.1.1.3, 7.5, and 8.1 of this SGIP.

**Confidential Information** shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise. Confidential Information shall include, but not be limited to, information that is confidential pursuant to the ISO New England Information Policy.

**Contingent Facilities** shall mean those unbuilt Interconnection Facilities and Network Upgrades associated with an Interconnection Request with a higher Queue Position or a transmission project that is planned or proposed for the New England Transmission System upon which the Interconnection Request's costs, timing, and study findings are dependent, and if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing.

**Customer Engagement Window** shall mean the time period set forth in Section 3.4.5 of this SGIP.

**Default** shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 7.6 of the Standard Small Generator Interconnection Agreement.

**Dispute Resolution** shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

**Distribution System** shall mean the Interconnecting Transmission Owner's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.

**Distribution Upgrades** shall mean the additions, modifications, and upgrades to the Interconnecting Transmission Owner's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

**Effective Date** shall mean the date on which the Standard Small Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission or if filed unexecuted, upon the date specified by the Commission.

**Emergency Condition** shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, Interconnecting Transmission Owner's Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Standard Small Generator Interconnection Agreement to possess black start capability.

**Engineering & Procurement (“E&P”) Agreement** shall mean an agreement that authorizes ~~the Interconnection Customer~~ Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party or Internal Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

**Environmental Law** shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

**Federal Power Act** shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

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

**Generating Facility** shall mean Interconnection Customer’s device(s) for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include Interconnection Customer’s Interconnection Facilities.

**Governmental Authority** shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affiliate thereof.

**Hazardous Substances** shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning

and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

**Initial Synchronization Date** shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

**In-Service Date** shall mean the date upon which Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner's Interconnection Facilities to obtain back feed power.

**Interconnecting Transmission Owner** shall mean a Transmission Owner that owns, leases or otherwise possesses an interest, or a Non-Incumbent Transmission Developer that is not a Participating Transmission Owner that is constructing, a portion of the Administered Transmission System at the Point of Interconnection and shall be a Party to the Standard Small Generator Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator.

**Interconnecting Transmission Owner's Interconnection Facilities** shall mean all facilities and equipment owned, controlled, or operated by Interconnecting Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Attachment 2 to the Standard Small Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Interconnecting Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Interconnection Customer** shall mean any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Generating Facility with the Administered Transmission System under this SGIP.

**Interconnection Customer's Interconnection Facilities** shall mean all facilities and equipment, as identified in Attachment 2 of the Standard Small Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Administered Transmission System. Interconnection Customer's



Interconnection Facilities may be sole use facilities or subject to shared use pursuant to arrangements filed with and approved by the Commission.

**Interconnection Facilities** shall mean Interconnecting Transmission Owner's Interconnection Facilities and Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Administered Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Interconnection Facilities Study** shall mean a study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Cluster Study, Cluster Restudy, or the Cluster Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Administered Transmission System. The scope of the study is defined in Section 8 of this SGIP.

**Interconnection Facilities Study Agreement** shall mean the form of agreement contained in Appendix 34 of this SGIP for conducting the Interconnection Facilities Study.

**Interconnection Facilities Study Report** shall mean the report issued following completion of an Interconnection Facilities Study pursuant to Section 8 of this SGIP.

**Interconnection Request** shall mean an Interconnection Customer's request, in the form of Appendix 1 to this SGIP, in accordance with the Tariff, to: (i) interconnect a new Generating Facility to the Administered Transmission System as either a CNR or a NR; (ii) make a Material Modification to a proposed Generating Facility with an outstanding Interconnection Request; (iii) increase the energy capability or capacity capability of an existing Generation Facility; (iv) make a Material Modification to the design or operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected with the Administered Transmission System; (v) commence participation in the wholesale markets by an existing Generating Facility that is interconnected with the Administered Transmission System; or (vi) change from NR Interconnection Service to CNR Interconnection Service

for all or part of a Generating Facility's capability. Interconnection Request shall not include a request to interconnect a Qualifying Facility (as defined by the Public Utility Regulatory Policies Act, as amended by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying Facility's owner intent is to sell 100% of the Qualifying Facility's output to its interconnected electric utility.

**Interconnection Service** shall mean the service provided by the System Operator, and the Interconnecting Transmission Owner, associated with interconnecting Interconnection Customer's Generating Facility to the Administered Transmission System and enabling the receipt of electric energy capability and/or capacity capability from the Generating Facility at the Point of Interconnection, pursuant to the terms of the SGIA and, if applicable, the Tariff.

**Interconnection Study** shall mean any of the following studies: the Cluster Interconnection System Impact Study, the Cluster Study, Cluster Interconnection Facilities Study the Cluster Restudy, the Surplus Interconnection Service Study, the Interconnection Facilities Study, the Affected System Study, Optional Interconnection Study, and Material Modification assessment, and the Optional Interconnection Study described in this SGIP.

**Interconnection Study Agreement** shall mean any of the following agreements: the Affected System Study Agreement, Cluster Study Agreement, the Interconnection Facilities Study Agreement, and the Optional Interconnection Study Agreement attached to this SGIP.

**Internal Affected Party** shall mean the entity that owns, operates or controls an Internal Affected System, or any other entity operating within the New England Control Area that otherwise may be a necessary party to the interconnection process.

**Internal Affected System** shall mean any electric system that is within the New England Control Area, including, but not limited to, generator owned facilities that may be affected by the proposed interconnection.

**IRS** shall mean the Internal Revenue Service.

**Small Generating Facility** shall mean a Generating Facility having a maximum gross capability at or above zero degrees F of more 20 MW or less.

**SGIA Deposit** shall mean the deposit Interconnection Customer submits when returning the executed SGIA, or within ten (10) Business Days of requesting that the SGIA be filed unexecuted at the Commission, in accordance with Section 11.3 of this SGIP.

**Loss** shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from another Party's performance, or non-performance of its obligations under the Standard Small Generator Interconnection Agreement on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnifying Party.

**Major Permits** shall be as defined in Section III.13.1.1.2.2.2(a) of the Tariff.

**Material Modification** shall mean: (i) except as expressly provided in Section 4.4.1, those modifications to the Interconnection Request, including any of the technical data provided by Interconnection Customer in Appendix 1, Attachment A (and Attachment A-1, if applicable) to the Interconnection Request or to the interconnection configuration, requested by Interconnection Customer, that either require significant additional study of the same Interconnection Request and could substantially change the interconnection design, or have a material impact (*i.e.*, an evaluation of the proposed modification cannot be completed in less than ten (10) Business Days) on the cost or timing of any Interconnection Studies or upgrades associated with an Interconnection Request with an equal or later Queue Position; (ii) a change to the design or operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected with the Administered Transmission System that may have a significant adverse effect on the reliability or operating characteristics of the New England Transmission System; or (iii) a delay to the Commercial Operation Date, In-Service Date, or Initial Synchronization Date of greater than three (3) years where the reason for delay is unrelated to construction schedules or permitting which delay is beyond Interconnection Customer's control.

**Metering Equipment** shall mean all metering equipment installed or to be installed at the Generating Facility pursuant to the Standard Small Generator Interconnection Agreement at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics. Any metering necessitated by the use of the Small Generating Facility shall be installed at Interconnection

Customer's expense in accordance with Commission, state, or local regulatory requirements and with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**Multiparty Affected System Facilities Construction Agreement** shall mean the agreement contained in Appendix 12 to this SGIP that is made among Interconnecting Transmission Owner and multiple Affected System Interconnection Customers to facilitate the construction of and to set forth cost responsibility for necessary Affected System Network Upgrades on the New England Transmission System.

**Multiparty Affected System Study Agreement** shall mean the agreement contained in Appendix 810 to this SGIP that is made among Interconnecting Transmission Owner, System Operator and multiple Affected System Interconnection Customers to conduct an Affected System Study pursuant to Section 9 of this SGIP.

**Network Capability Interconnection Standard ("NC Interconnection Standard")** shall mean the minimum criteria required to permit Interconnection Customer to interconnect a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

**Network Resource ("NR")** shall mean the portion of a Generating Facility that is interconnected to the Administered Transmission System under the Network Capability Interconnection Standard.

**Network Resource Capability ("NR Capability")** shall mean the MW quantity associated with NR Interconnection Service, calculated as described in Section II.48 of the Tariff.

**Network Resource Interconnection Service ("NR Interconnection Service")** shall mean the Interconnection Service selected by Interconnection Customer to interconnect its Generating Facility to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer's NR Interconnection Service shall be solely for the megawatt

amount of the NR Capability requested pursuant to Section 3.1 of this SGIP. NR Interconnection Service in and of itself does not convey transmission service.

**Network Upgrades** shall mean the additions, modifications, and upgrades to the New England Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection of the Small Generating Facility to the Administered Transmission System.

**Notice of Dispute** shall mean a written notice of a dispute or claim that arises out of or in connection with the Standard Small Generator Interconnection Agreement or its performance.

**Optional Interconnection Study** shall mean a sensitivity analysis based on assumptions specified by ~~the Interconnection Customer~~ Interconnection Customer in the Optional Interconnection Study Agreement.

**Optional Interconnection Study Agreement** shall mean the form of agreement contained in Appendix 45 of this SGIP for conducting the Optional Interconnection Study.

**Party** shall mean the System Operator, Interconnection Customer and Interconnecting Transmission Owner or any combination of the above.

**Point of Change of Ownership** shall mean the point, as set forth in Attachment 2 to the Standard Small Generator Interconnection Agreement, where Interconnection Customer's Interconnection Facilities connect to the Interconnecting Transmission Owner's Interconnection Facilities.

**Point of Interconnection** shall mean the point, as set forth in Attachment 2 to the Standard Small Generator Interconnection Agreement, where the Interconnection Facilities connect to the Administered Transmission System.

**Proportional Impact Method** shall mean a technical analysis conducted by the System Operator in accordance with the criteria and parameters specified in the ISO New England Planning Procedures to determine the degree to which each Generating Facility in the Cluster Study contributes to the need for a specific System Network Upgrade.

**Provisional Interconnection Service** shall mean Network Resource Interconnection Service

provided by the System Operator, and the Interconnecting Transmission Owner, associated with interconnecting Interconnection Customer's Generating Facility to the Administered Transmission System and enabling the receipt of electric energy capability from the Generating Facility at the Point of Interconnection on a limited and temporary basis, pursuant to the terms of the Provisional Large Generator Interconnection Agreement and, if applicable, the Tariff.

**Provisional Large Generator Interconnection Agreement** shall mean the Interconnection Agreement for Provisional Interconnection Service established between the System Operator, the Interconnecting Transmission Owner, and Interconnection Customer. This agreement shall take the form of the Standard Small Generator Interconnection Agreement, modified for provisional purposes.

**Queue Position** shall mean the order of a valid request in the New England Control Area, relative to all other pending requests in the New England Control Area, that is established based upon the date and time of receipt of such request by the System Operator. Requests are comprised of interconnection requests for Generating Facilities, Elective Transmission Upgrades, and requests for transmission service.

**Reasonable Efforts** shall mean, with respect to an action required to be attempted or taken by a Party under the Standard Small Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Scoping Meeting** shall mean the meeting between representatives of System Operator, Interconnection Customer(s), Interconnecting Transmission Owner(s), or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, conducted for the purpose of discussing the proposed Interconnection Requests and any alternative interconnection options, exchanging information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, refining information and models provided by Interconnection Customer(s), discussing the Cluster Study materials posted to OASIS pursuant to Section 3.5 of this SGIP, and analyzing such information.

**Site Control** shall mean the exclusive -right to develop, construct, operate, and maintain the Generating Facility over the term of expected operation of the Generating Facility. Site Control of sufficient size to

construct and operate may be demonstrated by documentation establishing: (a) that Interconnection Customer is the owner in fee simple of the real property or holds an easement for which new interconnection is sought; (b) that Interconnection Customer holds a valid written leasehold or other contractual interest in the real property for which new interconnection is sought; (c) that Interconnection Customer holds a valid written option to purchase or a leasehold interest in the real property for which new interconnection is sought; (d) that Interconnection Customer holds a duly executed written contract to purchase, acquire an easement, a license or a leasehold interest in the real property for which new interconnection is sought; or (e) that Interconnection Customer has filed applications for required permits to site on federal or state property. System Operator will maintain acreage requirements for each Generating Facility type on its OASIS or public website.

**Stand Alone Network Upgrades** shall mean Network Upgrades that are not part of an Internal Affected System that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their construction. System Operator, Interconnection Customer, and Interconnecting Transmission Owner must agree as to what constitutes Stand Alone Network Upgrades and identify them in Attachment 2 to the Standard Small Generator Interconnection Agreement. If System Operator, Interconnecting Transmission Owner, and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, System Operator must provide Interconnection Customer a written technical explanation outlining why System Operator does not consider the Network Upgrade to be a Stand Alone Network Upgrade within fifteen (15) Business Days of its determination.

**Standard Small Generator Interconnection Agreement (“SGIA”)** shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Small Generating Facility, that is included in this Schedule 23 to the Tariff.

**Standard Small Generator Interconnection Procedures (“SGIP”)** shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Small Generating Facility that are included in this Schedule 23 to the Tariff.

**Study Case** shall have the meaning specified in Sections 7.3 and 7.5 of this SGIP.

**Substation Network Upgrade** shall mean Network Upgrades comprising breakers, bus positions, and associated equipment that are required at the substation located at the Point of Interconnection.

**Surplus Interconnection Service** shall mean a form of Interconnection Service that allows an Interconnection Customer to use any Unused Capability of Interconnection Service established in an Interconnection Agreement for an Generating Facility, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the same Point of Interconnection would remain the same.

**System Network Upgrades** shall mean Network Upgrades that are required beyond the substations located at the Point of Interconnection.

**System Protection Facilities** shall mean the equipment, including necessary signal protection communications equipment, required to protect (1) the New England Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the New England Transmission System or on other delivery systems or other generating systems to which the New England Transmission System is directly connected.

**Transitional Capacity Network Resource Group Study (“Transitional CNR Group Study”)** shall mean the study performed by the System Operator under Section III.13.1.1.2.3A of the Tariff and Section 5.1.1.3 of this SGIP.

**Transitional Cluster Study** shall mean an Interconnection Study evaluating a Cluster of Interconnection Requests during the transition to the Cluster Study Process, as set forth in Section 5.1.1.2 of this SGIP.

**Transitional Cluster Study Agreement** shall mean the agreement contained in Appendix 57 to this LGIP that is made between System Operator and Interconnection Customer to conduct a Transitional Cluster Study pursuant to Section 5.1.1.2 of this SGIP.

**Transitional Cluster Study Report** shall mean the report issued following completion of a Transitional Cluster Study pursuant to Section 5.1.1.2 of this SGIP.



**Transitional Serial Interconnection Facilities Study** shall mean an Interconnection Facilities Study evaluating an Interconnection Request on a serial basis during the transition to the Cluster Study Process, as set forth in Section 5.1.1.1 of this SGIP.

**Transitional Serial Interconnection Facilities Study Agreement** shall mean the agreement contained in Appendix 68 to this LGIP that is made between System Operator and Interconnection Customer to conduct a Transitional Serial Interconnection Facilities Study pursuant to Section 5.1.1.1 of this SGIP.

**Transitional Serial Interconnection Facilities Study Report** shall mean the report issued following completion of a Transitional Interconnection Facilities Study pursuant to Section 5.1.1.1 of this SGIP.

**Transitional Withdrawal Penalty** shall mean the penalty assessed by System Operator to Interconnection Customer that has entered the Transitional Cluster Study or Transitional Serial Interconnection Facilities Study and chooses to withdraw or is deemed withdrawn from System Operator's interconnection queue or whose Generating Facility does not otherwise reach Commercial Operation. The calculation of the Transitional Withdrawal Penalty is set forth in Sections 5.1.1.1 and 5.1.1.2 of this SGIP.

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

**Unused Capability** shall mean: (i) in the case of NR Interconnection Service at a Generating Facility with an executed Interconnection Agreement, the MW quantity as determined by the Original Interconnection Customer (as defined in Section 3.3 of the SGIP), not to exceed the Generating Facility's NR Interconnection Service as specified in its Interconnection Agreement; and (ii) in the case of CNR Interconnection Service at an existing, commercial Generating Facility, for Summer, the Summer CNR Capability as specified in its Interconnection Agreement minus the latest Summer Qualified Capacity, and for Winter, the Winter CNR Capability as specified in its Interconnection Agreement minus the latest Winter Qualified Capacity.

**Withdrawal Penalty** shall mean the penalty assessed by System Operator to an Interconnection Customer that chooses to withdraw or is deemed withdrawn from System Operator's interconnection

queue or whose Generating Facility does not otherwise reach Commercial Operation. The calculation of the Withdrawal Penalty is set forth in Section 3.7.1 of this SGIP.

## **SECTION 2. SCOPE, APPLICATION AND TIME REQUIREMENTS.**

### **2.1 Application of Standard Small Generator Interconnection Procedures.**

The SGIP and SGIA shall apply to Interconnection Requests pertaining to Small Generating Facilities. Except as expressly provided in the SGIP and SGIA, nothing in the SGIP or SGIA shall be construed to limit the authority or obligations that the Interconnecting Transmission Owner or System Operator, as applicable, has with regard to ISO New England Operating Documents. Infrastructure security of the New England Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. The Commission expects the System Operator, Interconnecting Transmission Owners, market participants, and Interconnection Customers interconnected to the New England Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

### **2.2. Comparability.**

The System Operator shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this SGIP. The System Operator and Interconnecting Transmission Owner shall process and analyze Interconnection Requests from all Interconnection Customers, regardless of whether the Generating Facilities are owned by the Interconnecting Transmission Owner, its subsidiaries or Affiliates, or others.

### **2.3 Base Case Data.**

System Operator shall maintain Base Case power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists on a secured location on the System Operator's website. For the purposes of this provision, Base Case Data may include the electromagnetic transient network model that does not include proprietary electromagnetic transient equipment models. System Operator shall provide access to such information located on a secured location on the System Operator's website, subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy as well as any other applicable requirement under Applicable Laws and Regulations regulating disclosure or confidentiality of such information. System Operator shall maintain network models and underlying

assumptions on a secured location on the System Operator's website. Such network models and underlying assumptions should reasonably represent those used during the most recent Interconnection Study and be representative of current system conditions as of the most recent Interconnection Study. The databases and lists addressed in this Section 2.3, hereinafter referred to as Base Cases, shall include all generation projects and transmission projects that are proposed for the New England Transmission System and any Affected System or Internal Affected System and for which a transmission expansion plan has been submitted and approved by the applicable authority and which, in the sole judgment of the System Operator, may have an impact on the Interconnection Request. The Base Cases shall also include generation projects that are not participating in the System Operator's interconnection process, but are expected to achieve approval pursuant to Section I.3.9 of the Tariff within ninety (90) days from the date of the creation of the Base Cases and for which steady state, short circuit, stability and electromagnetic transient network models for the generation projects and any associated system upgrades have been provided to the System Operator. Interconnection Customer, where applicable, shall provide Base Case Data to the Interconnecting Transmission Owner and System Operator to facilitate required Interconnection Studies.

System Operator shall provide a link to the secured location on its website that contains the information required under this Section 2.3 on System Operator's OASIS site. System Operator is permitted to require that Interconnection Customers or their third party consultants, OASIS site users, and users of the secured location on System Operator's website sign a confidentiality agreement before the release of information governed by Section 13.1 or the ISO New England Information Policy, or the release of any other information that is commercially sensitive or Critical Energy Infrastructure Information.

#### **2.4 No Applicability to Transmission Service.**

Nothing in this SGIP shall constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

#### **2.5 Time Requirements.**

Parties that must perform a specific obligation under a provision of the SGIP or Standard Small Generator Interconnection Agreement within a specified time period shall use Reasonable Efforts to complete such obligation within the applicable time period. A Party may, in the exercise of reasonable discretion and

within the time period set forth by the applicable procedure or agreement, request that the relevant Party consent to a mutually agreeable alternative time schedule, such consent not to be unreasonably withheld.

### **SECTION 3. INTERCONNECTION REQUESTS.**

#### **3.1 General.**

To initiate an Interconnection Request, an Interconnection Customer must comply with all of the requirements set forth in Section 3.4.1. Interconnection Customer shall submit a separate Interconnection Request for each site. Where multiple Generating Facilities share a site, Interconnection Customer(s) may submit separate Interconnection Requests or a single Interconnection Request. Within three (3) Business Days after the close of the Cluster Request Window, System Operator shall submit a copy of all valid Interconnection Requests received to Interconnecting Transmission Owner(s).

At Interconnection Customer's option, System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, will identify alternative Point(s) of Interconnection and configurations at a Scoping Meeting within the Customer Engagement Window to evaluate in this process and attempt to eliminate alternatives in a reasonable fashion given resources and information available. Interconnection Customer will select the definitive Point of Interconnection to be studied no later than the execution of the Cluster Study Agreement. For purposes of Clustering of Interconnection Requests, System Operator may propose changes to the requested Point of Interconnection to facilitate efficient interconnection of Interconnection Customers at common Point(s) of Interconnection. System Operator shall notify Interconnection Customers in writing of any intended changes to the requested Point of Interconnection within the Customer Engagement Window, and the Point of Interconnection shall only change upon mutual agreement of the involved parties.

System Operator shall consider requests for Interconnection Service below the Small Generating Facility capability. An Interconnection Customer that submits an Interconnection Request for Interconnection Service below the Small Generating Facility capability shall include in the Interconnection Request the proposed control technologies to restrict the Small Generating Facility's output to the requested Interconnection Service levels. These requests for Interconnection Service shall be studied based on the nameplate capability of the Small Generating Facility at the level of Interconnection Service requested for purposes of determining necessary Interconnection Facilities, Network Upgrades, and associated costs, and the requests

shall be studied at the full Generating Facility capability to ensure the acceptability of the proposed control technology to restrict the facility's output and the safety and reliability of the system, with the study costs borne by Interconnection Customer. Interconnection Customers may be subject to additional control technologies as well as testing and validation of those technologies consistent with Article 2 of the SGIA. The necessary control technologies and protection systems shall be established in Attachment 2 of the executed, or requested to be filed unexecuted, SGIA.

System Operator shall study Generating Facilities that include at least one electric storage resource, when studying the charging mode of the electric storage resource(s), using net shoulder system load as defined in ISO New England Planning Procedures.

Unless otherwise stated, all Commercial Readiness Deposits that must be submitted to the System Operator under this SGIP must be (a) delivered to the System Operator's bank account by electronic transfer, (b) through the provision and maintenance of an irrevocable letter of credit in a form and from a financial institution acceptable to System Operator, and included on the List of Eligible Commercial Readiness Deposit Letter of Credit Issuers, as described on the System Operator's public website, (c) a surety bond in a form and from an ~~financial~~ institution acceptable to System Operator and included on the List of Eligible Commercial Readiness Deposit Surety Bond Issuers, as described on the System Operator's public website or (d) a combination thereof. Each letter of credit or surety bond must specify the Interconnection Request to which it corresponds. Further, notwithstanding Section 5 of this SGIP to the contrary, an Interconnection Customer may replace the acceptable forms of Commercial Readiness Deposits provided therein with a surety bond any time after such form is deemed acceptable by the System Operator. All costs associated with obtaining a letter of credit shall be borne by Interconnection Customer. In the event that System Operator identifies an administrative deficiency with a submitted letter of credit, or surety bond, Interconnection Customer shall have ten (10) Business Days to cure the deficiency.

If the System Operator removes the financial institution from the list, Interconnection Customer shall have ten (10) Business Days from the date on which System Operator provides notice of such removal to replace the letter of credit, or surety bond with a letter of credit, or surety bond from a financial institution on the list. The System Operator may extend this cure period in its sole discretion. Failure to cure a deficiency within the periods prescribed in this Section 3.1 shall result in the withdrawal of the

Interconnection Request pursuant to Section 3.7 of the SGIP without further opportunity to cure. System Operator shall only provide refunds and/or distribute funds held as part of a Commercial Readiness Deposit to the extent that there are sufficient funds available from the applicable form of financial security.

All other deposits that must be submitted to the System Operator under this SGIP must be paid in cash and delivered to the System Operator's bank account by electronic transfer within the period specified in the respective provision.

A deposit will not be considered received until it is in the System Operator's bank account or, in the case of a letter of credit, or surety bond provided as a Commercial Readiness Deposit, the letter of credit or surety bond is accepted by System Operator. Deposits that must be submitted to the Interconnecting Transmission Owner shall be submitted in a form acceptable to the Interconnecting Transmission Owner.

### **3.2 Type of Interconnection Services**

At the time the Interconnection Request is submitted, Interconnection Customer must request either CNR Interconnection Service or NR Interconnection Service, as described in Sections 3.2.1 and 3.2.2 below.

An Interconnection Customer that meets the requirements to obtain CNR Interconnection Service shall obtain NR Interconnection Service up to the NR Capability upon completion of all requirements for NR Interconnection Service, including all necessary upgrades. Upon completion of all requirements for the CNR Interconnection Service, Interconnection Customer shall also receive CNR Interconnection Service for CNR Capability. An Interconnection Customer that meets the requirements to obtain NR Interconnection Service shall receive NR Interconnection Service for Interconnection Customer's NR Capability.

#### **3.2.1 Capacity Network Resource Interconnection Service**

##### **3.2.1.1 The Product.**

The System Operator must conduct the necessary studies in conjunction with the Interconnecting Transmission Owner, and with other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and the Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect the Small Generating Facility in a manner comparable to that in which CNRs are interconnected under the

CC Interconnection Standard. CNR Interconnection Service allows Interconnection Customer's Small Generating Facility to be designated as a CNR, and to participate in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the CNR Capability or as otherwise provided in the Tariff, on the same basis as existing CNRs, and to be studied as a CNR on the assumption that such a designation will occur.

### **3.2.1.2 The Studies.**

All Interconnection Studies for CNR Interconnection Service shall assure that Interconnection Customer's Small Generating Facility satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the unit. For Interconnection Requests seeking to achieve CNR Capability by obtaining a Capacity Supply Obligation through an auction in the Forward Capacity Market prior to September 4, 2024, the CNR Group Study shall assure that Interconnection Customer's Small Generating Facility can be interconnected in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other CNRs and Elective Transmission Upgrades with CNI Interconnection Service, in accordance with the CC Interconnection Standard and as detailed in the ISO New England Planning Procedures. For all other Interconnection Requests, the intra-zonal deliverability analysis shall be performed as part of the Transitional Cluster Study or Cluster Study. The System Operator, in coordination with the Interconnecting Transmission Owner, may also study the New England Transmission System under non-peak load conditions. However, upon request by Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain in writing to Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

### **3.2.1.3 Milestones for CNR Interconnection Service.**

In addition to the requirements set forth in this SGIP, an Interconnection Customer with an Interconnection Request for CNR Interconnection Service that seeks to achieve CNR Capability by obtaining a Capacity Supply Obligation through an auction in the Forward Capacity Market prior to September 4, 2024 shall complete the following milestones prior to receiving CNR Interconnection Service for the CNR Capability, such milestones to be specified in Attachment 4 of the SGIA, as either completed or to be completed: (i) submit the necessary requests for participation in the Forward Capacity Auction associated with the Generating Facility's requested Commercial Operation Date (except as modified pursuant to Sections 3.2.3 or 4.4 of this SGIP), in accordance with the provisions of Section



III.13 of the Tariff; (ii) participate in a CNR Group Study for the Forward Capacity Auction associated with the requested Generating Facility's Commercial Operation Date; (iii) qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff; and (iv) complete a re-study of the applicable Interconnection Study and CNR Group Study after the Forward Capacity Auction, Reconfiguration Auction, or bilateral transaction through which Interconnection Customer received a Capacity Supply Obligation to determine the cost responsibility for facilities and upgrades necessary to accommodate the Interconnection Request. The re-study shall include those CNR Interconnection Service or CNI Interconnection Service Interconnection Requests with a higher Queue Position that cleared and shall exclude any upgrades that are no longer necessary as a result of existing capacity that will be retired as of the start of the Capacity Commitment Period for which the resource has received a Capacity Supply Obligation. With respect to (iv) above, if an Interconnection Study Agreement has been executed, the Interconnection Study associated with the Interconnection Study Agreement shall include the necessary analysis that would otherwise have been performed in a re-study. If the original Interconnection Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Study Agreement. If an SGIA has been either executed or filed with the Commission in unexecuted form then the last Interconnection Study completed for ~~the Interconnection Customer~~ Interconnection Customer under this SGIP shall be subject to re-study. The Appendices to the SGIA shall be amended (pursuant to Article 12.2 of the SGIA) to reflect CNR Capability and the results of the re-study.

After September 4, 2024, an Interconnection Customer with an Interconnection Request for CNR Interconnection Service shall complete the requirements in this SGIP prior to receiving CNR Interconnection Service. Interconnection Customer shall complete the intra-zonal deliverability assessment by electing to participate in the Transitional Cluster Study or submit a new Interconnection Request for CNR Interconnection Service during the applicable Cluster Entry Window to participate and complete a Cluster Study. Any Interconnection Customer with a valid Interconnection Request for CNR Interconnection Service that has a completed Interconnection System Impact Study on or before July 1, 2024, but that has not received a Capacity Supply Obligation through the eighteenth Forward Capacity Auction or an earlier auction may: 1) seek to complete the process for obtaining CNR Interconnection Service through the process described in Section III.13.1.1.2A of the Tariff or 2) seek to complete the process for obtaining CNR Interconnection Service through the Transitional Cluster Study. Notwithstanding any other provision of the Tariff, an Interconnection Customer may seek to participate in both the process described in Section III.13.1.1.2A of the Tariff and the Transitional Cluster Study



simultaneously. If Interconnection Customer achieves CNR Interconnection Service through Section III.13.1.1.2A, it may withdraw from the Transitional Cluster Study without penalty and be refunded any remaining study deposits associated with the Transitional Cluster Study. If Interconnection Customer does not enter, or complete, the process described in either Section III.13.1.1.2A or the Transitional Cluster Study, the System Operator shall reduce Interconnection Customer's Interconnection Request to NR Interconnection Service.

### **3.2.2 Network Resource Interconnection Service**

#### **3.2.2.1 The Product.**

The System Operator must conduct the necessary studies in conjunction with the Interconnecting Transmission Owner, and with other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and the Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect the Small Generating Facility in a manner comparable to that in which Network Resources are interconnected under the NC Interconnection Standard. NR Interconnection Service allows Interconnection Customer's Small Generating Facility to participate in the New England Markets, in accordance with the provisions of Market Rule 1, Section III of the Tariff, up to the net NR Capability or as otherwise provided in Market Rule 1, Section III of the Tariff, on the same basis as other Network Resources. Notwithstanding the above, the portion of a Small Generating Facility that has been designated as a Network Resource interconnected under the NC Interconnection Standard cannot be a capacity resource under Section III.13 of the Tariff, except pursuant to a new Interconnection Request for CNR Interconnection Service.

#### **3.2.2.2 The Studies.**

The Interconnection Studies for an Network Resource shall assure that Interconnection Customer's Small Generating Facility satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the unit, in accordance with the NC Interconnection Standard and as detailed in the ISO New England Planning Procedures. The System Operator, in coordination with the Interconnecting Transmission Owner, may also study the New England Transmission System under non-peak load conditions. However, upon request by Interconnection Customer, the System Operator and as appropriate the

Interconnecting Transmission Owner must explain in writing to Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

### **3.2.2.3 Milestones for NR Interconnection Service.**

An Interconnection Customer with an Interconnection Request for NR Interconnection Service shall complete the requirements in this SGIP prior to receiving NR Interconnection Service.

### **3.3 Utilization of Surplus Interconnection Service.**

Surplus Interconnection Service allows an existing Interconnection Customer to utilize or transfer Surplus Interconnection Service at the Generating Facility's Point of Interconnection once Interconnection Customer has an executed Interconnection Agreement or requested that the Interconnection Agreement be filed unexecuted. For purposes of Surplus Interconnection Service, the existing Interconnection Customer is referred to as the "Original Interconnection Customer," and the entity requesting Surplus Interconnection Service is referred to as the "Surplus Interconnection Customer." The Original Interconnection Customer or, with written consent of the Original Interconnection Customer, one of its affiliates shall have priority to utilize Surplus Interconnection Service. If the Original Interconnection Customer or one of its affiliates does not exercise this priority, then the Surplus Interconnection Service may be utilized by a third party of the Original Interconnection Customer's choosing and with the Original Interconnection Customer's written consent.

Surplus Interconnection Service may be available for any Unused Capability of Interconnection Service established in the Interconnection Agreement for the Original Interconnection Customer's Generating Facility. If the Interconnection Agreement for the Original Interconnection Customer's Generating Facility is for CNR Interconnection Service, any Surplus Interconnection Service may be for existing CNR Interconnection Service or NR Interconnection Service. If the Interconnection Agreement for the Original Interconnection Customer's Generating Facility is for NR Interconnection Service, any Surplus Interconnection Service shall be for NR Interconnection Service. Surplus Interconnection Service is not applicable when a new Interconnection Request for Interconnection Service or Network Upgrades would be required to implement the proposed change to the Original Interconnection Customer's Generating Facility. Surplus Interconnection Service cannot be used to replace a retiring or to repower an existing Generating Facility.

The Original Interconnection Customer shall specify the amount of Unused Capability that is available for use by the Surplus Interconnection Customer's Generating Facility. The total output of the Original Interconnection Customer's Generating Facility plus the Surplus Interconnection Customer's Generating Facility behind the same Point of Interconnection shall be limited to the maximum total amount of Interconnection Service granted to the Original Interconnection Customer as established in the Interconnection Agreement for the Original Interconnection Customer's Generating Facility. Control technology to restrict the total output of the Original Interconnection Customer's and Surplus Interconnection Customer's Generating Facilities shall be required in the case where the sum of the maximum output of the Original Interconnection Customer's Generating Facility plus the maximum output of the Surplus Interconnection Customer's Generating Facility exceeds the total amount of Interconnection Service established in the Original Interconnection Customer's Interconnection Agreement. Surplus Interconnection Service shall only be available at the existing Point of Interconnection of the Original Interconnection Customer's Generating Facility.

### **3.3.1 Surplus Interconnection Service Request**

An Original Interconnection Customer or, with the consent of the Original Interconnection Customer, its affiliate or a third party of the Original Interconnection Customer's choosing may request Surplus Interconnection Service by submitting to the System Operator a completed Surplus Interconnection Service Request Application in the form contained in Attachment C to Appendix 1 of the SGIP. The Surplus Interconnection Service Request Application shall be accompanied by the Original Interconnection Customer's written consent for the Surplus Interconnection Customer's use of Unused Capability for Surplus Interconnection Service, and the technical data called for in the form.

Studies for Surplus Interconnection Service may consist of reactive power, short circuit/fault duty, stability analyses, and/or other appropriate studies. Steady-state (thermal/voltage) analyses may be performed as necessary to ensure that all required reliability conditions are studied. The study shall consider the full Generating Facility capability to ensure the acceptability of the proposed control technology to restrict the total output of the Original Interconnection Customer's and Surplus Interconnection Customer's Generating Facilities. If the Surplus Interconnection Service was not studied under off-peak conditions, off-peak steady state analyses

shall be performed to the required level necessary to demonstrate reliable operation of the Surplus Interconnection Service. If the original system impact study report or Cluster Study Report is not available for Surplus Interconnection Service, both off-peak and peak analysis may need to be performed for the existing Generating Facility associated with the request for Surplus Interconnection Service. The reactive power, short circuit/fault duty, stability, and steady-state analyses for Surplus Interconnection Service will identify any additional Interconnection Facilities and/or Network Upgrades necessary. Any analyses shall be performed at the Surplus Interconnection Customer's expense.

System Operator shall study Generating Facilities that include at least one electric storage resource, when studying the charging mode of the electric storage resource(s), using net shoulder system load as defined in the ISO New England Planning Procedures.

The Interconnection Agreement for the Original Interconnection Customer's Generating Facility shall be replaced by a new agreement among the System Operator, Interconnecting Transmission Owner, Original Interconnection Customer, and Surplus Interconnection Customer. The agreement shall be in the form of the most currently effective SGIA, modified to reflect the Surplus Interconnection Customer's Generating Facility and the amount of, and the terms for the use of, the Surplus Interconnection Service. The agreement shall be developed and negotiated in accordance with Section 11 of the SGIP, at the Surplus Interconnection Customer's expense.

### **3.4 Valid Interconnection Request.**

#### **3.4.1 Cluster Request Window.**

System Operator shall accept Interconnection Requests during a forty-five (45) Calendar Day period (the Cluster Request Window). The initial Cluster Request Window shall open for Interconnection Requests sixty (60) Calendar Days after the conclusion of the three hundred sixty (360) Day transition process set out in Section 5.1 of this SGIP. All subsequent Cluster Request Windows shall open sixty (60) Calendar Days after the Cluster Study Results Meeting or Cluster Restudy Results Meeting (as appropriate). System Operator shall provide notice via posting on its public website at least thirty (30) Calendar Days prior to each respective Cluster Request Window opening.

##### **3.4.1.1 Study Deposits.**

Interconnection Customer shall submit to System Operator, during a Cluster Request Window, an Interconnection Request in the form of Appendix 1 to this SGIP, a potentially non-refundable initial deposit of \$15,000, and a refundable study deposit of \$100,000 (for new requests for NR Interconnection Service or CNR Interconnection Service) or \$50,000 (for Interconnection Requests for which Interconnection Studies for NR Interconnection Service have been completed but have not achieved CNR Interconnection Service or for Interconnection Requests seeking to change from existing NR Interconnection Service to CNR Interconnection Service). System Operator shall apply the initial deposit toward the costs incurred by the System Operator associated with the Interconnection Request, the cost of developing the study agreements and their attachments, and the cost of developing the SGIA. The study deposit shall be applied toward the cost of the Cluster Study.

### **3.4.2 Initiating an Interconnection Request.**

An Interconnection Customer seeking to join a Cluster shall submit its Interconnection Request to System Operator within, and no later than the close of, the Cluster Request Window. Interconnection Requests submitted outside of the Cluster Request Window will not be considered. To initiate and establish a valid Interconnection Request, Interconnection Customer must submit all of the following to the System Operator in the manner specified in Appendix 1 Interconnection Request to this SGIP:

- (i) A potentially non-refundable initial deposit of \$15,000.
- (ii) A completed application in the form of Appendix 1 and all information required under its Attachments.
- (iii) All information and deposits required under this Section 3.4 and
- (iv) In the case of a request for CNR Interconnection Service a demonstration of one-hundred percent (100%) site control and, in the case of NR Interconnection Service, a demonstration of no less than one-hundred percent (100%) Site Control or (1) a signed affidavit from an officer of Interconnection Customer indicating that Site Control is unobtainable due to regulatory limitations as such term is defined by the System Operator; and (2) documentation sufficiently describing and explaining the source and effects of such regulatory limitations, including a description of any conditions that must be met to satisfy the regulatory limitations and the anticipated time by which Interconnection Customer expects to satisfy the regulatory requirements and (3) a cash deposit in lieu of Site Control of \$10,000 per MW, subject to a minimum of \$50,000 and a maximum of \$200,000. Interconnection Requests from multiple

- Interconnection Customers for multiple Generating Facilities that share a site must include a contract or other agreement that allows for shared land use;
- (v) Generating Facility capability (MW) (and requested Interconnection Service level if the requested Interconnection Service is less than the Generating Facility capability).
  - (vi) A Commercial Readiness Deposit equal to two times the study deposit described in Section 3.4.1.1 of this SGIP in the form of an irrevocable letter of credit, cash, or a surety bond where cash deposits shall be treated according to Section 3.7 of this SGIP. This Commercial Readiness Deposit is refunded to Interconnection Customer according to Section 3.7 of this SGIP.
  - (vii) A Point of Interconnection, and;
  - (viii) Whether the Interconnection Request shall be studied for NR Interconnection Service or for CNR Interconnection Service, consistent with Section 3.2 of this SGIP. Upon making this selection, an Interconnection Customer requesting CNR Interconnection Service may request that System Operator reduce the Interconnection Request from CNR Interconnection Service to NR Interconnection Service if the System Operator identifies thermal violations in the analysis associated with CNR Interconnection Service testing conditions that are not identified in the analysis associated with the NR Interconnection Service testing conditions for the Interconnection Request. System Operator will notify Interconnection Customer that its Interconnection Request has been reduced to NR Interconnection Service, and list the thermal violations identified in the analysis associated with CNR Interconnection Service testing conditions in the Cluster Study Report.

An Interconnection Customer that submits a deposit in lieu of Site Control due to demonstrated regulatory limitations must demonstrate that it is taking identifiable steps to secure the necessary regulatory approvals from the applicable federal, state, and/or tribal entities before execution of the Cluster Study Agreement. Such deposit will be held by System Operator until Interconnection Customer provides the required Site Control demonstration for its Generating Facility in the Cluster Study Process.

Interconnection Customers facing qualifying regulatory limitations must demonstrate one-hundred percent (100%) Site Control within one-hundred eighty (180) Calendar Days of the effective date of the SGIA.

Interconnection Customer shall promptly inform System Operator of any material change to Interconnection Customer's demonstration of Site Control under Section 3.4.2(iv-v) of this SGIP. If

System Operator determines, based on Interconnection Customer's information, that Interconnection Customer no longer satisfies the Site Control requirement, System Operator shall give Interconnection Customer ten (10) Business Days to demonstrate satisfaction with the applicable requirement subject to Transmission Provider's approval. Absent such, System Operator shall deem the Interconnection Request withdrawn pursuant to Section 3.7 of this SGIP without further opportunity to cure.

Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to Interconnection Customer's existing Small Generating Facility and Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property.

The portions of the deposit of \$15,000 that have not been applied as provided in this Section 3.4.1 shall be refundable if Interconnection Customer executes an SGIA or where the Interconnection Request is withdrawn by Interconnection Customer within ten (10) Business Days of the Cluster Scoping Meeting. Otherwise, any unused balance of the deposit of \$15,000 shall be non-refundable and applied on a pro-rata basis to offset costs incurred by Interconnection Customers that are subject to re-study, as determined by the System Operator in accordance with the provisions of this SGIP, as a result of the withdrawal of an Interconnection Request within the same Cluster.

The expected Initial Synchronization Date of the new Small Generating Facility, of the increase in capacity of the existing Generating Facility, or of the implementation of the Material Modification to the existing Generating Facility shall not exceed seven (7) years from the date the Interconnection Request is received by the System Operator, unless Interconnection Customer demonstrates that such time required to actively engineer, permit and construct the new Small Generating Facility or increase in capacity of the existing Generating Facility or implement the Material Modification to the existing Generating Facility will take longer than the seven year period. Upon such demonstration, the Initial Synchronization Date may succeed the date the Interconnection Request is received by the System Operator by a period of greater than seven (7) years so long as Interconnection Customer, System Operator, and Interconnecting Transmission Owner agree, such agreement shall not be unreasonably withheld.

#### **3.4.3 Acknowledgment of Interconnection Request.**

System Operator shall acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the request and attach a copy of the received Interconnection Request to the acknowledgement.

#### **3.4.4 Deficiencies in Interconnection Request.**

An Interconnection Request will not be considered to be a valid Interconnection Request until all items in Section 3.4.2 of this SGIP have been received by the System Operator during the Cluster Request Window. If an Interconnection Request fails to meet the requirements set forth in Section 3.4.2 of this SGIP, the System Operator shall notify ~~the Interconnection Customer~~ Interconnection Customer within five (5) Business Days of receipt of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide the System Operator the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice but no later than the close of the Cluster Request Window. In the event that Interconnection Customer fails to comply with this Section 3.4.4 of this LGIP, System Operator shall deem the Interconnection Request withdrawn (without the cure period provided under Section 3.7 of this SGIP), \$5,000 of the application fee is forfeited to System Operator, and any unspent portion of the application fee, the study deposit, and Commercial Readiness Deposit shall be returned to Interconnection Customer.

#### **3.4.5 Customer Engagement Window.**

Upon the close of each Cluster Request Window, System Operator shall open a sixty (60) Calendar Day period (Customer Engagement Window). During the Customer Engagement Window, System Operator shall hold a Scoping Meeting with all Interconnecting Transmission Owners, Interconnection Customers whose valid Interconnection Requests were received in that Cluster Request Window, and any identified Affected Parties, or Internal Affected Parties as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements. Notwithstanding the preceding requirements and upon written consent of all Interconnection Customers within the Cluster, System Operator may shorten the Customer Engagement Window and begin the Cluster Study. Within ten (10) Business Days of the opening of the Customer Engagement Window, System Operator shall post on its OASIS a list of Interconnection Requests for that Cluster. The list shall identify, for each anonymized Interconnection Request: (1) the requested amount of Interconnection Service; (2) the location by county and state; (3) the station or transmission line or lines where the interconnection will be made; (4) the projected In-Service Date; (5) the type of Interconnection Service requested; and (6) the type of Generating Facility or Facilities to be constructed, including fuel types, such as coal, natural gas, solar, or wind. The System Operator must ensure that project information is anonymized and does not reveal the identity or commercial information of Interconnection Customers with submitted requests.



During the Customer Engagement Window, System Operator shall provide to Interconnection Customer a non-binding, updated good faith estimate of the cost and timeframe for completing the Cluster Study and a Cluster Study Agreement to be executed prior to the close of the Customer Engagement Window.

At the end of the Customer Engagement Window, all Interconnection Requests deemed valid that have executed a Cluster Study Agreement in the form of Appendix 2 to this SGIP shall be included in the Cluster Study. Any Interconnection Requests for which Interconnection Customer has not executed a Cluster Study Agreement shall be deemed withdrawn (without the cure period provided under Section 3.7 of this SGIP) by System Operator, the initial deposit shall be forfeited to the System Operator, and the System Operator shall return the study deposit and Commercial Readiness Deposit to Interconnection Customer. Immediately following the Customer Engagement Window, System Operator shall initiate the Cluster Study described in Section 7 of this SGIP.

#### **3.4.6 Cluster Study Scoping Meetings.**

During the Customer Engagement Window, System Operator shall hold a Scoping Meeting with all Interconnecting Transmission Owners, Interconnection Customers whose valid Interconnection Requests were received in that Cluster Request Window, and any identified Affected Parties, or Internal Affected Parties as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements.

The purpose of the Scoping Meeting shall be (i) to discuss alternative interconnection options, (ii) to exchange pertinent information including any transmission data and earlier study evaluations that would reasonably be expected to impact such interconnection options, (iii) to discuss Cluster Study materials posted to OASIS pursuant to Section 3.5 of this SGIP, as applicable; (iv) to analyze such information, and (v) to discuss any other information necessary to facilitate the administration of the Interconnection Procedures.

The Parties will bring to the meeting such technical data, including, but not limited to: (i) general facility loadings, (ii) general instability issues, (iii) information regarding general short circuit issues, (iv) general voltage issues, and (v) general reliability issues as may be reasonably required to accomplish the purpose of the meeting. The Parties will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On

the basis of the meeting, Interconnection Customer(s) shall designate its Point of. The duration of the meeting shall be sufficient to accomplish its purpose.

If the Cluster Study Scoping Meeting consists of more than one Interconnection Customer, System Operator shall issue, no later than fifteen (15) Business Days after the commencement of the Customer Engagement Window, and Interconnection Customer shall execute a non-disclosure agreement in the form specified by System Operator prior to a group Cluster Study Scoping Meeting, which will provide for confidentiality of identifying information or commercially sensitive information pertaining to any other Interconnection Customers.

### **3.5 OASIS Posting.**

#### **3.5.1 OASIS Posting.**

The System Operator will maintain on its OASIS a list of all Interconnection Requests in its Control Area. The list will identify, for each Interconnection Request: (i) the maximum summer and winter megawatt electrical output; (ii) the location by county and state; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected Initial Synchronization Date; (v) the status of the Interconnection Request, including Queue Position; (vi) the type of Interconnection Service being requested (i.e., CNR Interconnection Service or NR Interconnection Service); and (vii) the availability of any studies related to the Interconnection Request; (viii) the date of the Interconnection Request; (ix) the type of Generating Facility to be constructed; and (x) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. Except in the case of an Affiliate, the list will not disclose the identity of Interconnection Customer until Interconnection Customer executes an SGIA or requests that the System Operator and Interconnecting Transmission Owner jointly file an unexecuted SGIA with the Commission. Before participating in a Scoping Meeting with an Interconnection Customer that is also an Affiliate, the Interconnecting Transmission Owner shall post on OASIS an advance notice of its intent to do so. The System Operator shall post to its OASIS site any deviations from the study timelines set forth herein. Interconnection Study reports and Optional Interconnection Study reports shall be posted to the System Operator's OASIS site subsequent to the meeting between the System Operator, Interconnecting Transmission Owner, and Interconnection Customer to discuss the applicable study results. The System Operator shall also post any known deviations in the Small Generating Facility's Initial Synchronization Date.

### **3.5.2 Requirements to Post Interconnection Study Metrics**

The System Operator will maintain on its website summary statistics related to processing Interconnection Studies pursuant to Interconnection Requests, updated quarterly. If the System Operator posts this information on its website, a link to the information must be provided on the System Operator's OASIS site. For each calendar quarter, the System Operator must calculate and post the information detailed in Sections 3.5.2.1 through 3.5.2.4 of this SGIP.

#### **3.5.2.1 Interconnection Cluster Study Processing Time.**

(A) Number of Interconnection Requests that had Cluster Studies completed for the System Operator's Administered Transmission System during the reporting quarter.

(B) Number of Interconnection Requests that had Cluster Studies completed for the System Operator's Administered Transmission System during the reporting quarter that were completed more than two hundred and seventy (270) Calendar Days after the close of the Customer Engagement Window.

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Cluster Studies where such Interconnection Requests had executed a Cluster Study Agreement received by System Operator more than two hundred and seventy (270) Calendar Days before the reporting quarter end.

(D) Mean time (in days), Cluster Studies completed for the System Operator's Administered Transmission System during the reporting quarter, from the commencement of the Cluster Study to the date when System Operator provided the completed Cluster Study Report to Interconnection Customer.

(E) Mean time (in days), Cluster Studies were completed for the System Operator's Administered Transmission System during the reporting quarter, from the close of the Cluster Request Window to the date when System Operator provided the completed Cluster Study Report to Interconnection Customer.

(F) Percentage of Cluster Studies exceeding two hundred and seventy (270) Calendar Days to

complete this reporting quarter, calculated as the sum of Section 3.5.2.1(B) plus Section 3.5.2.1(C) divided by the sum of Section 3.5.2.1(A) plus Section 3.5.2.1(C) of this SGIP.

### **3.5.2.2 Cluster Restudies Processing Time.**

(A) Number of Interconnection Requests that had Cluster Restudies completed for the System Operator's Administered Transmission System during the reporting quarter,

(B) Number of Interconnection Requests that had Cluster Restudies completed for the System Operator's Administered Transmission System during the reporting quarter that were completed more than ninety (90) Calendar Days after System Operator notifies Interconnection Customers in the Cluster that a Cluster Restudy is required pursuant to Section 7.5(4) of this SGIP,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Cluster Restudies where such System Operator notified Interconnection Customers in the Cluster that a Cluster Restudy is required pursuant to Section 7.5(4) of this SGIP more than ninety (90) Calendar Days before the reporting quarter end,

(D) Mean time (in days), Cluster Restudies completed for the System Operator's Administered Transmission System during the reporting quarter, from the date when System Operator notifies Interconnection Customers in the Cluster that a Cluster Restudy is required pursuant to Section 7.5(4) of this SGIP to the date when System Operator provided the completed Cluster Restudy to Interconnection Customer,

(E) Mean time (in days), Cluster Restudies completed for the System Operator's Administered Transmission System during the reporting quarter, from the close of the Cluster Request Window to the date when System Operator provided the completed Cluster Restudy Report to Interconnection Customer,

(F) Percentage of Cluster Restudies exceeding ninety (90) Calendar Days to complete this reporting quarter, calculated as the sum of Section 3.5.2.2(B) plus Section 3.5.2.2(C) divided by the sum of Section 3.5.2.2(A) plus Section 3.5.2.2(C) of this SGIP.

### **3.5.2.3 Interconnection Facilities Studies Processing Time.**

(A) Number of Interconnection Requests that had Interconnection Facilities Studies that are completed for the System Operator's Administered Transmission System during the reporting quarter.

(B) Number of Interconnection Requests that had Interconnection Facilities Studies that are completed for the System Operator's Administered Transmission System during the reporting quarter that were completed more than ninety (90) Calendar Days for no more than +/- 20 percent cost estimate or one hundred eighty (180) Calendar Days for +/- 10 percent cost estimate after receipt by System Operator of Interconnection Customer's executed Interconnection Facilities Study Agreement,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Interconnection Facilities Studies where such Interconnection Requests had executed Interconnection Facilities Studies Agreement received by System Operator more than ninety (90) Calendar Days for no more than +/- 20 percent cost estimate or one hundred eighty (180) Calendar Days for +/- 10 percent cost estimate before the reporting quarter end,

(D) Mean time (in days), for Interconnection Facilities Studies completed for the System Operator's Administered Transmission System during the reporting quarter, calculated from the date when System Operator received the executed Interconnection Facilities Study Agreement to the date when System Operator provided the completed Interconnection Facilities Study to Interconnection Customer,

(E) Mean time (in days), Interconnection Facilities Study completed for the System Operator's Administered Transmission System during the reporting quarter, from the close of the Cluster Request Window to the date when System Operator provided the completed Interconnection Facilities Study to Interconnection Customer.

(F) Percentage of delayed Interconnection Facilities Studies this reporting quarter, calculated as the sum of Section 3.5.2.3(B) plus Section 3.5.2.3(C) divided by the sum of Section 3.5.2.3(A) plus Section 3.5.2.3(C) of this SGIP.

#### **3.5.2.4 Interconnection Requests Withdrawn from Interconnection Queue.**

(A) Number of Interconnection Requests withdrawn from System Operator's interconnection queue during the reporting quarter.

(B) Number of Interconnection Requests withdrawn from System Operator's interconnection queue during the reporting quarter before completion of any Interconnection Studies or execution of any Interconnection Study Agreements.

(C) Number of Interconnection Requests withdrawn from System Operator's interconnection queue during the reporting quarter before completion of a Cluster Study.

(D) Number of Interconnection Requests withdrawn from System Operator's interconnection queue during the reporting quarter before completion of an Interconnection Facility Study.

(E) Number of Interconnection Requests withdrawn from System Operator's interconnection queue after completion of an Interconnection Facilities Study or after completion of the Cluster Study if the Facilities Study was waived but before execution of an SGIA or Interconnection Customer requests the filing of an unexecuted SGIA.

(F) Number of Interconnection Requests withdrawn from System Operator's interconnection queue after execution of an LGIA or Interconnection Customer requests the filing of an unexecuted, new LGIA.

(G) Mean time (in days), for all withdrawn Interconnection Requests, from the date when the request was determined to be valid to when System Operator received the request to withdraw from the queue.

**3.5.3** System Operator is required to post on its website the measures in Section 3.5.2.1(A) through Section 3.5.2.4(F) for each calendar quarter within thirty (30) Calendar days of the end of the calendar quarter. System Operator will keep the quarterly measures posted on its website for three (3) calendar years with the first required report to be the first quarter of 2020. If System

Operator retains this information on its website, a link to the information must be provided on System Operator's OASIS site.

**3.5.4** In the event that any of the values calculated in Sections 3.5.2.1(E), 3.5.2.2(E) or 3.5.2.3(E) exceeds twenty-five percent (25%) for two (2) consecutive calendar quarters, System Operator will have to comply with the measures below for the next four (4) consecutive calendar quarters and must continue reporting this information until System Operator reports four consecutive calendar quarters without the values calculated in Sections 3.5.2.1(E), 3.5.2.2(E) or 3.5.2.3(E) exceeding 25twenty-five percent (25%) for two (2) consecutive calendar quarters:

(i) System Operator must submit a report to the Commission describing the reason for each Cluster Study, Cluster Restudy, or individual Interconnection Facilities Study pursuant to one or more Interconnection Request(s) that exceeded its deadline (i.e., 270, 90 or 180 Calendar Days) for completion. System Operator must describe the reasons for each study delay and any steps taken to remedy these specific issues and, if applicable, prevent such delays in the future. The report must be filed at the Commission within forty-five (45) Calendar Days of the end of the calendar quarter.

(ii) System Operator shall aggregate the total number of employee hours and third party consultant hours expended towards Interconnection Studies for its Administered Transmission System that quarter and post on its website. If System Operator posts this information on its website, a link to the information must be provided on System Operator's OASIS site. This information is to be posted within thirty (30) Calendar Days of the end of the calendar quarter.

### **3.5.5 Record Retention.**

The System Operator shall maintain for three years records, subject to audit, of all Interconnection Requests received under these procedures, the times required to complete Interconnection Request approvals and disapprovals, and justification for the actions taken on the Interconnection Requests

### **3.6 Coordination with Internal Affected Systems.**

The System Operator will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Internal Affected Systems with Internal Affected Parties and, if possible,

include those results (if available) in its applicable Interconnection Study within the time frame specified in this SGIP. The System Operator will include such Internal Affected Parties in all meetings held with Interconnection Customer as required by this SGIP. Interconnection Customer will cooperate with the System Operator and Interconnecting Transmission Owner in all matters related to the conduct of studies and the determination of modifications to Internal Affected Systems. Interconnection Customer shall be responsible for the costs associated with the studies or portions of studies associated with the Internal Affected Systems, including costs associated with the requirements of Section I.3.9 of the Tariff. Payment and refunds associated with the costs of such studies will be coordinated between Interconnection Customer and the Internal Affected Party(ies) unless such costs are included in the costs of the Interconnection Study, in which case, the Internal Affected Party(ies) shall provide System Operator on a monthly basis, and in the form and format specified by the System Operator, invoices for the work conducted on the respective Interconnection Study each month and shall include in such invoices all employee hours and third party consultant hours, including subcontractor hours, expended toward the Interconnection Studies.

The System Operator shall seek the cooperation of all Internal Affected Parties in all matters related to the conduct of studies and the determination of modifications to Internal Affected Systems. Nothing in the foregoing is intended to authorize Interconnection Customer to receive interconnection, related facilities or other services on an Affected System, and provision of such services must be handled through separate arrangements with Internal Affected Party(ies).

### **3.6A Coordination with Affected Systems Outside New England Control Area.**

System Operator will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System Operators. Interconnection Customer will cooperate with System Operator and Affected System Operator in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

An Interconnecting Transmission Owner in the New England Control Area whose system may be impacted by a proposed interconnection on an Affected System shall cooperate with the System Operator and Affected System to transmission whom a proposed interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Interconnecting Transmission Owner's portion of the New England Transmission System.



### **3.6A.1 Initial Notification.**

System Operator must notify Affected System Operator of a potential Affected System impact caused by an Interconnection Request within ten (10) Business Days of the completion of the Cluster Study.

At the time of initial notification, System Operator must provide Interconnection Customer with a list of potential Affected Systems, along with relevant contact information.

### **3.6A.2 Notification of Cluster Restudy.**

System Operator must notify Affected System Operator of a Cluster Restudy concurrently with its notification of such Cluster Restudy to Interconnection Customers.

### **3.6A.3 Notification of Cluster Restudy Completion.**

Upon the completion of System Operator's Cluster Restudy, System Operator will notify Affected System Operator of a potential Affected System impact caused by an Interconnection Request within ten (10) Business Days of the completion of the Cluster Restudy, regardless of whether that potential Affected System impact was previously identified. At the time of the notification of the completion of the Cluster Restudy to the Affected System Operator, System Operator must provide Interconnection Customer with a list of potential Affected System Operators, along with relevant contact information

### **3.7 Withdrawal.**

Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to System Operator, which System Operator will transmit to Interconnecting Transmission Owner and any Affected Parties. In addition, if Interconnection Customer fails to adhere to all requirements of this SGIP, except as provided in Section 13.5 (Disputes), the System Operator shall deem the Interconnection Request to be withdrawn and shall provide written notice to Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Except as otherwise provided elsewhere in this SGIP, upon receipt of such written notice, Interconnection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cure the deficiency or to notify the System Operator of its intent to pursue Dispute Resolution, and System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same.

Withdrawal shall result in the loss of Interconnection Customer's Queue Position. If an Interconnection Customer disputes the withdrawal and loss of its Queue Position, then during Dispute Resolution, the System Operator may eliminate Interconnection Customer's Interconnection Request from the queue until such time that the outcome of Dispute Resolution would restore its Queue Position. An Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to System Operator, Interconnecting Transmission Owner, and any Affected Parties all costs prudently incurred with respect to that Interconnection Request prior to System Operator's receipt of notice described above. Interconnection Customer must pay all monies due before it is allowed to obtain any Interconnection Study data or results.

If Interconnection Customer withdraws its Interconnection Request or is deemed withdrawn by System Operator under Section 3.7 of this SGIP, System Operator shall (i) update the OASIS Queue Position posting; and (ii) impose the Withdrawal Penalty described in Section 3.7.1 of this SGIP. Except as otherwise provided elsewhere in this SGIP, the System Operator and the Interconnecting Transmission Owner shall refund to Interconnection Customer any refundable portion of Interconnection Customer's study deposit or study payments that exceeds the costs incurred, including interest calculated in accordance with section 35.19a(a)(2) of the Commission's regulations, or arrange to charge to Interconnection Customer any amount of such costs incurred that exceed Interconnection Customer's deposit or study payments, including interest calculated in accordance with section 35.19a(a)(2) of the Commission's regulations. The System Operator and Interconnecting Transmission Owner shall refund any portion of the Commercial Readiness Deposit not applied to the Withdrawal Penalty and, if applicable, the deposit in lieu of Site Control. In the event of such withdrawal, System Operator, subject to the confidentiality provisions of Section 13.1 of this SGIP and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information, shall provide, at Interconnection Customer's request, all information developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

### **3.7.1 Withdrawal Penalty.**

Interconnection Customer shall be subject to a Withdrawal Penalty if it withdraws its Interconnection Request or is deemed withdrawn, or the Generating Facility does not otherwise reach Commercial Operation unless: (1) the withdrawal does not have a material impact on the cost or timing of any

Interconnection Request in the same Cluster; (2) Interconnection Customer withdraws after receiving Interconnection Customer's most recent Cluster Restudy Report and the Network Upgrade costs assigned to the Interconnection Request identified in that report have increased by more than twenty-five percent (25%) compared to costs identified in Interconnection Customer's preceding Cluster Study Report or Cluster Restudy Report; or (3) Interconnection Customer withdraws after receiving Interconnection Customer's Interconnection Facilities Study Report and the Network Upgrade costs assigned to the Interconnection Request identified in that report have increased by more than one hundred percent (100%) compared to costs identified in the Cluster Study Report or Cluster Restudy Report.

#### **3.7.1.1 Calculation of the Withdrawal Penalty.**

If Interconnection Customer withdraws its Interconnection Request or is deemed withdrawn prior to the commencement of the initial Cluster Study, Interconnection Customer shall not be subject to a Withdrawal Penalty. If Interconnection Customer withdraws, is deemed withdrawn, or otherwise does not reach Commercial Operation at any point after the commencement of the initial Cluster Study, that Interconnection Customer's Withdrawal Penalty will be the greater of: (1) Interconnection Customer's study deposit required under Section 3.4.1.1 of this SGIP; or (2) as follows in (a)–(d):

(a) If Interconnection Customer withdraws or is deemed withdrawn during the Cluster Study or after receipt of a Cluster Study Report, but prior to commencement of the Cluster Restudy or Interconnection Facilities Study, Interconnection Customer shall be charged two (2) times its actual allocated cost of all studies performed for Interconnection Customers in the Cluster up until that point in the Interconnection Study process.

(b) If Interconnection Customer withdraws or is deemed withdrawn during the Cluster Restudy or after receipt of any applicable restudy reports issued pursuant to Section 7.5 of this SGIP, but prior to commencement of the Interconnection Facilities Study, Interconnection Customer shall be charged five percent (5%) its estimated Network Upgrade costs.

(c) If Interconnection Customer withdraws or is deemed withdrawn during the Interconnection Facilities Study, after receipt of the Interconnection Facilities Study Report issued pursuant to Section 8.3 of this SGIP, or after receipt of the draft SGIA but before Interconnection Customer has executed an SGIA or has requested that its SGIA be filed

unexecuted, and has satisfied the other requirements described in Section 11.3 of this SGIP (i.e., Site Control demonstration, SGIA Deposit, reasonable evidence of one or more milestones in the development of the Generating Facility), Interconnection Customer shall be charged ten percent (10%) its estimated Network Upgrade costs.

(d) If Interconnection Customer has executed an SGIA or has requested that its SGIA be filed unexecuted and has satisfied the other requirements described in Section 11.3 of this SGIP (i.e., Site Control demonstration, SGIA Deposit, reasonable evidence of one or more milestones in the development of the Generating Facility) and subsequently withdraws its Interconnection Request or if Interconnection Customer's Generating Facility otherwise does not reach Commercial Operation, that Interconnection Customer's Withdrawal Penalty shall be twenty percent (20%) its estimated Network Upgrade costs.

### **3.7.1.2 Distribution of the Withdrawal Penalty.**

#### **3.7.1.2.1 Initial Distribution of Withdrawal Penalties Prior to Assessment of Network Upgrade Costs Previously Shared with Withdrawn Interconnection Customers in the Same Cluster**

For a single Cluster, System Operator shall hold all Withdrawal Penalty funds until all Interconnection Customers in that Cluster have either: (1) withdrawn or been deemed withdrawn; (2) executed an SGIA; or (3) requested an SGIA to be filed unexecuted. Any Withdrawal Penalty funds collected from the Cluster shall first be used to fund studies conducted under the Cluster Study Process for Interconnection Customers in the same Cluster that have executed the SGIA or requested the SGIA to be filed unexecuted. Next, after the Withdrawal Penalty funds are applied to relevant study costs in the same Cluster, System Operator will apply the remaining Withdrawal Penalty funds to reduce net increases, for Interconnection Customers in the same Cluster, in Interconnection Customers' Network Upgrade cost assignment and associated financial security requirements under Article 6.3 of the pro forma SGIA attributable to the impacts of withdrawn Interconnection Customers that shared an obligation with the remaining Interconnection Customers to fund a Network Upgrade, as described in more detail in Sections 3.7.1.2.3 and 3.7.1.2.4. The total amount of funds used to fund these studies under the Cluster Study Process or those applied to any net increases in Network Upgrade costs for Interconnection Customers in the same Cluster shall not exceed the total amount of Withdrawal Penalty funds collected from the Cluster.

Withdrawal Penalty funds shall first be applied as a refund to invoiced study costs for Interconnection Customers in the same Cluster that did not withdraw within thirty (30) Calendar Days of such Interconnection Customers executing their SGIA or requesting to have their SGIA filed unexecuted. Distribution of Withdrawal Penalty funds within one specific Cluster for study costs shall not exceed the total actual Cluster Study Process costs for the Cluster. Withdrawal Penalty funds applied to study costs shall be allocated within the same Cluster to Interconnection Customers in a manner consistent with the System Operator's method in Section 13.3 of this SGIP for allocating the costs of Interconnection Studies conducted on a clustered basis. System Operator shall post the balance of Withdrawal Penalty funds held by System Operator but not yet dispersed on its OASIS site and update this posting on a quarterly basis.

If an Interconnection Customer withdraws after it executes, or requests the unexecuted filing of, its SGIA, System Operator shall first apply such Interconnection Customer's Withdrawal Penalty funds to any restudy costs required due to Interconnection Customer's withdrawal as a credit to as-yet-to be invoiced study costs to be charged to the remaining Interconnection Customers in the same Cluster in a manner consistent with the System Operator's method in Section 13.3 of this SGIP for allocating the costs of interconnection studies conducted on a clustered basis. Distribution of the Withdrawal Penalty funds for such restudy costs shall not exceed the total actual restudy costs.

#### **3.7.1.2.2 Assessment of Network Upgrade Costs Previously Shared with Withdrawn Interconnection Customers in the Same Cluster**

If Withdrawal Penalty funds remain for the same Cluster after the Withdrawal Penalty funds are applied to relevant study costs, System Operator will determine if the withdrawn Interconnection Customers, at any point in the Cluster Study Process, shared cost assignment for one or more Network Upgrades with any remaining Interconnection Customers in the same Cluster based on the Cluster Study Report, Cluster Restudy Report(s), Interconnection Facilities Study Report, and any subsequent issued restudy report issued for the Cluster.

In Section 3.7.1.2 of this SGIP, shared cost assignments for Network Upgrades refers to the cost of Network Upgrades still needed for the same Cluster for which an Interconnection Customer, prior to withdrawing its Interconnection Request, shared the obligation to fund along with Interconnection Customers that have executed an SGIA, or requested the SGIA to filed unexecuted.

If System Operator's assessment determines that there are no shared cost assignments for any Network Upgrades in the same Cluster for the withdrawn Interconnection Customer, or determines that the withdrawn Interconnection Customer's withdrawal did not cause a net increase in the shared cost assignment for any remaining Interconnection Customers' Network Upgrade(s) in the same Cluster, System Operator will return any remaining Withdrawal Penalty funds to the withdrawn Interconnection Customer(s). Such remaining Withdrawal Penalty funds will be returned to withdrawn Interconnection Customers based on the proportion of each withdrawn Interconnection Customer's contribution to the total amount of Withdrawal Penalty funds collected for the Cluster (i.e., the total amount before the initial disbursement required under Section 3.7.1.2.1 of this SGIP). System Operator must make such disbursement within sixty (60) Calendar Days of the date on which all Interconnection Customers in the same Cluster have either: (1) withdrawn or been deemed withdrawn; (2) executed an SGIA; or (3) requested an SGIA to be filed unexecuted. For the withdrawn Interconnection Customers that System Operator determines have caused a net increase in the shared cost assignment for one or more Network Upgrade(s) in the same Cluster under Section 3.7.1.2.3(a) of this SGIP, System Operator will determine each such withdrawn Interconnection Customers' Withdrawal Penalty funds remaining balance that will be applied toward net increases in Network Upgrade shared costs calculated under subSections 3.7.1.2.3(a) and 3.7.1.2.3(b) of this SGIP based on each such withdrawn Interconnection Customer's proportional contribution to the total amount of Withdrawal Penalty funds collected for the same Cluster (i.e., the total amount before the initial disbursement requirement under Section 3.7.1.2.1 of this SGIP).

If the System Operator's assessment determines that there are shared cost assignments for Network Upgrades in the same Cluster, System Operator will calculate the remaining Interconnection Customers' net increase in cost assignment for Network Upgrades due to a shared cost assignment for Network Upgrades with the withdrawn Interconnection Customer and distribute Withdrawal Penalty funds as described in Section 3.7.1.2.3, depending on whether the withdrawal occurred before the withdrawing Interconnection Customer executed the SGIA (or filed unexecuted), as described in subSection 3.7.1.2.3(a) of this SGIP, or after such execution (or filing unexecuted) of an SGIA, as described in Section 3.7.1.2.3(b) of this SGIP.

As discussed in Section 3.7.1.2.4, System Operator will amend executed (or filed unexecuted) SGIA's of the remaining Interconnection Customers in the same Cluster to apply the remaining Withdrawal Penalty funds to reduce net increases in Interconnection Customers' Network Upgrade cost assignment and associated financial security requirements under Article 6.3 of the pro forma SGIA attributable to the

impacts of withdrawn Interconnection Customers on Interconnection Customers remaining in the same Cluster that had a shared cost assignment for Network Upgrades with the withdrawn Interconnection Customers.

### **3.7.1.2.3 Impact Calculations**

#### **3.7.1.2.3(a) Impact Calculation for Withdrawals During the Cluster Study Process**

If an Interconnection Customer withdraws before it executes, or requests the unexecuted filing of, its SGIA, the System Operator will distribute in the following manner the Withdrawal Penalty funds to reduce the Network Upgrade cost impact on the remaining Interconnection Customers in the same Cluster who had a shared cost assignment for a Network Upgrade with the withdrawn Interconnection Customer.

To calculate the reduction in the remaining Interconnection Customers' net increase in Network Upgrade costs and associated financial security requirements under Article 6.3 of the pro forma SGIA, the System Operator will determine the financial impact of a withdrawing Interconnection Customer on other Interconnection Customers in the same Cluster that shared an obligation to fund the same Network Upgrade(s). System Operator shall calculate this financial impact once all ~~the Interconnection Customer~~ Interconnection Customers in the same Cluster either: (1) have withdrawn or have been deemed withdrawn; (2) executed an SGIA; or (3) request an SGIA to be filed unexecuted. System Operator will perform the financial impact calculation using the following steps.

First, System Operator must determine which withdrawn Interconnection Customers shared an obligation to fund Network Upgrades with Interconnection Customers from the same Cluster that have SGIA's that are executed or have been requested to be filed unexecuted. Next, System Operator shall perform the calculation of the financial impact of a withdrawal on another Interconnection Request in the same Cluster by performing a comparison of the Network Upgrade cost estimates between each of the following:

- (1) Cluster Study phase to Cluster Restudy phase (if Cluster Restudy was necessary);

(2) Cluster Restudy phase to Interconnection Facilities Study phase (if a Cluster Restudy was necessary);

(3) Cluster Study phase to Interconnection Facilities Study phase (if no Cluster Restudy was performed);

(4) Interconnection Facilities Study phase to any subsequent restudy that was performed before the execution or filing of an unexecuted SGIA;

(5) the restudy to the executed, or filed unexecuted, SGIA (if a restudy was performed after the Facilities Study phase and before the execution or filing of an unexecuted SGIA).

If, based on the above calculations, System Operator determines:

-

(i) that the costs assigned to an Interconnection Customer in the same Cluster for Network Upgrades that a withdrawn Interconnection Customer shared cost assignment for increased between any two studies, and

(ii) after the impacted Interconnection Customer's SGIA was executed or filed unexecuted, Interconnection Customer's cost assignment for the relevant Network Upgrade is greater than it was prior to the withdrawal of Interconnection Customer in the same Cluster that shared cost assignment for the Network Upgrade,

then System Operator shall apply the withdrawn Interconnection Customer's Withdrawal Penalty funds that has not already been applied to study costs in the amount of the financial impact by reducing, in the same Cluster, the remaining Interconnection Customer's Network Upgrade costs and associated financial security requirements under Article 6.3 of the pro forma SGIA.

If System Operator determines that more than one Interconnection Customer in the same Cluster was financially impacted by the same withdrawn Interconnection Customer, System Operator will apply the relevant withdrawn Interconnection Customer's Withdrawal Penalty funds that has not already been applied to study costs to reduce the financial impact to each Interconnection Customer based on each Interconnection Customer's proportional share of the financial impact, as determined by either the



Proportional Impact Method if it is a System Network Upgrade or on a per capita basis if it is a Substation Network Upgrade, as described under Section 4.2.1 of this SGIP.

#### **3.7.1.2.3(b) Impact Calculation for Withdrawals in the Same Cluster After the Cluster Study**

##### **Process**

If an Interconnection Customer withdraws after it executes, or requests the unexecuted filing of, its SGIA, System Operator will distribute in the following manner the remaining Withdrawal Penalty funds to reduce the Network Upgrade cost impact on the remaining Interconnection Customers in the same Cluster who had a shared cost assignment with the withdrawn Interconnection Customer for one or more Network Upgrades.

System Operator will determine the financial impact on the remaining Interconnection Customers in the same Cluster within thirty (30) Calendar D-ays after the withdrawal occurs. The System Operator will determine that financial impact by comparing the Network Upgrade cost funding obligations Interconnection Customers shared with the withdrawn Interconnection Customer before the withdrawal of Interconnection Customer and after the withdrawal of Interconnection Customer. If that comparison indicates an increase in Network Upgrade costs for an Interconnection Customer, System Operator shall apply the withdrawn Interconnection Customer's Withdrawal Penalty funds to the increased costs each impacted Interconnection Customer in the same Cluster experienced associated with such Network Upgrade(s) in proportion to each Interconnection Customer's increased cost assignment, as determined by System Operator.

#### **3.7.1.2.4 Amending SGIA to Apply Reductions to Interconnection Customer's Assigned Network Upgrade Costs and Associated Financial Security Requirement with Respect to Withdrawals in the Same Cluster**

Within thirty (30) Calendar Days of all Interconnection Customers in the same Cluster having: (1) withdrawn or been deemed withdrawn; (2) executed an SGIA; or (3) requested an SGIA to be filed unexecuted, System Operator must perform the calculations described in Section 3.7.1.2.3(a) of this SGIP and provide such Interconnection Customers with an amended SGIA that provides the reduction in Network Upgrade cost assignment and associated reduction to Interconnection Customer's financial

security requirements, under Article 6.3 of the pro forma SGIA, due from Interconnection Customer to the Interconnecting Transmission Owner.

Where an Interconnection Customer executes the SGIA (or requests the filing of an unexecuted SGIA) and is later withdrawn or its SGIA is terminated, System Operator must, within thirty (30) Calendar Days of such withdrawal or termination, perform the calculations described in Section 3.7.1.2.3(b) of this SGIP and provide such Interconnection Customers in the same Cluster with an amended SGIA that provides the reduction in Network Upgrade cost assignment and associated reduction to Interconnection Customer's financial security requirements, under Article 6.3 of the pro forma SGIA, due from Interconnection Customer to Interconnecting Transmission Owner.

Any repayment by Interconnecting Transmission Owner to Interconnection Customer under Article 6.1 of the pro forma SGIA of amounts advanced for Network Upgrades after the Generating Facility achieves Commercial Operation shall be limited to Interconnection Customer's total amount of Network Upgrade costs paid and associated financial security provided to Interconnecting Transmission Owner under Article 6.3 of the pro forma SGIA.

#### **3.7.1.2.5 Final Distribution of Withdrawal Penalty Funds**

If Withdrawal Penalty funds remain for the Cluster after the Withdrawal Penalty funds are applied to relevant study costs and net increases in shared cost assignments for Network Upgrades to remaining Interconnection Customers, System Operator or Interconnecting Transmission Owner, as appropriate, will return any remaining Withdrawal Penalty funds to the withdrawn Interconnection Customers in the same Cluster net of the amount of each withdrawn Interconnection Customer's Withdrawal Penalty funds applied to study costs and net increases in shared cost assignments for Network Upgrades to remaining Interconnection Customers.

### **3.8 Identification of Contingent Facilities.**

System Operator shall identify Contingent Facilities before the execution of the SGIA by reviewing the Interconnection Facilities and Network Upgrades associated with an Interconnection Request with a higher Queue Position or the list of transmission projects planned or proposed for the New England Transmission System to identify those upgrades that are not yet in service but upon which the Interconnection Request's costs, timing, and study findings are dependent, and if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection

Facilities and/or Network Upgrades and/or costs and timing. Planned or proposed upgrades will be identified as Contingent Facilities for an Interconnection Request if the absence of those upgrades would cause additional Adverse System Impacts to be identified in the Cluster Study, using the same conditions as those used in the Cluster Study. The thresholds for identification of Adverse System Impact for the purpose of identifying Contingent Facilities will be as follows: (i) an increase in the flow in an element by at least two percent of the element's rating and that causes that flow to exceed that element's appropriate thermal rating by more than two percent where the appropriate thermal rating is the normal rating with all lines in service and the long time emergency or short time emergency rating after a contingency; (ii) a change of at least one percent in a voltage that causes a voltage level that is higher or lower than the appropriate high or low rating by more than one percent; (iii) an increase of at least a one percent change in the short circuit current experienced by an element and that causes a short circuit stress that is higher than an element's interrupting or withstand capability; or (iv) the introduction of a violation of stability criteria. Contingent Facilities that are identified during the evaluation of the Interconnection Request shall be documented in the Cluster Study report or the SGIA for the Small Generating Facility. System Operator shall also provide, upon request of Interconnection Customer, the estimated Interconnection Facility and/or Network Upgrade costs and estimated in-service completion time for each identified Contingent Facilities when this information is readily available and not commercially sensitive.

### **3.9 Penalties for Failure to Meet Study Deadlines.**

(1) System Operator or Interconnecting Transmission Owner shall be subject to a penalty if it fails to complete a Cluster Study, Cluster Restudy, Interconnection Facilities Study, or Affected Systems Study by the applicable deadline set forth in this SGIP. The responsibilities of System Operator and Interconnecting Transmission Owner in the conduct of such studies are set forth in the Transmission Operating Agreement and ISO New England Planning Procedures. System Operator or Interconnecting Transmission Owner must pay the penalty for each late Cluster Study, Cluster Restudy, and Interconnection Facilities Study on a pro rata basis per Interconnection Request to all Interconnection Customer(s) included in the relevant study that did not withdraw, or were not deemed withdrawn, from System Operator's interconnection queue before the missed study deadline in proportion to each Interconnection Customer's final study cost. System Operator or Interconnecting Transmission Owner must pay the penalty for a late Affected Systems Study on a pro rata basis per interconnection request to all Affected System Interconnection Customer(s) included in the relevant Affected System Study that did not withdraw, or were not deemed withdrawn, from the host transmission provider's interconnection queue before the missed study deadline in proportion to each Interconnection Customer's final study cost.

Except as provided below, the study delay penalty for each late study shall be distributed no later than forty-five (45) Calendar Days after the late study has been completed.

(2) For penalties assessed in accordance with this Section, the penalty amount will be equal to: \$1,000 per Business Day for delays of Cluster Studies beyond the applicable deadline set forth in this SGIP; \$2,000 per Business Day for delays of Cluster Re-Studies beyond the applicable deadline set forth in this SGIP; \$2,000 per Business Day for delays of Affected System Studies beyond the applicable deadline set forth in this SGIP; and \$2,500 per Business Day for delays of Interconnection Facilities Studies beyond the applicable deadline set forth in this SGIP. The total amount of a penalty assessed under this Section shall not exceed: (a) one hundred percent (100%) of the initial study deposit(s) received for all of the Interconnection Requests in the Cluster for Cluster Studies and Cluster Restudies; (b) one hundred percent (100%) of the initial study deposit received for the single Interconnection Request in the study for Interconnection Facilities Studies; and (c) one hundred percent (100%) of the study deposit(s) that System Operator or Interconnecting Transmission Owner collects for conducting the Affected System Study.

(3) System Operator or Interconnecting Transmission Owner may appeal to the Commission any penalties imposed under this Section. Any such appeal must be filed no later than forty-five (45) Calendar Days after the late study has been completed. While an appeal to the Commission is pending, System Operator or Interconnecting Transmission Owner shall remain liable for the penalty, but need not distribute the penalty until forty-five (45) Calendar Days after (1) the deadline for filing a rehearing request has ended, if no requests for rehearing of the appeal have been filed, or (2) the date that any requests for rehearing of the Commission's decision on the appeal are no longer pending before the Commission. The Commission may excuse System Operator or Interconnecting Transmission Owner from penalties under this Section for good cause.

(4) No penalty will be assessed under this Section where a study is delayed by ten (10) Business Days or less. If the study is delayed by more than ten (10) Business Days, the penalty amount will be calculated from the first Business Day the System Operator or Interconnecting Transmission Owner misses the applicable study deadline.

(5) If (a) System Operator or Interconnecting Transmission Owner needs to extend the deadline for a particular study subject to penalties under this Section and (b) all Interconnection Customers or Affected System Interconnection Customers included in the relevant study mutually agree to such an extension, the

deadline for that study shall be extended thirty (30) Business Days from the original deadline. In such a scenario, no penalty will be assessed for System Operator or Interconnecting Transmission Owner missing the original deadline.

(6) No penalties shall be assessed until the third Cluster Study cycle (including any Transitional Cluster Study cycle, but not Transitional Serial Interconnection Facilities Studies) after the Commission-approved effective date of this SGIP.

(7) System Operator and Interconnecting Transmission Owner must maintain on its OASIS or its public website summary statistics related to penalties assessed under this Section, updated quarterly. For each calendar quarter, System Operator and Interconnecting Transmission Owner must calculate and post (1) the total amount of penalties assessed under this Section during the previous reporting quarter and (2) the highest penalty assessed under this Section paid to a single Interconnection Customer or Affected System Interconnection Customer during the previous reporting quarter. System Operator and Interconnecting Transmission Owner must post on their respective OASIS or website these penalty amounts for each calendar quarter within thirty (30) Calendar Days of the end of the calendar quarter. System Operator and Interconnecting Transmission Owner must maintain the quarterly measures posted on their respective OASIS or website for three (3) calendar years with the first required posting to be the third Cluster Study cycle (including any Transitional Cluster Study cycle, but not Transitional Serial Interconnection Facilities Studies) after System Operator transitions to the Cluster Study Process.

## **SECTION 4. INTERCONNECTION REQUEST EVALUATION PROCESS.**

### **4.1 Queue Position.**

#### **4.1.1 Assignment of Queue Position.**

System Operator shall assign a Queue Position based upon the date and time of receipt of the valid Interconnection Request provided all items required pursuant to the provisions of Section 3.4.2 of this SGIP are received. A higher Queue Position assigned to an Interconnection Request is one that has been placed “earlier” in the queue in relation to another Interconnection Request that is assigned a lower Queue Position. All requests studied in a single Cluster shall be considered equally queued. Interconnection Customers that are part of a Cluster initiated earlier in time than an instant Cluster Study shall be

considered to have a higher Queue Position than Interconnection Customers that are part of Clusters initiated later than an instant Cluster.

Any ongoing CSIS or CFACs as of June 13, 2024 shall include the Interconnection Requests that were identified as eligible to participate in the CSIS and CFAC and met the associated requirements for inclusion in said studies in accordance with Section 4.2 of this SGIP. Interconnection Requests included in such a CSIS or CFAC shall consider a higher queued Interconnection Request not included in the cluster. A lower queued Interconnection Request that is not included in such a CSIS or CFAC shall consider all of the higher queued Interconnection Requests that are part of such a CSIS or CFAC.

#### **4.1.1 Considerations Related to Achieving CNR Interconnection Service.**

Participation in a CNR Group Study was required to achieve CNR Interconnection Service and CNI Interconnection Service prior to September 4, 2024.

After September 4, 2024 CNR the Transitional Cluster Study, Transitional CNR Group Study or Cluster Study processes shall be the only means for Generating Facilities subject to the Interconnection Procedures to achieve CNR Interconnection Service.

Interconnection Requests submitted to Interconnecting Transmission Owners or their distribution company affiliates pursuant to the applicable state tariff, rules or procedures that have obtained Proposed Plan Application approval from the System Operator pursuant to Section I.3.9 of the Tariff shall be included in Base Case for the Transitional CNR Group Study or a Cluster Study in order of submission/approval (the dates of Proposed Plan Application approval shall be used for interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates) provided that such Section I.3.9 approval was received at least ninety (90) Calendar days after the formation of the Base Case consistent with Section 2.3 of this SGIP.

#### **4.2 General Study Process.**

Interconnection Studies performed using clustering shall be conducted in such a manner to ensure the efficient implementation of the applicable Regional System Plan in light of the New England Transmission System's capabilities for the time period under study and consistent with Good Utility Practice.

The System Operator may use subgroups in the Cluster Study Process. If the System Operator elects to use subgroups in the Cluster Study Process, System Operator must publish the criteria used to define and determine subgroups on its OASIS or public website prior to the opening of a Cluster Request Window.

#### **4.2.1 Triggers for CRPS.**

The System Operator, at its discretion, may initiate a CRPS pursuant to Section 15 of Attachment K, Section II of the Tariff, when it identifies any of the following interconnection circumstances:

- (1) the withdrawal from the Cluster Study Process of two (2) or more Interconnection Requests for resources in the same electrical part of the New England Control Area; or
- (2) where procurements are underway for resources in the same electrical part of the New England Control Area;

and, none of the resources described in (1) or (2) above will be able to interconnect to the Administered Transmission System without the use of common significant new transmission line infrastructure rated at or above 115 kV AC or HVDC.

System Operator may also initiate a CRPS in an electrical part of the New England Control Area where System Operator previously identified the need for a CETU to interconnect new resources.

#### **4.2.2 Notice of Initiation of CRPS.**

When the System Operator identifies the interconnection circumstances in Section 4.2.1 of this SGIP, the System Operator will provide notice to the Planning Advisory Committee of the initiation of a CRPS in accordance with Section 15.1 of Attachment K, Section II of the Tariff. The System Operator will perform a CRPS to identify the CETU and associated system upgrades to enable the interconnection of potentially all of the resources for which the interconnection circumstances described in Section 4.2.1 of this SGIP were identified, consistent with Section 15.2 of Attachment K. The results of the CRPS performed under Attachment K will inform the Cluster entry process and requirements for Interconnection Requests for Generating Facilities that need the CETU to meet the interconnection standards in Schedules 22, 23, or 25 of the OATT. The System Operator will provide notice to Interconnection Customers with Interconnection Request identified as needing the CETU to meet the interconnection standards prior to or at the Cluster Scoping Meeting.

### **4.2.3 Requirements for CETU-Eligible Interconnection Requests.**

#### **4.2.3.1 Cluster Entry Requirements for CETU-Eligible Interconnection Requests.**

**4.2.3.1.1 CRPS Completed Prior to Transitional Cluster Study** For a CRPS that was completed prior to the start of the Transitional Cluster Study, and for which a CSIS has not commenced, all Interconnection Requests identified in the final CRPS report, by Queue Position as assigned in accordance with Section 4.1 of this SGIP, shall be eligible to elect to enter the Transitional Cluster Study under Section 5.1.1.2 of this SGIP. By the deadline to return the Transitional Cluster Study Agreement, an Interconnection Customer with an Interconnection Request identified in the final CRPS report as eligible to elect to enter the Transitional Cluster Study must, in writing:

1. withdraw the Interconnection Request, pursuant to Section 3.7; or
2. request to be included in the Transitional Cluster Study, meet the requirements specified in Section 5.1.1.2, (except for the Commercial Readiness Deposit) and submit to the System Operator the CETU Participation Deposit specified in Section 4.2.3.2 of this SGIP. Such deposit shall be in cash.

If, by the deadline to submit the Transitional Cluster Study Agreement, Interconnection Customer fails to withdraw its Interconnection Request or request to be included in the Transitional Cluster Study and meet the requirements specified in this Section 4.2.3.1.1, then the Interconnection Request will be automatically withdrawn from the interconnection queue without further opportunity to cure. If Interconnection Customer elects option (2) above and does not meet all of the CSIS entry requirements specified in this Section 4.2.3.1.1 by the deadline to submit the Transitional Cluster Study Agreement, the Interconnection Request will be automatically withdrawn from the interconnection queue as of that date without further opportunity to cure. If an initial CETU Participation Deposit had been submitted as part of an otherwise incomplete Transitional Cluster Study entry requirements submission, the initial CETU Participation Deposit will be refunded at the time the Interconnection Request is withdrawn.

**4.2.3.1.2 CRPS Initiated After the Transition Cluster Study** All Interconnection Requests that, based on a final CRPS report that the System Operator has completed pursuant to Attachment K, reasonably



expect to, or have been notified by System Operator that they need, the CETU and associated system upgrades identified in that final CRPS report must request to be included in the Cluster Study, meet the requirements specified in Section 5.1.1.2 (with the exception of the Commercial Readiness Deposit), and submit to the System Operator the CETU Participation Deposit specified in Section 4.2.3.2 of this SGIP. Such deposit shall be required to be in cash. If Interconnection Customer does not meet all of the entry requirements specified in this Section 4.2.3.1.2 by close of the Cluster Request Window, the Interconnection Request will be automatically withdrawn from the interconnection queue as of the Cluster Entry Deadline without further opportunity to cure. If an initial CETU Participation Deposit had been submitted as part of the incomplete Interconnection Request, the initial CETU Participation Deposit will be refunded at the time the Interconnection Request is withdrawn.

Where a CRPS under Attachment K has not been completed prior to the opening of a Cluster Entry Window, Interconnection Requests in the electrical part of the system subject to the CRPS will be eligible to participate in the next Cluster Study following completion of the CRPS.

**4.2.3.2. CETU Participation Deposit for CETU Eligible Interconnection Requests.** By the close of the Cluster Request Window, Interconnection Customer also must submit to the System Operator an initial CETU Participation Deposit equal to five (5) percent of Interconnection Customer's cost allocation responsibility for the CETU and associated system upgrades to be determined based on the cost estimates provided in the final CRPS report. If the System Operator subsequently identifies that an Internal ETU has met the requirements to take the place of a CETU, or portion thereof, pursuant to Section 5.1.1.2 and 7.3 of this ETU IP, the initial CETU Participation Deposit will be reduced to exclude the costs associated with the CETU, or portion thereof, that is being replaced by the Internal ETU, and Interconnection Customer shall be refunded the corresponding amount. Cost allocation of the CETU and associated system upgrades shall be in accordance with Schedule 11, Section II of this Tariff.

The initial CETU Participation Deposit will be fully refunded (with interest to be calculated in accordance with Section 3.7 of this SGIP) to Interconnection Customer with an Interconnection Request that met the cluster entry requirements: (i) if the CETU is initially undersubscribed by more than ten (10) percent of the quantity of megawatts that the CETU developed through the CRPS was designed to enable and Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.7, before the Cluster Study starts, (ii) if the CETU is initially oversubscribed as described in Section 4.2.3.3.2 of this SGIP (e.g., the CETU developed through the CRPS is designed to enable 1,000 MW and more than 1,000

MW meet the Cluster Study or Transitional Cluster Study entry requirements), in which case the CETU Participation Deposit CETU Participation Deposit will be refunded to Interconnection Customers with Interconnection Requests corresponding to the oversubscribed megawatt quantities, (iii) if the cost estimates for the CETU and the associated system upgrades provided in the final CRPS report for the entire cluster have increased by twenty-five (25) percent or more when compared to the cost estimates provided in the draft Cluster Study report or the draft Transitional Cluster Study Report, draft Cluster Study or the draft Facilities Study Report and Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.7, within thirty (30) Calendar Days after receipt of the draft Transitional Cluster Study Report, draft Cluster Study Report or the draft Facilities Study Report in accordance with Sections 7.5 and 8.3 of this SGIP, respectively, (iv) if at the time Interconnection Customer with an Interconnection Request included in the CSIS provides to the Interconnecting Transmission Owner the deposit specified in Section 11.3.1.2 of this SGIP or (v) if all Interconnection Requests included in the cluster withdraw from the interconnection queue.

Otherwise, the CETU Participation Deposit shall be non-refundable if Interconnection Customer withdraws its Interconnection Request or the Interconnection Request is withdrawn from the interconnection queue at any time after the Customer Engagement Window. The non-refundable CETU Participation Deposit shall be re-allocated, according to the cost allocation methodology contained in Schedule 11, to Interconnection Customers with Interconnection Requests included in a cluster at the time the facilities proposed in the Interconnection Requests achieve Commercial Operation.

#### **4.2.3.3 CETU Filling and Oversubscription.**

For purposes of the Transitional Cluster Study, the CETU shall be filled with all Interconnection Requests in the same electrical part of the New England Control Area that the System Operator previously identified as needing the CETU identified in the final CRPS report and that met the Transitional Cluster Study entry requirements by the Cluster Request Window up to the approximate megawatt quantity identified in the final CRPS report as potentially enabled by the CETU. The Interconnection Requests will be included Transitional Cluster Study in queue order, based on the Queue Positions assigned in accordance with Section 4.1 of this SGIP, relative to other eligible Interconnection Requests. In the event that the CETU is filled and lower queued Interconnection Requests remain, such requests shall be withdrawn by System Operator, all remaining deposits will be refunded, and System Operator may initiate a new CRPS under Attachment K in the same electrical area of the system.

For Cluster Studies, the CETU shall be filled with all Interconnection Requests in the same electrical part of the New England Control Area submitted during the next Cluster Request Window following the publication of the final CRPS report that the System Operator determines need the CETU identified in the final CRPS report and meet the Cluster Study entry requirements by close of the Cluster Entry Window up to the approximate megawatt quantity identified in the final CRPS as potentially enabled by the CETU.

If the Interconnection Requests identified by the System Operator as needing the CETU identified in the final CRPS report that elect to enter the Cluster Study exceed the quantity of megawatts identified as potentially enabled by the CETU in the final CRPS report, the System Operator shall fill the CETU first with Interconnection Requests that have been selected in, or are contractually bound by, a state-sponsored request for proposals. In the event that the CETU is filled and additional Interconnection Requests are not able to be included, such requests will not proceed into the Cluster Study, all deposits will be refunded, System Operator may initiate a new CRPS under Attachment K in the same electrical area of the system.

#### **4.2.4. Cluster Interconnection Facilities Study.**

The following provisions shall only apply to Interconnection Customers that executed a CFAC prior to the effective date of this SGIP.

Notwithstanding any other provision in this SGIP, an Interconnection Customer with an Interconnection Request included in a completed CSIS will not be eligible to waive the, or request a separate, CFAC. All Interconnection Customers with an Interconnection Request included in a completed CSIS shall be studied together in the CFAC for the purpose of implementing the conclusions of the CSIS with respect to non-sole use facilities.

**4.2.4.1 Cluster Interconnection Facilities Study Entry Requirements.** An Interconnection Customer with an Interconnection Request that was included in a completed CSIS shall execute an Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to the System Operator, together with the required technical data and refundable deposit for the Interconnection Facilities Study as specified in Section 8.1 of this SGIP.

**4.2.4.2. Scope of Interconnection Facilities Study.** The CFAC will be conducted in accordance with Sections 8.2 and 8.3 of this SGIP based on a +/- 20 percent good faith cost estimate.

**4.2.4.3 Re-study of the Interconnection Facilities Study.** In addition to the circumstances specified in Section 8.5 of this SGIP, a re-study of the CFAC is required due to the withdrawal of an Interconnection Request that had been included in the CFAC. A re-study of the CSIS and CFAC will be conducted to determine if there are any changes in the upgrades identified during the CSIS and CFAC with the exception of the CETU identified in the final CRPS report, which shall remain configured consistent with the megawatt quantity(ies) considered in the final CRPS report.

—

**4.2.4.4 Additional CETU Participation Deposit.** Within thirty (30) Calendar Days after receipt of the final CFAC report in accordance with Section 8.3 of this SGIP, an Interconnection Customer with an Interconnection Request included in the CFAC shall submit to the System Operator an additional CETU Participation Deposit equal to five (5) percent of Interconnection Customer's cost allocation responsibility for the CETU and associated system upgrades to be determined based on the cost estimates provided in the final CFAC report. Cost allocation of the CETU and associated system upgrades shall be in accordance with Schedule 11, Section II of this Tariff.

The additional CETU Participation Deposit provided under this Section 4.2.4 will be fully refunded (with interest to be calculated in accordance with Section 3.7 of this SGIP) to Interconnection Customer that submitted the additional CETU Participation Deposit (i) at the time Interconnection Customer with an Interconnection Request included in this CSIS provides to the Interconnecting Transmission Owner the deposit specified in Section 11.3.1.2 of this SGIP or (ii) if all Interconnection Requests included in the cluster withdraw from the interconnect queue.

Otherwise, the additional CETU Participation Deposit shall be non-refundable if Interconnection Customer withdraws its Interconnection Request or the Interconnection Request is withdrawn from the interconnection queue. The non-refundable additional CETU Participation Deposits shall be re-allocated, according to the cost allocation methodology contained in Schedule 11, to Interconnection Customers with Interconnection Requests included in a cluster at the time the facilities proposed in the Interconnection Requests achieve Commercial Operation.

### **4.3 Transferability of Queue Position.**

An Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Generating Facility identified in the Interconnection Request and the Point of

Interconnection does not change. Interconnection Customer must notify the System Operator, in writing, of any transfers of Queue Position and must provide the System Operator with the transferee's contact information, and System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same.

#### **4.4 Modifications.**

Interconnection Customer shall submit to System Operator and Interconnecting Transmission Owner, in writing, modifications to any information provided in the Interconnection Request, including its attachments. Interconnection Customer shall retain its Queue Position if the modifications are in accordance with Sections 4.4.1, ~~or~~ 4.4.4, or 7.5 of this SGIP or the predecessor rules under the SGIP, or are determined not to be Material Modifications pursuant to Section 4.4.2 of this SGIP. The System Operator will notify the Interconnecting Transmission Owner, and, when System Operator deems it appropriate in accordance with applicable codes of conduct and confidentiality requirements, it will notify any Affected Party or Internal Affected Party of such modifications.

A new Interconnection Request be shall be required to: (1) increase the energy capability or capacity capability output of a Generating Facility above that specified in an Interconnection Request, an existing Interconnection Agreement (whether executed or filed in unexecuted form with the Commission), or as established pursuant to Section 5.2 of this SGIP; or (2) change from NR Interconnection Service to CNR Interconnection Service, at any time.

During the course of the Interconnection Studies, the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request. To the extent the identified changes do not constitute a Material Modification and are acceptable to the Parties, such acceptance not to be unreasonably withheld, System Operator and the Interconnecting Transmission Owner shall modify the Point of Interconnection prior to the completion of a Cluster Study and Interconnection Customer shall retain its Queue Position.

**4.4.1** Prior to the return of the Cluster Study Agreement or Transitional Cluster Study Agreement, modifications permitted under this Section shall include specifically: (a) a decrease of up to 60 percent of

electrical output (MW) of the proposed Small Generating Facility, through either (1) a decrease in facility size or (2) a decrease in Interconnection Service level (consistent with the process described in Section 3.1 of this SGIP) accomplished by applying System Operator-approved injection-limiting equipment proposed by Interconnection Customer and subject to review in the Interconnection System Impact Study; (b) modifying the technical parameters associated with the Small Generating Facility technology or the Small Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration.

**4.4.2** Prior to making any modification other than those specifically permitted by Sections 4.4.1, 4.4.4, or 7.5 of this SGIP, Interconnection Customer may first request that the System Operator and Interconnecting Transmission Owner evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, the System Operator in consultation with the Interconnecting Transmission Owner, and in consultation with any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall evaluate, at the Interconnection Customer's cost, the proposed modifications prior to making them and the System Operator will inform Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Any change to the Point of Interconnection, except those deemed acceptable under Sections 3.1.2 or 4.4.1 of this SGIP or so allowed elsewhere, shall constitute a Material Modification. Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.

**4.4.3** Interconnection Customer may request, and System Operator shall evaluate, the addition to the Interconnection Request of a Generating Facility with the same Point of Interconnection indicated in the initial Interconnection Request, if the addition of the Generating Facility does not increase the requested Interconnection Service level. System Operator must evaluate such modifications prior to deeming them a Material Modification, but only if Interconnection Customer submits them prior to the return of the executed Interconnection Facilities Study Agreement by Interconnection Customer to System Operator. Interconnection Customers requesting that such a modification be evaluated must demonstrate the required Site Control at the time such request is made.

**4.4.4** Upon receipt of Interconnection Customer's request for modification that does not constitute a Material Modification and therefore is permitted under this Section 4.4 of this SGIP, the System Operator

in consultation with the Interconnecting Transmission Owner and in consultation with any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall commence and perform any necessary additional studies as soon as practicable, but in no event shall the System Operator, Interconnecting Transmission Owner, or Affected Party or Internal Affected Party commence such studies later than thirty (30) Calendar Days after receiving notice of Interconnection Customer's request. Any additional studies resulting from such modification shall be done at Interconnection Customer's cost.- Any such request for modification of the Interconnection Request must be accompanied by any resulting updates to the models described in Attachment A to the Appendix 1 of this SGIP.

**4.4.5** Extensions of less than three (3) cumulative years in the Commercial Operation Date, In-Service Date or Initial Synchronization Date of the Small Generating Facility to which the Interconnection Request relates are not material and should be handled through construction sequencing, provided that the extension(s) do not exceed seven (7) years from the date the Interconnection Request was received by the System Operator. For purposes of this section, the Commercial Operation Date reflected in the initial Interconnection Request shall be used to calculate the permissible extension prior to Interconnection Customer executing an SGIA or requesting that the SGIA be filed unexecuted. After an SGIA is executed or requested to be filed unexecuted, the Commercial Operation Date reflected in the SGIA shall be used to calculate the permissible extension. Each cumulative extensions may not exceed three years including both extensions requested after execution of the SGIA by Interconnection Customer or the filing of an unexecuted SGIA by System Operator and those requested prior to execution of the SGIA by Interconnection Customer or the filing of an unexecuted SGIA by System Operator.

**4.4.6** Extensions of three (3) or more cumulative years in the Commercial Operation Date, In-Service Date or Initial Synchronization Date of the Small Generating Facility to which the Interconnection Request relates or any extension of a duration that results in the Initial Synchronization Date exceeding the date the Interconnection Request was received by the System Operator by seven (7) or more years is a Material Modification unless Interconnection Customer demonstrates to the System Operator due diligence, including At-Risk Expenditures, in pursuit of permitting, licensing and construction of the Small Generating Facility to meet the Commercial Operation Date, In-Service Date or Initial Synchronization Date provided in the Interconnection Request. Such demonstration shall be based on evidence to be provided by Interconnection Customer of accomplishments in permitting, licensing, and construction in an effort to meet the Commercial Operation Date, In-Service Date or Initial



Synchronization Date provided in this Interconnection Request. Such evidence may include filed documents, records of public hearings, governmental agency findings, documentation of actual construction progress or documentation acceptable to the System Operator showing At-Risk Expenditure made previously, including the previous four (4) months. If the evidence demonstrates that Interconnection Customer did not undertake reasonable efforts to meet the Commercial Operation Date, In-Service Date or Initial Synchronization Date specified in the Interconnection Request, or demonstrates that reasonable efforts were not undertaken until four (4) months prior to the request for extension, the request for extension shall constitute a Material Modification. Interconnection Customer may then withdraw the proposed Material Modification or proceed with a new Interconnection Request for such modification.

## **SECTION 5. PROCEDURES FOR TRANSITION.**

### **5.1 Procedures for Transitioning to the Cluster Study Process**

**5.1.1** Any Interconnection Customer assigned a Queue Position as of thirty (30) Calendar Days after May 14, 2024 (the filing date of this SGIP) shall retain that Queue Position subject to the requirements in Sections 5.1.1.1 and 5.1.1.2 of this SGIP. Any Interconnection Customer that fails to meet these entry requirements shall have its Interconnection Request deemed withdrawn by System Operator pursuant to Section 3.7 of this SGIP without further opportunity to cure. In such case, System Operator shall not assess Interconnection Customer any Withdrawal Penalty.

Any Interconnection Customer that has received a final Interconnection Facilities Study Report before the commencement of the studies under the transition process set forth in this section shall be tendered an SGIA pursuant to Section 11 of this SGIP, and shall not be required to enter this transition process.

System Operator shall not accept Interconnection Requests submitted after the thirty (30) Calendar Day period described in this section until the first Cluster Request Window opens.

**5.1.1.1 Transitional Serial Study.** An Interconnection Customer that has been tendered an Interconnection Facilities Study (Agreement (other than a CFAC Agreement) as of thirty (30) Calendar Days after May 14, 2024 (the filing date of this SGIP) may opt to proceed with an Interconnection Facilities Study or proceed directly to SGIA negotiations. System Operator shall tender each eligible



Interconnection Customer a Transitional Serial Interconnection Facilities Study Agreement, in the form of Appendix 68 to this SGIP, no later than the Commission-approved effective date of this SGIP. System Operator shall proceed with the Interconnection Facilities Study, provided that Interconnection Customer: (1) meets each of the following requirements; and (2) executes the Transitional Serial Interconnection Facilities Study Agreement within sixty (60) Calendar Days of the Commission-approved effective date of this SGIP. If an eligible Interconnection Customer does not meet these requirements, its Interconnection Request shall be deemed withdrawn without further opportunity to cure and without penalty. System Operator must commence the Transitional Serial Interconnection Facilities Study at the conclusion of this sixty (60) Calendar Day period. Transitional Serial Interconnection Facilities Study costs shall be allocated according to the method described in Section 13.3 of this SGIP.

All of the following must be included when an Interconnection Customer returns the Transitional Serial Interconnection Facilities Study Agreement:

(1) A deposit equal to one hundred percent (100%) of the costs identified for Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades in Interconnection Customer's system impact study report. If Interconnection Customer does not withdraw, the deposit shall be trued up to actual costs once they are known and applied to future construction costs described in Interconnection Customer's eventual SGIA. Any amounts in excess of the actual construction costs shall be returned to Interconnection Customer within thirty (30) Calendar Days of the issuance of a final invoice for construction costs, in accordance with Article 6.1 of the pro forma SGIA. If Interconnection Customer withdraws or otherwise does not reach Commercial Operation, System Operator shall refund the remaining deposit after the final invoice for study costs and Transitional Withdrawal Penalty is settled. The deposit shall be in the form of an irrevocable letter of credit, or cash where cash deposits shall be treated according to Section 3.7 of this SGIP.

(2) Exclusive Site Control for 100% of the proposed Generating Facility.

(3) A study deposit in the amount of the greater of \$100,000 (for new NR Interconnection Service or CNR Interconnection Service requests), \$50,000 (for Interconnection Requests for which Interconnection Studies for NR Interconnection Service have been completed but have not achieved CNR Interconnection Service or for Interconnection Requests seeking to change from

existing NR Interconnection Service to CNR Interconnection Service or changes from existing NR Interconnection Service to CNR Interconnection Service) or estimated study costs

Interconnecting Transmission Owner or System Operator shall conduct each Transitional Serial Interconnection Facilities Study and issue the associated Transitional Serial Interconnection Facilities Study Report within one hundred fifty (150) Calendar Days of the Commission-approved effective date of this SGIP.

After System Operator issues each Transitional Interconnection Facilities Study Report, Interconnection Customer shall proceed pursuant to Section 11 of this SGIP. If Interconnection Customer withdraws its Interconnection Request or if Interconnection Customer's Generating Facility otherwise does not reach Commercial Operation, a Withdrawal Penalty shall be imposed on Interconnection Customer equal to nine (9) times Interconnection Customer's total study cost incurred since entering the System Operator's interconnection queue (including the cost of studies conducted under Section 5 of this SGIP).

#### **5.1.1.2 Transitional Cluster Study**

An Interconnection Customer with an assigned Queue Position as of thirty (30) Calendar Days after May 14, 2024 (the filing date of this SGIP) may opt to proceed with a Transitional Cluster Study. System Operator shall tender each eligible Interconnection Customer a Transitional Cluster Study Agreement, in the form of Appendix 57 to this SGIP, no later than the Commission-approved effective date of this SGIP. System Operator shall proceed with the Transitional Cluster Study that includes each Interconnection Customer that: (1) meets each of the following requirements listed as (1) – (4) in this section; and (2) executes the Transitional Cluster Study Agreement within sixty (60) Calendar Days of the Commission-approved effective date of this SGIP. All Interconnection Requests that enter the Transitional Cluster Study shall be considered to have an equal Queue Position that is lower than Interconnection Customer(s) proceeding with Transitional Serial Interconnection Facilities Study. If an eligible Interconnection Customer does not meet these requirements, its Interconnection Request shall be deemed withdrawn without penalty and with no further opportunity to cure. System Operator must commence the Transitional Cluster Study at the conclusion of this sixty (60) Calendar Day period. All identified Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrade costs shall be allocated in the manner described in Schedule 11 to the OATT according to Section 4.2.1 of this SGIP. Transitional Cluster Study costs shall be allocated according to the method described in Section 13.3 of this SGIP. Interconnection Customers for which the System Operator projects to complete the system

impact studies between May 14, 2024 and August 30, 2024, shall be tendered a Transitional Cluster Study Agreement, in the form of Appendix 57 to this SGIP, no later than the Commission-approved effective date of this SGIP. However, if Interconnection Customer accepts the results of its system impact study on or before July 1-August 30, 2024, the System Operator shall not include the Interconnection Request in the Transitional Cluster Study and instead tender a Small Generator Interconnection Agreement pursuant to Section 11 of this SGIP, and refund any deposits associated with participation in the Transitional Cluster Study.

Notwithstanding any other provision, an Interconnection Customer with a valid Queue Position prior to June 13, 2024 that includes a Commercial Operation Date earlier than ~~March 31~~ April 28, 2028, may make a one-time extension to its requested Commercial Operation Date upon entry into the Transitional Cluster Study, where any such extension shall not result in a Commercial Operation Date later than April 28, 2028.

All of the following must be included when an Interconnection Customer returns the Transitional Cluster Study Agreement:

- (1) A selection of either Network Resource Interconnection Service or Capacity Network Resource Interconnection Service. Upon making this selection, an Interconnection Customer requesting CNR Interconnection Service may request that System Operator reduce the Interconnection Request from CNR Interconnection Service to NR Interconnection Service if the System Operator identifies thermal violations in the analysis associated with CNR Interconnection Service testing conditions that are not identified in the analysis associated with the NR Interconnection Service testing conditions for the Interconnection Request. System Operator will notify Interconnection Customer that its Interconnection Request has been reduced to NR Interconnection Service, and list the thermal violations identified in the analysis associated with CNR Interconnection Service testing conditions in the Cluster Study Report.
- (2) A deposit of five hundred thousand (\$500,000) for Interconnection Requests seeking NR Interconnection Service or CNR Interconnection Service, and two hundred-fifty thousand (\$250,000) for Interconnection Requests for which Interconnection Studies for NR Interconnection Service have been completed but have not achieved CNR Interconnection Service or for Interconnection Requests seeking to change from existing NR Interconnection

Service to CNR Interconnection Service. The deposit shall be, in the form of an irrevocable letter of credit, or cash where cash deposits shall be treated according to Section 3.7 of this SGIP. If Interconnection Customer does not withdraw, the deposit shall be reconciled with and applied towards future construction costs described in the SGIA. Any amounts in excess of the actual construction costs shall be returned to Interconnection Customer within thirty (30) Calendar Days of the issuance of a final invoice for construction costs, in accordance with Article 6.1 of the pro forma SGIA. If Interconnection Customer withdraws or otherwise does not reach Commercial Operation, System Operator must refund the remaining deposit once the final invoice for study costs and Transitional Withdrawal Penalty is settled.

(3) Exclusive Site Control for 100% of the proposed Generating Facility.

(4) A study deposit in the amount of one-hundred thousand (\$100,000) for Interconnection Requests seeking NR Interconnection Service or CNR Interconnection Service, and fifty-thousand (\$50,000) for Interconnection Requests for which Interconnection Studies for NR Interconnection Service have been completed but have not achieved CNR Interconnection Service or for Interconnection Requests seeking to change from existing NR Interconnection Service to CNR Interconnection Service-Any unused balance of the study deposit associated with the Interconnection Request shall be applied toward the study deposit associated with the Transitional Cluster Study Agreement.

(5) All technical data required under Appendix 1, Attachment A and Attachment A-1 (if applicable) of this SGIP to the extent Interconnection Customer has not already provided such data.

System Operator shall conduct the Transitional Cluster Study and issue both an associated interim Transitional Cluster Study Report and an associated final Transitional Cluster Study Report. The Study Case for the Transitional Cluster Study shall include any CETU and associated system upgrades identified in a final CRPS Report prior to the opening of the Transitional Cluster Study, provided that System Operator receives Interconnection Requests that require such CETU. Consistent with the NC Interconnection Standard, the evaluation will include conditions where the projects proposed in the Interconnection Requests that are included in the CSIS are not dispatched against each other if they do not share a system constraint that would provide the basis for a redispatch condition. The CETU shall remain configured consistent with the megawatt quantity(ies) specified in the final CRPS report. In the event that

all CETU-eligible Interconnection Requests withdraw from the Transitional Cluster Study, the CETU shall be removed from the Study Case. An Internal ETU can be considered, and included in the Transitional Cluster Study, in place of a CETU, or portion thereof, if all of Interconnection Customers with Interconnection Requests included in the cluster that the ISO has determined need to use the Internal ETU have indicated by the end of the deadline to submit the Transitional Cluster Study Agreement that they have a contractual commitment in place providing for Interconnection Customers to fund and the right to use the Internal ETU.

The interim Transitional Cluster Study Report shall provide the following information:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- identification of any thermal overload or voltage limit violations resulting from the interconnection;
- identification of Contingent Facilities
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and
- Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades that are expected to be required as a result of the Interconnection Request(s) and a non-binding, good faith estimate of cost responsibility and a non-binding, good faith estimated time to construct.

In addition to the information provided in the interim Transitional Cluster Study Report, the final Transitional Cluster Study Report shall provide a description of, estimated cost of, and schedule for construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades required to interconnect the Generating Facility to the Administered Transmission System that resolve issues identified in the interim Transitional Cluster Study Report.

The interim and final Transitional Cluster Study Reports shall be issued within three hundred (300) and three hundred sixty (360) Calendar Days of the Commission-approved effective date of this SGIP, respectively, and shall be posted on System Operator's OASIS consistent with the posting of other study results pursuant to Section 3.5.1 of this SGIP. Interconnection Customer shall have thirty (30) Calendar Days to comment on the interim Transitional Cluster Study Report, once it has been received.

After System Operator issues the final Transitional Cluster Study Report, Interconnection Customer shall proceed pursuant to Section 11 of this SGIP. If Interconnection Customer withdraws its Interconnection Request or if Interconnection Customer's Generating Facility otherwise does not reach Commercial Operation, a Transitional Withdrawal Penalty will be imposed on Interconnection Customer equal to nine (9) times Interconnection Customer's total study cost incurred since entering the System Operator's interconnection queue (including the cost of studies conducted under Section 5 of this SGIP).

#### **5.1.1.3 Transitional CNR Group Study.**

In accordance with Section III.13.1.1.2.3A, System Operator shall conduct a Transitional CNR Group Study following the effective date of this SGIP. An Interconnection Customer with an assigned Queue Position as of May 1, 2024 may participate in the Transitional CNR Group Study, and consistent with Section II.48 of the Tariff, achieve CNR Interconnection Service. Any Interconnection Customer seeking to establish CNR Interconnection Service through this study must (1) have a valid Interconnection Request seeking CNR Interconnection Service, (2) submit a New Capacity Show of Interest Form to participate in the interim reconfiguration auction qualification process, (3) have not secured a Capacity Supply Obligation prior to September 4, 2024, (4) have a completed System Impact Study or Interconnection Agreement establishing NR Interconnection Service on or before July 1, 2024, and 5) have a Commercial Operation Date prior to June 1, 2028.

System Operator shall conduct the study by performing an overlapping impacts analysis in the manner used for CNR Group Studies conducted prior to the effective date of this SGIP and as described in ISO Section III.13.1.1.2.3A and the ISO New England Planning Procedures. The Transitional CNR Group Study shall assure that Interconnection Customer's Small Generating Facility can be interconnected in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resources and Elective Transmission Upgrades with CNI Interconnection Service, in accordance with the CC Interconnection Standard and as detailed in the ISO New England Planning Procedures.

Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service submitted to the System Operator pursuant to Schedules 22, 23, or 25 of Section II of the Tariff and interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates pursuant to the applicable state tariff, rules or procedures that have obtained Proposed Plan Application approval from the System Operator pursuant to Section I.3.9 of the Tariff shall be included in the Transitional CNR Group Study in order of submission/approval (the dates of submission shall be used for

Interconnection Requests submitted to the System Operator and the dates of Proposed Plan Application approval shall be used for interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates). Interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates that have not yet received the System Operator's approval for their Proposed Plan Applications under Section I.3.9 of the Tariff at the commencement of the Transitional CNR Group Study shall be included in the Transitional CNR Group Study after all Interconnection Requests submitted to the System Operator pursuant to Schedules 22, 23, or 25 of Section II of the Tariff and all interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates pursuant to the applicable state tariff, rules or procedures that have obtained Proposed Plan Application approval from the System Operator pursuant to Section I.3.9 of the Tariff have been included in the Transitional CNR Group Study in order of submission to the Interconnecting Transmission Owners or their distribution company affiliates.

Where an Interconnection Customer with a CNR or CNI Interconnection Service Interconnection Request submits a Show of Interest Form to participate in the Transitional CNR Group Study, and identifies in that Show of Interest Form that one or more Elective Transmission Upgrade Interconnection Request(s) for an Internal ETU (with a completed Interconnection System Impact Study), that is not already included in the network model pursuant to Section III.12 of the Tariff supports its deliverability, the CNR or CNI Interconnection Request will be included in the Transitional CNR Group Study at the lowest of the CNR or CNI Interconnection Request's or its associated Elective Transmission Upgrade Interconnection Request(s) for the Internal ETU's Queue Position. Where multiple Interconnection Customers' CNR or CNI Interconnection Service Interconnection Requests are associated with the same lower Queue Position for an Elective Transmission Upgrade Interconnection Request for an Internal ETU in the CNR Group Study, the CNR Interconnection Request's Queue Position will be used as the tie breaker to dictate the relative order in which the CNR Interconnection Service Interconnection Request will be included in the CNR Group Study.

Any Interconnection Customer seeking to participate in the Transitional CNR Group Study that receives a qualification determination notification under Section III.13.1.1.2.8 of the Tariff, must provide, a Commercial Readiness Deposit of one million dollars (\$1,000,000) in the form of an irrevocable letter of credit, cash, or a combination thereof prior to the opening of the window to elect critical path schedule monitoring. Such deposit shall be refunded to Interconnection Customer: (a) upon the Generating Facility achieving Commercial Operation. If Interconnection Customer does not achieve Commercial Operation,



System Operator shall refund the deposit to Interconnection Customer in accordance with Section 3.7 of this SGIP.

## **5.2 Grandfathering.**

**5.2.1** An Interconnection Customer's Generating Facility that is interconnected pursuant to an Interconnection Agreement executed or submitted to the Commission for approval prior to February 1, 2009, will maintain its status as a Network Resource with Network Resource Interconnection Service eligible to participate in the New England Markets, in accordance with the requirements of Market Rule 1, Section III of the Tariff, up to the megawatt amount specified in the Interconnection Agreement, subject to Interconnection Customer satisfying all requirements set forth in the Interconnection Agreement and this SGIP or the predecessor rules under the SGIP. If the Generating Facility does not meet the criteria set forth in Section 5.2.3 of this SGIP, Interconnection Customer will be eligible to make a one-time election, pursuant to Section 5.1.3, for Capacity Network Resource treatment without submitting a new Interconnection Request; however, Interconnection Customer will be required to comply with the requirements for CNR Interconnection Service set forth in Section 3.2.1. Upon completion of the requirements to obtain CNR Interconnection Service, Interconnection Customer's Interconnection Agreement shall be amended to conform to the SGIA in Appendix 116 of this SGIP.

**5.2.2** An Interconnection Customer's Generating Facility governed by an Interconnection Agreement either executed or filed with the Commission in unexecuted form prior to August 1, 2008, shall maintain the Queue Position assigned as of August 1, 2008, and be eligible to participate in the New England Markets, in accordance with the requirements in Market Rule 1, Section III of the Tariff, as in effect as of August 1, 2008, so long as Interconnection Customer complies with all of the requirements specified in the Interconnection Agreement, including achieving the milestones associated with At-Risk Expenditures, subject to Section 4.4 of this SGIP.

**5.2.3** All resources that are treated as Existing Generating Capacity Resources in the fourth Forward Capacity Auction pursuant to Section III.13 of the Tariff shall receive treatment as a CNR and obtain CNR Interconnection Service, in accordance with this SGIP, up to the CNR Capability of the resource. The grandfathered CNR Capability for these resources shall be equal to the megawatt amount established pursuant to the following hierarchy:



(a) First, the megawatt amount specified in an Interconnection Agreement (whether executed or filed in unexecuted form with the Commission).

(b) Second, in the absence of an Interconnection Agreement with a specified megawatt amount, the megawatt amount specified in an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision).

(c) Third, in the absence of an Interconnection Agreement and an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) with a specified megawatt amount, as determined by the System Operator based on documented historic capability of the Generating Facility.

Where a resource has both an Interconnection Agreement and an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision), the lower megawatt amount will govern until the resource completes the applicable process(es) under the Tariff for obtaining the higher megawatt amount. The absence of an Interconnection Agreement or an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) specifying a megawatt amount shall be confirmed by an affidavit executed by a corporate officer of the resource attesting that the resource does not have an Interconnection Agreement and/or an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) that specifies a megawatt amount.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) specifies a megawatt amount at an ambient temperature consistent with the definition of CNR Capability, the grandfathered CNR Capability shall be equal to that amount.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) does not specify an ambient temperature, the megawatt amount will be deemed to be at the value consistent with the definition of CNR Capability.

Where the implementation of this Section 5.2.3 results in a CNR Capability that is different than previously had been identified, the revised CNR Capability will be applied commencing with the next Forward Capacity Auction qualification process (after the revised CNR Capability value is identified), which is initiated by the closing deadline of the Show of Interest Submission Window in accordance with

Section III.13 of the Tariff. The revised CNR Capability will continue to govern until the resource completes the applicable process(es) for obtaining the higher megawatt amount.

**5.2.4** All resources that are treated as Existing Generating Capacity Resources in the fourth Forward Capacity Auction pursuant to Section III.13 of the Tariff shall receive treatment as a NR and obtain NR Interconnection Service, in accordance with this SGIP, up to the NR Capability of the resource. The grandfathered NR Capability shall be determined pursuant to the hierarchy set forth in Section 5.2.3.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) of a resource for which a temperature-adjustment curve is used for the claimed capability verification, as set forth in the ISO New England Manuals, specifies a megawatt amount at an ambient temperature, the grandfathered NR Capability shall be equal to a temperature-adjusted value consistent with the definition of NR Capability.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) does not specify an ambient temperature, the megawatt amount will be deemed to be at the value consistent with the definition of NR Capability.

### **5.3 New System Operator or Interconnecting Transmission Owner.**

If the System Operator transfers operational control of the New England Transmission System to a successor System Operator during the period when an Interconnection Request is pending, the System Operator shall transfer to the successor System Operator any amount of the deposit or payment with interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by this SGIP shall be paid by or refunded to Interconnection Customer, as appropriate. The System Operator shall coordinate with the successor System Operator to complete any Interconnection Study, as appropriate, that the System Operator has begun but has not completed.

If the Interconnecting Transmission Owner transfers ownership of its transmission facilities to a successor transmission owner during the period when an Interconnection Request is pending, and System Operator in conjunction with Interconnecting Transmission Owner has tendered a draft SGIA to Interconnection Customer but Interconnection Customer has not either executed the SGIA or requested the filing of an

unexecuted SGIA with the Commission, unless otherwise provided, Interconnection Customer must complete negotiations with the successor transmission owner.

## **SECTION 6. INTERCONNECTION INFORMATION ACCESS.**

### **6.1 Publicly Posted Interconnection Information.**

System Operator shall maintain and make publicly available: (1) an interactive visual representation of the estimated incremental injection capacity (in megawatts) available at each point of interconnection on the Administered Transmission System under N-1 conditions, and (2) a table of metrics concerning the estimated impact of a potential Generating Facility on the Administered Transmission System based on a user-specified addition of a particular number of megawatts at a particular voltage level at a particular point of interconnection. At a minimum, for each transmission facility impacted by the user-specified megawatt addition, the following information will be provided in the table: (1) the distribution factor; (2) the megawatt impact (based on the megawatt values of the proposed Generating Facility and the distribution factor); (3) the percentage impact on each impacted transmission facility (based on the megawatt values of the proposed Generating Facility and the facility rating); (4) the percentage of power flow on each impacted transmission facility before the injection of the proposed project; (5) the percentage power flow on each impacted transmission facility after the injection of the proposed Generating Facility. These metrics must be calculated based on the power flow model of the Administered Transmission System with the transfer simulated from each point of interconnection to the whole Administered Transmission System footprint (to approximate Capacity Network Resource Interconnection Service), and with the incremental capacity at each point of interconnection decremented by the existing and queued Generating Facilities (based on the existing or requested interconnection service limit of the generation). These metrics must be updated within thirty (30) Calendar Days after the completion of each Cluster Study and Cluster Restudy. This information must be publicly posted, without a password or a fee. The website will define all underlying assumptions, including the name of the most recent Cluster Study or Restudy used in the Base Case.

For Interconnection Requests that were identified for inclusion in a CRPS performed under Section 15 of Attachment K, Section II of the Tariff, prior to the effective date of this SGIP, the deposit also shall be applied toward the costs incurred by the Interconnecting Transmission Owner in developing the cost estimates in support of the CRPS. Any difference between the study deposit and the actual cost of the

Interconnection Feasibility Study or the actual costs incurred by the Interconnecting Transmission Owner in developing the costs estimates in support of the CRPS shall be paid by or refunded to Interconnection Customer, except as otherwise provided in Section 13.3.

## **6.2 Pre-Application for Small Generators**

6.2.1 The System Operator shall designate an employee or office from which information on the application process and on an Affected System can be obtained through informal requests from Interconnection Customer presenting a proposed project for a specific site. The names, telephone numbers, and e-mail addresses of the System Operator's contact employees or offices shall be made available on the System Operator's public web site. Electric system information provided to Interconnection Customer should include relevant system studies, interconnection studies, and other materials useful to an understanding of an interconnection at a particular point on the Administered Transmission System, to the extent such provision does not violate confidentiality provisions of prior agreements or critical infrastructure requirements. The System Operator shall comply with reasonable requests for such information.

6.2.2 In addition to the information described in Section 6.2.1, which may be provided in response to an informal request, an Interconnection Customer may submit a formal written request form to the System Operator along with a non-refundable fee of \$500 for a pre-application report on a proposed project at a specific site. Within two (2) Business Days of receiving the pre-application report request form, the System Operator shall provide a copy of the pre-application request form to the Interconnecting Transmission Owner. The System Operator in conjunction with the Interconnecting Transmission Owner shall provide the pre-application data described in Section 6.2.3 to Interconnection Customer within twenty (20) Business Days of receipt of the completed request form and payment of the \$500 fee. The pre-application report produced by the System Operator in conjunction with the Interconnecting Transmission Owner is non-binding, does not confer any rights, and Interconnection Customer must still successfully apply to interconnect to the Administered Transmission System. The written pre-application report request form shall include the information in Sections 6.2.2.1 through 6.2.2.8 below to clearly and sufficiently identify the location of the proposed Point of Interconnection.

6.2.2.1 Project contact information, including name, address, phone number, and email address.

6.2.2.2 Project location (street address with nearby cross streets and town)

6.2.2.3 Meter number, pole number, or other equivalent information identifying proposed Point of Interconnection, if available.

6.2.2.4 Generator Type (e.g., solar, wind, combined heat and power, etc.)

6.2.2.5 Size (alternating current kW)

6.2.2.6 Single or three phase generator configuration

6.2.2.7 Stand-alone generator (no onsite load, not including station service – Yes or No?)

6.2.2.8 Is new service requested? Yes or No? If there is existing service, include the customer account number, site minimum and maximum current or proposed electric loads in kW (if available) and specify if the load is expected to change.

6.2.3 Using the information provided in the pre-application report request form in Section 6.2.2., the System Operator in conjunction with the Interconnecting Transmission Owner will identify the substation/area bus, bank or circuit likely to serve the proposed Point of Interconnection. The selection by the System Operator in conjunction with the Interconnecting Transmission Owner does not necessarily indicate, after application of the screens and/or study, that this would be the circuit the project ultimately connects to. Interconnection Customer must request additional pre-application reports if information about multiple Points of Interconnection is requested. If the pre-application report request form seeks information about a Point of Interconnection that is on a distribution facility, Interconnection Customer shall follow the applicable state tariff, rules or procedures regarding generator interconnections. Subject to Section 6.2.4, the pre-application report will include the following information:

6.2.3.1 Total capacity (in MW) of substation/area bus, bank or circuit based on normal or operating ratings likely to serve the proposed Point of Interconnection.

6.2.3.2 Existing aggregate generation capacity (in MW) interconnected to a substation/area bus, bank or circuit (i.e., amount of generation online) likely to serve the proposed Point of Interconnection.

6.2.3.3 Aggregate queued generation capacity (in MW) for a substation/area bus, bank or circuit (i.e., amount of generation in the queue) likely to serve the proposed Point of Interconnection.

6.2.3.4 Available capacity (in MW) of substation/area bus or bank and circuit likely to serve the proposed Point of Interconnection (i.e., total capacity less the sum of existing aggregate generation capacity and aggregate queued generation capacity).

6.2.3.5 Substation nominal distribution voltage and/or transmission nominal voltage if applicable.

6.2.3.6 Nominal distribution circuit voltage at the proposed Point of Interconnection.

6.2.3.7 Approximate circuit distance between the proposed Point of Interconnection and the substation.

6.2.3.8 Relevant line section(s) actual or estimated peak load and minimum load data, including daytime minimum load and absolute minimum load, when available.

6.2.3.9 Number and rating of protective devices and number and type (standard, bi-directional) of voltage regulating devices between the proposed Point of Interconnection and the substation/area. Identify whether the substation has a load tap changer.

6.2.3.10 Number of phases available at the proposed Point of Interconnection. If a single phase, distance from the three-phase circuit.

6.2.3.11 Limiting conductor ratings from the proposed Point of Interconnection to the distribution substation.

6.2.3.12 Whether the Point of Interconnection is located on a spot network, grid network, or radial supply.

6.2.3.13 Based on the proposed Point of Interconnection, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints, or secondary networks.

6.2.4 The pre-application report need only include existing data. A pre-application report request does not obligate the System Operator or the Interconnecting Transmission Owner to conduct a study or other analysis of the proposed generator in the event that data is not readily available. If the System Operator in conjunction with the Interconnecting Transmission Owner cannot complete all or some of a pre-application report due to lack of available data, the System Operator in conjunction with the Interconnecting Transmission Owner shall provide Interconnection Customer with a pre-application report that includes the data that is available. The provision of information on “available capacity” pursuant to Section 6.2.3.4 does not imply that an interconnection up to this level may be completed without impacts since there are many variables studied as part of the interconnection review process, and data provided in the pre-application report may become outdated at the time of the submission of the complete Interconnection Request. Notwithstanding any of the provisions of this section, the System Operator in conjunction with the Interconnecting Transmission Owner shall, in good faith, include data in the pre-application report that represents the best available information at the time of reporting.

## **SECTION 7. CLUSTER STUDY.**

### **7.1 Cluster Study Agreement.**

No later than five (5) Business Days after the close of a Cluster Request Window, System Operator and Interconnecting Transmission Owner shall tender to each Interconnection Customer that submitted a valid Interconnection Request a Cluster Study Agreement in the form of Appendix 2 of this SGIP. The Cluster Study Agreement shall require Interconnection Customer to compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Cluster Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the SGIA, pursuant to Section 13.3 of this SGIP. The specifications, assumptions, or other provisions in the appendices of the Cluster Study Agreement provided pursuant to Section 7.1 of this SGIP shall be subject to change by System Operator and Interconnecting Transmission Owner following the conclusion of the Scoping Meeting.

### **7.2 Execution of the Cluster Study Agreement.**

Interconnection Customer shall execute the Cluster Study Agreement and deliver the executed Cluster Study Agreement to the System Operator no later than the close of the Customer Engagement Window.

In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to Interconnection Customer an invoice for the estimated costs of the Cluster Study that are expected to be incurred by the System Operator and/or the Interconnecting Transmission Owner for the Cluster Study, including the study agreement and its attachment(s) and the SGIA. Interconnecting Transmission Owner shall provide System Operator on a monthly basis, and in the form and format specified by the System Operator, invoices for the work conducted on the Cluster Study each month and shall include in such invoices all employee hours and third party consultant hours, including subcontractor hours, expended toward the Interconnection System Impact Study. Costs of Cluster Studies shall be allocated to all Interconnection Customers on a 50% per capita, and 50% per MW basis. Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposit until settlement of the final invoice with Interconnection Customer and the Interconnecting Transmission Owner.

If at any time during the Cluster Study, including during the Customer Engagement Window, System Operator determines that Interconnection Customer is required to provide additional technical data, or that the data provided is incomplete or contains errors, including during the Customer Engagement Window

that Interconnection Customer is required to provide additional technical data, or that the data provided is incomplete or contains errors, System Operator shall notify Interconnection Customer and Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Cluster Study Agreement or required deposits. Failure to provide all required information within this period will result in automatic withdrawal of Interconnection Request from queue without the cure period provided under Section 3.7 of this SGIP).

### **7.3 Scope of Cluster Study.**

The Cluster Study shall evaluate the impact of the proposed interconnection on the reliability and operation of the New England Transmission System. The Cluster Study will consider the Base Case as well as all generating facilities and Elective Transmission Upgrades (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued interconnection) that, on the date the Cluster Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected Systems or Internal Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the New England Transmission System and may have an impact on the Interconnection Request; and (iv) have no Queue Position but have executed an Interconnection Agreement or requested that an unexecuted Interconnection Agreement be filed with the Commission (the “Study Case” for the Cluster Study). The Study Case shall also include any CETU and associated system upgrades identified in a final CRPS report prior to the opening of the Cluster Request Window, provided that System Operator receives Interconnection Requests that require such CETU. Consistent with the NC Interconnection Standard, the evaluation will include conditions where the projects proposed in the Interconnection Requests that are included in the CSIS are not dispatched against each other if they do not share a system constraint that would provide the basis for a redispatch condition. The CETU shall remain configured consistent with the megawatt quantity(ies) specified in the final CRPS report. In the event that all CETU-eligible Interconnection Requests withdraw from a Cluster Study, the CETU shall be removed from the Study Case. An Internal ETU can be considered, and included in the Cluster Study, in place of a CETU, or portion thereof, if all of Interconnection Customers with Interconnection Requests included in the cluster that the ISO has determined need to use the Internal ETU have indicated by the end of the Customer Engagement Window that they have a contractual commitment in place providing for Interconnection Customers to fund and the right to use the Internal ETU.



For purposes of determining necessary Interconnection Facilities and Network Upgrades, the Cluster Study shall consider the level of Interconnection Service requested by Interconnection Customers in the Cluster. However, the Cluster Study shall consider the full Generating Facility capability to ensure the acceptability of the proposed control technology to restrict the facility's output and the safety and reliability of the system.

The Cluster Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, such as electromagnetic transient analysis, including thermal analysis and voltage analysis, a system protection analysis and any other analyses that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner, the results of which are documented in a single Cluster Study Report, as applicable. Interconnecting Transmission Owner(s) and Internal Affected Systems (if applicable) shall provide to System Operator, within thirty (30) days of a request, and for purposes of inclusion in the Cluster Study Report, non-binding good faith estimates of cost responsibility for required upgrades, and a non-binding good faith estimated times to construct such upgrades.

At the conclusion of the Cluster Study, System Operator and Interconnecting Transmission Owner shall issue a Cluster Study Report. The Cluster Study Report will state the assumptions upon which it is based, state the results of the analyses, and provide the requirements or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The Cluster Study report will provide (i) a list of Interconnection Facilities and Network Upgrades that are required to reliably interconnect the Generating Facilities in that Cluster Study and a non-binding good faith estimate of cost responsibility; (ii) a non-binding good faith estimated time to construct; (iii) a protection assessment to determine the required protection upgrades; and may provide (iv) an evaluation of the siting of the Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environment work. The Cluster Report shall identify each Interconnection Customer's estimated allocated costs for Interconnection Facilities and Network Upgrades pursuant to the method described in Schedule 11, Section II of the Tariff. System Operator shall hold an open stakeholder meeting pursuant to Section 7.4 of this SGIP.

For purposes of determining necessary Interconnection Facilities and Network Upgrades, the Cluster Study shall study Generating Facilities that include at least one electric storage resource, when studying

the charging mode of the electric storage resource(s), using net shoulder system load as defined in the ISO New England Planning Procedures. These requests for Interconnection Service also may be subject to other studies at the full Generating Facility Capacity to ensure safety and reliability of the system, with the study costs borne by Interconnection Customer.

The Cluster Study shall evaluate the use of static synchronous compensators, static VAR compensators, advanced power flow control devices, transmission switching, synchronous condensers, voltage source converters, advanced conductors, and tower lifting. System Operator shall evaluate each identified alternative transmission technology and determine, in the manner described in the ISO New England Planning Procedures, whether the above technologies should be used, consistent with Good Utility Practice-, Applicable Reliability Standards, and Applicable Laws and Regulations. System Operator shall include an explanation of the results of the System Operator's evaluation for each technology in the Cluster Study Report.

The Cluster Study Report will provide a list of facilities that are required as a result of the Interconnection Requests within the Cluster and a non-binding good faith estimate of cost responsibility and a non-binding good faith estimated time to construct.

#### **7.4 Cluster Study Procedures.**

The System Operator shall coordinate the Cluster Study with the Interconnecting Transmission Owner, and with any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, that is affected by the Interconnection Request pursuant to Section 3.6 of this SGIP. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the Cluster Study. Interconnection Requests for a Cluster Study may be submitted only within the Cluster Request Window and System Operator and Interconnecting Transmission Owner shall initiate the Cluster Study process pursuant to Section 7 of this SGIP.

The System Operator and Interconnecting Transmission Owner shall complete the Cluster Study within two hundred and seventy (270) Calendar Days of the close of the Customer Engagement Window. Within ten (10) Business Days of simultaneously issuing a Cluster Study Report to each Interconnection Customer within the Cluster and posting such report on OASIS, the System Operator shall convene a Cluster Study Report Meeting.

At the request of Interconnection Customer or at any time the System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Cluster Study, the System Operator shall notify Interconnection Customer as to the schedule status of the Cluster Study. If the System Operator and Interconnecting Transmission Owner are unable to complete the Cluster Study within the time period, the System Operator shall notify Interconnection Customers and provide an estimated start date if the study has not commenced and completion date with an explanation of the reasons why additional time is required. In such circumstances, upon request, the System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customers all supporting documentation, workpapers and relevant Study Case power flow, short circuit and stability databases that have been developed for the Cluster Study to any third party consultant retained by Interconnection Customers. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to Interconnection Customers.

#### **7.5 Cluster Study Restudies.**

(1) Within twenty (20) Calendar Days after the Cluster Study Report Meeting, Interconnection Customer must provide the following:

- (a) Demonstration of continued Site Control pursuant to Section 3.4.2(iii) of this SGIP; and
- (b) An additional deposit that brings the total Commercial Readiness Deposit submitted to System Operator five percent (5%) of Interconnection Customer's Network Upgrade cost assignment identified in the Cluster Study, in the form of an irrevocable letter of credit, a surety bond, or cash where cash deposits shall be treated according to Section 3.7 of this SGIP. System Operator shall refund the deposit to Interconnection Customer upon withdrawal in accordance with Section 3.7 of this SGIP.

Interconnection Customer shall promptly inform System Operator of any material change to Interconnection Customer's demonstration of Site Control under Section 3.4.2(iii) of this SGIP. Upon System Operator determining that Interconnection Customer no longer satisfies the Site Control

requirement, System Operator shall notify Interconnection Customer. Within ten (10) Business Days of such notification, Interconnection Customer must demonstrate compliance with the applicable requirement subject to System Operator's approval, not to be unreasonably withheld. Absent such demonstration, System Operator shall deem the subject Interconnection Request withdrawn pursuant to Section 3.7 of this SGIP (without the cure period provided under Section 3.7 of this SGIP).

At the same time that Interconnection Customer submits the information required under this Section 7.5(1)(a) and (b), an Interconnection Customer may also request a decrease in the size of the Small Generating Facility, provided that the Cluster Study identified that the Small Generating Facility proposed in Interconnection Customer's Interconnection Request does not share any Network Upgrades with a Generating Facility or Elective Transmission Upgrade proposed in a separate Interconnection Request. If System Operator determines that a Cluster Restudy is required under this Section 7.5 of this SGIP, within ten (10) Business Days of that determination Interconnection Customer shall provide all required updated modeling and data associated with the requested decrease in the size of the Small Generating Facility for use in the Cluster Restudy. If the System Operator determines that a Cluster Restudy is not required, Interconnection Customer's request to decrease the size of the Small Generating Facility shall constitute a Material Modification pursuant to Section 4 of this SGIP.

(2) If no Interconnection Customer withdraws from the Cluster after completion of the Cluster Study or Cluster Restudy or is deemed withdrawn pursuant to Section 3.7 of this SGIP after completion of the Cluster Study or Cluster Restudy, System Operator shall notify Interconnection Customers in the Cluster that a Cluster Restudy is not required.

(3) If one or more Interconnection Customers withdraw from the Cluster or are deemed withdrawn pursuant to Section 3.7 of this SGIP, [System Operator and Interconnecting Transmission Owner] shall determine if a Cluster Restudy is necessary within thirty (30) Calendar Days after the Cluster Study Report Meeting. If [System Operator and Interconnecting Transmission Owner] determine a Cluster Restudy is not necessary, System Operator shall notify Interconnection Customers in the Cluster that a Cluster Restudy is not required and System Operator shall provide an updated Cluster Study Report within thirty (30) Calendar Days of such determination.

(4) If one or more Interconnection Customers withdraws from the Cluster or is deemed withdrawn pursuant to Section 3.7 of this SGIP, and [System Operator and Interconnecting Transmission Owner] determine a Cluster Restudy is necessary as a result, System Operator shall notify Interconnection Customers in the Cluster and post on OASIS that a Cluster Restudy is required within thirty (30) Calendar Days after the Cluster Study Report Meeting. System Operator and Interconnecting Transmission Owner shall continue with such restudies until System Operator and Interconnecting Transmission Owner determine that no further restudies are required. If an Interconnection Customer withdraws or is deemed withdrawn pursuant to Section 3.7 of this SGIP during the Interconnection Facilities Study, or after other Interconnection Customers in the same Cluster have executed SGIA's, or requested that unexecuted SGIA's be filed, and System Operator and Interconnecting Transmission Owner determines a Cluster Restudy is necessary, the Cluster shall be restudied. If a Cluster Restudy is required due to a higher queued project withdrawing from the queue, or a modification of a higher or equally queued project subject to Section 4.4 of this SGIP, System Operator shall so notify affected Interconnection Customers in writing. Except as provided in Section 3.7 of this SGIP in the case of withdrawing Interconnection Customers, any cost of Restudy shall be borne by Interconnection Customers being restudied.

(5) The scope of any Cluster Restudy shall be consistent with the scope of an initial Cluster Study pursuant to Section 7.3 of this SGIP. System Operator and Interconnecting Transmission Owner shall complete the Cluster Restudy within ninety (90) Calendar Days of the System Operator informing Interconnection Customers in the cluster that restudy is needed. The results of the Cluster Restudy shall be combined into a single report (Cluster Restudy Report). System Operator shall hold a meeting with Interconnection Customers in the Cluster, Interconnecting Transmission Owners, and any Affected Party or Internal Affected party as deemed appropriate by the System Operator (Cluster Restudy Report Meeting) within ten (10) Business Days of simultaneously furnishing the Cluster Restudy Report to each Interconnection Customer in the Cluster Restudy and publishing the Cluster Restudy Report on OASIS.

If additional restudies are required, Interconnection Customer and System Operator and Interconnecting Transmission Owner shall follow the procedures of this Section 7.5 of this SGIP until such time that System Operator and Interconnecting Transmission Owner determine that no further restudies are required. System Operator shall notify each Interconnection Customer within the Cluster when no further restudies are required.

Within twenty (20) Calendar Days following the Cluster Study Results Meeting, or Cluster Restudy Results Meeting (as appropriate) study results meeting, Interconnection Customer shall provide to the System Operator written notice that it will either pursue the Interconnection Facilities Study or waive the Interconnection Facilities Study and elect an expedited interconnection. Notwithstanding the foregoing sentence, the option to waive the Interconnection Facilities Study is not available for Interconnection Customers that share responsibility for the same Network Upgrades identified in a Cluster Study or Cluster Restudy unless each Interconnection Customers agrees in writing to waiver the Interconnection Facilities Study. In a case where Interconnection Customers share responsibility for the same Network Upgrades identified in a Cluster Study or Cluster Restudy and do not agree to waive the Interconnection Facilities Study, such study shall be performed at a level of +/- 20 percent. Once Interconnection Customer notifies the System Operator of its election, such election is not subject to change. If Interconnection Customer elects to pursue the Facilities Study it must proceed with the study. If Interconnection Customer waives the Facilities Study, it shall commit to the following milestones in the SGIA: (i) Siting approval for the Generating Facility and Interconnection Facilities; (ii) Engineering of Interconnection Facilities approved by Interconnecting Transmission Owner; (iii) Ordering of long lead time material for Interconnection Facilities and system upgrades; (iv) Initial Synchronization Date; and (v) Commercial Operation Date.

#### **7.76 Operational Readiness.**

The System Operator shall, as close to Interconnection Customer's actual Synchronization Date as reasonably possible, ensure that operational analysis, including current stability analyses, power flow analyses, and any other analyses deemed necessary by the System Operator, are performed, and that procedures are developed or updated to address the operation of the New England Transmission System with the addition of Interconnection Customer's Generating Facility. The operational analysis will also include tests of system performance with selected facilities out of service. Such studies shall be performed at the expense of Interconnection Customer.

The System Operator is not obligated to perform the operational analyses described in this Section 7.7 if, in the exercise of reasonable discretion, the System Operator in consultation with Interconnecting Transmission Owner determines that interconnection of Interconnection Customer's Generating Facility to the Administered Transmission System is remote and speculative.

Commissioning tests of Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards. The System Operator and the Interconnecting Transmission Owner must be given at least five (5) Business Days written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning tests.

## **SECTION 8. INTERCONNECTION FACILITIES STUDY.**

### **8.1 Interconnection Facilities Study Agreement.**

Except as otherwise provided in Section 4.2.4 and 7.5 of this SGIP, Interconnection Customer may waive the Interconnection Facilities Study and instead elect expedited interconnection, which means that Interconnection Customer may enter into E&P Agreements under Section 13.7 if it had not already done so, and shall enter into an SGIA in accordance with the requirements specified in Section 11.

If Interconnection Customer waives the Interconnection Facilities Study, Interconnection Customer, subject to the specific terms of the E&P Agreements, assumes all risks and shall pay all costs associated with equipment, engineering, procurement and construction work covered by the Cluster Study as described in Section 8.2 below.

Within five (5) Business Days following System Operator notifying each Interconnection Customer within the Cluster that no further Cluster Restudy is required (per Section 7.5 of this LGIP), the System Operator shall provide to Interconnection Customer an Interconnection Facilities Study Agreement in the form of Appendix 34 to this SGIP.

Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Interconnection Facilities Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the SGIA. Within five (5) Business Days following the Cluster Report Meeting or Cluster Restudy Report Meeting if applicable, the System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer a non-binding good faith estimate of the cost for completing the Interconnection Facilities Study in accordance with requirements specified in Section 8.3 of this SGIP. Interconnection Customer shall execute the Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to the System Operator within thirty (30) Calendar Days after its receipt, together with:

(1) any required technical data;

(2) demonstration of one-hundred percent (100%) Site Control or demonstration of a regulatory limitation and applicable deposit in lieu of Site Control provided to the System Operator in accordance with Section 3.4.2 of this SGIP;

(3) an additional deposit that brings the total Commercial Readiness Deposit submitted to the System Operator to ten percent (10%) of Interconnection Customer's Network Upgrade cost assignment identified in the Cluster Study or Cluster Restudy, if applicable, in the form of an irrevocable letter of credit, a surety bond, or cash where cash deposits shall be treated according to Section 3.7 of this SGIP. In the case of a CETU-enabled Interconnection Request such deposit shall be made in cash.

System Operator/Interconnecting Transmission Owner shall refund the Commercial Readiness Deposit to Interconnection Customer upon withdrawal in accordance with Section 3.7 of this SGIP.

In accordance with Section 8.3, Interconnection Customer shall specify in Attachment A to the Interconnection Facilities Study Agreement whether it wants no more than a +/- 20 percent or a +/- 10 percent good faith cost estimate contained in the report. The deposit for the study shall be either: (i) the greater of twenty-five percent of the estimated cost of the study or \$100,000;

Any difference between the study deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to Interconnection Customer an invoice for the cost of the Interconnection Facilities Studies that will be, or have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the Interconnection Facilities Study, the study agreement and its attachment(s) and the SGIA.

Interconnecting Transmission Owner shall provide System Operator on a monthly basis, and in the form and format specified by the System Operator, invoices for the work conducted on the Interconnection Facilities Study each month and shall include in such invoices all employee hours and third party consultant hours, including subcontractor hours, expended toward the Interconnection Facilities Study.

For a CFAC that began before May 31, 2024, costs that are associated with an individual Interconnection Request assessed within the CFAC will be charged directly to that Interconnection Customer. CFAC costs that are associated with the CFAC as a whole will be divided equally, on a per-project basis, among



Interconnection Customers in the cluster. The System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposit until settlement of the final invoice with Interconnection Customer and the Interconnecting Transmission Owner.

## **8.2 Scope of Interconnection Facilities Study.**

The Interconnection Facilities Study shall be specific to each Interconnection Request and performed on an individual, i.e., non-clustered basis. The Interconnection Facilities Study shall specify and provide a non-binding estimate of the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Cluster Study Report (and any associated restudies) in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facilities to the Administered Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The Interconnection Facilities Study shall also identify any potential control technology for (1) requests for Interconnection Service at a level that is lower than the nameplate capability of the facility, and/or (2) or for Generating Facilities that include at least one electric storage resource, where study of the charging mode of the electric storage resource(s), was done using net shoulder system load as defined in the ISO New England Planning Procedures. The scope and cost of the Interconnection Facilities Study shall include completion of any engineering work limited to what is reasonably required to (i) estimate such aforementioned cost to the accuracy specified by Interconnection Customer pursuant to Section 8.3, (ii) identify, configurations of required facilities and (iii) identify time requirements for construction and installation of required facilities.

## **8.3 Interconnection Facilities Study Procedures.**

The System Operator shall coordinate the Interconnection Facilities Study with Interconnecting Transmission Owner, and any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements.

pursuant to Section 3.6 of this SGIP. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. The System Operator and Interconnecting Transmission Owner shall complete the study and the System Operator shall issue a draft Interconnection Facilities Study report to Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, within the following number of days after receipt of an executed Interconnection Facilities Study Agreement: ninety (90) Calendar Days, with no more than a +/- twenty percent (20%) good faith cost estimate contained in the report; or one hundred eighty (180) Calendar Days, if Interconnection Customer requests a +/- ten percent (10%) good faith cost estimate. Such cost estimates either individually or in the aggregate will be provided in the final study report.

At the request of Interconnection Customer or at any time the System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Facilities Study, System Operator shall notify Interconnection Customer, and any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, as to the schedule status of the Interconnection Facilities Study. If the System Operator is unable to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study Report within the time required, the System Operator shall notify Interconnection Customer, Interconnecting Transmission Owner and any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and provide an estimated completion date and an explanation of the reasons why additional time is required.

Interconnection Customer and appropriate Affected Parties or Internal Affected Parties may, within thirty (30) Calendar Days after receipt of the draft Interconnection Facilities Study Report, provide written comments to the System Operator and Interconnecting Transmission Owner, which the System Operator shall include in the final Interconnection Facilities Study Report. The System Operator shall issue the final Interconnection Facilities Study Report within fifteen (15) Business Days of receiving Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. The System Operator may reasonably extend such fifteen-day period upon notice to Interconnection Customer if Interconnection Customer's comments require the System Operator or Interconnecting Transmission Owner to perform additional analyses or make other significant

modifications prior to the issuance of the final Interconnection Facilities Report. Upon request, the System Operator and Interconnecting Transmission Owner shall provide Interconnection Customer and any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, or any third party consultant retained by Interconnection Customer supporting documentation, with workpapers, and databases or data developed in the preparation of the Interconnection Facilities Study. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 of this SGIP and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to Interconnection Customer.

#### **8.4 Meeting with Parties.**

Within ten (10) Business Days of providing a draft Interconnection Facilities Study Report to Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Facilities Study.

#### **8.5 Restudy.**

If Restudy of the Interconnection Facilities Study is required due to (i) a higher or equally queued project withdrawing from the queue, (ii) a modification of a higher or equally queued project subject to Section 4.4 of this SGIP, or (iv) a modification to a transmission project included in the Base Case, the System Operator shall notify Interconnection Customer and Interconnecting Transmission Owner in writing. Each Restudy shall be conducted serially based on the Queue Position of each Interconnection Customer, and each Restudy shall take no longer than sixty (60) Calendar Days from the date of notice. Except as provided in Section 3.7 of this SGIP in the case of withdrawing Interconnection Customer, any cost of Restudy shall be borne by Interconnection Customer being restudied. If the original Interconnection Facilities Study is complete and the final invoice has been issued, the Restudy shall be performed under a new Interconnection Facilities Study Agreement.

### **Section 9 Affected System Study.**

## **9.1 Applicability.**

This Section 9 outlines the duties of System Operator and Interconnecting Transmission Owner when they receive notification that an Affected System Interconnection Customer's proposed interconnection to its host transmission provider may impact the New England Transmission System.

## **9.2 Response to Notifications**

### **9.2.1 Response to Initial Notification**

When System Operator receives initial notification either following the Cluster Study or a Cluster Restudy notification that an Affected System Interconnection Customer's proposed interconnection to its host transmission provider may impact the New England Transmission System, System Operator must respond in writing within twenty (20) Business Days whether it intends to conduct an Affected System Study.

By fifteen (15) Business Days after the System Operator responds with its affirmative intent to conduct an Affected System Study, System Operator shall share with Affected System Interconnection Customer(s) and the Affected System Interconnection Customer's host transmission provider a non-binding good faith estimate of the cost and the schedule to complete the Affected System Study.

### **9.2.2 Response to Notification of Cluster Restudy.**

Within five (5) Business Days of receipt of notification of Cluster Restudy System Operator will send written notification to Affected System Interconnection Customer(s) involved in the Cluster Restudy and the host transmission provider that System Operator intends to delay a planned or in-progress Affected System Study until after completion of the Cluster Restudy. If System Operator decides to delay the Affected System Study, it is not required to meet its obligations under Section 9 of this SGIP until the time that it receives notification from the host transmission provider that the Cluster Restudy is complete. If System Operator decides to move forward with its Affected System Study

despite the Cluster Restudy, then it must meet all requirements under Section 9 of this SGIP.

### **9.3 Affected System Queue Position.**

System Operator must assign an Affected System Queue Position to Affected System Interconnection Customer(s) that require(s) an Affected System Study. Such Affected System Queue Position shall be assigned based upon the date of execution of the Affected System Study Agreement. Relative to the System Operator's Interconnection Customers, this Affected System Queue Position shall be higher-queued than any Cluster that has not yet received its Cluster Study Report and shall be lower-queued than any Cluster that has already received its Cluster Study Report. Consistent with Section 9.7 of this SGIP, System Operator and Interconnecting Transmission Owner shall study the Affected System Interconnection Customer(s) via Clustering, and all Affected System Interconnection Customers studied in the same Cluster under Section 9.7 of this SGIP shall be equally queued. For Affected System Interconnection Customers that are equally queued, the Affected System Queue Position shall have no bearing on the assignment of Affected System Network Upgrades identified in the applicable Affected System Study. The costs of the Affected System Network Upgrades shall be allocated among the Affected System Interconnection Customers in accordance with Section 9.9 of this SGIP.

### **9.4 Affected System Study Agreement/Multiparty Affected System Study Agreement.**

Unless otherwise agreed, System Operator shall provide to Affected System Interconnection Customer(s) an Affected System Study Agreement/Multiparty Affected System Study Agreement, in the form of Appendix 79 or Appendix 84 to this SGIP, as applicable, within ten (10) Business Days of System Operator sharing the schedule for the Affected System Study per Section 9.2.1 of this SGIP.

Upon Affected System Interconnection Customer(s)' receipt of the Affected System Study Report, Affected System Interconnection Customer(s) shall compensate System Operator and Interconnecting Transmission Owner for the actual cost of the Affected System Study. Any difference between the study deposit and the actual cost of the Affected System Study shall be paid by or refunded to the Affected System Interconnection Customer(s). Any invoices for the Affected System Study shall include a detailed and itemized accounting of the cost of the study. Affected System Interconnection Customer(s)

shall pay any excess costs beyond the already-paid Affected System Study deposit or be reimbursed for any costs collected over the actual cost of the Affected System Study within thirty (30) Calendar Days of receipt of an invoice thereof. If Affected System Interconnection Customer(s) fail to pay such undisputed costs within the time allotted, it shall lose its Affected System Queue Position. System Operator shall notify Affected System Interconnection Customer's host transmission provider of such failure to pay.

#### **9.5 Execution of Affected System Study Agreement/Multiparty Affected System Study Agreement.**

Affected System Interconnection Customer(s) shall execute the Affected System Study Agreement/Multiparty Affected System Study Agreement, deliver the executed Affected System Study Agreement/Multiparty Affected System Study Agreement to System Operator, and provide the Affected System Study deposit within ten (10) Business Days of receipt. If System Operator notifies Affected System Interconnection Customer(s) that it will delay the Affected System Study pursuant to Section 9.2.2 of this SGIP, Affected System Interconnection Customer(s) are neither required to execute and return the previously tendered Affected System Study/Multiparty Affected System Study Agreement nor provide the Affected System Study deposit for the previously tendered Affected System Study/Multiparty Affected System Study Agreement.

If Affected System Interconnection Customer does not provide all required technical data when it delivers the Affected System Study Agreement/Multiparty Affected System Study Agreement, System Operator shall notify the deficient Affected System Interconnection Customer, as well as the host transmission provider with which Affected System Interconnection Customer seeks to interconnect, of the technical data deficiency within five (5) Business Days of the receipt of the executed Affected System Study Agreement/Multiparty Affected System Study Agreement and the deficient Affected System Interconnection Customer shall cure the technical deficiency within ten (10) Business Days of receipt of the notice: provided, however, that such deficiency does not include failure to deliver the executed Affected System Study Agreement/Multiparty Affected System Study Agreement or deposit for the Affected System Study Agreement/Multiparty Affected System Study Agreement. If Affected System Interconnection Customer does not cure the technical data deficiency within the cure period or fails to execute the Affected System Study Agreement/Multiparty Affected System Study Agreement or provide the deposit, the Affected System Interconnection Customer shall lose its Affected System Queue Position.

#### **9.6 Scope of Affected System Study.**

The Affected System Study shall evaluate the impact that any Affected System Interconnection Customer's proposed interconnection to another transmission provider's transmission system will have on the reliability of the New England Transmission System. The Affected System Study shall consider the Base Case as well as all Generating Facilities (and with respect to (iii) below, any identified Affected System Network Upgrades associated with such higher-queued Interconnection Request) that, on the date the Affected System Study is commenced: (i) are directly interconnected the New England Transmission System; (ii) are directly interconnected to another transmission provider's transmission system and may have an impact on Affected System Interconnection Customer's interconnection request; (iii) have a pending higher-queued Interconnection Request to interconnect to Transmission Provider's Transmission System; and (iv) have no queue position but have executed an SGIA or requested that an unexecuted SGIA be filed with FERC. System Operator and Interconnecting Transmission Owner has no obligation to study impacts of Affected System Interconnection Customers of which it is not notified.

The Affected System Study shall consist of a power flow, stability, and short circuit analysis. The Affected System Study Report will: state the assumptions upon which it is based; state the results of the analyses; and provide the potential impediments to Affected System Interconnection Customer's receipt if interconnection service on its host transmission provider's transmission system, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. For purposes of determining necessary Affected System Network Upgrades, the Affected System Study shall consider the level of interconnection service requested in megawatts by Affected System Interconnection Customer, unless otherwise required to study the full generating facility capacity due to safety or reliability concerns. The Affected System Study shall provide a list of facilities that are required as a result of Affected System Interconnection Customer's proposed interconnection to another transmission provider's system, a non-binding good faith estimate of cost responsibility, and a non-binding good faith estimated time to construct. The Affected System Study may consist of a system impact study, a facilities study, or some combination thereof.

#### **9.7 Affected System Study Procedures.**

System Operator shall use Clustering in conducting the Affected System Study and shall use existing studies to the extent practicable, when multiple Affected System Interconnection Customers that are part of a single Cluster may cause the need for Affected System Network Upgrades. System Operator and Interconnecting Transmission Owner shall complete the Affected System Study and provide the Affected System Study Report to Affected System Interconnection Customer(s) and the host transmission provider

with whom interconnection has been requested within one hundred fifty (150) Calendar Days after the receipt of the Affected System Study Agreement and deposit.

At the request of Affected System Interconnection Customer, System Operator and Interconnecting Transmission Owner shall notify Affected System Interconnection Customer as to the status of the Affected System Study. If System Operator and Interconnecting Transmission Owner are unable to complete the Affected System Study within the requisite time period, it shall notify Affected System Interconnection Customer(s), as well as the transmission provider with which Affected System Interconnection Customer seeks to interconnect, and shall provide an estimated completion date with an explanation of the reasons why additional time is required. If System Operator and Interconnecting Transmission Owner do not meet the deadlines in this section, System Operator and Interconnecting Transmission Owner shall be subject to the financial penalties as described in Section 3.9 of this SGIP. Upon request, System Operator shall provide Affected System Interconnection Customer(s) with all supporting documentation, workpapers and relevant power flow, short circuit and stability databases for the Affected System Study, subject to confidentiality arrangements consistent with Section 13.1 of this SGIP.

System Operator and Interconnecting Transmission Owner must study an Affected System Interconnection Customer using the Energy Resource Interconnection Service modeling standard used for Interconnection Requests on the New England Transmission System, regardless of the level of interconnection service that Affected System Interconnection Customer is seeking from the host transmission provider with whom it seeks to interconnect.

### **9.8 Results Meeting.**

Within ten (10) Business Days of providing the Affected System Study Report to Affected System Interconnection Customer(s), System Operator, Interconnecting Transmission Owner and Affected System Interconnection Customer(s) shall meet to discuss the results of the Affected System Study.

### **9.9 Affected System Cost Allocation.**

System Operator shall allocate Affected System Network Upgrade costs identified during the Affected System Study to Affected System Interconnection Customer(s) using a proportional impact method, consistent with Schedule 11 of the OATT.



#### **9.10 Tender of Affected Systems Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement.**

System Operator shall tender to Affected System Interconnection Customer(s) an Affected System Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement, as applicable, in the form of Appendix 944 or 102 to this SGIP, within thirty (30) Calendar Days of providing the Affected System Study Report. Within ten (10) Business Days of the receipt of the Affected System Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement, the Affected System Interconnection Customer(s) must execute the agreement or request the agreement to be filed unexecuted with FERC. System Operator shall execute the agreement or file the agreement unexecuted within five (5) Business Days after receiving direction from Affected System Interconnection Customer(s). Affected System Interconnection Customer's failure to execute the Affected System Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement, or failure to request the agreement to be filed unexecuted with FERC, shall result in the loss of its Affected System Queue Position.

#### **9.11 Restudy.**

If restudy of the Affected System Study is required, System Operator shall notify Affected System Interconnection Customer(s) in writing within thirty (30) Calendar Days of discovery of the need for restudy. Such restudy shall take no longer than sixty (60) Calendar Days from the date of notice. Any cost of restudy shall be borne by the Affected System Interconnection Customer(s) being restudied.

### **SECTION 10. OPTIONAL INTERCONNECTION STUDY.**

#### **10.1 Optional Interconnection Study Agreement.**

On or after the date when Interconnection Customer receives Cluster Study Report and no later than five (5) Business Days after the study results meeting to review the report, Interconnection Customer may request in writing, and the System Operator in coordination with the Interconnecting Transmission Owner shall perform, an Optional Interconnection Study. The request shall describe the assumptions that Interconnection Customer wishes the System Operator to study within the scope described in Section 10.2 of this SGIP. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, the System Operator shall provide to the Interconnecting Transmission Owner and Interconnection Customer an Optional Interconnection Study Agreement in the form of Appendix 4.

The Optional Interconnection Study Agreement shall: (i) specify the technical data that Interconnection Customer must provide for each phase of the Optional Interconnection Study, (ii) specify Interconnection Customer's assumptions as to which Interconnection Requests with earlier queue priority dates will be excluded from the Optional Interconnection Study case, and (iii) specify the System Operator's and Interconnecting Transmission Owner's estimate of the cost of the Optional Interconnection Study. To the extent known by the System Operator, such estimate shall include any costs expected to be incurred by any Affected System or Internal Affected System whose participation is necessary to complete the Optional Interconnection Study. The Optional Interconnection Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Optional Interconnection Study, including the cost of developing the study agreement and its attachment(s). Notwithstanding the above, the System Operator and Interconnecting Transmission Owner shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request.

Interconnection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the required technical data and the refundable deposit for the Optional Interconnection Study to the System Operator. The deposit for the study shall be 100 percent of the estimated cost of the study. Any difference between the study deposit and the actual cost of the Optional Interconnection Study shall be paid by or refunded to Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to Interconnection Customer an invoice for the costs of the Optional Interconnection Study that have been, or will be incurred by the System Operator and/or the Interconnecting Transmission Owner for the Optional Interconnection Study and the study agreement and its attachments(s). Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposits until settlement of the final invoice with Interconnection Customer and the Interconnecting Transmission Owner.

## **10.2 Scope of Optional Interconnection Study.**

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by Interconnection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify the Interconnecting Transmission Owner's Interconnection

Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the results of the Optional Interconnection Study. The System Operator shall use Reasonable Efforts to coordinate the study with any Affected Systems and Internal Affected Systems that may be affected by the types of Interconnection Services that are being studied. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

The Optional Interconnection Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, including thermal analysis and voltage analysis, a system protection analysis, and any other analyses that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner.

### **10.3 Optional Interconnection Study Procedures.**

The executed Optional Interconnection Study Agreement, the prepayment, and technical and other data called for therein must be provided to the System Operator and Interconnecting Transmission Owner within ten (10) Business Days of Interconnection Customer receipt of the Optional Interconnection Study Agreement. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Optional Interconnection Study within a mutually agreed-upon time period specified within the Optional Interconnection Study Agreement. If the System Operator and Interconnecting Transmission Owner are unable to complete the Optional Interconnection Study within such time period, the System Operator shall notify Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. In such circumstances, upon request, the System Operator and Interconnecting Transmission Owner shall provide Interconnection Customer supporting documentation and workpapers and databases or data developed in the preparation of the Optional Interconnection Study to any third party consultant retained by Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 of this SGIP and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/disclosure requirements, such information may be provided directly to Interconnection Customer.

### **10.4 Meeting with Parties.**

Within ten (10) Business Days of providing an Optional Interconnection Study report to Interconnection Customer, System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Optional Interconnection Study.

#### **10.5 Interconnection Agreement Developed Based on Optional Interconnection Study.**

If the SGIA for a Small Generating Facility is based on the results of an Optional Interconnection Study, the SGIA shall reflect the conditions studied and any obligations that may involve: (i) additional studies if such conditions change, (ii) operational limits, or (iii) financial support for transmission upgrades.

### **SECTION 11. STANDARD SMALL GENERATOR INTERCONNECTION AGREEMENT (SGIA).**

#### **11.1 Tender.**

Interconnection Customer shall tender comments or provide notice, in writing, to the System Operator and Interconnecting Transmission Owner that Interconnection Customer has no comments on the draft Interconnection Facilities Study Report, within thirty (30) Calendar Days of receipt of the report. Except as provided in the E&P Agreement or any mutual agreement by the entities that would be Parties to the SGIA, the System Operator shall initiate the development of the SGIA process within fifteen (15) Calendar Days after the comments are submitted or waived, or within fifteen (15) Calendar Days of notifying System Operator that it will waive the Interconnection Facilities Study, by tendering to Interconnection Customer a draft SGIA, together with draft appendices completed by the System Operator, in conjunction with the Interconnecting Transmission Owner to the extent practicable. The draft SGIA shall be in the form of the System Operator's Commission-approved standard form SGIA, which is in Appendix 116 to Schedule 23. Interconnection Customer shall return Interconnection Customer specific information required to complete the form of SGIA, including the appendices, in Appendix 116 of Schedule 23 that Interconnection Customer is willing to execute within thirty (30) Calendar Days after receipt of the draft from the System Operator, unless (1) the sixty (60) Calendar Day negotiation period under Section 11.2 of this SGIP has commenced, or (2) SGIA execution, or filing

unexecuted, has been delayed to await the Affected System Study Report pursuant to Section 11.2.1 of this SGIP.

## **11.2 Negotiation.**

Notwithstanding Section 11.1 of this SGIP, at the request of Interconnection Customer, the System Operator and Interconnecting Transmission Owner shall begin negotiations with Interconnection Customer concerning the appendices to the SGIA at any time after Interconnection Customer executes the Interconnection Facilities Study Agreement or after the Cluster Study and/or Cluster Restudy is complete if Interconnection Customer intends to waive the Interconnection Facilities Study. In the event that Interconnection Customer waives the Interconnection Facilities Study and proceeds directly from the Cluster Study or Cluster Restudy to SGIA negotiation, Interconnection Customer shall an additional deposit that brings the total Commercial Readiness Deposit submitted to the System Operator to ten percent (10%), as required by Section 8.1 of this SGIP, within thirty (30) Calendar Days of the Cluster Study Report Meeting or Cluster Restudy Report meeting (as applicable). The System Operator, Interconnection Customer, and Interconnecting Transmission Owner shall negotiate concerning any disputed provisions of the appendices to the draft SGIA for not more than sixty (60) Calendar Days after tender by the System Operator of the draft SGIA pursuant to Section 11 of this SGIP. If Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the draft SGIA pursuant to Section 11.1 of this SGIP and request submission of the unexecuted SGIA with the Commission or initiate Dispute Resolution procedures pursuant to Section 13.5 of this SGIP. If Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to request either the filing of the unexecuted SGIA or initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if Interconnection Customer has not executed the SGIA, requested filing of an unexecuted SGIA, or initiated Dispute Resolution procedures pursuant to Section 13.5 of this SGIP within sixty (60) Calendar Days of tender of by the System Operator of the draft SGIA pursuant to Section 11.1, it shall be deemed to have withdrawn its Interconnection Request. The System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer a final SGIA within fifteen (15) Business Days after the mutually agreed completion of the negotiation process.

### **11.2.1 Delay in SGIA Execution, or Filing Unexecuted, to Await Affected System Study Report.**

If Interconnection Customer has not received its Affected System Study Report from the Affected System Operator prior to the date that it would be required to execute its SGIA (or request that its SGIA be filed unexecuted) pursuant to Section 11.1 of this SGIP, System Operator shall, upon request of Interconnection Customer, extend this deadline to thirty (30) Calendar Days after Interconnection Customer's receipt of the Affected System Study Report. If Interconnection Customer, after delaying SGIA execution, or requesting unexecuted filing, to await Affected System Study Report, decides to proceed to SGIA execution, or request unexecuted filing, without those results, it may notify System Operator of its intent to proceed with SGIA execution (or request that its SGIA be filed unexecuted) pursuant to Section 11.1 of this SGIP. If System Operator determines that further delay to the SGIA execution date would cause a material impact on the cost or timing of an equal- or lower-queued interconnection customer, System Operator must notify Interconnection Customer of such impacts and set the deadline to execute the SGIA (or request that the SGIA be filed unexecuted) to thirty (30) Calendar Days after such notice is provided.

### **11.3 Evidence to be Provided by Interconnection Customer; Execution and Filing of SGIA.**

#### **11.3.1 Evidence to be Provided by Interconnection Customer.**

**11.3.1.1 Site Control and SGIA Deposit.** Simultaneously with submitting the executed SGIA to the System Operator, or within ten (10) Business Days after Interconnection Customer request that the SGIA be filed unexecuted at the Commission, Interconnection Customer shall provide (A) to the System Operator demonstration of continued Site Control pursuant to Section 8.1(2) of this SGIP; and (B) to the Interconnecting Transmission Owner, in a form acceptable to the Interconnecting Transmission Owner, the SGIA Deposit equal to twenty percent (20%) of Interconnection Customer's estimated Network Upgrade costs identified in the draft SGIA minus the total amount of Commercial Readiness Deposit that Interconnection Customer has provided to the System Operator for its Interconnection Request. Interconnecting Transmission Owner shall use SGIA Deposits as (or as a portion of) Interconnection Customer's security required under Article 6.3 of the SGIA. Interconnection Customer may not request to suspend its SGIA under Section 5.16 of the SGIP until Interconnection Customer has provided (A) to the System Operator and (B) to the Interconnecting Transmission Owner. If Interconnection Customer fails to provide (A) and (B) within the thirty (30) Calendar Days allowed for returning the executed SGIA and appendices under Section 11.1 of this SGIP, or within ten (10) Business Days after Interconnection Customer requests that the System Operator and Interconnecting Transmission Owner file the SGIA

unexecuted at the Commission as allowed in this Section 11.3 of this SGIP, the Interconnection Request will be deemed withdrawn pursuant to Section 3.7 of this SGIP.

**11.3.1.2 Development Milestones.** Simultaneously with submitting the executed SGIA to the System Operator, or within ten (10) Business Days after Interconnection Customer requests that the SGIA be filed unexecuted, Interconnection Customer also shall provide to the System Operator reasonable evidence that one or more of the following milestones in the development of the Small Generating Facility, to be elected by Interconnection Customer, has been achieved (unless such milestone is inapplicable due to the characteristics of the Generating Facility): (i) the execution of a contract for the supply or transportation of fuel to the Small Generating Facility; (ii) the execution of a contract for the supply of cooling water to the Small Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Small Generating Facility; (iv) execution of a contract (or comparable evidence) for the sale of electric energy or capacity from the Small Generating Facility; (v) application for an air, water, or land use permit. At the same time, Interconnection Customer shall commit to a schedule for the payment of upgrades identified in the Interconnection Studies or an E&P Agreement

Within fifteen (15) Business Days after receipt of the final SGIA, an Interconnection Customer with an Interconnection Request studied using the CSIS and CFAC processes where such studies were triggered prior to the effective date of this SGIP that provided the additional CETU Participation Deposit in accordance with Section 4.2.4.4 shall provide to the Interconnecting Transmission Owner, in cash, a potentially non-refundable deposit of twenty (20) percent of the total costs for the Interconnection Facilities and other upgrades, including any CETUs, identified in the CFAC, unless the Interconnecting Transmission Owner's expenditure schedule for the Interconnection Facilities and other upgrades calls for an initial payment of greater than twenty (20) percent of the total upgrade costs, in which case the scheduled initial payment must instead be made within the fifteenth Business Day after receipt of the final SGIA. If Interconnection Customer does not submit this deposit (or make the initial payment) by the fifteenth Business Day after receipt of the final SGIA, the Interconnection Request shall be automatically withdrawn from the interconnection queue without further opportunity to cure, and ~~the Interconnection Customer~~ Interconnection Customer's initial and additional CETU Participation Deposits shall become non-refundable. The non-refundable initial and additional CETU Participation Deposits shall be re-allocated, according to the cost allocation methodology contained in Schedule 11, to Interconnection Customers with Interconnection Requests included in the cluster at time the facilities proposed in the



Interconnection Requests achieve Commercial Operation. If an Interconnection Request is withdrawn after Interconnection Customer's payment of twenty (20) percent of the total cost responsibility for the upgrades to the Interconnecting Transmission Owner, then the payment shall be used to offset the costs of the CETU. Any unspent payments of the total cost responsibility for the upgrades to the Interconnecting Transmission Owner will be refunded to the respective Interconnection Customers that executed the Interconnection Agreement and provided to the Interconnecting Transmission Owner the twenty (20) percent deposit (or initial payment) if all the associated Interconnection Requests are withdrawn from the interconnection queue and the associated Interconnection Agreements are terminated.

**11.3.2 Execution and Filing of SGIA.** Within fifteen (15) Business Days after receipt of the final SGIA, (i) Interconnection Customer and Interconnecting Transmission Owner shall execute three (3) originals of the tendered SGIA and return them to the System Operator, who will send an original to Interconnecting Transmission Owner and Interconnection Customer; or (ii) Interconnection Customer shall request in writing that the System Operator and the Interconnecting Transmission Owner jointly file with the Commission an SGIA in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either the executed originals of the tendered SGIA (if it does not conform with a Commission-approved standard form of interconnection agreement) or the request to file an unexecuted SGIA, the System Operator and Interconnecting Transmission Owner, in accordance with Section 11.3.3 or Section 11.3.4, as appropriate, shall jointly file the SGIA with the Commission, together with its explanation of any matters as to which the System Operator, Interconnection Customer or Interconnecting Transmission Owner disagree and support for the costs that the Interconnecting Transmission Owner proposes to charge to Interconnection Customer under the SGIA. An unexecuted SGIA should contain terms and conditions deemed appropriate by the System Operator and Interconnecting Transmission Owner for the Interconnection Request. If the Parties agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted SGIA, they may proceed pending Commission action.

With respect to the interconnection of an Interconnection Customer under Schedule 23, the SGIA shall be a three-party agreement among the Interconnecting Transmission Owner, the System Operator and Interconnection Customer. If Interconnecting Transmission Owner, System Operator and Interconnection Customer agree to the terms and conditions of a specific SGIA, or any amendments to such an SGIA, then the System Operator and Interconnecting Transmission Owner shall jointly file the executed SGIA, or amendment thereto, with the Commission under Section 205 of the Federal Power Act. To the extent the



Interconnecting Transmission Owner, System Operator and Interconnection Customer cannot agree to proposed variations from the standard form of SGIA in Appendix 116 or cannot otherwise agree to the terms and conditions of the SGIA for such small generating unit, or any amendments to such an SGIA, then the System Operator and Interconnecting Transmission Owner shall jointly file an unexecuted SGIA, or amendment thereto, with the Commission under Section 205 of the Federal Power Act and shall identify the areas of disagreement in such filing, provided that, in the event of disagreement on terms and conditions of the SGIA related to the costs of upgrades to such Interconnecting Transmission Owner's transmission facilities, the anticipated schedule for the construction of such upgrades, any financial obligations of the Interconnecting Transmission Owner, and any provisions related to physical impacts of the interconnection on the Interconnecting Transmission Owner's transmission facilities or other assets, then the standard applicable under Section 205 of the Federal Power Act shall apply only to the Interconnecting Transmission Owner's position on such terms and conditions.

**11.3.3** The Interconnecting Transmission Owner, acting on its own or jointly with the System Operator, may initiate a filing to amend this SGIP and the standard form of SGIA in Appendix 116-under Section 205 of the Federal Power Act and shall include in such filing the views of System Operator, provided that the standard applicable under Section 205 of the Federal Power Act shall apply only to the Interconnecting Transmission Owner's position on any financial obligations of the Interconnecting Transmission Owner or Interconnection Customer(s), and any provisions related to physical impacts of the interconnection on the Interconnecting Transmission Owner's transmission facilities or other assets.

#### **11.4 Commencement of Interconnection Activities.**

If Interconnection Customer executes the final SGIA, the System Operator, Interconnection Customer and Interconnecting Transmission Owner shall perform their respective obligations in accordance with the terms of the SGIA, subject to modification by the Commission. Upon submission of an unexecuted SGIA, the System Operator, Interconnection Customer and Interconnecting Transmission Owner shall promptly comply with the unexecuted SGIA, subject to modification by the Commission.

### **SECTION 12. CONSTRUCTION OF INTERCONNECTING TRANSMISSION OWNER INTERCONNECTION FACILITIES AND NETWORK UPGRADES.**

#### **12.1 Schedule.**

Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party or Internal Affected Party shall negotiate in good faith concerning a schedule for the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades.

## **12.2 Construction Sequencing.**

**12.2.1 General.** In general, the Initial Synchronization Date of an Interconnection Customer seeking interconnection to the Administered Transmission System will determine the sequence of construction of Network Upgrades.

**12.2.2 Advance Construction of Network Upgrades that are an Obligation of an Entity other than Interconnection Customer.** An Interconnection Customer with an executed or unexecuted, but filed with the Commission, SGIA, in order to maintain its Initial Synchronization Date, may request that the Interconnecting Transmission Owner or appropriate Affected Party advance to the extent necessary the completion of Network Upgrades that: (i) were assumed in the Interconnection Studies for such Interconnection Customer, (ii) are necessary to support such Initial Synchronization Date, and (iii) would otherwise not be completed, pursuant to a contractual obligation of an entity other than Interconnection Customer that is seeking interconnection to the Administered Transmission System, in time to support such Initial Synchronization Date. Upon such request, the Interconnecting Transmission Owner or appropriate Affected Party will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that Interconnection Customer commits to pay the Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party; (i) any associated expediting costs and (ii) the cost of such Network Upgrades.

The Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party will refund to Interconnection Customer both the expediting costs and the cost of Network Upgrades, in accordance with Article 5 of the SGIA. Consequently, the entity with a contractual obligation to construct such Network Upgrades shall be obligated to pay only that portion of the costs of the Network Upgrades that the Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party has not refunded to Interconnection Customer. Payment by that entity with a contractual obligation to construct such Network Upgrades shall be due on the date that it would have been due had there been no request for advance construction. The Interconnecting Transmission Owner or appropriate Affected Party shall forward to Interconnection Customer the amount paid by the entity with a contractual

obligation to construct the Network Upgrades as payment in full for the outstanding balance owed to Interconnection Customer. The Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party then shall refund to that entity the amount that it paid for the Network Upgrades, in accordance with Article 5 of the SGIA.

**12.2.3 Advancing Construction of Network Upgrades that are Part of the Regional System Plan of the System Operator.** An Interconnection Customer with an SGIA, in order to maintain its Initial Synchronization Date, may request that Interconnecting Transmission Owner or appropriate Internal Affected Party advance to the extent necessary the completion of Network Upgrades that: (i) are necessary to support such Initial Synchronization Date and (ii) would otherwise not be completed, pursuant to the Regional System Plan, in time to support such Initial Synchronization Date. Upon such request, the Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that Interconnection Customer commits to pay the Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party any associated expediting costs.

**12.2.4 Amended Cluster Study.** A Cluster Study Report will be amended to determine the facilities necessary to support the requested Initial Synchronization Date. This amended study report will include those transmission and Large Generating Facilities that are expected to be in service on or before the requested Initial Synchronization Date. The SGIA will also be amended to reflect the results of the amended Cluster Study and any changes in obligations, including financial support, of the Parties.

## **SECTION 13. MISCELLANEOUS.**

### **13.1 Confidentiality.**

Confidential Information shall include, without limitation, all information treated as confidential under the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by any of the Parties to the others prior to the execution of an SGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the

Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by any Party, the other Party(ies) shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

**13.1.1 Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the SGIA; or (6) is required, in accordance with Section 13.1.6, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under the SGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Parties that it no longer is confidential.

**13.1.2 Release of Confidential Information.** A Party shall not release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Section 13.1 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 13.1.

**13.1.3 Rights.** Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party(ies). The disclosure by each Party to the other Party(ies) of Confidential Information shall not be deemed a waiver by any Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

**13.1.4 No Warranties.** By providing Confidential Information, a Party does not make any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, a Party does not obligate itself to provide any particular information or Confidential Information to the other Party(ies) nor to enter into any further agreements or proceed with any other relationship or joint venture.

**13.1.5 Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party(ies) under these procedures or its regulatory requirements.

**13.1.6 Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party(ies) with prompt notice of such request(s) or requirement(s) so that the other Party(ies) may seek an appropriate protective order or waive compliance with the terms of the SGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

**13.1.7 Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's(ies') Breach of its obligations under this Section 13.1. Each Party accordingly agrees that the other Party(ies) shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Section 13.1, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Section 13.1, but shall be in addition to all other remedies available at law or in equity.

The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 13.1.

**13.1.8 Disclosure to the Commission, its Staff, or a State.** Notwithstanding anything in this Section 13.1 to the contrary, and pursuant to 18 CFR section 1b.20, if the Commission or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to the SGIP, the Party shall provide the requested information to the Commission or its staff, within the time provided for in the request for information. In providing the information to the Commission or its staff, the Party must, consistent with 18 CFR section 388.112, request that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Party(ies) to the SGIA when it is notified by the Commission or its staff that a request to release Confidential Information has been received by the Commission, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner, consistent with applicable state rules, regulations and Section 13.1.

**13.1.9** Subject to the exception in Section 13.1.8 of this SGIP, any information that a Party claims is competitively sensitive, commercial or financial information (“Confidential Information”) shall not be disclosed by the other Party(ies) to any person not employed or retained by the other Party(ies), except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party(ies), such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this SGIP or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a subregional, regional or national reliability organization or planning group. The Party asserting confidentiality shall notify the other Party(ies) in writing of the information it claims is confidential. Prior to any disclosures of the other Party’s(ies’) Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party(ies) in

writing and agrees to assert confidentiality and cooperate with the other Party(ies) in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

**13.1.10** This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a Breach of this provision).

**13.1.11** The System Operator and Interconnecting Transmission Owner shall, at Interconnection Customer's election, destroy, in a confidential manner, or return the Confidential Information provided at the time when Confidential Information is no longer needed.

### **13.2 Delegation of Responsibility.**

The System Operator and Interconnecting Transmission Owner, or any Affected Party or Internal Affected Party may use the services of subcontractors as it deems appropriate to perform its obligations under this SGIP. The Party using the services of a subcontractor shall remain primarily liable to Interconnection Customer for the performance of such subcontractors and compliance with its obligations of this SGIP. The subcontractor shall keep all information provided confidential and shall use such information solely for the performance of such obligation for which it was provided and no other purpose.

### **13.3 Obligation for Study Costs.**

In the event an Interconnection Customer withdraws its Interconnection Request prior to the commencement of the Cluster Study, Interconnection Customer must pay System Operator and Interconnecting Transmission Owner the actual costs of processing its Interconnection Request. In the event an Interconnection Customer withdraws after the commencement of the Cluster Study, the System Operator and the Interconnecting Transmission Owner shall charge, and Interconnection Customer shall pay, the actual costs of the Interconnection Studies.

Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein, to Interconnection Customers or offset against the cost of any future Interconnection Studies associated with the applicable Cluster prior to beginning of any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. Interconnection Customers shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice

therefore. If an Interconnection Customer fails to pay such undisputed costs within the time allotted, its Interconnection Request shall be deemed withdrawn from the Cluster Study Process and will be subject to Withdrawal Penalties pursuant to Section 3.7 of this SGIP.

#### **13.4 Third Parties Conducting Studies.**

If (i) at the time of the signing of an Interconnection Study Agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) Interconnection Customer receives notice pursuant to Sections 6.3, 7.4 or 8.3 of this SGIP that the System Operator or Interconnecting Transmission Owner will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) Interconnection Customer receives neither the Interconnection Study nor a notice under Sections 6.3, 7.4 or 8.3 of this SGIP within the applicable timeframe for such Interconnection Study, then Interconnection Customer may request, which request will not be unreasonably denied, that the System Operator and Interconnecting Transmission Owner utilize a third party consultant reasonably acceptable to the System Operator, Interconnection Customer, Interconnecting Transmission Owner and any appropriate Affected Party or Internal Affected Party, to perform such Interconnection Study under the direction of the System Operator or Interconnecting Transmission Owner as applicable. At other times, System Operator or Interconnecting Transmission Owner may also utilize a third party consultant to perform such Interconnection Study, either in response to a general request of Interconnection Customer, or on its own volition.

In all cases, use of a third party consultant shall be in accord with Article 13.15 of the SGIA (Subcontractors) and limited to situations where the System Operator or Interconnecting Transmission Owner determines that doing so will help maintain or accelerate the study process for Interconnection Customer's pending Interconnection Request and not interfere with the System Operator and Interconnecting Transmission Owner's progress on Interconnection Studies for other pending Interconnection Requests. In cases where Interconnection Customer requests use of a third party consultant to perform such Interconnection Study, Interconnection Customer, System Operator and Interconnecting Transmission Owner shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements and the estimated study completion date and study review deadline. The System Operator and Interconnecting Transmission Owner shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as soon as practicable upon Interconnection Customer's request subject to the confidentiality provision in Section 13.1 of this SGIP and the ISO New England Information Policy, as



well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. In any case, such third party contract may be entered into with the System Operator, Interconnection Customer, or Interconnecting Transmission Owner at the System Operator and Interconnecting Transmission Owner's discretion. In the case of (iii) Interconnection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such third party study. Such third party consultant shall be required to comply with this SGIP, Article 13.15 of the SGIA (Subcontractors), and the relevant Tariff procedures and protocols as would apply if the System Operator and Interconnecting Transmission Owner were to conduct the Interconnection Study and shall use the information provided to it solely for purposes of performing such services and for no other purposes.

The System Operator and Interconnecting Transmission Owner shall cooperate with such third party consultant and Interconnection Customer to complete and issue the Interconnection Study in the shortest reasonable time.

### **13.5 Disputes.**

**13.5.1 Submission.** In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with the SGIA, the SGIP, or their performance, such Party (the "Disputing Party") shall provide the other Party(ies) with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party(ies). In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's(ies') receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, after thirty (30) Calendar Days, then (i) in the case of disputes arising out of or in conjunction with the SGIA, the System Operator and Interconnecting Transmission Owner shall jointly file an unexecuted SGIA, or amendment thereto, with the Commission in accordance with Section 11.3.4, or (ii) in the case of disputes arising out of or in connection with any other matter regarding the administration of the SGIP, the System Operator may terminate the Interconnection Request and Interconnection Customer may seek relief pursuant to Section 206 of the

Federal Power Act. Each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this Schedule 23.

**13.5.2 External Arbitration Procedures.** Any arbitration initiated under these procedures shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The arbitrator so chosen by the System Operator shall chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Arbitration Rules”) and any applicable Commission regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Section 13, the terms of this Section 13 shall prevail.

**13.5.3 Arbitration Decisions.** Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons for such decision. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the SGIA and SGIP and shall have no power to modify or change any provision of the SGIA and SGIP in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

**13.5.4 Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three-member panel and one-third of any associated arbitration costs; or (2) one-third the cost of the single arbitrator jointly chosen by the Parties and one-third of any associated arbitration costs.

**13.5.5 Non-binding Dispute Resolution Procedures.** If a Party has submitted a Notice of

Dispute pursuant to Section 13.5.1 of this SGIP, and the Parties are unable to resolve the claim or dispute through unassisted or assisted negotiations within the thirty (30) Calendar Days provided in that section, and the Parties cannot reach mutual agreement to pursue the Section 13.5 arbitration process, a Party may request that the other Parties engage in Non-binding Dispute Resolution pursuant to this Section 13.5.5 by providing written notice to the other Parties ("Request for Non-binding Dispute Resolution"). Conversely, either Party may file a Request for Non-binding Dispute Resolution pursuant to this Section 13.5.5 without first seeking mutual agreement to pursue the Section 13.5 arbitration process. The process in this Section 13.5.5 shall serve as an alternative to, and not a replacement of, the Section 13.5 arbitration process. Pursuant to this process, System Operator must within thirty (30) Calendar Days of receipt of the Request for Non-binding Dispute Resolution appoint a neutral decision-maker that is an independent subcontractor that shall not have any current or past substantial business or financial relationships with the Parties. Unless otherwise agreed by the Parties, the decision-maker shall render a decision within sixty (60) Calendar Days of appointment and shall notify the Parties in writing of such decision and reasons therefore. This decision-maker shall be authorized only to interpret and apply the provisions of the SGIP and SGIA and shall have no power to modify or change any provision of the SGIP and SGIA in any manner. The result reached in this process is not binding, but, unless otherwise agreed, the Parties may cite the record and decision in the non-binding dispute resolution process in future dispute resolution processes, including in a Section 13.5 arbitration, or in a Federal Power Act Section 206 complaint. Each Party shall be responsible for its own costs incurred during the process and the cost of the decision-maker shall be divided equally among each Party to the dispute.

### **13.6 Local Furnishing Bonds.**

**13.6.1 Facilities Financed by Local Furnishing Bonds.** This provision is applicable only to interconnections associated with facilities financed for the local furnishing of electric energy with tax-exempt bonds, as described in Section 142(f) of the Internal Revenue Code ("local furnishing bonds"). Notwithstanding any other provision of this SGIA and SGIP, the Interconnecting Transmission Owner shall not be required to provide Interconnection Service to Interconnection Customer pursuant to this SGIA and SGIP if the provision of such Interconnection Service would jeopardize the tax-exempt status

of any local furnishing bond(s) used to finance the Interconnecting Transmission Owner's facilities that would be used in providing such Interconnection Service.

**13.6.2 Alternative Procedures for Requesting Interconnection Service.** If the Interconnecting Transmission Owner determines that the provision of Interconnection Service requested by Interconnection Customer would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance its facilities that would be used in providing such Interconnection Service, it shall advise Interconnection Customer within thirty (30) Calendar Days of receiving notice of the Interconnection Request. Interconnection Customer thereafter may renew its Interconnection Request using the process specified in the Tariff.

### **13.7 Engineering & Procurement ("E&P") Agreement**

Prior to executing an SGIA, an Interconnection Customer may request, in order to advance the implementation of its interconnection, and the Interconnecting Transmission Owner and any Affected Party or Internal Affected Party shall offer Interconnection Customer, an E&P Agreement that authorizes the Interconnecting Transmission Owner and any Affected Party or Internal Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, the Interconnecting Transmission Owner or any Affected Party or Internal Affected Party shall not be obligated to offer an E&P Agreement if Interconnection Customer is in Dispute Resolution as a result of an allegation that Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the SGIP. The E&P Agreement is an optional procedure and it will not alter Interconnection Customer's Queue Position or Initial Synchronization Date. The E&P Agreement shall provide for Interconnection Customer to pay the cost of all activities authorized by Interconnection Customer, including a deposit of 100 percent of the estimated engineering and study costs, and to make advance payments or provide other satisfactory security for such costs.

Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If Interconnection Customer withdraws its application for interconnection or an E&P Agreement is terminated by any Party,

to the extent the equipment ordered can be canceled under reasonable terms, Interconnection Customer shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably canceled, the Interconnecting Transmission Owner or the Affected Party or Internal Affected Party that is a party to an E&P Agreement may elect: (i) to take title to the equipment, in which event the Interconnecting Transmission Owner or relevant Affected Party or Internal Affected Party shall refund Interconnection Customer any amounts paid by Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (ii) to transfer title to and deliver such equipment to Interconnection Customer, in which event Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment.

---

**APPENDICES TO SGIP [TOC TO BE UPDATED]**

APPENDIX 1 INTERCONNECTION REQUEST

APPENDIX 2 CLUSTER STUDY AGREEMENT

APPENDIX 3 INTERCONNECTION FACILITIES STUDY AGREEMENT

APPENDIX 4 OPTIONAL INTERCONNECTION STUDY AGREEMENT

APPENDIX 5 TRANSITIONAL CLUSTER STUDY AGREEMENT

APPENDIX 6 TRANSITIONAL SERIAL INTERCONNECTION FACILITIES STUDY  
AGREEMENT

APPENDIX 7 TWO-PARTY AFFECTED SYSTEM STUDY AGREEMENT

APPENDIX 8 MULTIPARTY AFFECTED SYSTEM STUDY AGREEMENT

APPENDIX 9 TWO-PARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT

APPENDIX 10 MULTIPARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT

APPENDIX 11 STANDARD SMALL GENERATOR INTERCONNECTION AGREEMENT (SGIA)

**APPENDIX 1**  
**INTERCONNECTION REQUEST**

The undersigned Interconnection Customer submits this request to interconnect its Small Generating Facility to the Administered Transmission System under Schedule 23 - Small Generator Interconnection Procedures (“SGIP”) of the ISO New England Inc. Open Access Transmission Tariff (the “Tariff”). Capitalized terms have the meanings specified in the Tariff.

---

**PROJECT INFORMATION**

**Proposed Project Name:** \_\_\_\_\_

**1. This Interconnection Request is for (check one):**

- \_\_\_\_\_ **A proposed new Small Generating Facility**
- \_\_\_\_\_ An increase in the generating capacity or a modification that has the potential to be a Material Modification of an existing Generating Facility
- \_\_\_\_\_ Commencement of participation in the wholesale markets by an existing Generating Facility
- \_\_\_\_\_ A change from Network Resource Interconnection Service to Capacity Network Resource Interconnection Service

**2. The types of Interconnection Service requested:**

- \_\_\_\_\_ **Network Resource Interconnection Service (energy capability only)**
- \_\_\_\_\_ **Capacity Network Resource Interconnection Service (energy capability and capacity capability)**
- ☐ **Interconnection Customer requests to be downgraded to Network Resource Interconnection Service where violations are identified in the thermal analysis associated with Capacity Network Resource Interconnection Service testing**

-

**3. Interconnection Customer shall provide the following information:**

Address or Location of the Facility (including Town/City, County and State):

---

---

---

**Requested Point of Interconnection:**

---

**Type of Generating Facility to be Constructed:**

---

**Will the Generating Facility include electric storage capacity? Yes No**

**Will the electric storage device charge from the Administered Transmission System? Yes No**

**If yes, describe the electric storage device and specifications to include aggregate charging capability measured at the POI and the associated aggregate reactive capability measured at the high side of the main transformer:**

---

---



**Primary frequency response operating range for electric storage resources:**

---

**Generating Facility Fuel Type:**

---

**Generating Facility Capacity (MW):**

<u>Temperatures<sup>1</sup></u>	<u>Maximum Gross MW Electrical Output<sup>2</sup></u>	<u>Maximum Net MW Electrical Output<sup>3</sup></u>	<u>Net MW Capability at the Point of Interconnection<sup>4</sup></u>
<u>At or above 90 degrees F</u>			
<u>At or above 50 degrees F</u>			
<u>At or above 20 degrees F</u>			
<u>At or above 0 degrees F</u>			

**Requested Interconnection Service (in MW) :**

<u>Service Level<sup>5</sup></u>			<u>Requested Net MW Capability at the Point of Interconnection<sup>4</sup></u>
<u>CNR Capability Summer</u>			
<u>NR Capability Summer</u>			
<u>CNR Capability Winter</u>			
<u>NR Capability Winter</u>			

**Notes:**

<sup>1</sup> In each row, insert all values corresponding to the given temperature, or a temperature greater than the given temperature, at which aggregate maximum gross output of the Generating Facility would be the highest. For example, if the aggregate maximum gross Generating Facility output occurs at 12 degrees F, all values in the “At or above 0 degrees F” row shall correspond to the 12 degrees F operating condition.

<sup>2</sup> Measured at the terminal(s) or inverter/converter terminal(s), as applicable, for each generating unit comprising the Generating Facility.

<sup>3</sup> Measured at the terminal(s) or inverter/converter terminal(s), as applicable, for each generating unit comprising the Generating Facility less any station service at each generating unit's terminal(s) or inverter/converter terminal(s), as applicable.

<sup>4</sup> Measured at Interconnection Customer's proposed Point of Interconnection. The values correspond to the requested levels of Interconnection Service pursuant to Section 3.1 of the SGIP. The values account for any station service, losses incurred in Interconnection Facilities, station or generator step up transformers, and any other auxiliary systems. After the Interconnection Request is deemed valid, any increases to these values shall be subject to a new, separate Interconnection Request.

<sup>5</sup> As described in Section II.48.1 for CNR Capability and Section II.48.2 for NR Capability.

General description of the equipment configuration, including any proposed control technologies to restrict the Small Generating Facility's output to the requested Interconnection Service levels, if applicable (# of units and GSUs):

---

---

**Requested Commercial Operation Date:**

---

**Requested Initial Synchronization Date:**

---

**Requested In-Service Date:**

---

**Evidence of Site Control (check one):**

100% exclusive Site Control in Interconnection Customer's name is provided herewith.

In lieu of evidence of Site Control,  
a \$10,000/MW deposit subject to a minimum of \$50,000 and a maximum of \$200,000 is provided (refundable within the cure period as described in Section 3.4.3 of the SGIP), and.

a signed affidavit from an officer of the company indicating that Site Control is unobtainable due to regulatory limitations, and

documentation sufficiently describing and explaining the source and effects of such regulatory limitations

Site Control is not provided because the proposed modification is to Interconnection Customer's existing Small Generating Facility and, by checking this option, ~~the Interconnection Customer~~ Interconnection Customer certifies that it has Site Control and that the proposed modification does not require additional real property.

The ISO will post the Project Information on the ISO web site under "Interconnection Service" and the Interconnection Request Tracking Tool or IRTT.

---

---

**CUSTOMER INFORMATION**

**Company Name:** \_\_\_\_\_

**ISO Customer ID#:** \_\_\_\_\_

(Interconnection Customer)

**Company Address:**    **PO Box No.:**  
\_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State ZIP:** \_\_\_\_\_

**Company Representative:**    **Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company Representative's Company and Address (if different from above):**

-

**Company Name:** \_\_\_\_\_

-

**PO Box No.:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State ZIP:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **FAX:** \_\_\_\_\_ **email:** \_\_\_\_\_

-

---

---

This Interconnection Request is submitted by:

**Authorized Signature:** \_\_\_\_\_

**Name (type or print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*In order for an Interconnection Request to be considered a valid request, it must include:*

- (a) Be accompanied by all required deposits provided electronically and may be refundable in accordance with Section 3.4.2 of the SGIP;*
- (b) Required Cluster Study Deposit and may be refundable in accordance with Section 3.4.2 of the SGIP that is provided electronically;*
- (c) Commercial Readiness Deposit and may be refundable in accordance with Section 3.4.2 of the SGIP;*
- (d) For CNR Interconnection Service, upload documentation demonstrating 100% Site Control in accordance with Section 3.4.2 (iv). If for NR Interconnection Service, upload documentation demonstrating 100% Site Control in accordance with Section 3.4.2 (iv) or (1) a signed affidavit from an officer of Interconnection Customer indicating that Site Control is unobtainable due to regulatory limitations as such term is defined by the System Operator; and (2) documentation sufficiently describing and explaining the source and effects of such regulatory limitations, including a description of any conditions that must be met to satisfy the regulatory limitations and the anticipated time by which Interconnection Customer expects to satisfy the regulatory requirements and (3) a cash deposit in lieu of Site Control of \$10,000 per MW, subject to a minimum of \$50,000 and a maximum of \$200,000. An Interconnection Customer does not need to demonstrate Site Control for an Interconnection Request for a modification to its existing Small Generating Facility where Interconnection Customer has certified that it has Site Control and that the proposed modification does not require additional real property). Interconnection Requests from multiple Interconnection Customers for multiple Generating Facilities that share a site must include a contract or other agreement that allows for shared land use;*

- (e) Include a detailed map, such as a map of the quality produced by the U.S. Geological Survey, which clearly indicates the site of the new facility and pertinent surrounding structures.; and
- (f) Include all information required on the Interconnection Request form and attachments thereto.

The Interconnection Request and attachments thereto must be submitted to the System Operator via the Interconnection Request Tracking Tool or IRTT, a web-based application for submitting, tracking and viewing Interconnection Requests available on the ISO New England website.

---

Attachment A to Appendix 1  
Interconnection Request  
Technical Data Required For Cluster Study

The technical data required below must be inputted directly into IRTT and submitted with the Interconnection Request pursuant to Section 3.4.2 of the SGIP.

**SMALL GENERATING FACILITY DATA**

**UNIT RATINGS**

<u>Kva</u>	<u>°F</u>	<u>Voltage</u>
<u>Power Factor</u>		
<u>Speed (RPM)</u>		<u>Connection (e.g. Wye)</u>
<u>Short Circuit Ratio</u>		<u>Frequency, Hertz</u>
<u>Stator Amperes at Rated Kva</u>		<u>Field Volts</u>
<u>Max Turbine MW</u>	<u>°F</u>	

Primary frequency response operating range for electric storage resources:

**Minimum State of Charge:** \_\_\_\_\_

**Maximum State of Charge:** \_\_\_\_\_

**GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 90 ° OR ABOVE**

Gross Unit Rating (MW) \_\_\_\_\_ Gross Lagging (MVAR) \_\_\_\_\_

Net Unit Rating (MW) \_\_\_\_\_ Gross Leading (MVAR) \_\_\_\_\_

Station Service (MW) \_\_\_\_\_ Station Service (MVAR) \_\_\_\_\_

Temperature (°F) \_\_\_\_\_

Attachment A (page 2)

To Appendix 1

Interconnection Request

Technical Data Required For

Cluster Study

**GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 50° OR ABOVE**

Gross Unit Rating (MW)

Gross Lagging (MVAR)

Net Unit Rating (MW)

Gross Leading (MVAR)

Station Service (MW)

Station Service (MVAR)

Temperature (°F)

**GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 20° OR ABOVE**

Gross Unit Rating (MW)

Gross Lagging (MVAR)

Net Unit Rating (MW)

Gross Leading (MVAR)

Station Service (MW)

Station Service (MVAR)

Temperature (°F)

**GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 0° OR ABOVE**

Gross Unit Rating (MW)

Gross Lagging (MVAR)

Net Unit Rating (MW)

Gross Leading (MVAR)

Station Service (MW)

Station Service (MVAR)

Temperature (°F)

**COMBINED TURBINE-GENERATOR-EXCITER INERTIA DATA**



<u>Inertia Constant, H</u>	<u>≡</u>	<u>kW sec/kVA</u>
<u>Moment-of-Inertia, WR<sup>2</sup></u>	<u>≡</u>	<u>lb. ft.<sup>2</sup></u>

### **REACTANCE DATA (PER UNIT-RATED KVA)**

	<b><u>DIRECT AXIS</u></b>	<b><u>QUADRATURE AXIS</u></b>
<u>Synchronous – saturated</u>	<u>X<sub>dv</sub></u>	<u>X<sub>qv</sub></u>
<u>Synchronous – unsaturated</u>	<u>X<sub>di</sub></u>	<u>X<sub>qi</sub></u>
<u>Transient – saturated</u>	<u>X'<sub>dv</sub></u>	<u>X'<sub>qv</sub></u>
<u>Transient – unsaturated</u>	<u>X'<sub>di</sub></u>	<u>X'<sub>qi</sub></u>
<u>Subtransient – saturated</u>	<u>X''<sub>dv</sub></u>	<u>X''<sub>qv</sub></u>
<u>Subtransient – unsaturated</u>	<u>X''<sub>di</sub></u>	<u>X''<sub>qi</sub></u>
<u>Negative Sequence – saturated</u>	<u>X<sub>2v</sub></u>	
<u>Negative Sequence – unsaturated</u>	<u>X<sub>2i</sub></u>	

### **FIELD TIME CONSTANT DATA (SEC)**

<u>Zero Sequence – saturated</u>	<u>X<sub>0v</sub></u>	
<u>Zero Sequence – unsaturated</u>	<u>X<sub>0i</sub></u>	
<u>Leakage Reactance</u>	<u>X<sub>lm</sub></u>	
<u>Open Circuit</u>	<u>T'<sub>qo</sub></u>	<u>T'<sub>do</sub></u>
<u>Three-Phase Short Circuit Transient</u>	<u>T'<sub>d3</sub></u>	<u>T'<sub>q</sub></u>
<u>Line to Line Short Circuit Transient</u>	<u>T'<sub>d2</sub></u>	
<u>Line to Neutral Short Circuit Transient</u>	<u>T'<sub>d1</sub></u>	
<u>Short Circuit Subtransient</u>	<u>T''<sub>d</sub></u>	<u>T''<sub>q</sub></u>
<u>Open Circuit Subtransient</u>	<u>T''<sub>do</sub></u>	<u>T''<sub>qo</sub></u>

### **ARMATURE TIME CONSTANT DATA (SEC)**

<u>Three Phase Short Circuit</u>	<u>T<sub>a3</sub></u>
<u>Line to Line Short Circuit</u>	<u>T<sub>a2</sub></u>
<u>Line to Neutral Short Circuit</u>	<u>T<sub>a1</sub></u>

NOTE: If requested information is not applicable, indicate by marking “N/A.”

## MW CAPABILITY AND PLANT CONFIGURATION

### SMALL GENERATING FACILITY DATA

#### ARMATURE WINDING RESISTANCE DATA (PER UNIT)

<u>Positive</u>	<u>R1</u>	
<u>Negative</u>	<u>R2</u>	
<u>Zero</u>	<u>R0</u>	
<u>Rotor Short Time Thermal Capacity <math>I^2t</math></u>	<u>≡</u>	
<u>Field Current at Rated kVA, Armature Voltage and PF</u>	<u>≡</u>	<u>amps</u>
<u>Field Current at Rated kVA and Armature Voltage, 0 PF</u>	<u>≡</u>	<u>amps</u>
<u>Three Phase Armature Winding Capacitance</u>	<u>≡</u>	<u>microfarad</u>
<u>Field Winding Resistance</u>	<u>≡</u>	<u>ohms</u> <u>°C</u>
<u>Armature Winding Resistance (Per Phase)</u>	<u>≡</u>	<u>ohms</u> <u>°C</u>

### CURVES

As applicable, provide Saturation, Vee, Capacity Temperature Correction curves. A Reactive Capability is required for all Large Generating Facilities. As applicable, designate normal and emergency Hydrogen Pressure operating range for multiple curves.

### MODELS FOR NON-SYNCHRONOUS GENERATORS

Models that meet the requirements of ISO New England Planning Procedures :

1. an appropriately parameterized library RMS positive sequence dynamics model, including model block diagram of the inverter control and plant control systems, that corresponds to Interconnection Customer's Small Generating Facility, and,
2. a validated user-defined model where one exists for the equipment (i.e. where the manufacturer attests that a library model may fully capture the behavior of the equipment). The user model will only be used for the fuller understanding of equipment behavior and will not be used to finalize the upgrade requirements in the Cluster Study and will not be added to base cases going forward.
3. A validated electromagnetic transient model

Interconnection Customer must also demonstrate that the model is validated by providing evidence that the equipment behavior is consistent with the model behavior (e.g., an attestation from Interconnection

Customer that the model accurately represents the entire Small Generating Facility; attestations from each equipment manufacturer that the user defined model accurately represents the component of the Small Generating Facility; or test data).

### **GENERATOR STEP-UP TRANSFORMER DATA RATINGS**

<u>Capacity</u>	<u>Self-cooled/Maximum Nameplate</u>
	<u>/</u> <u>Kva</u>
<u>Voltage Ratio</u>	<u>Generator side/System side/Tertiary</u>
	<u>/</u> <u>kV</u>
<u>Winding Connections</u>	<u>Generator side/System Side/Tertiary (Delta or Wye)</u>
	<u>/</u>

Fixed Taps Available

Present Tap Setting

### **IMPEDANCE**

<u>Positive</u>	<u>Z1 (on self-cooled kVA rating)</u>	<u>%</u>	<u>X/R</u>
<u>Zero</u>	<u>Z0 (on self-cooled kVA rating)</u>	<u>%</u>	<u>X/R</u>

### **EXCITATION SYSTEM DATA**

Identify appropriate IEEE model block diagram of excitation system and power system stabilizer (“PSS”) for computer representation in power system stability simulations and the corresponding excitation system and PSS constants for use in the model.

### **GOVERNOR SYSTEM DATA**

Identify appropriate IEEE model block diagram of governor system for computer representation in power system stability simulations and the corresponding governor system constants for use in the model.

### **WIND AND INVERTER-BASED GENERATORS**

A completed Attachment A-1 Supplementary Wind and Inverter-Based Generating Facility Form to this Attachment A, must be supplied for all Interconnection Requests for wind and inverter-based Generating Facilities.

**INDUCTION GENERATORS:**

(\*) Field Volts:

(\*) Field Amperes:

(\*) Motoring Power (kW):

(\*) Neutral Grounding Resistor (If Applicable):

(\*)  $I_2^2t$  or K (Heating Time Constant):

(\*) Rotor Resistance:

(\*) Stator Resistance:

(\*) Stator Reactance:

(\*) Rotor Reactance:

(\*) Magnetizing Reactance:

(\*) Short Circuit Reactance:

(\*) Exciting Current:

(\*) Temperature Rise:

(\*) Frame Size:

(\*) Design Letter:

(\*) Reactive Power Required In Vars (No Load):

(\*) Reactive Power Required In Vars (Full Load):

(\*) Total Rotating Inertia, H: Per Unit on KVA Base

Note: Please consult System Operator prior to submitting the Interconnection Request to determine if the information designated by (\*) is required.

---

**Applicant Signature**

I hereby certify that, to the best of my knowledge, all the information provided in this Attachment A to the Interconnection Request is true and accurate.

For Interconnection Customer: \_\_\_\_\_ Date: \_\_\_\_\_

**SUPPLEMENTARY WIND AND INVERTER-BASED GENERATING FACILITY AND**  
**INTERCONNECTION FACILITIES DATA FORM**

- a) Attach a Geographic Map Demonstrating the Project Layout and its Interconnection to the Power Grid. (Specify the name of the attachment here)
- b) Attach a Bus-Breaker Based One-line Diagram (The diagram should include each of the individual unit generators, generator number, HVDC rating and terminal voltage.) (Specify the name of the attachment here)

**i. Collection system detail impedance sheet**

If a collector system is used, attach a collector system data sheet in accordance with the one-line diagram attached above. The data sheet should include: the type, length  $Z_0$ ,  $Z_1$  and  $X_c/B$  of each circuit (feeder and collector string).

Specify the name of the attachment here:

**ii. Collection system aggregate (equivalent) model data sheet**

Attach an aggregate (equivalent) collection system data sheet. The data table should include: the type, length,  $Z_0$ ,  $Z_1$  and  $X_c/B$  of the equivalent circuits (feeders and collector strings).

Specify the name of the attachment here:

\_\_\_\_\_

c) Summary of the Unit Models in the wind or inverter-based Generating Facility (List all different unit models in the facility)

<u>Manufacturer Model</u>	<u>Type of this WTG* (if applicable)</u>	<u>Generator Unit Numbers in the field</u>	<u>Number(s) of these Units</u>	<u>Maximum Output of this Unit (MW)</u>	<u>Total MW</u>

\* Type 1 – Cage rotor induction generators

Type 2 – Induction generators with variable rotor resistance

Type 3 – Doubly-fed asynchronous generators with rotor-side converter

Type 4 – Full-power converter interface

Repeat the following sections from 4 to 12 for each different unit model.

---

d) Unit Detail Information

<u>Unit Manufacturer Model</u>	
<u>Terminal Voltage</u>	
<u>Rating of Each Unit (MVA)</u>	
<u>Maximum Gross Electrical Output (MW)</u>	
<u>Minimum Gross Electrical Output (MW)</u>	
<u>Lagging Reactive Power Limit at Rated Real Power Output (MVAR)</u>	
<u>Leading Reactive Power Limit at Rated Real Power Output (MVAR)</u>	
<u>Lagging Reactive Power Limit at Zero Real Power Output (MVAR)</u>	
<u>Leading Reactive Power Limit at Zero Real Power Output (MVAR)</u>	
<u>Station Service Load (MW, MVAR)</u>	
<u>Minimum short circuit ratio (SCR) requirement by manufacturer</u>	
<u>On which bus the minimum SCR is required by manufacturer</u>	
<u>What voltage level the minimum SCR is required by manufacturer</u>	
<u>Positive sequence X<sub>source</sub></u>	
<u>Zero sequence X<sub>source</sub></u>	

---



e) Unit GSU – \_\_\_\_\_

<u>Nameplate rating (MVA)</u>	
<u>Total number of the GSUs</u>	
<u>Voltages, generator side/system side</u>	
<u>Winding connections, low voltage/high voltage</u>	
<u>Available tap positions on high voltage side</u>	
<u>Available tap positions on low voltage side</u>	
<u>Will the GSU operate as an LTC?</u>	
<u>Desired voltage control range if LTC</u>	
<u>Tap adjustment time (Tap switching delay + switching time) if LTC</u>	
<u>Desired tap position if applicable</u>	
<u>Impedance, Z1, X/R ratio</u>	
<u>Impedance, Z0, X/R ratio</u>	

f) Low Voltage Ride Through (LVRT) – \_\_\_\_\_ *(Specify the Manufacturer Model of this Unit)*

Does each Unit have LVRT capability?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide:

**i.** Unit LVRT mode activation and release condition:

When operating at maximum real power, what is the Unit terminal voltage for LVRT mode activation? \_\_\_\_\_

When operating at maximum real power, what is the Unit terminal voltage for releasing LVRT mode after it is activated? \_\_\_\_\_

If there is different LVRT activation and release logic, please state here \_\_\_\_\_

ii. A wind or other inverter-based generating facility technical manual from the manufacturer including description of LVRT functionality:

Attach the file and specify the name of the attachment here:

\_\_\_\_\_

iii. Does the wind or other inverter-based generating facility technical manual attached above include a reactive power capability curve?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, attach the file and specify the name of the attachment here:

\_\_\_\_\_

g) Low Voltage Protection (considering LVRT functionality)

(Specify the Manufacturer Model of this Unit)

<u>Low Voltage Setting (pu)</u>	<u>Relay Pickup Time (Seconds)</u>

\*Add more rows in the table as needed

h) High Voltage Protection - \_\_\_\_\_ (Specify the Manufacturer Model of this Unit)

<u>High Voltage Setting (pu)</u>	<u>Relay Pickup Time (Seconds)</u>

\*Add more rows in the table as needed

i) Low Frequency Protection - \_\_\_\_\_ (Specify the Manufacturer Model of this Unit)

<u>Low Frequency Setting (Hz)</u>	<u>Relay Pickup Time (Seconds)</u>
-----------------------------------	------------------------------------


\*Add more rows in the table as needed

j) High Frequency Protection - (Specify the Manufacturer Model of this Unit

<u>High Frequency Setting (Hz)</u>	<u>Relay Pickup Time (Seconds)</u>

\*Add more rows in the table as needed

Please make sure the settings in sections 7 through 10 comply with NERC and NPCC standards for generator protection relays.

k) Unit Reactive Power Control - (Specify the Manufacturer Model of this Unit)

i. What are the options for the Unit reactive power control (check all available)?

- Control the voltage at the Unit terminal
- Control constant power factor at the Unit terminal
- Control constant power factor at the low side of the station main transformer
- Control constant power factor at the high side of the station main transformer
- Control voltage at the low side of the station main transformer
- Control voltage at the high side of the station main transformer
- Other options. Please describe if select others

ii. In all the control options selected above, please list the options in which the Unit is able to control its terminal voltage to prevent low/high voltage tripping.

iii. What is the desired control mode from the selected options above? Specify the control plan in this mode. For example: control voltage at which bus to what schedule.

---

---

**WIND OR INVERTER-BASED GENERATING FACILITY AND INTERCONNECTION  
FACILITIES MODELS**

*(All model files provided under this section should be compatible with Siemens PTI's PSS/E version currently in use at ISO New England and must be a standard library model in PSS/E)*

**A. Power flow model**

- i. A \*.RAW file including **aggregated/equivalent** wind or inverter-based generating facility and HVDC, if applicable, power flow model with appropriate parameters and settings.

*Attach the \*.RAW file and specify the name of the attachment(s) here:*

\_\_\_\_\_

- ii. A \*.RAW file including **detailed** wind or inverter-based Generating Facility and Interconnection Facilities, if applicable, power flow model with appropriate parameters and settings.

*Attach the \*.RAW file and specify the name of the attachment(s) here:*

\_\_\_\_\_

**B. Dynamic simulation model(s)**

*(Please note that the dynamic model(s) must match the aggregated/equivalent power flow model(s) provided above. Attach the following information for each of the models.)*

1. Wind or inverter-based Generating Facility and Interconnection Facilities, if applicable, Model(s)

(Please Specify the Manufacturer Model(s))

\_\_\_\_\_

2. A compiled PSS/E dynamic model for the Generating Facility and Interconnection Facilities, if necessary (a \*.LIB or \*.OBJ file)

*Attach the \*.LIB or \*.OBJ file(s) and specify the name(s) of the attachment(s) here:*

\_\_\_\_\_

3. A dynamic data file with appropriate parameters and settings for the Generating Facility and Interconnection Facilities, if applicable, (typically a \*.DYN file)

**Attach the \*.DYN file(s) and specify the name(s) of the attachment(s) here:**

4. PSS/E wind or inverter-based Generating Facility model user manual for the Generating Facility and Interconnection Facilities

**Attach and specify the name of the attachment here:**

**Repeat the above sections for each different wind or inverter-based generating facility model.**

C. Power Plant Controller

For wind or inverter-based Generating Facility, will PPC have the ability to centrally control the output of the units? Yes No

1. Manufacturer model of the power plant controller

2. What are the reactive power control strategy options of the power plant controller?

3. Which of the control options stated above is being used in current operation?

4. Is the power plant controller able to control the unit terminal voltages to prevent low/high voltage tripping?

Yes No

Please provide the park controller technical manual from the manufacturer

**Attach the file and specify the name of the attachment here:**

D. Station Transformer

<u>Transformer Name</u>		
<u>Nameplate ratings (MVA)</u>		
<u>Total number of the main transformer(s)</u>		
<u>Voltage, High/Low/Tertiary (kV)</u>		
<u>Winding connections, High/Low Tertiary</u>		
<u>Available tap positions on high voltage side</u>		
<u>Available tap positions on low voltage side</u>		
<u>Will the transformer operate as a LTC?</u>		
<u>Desired voltage control range if LTC</u>		
<u>Tap adjustment time (Tap switching delay + switching time) if LTC</u>		
<u>Desired tap position if applicable</u>		
<u>Tap adjustment time (Tap switching delay + switching time)</u>		
<u>Impedance <math>Z_1</math>, X/R ratio</u>	<u><math>Z_{1H-L}</math></u>	<u>X/R</u>
	<u><math>Z_{1H-T}</math></u>	<u>X/R</u>
	<u><math>Z_{1T-L}</math></u>	<u>X/R</u>
<u>Impedance <math>Z_0</math>, X/R ratio</u>	<u><math>Z_{0H-L}</math></u>	<u>X/R</u>
	<u><math>Z_{0H-T}</math></u>	<u>X/R</u>
	<u><math>Z_{0T-L}</math></u>	<u>X/R</u>

E. Dynamic Simulation Model for the Power Plant Controller(s)

*(All model files provided under this section should be compatible with Siemens PTI's PSS/E version currently in use at ISO New England and must be a standard library model in PSS/E)*

1. A compiled PSS/E dynamic model for the power plant controller(s) (a \*.LIB or \*.OBJ file)

*Attach the \*.LIB or \*.OBJ file and specify the name of the attachment here:*

\_\_\_\_\_

2. A dynamic data file with appropriate parameters and settings for the power plant controller(s) (typically a \*.DYR file).

Attach the \*.DYZ file and specify the name of the attachment here:

3. PSS/E model user manual for the power plant controller(s)

Attach the manual and specify the name of the attachment or specify the name of the attachment here:

F. Capacitors and Reactors

Please provide necessary modeling data for all the capacitors and reactors that are part of the Interconnection Facilities, including: size, basic electrical parameters, connecting bus, switched or fixed, etc.

G. Dynamic Device(s)

(All model files provided under this section 17 should be compatible with Siemens PTI's PSS/E version currently in use at ISO New England standard library models in PSS/E or applicable applications.)

1. Provide necessary modeling data file for all the dynamic devices belong to the facility.

Attach the \*.LIB or \*.OBJ file and specify the name of the attachment here:

2. A dynamic data file containing the parameters for the units (typically a \*.DYZ file).

Set the parameters in accordance with the desired control mode.

Attach the \*.DYZ file and specify the name of the attachment here:

H. Collection System/Transformer Tap-Setting Design



Attach a collection system/transformer tap-setting design calculations, consistent with the requirements in the ISO New England Planning Procedures, that identify the calculations to support the proposed tap settings for the unit step-up transformers and the station step-up transformers.

Attached the design document and specify the name of the attachment here:

---

I. Provide PSCAD Model and documentation for the wind or inverter-based Generating Facility, the Power Plant Controller(s) and Other Dynamic Devices or HVDC.

---

**CLUSTER SYSTEM IMPACT STUDY APPLICATION FORM**

The undersigned Interconnection Customer submits this form to request the inclusion of the Interconnection Request for its Small Generating Facility in a Cluster Interconnection System Impact Study pursuant to Section 4.2.3-2.2 of this SGIP.

To be included in a Cluster Interconnection System Impact Study, the following must be submitted together with this form to the System Operator by the Cluster Entry Deadline:

**1. Project Information:**

a. Project Name: \_\_\_\_\_

(a) Queue Position: \_\_\_\_\_

(b) Is the Interconnection Request contractually associated with an Interconnection Request for an Elective Transmission Upgrade? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, identify Queue Position of the associated Interconnection Request and provide evidence of the contractual commitment. Queue Position No.: \_\_\_\_\_

**2. Initial CETU Participation Deposit as specified in Section 4.2.3-2.2**

**Applicant Signature**

I hereby certify that, to the best of my knowledge, all the information provided in this form is true and accurate.

For Interconnection Customer: \_\_\_\_\_ Date: \_\_\_\_\_

Attachment C (page 1)  
To Appendix 1  
Surplus Interconnection Service  
Request Application

**SURPLUS INTERCONNECTION SERVICE REQUEST APPLICATION**

The Surplus Interconnection Customer submits this application to request Surplus Interconnection Service pursuant to Section 3.3 of this SGIP.

**SURPLUS INTERCONNECTION CUSTOMER AND ORIGINAL INTERCONNECTION**  
**CUSTOMER INFORMATION**

Surplus Interconnection Customer Company Name: \_\_\_\_\_

ISO Customer ID# (If available): \_\_\_\_\_

Company Address: \_\_\_\_\_

PO Box No.: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State ZIP: \_\_\_\_\_

Company Representative: Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Representative's Company and Address (if different from above):

-

Company Name: \_\_\_\_\_

-

PO Box No.: \_\_\_\_\_

Attachment C (page 2)

To Appendix 1

Surplus Interconnection Service

Request Application

Street Address: \_\_\_\_\_

City, State ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ E-mail: \_\_\_\_\_

-

Original Interconnection Customer Company Name: \_\_\_\_\_

ISO Customer ID# (If available): \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_ PO Box No.: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State ZIP: \_\_\_\_\_

Company Representative: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Representative's Company and Address (if different from above):

-

Company Name: \_\_\_\_\_

-

PO Box No.: \_\_\_\_\_

Attachment C (page 3)

To Appendix 1

Surplus Interconnection Service

Request Application

Street Address: \_\_\_\_\_

City, State ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ email: \_\_\_\_\_

-

---

---

PROJECT INFORMATION

Description of the Original Interconnection Customer's existing, commercial Small Generating Facility:

---

---

Description of the Surplus Interconnection Customer's Generating Facility:

---

---

Select Type of Interconnection Service for the Surplus Interconnection Customer's Generating Facility:

\_\_\_\_\_ CNR Interconnection Service

\_\_\_\_\_ NR Interconnection Service

Specify the amount of Unused Capability at the corresponding CNR Interconnection Service or NR Interconnection Service available for the Surplus Interconnection Customer's Generating Facility:

---

---

Attachment C (page 4)  
To Appendix 1  
Surplus Interconnection Service  
Request Application

Requested Commercial Operations Date for the Surplus Interconnection Customer's Generating Facility:

---

Requested Initial Synchronization Date for the Surplus Interconnection Customer's Generating Facility:

---

Requested In-Service Date for the Surplus Interconnection Customer's Generating Facility:

---

To request Surplus Interconnection Service, the Surplus Interconnection Customer shall provide the following, together with this Surplus Interconnection Service Request Application:

- 11 The Original Interconnection Customer's written consent for the Surplus Interconnection Customer's Generating Facility to use Unused Capability associated with Interconnection Service established under the Interconnection Agreement for the Original Interconnection Customer's Generating Facility, together with a copy of that Interconnection Agreement;
- 12 A detailed description of the Original Interconnection Customer's Generating Facility and the Surplus Interconnection Customer's Generating Facility and their respective Interconnection Facilities and existing Point of Interconnection and Point of Change of Ownership, together with a completed Attachment A and Attachment A-1, as applicable, to Appendix 1 of this SGIP, including a site electrical one-line diagram reflecting both the Original Interconnection Customer's Generating Facility and the proposed Surplus Interconnection Customer's Generating Facility and a plot plan; and
- 13 Site Control for the Surplus Interconnection Customer's Generating Facility.

Attachment C (page 5)  
To Appendix 1  
Surplus Interconnection Service  
Request Application

System Operator and Interconnecting Transmission Owner reserve the right to request additional technical and non-technical information necessary from the Original Interconnection Customer or the Surplus Interconnection Customer as may reasonably become necessary to facilitate their review of the Surplus Interconnection Service request.

**Applicant Signature**

I hereby certify that, to the best of my knowledge, all the information provided in this form is true and accurate.

Authorized Signature:

Name (type or print):

Title:

Date:

\_\_\_\_\_



**APPENDIX 2**  
**CLUSTER STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”). Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated \_\_\_\_\_; and

**WHEREAS**, Interconnection Customer desires to interconnect the Small Generating Facility to the Administered Transmission System;

**WHEREAS**, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform a Cluster Study to assess the impact of interconnecting the Small Generating Facility to the Administered Transmission System, and any Internal Affected Systems.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Large Generator Interconnection Procedure (“SGIP”).

2.0 Interconnection Customer elects and System Operator and Interconnecting Transmission Owner shall cause to be performed a Cluster Study consistent with Section 7.0 of the SGIP in accordance with the Tariff.

3.0 The scope of the Cluster Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Cluster Study will be based upon the technical information provided by Interconnection Customer in Attachment A (and Attachment A-1 as applicable) to the Interconnection Request, subject to any modifications in accordance with Section 4.4 of the SGIP. System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Cluster Study.

5.0 The Cluster Study Report shall provide the following information:

- identification of any circuit breaker or other facility short circuit capability limits exceeded as a result of the interconnection;
- identification of any thermal overload of any transmission facility or system voltage limit violations resulting from the interconnection;
- initial review of grounding requirements and electric system protection;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection;
- identification of Contingent Facilities
- description and non-binding, good faith estimated cost of and the time to construct the facilities required to interconnect the Small Generating Facility to the Administered Transmission System and to address the identified short circuit, instability, and power flow issues; and

- The Cluster Study Deposit shall be applied toward the cost of the Cluster Study and the development of this Cluster Study Agreement and its attachment(s) and the SGIA. Interconnecting Transmission Owner's and System Operator's good faith estimate for the times of commencement and completion of the Cluster Study is [insert dates].

Any difference between the deposit and the actual cost of the Cluster Study shall be paid by or refunded to Interconnection Customer, as appropriate.

The total estimated cost of the performance of the Interconnection System Impact Study consists of \$\_\_\_\_\_ which is comprised of the System Operator's estimated cost of \$\_\_\_\_\_ and the Interconnecting Transmission Owner's estimated cost of \$\_\_\_\_\_.

Upon receipt of the Cluster Study, System Operator and Interconnecting Transmission Owner shall charge and Interconnection Customer shall pay the actual costs of the Interconnection System Impact Study.

System Operator and Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection System Impact Study each month. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice.

In accordance with the SGIP, in performing the Interconnection System Impact Study, System Operator and Interconnecting Transmission Owner shall coordinate with Internal Affected Parties, shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

## 7.0 Miscellaneous.

7.1 Accuracy of Information. Except as a Party (“Providing Party”) may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection System Impact Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection System Impact Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection System Impact Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection System Impact Study, the content of the Interconnection System Impact Study, or the conclusions of the Interconnection System Impact Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement

is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, an Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities (“Losses”) by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection System Impact Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection System Impact Study is completed. This

Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.

7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.

7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.

7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision,

rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

System Operator Interconnecting Transmission Owner

By: By:

Title: Title:

Date: Date:

[Insert name of Interconnection Customer]

By:

Title:

Date:



ASSUMPTIONS USED IN CONDUCTING THE  
CLUSTER STUDY

The Cluster Study will be based upon the *technical information provided by Interconnection Customer in the Interconnection Request* subject to any modifications in accordance with Section 4.4 of the SGIP, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

---

**APPENDIX 3**  
**INTERCONNECTION FACILITIES STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”).  
Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated ; and

**WHEREAS**, Interconnection Customer desires to interconnect the Small Generating Facility to the Administered Transmission System; and

**WHEREAS**, System Operator and Interconnecting Transmission Owner have completed a Cluster Study and provided the results of said study to the Interconnection Customer; and

**WHEREAS**, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Cluster Study in accordance with Good Utility Practice to physically and electrically connect the Small Generating Facility to the Administered Transmission System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Small Generator Interconnection Procedures (“SGIP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).

2.0 Interconnection Customer elects and System Operator shall cause an Interconnection Facilities Study consistent with Section 8.0 of the SGIP to be performed in accordance with the Tariff.

3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.

4.0 The Interconnection Facilities Study report (i) shall provide a description, estimated cost of (consistent with Attachment A), and schedule for required facilities to interconnect the Small Generating Facility to the Administered Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.

5.0 The Interconnection Customer is providing a *Commercial Readiness Deposit per Section 8.1 of this SGIP to enter the Interconnection Facilities Study and the greater of 25 percent of the estimated cost of the Interconnection Facilities Study or \$100,000.*

The deposit shall be applied toward the cost of the Interconnection Facilities Study and the development of this Interconnection Facilities Study Agreement and its attachment(s) and the SGIA. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

The total estimated cost of the performance of the Interconnection Facilities Study consists of \$\_\_\_\_\_ which is comprised of the System Operator's estimated cost of \$\_\_\_\_\_ and the Interconnecting Transmission Owner's estimated cost of \$\_\_\_\_\_. Any difference between the deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to the Interconnection Customer, as appropriate. Upon receipt of the Interconnection Facilities Study, System Operator and Interconnecting Transmission Owner shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Facilities Study. System Operator and Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice. In accordance with the SGIP, in performing the Interconnection Facilities Study, Interconnecting Transmission Owner and System Operator shall coordinate with Affected Parties, shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

6.0 Miscellaneous.

6.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

6.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Facilities Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Facilities Study (including, but not limited to, exercise of Good Utility

Practice in verifying the accuracy of information provided for or used in the Interconnection Facilities Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Facilities Study, the content of the Interconnection Facilities Study, or the conclusions of the Interconnection Facilities Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

### 6.3 Force Majeure, Liability and Indemnification.

6.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

6.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in

performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

6.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by

Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

6.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Facilities Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

6.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection Facilities Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.

6.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed

severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

6.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

6.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.

6.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.

6.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

6.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

6.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

6.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a



third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

System Operator Interconnecting Transmission Owner

By: By:

Title: Title:

Date: Date:

[Insert name of Interconnection Customer]

By:

Title:

Date:

\_\_\_\_\_

Attachment A  
To Appendix 3  
Interconnection Facilities  
Study Agreement

INTERCONNECTION CUSTOMER SCHEDULE ELECTION FOR CONDUCTING THE  
INTERCONNECTION FACILITIES STUDY

Interconnection Customer elects (check one):

b. +/- 20 percent cost estimate contained in the Interconnection Facilities Study report.

c. +/- 10 percent cost estimate contained in the Interconnection Facilities Study report.

Interconnecting Transmission Owner and System Operator shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study Report to the Interconnection Customer within the following number of days after receipt of an executed copy of this Interconnection Facilities Study Agreement:

- ninety (90) Calendar Days with no more than a +/- 20 percent cost estimate contained in the report, or

- one hundred eighty (180) Calendar Days with no more than a +/- 10 percent cost estimate contained in the report.

**DATA FORM TO BE PROVIDED BY INTERCONNECTION CUSTOMER**  
**WITH THE**  
**INTERCONNECTION FACILITIES STUDY AGREEMENT**

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

One set of metering is required for each generation connection to the new ring bus or existing New England Transmission System station. Number of generation connections:

On the one line indicate the generation capacity attached at each metering location. (Maximum load on Current Transformer/Power Transformer (“CT/PT”))

On the one line indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes \_\_\_\_\_ No \_\_\_\_\_

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes \_\_\_\_\_ No \_\_\_\_\_

(Please indicate on one line).

What type of control system or Power Line Carrier (“PLC”) will be located at the Interconnection Customer’s Small Generating Facility?

What protocol does the control system or PLC use?

Attachment B (page 2)  
Appendix 3  
Interconnection Facilities  
Study Agreement

Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

Line length from interconnection station to Interconnecting Transmission Owner's transmission line.

Tower number observed in the field. (Painted on tower leg)\*

Number of third party easements required for transmission lines\*:

\* To be completed in coordination with System Operator and Interconnecting Transmission Owner.

Is the Small Generating Facility in Interconnecting Transmission Owner's service area?

Yes      No      Local provider:

Please provide proposed schedule dates:

Begin Construction Date:

Generator step-up transformer Date:

Receives back feed power Date

Generation Testing Date:

Commercial Operation Date:

\_\_\_\_\_

**APPENDIX 4**  
**OPTIONAL INTERCONNECTION STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”).  
Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated \_\_\_\_\_; and

**WHEREAS**, Interconnection Customer is proposing to establish an interconnection to the Administered Transmission System; and

**WHEREAS**, Interconnection Customer has submitted to System Operator an Interconnection Request; and

**WHEREAS**, on or after the date when the Interconnection Customer receives the Interconnection System Impact Study results, Interconnection Customer has further requested that the System Operator and Interconnecting Transmission Owner prepare an Optional Interconnection Study.

**NOW, THEREFORE,** in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Small Generator Interconnection Procedures (“SGIP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).

2.0 Interconnection Customer elects and System Operator shall cause an Optional Interconnection Study consistent with Section 10.0 of the SGIP to be performed in accordance with the Tariff.

3.0 The scope of the Optional Interconnection Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Optional Interconnection Study shall be performed solely for informational purposes.

5.0 The Optional Interconnection Study report shall provide a sensitivity analysis based on the assumptions specified by the Interconnection Customer in Attachment A to this Agreement. The Optional Interconnection Study will identify Interconnecting Transmission Owner’s Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the assumptions specified by the Interconnection Customer in Attachment A.

In accordance with the SGIP, in performing the Optional Interconnection Study, the System Operator shall coordinate with Interconnecting Transmission Owner and Affected Parties and Internal Affected Parties, and shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

6.0 The Interconnection Customer is providing a deposit equal to 100 percent of the estimated cost of the study. Interconnecting Transmission Owner’s and System

Operator's good faith estimate for the time of completion of the Optional Interconnection Study is [insert date].

The total estimated cost of the performance of the Optional Interconnection Study consists of \$\_\_\_\_\_ which is comprised of the System Operator's estimated cost of \$\_\_\_\_\_ and the Interconnecting Transmission Owner's estimated cost of \$\_\_\_\_\_.

Any difference between the initial payment and the actual cost of the study shall be paid by or refunded to the Interconnection Customer, as appropriate. Upon receipt of the Optional Interconnection Study, System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Optional Interconnection Study. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of invoice.

#### 7.0 Miscellaneous.

7.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Optional Interconnection Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Optional Interconnection Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Optional Interconnection Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or

profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Optional Interconnection Study, the content of the Optional Interconnection Study, or the conclusions of the Optional Interconnection Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

### 7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission



Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owners under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the

indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Optional Interconnection Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Optional Interconnection Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located, without regard to any choice of laws provisions.

7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.

7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.

7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instances; rather, the same shall be and remain in full force and effect.

7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their  
duly authorized officers or agents on the day and year first above written.

System Operator

Interconnecting Transmission Owner

By:

By:

Title:

Title:

Date:

Date:

[Insert name of Interconnection Customer]

By:

Title:

Date:

\_\_\_\_\_

Attachment A

Appendix 4

Optional Interconnection

Study Agreement

ASSUMPTIONS USED IN CONDUCTING

THE OPTIONAL INTERCONNECTION STUDY

[To be completed by Interconnection Customer consistent with Section 10 of the SGIP.]

**APPENDIX 5 to SGIP**  
**TRANSITIONAL CLUSTER STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer”), and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”). System Operator, Interconnection Customer and Interconnecting Transmission Owner each may be referred to as a “Party,” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated \_\_\_\_\_;

**WHEREAS**, Interconnection Customer desires to interconnect the Small Generating Facility with the Administered Transmission System; and

**WHEREAS**, Interconnection Customer has requested Interconnecting Transmission Owner and System Operator to perform a “Transitional Cluster Study,” which combines the Cluster Study and Interconnection Facilities Study, in a single cluster study, followed by any needed restudies, to specify and estimate the cost of the equipment, engineering, procurement, and construction work needed to physically and electrically connect the Small Generating Facility to the Administered Transmission System; and

**WHEREAS**, Interconnection Customer has a valid Queue Position as of the {Transmission Provider to insert effective date of compliance filing}.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in this SGIP.

2.0 Interconnection Customer elects, and System Operator shall cause to be performed, a Transitional Cluster Study and Interconnection Customer elects that System Operator study the Small Generating Facility's request for.

Network Resource Interconnection Service (energy capability only)

Capacity Network Resource Interconnection Service (energy capability and capacity capability)

☐ Interconnection Customers seeking to complete studies for CNRIS for Interconnection Requests for which NRIS milestones have already been completed shall check this box and fill in the table below

<u>Service Level</u>	<u>Requested Net MW Capability at the Point of Interconnection</u>
<u>CNR Capability Summer</u>	
<u>CNR Capability Winter</u>	

☐ Interconnection Customer requests to be downgraded to Network Resource Interconnection Service where violations are identified in the thermal analysis associated with Capacity Network Resource Interconnection Service testing

3.0 The Transitional Cluster Study shall be based upon the technical information provided by Interconnection Customer in the Interconnection Request. System Operator reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Transitional Cluster Study and Interconnection Customer shall provide such data as quickly as reasonable.

4.0 Pursuant to Section 5.1.1.2 of this SGIP, the interim Transitional Cluster Study Report shall provide the information below:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- identification of any thermal overload or voltage limit violations resulting from the interconnection;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and
- Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades that are expected to be required as a result of the Interconnection Request(s) and a non-binding, good faith estimate of cost responsibility and a non-binding, good faith estimated time to construct.

5.0 Pursuant to Section 5.1.1.2 of this SGIP, the final Transitional Cluster Study Report shall: (1) provide all the information included in the interim Transitional Cluster Study Report; (2) provide a description of, estimated cost of, and schedule for required facilities to interconnect the Generating Facility to the Transmission System; and (3) address the short circuit, instability, and power flow issues identified in the interim Transitional Cluster Study Report.

6.0 Interconnection Customer has met the requirements described in Section 5.1.1.2 of this SGIP.

7.0 Interconnection Customer previously provided a deposit for the performance of Interconnection Studies. Interconnection Customer shall provide additional study deposits in the form described in Section 5.1.1.2. System Operator may invoice for additional costs as appropriate such that Interconnection Customer shall pay the actual costs of the Transitional Cluster Study. Any difference between the study deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, in accordance with the provisions of Section 13.3 of this SGIP.



## 8.0 Miscellaneous.

8.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

8.2 Disclaimer of Warranty. In preparing and/or participating in the Transitional Cluster Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Transitional Cluster Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Transitional Cluster Study ), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Transitional Cluster Study , the content of the Transitional Cluster Study , or the conclusions of the Transitional Cluster Study . Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

8.3 Force Majeure, Liability and Indemnification.

8.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the

System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

8.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

8.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities (“Losses”) by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

8.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Transitional Cluster Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

8.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Transitional Cluster Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the

Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.

8.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

8.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

8.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.

8.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.

8.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

8.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

8.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

8.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**ISO New England Inc.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**{Insert name of Interconnecting Transmission Owner }**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**{Insert name of Interconnection Customer}**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**APPENDIX 68 to SGIP**

**TRANSITIONAL SERIAL INTERCONNECTION FACILITIES STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”). Interconnection Customer, System Operator, and Interconnecting Transmission Owner each may be referred to as a “Party,” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated \_\_\_\_\_; and

**WHEREAS**, Interconnection Customer desires to interconnect the Small Generating Facility with the Administered Transmission System; and

**WHEREAS**, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to continue processing its Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement, and construction work needed to implement the conclusions of the final Cluster Study (from the previously effective serial study process) in accordance with Good Utility Practice to physically and electrically connect the Small Generating Facility to the Administered Transmission System; and

**WHEREAS**, System Operator has provided an Interconnection Facilities Study Agreement to the Interconnection Customer on or before {System Operator to insert effective date of compliance filing}.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in this SGIP.

2.0 Interconnection Customer elects and Interconnecting Transmission Owner shall cause to be performed an Interconnection Facilities Study consistent with Section 8 of this SGIP.

3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A to this Agreement, which shall be the same assumptions as the previous Interconnection Facilities Study Agreement executed by the Interconnection Customer.

4.0 The Interconnection Facilities Study Report shall: (1) provide a description, estimated cost of (consistent with Attachment A), and schedule for required facilities to interconnect the Small Generating Facility to the Administered Transmission System; and (2) address the short circuit, instability, and power flow issues identified in the most recently published Cluster Study Report.

5.0 Interconnection Customer has met the requirements described in Section 5.1.1.1 of this SGIP. The time for completion of the Interconnection Facilities Study is specified in Attachment A, and shall be no later than 150 Calendar Days after {System Operator to insert effective date accepted on compliance}.

6.0 Interconnection Customer previously provided a deposit of \_\_\_\_\_ dollars (\$ ) for the performance of the Interconnection Facilities Study.

7.0 Upon receipt of the Interconnection Facilities Study results, Interconnecting Transmission Owner shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Facilities Study.

8.0 Any difference between the study deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

## 9.0 Miscellaneous.

9.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

9.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Facilities Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Facilities Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Facilities Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Facilities Study, the content of the Interconnection Facilities Study, or the conclusions of the Interconnection Facilities Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

## 9.3 Force Majeure, Liability and Indemnification.

9.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is



hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

9.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

9.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities (“Losses”) by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

9.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Facilities Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

9.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection Facilities Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to

the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

9.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.

9.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

9.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

9.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.

9.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.

9.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

9.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

9.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

9.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a

third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**{Insert name of Interconnecting Transmission Owner }**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ISO New England Inc.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**{Insert name of Interconnection Customer}**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

|

**Attachment A to Appendix 68**  
**Transitional Serial Interconnection Facilities Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE TRANSITIONAL SERIAL**  
**INTERCONNECTION FACILITIES STUDY**

{ Assumptions to be completed by Interconnection Customer and Interconnecting Transmission Owner }

---

**APPENDIX 79 to SGIP**  
**TWO-PARTY AFFECTED SYSTEM STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer) and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (System Operator). Affected System Interconnection Customer and System Operatoreach may be referred to as a “Party,” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Affected System Interconnection Customer is proposing to develop a {description of generating facility or generating capacity addition to an existing generating facility} consistent with the interconnection request submitted by Affected System Interconnection Customer to {name of host transmission provider}, dated \_\_\_\_\_, for which {name of host transmission provider} found impacts on the New England Transmission System; and

**WHEREAS**, Affected System Interconnection Customer desires to interconnect the {generating facility} with {name of host transmission provider}’s transmission system;

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in this SGIP.
- 2.0 System Operator shall coordinate with Affected System Interconnection Customer to perform an Affected System Study consistent with Section 9 of this SGIP.
- 3.0 The scope of the Affected System Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Affected System Study will be based upon the technical information provided by Affected System Interconnection Customer and {name of host transmission provider}. System Operator reserves the right to request additional technical information from Affected System Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Affected System Study.

5.0 The Affected System Study shall provide the following information:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- identification of any thermal overload or voltage limit violations resulting from the interconnection;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection;
- non-binding, good faith estimated cost and time required to construct facilities required on the New England Transmission System to accommodate the interconnection of the {generating facility} to the transmission system of the host transmission provider; and
- description of how such facilities will address the identified short circuit, instability, and power flow issues.

6.0 Affected System Interconnection Customer shall provide a deposit of \_\_\_\_\_ for performance of the Affected System Study. Upon receipt of the results of the Affected System Study by the Affected System Interconnection Customer, System Operator shall charge, and Affected System Interconnection Customer shall pay, the actual cost of the Affected System Study. Any difference between the deposit and the actual cost of the Affected System Study shall be paid by or refunded to Affected System Interconnection Customer, as appropriate, including interest calculated in accordance with section 35.19a(a)(2) of FERC's regulations.



7.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Affected System Study Agreement, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Affected System Study Agreement (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Affected System Study Agreement), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Affected System Study Agreement, the content of the Affected System Study Agreement, or the conclusions of the Affected System Study Agreement. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the

System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents

from any and all damages, losses, claims and liabilities (“Losses”) by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

7.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Affected System Study Agreement shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Affected System Study Agreement is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

- 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their  
duly authorized officers or agents on the day and year first above written.

**ISO New England Inc.**

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**{Insert name of Affected System Interconnection Customer}**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Project No. \_\_\_\_\_

Attachment A to Appendix 79  
Two-Party Affected System Study Agreement

ASSUMPTIONS USED IN CONDUCTING THE  
AFFECTED SYSTEM STUDY

The Affected System Study will be based upon the following assumptions:

{ Assumptions to be completed by Affected System Interconnection Customer and System Operator }

---

**APPENDIX 810 to SGIP**  
**MULTIPARTY AFFECTED SYSTEM STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer); \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer); and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (System Operator). Affected System Interconnection Customers and Transmission Provider each may be referred to as a “Party,” or collectively as the “Parties.” When it is not important to differentiate among them, Affected System Interconnection Customers each may be referred to as “Affected System Interconnection Customer” or collectively as the “Affected System Interconnection Customers.”

**RECITALS**

**WHEREAS**, Affected System Interconnection Customers are proposing to develop {description of generating facilities or generating capacity additions to an existing generating facility}, consistent with the interconnection requests submitted by Affected System Interconnection Customers to {name of host transmission provider}, dated \_\_\_\_\_, for which {name of host transmission provider} found impacts on the New England Transmission System; and

**WHEREAS**, Affected System Interconnection Customers desire to interconnect the {generating facilities} with {name of host transmission provider}’s transmission system;

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

1.0 \_\_\_\_\_ When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in this SGIP.

2.0 System Operator shall coordinate with Affected System Interconnection Customers to perform an Affected System Study consistent with Section 9 of this SGIP.

3.0 The scope of the Affected System Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Affected System Study will be based upon the technical information provided by Affected System Interconnection Customers and {name of host transmission provider}. System Operator reserves the right to request additional technical information from Affected System Interconnection Customers as may reasonably become necessary consistent with Good Utility Practice during the course of the Affected System Study.

5.0 The Affected System Study shall provide the following information:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- identification of any thermal overload or voltage limit violations resulting from the interconnection;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection;
- non-binding, good faith estimated cost and time required to construct facilities required on the New England Transmission System to accommodate the interconnection of the {generating facilities} to the transmission system of the host transmission provider; and
- description of how such facilities will address the identified short circuit, instability, and power flow issues.

6.0 Affected System Interconnection Customers shall each provide a deposit of for performance of the Affected System Study. Upon receipt of the results of the



Affected System Study by the Affected System Interconnection Customers, System Operator shall charge, and Affected System Interconnection Customers shall pay, the actual cost of the Affected System Study. Any difference between the deposit and the actual cost of the Affected System Study shall be paid by or refunded to Affected System Interconnection Customers, as appropriate, including interest calculated in accordance with section 35.19a(a)(2) of FERC's regulations.

7.0 Miscellaneous

7.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Affected System Study Agreement, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Affected System Study Agreement (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Affected System Study Agreement), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Affected System Study Agreement, the content of the Affected System Study Agreement, or the conclusions of the Affected System Study Agreement. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any

incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

7.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Affected System Study Agreement shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

- 7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Affected System Study Agreement is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each

and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**ISO New England Inc.**

By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

**{Insert name of Affected System Interconnection Customer}**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Project No. \_\_\_\_\_

**{Insert name of Affected System Interconnection Customer}**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Project No. \_\_\_\_\_

Attachment A to Appendix 810  
Multiparty Affected System Study Agreement

ASSUMPTIONS USED IN CONDUCTING THE  
MULTIPARTY AFFECTED SYSTEM STUDY

The Affected System Study will be based upon the following assumptions:

{ Assumptions to be completed by Affected System Interconnection Customers and System Operator }

---

**APPENDIX 944 TO SGIP**

**TWO-PARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, organized and existing under the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer) and \_\_\_\_\_, an entity organized under the laws of the State of \_\_\_\_\_ (Interconnecting Transmission Owner). Affected System Interconnection Customer and Transmission Provider each may be referred to as a “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Affected System Interconnection Customer is proposing to develop a {description of generating facility or generating capacity addition to an existing generating facility} consistent with the interconnection request submitted by Affected System Interconnection Customer to {name of host transmission provider}, dated \_\_\_\_\_, for which {name of host transmission provider} found impacts on the New England Transmission System; and

**WHEREAS**, Affected System Interconnection Customer desires to interconnect the {generating facility} to {name of host transmission provider}’s transmission system; and

—

**WHEREAS**, additions, modifications, and upgrade(s) must be made to certain existing facilities of the New England Transmission System to accommodate such interconnection; and

**WHEREAS**, Affected System Interconnection Customer has requested, and Interconnecting Transmission Owner has agreed, to enter into this Agreement for the purpose of facilitating the construction of necessary Affected System Network Upgrade(s);

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

-

When used in this Agreement, with initial capitalization, the terms specified and not otherwise defined in this Agreement shall have the meanings indicated in this SGIP.

**ARTICLE 2**  
**TERM OF AGREEMENT**

-

**2.1 Effective Date.** This Agreement shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC.

-

**2.2 Term.**

-

**2.2.1 General.** This Agreement shall become effective as provided in Article 2.1 and shall continue in full force and effect until the earlier of (1) the Parties agree to mutually terminate this Agreement; (2) earlier termination is permitted or provided for under Appendix A of this Agreement; or (2) Affected System Interconnection Customer terminates this Agreement after providing Interconnecting Transmission Owner with written notice at least sixty (60) Calendar Days prior to the proposed termination date, provided that Affected System Interconnection Customer has no outstanding contractual obligations to Interconnecting Transmission Owner under this Agreement. No termination of this Agreement shall be effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination. The term of this Agreement may be adjusted upon mutual agreement of the Parties if (1) the commercial operation date for the {generating facility} is adjusted in accordance with the rules and procedures established by {name of host transmission provider} or (2) the in-service date for the Affected System Network Upgrade(s) is adjusted in accordance with the rules and procedures established by System Operator and Interconnecting Transmission Owner.

-

**2.2.2 Termination Upon Default.** Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 5 of this Agreement where Breach and Breaching Party are defined in Article 5. Defaulting Party shall mean the Party that is in Default. In the event of a Default by a Party, the non-Defaulting Party shall have the termination rights described in Articles 5 and 6; provided, however, Interconnecting Transmission Owner may not terminate this Agreement if Affected System



Interconnection Customer is the Defaulting Party and compensates Transmission Provider within thirty (30) Calendar Days for the amount of damages billed to Affected System Interconnection Customer by Interconnecting Transmission Owner for any such damages, including costs and expenses, incurred by Interconnecting Transmission Owner as a result of such Default.

-

**2.2.3 Consequences of Termination.** In the event of a termination by either Party, other than a termination by Affected System Interconnection Customer due to a Default by Interconnecting Transmission Owner, Affected System Interconnection Customer shall be responsible for the payment to Interconnecting Transmission Owner of all amounts then due and payable for construction and installation of the Affected System Network Upgrade(s) (including, without limitation, any equipment ordered related to such construction), plus all out-of-pocket expenses incurred by Interconnecting Transmission Owner in connection with the construction and installation of the Affected System Network Upgrade(s), through the date of termination, and, in the event of the termination of the entire Agreement, any actual costs which Interconnecting Transmission Owner reasonably incurs in (1) winding up work and construction demobilization and (2) ensuring the safety of persons and property and the integrity and safe and reliable operation of the New England Transmission System. Interconnecting Transmission Owner shall use Reasonable Efforts to minimize such costs.

-

**2.2.4 Reservation of Rights.** Interconnecting Transmission Owner shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Affected System Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

-

**2.3 Filing.** Interconnecting Transmission Owner shall file this Agreement (and any amendment hereto) with the appropriate Governmental Authority, if required. Affected System Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of

Article 8. If Affected System Interconnection Customer has executed this Agreement, or any amendment thereto, Affected System Interconnection Customer shall reasonably cooperate with Interconnecting Transmission Owner with respect to such filing and to provide any information reasonably requested by Interconnecting Transmission Owner needed to comply with applicable regulatory requirements.

-

**2.4 Survival.** This Agreement shall continue in effect after termination, to the extent necessary, to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this Agreement; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this Agreement or other applicable agreements, to disconnect, remove, or salvage its own facilities and equipment.

-

**2.5 Termination Obligations.** Upon any termination pursuant to this Agreement, Affected System Interconnection Customer shall be responsible for the payment of all costs or other contractual obligations incurred prior to the termination date, including previously incurred capital costs, penalties for early termination, and costs of removal and site restoration.

-

### **ARTICLE 3**

#### **CONSTRUCTION OF AFFECTED SYSTEM NETWORK UPGRADE(S)**

-

##### **3.1 Construction.**

-

**3.1.1 Interconnecting Transmission Owner Obligations.** Interconnecting Transmission Owner shall (or shall cause such action to) design, procure, construct, and install, and Affected System Interconnection Customer shall pay, consistent with Article 3.2, the costs of all Affected System Network Upgrade(s) identified in Appendix A. All Affected System Network Upgrade(s) designed, procured, constructed, and installed by Interconnecting Transmission Owner pursuant to this Agreement shall satisfy all requirements of applicable safety and/or engineering codes and comply with Good Utility Practice, and further, shall satisfy all Applicable Laws and Regulations. Interconnecting Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, or any Applicable Laws and Regulations.

-

### **3.1.2 Suspension of Work.**

-

**3.1.2.1 Right to Suspend.** Affected System Interconnection Customer must provide to Interconnecting Transmission Owner written notice of its request for suspension. Only the milestones described in the Appendices of this Agreement are subject to suspension under this Article 3.1.2. Affected System Network Upgrade(s) will be constructed on the schedule described in the Appendices of this Agreement unless: (1) construction is prevented by the order of a Governmental Authority; (2) the Affected System Network Upgrade(s) are not needed by any other Interconnection Customer; or (3) Interconnecting Transmission Owner determines that a Force Majeure event prevents construction. In the event of (1), (2), or (3), any security paid to Interconnecting Transmission Owner under Article 4.1 of this Agreement shall be released by Interconnecting Transmission Owner upon the determination by Interconnecting Transmission Owner that the Affected System Network Upgrade(s) will no longer be constructed. If suspension occurs, Affected System Interconnection Customer shall be responsible for the costs which Interconnecting Transmission Owner incurs (i) in accordance with this Agreement prior to the suspension; (ii) in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of New England Transmission System and, if applicable, any costs incurred in connection with the cancellation of contracts and orders for material which Interconnecting Transmission Owner cannot reasonably avoid; and (iii) reasonably incurs in winding up work and construction demobilization; provided, however, that, prior to canceling any such contracts or orders, Interconnecting Transmission Owner shall obtain Affected System Interconnection Customer's authorization. Affected System Interconnection Customer shall be responsible for all costs incurred in connection with Affected System Interconnection Customer's failure to authorize cancellation of such contracts or orders.

-

Interest on amounts paid by Affected System Interconnection Customer to Interconnecting Transmission Owner for the design, procurement, construction, and installation of the Affected System Network Upgrade(s) shall not accrue during periods in which Affected System Interconnection Customer has suspended construction under this Article 3.1.2.

Interconnecting Transmission Owner shall invoice Affected System Interconnection Customer pursuant to Article 4 and will use Reasonable Efforts to minimize its costs. In the event Affected System Interconnection Customer suspends work by Affected System Interconnecting Transmission Owner required under this Agreement pursuant to this Article 3.1.2.1, and has not requested Affected System

Interconnecting Transmission Owner to recommence the work required under this Agreement on or before the expiration of three (3) years following commencement of such suspension, this Agreement shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Affected System Interconnecting Transmission Owner, whichever is earlier, if no effective date of suspension is specified.

**3.1.3 Construction Status.** Interconnecting Transmission Owner shall keep Affected System Interconnection Customer advised periodically as to the progress of its design, procurement and construction efforts, as described in Appendix A. Affected System Interconnection Customer may, at any time and reasonably, request a progress report from Interconnecting Transmission Owner. If, at any time, Affected System Interconnection Customer determines that the completion of the Affected System Network Upgrade(s) will not be required until after the specified in-service date, Affected System Interconnection Customer will provide written notice to Interconnecting Transmission Owner of such later date upon which the completion of the Affected System Network Upgrade(s) would be required. Interconnecting Transmission Owner may delay the in-service date of the Affected System Network Upgrade(s) accordingly.

-

**3.1.4 Timely Completion.** Interconnecting Transmission Owner shall use Reasonable Efforts to design, procure, construct, install, and test the Affected System Network Upgrade(s) in accordance with the schedule set forth in Appendix A, which schedule may be revised from time to time by mutual agreement of the Parties. If any event occurs that will affect the time or ability to complete the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall promptly notify Affected System Interconnection Customer. In such circumstances, Interconnecting Transmission Owner shall, within fifteen (15) Calendar Days of such notice, convene a meeting with Affected System Interconnection Customer to evaluate the alternatives available to Affected System Interconnection Customer. Interconnecting Transmission Owner shall also make available to Affected System Interconnection Customer all studies and work papers related to the event and corresponding delay, including all information that is in the possession of Interconnecting Transmission Owner that is reasonably needed by Affected System Interconnection Customer to evaluate alternatives, subject to confidentiality arrangements consistent with Article 8. Interconnecting Transmission Owner shall, at Affected System Interconnection Customer's request and expense, use Reasonable Efforts to accelerate its work under this Agreement to meet the schedule set forth in Appendix A, provided that (1) Affected System

Interconnection Customer authorizes such actions, such authorization to be withheld, conditioned, or delayed by Affected System Interconnection Customer only if it can demonstrate that the acceleration would have a material adverse effect on it; and (2) the Affected System Interconnection Customer funds costs associated therewith in advance.

-

### **3.2 Interconnection Costs.**

-

**3.2.1 Costs.** Affected System Interconnection Customer shall pay to Interconnecting Transmission Owner costs (including taxes and financing costs) associated with seeking and obtaining all necessary approvals and of designing, engineering, constructing, and testing the Affected System Network Upgrade(s), as identified in Appendix A, in accordance with the cost recovery method provided herein. Unless Interconnecting Transmission Owner elects to fund the Affected System Network Upgrade(s), they shall be funded by Affected System Interconnection Customer.

—

**3.2.1.1 Lands of Other Property Owners.** If any part of the Affected System Network Upgrade(s) is to be installed on property owned by persons other than Affected System Interconnection Customer or Interconnecting Transmission Owner, Interconnecting Transmission Owner shall, at Affected System Interconnection Customer's expense, use efforts similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority to the extent permitted and consistent with Applicable Laws and Regulations and, to the extent consistent with such Applicable Laws and Regulations, to procure from such persons any rights of use, licenses, rights-of-way, and easements that are necessary to construct, operate, maintain, test, inspect, replace, or remove the Affected System Network Upgrade(s) upon such property.

-

—

### **3.3 Taxes.**

-

**3.3.1 Indemnification for Contributions in Aid of Construction.** With regard only to payments made by Affected System Interconnection Customer to Interconnecting Transmission Owner for the installation of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall not include a gross-up for income taxes in the amounts it charges Affected System Interconnection Customer for the installation of the Affected System Network Upgrade(s) unless (1) Interconnecting Transmission Owner has determined, in good faith, that the payments or property transfers made by Affected System

Interconnection Customer to Interconnecting Transmission Owner should be reported as income subject to taxation, or (2) any Governmental Authority directs Interconnecting Transmission Owner to report payments or property as income subject to taxation. Affected System Interconnection Customer shall reimburse Interconnecting Transmission Owner for such costs on a fully grossed-up basis, in accordance with this Article, within thirty (30) Calendar Days of receiving written notification from Interconnecting Transmission Owner of the amount due, including detail about how the amount was calculated.

-

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten (10)-year testing period and the applicable statute of limitation, as it may be extended by Interconnecting Transmission Owner upon request of the Internal Revenue Service, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article. Notwithstanding the foregoing provisions of this Article 3.3.1, and to the extent permitted by law, to the extent that the receipt of such payments by Interconnecting Transmission Owner is determined by any Governmental Authority to constitute income by Interconnecting Transmission Owner subject to taxation, Affected System Interconnection Customer shall protect, indemnify, and hold harmless Interconnecting Transmission Owner and its Affiliates, from all claims by any such Governmental Authority for any tax, interest, and/or penalties associated with such determination. Upon receiving written notification of such determination from the Governmental Authority, Interconnecting Transmission Owner shall provide Affected System Interconnection Customer with written notification within thirty (30) Calendar Days of such determination and notification. Interconnecting Transmission Owner, upon the timely written request by Affected System Interconnection Customer and at Affected System Interconnection Customer's expense, shall appeal, protest, seek abatement of, or otherwise oppose such determination. Interconnecting Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the compromise or settlement of the claim; provided that Interconnecting Transmission Owner shall cooperate and consult in good faith with Affected System Interconnection Customer regarding the conduct of such contest. Affected System Interconnection Customer shall not be required to pay Interconnecting Transmission Owner for the tax, interest, and/or penalties prior to the seventh (7th) Calendar Day before the date on which Interconnecting Transmission Owner (1) is required to pay the tax, interest, and/or penalties or other amount in lieu thereof pursuant to a compromise or settlement of the appeal, protest, abatement, or other contest; (2) is required to pay the tax, interest, and/or penalties as the result of a final, non-appealable order by a Governmental Authority; or (3) is required to pay the tax, interest, and/or penalties as a prerequisite to an appeal, protest, abatement, or other contest.

In the event such appeal, protest, abatement, or other contest results in a determination that Interconnecting Transmission Owner is not liable for any portion of any tax, interest, and/or penalties for which Affected System Interconnection Customer has already made payment to Interconnecting Transmission Owner, Interconnecting Transmission Owner shall promptly refund to Affected System Interconnection Customer any payment attributable to the amount determined to be non-taxable, plus any interest (calculated in accordance with 18 CFR 35.19a(a)(2)(iii)) or other payments Interconnecting Transmission Owner receives or which Interconnecting Transmission Owner may be entitled with respect to such payment. Affected System Interconnection Customer shall provide Interconnecting Transmission Owner with credit assurances sufficient to meet Affected System Interconnection Customer's estimated liability for reimbursement of Interconnecting Transmission Owner for taxes, interest, and/or penalties under this Article 3.3.1. Such estimated liability shall be stated in Appendix A.

-

To the extent that Interconnecting Transmission Owner is a limited liability company and not a corporation, and has elected to be taxed as a partnership, then the following shall apply: Interconnecting Transmission Owner represents, and the Parties acknowledge, that Interconnecting Transmission Owner is a limited liability company and is treated as a partnership for federal income tax purposes. Any payment made by Affected System Interconnection Customer to Interconnecting Transmission Owner for Affected System Network Upgrade(s) is to be treated as an upfront payment. It is anticipated by the Parties that any amounts paid by Affected System Interconnection Customer to Interconnecting Transmission Owner for Affected System Network Upgrade(s) will be reimbursed to Affected System Interconnection Customer in accordance with the terms of this Agreement, provided Affected System Interconnection Customer fulfills its obligations under this Agreement.

---

**3.3.2 Private Letter Ruling.** At Affected System Interconnection Customer's request and expense, Interconnecting Transmission Owner shall file with the Internal Revenue Service a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Affected System Interconnection Customer to Interconnecting Transmission Owner under this Agreement are subject to federal income taxation. Affected System Interconnection Customer will prepare the initial draft of the request for a private letter ruling and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Affected System Interconnection Customer's knowledge. Interconnecting Transmission Owner and Affected System Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

-



**3.3.3 Other Taxes.** Upon the timely request by Affected System Interconnection Customer, and at Affected System Interconnection Customer's sole expense, Interconnecting Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Interconnecting Transmission Owner for which Affected System Interconnection Customer may be required to reimburse Interconnecting Transmission Owner under the terms of this Agreement. Affected System Interconnection Customer shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, Interconnecting Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Affected System Interconnection Customer and Interconnecting Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Affected System Interconnection Customer to Interconnecting Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Affected System Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Interconnecting Transmission Owner. Each Party shall cooperate with the other Party to maintain each Party's tax status. Nothing in this Agreement is intended to adversely affect any Party's tax-exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds, as described in section 142(f) of the Internal Revenue Code.

## **ARTICLE 4**

### **SECURITY, BILLING, AND PAYMENTS**

-

**4.1 Provision of Security.** By the earlier of (1) thirty (30) Calendar Days prior to the due date for Affected System Interconnection Customer's first payment under the payment schedule specified in Appendix A, or (2) the first date specified in Appendix A for the ordering of equipment by Interconnecting Transmission Owner for installing the Affected System Network Upgrade(s), Affected System Interconnection Customer shall provide Interconnecting Transmission Owner, at Affected System Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Interconnecting Transmission Owner. Such security for payment shall be in an amount sufficient to cover the costs for constructing, procuring, and installing the applicable portion of Affected System Network Upgrade(s) and shall be reduced on a dollar-for-dollar basis for payments made to Interconnecting Transmission Owner for these purposes.



The guarantee must be made by an entity that meets the creditworthiness requirements of Interconnecting Transmission Owner and contain terms and conditions that guarantee payment of any amount that may be due from Affected System Interconnection Customer, up to an agreed-to maximum amount. The letter of credit must be issued by a financial institution reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date. The surety bond must be issued by an insurer reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

-

**4.2 Invoice.** Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due, if any, for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this Agreement, including interest payments, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

-

**4.3 Payment.** Invoices shall be rendered to the paying Party at the address specified by the Parties. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by a Party will not constitute a waiver of any rights or claims that Party may have under this Agreement.

-

**4.4 Final Invoice.** Within six (6) months after completion of the construction of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall provide an invoice of the final cost of the construction of the Affected System Network Upgrade(s) and shall set forth such costs in sufficient detail to enable Affected System Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Interconnecting Transmission Owner shall refund, with interest (calculated in accordance with 18 CFR 35.19a(a)(2)(iii)), to Affected System Interconnection Customer any amount by which the actual payment by Affected System Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

-

**4.5 Interest.** Interest on any unpaid amounts shall be calculated in accordance with 18 CFR 35.19a(a)(2)(iii).

-

**4.6 Payment During Dispute.** In the event of a billing dispute among the Parties, Interconnecting Transmission Owner shall continue to construct the Affected System Network Upgrade(s) under this Agreement as long as Affected System Interconnection Customer: (1) continues to make all payments not in dispute; and (2) pays to Interconnecting Transmission Owner or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Affected System Interconnection Customer fails to meet these two requirements, then Interconnecting Transmission Owner may provide notice to Affected System Interconnection Customer of a Default pursuant to Article 5. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to another Party shall pay the amount due with interest calculated in accordance with the methodology set forth in 18 CFR 35.19a(a)(2)(iii).

-

## **ARTICLE 5**

### **BREACH, CURE AND DEFAULT**

-

**5.1 Events of Breach.** A Breach of this Agreement shall include the:

-

(a) Failure to pay any amount when due;

-

(b) Failure to comply with any material term or condition of this Agreement, including but not limited to any material Breach of a representation, warranty, or covenant made in this Agreement;

-

(c) Failure of a Party to provide such access rights, or a Party's attempt to revoke access or terminate such access rights, as provided under this Agreement; or

-

(d) Failure of a Party to provide information or data to another Party as required under this Agreement, provided the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

-

**5.2 Definition.** Breaching Party shall mean the Party that is in Breach.

**5.3 Notice of Breach, Cure, and Default.** Upon the occurrence of an event of Breach, the Party not in Breach, when it becomes aware of the Breach, shall give written notice of the Breach to the Breaching Party and to any other person representing a Party to this Agreement identified in writing to the other Party in advance. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach.

-

**5.3.1** Upon receiving written notice of the Breach hereunder, the Breaching Party shall have a period to cure such Breach (hereinafter referred to as the “Cure Period”) which shall be sixty (60) Calendar Days.

-

**5.3.2** In the event the Breaching Party fails to cure within the Cure Period, the Breaching Party will be in Default of this Agreement, and the non-Defaulting Party may terminate this Agreement in accordance with Article 6.2 of this Agreement or take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreement, or covenants under this Agreement.

-

**5.4 Rights in the Event of Default.** Notwithstanding the foregoing, upon the occurrence of a Default, the non-Defaulting Party shall be entitled to exercise all rights and remedies it may have in equity or at law.

-

## **ARTICLE 6**

### **TERMINATION OF AGREEMENT**

-

**6.1 Expiration of Term.** Except as otherwise specified in this Article 6, the Parties’ obligations under this Agreement shall terminate at the conclusion of the term of this Agreement.

-

**6.2 Termination.** In addition to the termination provisions set forth in Article 2.2, a Party may terminate this Agreement upon the Default of the other Party in accordance with Article 5.2.2 of this Agreement. Subject to the limitations set forth in Article 6.3, in the event of a Default, the termination of this Agreement by the non-Defaulting Party shall require a filing at FERC of a notice of termination, which filing must be accepted for filing by FERC.

-

**6.3 Disposition of Facilities Upon Termination of Agreement.**

-

**6.3.1 Interconnecting Transmission Owner Obligations.** Upon termination of this Agreement, unless otherwise agreed to by the Parties in writing, Interconnecting Transmission Owner:

-

(a) shall, prior to the construction and installation of any portion of the Affected System Network Upgrade(s) and to the extent possible, cancel any pending orders of, or return, such equipment or material for such Affected System Network Upgrade(s);

-

(b) may keep in place any portion of the Affected System Network Upgrade(s) already constructed and installed; and,

-

(c) shall perform such work as may be necessary to ensure the safety of persons and property and to preserve the integrity of New England Transmission System (e.g., construction demobilization to return the system to its original state, wind-up work).

-

**6.3.2 Affected System Interconnection Customer Obligations.** Upon billing by Interconnecting Transmission Owner, Affected System Interconnection Customer shall reimburse Interconnecting Transmission Owner for any costs incurred by Interconnecting Transmission Owner in performance of the actions required or permitted by Article 6.3.1 and for the cost of any Affected System Network Upgrade(s) described in Appendix A. Interconnecting Transmission Owner shall use Reasonable Efforts to minimize costs and shall offset the amounts owed by any salvage value of facilities, if applicable. Affected System Interconnection Customer shall pay these costs pursuant to Article 4.3 of this Agreement.

-

**6.3.3 Pre-construction or Installation.** Upon termination of this Agreement and prior to the construction and installation of any portion of the Affected System Network Upgrade(s), Interconnecting Transmission Owner may, at its option, retain any portion of such Affected System Network Upgrade(s) not cancelled or returned in accordance with Article 6.3.1(a), in which case Interconnecting Transmission Owner shall be responsible for all costs associated with procuring such Affected System Network Upgrade(s). To the extent that Affected System Interconnection Customer has already paid Interconnecting Transmission Owner for any or all of such costs, Interconnecting Transmission Owner shall refund Affected System Interconnection Customer for those payments. If Interconnecting Transmission Owner elects to not retain any portion of such facilities, Interconnecting Transmission

Owner shall convey and make available to Affected System Interconnection Customer such facilities as soon as practicable after Affected System Interconnection Customer's payment for such facilities.

-

**6.4 Survival of Rights.** Termination or expiration of this Agreement shall not relieve either Party of any of its liabilities and obligations arising hereunder prior to the date termination becomes effective, and each Party may take whatever judicial or administrative actions as appear necessary or desirable to enforce its rights hereunder. The applicable provisions of this Agreement will continue in effect after expiration, or early termination hereof to the extent necessary to provide for (1) final billings, billing adjustments, and other billing procedures set forth in this Agreement; (2) the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and (3) the confidentiality provisions set forth in Article 8.

-

## **ARTICLE 7**

### **SUBCONTRACTORS**

-

**7.1 Subcontractors.** Nothing in this Agreement shall prevent a Party from utilizing the services of subcontractors, as it deems appropriate, to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services, and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

-

**7.1.1 Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. In accordance with the provisions of this Agreement, each Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor it hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon a Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

-

**7.1.2 No Third-Party Beneficiary.** Except as may be specifically set forth to the contrary herein, no subcontractor or any other party is intended to be, nor will it be deemed to be, a third-party beneficiary of this Agreement.

-

**7.1.3 No Limitation by Insurance.** The obligations under this Article 7 will not be limited in any way by any limitation of any insurance policies or coverages, including any subcontractor's insurance.

## **ARTICLE 8**

### **CONFIDENTIALITY**

-

**8.1 Confidentiality.** Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied to the other Party prior to the execution of this Agreement.

-

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential. The Parties shall maintain as confidential any information that is provided and identified by a Party as Critical Energy Infrastructure Information (CEII), as that term is defined in 18 CFR 388.113(c).

-

Such confidentiality will be maintained in accordance with this Article 8. If requested by the receiving Party, the disclosing Party shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

-

**8.1.1 Term.** During the term of this Agreement, and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in this Article 8 or with regard to CEII, each Party shall hold in confidence and shall not disclose to any person Confidential Information. CEII shall be treated in accordance with FERC policies and regulations.

-

**8.1.2 Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a non-Party,

who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this Agreement; or (6) is required, in accordance with Article 8.1.6 of this Agreement, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this Agreement. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the receiving Party that it no longer is confidential.

-

**8.1.3 Release of Confidential Information.** No Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, agents, consultants, or to non-Parties that may be or are considering providing financing to or equity participation with Affected System Interconnection Customer, or to potential purchasers or assignees of Affected System Interconnection Customer, on a need-to-know basis in connection with this Agreement, unless such person has first been advised of the confidentiality provisions of this Article 8 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 8.

-

**8.1.4 Rights.** Each Party shall retain all rights, title, and interest in the Confidential Information that it discloses to the receiving Party. The disclosure by a Party to the receiving Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

-

**8.1.5 Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication, or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.

-

**8.1.6 Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential

Information, that Party shall provide the disclosing Party with prompt notice of such request(s) or requirement(s) so that the disclosing Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

-

**8.1.7 Termination of Agreement.** Upon termination of this Agreement for any reason, each Party shall, within ten (10) Business Days of receipt of a written request from the other Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the requesting Party) or return to the requesting Party any and all written or electronic Confidential Information received from the requesting Party, except that each Party may keep one copy for archival purposes, provided that the obligation to treat it as Confidential Information in accordance with this Article 8 shall survive such termination.

-

**8.1.8 Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article 8. Each Party accordingly agrees that the disclosing Party shall be entitled to equitable relief, by way of injunction or otherwise, if the receiving Party Breaches or threatens to Breach its obligations under this Article 8, which equitable relief shall be granted without bond or proof of damages, and the breaching Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 8, but it shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. Neither Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 8.

-

**8.1.9 Disclosure to FERC, its Staff, or a State Regulatory Body.** Notwithstanding anything in this Article 8 to the contrary, and pursuant to 18 CFR 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR 388.112, request that the information be treated



as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party to this Agreement prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Party to the Agreement when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

-

**8.1.10** Subject to the exception in Article 8.1.9, any information that a disclosing Party claims is competitively sensitive, commercial, or financial information under this Agreement shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent disclosure is (1) required by law; (2) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (3) otherwise permitted by consent of the disclosing Party, such consent not to be unreasonably withheld; or (4) necessary to fulfill its obligations under this Agreement or as the Interconnecting Transmission Owner or a balancing authority, including disclosing the Confidential Information to a regional or national reliability organization. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this subparagraph, or if any non-Party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the Party that received the Confidential Information from the disclosing Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order, or other reasonable measures.

-

## **ARTICLE 9**

### **INFORMATION ACCESS AND AUDIT RIGHTS**

-

**9.1 Information Access.** Each Party shall make available to the other Party information necessary to verify the costs incurred by the other Party for which the requesting Party is responsible under this Agreement and carry out obligations and responsibilities under this Agreement, provided that the Parties

shall not use such information for purposes other than those set forth in this Article 9.1 and to enforce their rights under this Agreement.

-

**9.2 Audit Rights.** Subject to the requirements of confidentiality under Article 8 of this Agreement, the accounts and records related to the design, engineering, procurement, and construction of the Affected System Network Upgrade(s) shall be subject to audit during the period of this Agreement and for a period of twenty-four (24) months following Interconnecting Transmission Owner's issuance of a final invoice in accordance with Article 4.4. Affected System Interconnection Customer at its expense shall have the right, during normal business hours, and upon prior reasonable notice to Interconnecting Transmission Owner, to audit such accounts and records. Any audit authorized by this Article 9.2 shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to obligations under this Agreement.

-

## **ARTICLE 10**

### **NOTICES**

-

**10.1 General.** Any notice, demand, or request required or permitted to be given by a Party to the other Party, and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party, may be so given, tendered, or delivered, as the case may be, by depositing the same with the United States Postal Service with postage prepaid, for transmission by certified or registered mail, addressed to the Parties, or personally delivered to the Parties, at the address set out below:

-

To Interconnecting Transmission Owner:

-

To Affected System Interconnection Customer:

-

**10.2 Billings and Payments.** Billings and payments shall be sent to the addresses shown in Article 10.1 unless otherwise agreed to by the Parties.

-

**10.3 Alternative Forms of Notice.** Any notice or request required or permitted to be given by a Party to the other Party and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out below:

-

To Interconnecting Transmission Owner:

-

-

-

To Affected System Interconnection Customer:

**10.4 Execution and Filing.** Affected System Interconnection Customer shall either: (i) execute two originals of this tendered Agreement and return them to Interconnecting Transmission Owner; or (ii) request in writing that Interconnecting Transmission Owner file with FERC this Agreement in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either the two executed originals of this tendered Agreement (if it does not conform with a FERC-approved standard form of this Agreement) or the request to file this Agreement unexecuted, Interconnecting Transmission Owner shall file this Agreement with FERC, together with its explanation of any matters as to which Affected System Interconnection Customer and Interconnecting Transmission Owner disagree and support for the costs that Interconnecting Transmission Owner proposes to charge to Affected System Interconnection Customer under this Agreement. An unexecuted version of this Agreement should contain terms and conditions deemed appropriate by Interconnecting Transmission Owner for the Affected System Interconnection Customer's generating facility. If the Parties agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted version of this Agreement, they may proceed pending FERC action.

-

## **ARTICLE 11**

### **MISCELLANEOUS**

**11.1 Accuracy of Information.** Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party

represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

**11.2 Disclaimer of Warranty.** In conducting the duties described herein, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in carrying out such responsibilities. Affected System Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

**11.3 Force Majeure, Liability and Indemnification.**

**11.3.1 Force Majeure.** Neither Interconnecting Transmission Owner nor an Affected System Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

**11.3.2 Liability.** Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Affected System Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Affected System Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the

extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Affected System Interconnection Customer has claims against Interconnecting Transmission Owner, the Affected System Interconnection Customer may only look to the assets of Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of Interconnecting Transmission Owner or Affiliate of either who, the Affected System Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of Interconnecting Transmission Owner or Affiliate of either. In no event shall Interconnecting Transmission Owner or any Affected System Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Affected System Interconnection Customer's obligations under the Indemnification section below.

**11.3.3 Indemnification.** Affected System Interconnection Customer shall at all times indemnify, defend, and save harmless the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Affected System Interconnection Customer, or the actions or omissions of the Affected System Interconnection Customer in connection with this Agreement, except in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Affected System Interconnection Customer to indemnify Interconnecting Transmission Owners shall be several, and not joint or joint and several.

**11.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.

**11.5 Severability.** In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

**11.6 Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

**11.7 Amendment.** No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.

**11.8 Independent Contractor.** Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

**11.9 No Implied Waivers.** The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

**11.10 Successors and Assigns.** This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

**11.11 Due Authorization.** Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

[Signature Page to Follow]

---

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple originals, each of which shall constitute and be an original Agreement among the Parties.

-

-

Interconnecting Transmission Owner

**{Interconnecting Transmission Owner}**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

-

-

Affected System Interconnection Customer

**{Affected System Interconnection Customer}**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

-

-

Project No. \_\_\_\_\_

\_\_\_\_\_



Two-Party Affected System Facilities Construction Agreement

AFFECTED SYSTEM NETWORK UPGRADE(S), COST ESTIMATES AND RESPONSIBILITY,  
CONSTRUCTION SCHEDULE AND MONTHLY PAYMENT SCHEDULE

-

This Appendix A is a part of the Affected System Facilities Construction Agreement between Affected System Interconnection Customer and Interconnecting Transmission Owner.

-

1.1 Affected System Network Upgrade(s) to be installed by Interconnecting Transmission Owner.

{description}

-

1.2 First Equipment Order (including permitting).

{description}

-

1.2.1. Permitting and Land Rights – Interconnecting Transmission Owner Affected System Network Upgrade(s)

{description}

-

1.3 Construction Schedule. Where applicable, construction of the Affected System Network Upgrade(s) is scheduled as follows and will be periodically updated as necessary:

-

Table 1: Interconnecting Transmission Owner Construction Activities

<u>MILESTONE NUMBER</u>	<u>DESCRIPTION</u>	<u>START DATE</u>	<u>END DATE</u>
-	-	-	-
-	-	-	-

-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

-

-

Note: Construction schedule assumes that Interconnecting Transmission Owner has obtained final authorizations and security from Affected System Interconnection Customer and all necessary permits from Governmental Authorities as necessary prerequisites to commence construction of any of the Affected System Network Upgrade(s).

-

#### **1.4 Payment Schedule.**

-

##### **1.4.1 Timing of and Adjustments to Affected System Interconnection Customer's Payments and Security.**

-

**{description}**

**1.4.2 Monthly Payment Schedule.** Affected System Interconnection Customer's payment schedule is as follows.

**{description}**

-

**Table 2: Affected System Interconnection Customer's Payment/Security Obligations for Affected System Network Upgrade(s).**

<b><u>MILESTONE NUMBER</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>DATE</u></b>
	-	-
-	-	-
-	-	-

-	-	-
-	-	-
-	-	-

-

-

Note: Affected System Interconnection Customer’s payment or provision of security as provided in this Agreement operates as a condition precedent to Interconnecting Transmission Owner’s obligations to construct any Affected System Network Upgrade(s), and failure to meet this schedule will constitute a Breach pursuant to Article 5.1 of this Agreement.

-

**1.5 Permits, Licenses, and Authorizations.**

**{description}**

Attachment B to Appendix 941  
Two-Party Affected System Facilities Construction Agreement

NOTIFICATION OF COMPLETED CONSTRUCTION

-

This Appendix B is a part of the Affected Systems Facilities Construction Agreement between Affected System Interconnection Customer and Interconnecting Transmission Owner. Where applicable, when Interconnecting Transmission Owner has completed construction of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall send notice to Affected System Interconnection Customer in substantially the form following:

-

{Date}

-

{Affected System Interconnection Customer Address}

-

Re: Completion of Affected System Network Upgrade(s)

-

Dear {Name or Title}:

-

This letter is sent pursuant to the Affected System Facilities Construction Agreement between {Interconnecting Transmission Owner} and {Affected System Interconnection Customer}, dated \_\_\_\_\_, 20\_\_\_\_.

-

On {Date}, Interconnecting Transmission Owner completed to its satisfaction all work on the Affected System Network Upgrade(s) required to facilitate the safe and reliable interconnection and operation of Affected System Interconnection Customer's {description of generating facility}. Interconnecting Transmission Owner confirms that the Affected System Network Upgrade(s) are in place.

-

Thank you.

-

{Signature}

{Interconnecting Transmission Owner Representative}

---

Attachment C to Appendix 941  
Two-Party Affected System Facilities Construction Agreement

EXHIBITS

This Appendix C is a part of the Affected System Facilities Construction Agreement among Affected  
System Interconnection Customer and Interconnecting Transmission Owner.

-

Exhibit A1

Interconnecting Transmission Owner Site Map

-

Exhibit A2

Site Plan

-

Exhibit A3

Affected System Network Upgrade(s) Plan & Profile

-

Exhibit A4

Estimated Cost of Affected System Network Upgrade(s)

-

-

-	<u>Location</u>	<u>Facilities to Be Constructed by Interconnecting Transmission Owner</u>	<u>Estimate in Dollars</u>
-	-	-	-
-	-	<u>Total:</u>	-

---

**APPENDIX 1042 TO SGIP**

**MULTIPARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among \_\_\_\_\_, organized and existing under the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer); \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer); and \_\_\_\_\_, an entity organized under the laws of the State of \_\_\_\_\_ (Interconnecting Transmission). Affected System Interconnection Customers and Interconnecting Transmission Owner each may be referred to as a “Party” or collectively as the “Parties.” When it is not important to differentiate among them, Affected System Interconnection Customers each may be referred to as “Affected System Interconnection Customer” or collectively as “Affected System Interconnection Customers.”

**RECITALS**

**WHEREAS**, Affected System Interconnection Customers are proposing to develop {description of generating facilities or generating capacity additions to an existing generating facility}, consistent with the interconnection requests submitted by Affected System Interconnection Customers to {name of host Interconnecting Transmission Owner}, dated \_\_\_\_\_, for which {name of host Interconnecting Transmission Owner} found impacts on New England Transmission System; and

**WHEREAS**, Affected System Interconnection Customers desire to interconnect the {generating facilities} to {name of host Interconnecting Transmission Owner}'s transmission system; and

—

**WHEREAS**, additions, modifications, and upgrade(s) must be made to certain existing facilities of New England Transmission System to accommodate such interconnection; and

**WHEREAS,** Affected System Interconnection Customers have requested, and Interconnecting Transmission Owner has agreed, to enter into this Agreement for the purpose of facilitating the construction of necessary Affected System Network Upgrade(s):

**NOW, THEREFORE,** in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

## **ARTICLE 1**

### **DEFINITIONS**

-

When used in this Agreement, with initial capitalization, the terms specified and not otherwise defined in this Agreement shall have the meanings indicated in this SGIP.

## **ARTICLE 2**

### **TERM OF AGREEMENT**

-

**2.1 Effective Date.** This Agreement shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC.

-

**2.2 Term.**

-

**2.2.1 General.** This Agreement shall become effective as provided in Article 2.1 and shall continue in full force and effect until the earlier of (1) the final repayment, where applicable, by Interconnecting Transmission Owner of the amount funded by Affected System Interconnection Customers for Interconnecting Transmission Owner's design, procurement, construction, and installation of the Affected System Network Upgrade(s) provided in Appendix A; (2) the Parties agree to mutually terminate this Agreement; (3) earlier termination is permitted or provided for under Appendix A of this Agreement; or (4) Affected System Interconnection Customers terminate this Agreement after providing Interconnecting Transmission Owner with written notice at least sixty (60) Calendar Days prior to the proposed termination date, provided that Affected System Interconnection Customers have no outstanding contractual obligations to Interconnecting Transmission Owner under this Agreement. No termination of this Agreement shall be effective until the Parties have complied with all Applicable Laws and

Regulations applicable to such termination. The term of this Agreement may be adjusted upon mutual agreement of the Parties if the commercial operation date(s) for the {generating facilities} is adjusted in accordance with the rules and procedures established by {name of host Interconnecting Transmission Owner} or the in-service date for the Affected System Network Upgrade(s) is adjusted in accordance with the rules and procedures established by Interconnecting Transmission Owner.

-

**2.2.2 Termination Upon Default.** Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 5 of this Agreement where Breach and Breaching Party are defined in Article 5. Defaulting Party shall mean the Party that is in Default. In the event of a Default by a Party, each non-Defaulting Party shall have the termination rights described in Articles 5 and 6; provided, however, Interconnecting Transmission Owner may not terminate this Agreement if an Affected System Interconnection Customer is the Defaulting Party and compensates Interconnecting Transmission Owner within thirty (30) Calendar Days for the amount of damages billed to Affected System Interconnection Customer(s) by Interconnecting Transmission Owner for any such damages, including costs and expenses incurred by Interconnecting Transmission Owner as a result of such Default. Notwithstanding the foregoing, Default by one or more Affected System Interconnection Customers shall not provide the other Affected System Interconnection Customer(s), either individually or in concert, with the right to terminate the entire Agreement. The non-Defaulting Party/Parties may, individually or in concert, initiate the removal of an Affected System Interconnection Customer that is a Defaulting Party from this Agreement. Interconnecting Transmission Owner shall not terminate this Agreement or the participation of any Affected System Interconnection Customer without provision being made for Interconnecting Transmission Owner to be fully reimbursed for all of its costs incurred under this Agreement.

-

**2.2.3 Consequences of Termination.** In the event of a termination by a Party, other than a termination by Affected System Interconnection Customer(s) due to a Default by Interconnecting Transmission Owner, each Affected System Interconnection Customer whose participation in this Agreement is terminated shall be responsible for the payment to Interconnecting Transmission Owner of all amounts then due and payable for construction and installation of the Affected System Network Upgrade(s) (including, without limitation, any equipment ordered related to such construction), plus all out-of-pocket expenses incurred by Interconnecting Transmission Owner in connection with the construction and installation of the Affected System Network Upgrade(s), through the date of termination, and, in the event of the termination of the entire Agreement, any actual costs which Interconnecting Transmission Owner reasonably incurs in (1) winding up work and construction demobilization and (2) ensuring the safety of



persons and property and the integrity and safe and reliable operation of New England Transmission System. Interconnecting Transmission Owner shall use Reasonable Efforts to minimize such costs. The cost responsibility of other Affected System Interconnection Customers shall be adjusted, as necessary, based on the payments by an Affected System Interconnection Customer that is terminated from the Agreement.

-

**2.2.4 Reservation of Rights.** Interconnecting Transmission Owner shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Affected System Interconnection Customers shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

-

**2.3 Filing.** Interconnecting Transmission Owner shall file this Agreement (and any amendment hereto) with the appropriate Governmental Authority, if required. Affected System Interconnection Customers may request that any information so provided be subject to the confidentiality provisions of Article 8. Each Affected System Interconnection Customer that has executed this Agreement, or any amendment thereto, shall reasonably cooperate with Interconnecting Transmission Owner with respect to such filing and to provide any information reasonably requested by Interconnecting Transmission Owner needed to comply with applicable regulatory requirements.

-

**2.4 Survival.** This Agreement shall continue in effect after termination, to the extent necessary, to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this Agreement; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this Agreement or other applicable agreements, to disconnect, remove, or salvage its own facilities and equipment.

-

**2.5 Termination Obligations.** Upon any termination pursuant to this Agreement or termination of the participation in this Agreement of an Affected System Interconnection Customer, each Affected System Interconnection Customer shall be responsible for the payment of its proportionate share of all costs or other contractual obligations incurred prior to the termination date, including previously incurred capital costs, penalties for early termination, and costs of removal and site restoration. The cost responsibility of the other Affected System Interconnection Customers shall be adjusted as necessary.

-

### **ARTICLE 3**

#### **CONSTRUCTION OF AFFECTED SYSTEM NETWORK UPGRADE(S)**

-

##### **3.1 Construction.**

-

**3.1.1 Interconnecting Transmission Owner Obligations.** Interconnecting Transmission Owner shall (or shall cause such action to) design, procure, construct, and install, and Affected System Interconnection Customers shall pay, consistent with Article 3.2, the costs of all Affected System Network Upgrade(s) identified in Appendix A. All Affected System Network Upgrade(s) designed, procured, constructed, and installed by Interconnecting Transmission Owner pursuant to this Agreement shall satisfy all requirements of applicable safety and/or engineering codes and comply with Good Utility Practice, and further, shall satisfy all Applicable Laws and Regulations. Interconnecting Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, or any Applicable Laws and Regulations.

-

##### **3.1.2 Suspension of Work.**

-

**3.1.2.1 Right to Suspend.** Affected System Interconnection Customers must jointly provide to Interconnecting Transmission Owner written notice of their request for suspension. Only the milestones described in the Appendices of this Agreement are subject to suspension under this Article 3.1.2. Affected System Network Upgrade(s) will be constructed on the schedule described in the Appendices of this Agreement unless: (1) construction is prevented by the order of a Governmental Authority; (2) the Affected System Network Upgrade(s) are not needed by any other Interconnection Customer; or (3) Interconnecting Transmission Owner determines that a Force Majeure event prevents construction. In the

event of (1), (2), or (3), any security paid to Interconnecting Transmission Owner under Article 4.1 of this Agreement shall be released by Interconnecting Transmission Owner upon the determination by Interconnecting Transmission Owner that the Affected System Network Upgrade(s) will no longer be constructed. If suspension occurs, Affected System Interconnection Customers shall be responsible for the costs which Interconnecting Transmission Owner incurs (i) in accordance with this Agreement prior to the suspension; (ii) in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of New England Transmission System and, if applicable, any costs incurred in connection with the cancellation of contracts and orders for material which Interconnecting Transmission Owner cannot reasonably avoid; and (iii) reasonably incurs in winding up work and construction demobilization; provided, however, that, prior to canceling any such contracts or orders, Interconnecting Transmission Owner shall obtain Affected System Interconnection Customers' authorization. Affected System Interconnection Customers shall be responsible for all costs incurred in connection with Affected System Interconnection Customers' failure to authorize cancellation of such contracts or orders.

-

Interest on amounts paid by Affected System Interconnection Customers to Interconnecting Transmission Owner for the design, procurement, construction, and installation of the Affected System Network Upgrade(s) shall not accrue during periods in which Affected System Interconnection Customers have suspended construction under this Article 3.1.2.

Interconnecting Transmission Owner shall invoice Affected System Interconnection Customers pursuant to Article 4 and will use Reasonable Efforts to minimize its costs. In the event Affected System Interconnection Customers suspend work by Affected System Interconnecting Transmission Owner required under this Agreement pursuant to this Article 3.1.2.1, and have not requested Affected System Interconnecting Transmission Owner to recommence the work required under this Agreement on or before the expiration of three (3) years following commencement of such suspension, this Agreement shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Affected System Interconnecting Transmission Owner, whichever is earlier, if no effective date of suspension is specified.

-

-

**3.1.3 Construction Status.** Interconnecting Transmission Owner shall keep Affected System Interconnection Customers advised periodically as to the progress of its design, procurement, and

construction efforts, as described in Appendix A. An Affected System Interconnection Customer may, at any time and reasonably, request a progress report from Interconnecting Transmission Owner. If, at any time, an Affected System Interconnection Customer determines that the completion of the Affected System Network Upgrade(s) will not be required until after the specified in-service date, such Affected System Interconnection Customer will provide written notice to all other Parties of such later date for which the completion of the Affected System Network Upgrade(s) would be required. Interconnecting Transmission Owner may delay the in-service date of the Affected System Network Upgrade(s) accordingly, but only if agreed to by all other Affected System Interconnection Customers.

-

**3.1.4 Timely Completion.** Interconnecting Transmission Owner shall use Reasonable Efforts to design, procure, construct, install, and test the Affected System Network Upgrade(s) in accordance with the schedule set forth in Appendix A, which schedule may be revised from time to time by mutual agreement of the Parties. If any event occurs that will affect the time or ability to complete the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall promptly notify all other Parties. In such circumstances, Interconnecting Transmission Owner shall, within fifteen (15) Calendar Days of such notice, convene a meeting with Affected System Interconnection Customers to evaluate the alternatives available to Affected System Interconnection Customers. Interconnecting Transmission Owner shall also make available to Affected System Interconnection Customers all studies and work papers related to the event and corresponding delay, including all information that is in the possession of Interconnecting Transmission Owner that is reasonably needed by Affected System Interconnection Customers to evaluate alternatives, subject to confidentiality arrangements consistent with Article 8. Interconnecting Transmission Owner shall, at any Affected System Interconnection Customer's request and expense, use Reasonable Efforts to accelerate its work under this Agreement to meet the schedule set forth in Appendix A, provided that (1) Affected System Interconnection Customers jointly authorize such actions, such authorizations to be withheld, conditioned, or delayed by a given Affected System Interconnection Customer only if it can demonstrate that the acceleration would have a material adverse effect on it; and (2) the requesting Affected System Interconnection Customer(s) funds the costs associated therewith in advance, or all Affected System Interconnection Customers agree in advance to fund such costs based on such other allocation method as they may adopt.

-

## **3.2 Interconnection Costs.**

-

**3.2.1 Costs.** Affected System Interconnection Customers shall pay to Interconnecting Transmission Owner costs (including taxes and financing costs) associated with seeking and obtaining all necessary approvals and of designing, engineering, constructing, and testing the Affected System Network Upgrade(s), as identified in Appendix A, in accordance with the cost recovery method provided herein. Except as expressly otherwise agreed, Affected System Interconnection Customers shall be collectively responsible for these costs, based on their proportionate share of cost responsibility, as provided in Appendix A. Unless Interconnecting Transmission Owner elects to fund the Affected System Network Upgrade(s), they shall be initially funded by the applicable Affected System Interconnection Customer.

—

**3.2.1.1 Lands of Other Property Owners.** If any part of the Affected System Network Upgrade(s) is to be installed on property owned by persons other than Affected System Interconnection Customers or Interconnecting Transmission Owner, Interconnecting Transmission Owner shall, at Affected System Interconnection Customers' expense, use efforts similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority to the extent permitted and consistent with Applicable Laws and Regulations and, to the extent consistent with such Applicable Laws and Regulations, to procure from such persons any rights of use, licenses, rights-of-way, and easements that are necessary to construct, operate, maintain, test, inspect, replace, or remove the Affected System Network Upgrade(s) upon such property.

-

## **3.2.2 Repayment.**

-

**3.2.2.1 Repayment.** Consistent with articles 11.4.1 and 11.4.2 of the Interconnecting Transmission Owner's pro forma SGIA, each Affected System Interconnection Customer shall be entitled to a cash repayment by Interconnecting Transmission Owner of the amount each Affected System Interconnection Customer paid to Interconnecting Transmission Owner, if any, for the Affected System Network Upgrade(s), including any tax gross-up or other tax-related payments associated with the Affected System Network Upgrade(s), and not refunded to Affected System Interconnection Customer pursuant to Article 3.3.1 or otherwise. The Parties may mutually agree to a repayment schedule, to be outlined in Appendix A, not to exceed twenty (20) years from the commercial operation date, for the complete repayment for all applicable costs associated with the Affected System Network Upgrade(s). Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at

18 CFR 35.19 a(a)(2)(iii) from the date of any payment for Affected System Network Upgrade(s) through the date on which Affected System Interconnection Customers receive a repayment of such payment pursuant to this subparagraph. Interest shall not accrue during periods in which Affected System Interconnection Customers have suspended construction pursuant to Article 3.1.2.1. Affected System Interconnection Customers may assign such repayment rights to any person.

-

**3.2.2.2 Impact of Failure to Achieve Commercial Operation.** If an Affected System Interconnection Customer's generating facility fails to achieve commercial operation, but it or another generating facility is later constructed and makes use of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall at that time reimburse such Affected System Interconnection Customers for the portion of the Affected System Network Upgrade(s) it funded. Before any such reimbursement can occur, Affected System Interconnection Customer (or the entity that ultimately constructs the generating facility, if different), is responsible for identifying the entity to which the reimbursement must be made.

-

### **3.3 Taxes.**

-

**3.3.1 Indemnification for Contributions in Aid of Construction.** With regard only to payments made by Affected System Interconnection Customers to Interconnecting Transmission Owner for the installation of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall not include a gross-up for income taxes in the amounts it charges Affected System Interconnection Customers for the installation of the Affected System Network Upgrade(s) unless (1) Interconnecting Transmission Owner has determined, in good faith, that the payments or property transfers made by Affected System Interconnection Customers to Interconnecting Transmission Owner should be reported as income subject to taxation, or (2) any Governmental Authority directs Interconnecting Transmission Owner to report payments or property as income subject to taxation. Affected System Interconnection Customers shall reimburse Interconnecting Transmission Owner for such costs on a fully grossed-up basis, in accordance with this Article, within thirty (30) Calendar Days of receiving written notification from Interconnecting Transmission Owner of the amount due, including detail about how the amount was calculated.

-

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten (10)-year testing period and the applicable statute of limitation, as it may be extended by Interconnecting Transmission Owner upon request of the Internal Revenue Service, to keep these years open for audit or

adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article. Notwithstanding the foregoing provisions of this Article 3.3.1, and to the extent permitted by law, to the extent that the receipt of such payments by Interconnecting Transmission Owner is determined by any Governmental Authority to constitute income by Interconnecting Transmission Owner subject to taxation, Affected System Interconnection Customers shall protect, indemnify, and hold harmless Interconnecting Transmission Owner and its Affiliates, from all claims by any such Governmental Authority for any tax, interest, and/or penalties associated with such determination. Upon receiving written notification of such determination from the Governmental Authority, Interconnecting Transmission Owner shall provide Affected System Interconnection Customers with written notification within thirty (30) Calendar Days of such determination and notification. Interconnecting Transmission Owner, upon the timely written request by any one or more Affected System Interconnection Customer(s) and at the expense of such Affected System Interconnection Customer(s), shall appeal, protest, seek abatement of, or otherwise oppose such determination. Interconnecting Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the compromise or settlement of the claim; provided that Interconnecting Transmission Owner shall cooperate and consult in good faith with the requesting Affected System Interconnection Customer(s) regarding the conduct of such contest. Affected System Interconnection Customer(s) shall not be required to pay Interconnecting Transmission Owner for the tax, interest, and/or penalties prior to the seventh (7th) Calendar Day before the date on which Interconnecting Transmission Owner (1) is required to pay the tax, interest, and/or penalties or other amount in lieu thereof pursuant to a compromise or settlement of the appeal, protest, abatement, or other contest; (2) is required to pay the tax, interest, and/or penalties as the result of a final, non-appealable order by a Governmental Authority; or (3) is required to pay the tax, interest, and/or penalties as a prerequisite to an appeal, protest, abatement, or other contest. In the event such appeal, protest, abatement, or other contest results in a determination that Interconnecting Transmission Owner is not liable for any portion of any tax, interest, and/or penalties for which any Affected System Interconnection Customer(s) has already made payment to Interconnecting Transmission Owner, Interconnecting Transmission Owner shall promptly refund to such Affected System Interconnection Customer(s) any payment attributable to the amount determined to be non-taxable, plus any interest (calculated in accordance with 18 CFR 35.19a(a)(2)(iii)) or other payments Interconnecting Transmission Owner receives or to which Interconnecting Transmission Owner may be entitled with respect to such payment. Each Affected System Interconnection Customer shall provide Interconnecting Transmission Owner with credit assurances sufficient to meet each Affected System Interconnection Customer's



estimated liability for reimbursement of Interconnecting Transmission Owner for taxes, interest, and/or penalties under this Article 3.3.1. Such estimated liability shall be stated in Appendix A.

-

To the extent that Interconnecting Transmission Owner is a limited liability company and not a corporation, and has elected to be taxed as a partnership, then the following shall apply: Interconnecting Transmission Owner represents, and the Parties acknowledge, that Interconnecting Transmission Owner is a limited liability company and is treated as a partnership for federal income tax purposes. Any payment made by Affected System Interconnection Customers to Interconnecting Transmission Owner for Affected System Network Upgrade(s) is to be treated as an upfront payment. It is anticipated by the Parties that any amounts paid by each Affected System Interconnection Customer to Interconnecting Transmission Owner for Affected System Network Upgrade(s) will be reimbursed to such Affected System Interconnection Customer in accordance with the terms of this Agreement, provided such Affected System Interconnection Customer fulfills its obligations under this Agreement.

**3.3.2 Private Letter Ruling.** At the request and expense of any Affected System Interconnection Customer(s), Interconnecting Transmission Owner shall file with the Internal Revenue Service a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by such Affected System Interconnection Customer(s) to Interconnecting Transmission Owner under this Agreement are subject to federal income taxation. Each Affected System Interconnection Customer desiring such a request will prepare the initial draft of the request for a private letter ruling and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of such Affected System Interconnection Customer's knowledge. Interconnecting Transmission Owner and such Affected System Interconnection Customer(s) shall cooperate in good faith with respect to the submission of such request.

-

**3.3.3 Other Taxes.** Upon the timely request by any one or more Affected System Interconnection Customer(s), and at such Affected System Interconnection Customer(s)' sole expense, Interconnecting Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Interconnecting Transmission Owner for which such Affected System Interconnection Customer(s) may be required to reimburse Interconnecting Transmission Owner under the terms of this Agreement. Affected System Interconnection Customer(s) who requested the action shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, Interconnecting Transmission Owner's documented



reasonable costs of prosecuting such appeal, protest, abatement, or other contest. The requesting Affected System Interconnection Customer(s) and Interconnecting Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Affected System Interconnection Customer(s) to Interconnecting Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Affected System Interconnection Customer(s) will be responsible for all taxes, interest, and penalties, other than penalties attributable to any delay caused by Interconnecting Transmission Owner. Each Party shall cooperate with the other Party to maintain each Party's tax status. Nothing in this Agreement is intended to adversely affect any Party's tax-exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds, as described in section 142(f) of the Internal Revenue Code.

#### **ARTICLE 4**

#### **SECURITY, BILLING, AND PAYMENTS**

-

**4.1 Provision of Security.** By the earlier of (1) thirty (30) Calendar Days prior to the due date for each Affected System Interconnection Customer's first payment under the payment schedule specified in Appendix A, or (2) the first date specified in Appendix A for the ordering of equipment by Interconnecting Transmission Owner for installing the Affected System Network Upgrade(s), each Affected System Interconnection Customer shall provide Interconnecting Transmission Owner, at each Affected System Interconnection Customer's option, a guarantee, a surety bond, letter of credit, or other form of security that is reasonably acceptable to Interconnecting Transmission Owner. Such security for payment shall be in an amount sufficient to cover the costs for constructing, procuring, and installing the applicable portion of Affected System Network Upgrade(s) and shall be reduced on a dollar-for-dollar basis for payments made to Interconnecting Transmission Owner for these purposes.

The guarantee must be made by an entity that meets the creditworthiness requirements of Interconnecting Transmission Owner and contain terms and conditions that guarantee payment of any amount that may be due from such Affected System Interconnection Customer, up to an agreed-to maximum amount. The letter of credit must be issued by a financial institution reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date. The surety bond must be issued by

an insurer reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

-

**4.2 Invoice.** Each Party shall submit to the other Parties, on a monthly basis, invoices of amounts due, if any, for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to another Party under this Agreement, including interest payments, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

-

**4.3 Payment.** Invoices shall be rendered to the paying Party at the address specified by the Parties. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by a Party will not constitute a waiver of any rights or claims that Party may have under this Agreement.

-

**4.4 Final Invoice.** Within six (6) months after completion of the construction of the Affected System Network Upgrade(s) Interconnecting Transmission Owner shall provide an invoice of the final cost of the construction of the Affected System Network Upgrade(s) and shall set forth such costs in sufficient detail to enable each Affected System Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Interconnecting Transmission Owner shall refund, with interest (calculated in accordance with 18 CFR 35.19a(a)(2)(iii)), to each Affected System Interconnection Customer any amount by which the actual payment by Affected System Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

-

**4.5 Interest.** Interest on any unpaid amounts shall be calculated in accordance with 18 CFR 35.19a(a)(2)(iii).

-

**4.6 Payment During Dispute.** In the event of a billing dispute among the Parties, Interconnecting Transmission Owner shall continue to construct the Affected System Network Upgrade(s) under this Agreement as long as each Affected System Interconnection Customer: (1) continues to make all payments not in dispute; and (2) pays to Interconnecting Transmission Owner or into an independent

escrow account the portion of the invoice in dispute, pending resolution of such dispute. If any Affected System Interconnection Customer fails to meet these two requirements, then Interconnecting Transmission Owner may provide notice to such Affected System Interconnection Customer of a Default pursuant to Article 5. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to another Party shall pay the amount due with interest calculated in accordance with the methodology set forth in 18 CFR 35.19a(a)(2)(iii).

-

## **ARTICLE 5**

### **BREACH, CURE, AND DEFAULT**

-

**5.1 Events of Breach.** A Breach of this Agreement shall include the:

-

(a) Failure to pay any amount when due;

-

(b) Failure to comply with any material term or condition of this Agreement, including but not limited to any material Breach of a representation, warranty, or covenant made in this Agreement;

-

(c) Failure of a Party to provide such access rights, or a Party's attempt to revoke access or terminate such access rights, as provided under this Agreement; or

-

(d) Failure of a Party to provide information or data to another Party as required under this Agreement, provided the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

-

**5.2 Definition.** Breaching Party shall mean the Party that is in Breach.

**5.3 Notice of Breach, Cure, and Default.** Upon the occurrence of an event of Breach, any Party aggrieved by the Breach, when it becomes aware of the Breach, shall give written notice of the Breach to the Breaching Party and to any other person representing a Party to this Agreement identified in writing to the other Party in advance. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach.

-

5.2.1 Upon receiving written notice of the Breach hereunder, the Breaching Party shall have a period to cure such Breach (hereinafter referred to as the “Cure Period”) which shall be sixty (60) Calendar Days. If an Affected System Interconnection Customer is the Breaching Party and the Breach results from a failure to provide payments or security under Article 4.1 of this Agreement, the other Affected System Interconnection Customers, either individually or in concert, may cure the Breach by paying the amounts owed or by providing adequate security, without waiver of contribution rights against the breaching Affected System Interconnection Customer. Such cure for the Breach of an Affected System Interconnection Customer is subject to the reasonable consent of Interconnecting Transmission Owner. Interconnecting Transmission Owner may also cure such Breach by funding the proportionate share of the Affected System Network Upgrade costs related to the Breach of Affected System Interconnection Customer. Interconnecting Transmission Owner must notify all Parties that it will exercise this option within thirty (30) Calendar Days of notification that an Affected System Interconnection Customer has failed to provide payments or security under Article 4.1.

-

5.2.2 In the event the Breach is not cured within the Cure Period, the Breaching Party will be in Default of this Agreement, and the non-Defaulting Parties may (1) act in concert to amend the Agreement to remove an Affected System Interconnection Customer that is in Default from this Agreement for cause and to make other changes as necessary, or (2) either in concert or individually take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreement, or covenants under this Agreement.

5.3 **Rights in the Event of Default.** Notwithstanding the foregoing, upon the occurrence of Default, the non-Defaulting Parties shall be entitled to exercise all rights and remedies it may have in equity or at law.

-

## **ARTICLE 6**

### **TERMINATION OF AGREEMENT**

-

6.1 **Expiration of Term.** Except as otherwise specified in this Article 6, the Parties’ obligations under this Agreement shall terminate at the conclusion of the term of this Agreement.

-

6.2 **Termination and Removal.** Subject to the limitations set forth in Article 6.3, in the event of a Default, termination of this Agreement, as to a given Affected System Interconnection Customer or in its

entirety, shall require a filing at FERC of a notice of termination, which filing must be accepted for filing by FERC.

-

### **6.3 Disposition of Facilities Upon Termination of Agreement.**

-

**6.3.1 Interconnecting Transmission Owner Obligations.** Upon termination of this Agreement, unless otherwise agreed to by the Parties in writing, Interconnecting Transmission Owner:

-

(a) shall, prior to the construction and installation of any portion of the Affected System Network Upgrade(s) and to the extent possible, cancel any pending orders of, or return, such equipment or material for such Affected System Network Upgrade(s);

-

(b) may keep in place any portion of the Affected System Network Upgrade(s) already constructed and installed; and,

-

(c) shall perform such work as may be necessary to ensure the safety of persons and property and to preserve the integrity of New England Transmission System (e.g., construction demobilization to return the system to its original state, wind-up work).

-

**6.3.2 Affected System Interconnection Customer Obligations.** Upon billing by Interconnecting Transmission Owner, each Affected System Interconnection Customer shall reimburse Interconnecting Transmission Owner for its share of any costs incurred by Interconnecting Transmission Owner in performance of the actions required or permitted by Article 6.3.1 and for its share of the cost of any Affected System Network Upgrade(s) described in Appendix A. Interconnecting Transmission Owner shall use Reasonable Efforts to minimize costs and shall offset the amounts owed by any salvage value of facilities, if applicable. Each Affected System Interconnection Customer shall pay these costs pursuant to Article 4.3 of this Agreement.

-

**6.3.3 Pre-construction or Installation.** Upon termination of this Agreement and prior to the construction and installation of any portion of the Affected System Network Upgrade(s), Interconnecting Transmission Owner may, at its option, retain any portion of such Affected System Network Upgrade(s) not cancelled or returned in accordance with Article 6.3.1(a), in which case Interconnecting Transmission Owner shall be responsible for all costs associated with procuring such Affected System Network

Upgrade(s). To the extent that an Affected System Interconnection Customer has already paid Interconnecting Transmission Owner for any or all of such costs, Interconnecting Transmission Owner shall refund Affected System Interconnection Customer for those payments. If Interconnecting Transmission Owner elects to not retain any portion of such facilities, and one or more of Affected System Interconnection Customers wish to purchase such facilities, Interconnecting Transmission Owner shall convey and make available to the applicable Affected System Interconnection Customer(s) such facilities as soon as practicable after Affected System Interconnection Customer(s)' payment for such facilities.

-

**6.4 Survival of Rights.** Termination or expiration of this Agreement shall not relieve any Party of any of its liabilities and obligations arising hereunder prior to the date termination becomes effective, and each Party may take whatever judicial or administrative actions as appear necessary or desirable to enforce its rights hereunder. The applicable provisions of this Agreement will continue in effect after expiration, or early termination hereof, to the extent necessary to provide for (1) final billings, billing adjustments, and other billing procedures set forth in this Agreement; (2) the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and (3) the confidentiality provisions set forth in Article 8.

-

## **ARTICLE 7**

### **SUBCONTRACTORS**

-

**7.1 Subcontractors.** Nothing in this Agreement shall prevent a Party from utilizing the services of subcontractors, as it deems appropriate, to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services, and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.

-

**7.1.1 Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. In accordance with the provisions of this Agreement, each Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor it hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon a Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

-

**7.1.2 No Third-Party Beneficiary.** Except as may be specifically set forth to the contrary herein, no subcontractor or any other party is intended to be, nor will it be deemed to be, a third-party beneficiary of this Agreement.

-

**7.1.3 No Limitation by Insurance.** The obligations under this Article 7 will not be limited in any way by any limitation of any insurance policies or coverages, including any subcontractor's insurance.

## **ARTICLE 8**

### **CONFIDENTIALITY**

-

**8.1 Confidentiality.** Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied to the other Parties prior to the execution of this Agreement.

-

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential. The Parties shall maintain as confidential any information that is provided and identified by a Party as Critical Energy Infrastructure Information (CEII), as that term is defined in 18 CFR 388.113(c).

-

Such confidentiality will be maintained in accordance with this Article 8. If requested by the receiving Party, the disclosing Party shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

-

**8.1.1 Term.** During the term of this Agreement, and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in this Article 8 or with regard to CEII, each Party shall hold in confidence and shall not disclose to any person Confidential Information. CEII shall be treated in accordance with FERC policies and regulations.

-

**8.1.2 Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a non-Party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this Agreement; or (6) is required, in accordance with Article 8.1.6 of this Agreement, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this Agreement. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the receiving Party that it no longer is confidential.

-

**8.1.3 Release of Confidential Information.** No Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, agents, consultants, or to non-Parties that may be or are considering providing financing to or equity participation with Affected System Interconnection Customer(s), or to potential purchasers or assignees of Affected System Interconnection Customer(s), on a need-to-know basis in connection with this Agreement, unless such person has first been advised of the confidentiality provisions of this Article 8 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 8.

-

**8.1.4 Rights.** Each Party shall retain all rights, title, and interest in the Confidential Information that it discloses to the receiving Party. The disclosure by a Party to the receiving Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

-

**8.1.5 Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication, or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.



-

**8.1.6 Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the disclosing Party with prompt notice of such request(s) or requirement(s) so that the disclosing Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

-

**8.1.7 Termination of Agreement.** Upon termination of this Agreement for any reason, each Party shall, within ten (10) Business Days of receipt of a written request from the other Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the requesting Party) or return to the requesting Party any and all written or electronic Confidential Information received from the requesting Party, except that each Party may keep one copy for archival purposes, provided that the obligation to treat it as Confidential Information in accordance with this Article 8 shall survive such termination.

-

**8.1.8 Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's Breach of its obligations under this Article 8. Each Party accordingly agrees that the disclosing Party shall be entitled to equitable relief, by way of injunction or otherwise, if the receiving Party Breaches or threatens to Breach its obligations under this Article 8, which equitable relief shall be granted without bond or proof of damages, and the Breaching Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 8, but it shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 8.

-

**8.1.9 Disclosure to FERC, its Staff, or a State Regulatory Body.** Notwithstanding anything in this Article 8 to the contrary, and pursuant to 18 CFR 1b.20, if FERC or its staff, during the course of an

investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties to this Agreement prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to the Agreement when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

-

**8.1.10** Subject to the exception in Article 8.1.9, any information that a disclosing Party claims is competitively sensitive, commercial, or financial information under this Agreement shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent disclosure is (1) required by law; (2) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (3) otherwise permitted by consent of the disclosing Party, such consent not to be unreasonably withheld; or (4) necessary to fulfill its obligations under this Agreement or as Interconnecting Transmission Owner or a balancing authority, including disclosing the Confidential Information to a regional or national reliability organization. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this subparagraph, or if any non-Party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the Party that received the Confidential Information from the disclosing Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order, or other reasonable measures.

-

## **ARTICLE 9**

### **INFORMATION ACCESS AND AUDIT RIGHTS**

-

**9.1 Information Access.** Each Party shall make available to the other Parties information necessary to verify the costs incurred by the other Parties for which the requesting Party is responsible under this Agreement and carry out obligations and responsibilities under this Agreement, provided that the Parties shall not use such information for purposes other than those set forth in this Article 9.1 and to enforce their rights under this Agreement.

**9.2 Audit Rights.** Subject to the requirements of confidentiality under Article 8 of this Agreement, the accounts and records related to the design, engineering, procurement, and construction of the Affected System Network Upgrade(s) shall be subject to audit during the period of this Agreement and for a period of twenty-four (24) months following Interconnecting Transmission Owner's issuance of a final invoice in accordance with Article 4.4. Affected System Interconnection Customers may, jointly or individually, at the expense of the requesting Party(ies), during normal business hours, and upon prior reasonable notice to Interconnecting Transmission Owner, audit such accounts and records. Any audit authorized by this Article 9.2 shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to obligations under this Agreement.

## **ARTICLE 10**

### **NOTICES**

**10.1 General.** Any notice, demand, or request required or permitted to be given by a Party to the other Parties, and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party, may be so given, tendered, or delivered, as the case may be, by depositing the same with the United States Postal Service with postage prepaid, for transmission by certified or registered mail, addressed to the Parties, or personally delivered to the Parties, at the address set out below:

To Interconnecting Transmission Owner:

To Affected System Interconnection Customers:

**10.2 Billings and Payments.** Billings and payments shall be sent to the addresses shown in Article 10.1 unless otherwise agreed to by the Parties.

-

**10.3 Alternative Forms of Notice.** Any notice or request required or permitted to be given by a Party to the other Parties and not required by this Agreement to be given in writing may be so given by telephone, facsimile, or email to the telephone numbers and email addresses set out below:

-

To Interconnecting Transmission Owner:

-

-

-

To Affected System Interconnection Customers:

**10.4 Execution and Filing.** Affected System Interconnection Customers shall either: (i) execute two originals of this tendered Agreement and return them to Interconnecting Transmission Owner; or (ii) request in writing that Interconnecting Transmission Owner file with FERC this Agreement in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either the two executed originals of this tendered Agreement (if it does not conform with a FERC-approved standard form of this Agreement) or the request to file this Agreement unexecuted, Interconnecting Transmission Owner shall file this Agreement with FERC, together with its explanation of any matters as to which Affected System Interconnection Customers and Interconnecting Transmission Owner disagree and support for the costs that Interconnecting Transmission Owner proposes to charge to Affected System Interconnection Customers under this Agreement. An unexecuted version of this Agreement should contain terms and conditions deemed appropriate by Interconnecting Transmission Owner for the Affected System Interconnection Customers' generating facilities. If the Parties agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted version of this Agreement, they may proceed pending FERC action.

-

-

**ARTICLE 11**  
**MISCELLANEOUS**

**11.1 Accuracy of Information.** Except as a Party (“Providing Party”) may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

**11.2 Disclaimer of Warranty.** In conducting the duties described herein, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in carrying out such responsibilities. Affected System Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

**11.3 Force Majeure, Liability and Indemnification.**

**11.3.1 Force Majeure.** Neither Interconnecting Transmission Owner nor an Affected System Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the Interconnecting Transmission Owner or the Affected System Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

**11.3.2 Liability.** Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Affected System Interconnection Customer for action or omissions by

Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Affected System Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Affected System Interconnection Customer has claims against Interconnecting Transmission Owner, the Affected System Interconnection Customer may only look to the assets of Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of Interconnecting Transmission Owner or Affiliate of either who, the Affected System Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of Interconnecting Transmission Owner or Affiliate of either. In no event shall Interconnecting Transmission Owner or any Affected System Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Affected System Interconnection Customer's obligations under the Indemnification section below.

**11.3.3 Indemnification.** Affected System Interconnection Customer shall at all times indemnify, defend, and save harmless the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Affected System Interconnection Customer, or the actions or omissions of the Affected System Interconnection Customer in connection with this Agreement, except in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in

respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Affected System Interconnection Customer to indemnify Interconnecting Transmission Owners shall be several, and not joint or joint and several.

**11.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.

**11.5 Severability.** In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

**11.6 Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

**11.7 Amendment.** No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.

**11.8 Independent Contractor.** Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

**11.9 No Implied Waivers.** The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

**11.10 Successors and Assigns.** This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

**11.11 Due Authorization.** Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

-

-

[Signature Page to Follow]

---



IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple originals, each of which shall constitute and be an original Agreement among the Parties.

-

-

Interconnecting Transmission Owner

**{Interconnecting Transmission Owner}**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

-

-

Affected System Interconnection Customer

**{Affected System Interconnection Customer}**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

-

-

Project No. \_\_\_\_\_

Affected System Interconnection Customer

**{Affected System Interconnection Customer}**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

-

-

Project No. \_\_\_\_\_

Multiparty Affected System Facilities Construction Agreement

AFFECTED SYSTEM NETWORK UPGRADE(S), COST ESTIMATES AND RESPONSIBILITY,  
CONSTRUCTION SCHEDULE, AND MONTHLY PAYMENT SCHEDULE

-

This Appendix A is a part of the Multiparty Affected System Facilities Construction Agreement among  
Affected System Interconnection Customers and Interconnecting Transmission Owner.

-

1.1 Affected System Network Upgrade(s) to be installed by Interconnecting Transmission  
Owner.

-

{description}

1.2 First Equipment Order (including permitting).

{description}

-

1.2.1. Permitting and Land Rights – Interconnecting Transmission Owner Affected System  
Network Upgrade(s)

{description}

-

1.3 Construction Schedule. Where applicable, construction of the Affected System Network  
Upgrade(s) is scheduled as follows and will be periodically updated as necessary:

-

Table 3: Interconnecting Transmission Owner Construction Activities

<u>MILESTONE NUMBER</u>	<u>DESCRIPTION</u>	<u>START DATE</u>	<u>END DATE</u>
-	-	-	-
-	-	-	-

-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

-

-

Note: Construction schedule assumes that Interconnecting Transmission Owner has obtained final authorizations and security from Affected System Interconnection Customers and all necessary permits from Governmental Authorities as necessary prerequisites to commence construction of any of the Affected System Network Upgrade(s).

-

**1.4 Payment Schedule.**

-

**1.4.1 Timing of and Adjustments to Affected System Interconnection Customers’ Payments and Security.**  
**{description}**

-

**1.4.2 Monthly Payment Schedule.** Affected System Interconnection Customers’ payment schedule is as follows.

**{description}**

**Table 4: Affected System Interconnection Customers’ Payment/Security Obligations for Affected System Network Upgrade(s).**

<b><u>MILESTONE NUMBER</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>DATE</u></b>
------------------------------------	---------------------------	--------------------

	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

-

-

\* Affected System Interconnection Customers' proportionate responsibility for each payment is as follows:

Affected System Interconnection Customer 1 \_\_\_\_ . %

Affected System Interconnection Customer 2 \_\_\_\_ . %

Affected System Interconnection Customer N \_\_\_\_ . %

Note: Affected System Interconnection Customers' payment or provision of security as provided in this Agreement operates as a condition precedent to Interconnecting Transmission Owner's obligations to construct any Affected System Network Upgrade(s), and failure to meet this schedule will constitute a Breach pursuant to Article 5.1 of this Agreement.

-

## 1.5 Permits, Licenses, and Authorizations.

{description}

-

Attachment B to Appendix 102

Multiparty Affected System Facilities Construction Agreement

NOTIFICATION OF COMPLETED CONSTRUCTION

-

This Appendix B is a part of the Multiparty Affected System Facilities Construction Agreement among Affected System Interconnection Customers and Interconnecting Transmission Owner. Where applicable, when Interconnecting Transmission Owner has completed construction of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall send notice to Affected System Interconnection Customers in substantially the form following:

-

{Date}

-

{Affected System Interconnection Customers Addresses}

-

Re: Completion of Affected System Network Upgrade(s)

-

Dear {Name or Title}:

-

This letter is sent pursuant to the Multiparty Affected System Facilities Construction Agreement among {Interconnecting Transmission Owner } and {Affected System Interconnection Customers}, dated \_\_\_\_\_, 20\_\_\_\_\_.

-

On {Date}, Interconnecting Transmission Owner completed to its satisfaction all work on the Affected System Network Upgrade(s) required to facilitate the safe and reliable interconnection and operation of Affected System Interconnection Customer's generating facilities. Interconnecting Transmission Owner confirms that the Affected System Network Upgrade(s) are in place.

-

Thank you.

-

{Signature}

{ Interconnecting Transmission Owner Representative}

\_\_\_\_\_

Attachment C to Appendix 102  
Multiparty Affected System Facilities Construction Agreement

EXHIBITS

This Appendix C is a part of the Multiparty Affected System Facilities Construction Agreement among  
Affected System Interconnection Customers and Interconnecting Transmission Owner.

-

Exhibit A1

Transmission Provider Site Map

-

Exhibit A2

Site Plan

-

Exhibit A3

Affected System Network Upgrade(s) Plan & Profile

-

Exhibit A4

Estimated Cost of Affected System Network Upgrade(s)

-

-

-	<u>Location</u>	<u>Facilities to Be Constructed by Transmission Provider</u>	<u>Estimate in Dollars</u>
-	-	-	-
-	-	<u>Total:</u>	-

---

**SCHEDULE 23**

**SMALL GENERATOR  
INTERCONNECTION PROCEDURES**

---

## TABLE OF CONTENTS

### **Section 1. Application**

- 1.1 — Applicability
- 1.2 — Pre-Application
- 1.3 — Interconnection Request
- 1.4 — Site Control
- 1.5 — Queue Position
- 1.6 — Procedures for Transition
- 1.7 — Type of Interconnection Service
- 1.8 — Withdrawal

### **Section 2. Fast Track Process**

- 2.1 — Applicability
- 2.2 — Initial Review
- 2.3 — Customer Options Meeting
- 2.4 — Supplemental Review

### **Section 3. Study Process**

- 3.1 — Applicability
- 3.2 — Scoping Meeting
- 3.3 — Interconnection Feasibility Study
- 3.4 — Interconnection System Impact Study
- 3.5 — Interconnection Facilities Study

### **Section 4. Provisions that Apply to All Interconnection Requests**

- 4.1 — Reasonable Efforts
- 4.2 — Disputes
- 4.3 — Interconnection Metering
- 4.4 — Commissioning
- 4.5 — Confidentiality
- 4.6 — Comparability
- 4.7 — Record Retention
- 4.8 — SGIA
- 4.9 — Coordination with Affected Systems
- 4.10 — Evaluation of a Small Generating Facility Interconnection Request



| \_\_\_\_\_

~~Attachment 1—Glossary of Terms~~

~~Attachment 2—Small Generator Interconnection Request~~

~~Attachment 3—Certification Codes and Standards~~

~~Attachment 4—Certification of Small Generator Equipment Packages~~

~~Attachment 5—10 kW Inverter Process~~

~~Attachment 6—Interconnection Feasibility Study Agreement~~

~~Attachment 7—Interconnection System Impact Study Agreement~~

~~Attachment 8—Interconnection Facilities Study Agreement~~

~~EXHIBIT 1—Small Generator Interconnection Agreement (SGIA)~~

---

## **SECTION 1. APPLICATION**

### **1.1 — Applicability**

~~1.1.1 The Small Generator Interconnection Procedures (“SGIP”) and Small Generator Interconnection Agreement (“SGIA”) shall apply to Interconnection Requests, as defined in Attachment 1, pertaining to Small Generating Facilities, except that the SGIP and SGIA shall not apply to a request to interconnect a Qualifying Facility (as defined by the Public Utility Regulatory Policies Act, as amended by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying Facility’s owner intent is to sell 100% of the Qualifying Facility’s output to its interconnected electric utility; or (iv) a Distributed Energy Resource that will be participating in the wholesale market exclusively through a Distributed Energy Resource Aggregation. In the event the SGIP and SGIA do not apply, the Interconnection Customer shall follow the applicable state tariff, rules or procedures regarding generator interconnections.~~

~~A Distributed Energy Resource reviewed as part of a Distributed Energy Capacity Resource that qualifies in any Forward Capacity Auction that takes place prior to the effective date of Section III.6 (Distributed Energy Resource Aggregations), shall not be subject to the SGIP, provided that: i) the Distributed Energy Resource meets the requirements of, and is included in the Distributed Energy Capacity Resource as a single resource Distributed Energy Resource Aggregation, ii) the Distributed Energy Capacity Resource was qualified as a resource composed of one or more Distributed Energy Resource Aggregations that are each single resource aggregations; iii) each underlying Distributed Energy Resource has a valid state interconnection agreement, and iv) each of the underlying Distributed Energy Resources has received approval from the ISO for a Proposed Plan Application pursuant to Section I.3.9 of the Tariff, if applicable. Each Distributed Energy Resource Aggregation in such a Distributed Energy Capacity Resource shall comply with all requirements of Section III.6 of the Tariff (Distributed Energy Resource Aggregations) following its effective date.~~

~~A request to interconnect a certified inverter-based Small Generating Facility no larger than 10 kilowatts (kW) (solely as a Network Resource) shall be evaluated under the Attachment 5 10 kW Inverter Process. A request to interconnect a Small Generating Facility no larger than 20 megawatts (MW) that does not meet the eligibility requirements of section 2.1, or does not pass the Fast Track Process or the 10 kW Inverter Process, shall be evaluated under the section 3 Study Process.~~

~~1.1.2 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of these procedures. To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for the purposes of generator interconnections under this Schedule 23. Capitalized terms in Schedule 23 that are not defined in Attachment 1 or the body of these procedures shall have the meanings specified in Section I.2.2 of the Tariff.~~

~~1.1.3 Neither these procedures nor the requirements included hereunder apply to Small Generating Facilities interconnected or approved for interconnection prior to May 9, 2006.~~

~~1.1.4 Prior to submitting its Interconnection Request (Attachment 2), the Interconnection Customer may ask the System Operator's interconnection contact employee or office whether the proposed interconnection is subject to these procedures. The System Operator shall respond within fifteen (15) Business Days.~~

~~1.1.5 Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. The Commission expects all ISOs/RTOs, Interconnecting Transmission Owners, market participants, and Interconnection Customers interconnected with electric systems to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber security practices.~~

~~1.1.6 References in these procedures to interconnection agreement are to the SGIA.~~

## **~~1.2 — Pre-Application~~**

~~1.2.1 The System Operator shall designate an employee or office from which information on the application process and on an Affected System can be obtained through informal requests from the Interconnection Customer presenting a proposed project for a specific site. The names, telephone numbers, and e-mail addresses of the System Operator's contact employees or offices shall be made available on the System Operator's Internet web site. Electric system information provided to the Interconnection Customer should include relevant system studies, interconnection studies, and other~~

~~materials useful to an understanding of an interconnection at a particular point on the Administered Transmission System, to the extent such provision does not violate confidentiality provisions of prior agreements or critical infrastructure requirements. The System Operator shall comply with reasonable requests for such information.~~

~~1.2.2 In addition to the information described in section 1.2.1, which may be provided in response to an informal request, an Interconnection Customer may submit a formal written request form to the System Operator along with a non-refundable fee of \$500 for a pre-application report on a proposed project at a specific site. Within two (2) Business Days of receiving the pre-application report request form, the System Operator shall provide a copy of the pre-application request form to the Interconnecting Transmission Owner. The System Operator in conjunction with the Interconnecting Transmission Owner shall provide the pre-application data described in section 1.2.3 to the Interconnection Customer within twenty (20) Business Days of receipt of the completed request form and payment of the \$500 fee. The pre-application report produced by the System Operator in conjunction with the Interconnecting Transmission Owner is non-binding, does not confer any rights, and the Interconnection Customer must still successfully apply to interconnect to the Administered Transmission System. The written pre-application report request form shall include the information in sections 1.2.2.1 through 1.2.2.8 below to clearly and sufficiently identify the location of the proposed Point of Interconnection.~~

~~1.2.2.1 Project contact information, including name, address, phone number, and email address.~~

~~1.2.2.2 Project location (street address with nearby cross streets and town)~~

~~1.2.2.3 Meter number, pole number, or other equivalent information identifying proposed Point of Interconnection, if available.~~

~~1.2.2.4 Generator Type (e.g., solar, wind, combined heat and power, etc.)~~

~~1.2.2.5 Size (alternating current kW)~~

~~1.2.2.6 Single or three phase generator configuration~~

~~1.2.2.7 Stand-alone generator (no onsite load, not including station service—Yes or No?)~~

~~1.2.2.8 Is new service requested? Yes or No? If there is existing service, include the customer account number, site minimum and maximum current or proposed electric loads in kW (if available) and specify if the load is expected to change.~~

~~1.2.3 Using the information provided in the pre-application report request form in section 1.2.2., the System Operator in conjunction with the Interconnecting Transmission Owner will identify the substation/area bus, bank or circuit likely to serve the proposed Point of Interconnection. The selection~~

by the System Operator in conjunction with the Interconnecting Transmission Owner does not necessarily indicate, after application of the screens and/or study, that this would be the circuit the project ultimately connects to. The Interconnection Customer must request additional pre-application reports if information about multiple Points of Interconnection is requested. If the pre-application report request form seeks information about a Point of Interconnection that is on a distribution facility, the Interconnection Customer shall follow the applicable state tariff, rules or procedures regarding generator interconnections. Subject to section 1.2.4, the pre-application report will include the following information:

~~1.2.3.1 Total capacity (in MW) of substation/area bus, bank or circuit based on normal or operating ratings likely to serve the proposed Point of Interconnection.~~

~~1.2.3.2 Existing aggregate generation capacity (in MW) interconnected to a substation/area bus, bank or circuit (i.e., amount of generation online) likely to serve the proposed Point of Interconnection.~~

~~1.2.3.3 Aggregate queued generation capacity (in MW) for a substation/area bus, bank or circuit (i.e., amount of generation in the queue) likely to serve the proposed Point of Interconnection.~~

~~1.2.3.4 Available capacity (in MW) of substation/area bus or bank and circuit likely to serve the proposed Point of Interconnection (i.e., total capacity less the sum of existing aggregate generation capacity and aggregate queued generation capacity).~~

~~1.2.3.5 Substation nominal distribution voltage and/or transmission nominal voltage if applicable.~~

~~1.2.3.6 Nominal distribution circuit voltage at the proposed Point of Interconnection.~~

~~1.2.3.7 Approximate circuit distance between the proposed Point of Interconnection and the substation.~~

~~1.2.3.8 Relevant line section(s) actual or estimated peak load and minimum load data, including daytime minimum load as described in section 2.4.4.1.1 below and absolute minimum load, when available.~~

~~1.2.3.9 Number and rating of protective devices and number and type (standard, bi-directional) of voltage regulating devices between the proposed Point of Interconnection and the substation/area. Identify whether the substation has a load tap changer.~~

~~1.2.3.10 Number of phases available at the proposed Point of Interconnection. If a single phase, distance from the three phase circuit.~~

~~1.2.3.11 Limiting conductor ratings from the proposed Point of Interconnection to the distribution substation.~~

~~1.2.3.12 Whether the Point of Interconnection is located on a spot network, grid network, or radial supply.~~

~~1.2.3.13 Based on the proposed Point of Interconnection, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints, or secondary networks.~~

~~1.2.4 The pre-application report need only include existing data. A pre-application report request does not obligate the System Operator or the Interconnecting Transmission Owner to conduct a study or other analysis of the proposed generator in the event that data is not readily available. If the System Operator in conjunction with the Interconnecting Transmission Owner cannot complete all or some of a pre-application report due to lack of available data, the System Operator in conjunction with the Interconnecting Transmission Owner shall provide the Interconnection Customer with a pre-application report that includes the data that is available. The provision of information on “available capacity” pursuant to section 1.2.3.4 does not imply that an interconnection up to this level may be completed without impacts since there are many variables studied as part of the interconnection review process, and data provided in the pre-application report may become outdated at the time of the submission of the complete Interconnection Request. Notwithstanding any of the provisions of this section, the System Operator in conjunction with the Interconnecting Transmission Owner shall, in good faith, include data in the pre-application report that represents the best available information at the time of reporting.~~

### **~~1.3 — Interconnection Request~~**

#### **~~1.3.1 — Initiating an Interconnection Request~~**

~~To initiate and establish a valid Interconnection Request, the Interconnection Customer shall submit all of the following to the System Operator in the manner specified in the Interconnection Request contained in Attachment 2 to this SGIP: (i) the processing fee or deposit specified in the Interconnection Request, (ii) a completed Interconnection Request in the form of Attachment 2, and (iii) documentation of Site Control in the form specified in Section 1.4 of this SGIP.~~

~~The Interconnection Customer must submit a separate Interconnection Request for each site. The Interconnection Customer must comply with the requirements specified in this Section 1.3.1 for each Interconnection Request even when more than one request is submitted for a single site.~~

#### **~~1.3.2 — Acknowledgement of Interconnection Request~~**

~~The System Operator shall acknowledge receipt of the Interconnection Request within three (3) Business Days of receipt of the request and attach a copy of the Interconnection Request to the acknowledgement.~~

~~Within three (3) Business Days of receiving the Interconnection Request, the System Operator shall provide a copy of the Interconnection Request to the Interconnecting Transmission Owner.~~

### **~~1.3.3—Deficiencies in Interconnection Request~~**

~~An Interconnection Request will not be considered a valid request until all items in Section 1.3.1 have been received by the System Operator. If an Interconnection Request fails to meet the requirements set forth in Section 1.3.1, the System Operator shall notify the Interconnection Customer within ten (10) Business Days of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide the System Operator the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice. Failure by Interconnection Customer to comply with this Section 1.3.3 shall be treated in accordance with Section 1.8.~~

~~—~~

~~1.3.4 All fees or deposits that must be submitted to the System Operator under this SGIP, must be delivered to the System Operator's bank account by electronic transfer within the period specified in the respective provision. A deposit will not be considered received until it is in the System Operator's bank account.~~

### **~~1.4—Site Control~~**

~~Documentation of site control must be submitted with the Interconnection Request. Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to the Interconnection Customer's existing Small Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property. Site control may be demonstrated through:~~

~~1.4.1 Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Small Generating Facility;~~

~~1.4.2 An option to purchase or acquire an easement, a license or a leasehold interest in the site for such purpose; or~~



~~1.4.3 An exclusivity or other business relationship between the Interconnection Customer and the entity having the right to sell, lease, or grant the Interconnection Customer the right to possess or occupy a site for such purpose; or~~

~~1.4.4 Filed applications for required permits to site on federal or state property.~~

## ~~1.5 Queue Position~~

~~1.5.1 General. The System Operator shall assign a Queue Position based upon the date and time stamp of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not valid is the lack of information on the application form in Attachment 2 to this SGIP, and Interconnection Customer provides such information in accordance with Section 1.3.3, then the System Operator shall assign Interconnection Customer a Queue Position based on the date the application form was originally submitted.~~

~~Except as otherwise provided in this Section 1.5, the Queue Position of each Interconnection Request will be used to determine: (i) the order of performing the Interconnection Studies; (ii) the order in which Interconnection Requests will be included in the CSIS and CFAC; (iii) the order in which Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service will be included in the CNR Group Study; and (iv) the cost responsibility for the Interconnection Facilities and upgrades necessary to accommodate the Interconnection Request. The System Operator shall maintain a single queue. At the System Operator's option, Interconnection Requests may be studied serially or in clusters for the purpose of the Interconnection System Impact Study.~~

~~A CSIS and CFAC shall include the Interconnection Requests that were identified as eligible to participate in the CSIS and CFAC and met the associated requirements for inclusion in said studies in accordance with Section 1.5.3 of this SGIP. An Interconnection Request included in a cluster shall consider a higher queued Interconnection Request not included in the cluster. A lower queued Interconnection Request that is not included in the cluster shall consider all of the higher queued Interconnection Requests that are part of the cluster.~~

~~1.5.2 Order of Interconnection Requests in the CNR Group Study. Participation in a CNR Group Study shall be a prerequisite to achieve CNR Interconnection Service and CNI Interconnection Service.~~

~~The CNR Group Study (to be conducted in accordance with Section III.13.1.1.2.3 of the Tariff) shall include all Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service that have an associated New Capacity Show of Interest Form that was submitted during the New Capacity Show of Interest Submission Window for the purpose of qualification for participation in the same Forward Capacity Auction for a Capacity Commitment Period, in accordance with Section III.13.1.1.2 of the Tariff, as well as Long Lead Facilities in accordance with Section 3.2.3 of Schedule 22 of Section II of the Tariff. Where a CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a lower Queue Position is associated with a New Capacity Show of Interest Form that was submitted for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and another CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a higher Queue Position is not associated with a New Capacity Show of Interest Form that was submitted for qualification until a subsequent Forward Capacity Auction, the CNR Interconnection Service or CNI Interconnection Service Interconnection Request with the lower Queue Position will be included in the CNR Group Study prior to the CNR Interconnection Service or the CNI Interconnection Service Interconnection Request with the higher Queue Position.—~~

~~However, where an Interconnection Customer with a CNR Interconnection Service Interconnection Request submits a New Capacity Show of Interest Form for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and identifies in that New Capacity Show of Interest Form one or more Elective Transmission Upgrade Interconnection Request(s) for an Internal ETU that is not already included in the network model pursuant to Section III.12 of the Tariff for the particular Forward Capacity Auction, the CNR Interconnection Request will be included in the CNR Group Study at the lowest of the CNR Interconnection Request's or its associated Elective Transmission Upgrade Interconnection Request(s) for the Internal ETU's Queue Position. Where multiple Interconnection Customers' CNR Interconnection Service Interconnection Requests are associated with the same lower Queue Position for an Elective Transmission Upgrade Interconnection Request for an Internal ETU in the CNR Group Study, the CNR Interconnection Request's Queue Position will be used as the tie breaker to dictate the relative order in which the CNR Interconnection Service Interconnection Request will be included in the CNR Group Study.~~

~~An Interconnection Customer with a Generating Facility or that is associated with an Import Capacity Resource in the case of an Elective Transmission Upgrade that is treated as a Conditional Qualified New Resource, in accordance with Section III.13.1.1.2.3(f) of the Tariff, may be responsible for the facilities~~

~~and upgrades associated with an overlapping CNR Interconnection Service or CNI Interconnection Service Interconnection Request having a higher Queue Position if the Conditional Qualified New Resource obtains a Capacity Supply Obligation through a Forward Capacity Auction under Section III.13.2.5 of the Tariff.—~~

~~An Interconnection Customer with a lower queued CNR Interconnection Service Interconnection Request for a Generating Facility or CNI Interconnection Service Interconnection Request for an Elective Transmission Upgrade that has achieved Commercial Operation and obtained CNR Interconnection Service or CNI Interconnection Service, respectively, may be responsible for additional facilities and upgrades if the related higher queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains CNR Interconnection Service or CNI Interconnection Service, respectively. In such circumstance, Attachment 2 to the SGIA for the lower queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request shall specify the facilities and upgrades for which the Interconnection Customer shall be responsible if the higher queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains CNR Interconnection Service or CNI Interconnection Service, respectively.~~

~~Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service submitted to the System Operator pursuant to Schedules 22, 23, or 25 of Section II of the Tariff and interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates pursuant to the applicable state tariff, rules or procedures that have obtained Proposed Plan Application approval from the System Operator pursuant to Section I.3.9 of the Tariff shall be included in the CNR Group Study in order of submission/approval (the dates of submission shall be used for Interconnection Requests submitted to the System Operator and the dates of Proposed Plan Application approval shall be used for interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates). Interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates that have not yet received the System Operator's approval for their Proposed Plan Applications under Section I.3.9 of the Tariff at the commencement of the CNR Group Study shall be included in the CNR Group Study after all Interconnection Requests submitted to the System Operator pursuant to Schedules 22, 23, or 25 of Section II of the Tariff and all interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates pursuant to the applicable state tariff, rules or procedures that have obtained Proposed Plan Application~~

approval from the System Operator pursuant to Section I.3.9 of the Tariff have been included in the CNR Group Study in order of submission to the Interconnecting Transmission Owners or their distribution company affiliate.

### **~~1.5.3—Clustering.—~~**

~~Clustering Interconnection Studies shall be conducted in such a manner to ensure the efficient implementation of the applicable Regional System Plan in light of the New England Transmission System's capabilities for the time period under study. The System Operator may study an Interconnection Request serially to the extent warranted by Good Utility Practice based upon the electrical remoteness of the proposed Small Generating Facility.—~~

#### **~~1.5.3.1 Triggers for Studying Interconnection Requests in Clusters.~~**

~~At the discretion of the System Operator, Interconnection Requests will be studied in clusters for the purpose of the Interconnection System Impact Study and the Interconnection Facilities Study when the combination of the following circumstances is present in the interconnection queue: (a) there are two (2) or more Interconnection Requests without completed Interconnection System Impact Studies in the same electrical part of the New England Control Area based on the requested Point of Interconnection, and (b) the System Operator has determined that none of the Interconnection Requests identified in (a) of this Section 1.5.3.1 will be able to interconnect, either individually or on a cluster basis, without the use of common significant new transmission line infrastructure rated at 115 kV AC or HVDC.~~

#### **~~1.5.3.2 Notice of Initiation of Cluster Studies.—~~**

~~When the combination of the triggers specified in Section 1.5.3.1 of this SGIP are present in the interconnection queue, the System Operator will provide notice to the Planning Advisory Committee of the initiation of a cluster for studying certain Interconnection Requests under the Regional System Planning Process in accordance with Section 15.1 of Attachment K, Section II of the Tariff. The System Operator also will provide notice to the Interconnection Customers with Interconnection Requests identified in Section 1.5.3.1 of this SGIP, and at the time the System Operator notifies the Planning Advisory Committee of the initiation of a cluster, all study work for these Interconnection Requests will be suspended, and they will proceed under Section 1.5.3 of this SGIP. The System Operator will conduct Clustering in two phases. In the first phase, the System Operator will perform a CRPS to identify the CETU and associated system upgrades to enable the interconnection of potentially all of the resources proposed in the Interconnection Requests considered in Section 1.5.3.1 of this SGIP, consistent with Section 15.2 of Attachment K. In the second phase, the System Operator will conduct a CSIS and a~~

~~CFAC to study the Interconnection Requests identified through the CRPS that have elected to participate in the CSIS together with the identified CETU and associated system upgrades, in accordance with this SGIP.~~

~~Within sixty (60) Calendar Days of the System Operator's notice to the Planning Advisory Committee of the initiation of the use of Clustering for studying certain Interconnection Requests under the Regional System Planning Process in accordance with Section 15.1 of Attachment K, Section II of the Tariff, Interconnection Customers with Interconnection Requests identified in Section 1.5.3.1 shall submit the technical data called for in Attachment 2 (including Attachment A, if applicable) to this SGIP to support the conduct of the CRPS.~~

### **~~1.5.3.3 Cluster Interconnection System Impact Study.~~**

#### **~~1.5.3.3.1 Notice of Cluster Interconnection System Impact Study Entry Deadline.~~**

~~At the same time the System Operator issues the final CRPS report to the Planning Advisory Committee in accordance with Section 15.4 of Attachment K, the System Operator will provide notice of the entry deadline for the CSIS (the "Cluster Entry Deadline") to the Interconnection Customers with Interconnection Requests identified in the final CRPS report as eligible to participate in the CSIS. The Cluster Entry Deadline shall be thirty (30) Calendar Days from the posting of the final CRPS report.~~

#### **~~1.5.3.3.2 Cluster Interconnection System Impact Study Entry Requirements.~~**

~~All Interconnection Requests identified in the final CRPS report, by Queue Position as assigned in accordance with Section 1.5.1 of this SGIP, shall be eligible to be studied together in the CSIS.~~

**~~1.5.3.3.2.1 Cluster Entry Deadline Election.~~** ~~By the Cluster Entry Deadline, an Interconnection Customer with an Interconnection Request identified as eligible to be studied in the CSIS must, in writing:—~~

- ~~(i) — withdraw the Interconnection Request, pursuant to Section 1.8;—~~
- ~~(ii) — request that the System Operator re-assign the Interconnection Customer's Interconnection Request a new Queue Position at the bottom of the queue as of the Cluster Entry Deadline in relative order with any other Interconnection Requests requesting to be re-queued under this Section 1.5.3.3.2.1; or—~~
- ~~(iii) — request to be included in the CSIS and meet the CSIS entry requirements specified in Section 1.5.3.3.2.2.—~~

~~If, by the Cluster Entry Deadline, Interconnection Customer fails to withdraw its Interconnection Request, request to be re-assigned a Queue Position at the bottom of the queue, or request to be included in the CSIS and meet the CSIS entry requirements, then the Interconnection Request will be automatically withdrawn from the interconnection queue as of the Cluster Entry Deadline without further opportunity to cure. If Interconnection Customer elects option (iii) and does not meet all of the CSIS entry requirements specified in Section 1.5.3.3.2.2 by the Cluster Entry Deadline, the Interconnection Request will be automatically withdrawn from the interconnection queue as of the Cluster Entry Deadline without further opportunity to cure. If an initial Cluster Participation Deposit had been submitted as part of the incomplete CSIS entry requirements submission, the initial Cluster Participation Deposit will be refunded at the time the Interconnection Request is withdrawn.~~

#### **~~1.5.3.3.2.2. CSIS Entry Requirements.~~**

~~An Interconnection Customer with an Interconnection Request identified in the final CRPS report as eligible to be studied in the CSIS that elects option (iii) under Section 1.5.3.3.2.1 must meet the following CSIS entry requirements in order to be included in the CSIS:—~~

~~(1) **Cluster System Impact Study Application.** By the Cluster Entry Deadline, Interconnection Customer must submit to the System Operator, a completed Cluster System Impact Study Application in the form specified in Attachment 2, Attachment A-1 to this SGIP requesting the inclusion of the Interconnection Request in the CSIS;~~

~~(2) **System Impact Study Agreement, Study Deposit, Technical Data, and Site Control.** If an Interconnection Feasibility Study Agreement or an Interconnection System Impact Study Agreement has been executed prior to the issuance of the final CRPS report identifying the Interconnection Request as eligible for inclusion in a CSIS, such agreement shall terminate upon execution of a new Interconnection System Impact Study Agreement in accordance with this Section 1.5.3.3.2.2, and any unused balance of the study deposit associated with the terminated agreement shall be applied toward the study deposit associated with the new Interconnection System Impact Study Agreement.~~

~~Within fifteen (15) Business Days following the Cluster Entry Deadline, the System Operator and Interconnecting Transmission Owner will provide to Interconnection Customer an Interconnection System Impact Study Agreement, including a non-binding good faith estimate of the costs and timeframe for commencing and completing the CSIS.—~~

~~The Interconnection Customer shall execute the Interconnection System Impact Study Agreement and deliver the executed Interconnection System Impact Study Agreement to the System Operator no later than thirty (30) Calendar Days after receipt along with continued demonstration of Site Control, the technical data called for in Attachment 2 (including Attachment A, if applicable), and a refundable study deposit, to the extent that any additional study deposit is required, in accordance with Section 3.4.2 of this SGIP.~~

~~**(3) Cluster Participation Deposit.** By the Cluster Entry Deadline, Interconnection Customer must also submit to the System Operator an initial Cluster Participation Deposit equal to five (5) percent of the Interconnection Customer's cost allocation responsibility for the CETU and associated system upgrades to be determined based on the cost estimates provided in the final CRPS report. If the System Operator subsequently identifies that an Internal ETU has met the requirements to take the place of a CETU, or portion thereof, pursuant to Section 1.5.3.3.3.4 of this SGIP, the initial Cluster Participation Deposit will be reduced to exclude the costs associated with the CETU, or portion thereof, that is being replaced by the Internal ETU, and the Interconnection Customer shall be refunded the corresponding amount. Cost allocation of the CETU and associated upgrades shall be in accordance with Schedule 11, Section II of this Tariff.—~~

~~The initial Cluster Participation Deposit will be fully refunded (with interest to be calculated in accordance with Section 1.8 of this SGIP) to Interconnection Customer with an Interconnection Request that met the cluster entry requirements: (i) if the cluster is initially undersubscribed by more than ten (10) percent of the quantity of megawatts that the CETU developed through the CRPS was designed to enable and the Interconnection Customer withdraws the Interconnection Request, pursuant to Section 1.8, before the CSIS starts, (ii) if the CSIS is initially oversubscribed as described in Section 1.5.3.3.3.2 of this SGIP (e.g., the CETU developed through the CRPS is designed to enable 1,000 MW and more than 1,000 MW meet the CSIS entry requirements by the Cluster Entry Deadline), in which case the Cluster Participation Deposits will be refunded to Interconnection Customers with Interconnection Requests corresponding to the oversubscribed megawatt quantities, (iii) if the cost estimates for the CETU and the associated system upgrades provided in the final CRPS report for the entire cluster have increased by twenty five (25) percent or more when compared to the cost estimates provided in the draft CSIS report or the draft CFAC report and the Interconnection Customer withdraws the Interconnection Request, pursuant to Section 1.8, within thirty (30) Calendar Days after receipt of the draft CSIS report or the draft CFAC report in~~

~~accordance with Section 3.4.5 and Section 3.5.4 of this SGIP, respectively, (iv) if less than two (2) Interconnection Requests included in the CSIS remain in the interconnection queue during the CSIS or CFAC, as applicable, in which case, the CSIS or the CFAC terminates and the remaining Interconnection Request proceeds in serial queue order, (v) at the time the Interconnection Customer with an Interconnection Request included in the CSIS provides to the Interconnecting Transmission Owner the deposit specified in Section 4.8 of this SGIP, (vi) if no Interconnection Customer with an Interconnection Request included in the cluster executes an Interconnection Agreement and provides to the Interconnecting Transmission Owner the deposit specified in Section 4.8 of this SGIP, or (vii) if all Interconnection Requests included in the cluster withdraw from the interconnection queue.—~~

~~Otherwise, the initial Cluster Participation Deposit shall be non-refundable if the Interconnection Customer withdraws its Interconnection Request or the Interconnection Request is withdrawn from the interconnection queue at any time after the Cluster Entry Deadline. The non-refundable initial Cluster Participation Deposits shall be re-allocated, according to the cost allocation methodology contained in Schedule 11, to the Interconnection Customers with Interconnection Requests included in a cluster at the time the facilities proposed in the Interconnection Requests achieve Commercial Operation.—~~

#### ~~**1.5.3.3.3 Cluster Filling, Oversubscription and Backfilling Upon Withdrawal.**~~

~~**1.5.3.3.3.1 Cluster Filling.** The CSIS shall be filled with all Interconnection Requests in the same electrical part of the New England Control Area relative to the CETU identified in the final CRPS report that do not yet have a completed Interconnection System Impact Study and met the CSIS entry requirements by the Cluster Entry Deadline up to the approximate megawatt quantity identified in the CRPS as potentially enabled by the CETU. The Interconnection Requests will be included in the CSIS in queue order, based on the Queue Positions assigned in accordance with Section 1.5.1 of this SGIP, relative to other eligible Interconnection Requests.~~

~~**1.5.3.3.3.2 Cluster Oversubscription.** If an Interconnection Customer with an Interconnection Request identified in the final CRPS report as eligible to participate in a CSIS met the CSIS entry requirements and therefore would have been eligible for inclusion in the CSIS but is excluded as a result of the quantity of megawatts identified as potentially enabled by the CETU in the final CRPS report having been exhausted in queue order under Section 1.5.3.3.3.1, (i) the Cluster Participation Deposit for the CSIS will be refunded to the Interconnection Customer, and (ii) the Interconnection Request will maintain its Queue Position. If there are two (2) or more Interconnection Requests after the CSIS is filled, the System~~



~~Operator will initiate another cluster to identify the transmission infrastructure to enable the interconnection of another round of Interconnection Requests consistent with Section 15.1 of Attachment K.~~

~~**1.5.3.3.3 Cluster Backfilling Upon Withdrawal.** Upon withdrawal of an Interconnection Request that is included in the CSIS, the System Operator will backfill the CSIS, in queue order, with later queued Interconnection Requests consistent with the methodology used to fill the original CSIS as specified in Section 1.5.3.3.1 of this SGIP. The System Operator will notify all Interconnection Customers with Interconnection Requests identified by the System Operator as eligible for backfilling that the respective Small Generating Facility (or part thereof) proposed in the Interconnection Request is eligible to participate in the CSIS, and the Interconnection Customer shall have thirty (30) Calendar Days from receipt of System Operator's notice to withdraw its Interconnection Request, request to be re-assigned a Queue Position at the bottom of the queue, or accept the inclusion of the Interconnection Request (or part thereof, in which case the Interconnection Customer shall modify the Interconnection Request to reflect the appropriate reduction) in the CSIS and meet the CSIS entry requirements, consistent with Section 1.5.3.3.2 of this SGIP. If the Interconnection Customer does not make one of these three elections and complete the associated requirements by the thirtieth Calendar Day, the System Operator shall automatically withdraw the Interconnection Request from the interconnection queue without further opportunity to cure and consider other later queued Interconnection Requests.~~

~~**1.5.3.3.4 Scope of Cluster Interconnection System Impact Study.** Except as otherwise provided in this Section 1.5.3.3.4, the CSIS shall be conducted in accordance with Sections 3.4.3 and 3.4.4 of this SGIP. The Study Case developed for the CSIS shall also include the CETU and associated system upgrades identified in the final CRPS report. An Internal ETU can be considered, and included in the CSIS, in place of a CETU, or portion thereof, if all of the Interconnection Customers with Interconnection Requests included in the cluster that the ISO has determined need to use the Internal ETU have indicated in the Cluster Application Form or with the executed Interconnection System Impact Study Agreement that they have a contractual commitment in place providing for the Interconnection Customers to fund and the right to use the Internal ETU. The CSIS shall evaluate the proposed interconnections to the New England Transmission System under the NC Interconnection Standard consistent with Section 1.7.2 of this SGIP and as detailed in the ISO New England Planning Procedures. Consistent with the NC Interconnection Standard, the evaluation will include conditions where the projects proposed in the Interconnection Requests that are included in the CSIS are not dispatched against each other if they do not~~

~~share a system constraint that would provide the basis for a redispatch condition. The CSIS shall consist of the analysis specified in Section 3.4.3 of this SGIP except for analysis associated with an Interconnection Feasibility Study or a preliminary, non-binding, analysis. An Interconnection Customer with an Interconnection Request being studied as part of the CSIS cannot elect to have the Interconnection Feasibility Study or a preliminary, non-binding, analysis performed as part of the CSIS.~~

**~~1.5.3.3.5. Restudy of Cluster Interconnection System Impact Study.~~** ~~In addition to the circumstances specified in Section 3.4.6 of this SGIP, a re-study of the CSIS is required due to the withdrawal of an Interconnection Request that had been included in the CSIS. Upon withdrawal of an Interconnection Request that had been included in the CSIS, the System Operator will backfill the CSIS with eligible Interconnection Requests pursuant to Section 1.5.3.3.3.3. A re-study will be conducted to determine if there are any changes in the upgrades identified during the CSIS with the exception of the CETU identified in the final CRPS report, which shall remain configured consistent with the megawatt quantity(ies) considered in the final CRPS report.—~~

#### **~~1.5.3.4. Cluster Interconnection Facilities Study.~~**

~~Notwithstanding any other provision in this SGIP, an Interconnection Customer with an Interconnection Request included in a completed CSIS will not be eligible to waive the, or request a separate, CFAC. All Interconnection Customers with an Interconnection Request included in a completed CSIS shall be studied together in the CFAC for the purpose of implementing the conclusions of the CSIS with respect to non-sole use facilities.—~~

##### **~~1.5.3.4.1 Cluster Interconnection Facilities Study Entry Requirements.~~**

~~An Interconnection Customer with an Interconnection Request that was included in a completed CSIS shall execute an Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to the System Operator, together with the required technical data and refundable deposit for the Interconnection Facilities Study as specified in Section 3.5.1 of this SGIP.~~

**~~1.5.3.4.2. Scope of Interconnection Facilities Study.~~** ~~The CFAC will be conducted in accordance with Sections 3.5.2 and 3.5.3 of this SGIP based on a +/- 20 percent good faith cost estimate.—~~

**~~1.5.3.4.3 Re-study of the Interconnection Facilities Study.~~** ~~In addition to the circumstances specified in Section 3.5.5 of this SGIP, a re-study of the CFAC is required due to the withdrawal of an~~

~~Interconnection Request that had been included in the CFAC. Upon withdrawal of an Interconnection Request included in the CFAC, the System Operator will backfill the CSIS with eligible Interconnection Requests pursuant to Section 1.5.3.3.3.3. A re-study of the CSIS and CFAC will be conducted to determine if there are any changes in the upgrades identified during the CSIS and CFAC with the exception of the CETU identified in the final CRPS report, which shall remain consistent with the megawatt quantity(ies) considered in the final CRPS report.~~

~~**1.5.3.4.4 Additional Cluster Participation Deposit.** Within thirty (30) Calendar Days after receipt of the final CFAC report in accordance with Section 3.5.3 of this SGIP, an Interconnection Customer with an Interconnection Request included in the CFAC shall submit to the System Operator an additional Cluster Participation Deposit equal to five (5) percent of the Interconnection Customer's cost allocation responsibility for the CETU and associated system upgrades to be determined based on the cost estimates provided in the final CFAC report. Cost allocation of the CETU and associated upgrades shall be in accordance with Schedule 11, Section II of this Tariff.~~

~~The additional Cluster Participation Deposit provided under this Section 1.5.3.4.4 will be fully refunded (with interest to be calculated in accordance with Section 1.8 of this SGIP) to Interconnection Customer that submitted the additional Cluster Participation Deposit if the conditions specified in Sections 1.5.3.3.2.2(3)(v), (vi), or (vii) above occur.~~

~~Otherwise, the additional Cluster Participation Deposit shall be non-refundable if the Interconnection Customer withdraws its Interconnection Request or the Interconnection Request is withdrawn from the interconnection queue. The non-refundable additional Cluster Participation Deposits shall be re-allocated, according to the cost allocation methodology contained in Schedule 11, to the Interconnection Customers with Interconnection Requests included in a cluster at the time the facilities proposed in the Interconnection Requests achieve Commercial Operation.~~

~~**1.5.4 Transferability of Queue Position.** An Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Generating Facility identified in the Interconnection Request and the Point of Interconnection does not change. The Interconnection Customer must notify the System Operator, in writing, of any transfers of Queue Position and must provide the System Operator with the transferee's contact information, and System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same.~~

~~1.5.5 **Modifications.** Any modification to the Interconnection Request, including the information provided in the attachments, and to the machine data or equipment configuration or to the interconnection site of the Small Generating Facility not agreed to in writing by the System Operator, in consultation with the Interconnecting Transmission Owner, and the Interconnection Customer may be deemed a withdrawal of the Interconnection Request and may require submission of a new Interconnection Request, unless proper notification of each Party by the other and a reasonable time to cure the problems created by the change are undertaken. An Interconnection Customer may decrease the electrical output of a proposed Small Generating Facility after the Cluster Entry Deadline specified in Section 1.5.3.3.1 of this SGIP; however, the requesting Interconnection Customer remains responsible for costs corresponding to the megawatt quantity requested as of the Cluster Entry Deadline. A request to: (1) increase the energy capability or capacity capability output of or add energy storage capability to the Small Generating Facility above that specified in an Interconnection Request, an existing Interconnection Agreement (whether executed or filed in unexecuted form with the Commission), or as established pursuant to 1.6.4 of this SGIP shall require a new Interconnection Request for the incremental increase and such Interconnection Request will receive the lowest Queue Position available at that time for the purposes of cost allocation and study analysis; and (2) change from NR Interconnection Service to CNR Interconnection Service, at any time, shall require a new Interconnection Request for CNR Interconnection Service and such Interconnection Request will receive the lowest Queue Position available at that time for the purposes of cost allocation and study analysis.~~

Notwithstanding the foregoing, for Interconnection Requests deemed valid prior to June 1, 2020, the following timeout rules shall apply: (1) an Interconnection Customer with an Interconnection Request for CNR Interconnection Service has until the Forward Capacity Auction for which the associated Capacity Commitment Period begins less than seven (7) years from the date of the original Interconnection Request for CNR Interconnection Service to clear the entire megawatt amount for which the CNR Interconnection Service was requested (or as that amount has been modified in accordance with this Section 1.5.5); and (2) a new Interconnection Request for CNR Interconnection Service will be required for the Generating Facility to participate in any subsequent auctions. The foregoing timeout rules shall not apply to Interconnection Requests deemed valid after May 31, 2020.

## **1.6 — Procedures for Transition**

~~1.6.1 Queue Position for Pending Requests. Any Interconnection Customer assigned a Queue Position prior to November 1, 2017 shall retain that Queue Position subject to Section 1.6 of the SGIP.~~

~~1.6.1.1 If an Interconnection Study Agreement has not been executed prior to November 1, 2017, then such Interconnection Study, and any subsequent Interconnection Studies, shall be processed in accordance with the version of this SGIP in effect on November 1, 2017 (or as revised thereafter).—~~

~~-~~

~~1.6.1.2 If an Interconnection Study Agreement has been executed prior to November 1, 2017, such Interconnection Study shall be completed in accordance with the terms of such agreement.—  
If an Interconnection Study Agreement has been executed prior to November 1, 2017, but the Interconnection Study has not commenced, such Interconnection Study shall be completed, and any subsequent Interconnection Studies shall be processed, in accordance with the version of the SGIP in effect on November 1, 2017. Interconnection Studies for Interconnection Requests seeking to interconnect into the Northern and Western Maine parts of the New England Control Area that do not have a completed Interconnection System Impact Study by November 1, 2017 shall be included in the Maine Resource Integration Study, which shall be the first CRPS. The Interconnection Customers identified in the Maine Resource Integration Study as eligible to participate in the associated Cluster System Impact Study shall make one of the elections and complete the associated requirements specified in Section 1.5.3.3.2 of this SGIP within thirty (30) Calendar Days from the later of November 1, 2017 or the final Maine Resource Integration Study report. If the Interconnection Customer does not make one of the elections and complete the associated requirements by the thirtieth Calendar Day, the System Operator shall automatically withdraw the Interconnection Request from the interconnection queue without further opportunity to cure.—~~

~~1.6.2 Transition Period. To the extent necessary, the System Operator, Interconnection Customers with an outstanding Interconnection Request (i.e., an Interconnection Request for which an SGIA has neither been executed nor submitted to the Commission for approval prior to November 1, 2017), Interconnecting Transmission Owner and any other Affected Parties, shall transition to proceeding under the version of the SGIP in effect as of November 1, 2017 (or as revised thereafter) within a reasonable period of time not to exceed sixty (60) Calendar Days. The use of the term “outstanding Interconnection Request” herein shall mean any Interconnection Request, on November 1, 2017: (i) that has been submitted, together with the required deposit and attachments, but not yet accepted by the System Operator; (ii) where the related SGIA has not yet been submitted to the Commission for approval in executed or~~

~~unexecuted form, (iii) where the relevant Interconnection Study Agreements have not yet been executed, or (iv) where any of the relevant Interconnection Studies are in process but not yet completed. Any Interconnection Customer with an outstanding Interconnection Request as of the effective date of this SGIP may request a reasonable extension of the next applicable deadline if necessary to avoid undue hardship or prejudice to its Interconnection Request. A reasonable extension, not to exceed sixty (60) Calendar Days, shall be granted by the System Operator to the extent consistent with the intent and process provided for under this SGIP.~~

#### **Interconnection Requests for Distribution Facilities Submitted Prior to August 28, 2022**

~~Interconnection Customers: (i) with Interconnection Requests for distribution facilities that were subject to the Tariff prior to August 28, 2022; (ii) that submitted the Interconnection Request to the System Operator prior to August 28, 2022; and (iii) that have not completed the applicable interconnection process under a state tariff, rules or procedures shall complete the System Operator's interconnection process in Schedule 23 of Section II of the Tariff. Interconnection Customers: (i) with Interconnection Requests for distribution facilities that were subject to the Tariff prior to August 28, 2022; (ii) that had already completed the applicable interconnection process under a state tariff, rules or procedures; and (iii) that subsequently submitted an Interconnection Request to the System Operator prior to August 28, 2022 may either complete the System Operator's interconnection process in Schedule 23 of Section II of the Tariff or withdraw the Interconnection Request submitted to the System Operator.~~

**1.6.3 One-Time Election for CNR Interconnection Service at Queue Position Assigned Prior to February 1, 2009.** ~~An Interconnection Customer with an outstanding Interconnection Request will be eligible to make a one-time election to be considered for CNR Interconnection Service at the Queue Position assigned prior to February 1, 2009. The Interconnection Customer's one-time election must be made by the end of the New Generating Capacity Show of Interest Submission Window for the fourth Forward Capacity Auction. Interconnection Customers requesting CNR Interconnection Service will be required to comply with the requirements for CNR Interconnection Service set forth in Section 1.7.1. Interconnection Customers requesting CNR Interconnection Service that have not received a completed Interconnection System Impact Study may request a preliminary, non-binding, analysis of potential upgrades that may be necessary for the fourth Forward Capacity Auction—the prompt or near-term auction—pursuant to Sections 3.3.2 or 3.4.3, whichever is applicable.~~

#### **1.6.4 Grandfathering.**

~~1.6.4.1 An Interconnection Customer's Generating Facility that is interconnected pursuant to an Interconnection Agreement executed or submitted to the Commission for approval prior to February 1, 2009, will maintain its status as a Network Resource with Network Resource Interconnection Service-eligible to participate in the New England Markets, in accordance with the requirements of Market Rule 1, Section III of the Tariff, up to the megawatt amount specified in the Interconnection Agreement, subject to the Interconnection Customer satisfying all requirements set forth in the Interconnection Agreement and this SGIP. If the Generating Facility does not meet the criteria set forth in Section 1.6.4.3 of this SGIP, the Interconnection Customer will be eligible to make a one-time election, pursuant to Section 1.6.3, for Capacity Network Resource treatment without submitting a new Interconnection Request; however, the Interconnection Customer will be required to comply with the requirements for CNR Interconnection Service set forth in Section 1.7.1. Upon completion of the requirements to obtain CNR Interconnection Service, the Interconnection Customer's Interconnection Agreement shall be amended to conform to the SGIA in Exhibit 1 of this SGIP.~~

~~1.6.4.2 An Interconnection Customer's Generating Facility governed by an Interconnection Agreement either executed or filed with the Commission in unexecuted form prior to August 1, 2008, shall maintain the Queue Position assigned as of August 1, 2008, and be eligible to participate in the New England Markets, in accordance with the requirements in Market Rule 1, Section III of the Tariff, as in effect as of August 1, 2008, so long as the Interconnection Customer complies with all of the requirements specified in the Interconnection Agreement, including achieving the milestones associated with At-Risk Expenditures, subject to Section 1.5.5 of this SGIP.~~

~~1.6.4.3 All resources that are treated as Existing Generating Capacity Resources in the fourth Forward Capacity Auction pursuant to Section III.13 of the Tariff shall receive treatment as a CNR and obtain CNR Interconnection Service, in accordance with this SGIP, up to the CNR Capability of the resource. The grandfathered CNR Capability for these resources shall be equal to the megawatt amount established pursuant to the following hierarchy:-~~

~~(a) First, the megawatt amount specified in an Interconnection Agreement (whether executed or filed in unexecuted form with the Commission).~~

~~(b) Second, in the absence of an Interconnection Agreement with a specified megawatt amount, the megawatt amount specified in an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision).~~

~~(c) Third, in the absence of an Interconnection Agreement and an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) with a specified megawatt amount, as determined by the System Operator based on the documented historic capability of the Generating Facility.—~~

~~Where a resource has both an Interconnection Agreement and an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision), the lower megawatt amount will govern until the resource completes the applicable process(es) under the Tariff for obtaining the higher megawatt amount. The absence of an Interconnection Agreement or an approval pursuant to Section I.3.9 (or its predecessor provision) specifying a megawatt amount shall be confirmed by an affidavit executed by a corporate officer of the resource attesting that the resource does not have an Interconnection Agreement and/or an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) that specifies a megawatt amount.~~

~~Where the governing document (as determined by the hierarchy set forth in 1.6.4.3) specifies a megawatt amount at an ambient temperature consistent with the definition of CNR Capability, the grandfathered CNR Capability shall be equal to that amount.~~

~~Where the governing document (as determined by the hierarchy set forth in Section 1.6.4.3) does not specify an ambient temperature, the megawatt amount will be deemed to be at the value consistent with the definition of CNR Capability.~~

~~Where the implementation of this Section 1.6.4.3 results in a CNR Capability that is different than previously had been identified, the revised CNR Capability will be applied commencing with the next Forward Capacity Auction qualification process (after the revised CNR Capability value is identified), which is initiated by the Show of Interest Window in accordance with Section III.13 of the Tariff. The revised CNR Capability will continue to govern until the resource completes the applicable process(es) for obtaining the higher megawatt amount.~~

~~1.6.4.4 All resources that are treated as Existing Generating Capacity Resources in the fourth Forward Capacity Auction pursuant to Section III.13 of the Tariff shall receive treatment as a NR and obtain NR~~



~~Interconnection Services in accordance with this SGIP, up to the NR Capability of the resource. The grandfathered NR Capability shall be determined pursuant to the hierarchy set forth in Section 1.6.4.3.~~

~~Where the governing document (as described by the hierarchy set forth in Section 1.6.4.3) of a resource for which a temperature adjustment curve is used for the claimed capability verification, as set forth in the ISO New England Manuals, specifies a megawatt amount at an ambient temperature, the grandfathered NR Capability shall be equal to a temperature adjusted value consistent with the definition of NR Capability.~~

~~Where the governing document (as determined by the hierarchy set forth in Section 1.6.4.3) does not specify an ambient temperature, the megawatt amount will be deemed to be at the value consistent with the definition of NR Capability.~~

## **~~1.7 — Type of Interconnection Services~~**

~~At the time the Interconnection Request is submitted, the Interconnection Customer must request either CNR Interconnection Service or NR Interconnection Service, as described in Sections 1.7.1 and 1.7.2 below. An Interconnection Customer that meets the requirements to obtain CNR Interconnection Service shall obtain NR Interconnection Service up to the NR Capability upon completion of all requirements for NR Interconnection Service, including all necessary upgrades. Upon completion of all requirements for the CNR Interconnection Service, the Interconnection Customer shall also receive CNR Interconnection Service for CNR Capability. An Interconnection Customer that meets the requirements to obtain NR Interconnection Service shall receive NR Interconnection Service for the Interconnection Customer's Generating Facility NR Capability.~~

### **~~1.7.1 Capacity Network Resource Interconnection Service~~**

~~**1.7.1.1 The Product.** The System Operator must conduct the necessary studies in conjunction with the Interconnecting Transmission Owner, and with other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and the Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect the Small Generating Facility in a manner comparable to that in which CNRs are interconnected under the CC Interconnection Standard. CNR Interconnection Service allows the Interconnection Customer's Small Generating Facility to be designated as a CNR, and to participate in the~~

New England Markets, in accordance with the Tariff, up to the CNR Capability or as otherwise provided in the Tariff, on the same basis as existing CNRs, and to be studied as a CNR on the assumption that such a designation will occur.

~~1.7.1.2 **The Studies.** All Interconnection Studies for CNR Interconnection Service shall assure that the Interconnection Customer's Small Generating Facility satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System. The CNR Group Study for CNR Interconnection Service shall assure that the Interconnection Customer's Small Generating Facility can be interconnected in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other CNRs and Elective Transmission Upgrades with CNI Interconnection Service, in accordance with the CC Interconnection Standard and as detailed in the ISO New England Planning Procedures. The Interconnection Request may also be studied with the New England Transmission System under non-peak load conditions. However, upon request by the Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain in writing to the Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.~~

~~1.7.1.3 **Milestones for CNR Interconnection Service.** In addition to the requirements set forth in this SGIP, an Interconnection Customer with an Interconnection Request for CNR Interconnection Service shall complete the following milestones prior to receiving CNR Interconnection Service for the CNR Capability, such milestones to be specified in Attachment 4 of the SGIA as either completed or to be completed: (i) submit the necessary requests for participation in the Forward Capacity Auction associated with the Generating Facility's requested Commercial Operation Date (except as modified by Agreement with the System Operator pursuant to Section 1.5.5 of this SGIP), in accordance with the provisions of Section III.13 of the Tariff; (ii) participate in a CNR Group Study for the Forward Capacity Auction associated with the requested Generating Facility's Commercial Operation Date; (iii) qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff; and (iv) complete a re-study of the applicable Interconnection Study and CNR Group Study after the Forward Capacity Auction, Reconfiguration Auction, or bilateral transaction through which the Interconnection Customer received a Capacity Supply Obligation to determine the cost responsibility for facilities and upgrades necessary to accommodate the Interconnection Request. The re-study shall include those CNR Interconnection Service or CNI Interconnection Service Interconnection Requests with a higher Queue Position that cleared and shall exclude any upgrades that are no longer necessary as a result of existing capacity that~~

~~will be retired as of the start of the Capacity Commitment Period for which the resource has received a Capacity Supply Obligation. With respect to (iv) above, if an Interconnection Study Agreement has been executed, the Interconnection Study associated with the Interconnection Study Agreement shall include the necessary analysis that would otherwise have been performed in a re-study. If the original Interconnection Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Study Agreement. If an SGIA has been either executed or filed with the Commission in unexecuted form, then the last Interconnection Study completed for the Interconnection Customer under this SGIP shall be subject to re-study. The Attachments to the SGIA shall be amended (pursuant to Article 12.2 of the SGIA) to reflect CNR Capability and the results of the re-study.~~

### **~~1.7.2—Network Resource Interconnection Service~~**

~~1.7.2.1 **The Product.** The System Operator must conduct the necessary studies in conjunction with the Interconnecting Transmission Owner, and with other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and the Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect the Small Generating Facility in a manner comparable to that in which Network Resources are interconnected under the NC Interconnection Standard. NR Interconnection Service allows the Interconnection Customer's Small Generating Facility to participate in the New England Markets in accordance with the provisions of Market Rule 1, Section III of the Tariff, up to the gross and net NR Capability or as otherwise provided in Market Rule 1, Section III of the Tariff, on the same basis as other Network Resources. Notwithstanding the above, the portion of a Small Generating Facility that has been designated solely as a Network Resource interconnected under the NC Interconnection Standard cannot be a capacity resource under Section III.13 of the Tariff, except pursuant to a new Interconnection Request for CNR Interconnection Service.~~

~~1.7.2.2 **The Studies.** The Interconnection Studies for an Network Resource shall assure that the Interconnection Customer's Small Generating Facility satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the unit, in accordance with the NR Interconnection Standard and as detailed in the ISO New England Planning Procedures. The System Operator, in coordination with the~~

~~Interconnecting Transmission Owner, may also study the New England Transmission System under non-peak load conditions.~~

~~However, upon request by the Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain in writing to the Interconnecting Transmission Owner why the study of non-peak load conditions is required for reliability purposes.~~

~~1.7.2.3 Milestones for NR Interconnection Service. An Interconnection Customer with an Interconnection Request for NR Interconnection Service shall complete the requirements in this SGIP prior to receiving NR Interconnection Service.~~

## **~~1.8 — Withdrawal~~**

~~1.8.1 The Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to System Operator, which System Operator will transmit to the Interconnecting Transmission Owner and any Affected Parties. In addition, if the Interconnection Customer fails to adhere to all requirements of this SGIP, except as provided in Section 4.2 (Disputes), the System Operator shall deem the Interconnection Request to be withdrawn and shall provide written notice to the Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Except as otherwise provided elsewhere in this SGIP, upon receipt of such written notice, the Interconnection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cure the deficiency or to notify the System Operator of its intent to pursue dispute resolution, and the System Operator shall notify the Interconnecting Transmission Owner and any Affected Parties of the same.~~

~~1.8.2 Withdrawal shall result in the loss of the Interconnection Customer's Queue Position. If an Interconnection Customer disputes the withdrawal and loss of its Queue Position, then during dispute resolution, the System Operator may eliminate the Interconnection Customer's Interconnection Request from the queue until such time that the outcome of dispute resolution would restore its Queue Position. An Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to System Operator, Interconnecting Transmission Owner, and any Affected Parties all costs prudently incurred with respect to that Interconnection Request prior to the System Operator's receipt of notice described above. The Interconnection Customer must pay all monies due before it is allowed to obtain any interconnection study data or results.~~

~~1.8.3 The System Operator shall update the OASIS Queue Position posting. The System Operator and Interconnecting Transmission Owner shall: (i) arrange to refund to the Interconnection Customer any portion of the Interconnection Customer's deposit or study payments that exceeds the costs incurred; or (ii) arrange to charge to the Interconnection Customer any amount of such costs incurred that exceed the Interconnection Customer's deposit or study payments. In the event of such withdrawal, the System Operator, subject to the confidentiality provisions of Section 4.5 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information, shall provide, at Interconnection Customer's request, all information developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.~~

## **~~SECTION 2. FAST TRACK PROCESS~~**

### **~~2.1 — Applicability~~**

~~The Fast Track Process is available to an Interconnection Customer proposing to interconnect its Small Generating Facility with the Distribution System that is part of the Administered Transmission System if the Small Generating Facility's capacity does not exceed the size limits identified in the table below. Small Generating Facilities below these limits are eligible for Fast Track review. However, Fast Track eligibility is distinct from the Fast Track Process itself, and eligibility does not imply or indicate that a Small Generating Facility will pass the Fast Track screens in section 2.2.1 below or the Supplemental Review screens in section 2.4.4 below.~~

~~Fast Track eligibility is determined based upon the generator type, the size of the generator, voltage of the line and the location of and the type of line at the Point of Interconnection. All Small Generating Facilities connecting to lines greater than or equal to 69 kilovolt (kV) are ineligible for the Fast Track Process regardless of size. All synchronous and induction machines must be no larger than 2 MW to be eligible for the Fast Track Process, regardless of location. For certified inverter-based systems, the size limit varies according to the voltage of the line at the proposed Point of Interconnection. Certified inverter-based Small Generating Facilities located within 2.5 electrical circuit miles of a substation and on a mainline (as defined in the table below) are eligible for the Fast Track Process under the higher thresholds according to the table below. In addition to the size threshold, the Interconnection Customer's proposed Small Generating Facility must meet the codes, standards, and certification requirements of~~

~~Attachments 3 and 4 of these procedures, or the System Operator in conjunction with the Interconnecting Transmission Owner has to have reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.~~

Fast Track Eligibility for Inverter Based Systems		
Line Voltage	Fast Track Eligibility Regardless of Location	Fast Track Eligibility on a Mainline <sup>1</sup> and $\leq 2.5$ Electrical Circuit Miles from Substation <sup>2</sup>
$< 5$ kV	$\leq 500$ kW	$\leq 500$ kW
$\geq 5$ kV and $< 15$ kV	$\leq 2$ MW	$\leq 3$ MW
$\geq 15$ kV and $< 30$ kV	$\leq 3$ MW	$\leq 4$ MW
$\geq 30$ kV and $< 69$ kV	$\leq 4$ MW	$\leq 5$ MW

~~1. For purposes of this table, a mainline is the three-phase backbone of a circuit. It will typically constitute lines with wire sizes of 4/0 American wire gauge, 336.4 kemil, 397.5 kemil, 477 kemil and 795-kemil.~~

~~2. An Interconnection Customer can determine this information about its proposed interconnection location in advance by requesting a pre-application report pursuant to section 1.2.~~

## **~~2.2 — Initial Review~~**

~~Within fifteen (15) Business Days after the System Operator notifies the Interconnection Customer it has received a complete Interconnection Request, the System Operator in conjunction with the Interconnecting Transmission Owner shall perform an initial review using the screens set forth below, shall notify the Interconnection Customer of the results, and include with the notification copies of the analysis and data underlying the determinations under the screens.~~

### **~~2.2.1 — Screens~~**

~~2.2.1.1 The proposed Small Generating Facility's Point of Interconnection must be on a portion of the Interconnecting Transmission Owner's Distribution System that is subject to the Tariff.~~

~~2.2.1.2 For interconnection of a proposed Small Generating Facility to a radial distribution circuit, the aggregated generation, including the proposed Small Generating Facility, on the circuit shall not exceed 15 % of the line section annual peak load as most recently measured at the substation. A line section is that portion of an Interconnecting Transmission Owner's electric system connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line.~~

~~2.2.1.3 For interconnection of a proposed Small Generating Facility to the load side of spot network protectors, the proposed Small Generating Facility must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of 5 % of a spot network's maximum load or 50 kW.~~

~~2.2.1.4 The proposed Small Generating Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than 10 % to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of change of ownership.~~

~~2.2.1.5 The proposed Small Generating Facility, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Interconnection Customer equipment on the system to exceed 87.5 % of the short circuit interrupting capability; nor shall the interconnection be proposed for a circuit that already exceeds 87.5 % of the short circuit interrupting capability.~~

~~2.2.1.6 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Interconnecting Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on the Interconnecting Transmission Owner's electric power system due to a loss of ground during the operating time of any anti-islanding function.~~

<del>Primary Distribution Line Type</del>	<del>Type of Interconnection to Primary Distribution Line</del>	<del>Result/Criteria</del>
<del>Three phase, three wire</del>	<del>3-phase or single phase, phase-to-phase</del>	<del>Pass screen</del>

Three-phase, four-wire	Effectively grounded 3-phase or Single-phase, line-to-neutral	Pass-screen
------------------------	--	-------------

~~2.2.1.7 If the proposed Small Generating Facility is to be interconnected on single-phase shared-secondary, the aggregate generation capacity on the shared-secondary, including the proposed Small-Generating Facility, shall not exceed 20 kW.~~

~~2.2.1.8 If the proposed Small Generating Facility is single-phase and is to be interconnected on a center-tap neutral of a 240-volt service, its addition shall not create an imbalance between the two sides of the 240-volt service of more than 20 % of the nameplate rating of the service transformer.~~

~~2.2.1.9 The Small Generating Facility, in aggregate with other generation interconnected to the transmission side of a substation transformer feeding the circuit where the Small Generating Facility proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient-stability limitations to generating units located in the general electrical vicinity (e.g., three or four transmission busses from the point of interconnection).~~

~~2.2.1.10 No construction of facilities by the Interconnecting Transmission Owner on its own system shall be required to accommodate the Small Generating Facility.~~

~~2.2.2 If the proposed interconnection passes the screens, the Interconnection Request shall be approved for Network Resource interconnection Service and the System Operator in conjunction with the Interconnecting Transmission Owner will provide the Interconnection Customer an executable SGIA within five (5) Business Days after the determination.~~

~~2.2.3 If the proposed interconnection fails the screens, but the System Operator in conjunction with the Interconnecting Transmission Owner determines that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards, the System Operator in conjunction with the Interconnecting Transmission Owner shall provide the Interconnection Customer an executable SGIA within five (5) Business Days after the determination. If the Interconnection Request is for Capacity Network Resource Interconnection Service, the Interconnection Customer must also comply with the milestones for CNR Interconnection Service specified in Section 1.7.1.3 of the SGIP.~~



~~2.2.4 If the proposed interconnection fails the screens, but the System Operator in conjunction with the Interconnecting Transmission Owner, does not or cannot determine from the initial review that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards unless the Interconnection Customer is willing to consider minor modifications or further study, the System Operator in conjunction with the Interconnecting Transmission Owner shall provide the Interconnection Customer with the opportunity to attend a customer options meeting.~~

### ~~2.3 — Customer Options Meeting~~

~~If the System Operator in conjunction with the Interconnecting Transmission Owner determines the Interconnection Request cannot be approved without (1) minor modifications at minimal cost, (2) a supplemental study or other additional studies or actions, or (3) incurring significant cost to address safety, reliability, or power quality problems, the System Operator shall notify the Interconnection Customer of that determination within five (5) Business Days after the determination and provide copies of all data and analyses underlying its conclusion. Within ten (10) Business Days of such determination, the System Operator shall offer to convene a customer options meeting with the Interconnection Customer and Interconnecting Transmission Owner to review possible Interconnection Customer facility modifications or the screen analysis and related results, to determine what further steps are needed to permit the Small Generating Facility to be connected safely and reliably. At the time of notification of the determination, or at the customer options meeting:~~

~~2.3.1 The Interconnecting Transmission Owner shall offer to perform facility modifications or minor modifications to the Interconnecting Transmission Owner's electric system (e.g., changing meters, fuses, relay settings) and provide a non-binding good faith estimate of the limited cost to make such modifications to the Interconnecting Transmission Owner's electric system. If the Interconnection Customer agrees to pay for the modifications to the Interconnecting Transmission Owner's electric system, the System Operator in conjunction with the Interconnecting Transmission Owner will provide the Interconnection Customer with an executable SGIA within ten (10) Business Days of the customer options meeting; or~~

~~2.3.2 The System Operator shall offer to perform a supplemental review in accordance with section 2.4 and provide a non-binding good faith estimate of the costs of such review; or~~

~~2.3.3 The System Operator shall obtain the Interconnection Customer's agreement to continue evaluating the Interconnection Request under the section 3 Study Process.~~

## **~~2.4 — Supplemental Review~~**

~~2.4.1 To accept the offer of a supplemental review, the Interconnection Customer shall agree in writing and submit a deposit to the System Operator for the estimated costs of the supplemental review in the amount of the System Operator's and Interconnecting Transmission Owner's good faith estimate of the costs of such review, both within fifteen (15) Business Days of the offer. If the written agreement and deposit have not been received by the System Operator within that timeframe, the Interconnection Request shall continue to be evaluated under the section 3 Study Process unless it is withdrawn by the Interconnection Customer.~~

~~2.4.2 The Interconnection Customer must specify the order in which the System Operator in conjunction with the Interconnecting Transmission Owner will complete the screens in section 2.4.4.~~

~~2.4.3 The Interconnection Customer shall be responsible for the System Operator's and the Interconnecting Transmission Owner's actual costs for conducting the supplemental review. The Interconnection Customer must pay any review costs that exceed the deposit within twenty (20) Business Days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced costs, the System Operator and Interconnecting Transmission Owner will return such excess within twenty (20) Business Days of the invoice without interest.~~

~~2.4.4 Within thirty (30) Business Days following receipt of the deposit for a supplemental review, the System Operator shall (1) in conjunction with the Interconnecting Transmission Owner, perform a supplemental review using the screens set forth below; (2) notify in writing the Interconnection Customer of the results; and (3) include with the notification copies of the analysis and data underlying the System Operator's and Interconnecting Transmission Owner's determinations under the screens. Unless the Interconnection Customer provided instructions for how to respond to the failure of any of the supplemental review screens below at the time the Interconnection Customer accepted the offer of supplemental review, the System Operator shall notify the Interconnection Customer following the failure of any of the screens, or if the System Operator in conjunction with the Interconnecting Transmission Owner is unable to perform the screen in section 2.4.4.1, within two (2) Business Days of making such determination to request Interconnection Customer's permission to: (1) continue evaluating the proposed~~

~~interconnection under this section 2.4.4; (2) terminate the supplemental review and continue evaluating the Small Generating Facility under section 3; or (3) terminate the supplemental review upon withdrawal of the Interconnection Request by the Interconnection Customer.~~

~~2.4.4.1 Minimum Load Screen: Where twelve (12) months of line section minimum load data (including onsite load but not station service load served by the proposed Small Generating Facility) are available, can be calculated, can be estimated from existing data, or determined from a power flow model, the aggregate Generating Facility capacity on the line section is less than 100% of the minimum load for all line sections bounded by automatic sectionalizing devices upstream of the proposed Small Generating Facility. If minimum load data is not available, or cannot be calculated, estimated or determined, the System Operator in conjunction with the Interconnecting Transmission Owner shall include the reason(s) that it is unable to calculate, estimate or determine minimum load in its supplemental review results notification under section 2.4.4.~~

~~2.4.4.1.1 The type of generation used by the proposed Small Generating Facility will be taken into account when calculating, estimating, or determining circuit or line section minimum load relevant for the application of screen 2.4.4.1. Solar photovoltaic (PV) generation systems with no battery storage use daytime minimum load (i.e. 10 a.m. to 4 p.m. for fixed panel systems and 8 a.m. to 6 p.m. for PV systems utilizing tracking systems), while all other generation uses absolute minimum load.~~

~~2.4.4.1.2 When this screen is being applied to a Small Generating Facility that serves some station service load, only the net injection into the Interconnecting Transmission Owner's electric system will be considered as part of the aggregate generation.~~

~~2.4. 4.1.3 The System Operator and the Interconnecting Transmission Owner will not consider as part of the aggregate generation for purposes of this screen generating facility capacity known to be already reflected in the minimum load data.~~

~~2.4.4.2 Voltage and Power Quality Screen: In aggregate with existing generation on the line section: (1) the voltage regulation on the line section can be maintained in compliance with relevant requirements under all system conditions; (2) the voltage fluctuation is within acceptable limits as defined by Institute of Electrical and Electronics Engineers (IEEE) Standard 1453, or utility practice similar to IEEE Standard 1453; and (3) the harmonic levels meet IEEE Standard 519 limits.~~

~~2.4.4.3 Safety and Reliability Screen: The location of the proposed Small Generating Facility and the aggregate generation capacity on the line section do not create impacts to safety or reliability that cannot be adequately addressed without application of the Study Process. The System Operator in conjunction with the Interconnecting Transmission Owner shall give due consideration to the following and other factors in determining potential impacts to safety and reliability in applying this screen.~~

~~2.4.4.3.1 Whether the line section has significant minimum loading levels dominated by a small number of customers (e.g., several large commercial customers).~~

~~2.4.4.3.2 Whether the loading along the line section is uniform or even.~~

~~2.4.4.3.3 Whether the proposed Small Generating Facility is located in close proximity to the substation (i.e., less than 2.5 electrical circuit miles), and whether the line section from the substation to the Point of Interconnection is a Mainline rated for normal and emergency ampacity.~~

~~2.4.4.3.4 Whether the proposed Small Generating Facility incorporates a time delay function to prevent reconnection of the generator to the system until system voltage and frequency are within normal limits for a prescribed time.~~

~~2.4.4.3.5 Whether operational flexibility is reduced by the proposed Small Generating Facility, such that transfer of the line section(s) of the Small Generating Facility to a neighboring distribution circuit/substation may trigger overloads or voltage issues.~~

~~2.4.4.3.6 Whether the proposed Small Generating Facility employs equipment or systems certified by a recognized standards organization to address technical issues such as, but not limited to, islanding, reverse power flow, or voltage quality.~~

~~2.4.5 If the proposed interconnection passes the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above, the Interconnection Request shall be approved and the System Operator in conjunction with the Interconnecting Transmission Owner will provide the Interconnection Customer with an executable SGIA within the timeframes established in sections 2.4.5.1 and 2.4.5.2 below. If the proposed interconnection fails any of the supplemental review screens and the Interconnection Customer does not~~

~~withdraw its Interconnection Request, it shall continue to be evaluated under the section 3 Study Process consistent with section 2.4.5.3 below.~~

~~2.4.5.1 If the proposed interconnection passes the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above and does not require construction of facilities by the Interconnecting Transmission Owner on its own system, the SGIA shall be provided within ten (10) Business Days after the notification of the supplemental review results.~~

~~2.4.5.2 If Interconnection Facilities or minor modifications to the Interconnecting Transmission Owner's system are required for the proposed interconnection to pass the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above, and the Interconnection Customer agrees to pay for the modifications to the Interconnecting Transmission Owner's electric system, the SGIA, along with a non-binding good faith estimate for the Interconnection Facilities and/or minor modifications, shall be provided to the Interconnection Customer within fifteen (15) Business Days after receiving written notification of the supplemental review results.~~

~~2.4.5.3 If the proposed interconnection would require more than Interconnection Facilities or minor modifications to the Interconnecting Transmission Owner's system to pass the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above, the System Operator shall notify the Interconnection Customer, at the same time it notifies the Interconnection Customer with the supplemental review results, that the Interconnection Request shall be evaluated under the section 3 Study Process unless the Interconnection Customer withdraws its Small Generating Facility.~~

## **~~SECTION 3. STUDY PROCESS~~**

### **~~3.1 — Applicability~~**

~~The Study Process shall be used by an Interconnection Customer proposing to interconnect its Small Generating Facility with the Administered Transmission System if the Small Generating Facility is no larger than 20 MW and does not meet the eligibility requirements of section 2.1 or does not pass the Fast Track Process or the 10 kW Inverter Process.~~

### **~~3.2 — Scoping Meeting~~**

~~3.2.1 A scoping meeting will be held within ten (10) Business Days after the Interconnection Request is deemed complete, or as otherwise mutually agreed to by the Parties. The System Operator, the Interconnecting Transmission Owner, the Interconnection Customer and the Affected Party(ies) will bring to the meeting personnel, including system engineers and other resources as may be reasonably required to accomplish the purpose of the meeting. Before participating in a scoping meeting with an Interconnection Customer that is also an Affiliate, the Interconnecting Transmission Owner shall post on the OASIS an advance notice of its intent to do so.~~

~~3.2.2 The purpose of the scoping meeting is to discuss the Interconnection Request and review existing studies relevant to the Interconnection Request, including: (i) the estimated timeline for completing all applicable Interconnection Studies, (ii) exchange pertinent information including any transmission data that would reasonably be expected to impact interconnection options, (iii) analyze such information, and (iv) determine the potential feasible Points of Interconnection, and (v) to discuss any other information necessary to facilitate the administration of the Interconnection Procedures. A PSCAD model is required for all wind and inverter based Small Generating Facilities. If a PSCAD model is required for other Small Generating Facility types, the Parties shall discuss this at the Scoping Meeting. The Parties shall discuss whether the System Operator should perform an Interconnection Feasibility Study or proceed directly to an Interconnection System Impact Study, or an Interconnection Facilities Study, or an SGIA. If the Interconnection Customer provides the technical data called for in Attachment 2 (including Attachment A, if applicable) to this SGIP with the Interconnection Request, the Parties shall discuss the detailed project design at the Scoping Meeting.~~

~~Unless the Interconnection Request has been identified to be included in a CRPS or eligible for inclusion in a CSIS, within five (5) Business Days following the scoping meeting, the Interconnection Customer shall notify the System Operator, in writing: (i) whether it wants the Interconnection Feasibility Study to be completed, as a separate and distinct study or as part of the Interconnection System Impact Study, (ii) if requesting the Interconnection Feasibility Study be completed as a separate and distinct study, which of the alternative study scopes is being selected pursuant to Section 3.3.2, and (iii) the Point(s) of Interconnection and any reasonable alternative Point(s) of Interconnection for inclusion in the attachment to the Interconnection Feasibility Study Agreement (Attachment 6), or the Interconnection System Impact Study Agreement (Attachment 7) if the Interconnection Customer elects not to pursue the Interconnection Feasibility Study.~~

~~3.2.3 The scoping meeting may be omitted by mutual agreement. In order to remain in consideration for interconnection, an Interconnection Customer who has requested an Interconnection Feasibility Study must return the executed Interconnection Feasibility Study Agreement (or Interconnection System Impact Study Agreement if the Interconnection Customer elected not to pursue the Interconnection Feasibility Study), within fifteen (15) Business Days.~~

### ~~3.3 Interconnection Feasibility Study~~

~~3.3.1 Interconnection Feasibility Study Agreement. Within five (5) Business Days following the Interconnection Customer's request for an Interconnection Feasibility Study, the System Operator shall tender to Interconnection Customer the Interconnection Feasibility Study Agreement signed by the System Operator and Interconnecting Transmission Owner, including an outline of the scope of the Interconnection Feasibility Study and a non-binding good faith estimate of the cost to perform the Interconnection Feasibility Study. The Interconnection Feasibility Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Interconnection Feasibility Study, including the cost of developing the study agreement and its attachment(s). No later than fifteen (15) Business Days after its receipt of the Interconnection Feasibility Study Agreement, the Interconnection Customer shall execute and deliver the agreement, including completed attachments, to System Operator and the Interconnecting Transmission Owner, together with the refundable deposit of the lesser of 50 percent of the good faith estimated Interconnection Feasibility Study costs or earnest money of \$1,000. The deposit shall be applied toward the cost of the Interconnection Feasibility Study, including the cost of developing the study agreement and its attachment(s). For Interconnection Requests that are identified for inclusion in a CRPS performed under Section 15 of Attachment K, Section II of the Tariff, the deposit also shall be applied toward the costs incurred by the Interconnecting Transmission Owner in developing the cost estimates in support of the CRPS. Any difference between the study deposit and the actual cost of the Interconnection Feasibility Study or the actual costs incurred by the Interconnecting Transmission Owner in developing the costs estimates in support of the CRPS shall be paid by or refunded to the Interconnection Customer. The System Operator and/or Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the costs of the Interconnection Feasibility Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner on the Interconnection Feasibility Study, including the development of the study agreement and its attachment(s). The System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be~~

~~conducted on the Interconnection Feasibility Study on each month. The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. System Operator shall continue to hold any amounts on deposits until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.~~

~~**3.3.2 Scope of Interconnection Feasibility Study.** The Interconnection Feasibility Study shall preliminarily evaluate the feasibility of the proposed interconnection to the Administered Transmission System with available data and information. The Interconnection Feasibility Study will consider the Base Cases as well as all generating facilities and Elective Transmission Upgrades (and with respect to (iii), any identified Network Upgrades) that, on the date the Interconnection Feasibility Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher-queued Interconnection Request to interconnect to the New England Transmission System and may have an impact on the Interconnection Request; and (iv) have no Queue Position but have executed an Interconnection Agreement or requested that an unexecuted Interconnection Agreement be filed with the Commission (the “Study Case” for the Interconnection Feasibility Study). An Interconnection Customer with a CNR Interconnection Request may also request that the Interconnection Feasibility Study include a preliminary, non-binding, analysis to identify potential upgrades that may be necessary for the Interconnection Customer’s Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff, based on a limited set of assumptions to be specified by the Interconnection Customer and reflected in Attachment A to the Interconnection Feasibility Study Agreement. The Interconnection Feasibility Study will consist of a power flow, including thermal analysis and voltage analysis, and short circuit analysis. The Interconnection Feasibility Study report will provide (i) a list of facilities and a non-binding good faith estimate of cost responsibility; (ii) a non-binding good faith estimated time to construct the Interconnection Facilities and Network Upgrades; (iii) a protection assessment to determine the required Interconnection Facilities; and may provide (iv) an evaluation of the siting of Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environmental work for Interconnection Facilities and Network Upgrades.~~

~~Alternatively, in the case where the Interconnection Customer requests that the Interconnection Feasibility Study be completed as a separate and distinct study, the Interconnection Customer may~~



~~provide the technical data called for in Appendix 1, Attachment A with the executed Interconnection Feasibility Study Agreement and request that the Interconnection Feasibility Study consist of limited thermal analysis, voltage analysis, short circuit analysis, stability analysis, and electromagnetic transient analysis, as appropriate, focusing on the issues that are expected to be the most significant for the proposed Small Generating Facility's interconnection given recent study experience and as discussed at the Scoping Meeting. In this case, the Interconnection Feasibility Study report will provide (i) the study findings; and, (ii) a preliminary description of and a non-binding good faith order of magnitude estimated cost of (unless such cost estimate is waived by the Interconnection Customer) and the time to construct the Interconnection Facilities and Network Upgrades necessary to interconnect the Small Generating Facility as identified within the scope of the analysis performed as part of the study.~~

~~To the extent the Interconnection Customer requested a preliminary analysis as described in this Section 3.3, the Interconnection Feasibility Study report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.~~

~~**3.3.3 Interconnection Feasibility Study Procedures.** The System Operator in coordination with Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection Feasibility Study no later than thirty (30) Business Days after System Operator and Interconnecting Transmission Owner receive the fully executed Interconnection Feasibility Study Agreement, study deposit and required technical data in accordance with Section 3.3.1. At the request of the Interconnection Customer or at any time the System Operator or the Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Feasibility Study, the System Operator shall notify the Interconnection Customer as to the schedule status of the Interconnection Feasibility Study. If the System Operator is unable to complete the Interconnection Feasibility Study within that time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required.~~

~~**3.3.4 Meeting with Parties.** Within ten (10) Business Days of providing an Interconnection Feasibility Study report to the Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed~~

appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Feasibility Study.—

**3.3.5 Re-Study.** ~~If re-study of the Interconnection Feasibility Study is required due to (i) a higher-queued project dropping out of the queue, (ii) a modification of a higher-queued project, (iii) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resources(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (iv) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than thirty (30) Business Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection Feasibility Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Feasibility Study Agreement. The Interconnection Customer shall have the option to waive the re-study and elect to have the re-study performed as part of its Interconnection System Impact Study. The Interconnection Customer shall provide written notice of the waiver and election of moving directly to the Interconnection System Impact Study within five (5) Business Days of receiving notice from the System Operator of the required re-study.~~

### **3.4 — Interconnection System Impact Study**

**3.4.1 Interconnection System Impact Study Agreement.** ~~Within five (5) Business Days following the Interconnection Feasibility Study results meeting, the System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer the Interconnection System Impact Study Agreement, which includes a non-binding good faith estimate of the cost and timeframe to perform the Interconnection System Impact Study. The Interconnection System Impact Study Agreement shall provide that the Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Interconnection System Impact Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the SGIA.~~

~~3.4.2 Execution of Interconnection System Impact Study Agreement.~~ The Interconnection Customer shall execute the Interconnection System Impact Study Agreement and deliver the executed Interconnection System Impact Study Agreement, including completed attachments, to the System Operator no later than fifteen (15) Business Days after its receipt along with (1) demonstration of Site Control, (2) a refundable deposit of 50 percent of the good faith estimated cost for the transmission portion of the Interconnection System Impact Study and 100 percent of the good faith estimated cost for the distribution portion of the Interconnection System Impact Study, and (3) a PSCAD model if one was determined to be needed at the Scoping Meeting; provided that if a PSCAD model was determined to be needed for the non-wind or non-inverter-based Small Generating Facility at the Scoping Meeting, then the Interconnection Customer shall have ninety (90) Calendar Days from the execution of the System Impact Study Agreement to provide the PSCAD model. Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to the Interconnection Customer's existing Small Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property. The deposit shall be applied toward the cost of the Interconnection System Impact Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the SGIA. For Interconnection Requests that are identified for inclusion in a CRPS performed under Section 15 of Attachment K, Section II of the Tariff, the deposit also shall be applied toward the costs incurred by the Interconnecting Transmission Owner in developing the cost estimates in support of the CRPS. Any difference between the study deposit and the actual cost of the Interconnection System Impact Study or the actual costs incurred by the Interconnecting Transmission Owner in developing the costs estimates in support of the CRPS shall be paid by or refunded to the Interconnection Customer. The System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the costs of Interconnection System Impact Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the System Impact Study, including the study agreement and its attachment(s) and the SGIA. In the case of Clustering, CSIS costs that are associated with an individual Interconnection Request assessed within the CSIS will be charged directly to that Interconnection Customer. CSIS costs that are associated with the CSIS as a whole will be divided equally, on a per-project basis, among the Interconnection Customers in the cluster.

The System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the transmission portion of the Interconnection System Impact Study on each month. The Interconnection

~~Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposit until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.~~

~~**3.4.3 Scope of Interconnection System Impact Study.** The Interconnection System Impact Study shall evaluate the impact of the proposed interconnection on the reliability and operation of the New England Transmission System. The Interconnection System Impact Study will consider the Base Case as well as all generating facilities and Elective Transmission Upgrades (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued interconnection) that, on the date the Interconnection System Impact Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the New England Transmission System and may have an impact on the Interconnection Request; and (iv) have no Queue Position but have executed an Interconnection Agreement or requested that an unexecuted Interconnection Agreement be filed with the Commission (the “Study Case” for the Interconnection System Impact Study). An Interconnection Customer with a CNR Interconnection Request that elected to waive the Interconnection Feasibility Study may also request that the Interconnection System Impact Study include a preliminary, non-binding, analysis to identify potential upgrades that may be necessary for the Interconnection Customer’s Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff, based on a limited set of assumptions to be specified by the Interconnection Customer and reflected in Attachment A to the Interconnection System Impact Study Agreement. The Interconnection System Impact Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, including thermal analysis and voltage analysis, a system protection analysis and any other analyses, such as electromagnetic transient analysis, that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner. The Interconnection System Impact Study report will state the assumptions upon which it is based, state the results of the analyses, and provide the requirements or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The Interconnection System Impact Study report will provide (i) a list of facilities that are required as a result of the Interconnection Request and a non-binding good faith estimate of cost responsibility, (ii) a non-binding good faith estimated time to construct, (iii) a protection assessment to~~

determine the required protection upgrades; and may provide (iv) an evaluation of the siting of the Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environmental work. To the extent the Interconnection Customer requested a preliminary analysis as described in this Section 3.4.3, the Interconnection System Impact Study report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

**3.4.4 Interconnection System Impact Study Procedures.** ~~The System Operator shall coordinate the Interconnection System Impact Study with the Interconnecting Transmission Owner, and with any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, that is affected by the Interconnection Request. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection System Impact Study within forty five (45) Business Days after the receipt of the Interconnection System Impact Study Agreement, study deposit, demonstration of Site Control, if Site Control is required, and required technical data in accordance with Section 3.4.2. If the System Operator uses Clustering, the System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to deliver a completed Interconnection System Impact Study within the times specified in this Section 3.4.4. At the request of the Interconnection Customer or at any time the System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection System Impact Study, the System Operator shall notify the Interconnection Customer as to the schedule status of the Interconnection System Impact Study. If the System Operator and Interconnecting Transmission Owner are unable to complete the Interconnection System Impact Study within the time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required.~~

~~Except in the case of a CSIS, the System Operator shall notify the Interconnection Customer when the Interconnection System Impact Study is expected to commence within sixty five (65) Calendar Days. An Interconnection Customer with an Interconnection Request being studied serially will be permitted to update the technical data provided in Attachment 2 of this SGIP and any attachments thereto, and submit modifications to that technical data to the System Operator no later than sixty (60) Calendar Days from~~

~~the date that the System Operator notified the Interconnection Customer that the Interconnection System Impact Study is expected to commence. Such modifications will not be deemed Material Modifications unless the changes require a new Interconnection Request in accordance with Section 1.5.5 of this SGIP.~~

~~Where sufficient time has elapsed since the initial Scoping Meeting, within ten (10) Business Days after notifying the Interconnection Customer that the Interconnection System Impact Study is expected to commence, the System Operator may convene a second Scoping Meeting for the purpose of providing updated information to the Interconnection Customer in preparation for the submittal of updates to the technical data.~~

~~**3.4.5 Meeting with Parties.** Within ten (10) Business Days of providing an Interconnection System Impact Study report to Interconnection Customer, the System Operator shall convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, to discuss the results of the Interconnection System Impact Study. Within ten (10) Business Days following the study results meeting, the Interconnection Customer shall provide to the System Operator written notice that it will either pursue the Interconnection Facilities Study or waive the Interconnection Facilities Study and elect an expedited interconnection. Once the Interconnection Customer notifies the System Operator of its election, such election is not subject to change. If the Interconnection Customer elects to pursue the Facilities Study it must proceed with the study. If the Interconnection Customer waives the Facilities Study, it shall commit to the following milestones in the SGIA: (i) Siting approval for the Generating Facility and Interconnection Facilities; (ii) Engineering of Interconnection Facilities approved by Interconnecting Transmission Owner; (iii) Ordering of long lead-time material for Interconnection Facilities and system upgrades; (iv) Initial Synchronization Date; and (v) Commercial Operation Date.~~

~~Within thirty (30) Calendar Days of the Interconnection Customer receiving the Interconnection System Impact Study report, the Interconnection Customer shall provide written comments on the report or written notice that it has no comments on the report. The System Operator shall issue a final Interconnection System Impact Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving the Interconnection Customer's notice that it will not provide comments.~~

~~3.4.6 **Re Study.** If re-study of the Interconnection System Impact Study is required due to (i) a higher-queued project dropping out of the queue, (ii) a modification of a higher-queued project, (iii) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resources(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (iv) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than thirty (30) Business Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection System Impact Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection System Impact Study Agreement.~~

~~3.4.7 **Operational Readiness.** The System Operator shall, as close to the Interconnection Customer's actual Synchronization Date as reasonably possible, ensure that operational analysis, including current stability analyses, power flow analyses, and any other analyses deemed necessary by the System Operator, are performed, and that procedures are developed or updated to address the operation of the New England Transmission System with the addition of the Interconnection Customer's Generating Facility. The operational analysis will also include tests of system performance with selected facilities out of service. Such studies shall be performed at the expense of the Interconnection Customer. The System Operator is not obligated to perform the operational analyses described in this Section 3.4.7 if, in the exercise of reasonable discretion, the System Operator in consultation with Interconnecting Transmission Owner determines that interconnection of the Interconnection Customer's Generating Facility to the Administered Transmission System is remote and speculative.~~

### **3.5 — Interconnection Facilities Study**

~~3.5.1 **Interconnection Facilities Study Agreement.** Except as otherwise provided in Section 1.5.3.4 of this SGIP, the Interconnection Customer may waive the Interconnection Facilities Study and instead elect expedited interconnection and proceed with a SGIA in accordance with the requirements specified in Section 4.8. If the Interconnection Customer elects to proceed with an Interconnection Facilities Study, the System Operator shall provide to the Interconnection Customer an Interconnection Facilities Study Agreement in the form of Attachment 8 to this SGIP simultaneously with the delivery of the~~



~~Interconnection System Impact Study report to the Interconnection Customer. The Interconnection Facilities Study Agreement shall provide that the Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Interconnection Facilities Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the SGIA. Within five (5) Business Days following the Interconnection Customer's Interconnection System Impact Study results meeting, the System Operator and Interconnecting Transmission Owner shall provide to the Interconnection Customer the Interconnection Facilities Study Agreement along with a non-binding good faith estimate of the cost to perform the Interconnection Facilities Study. The Interconnection Customer shall execute the Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement, including completed attachments, to the System Operator within thirty (30) Business Days after its receipt, together with the required refundable deposit of the non-binding good faith estimated costs for the Interconnection Facilities Study. Any difference between the study deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to the Interconnection Customer. The System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the cost of the Interconnection Facilities Studies that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the Interconnection Facilities Study, the study agreement and its attachment(s) and the SGIA. In the case of Clustering, CFAC costs that are associated with an individual Interconnection Request assessed within the CFAC will be charged directly to that Interconnection Customer. CFAC costs that are associated with the CFAC as a whole will be divided equally, on a per-project basis, among the Interconnection Customers in the cluster. The System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study on each month. The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposits until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.~~

**3.5.2 Scope of Interconnection Facilities Study.** ~~The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facility to the Administered Transmission System. The Interconnection Facilities Study shall also identify the~~



~~electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Interconnecting Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The scope and cost of the Interconnection Facilities Study shall include completion of any engineering work limited to what is reasonably required to (i) estimate such aforementioned cost, (ii) identify configurations of required facilities, and (iii) identify time requirements for construction and installation of required facilities. Design for any required Interconnection Facilities and/or Network Upgrades shall also be performed under the Interconnection Facilities Study. The Interconnection Customer, the System Operator, the Interconnecting Transmission Owner, and the Affected Party(ies), if any, may agree to allow the Interconnection Customer to separately arrange for the design of some of the Interconnection Facilities. In such cases, facilities design shall be reviewed and may be modified prior to acceptance by the Interconnecting Transmission Owner, under the provisions of the Interconnection Facilities Study Agreement. If the Parties agree to separately arrange for design and construction, and provided security and confidentiality requirements can be met, the System Operator and/or the Interconnecting Transmission Owner shall make sufficient information available to the Interconnection Customer in accordance with confidentiality and critical infrastructure requirements to permit the Interconnection Customer to obtain any independent design and cost estimates for any necessary facilities.~~

**3.5.3 Interconnection Facilities Study Procedures.** ~~The System Operator shall coordinate the Interconnection Facilities Study with Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the study and the System Operator shall issue a draft Interconnection Facilities Study report to the Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, within the following number of days after receipt of an executed Interconnection Facilities Study Agreement: forty five (45) Business Days if upgrades are necessary, or thirty (30) Business Days if upgrades are not necessary. If the System Operator uses Clustering, the System Operator and Interconnecting~~

~~Transmission Owner shall use Reasonable Efforts to deliver a completed Interconnection Facilities Study within the times specified in this Section 3.5.3.~~

~~At the request of the Interconnection Customer or at any time the System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Facilities Study, System Operator shall notify the Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, as to the schedule status of the Interconnection Facilities Study. If the System Operator is unable to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report within the time required, the System Operator shall notify the Interconnection Customer, Interconnecting Transmission Owner and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and provide an estimated completion date and an explanation of the reasons why additional time is required. The Interconnection Customer and appropriate Affected Parties may, within thirty (30) Business Days after receipt of the draft report, provide written comments to the System Operator and Interconnecting Transmission Owner, which the System Operator shall include in the final report. The System Operator shall issue the final Interconnection Facilities Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. The System Operator may reasonably extend such fifteen day period upon notice to the Interconnection Customer if the Interconnection Customer's comments require the System Operator or Interconnecting Transmission Owner to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities report. Upon request, the System Operator and Interconnecting Transmission Owner shall provide the Interconnection Customer and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, or any third-party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer supporting documentation, with workpapers, and databases or data developed in the preparation of the Interconnection Facilities Study. The recipient(s) of such information shall be subject to the confidentiality provisions of this SGIP and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to the Interconnection Customer.~~

~~3.5.4 Meeting with Parties.~~ Within ten (10) Business Days of providing a draft Interconnection Facilities Study report to Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Facilities Study. Within thirty (30) Business Days of receipt of the study results, the Interconnection Customer shall provide written notice whether it agrees to pay for the Interconnection Facilities and upgrades identified in the Interconnection Facilities Study. An executable SGIA shall be tendered by the System Operator in conjunction with the Interconnecting Transmission Owner to the Interconnection Customer within five (5) Business Days of receipt of such agreement.

~~3.5.5 Re-Study.~~ If re-study of the Interconnection Facilities Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project, (iii) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resource(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (iv) a modification to a transmission project included in the Base Case, the System Operator shall so notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than thirty (30) Business Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection Facilities Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Facilities Study Agreement.

## **~~SECTION 4. PROVISIONS THAT APPLY TO ALL INTERCONNECTION REQUESTS~~**

### **~~4.1 Reasonable Efforts~~**

The System Operator and Interconnecting Transmission Owner shall make Reasonable Efforts to meet all time frames provided in these procedures unless the System Operator, the Interconnecting Transmission Owner and the Interconnection Customer agree to a different schedule. If the System Operator or Interconnecting Transmission Owner cannot meet a deadline provided herein, it shall notify the other

~~Parties, explain the reason for the failure to meet the deadline, and provide an estimated time by which it will complete the applicable interconnection procedure in the process.~~

## **~~4.2 — Disputes~~**

~~4.2.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.~~

~~4.2.2 In the event of a dispute, the Party initiating the dispute resolution process shall provide the other Party(ies) with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.~~

~~4.2.3 If the dispute has not been resolved within two (2) Business Days after receipt of the Notice, any Party may contact the Commission's Dispute Resolution Service (DRS) for assistance in resolving the dispute.~~

~~4.2.4 The DRS will assist the Parties in either resolving their dispute or in selecting an appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral evaluation, or technical expert) to assist the Parties in resolving their dispute. DRS can be reached at 1-877-337-2237 or via the internet at <http://www.ferc.gov/legal/adr.asp>.~~

~~4.2.5 Each Party agrees to conduct all negotiations in good faith and will be responsible for its own costs and its pro rata share of any costs paid to the neutral party and any associated common negotiating costs.~~

~~4.2.6 If none of the Parties elects to seek assistance from the DRS, or if the attempted dispute resolution fails, then each Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of these procedures.~~

## **~~4.3 — Interconnection Metering~~**

~~Any metering necessitated by the use of the Small Generating Facility shall be installed at the Interconnection Customer's expense in accordance with Commission, state, or local regulatory requirements and with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.~~

#### **~~4.4 — Commissioning~~**

~~Commissioning tests of the Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards.~~

~~4.4.1 The System Operator and the Interconnecting Transmission Owner must be given at least five (5) Business Days written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning tests.~~

#### **~~4.5 — Confidentiality~~**

~~4.5.1 Confidential information shall mean any confidential and/or proprietary information provided by one Party to the other Party(ies) that is clearly marked or otherwise designated "Confidential." For purposes of these procedures all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed confidential information regardless of whether it is clearly marked or otherwise designated as such. Confidential information shall include, without limitation, all information treated as confidential under the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by any of the Parties to the others prior to the execution of an SGIA.~~

~~4.5.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party(ies) and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce these procedures. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under these procedures, or to fulfill legal or regulatory requirements.~~

~~4.5.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party(ies) as it employs to protect its own Confidential Information.~~

~~4.5.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.~~

~~4.5.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR § 1b.20, if the Commission, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to these procedures, the Party shall provide the requested information to the Commission, within the time provided for in the request for information. In providing the information to the Commission, the Party may, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by the Commission and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) prior to the release of the Confidential Information to the Commission. The Party shall notify the other Party(ies) when it is notified by the Commission that a request to release Confidential Information has been received by the Commission, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.~~

#### **~~4.6 — Comparability~~**

~~The System Operator shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this document. The System Operator and Interconnecting Transmission Owner shall use the same Reasonable Efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Small Generating Facility is owned or operated by the Interconnecting Transmission Owner, its subsidiaries or affiliates, or others.~~

#### **~~4.7 — Record Retention~~**

~~The System Operator shall maintain for three years records, subject to audit, of all Interconnection Requests received under these procedures, the times required to complete Interconnection Request approvals and disapprovals, and justification for the actions taken on the Interconnection Requests.~~

#### **~~4.8 — SGIA~~**

~~In accordance with Section 3, the System Operator and the Interconnecting Transmission Owner shall tender to the Interconnection Customer a draft SGIA, together with draft attachments completed to the extent practicable. The Interconnection Customer shall return the Interconnection Customer specific information required to complete the form SGIA, including the attachments, within fifteen (15) Business~~

~~Days. Within five (5) Business Days, the System Operator and the Interconnecting Transmission Owner shall issue a final draft of the SGIA to the Interconnection Customer.~~

~~The Interconnection Customer and the Interconnecting Transmission Owner shall have fifteen (15) Business Days or another mutually agreeable timeframe to sign three (3) originals of the SGIA and return them to the System Operator, who will send an original fully executed SGIA to Interconnecting Transmission Owner and Interconnection Customer, or the Interconnection Customer shall request that an unexecuted SGIA be filed with the Commission. If the Interconnection Customer does not sign the SGIA, or ask that it be filed unexecuted within thirty (30) Business Days after its receipt of the final draft of the SGIA, the Interconnection Request shall be deemed withdrawn. After the SGIA is signed by the Parties, the interconnection of the Small Generating Facility shall proceed under the provisions of the SGIA.~~

~~The Interconnection Customer, the Interconnecting Transmission Owner and the System Operator shall be Parties to the SGIA.~~

~~Within fifteen (15) Business Days after receipt of the final SGIA, an Interconnection Customer with an Interconnection Request studied using Clustering that provided the additional Cluster Participation Deposit in accordance with Section 1.5.3.4.4 shall provide to the Interconnecting Transmission Owner, in cash, a potentially non-refundable deposit of twenty (20) percent of the total costs for the Interconnection Facilities and other upgrades, including any CETUs, identified in the CFAC, unless the Interconnecting Transmission Owner's expenditure schedule for the Interconnection Facilities and other upgrades calls for an initial payment of greater than twenty (20) percent of the total upgrade costs, in which case the scheduled initial payment must instead be made within the fifteenth Business Day after receipt of the final SGIA. If the Interconnection Customer does not submit this deposit (or make the initial payment) by the fifteenth Business Day after receipt of the final SGIA, the Interconnection Request shall be automatically withdrawn from the interconnection queue without further opportunity to cure, and the Interconnection Customer's initial and additional Cluster Participation Deposits shall become non-refundable. The non-refundable initial and additional Cluster Participation Deposits shall be re-allocated, according to the cost-allocation methodology contained in Schedule 11, to the Interconnection Customers with Interconnection Requests included in the cluster at the time the facilities proposed in the Interconnection Requests achieve Commercial Operation. If an Interconnection Request is withdrawn after the Interconnection Customer's payment of twenty (20) percent of the total cost responsibility for the upgrades to the Interconnecting~~

~~Transmission Owner, then the payment shall be used to offset the costs of the CETU. Any unspent payments of the total cost responsibility for the upgrades to the Interconnecting Transmission Owner will be refunded to the respective Interconnection Customers that executed the Interconnection Agreement and provided to the Interconnecting Transmission Owner the twenty (20) percent deposit (or initial payment) if all the associated Interconnection Requests are withdrawn from the interconnection queue and the associated Interconnection Agreements are terminated.~~

#### **~~4.9 — Coordination with Affected Systems~~**

~~The System Operator shall coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System operators and, if possible, include those results (if available) in its applicable interconnection study within the time frame specified in these procedures. The System Operator will include such Affected System operators in all meetings held with the Interconnection Customer as required by the SGIP. The Interconnection Customer will cooperate with the System Operator and the Interconnecting Transmission Owner in all matters related to the conduct of studies and the determination of modifications to Affected Systems. The Interconnection Customer shall be responsible for the costs associated with the studies or portions of studies associated with the Affected Systems. Payment and refunds associated with the costs of such studies will be coordinated between the Interconnection Customer and the Affected Party(ies). The System Operator shall seek the cooperation of all Affected Parties in all matters related to the conduct of studies and the determination of modifications to Affected Systems. Nothing in the foregoing is intended to authorize the Interconnection Customer to receive interconnection, related facilities or other services on an Affected System, and provision of such services must be handled through separate arrangements with Affected Parties.~~

#### **~~4.10 — Evaluation of a Small Generating Facility Interconnection Request~~**

~~4.10.1 If the Interconnection Request is for an increase in capacity for an existing Small Generating Facility, the Interconnection Request shall be evaluated on the basis of the new total energy capability or capacity capability of the Small Generating Facility.~~

~~4.10.2 If the Interconnection Request is for a Small Generating Facility that includes multiple energy production devices at a site for which the Interconnection Customer seeks a single Point of Interconnection, the Interconnection Request shall be evaluated on the basis of the aggregate capacity of the multiple devices.~~



~~4.10.3 The Interconnection Request shall be evaluated using the maximum energy capability and capacity capability that the Small Generating Facility is capable of injecting into the Administered Transmission System. However, if the maximum energy capability and capacity capability that the Small Generating Facility is capable of injecting into the Administered Transmission System is limited (e.g., through use of a control system, power relay(s), or other similar device settings or adjustments), then the Interconnection Customer must obtain the System Operator's and Interconnecting Transmission Owner's agreement, with such agreement not to be unreasonably withheld, that the manner in which the Interconnection Customer proposes to implement such a limit will not adversely affect the safety and reliability of the Administered Transmission System. If the System Operator and the Interconnecting Transmission Owner do not agree with the manner in which the Interconnection Customer proposes to implement the limit, then the Interconnection Request must be withdrawn or revised to specify the maximum energy capability and capacity capability that the Small Generating Facility is capable of injecting into the Administered Transmission System without such limitations. Furthermore, nothing in this section shall prevent the System Operator from considering an output higher than the limited output, if appropriate, when evaluating system protection impacts.—~~

---

## **Attachment 1**

### **Glossary of Terms**

**10 kW Inverter Process**—The procedure for evaluating an Interconnection Request for a certified inverter-based Small Generating Facility no larger than 10 kW that uses the section 2 screens. The application process uses an all-in-one document that includes a simplified Interconnection Request, simplified procedures, and a brief set of terms and conditions. See SGIP Attachment 5.

**Administered Transmission System**—The PTF and the Non-PTF.

**Affected Party**—The entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the interconnection process.

**Affected System**—Any electric system that is within the Control Area, including, but not limited to, generator-owned transmission facilities, or any other electric system that is not within the Control Area that may be affected by the proposed interconnection.

**Affiliate**—With respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

**Applicable Laws and Regulations**—All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**At-Risk Expenditure**—Money expended for the development of the Generating Facility that cannot be recouped if the Interconnection Customer were to withdraw the Interconnection Request for the Generating Facility. At Risk Expenditure may include, but is not limited to, money expended on: (i) costs of federal, state, local, regional and town permits, (ii) Site Control, (iii) site specific design and surveys, (iv) construction activities, and (v) non-refundable deposits for major equipment components. For purposes of this definition, At Risk Expenditure shall not include costs associated with the Interconnection Studies.

**Base Case**—~~Base power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists provided by System Operator, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements; such databases and lists shall include all generation projects and transmission projects that are proposed for the New England Transmission System and any Affected System and for which a transmission expansion plan has been submitted and approved by the applicable authority and which, in the sole judgment of the System Operator, may have an impact on the Interconnection Request. Base Cases also include data provided by the Interconnection Customer, where applicable, to the Interconnecting Transmission Owner and System Operator to facilitate required Interconnection Studies.~~

**Business Day**—~~Monday through Friday, excluding Federal Holidays.~~

**Capacity Capability Interconnection Standard (“CC Interconnection Standard”)**—~~The criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service, and in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resources or Elective Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.~~

**Capacity Network Resource (“CNR”)**—~~That portion of a Generating Facility that is interconnected to the Administered Transmission System under the Capacity Capability Interconnection Standard.~~

**Capacity Network Resource Capability (“CNR Capability”)**—~~The MW quantity associated with CNR Interconnection Service, calculated as described in Section II.48 of the Tariff.~~

**~~Capacity Network Resource Group Study (“CNR Group Study”)~~**—The study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.—

**~~Capacity Network Resource Interconnection Service (“CNR Interconnection Service”)~~**—The Interconnection Service selected by the Interconnection Customer to interconnect its Small Generating Facility with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard. An Interconnection Customer’s CNR Interconnection Service shall be for the megawatt amount of CNR Capability. CNR Interconnection Service does not in and of itself convey transmission service.—

**~~Cluster Enabling Transmission Upgrade (“CETU”)~~** shall mean new significant transmission line infrastructure that consists of AC transmission lines and related terminal equipment having a nominal voltage rating at or above 115 kV or HVDC transmission lines and HVDC terminal equipment that is identified through the Clustering Enabling Transmission Upgrade Regional Planning Study conducted to accommodate the Interconnection Requests for which the conditions identified in Section 1.5.3.1 have been triggered. The CETU shall be considered part of a Generator Interconnection Related Upgrade and be categorized as Interconnection Facilities or Network Upgrades.

**~~Cluster Enabling Transmission Upgrade Regional Planning Study (“CRPS”)~~** shall mean a study conducted by the System Operator under Attachment K, Section II of the Tariff to identify the Cluster Enabling Transmission Upgrade and associated system upgrades to enable the interconnection of Interconnection Requests for which the conditions identified in Section 1.5.3.1 have been triggered.

**~~Cluster Interconnection Facilities Study (“CFAC”)~~** shall mean an Interconnection Facilities Study performed using Clustering pursuant to Section 1.5.3.4.—

**~~Cluster Interconnection System Impact Study (“CSIS”)~~** shall mean an Interconnection System Impact Study performed using Clustering pursuant to Section 1.5.3.3.—

**~~Cluster Participation Deposit~~** shall mean the initial and additional deposit due under Sections 1.5.3.3.2.2 and 1.5.3.4.4.—

**Cluster Entry Deadline** ~~shall mean the deadline specified in Section 1.5.3.3.1.~~

**Clustering** ~~shall mean the process whereby a group of Interconnection Requests is studied together for the purpose of conducting the Interconnection System Impact Study and Interconnection Facilities Study and for the purpose of determining cost responsibility for upgrades identified through the Clustering provisions.~~

**Commercial Operation** ~~The status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.~~

**Commercial Operation Date** ~~For a unit, the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Standard Small Generator Interconnection Agreement.~~

**Distribution System** ~~The Interconnecting Transmission Owner's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.~~

**Distribution Upgrades** ~~The additions, modifications, and upgrades to the Interconnecting Transmission Owner's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generating Facility and render the transmission service necessary to effect the Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.~~

**Fast Track Process** ~~The procedure for evaluating an Interconnection Request for a certified Small Generating Facility that meets the eligibility requirements of section 2.1 and includes the section 2 screens, customer options meeting, and optional supplemental review.~~

**Generating Facility** ~~The Interconnection Customer's device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.~~

**Initial Synchronization Date**—The date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

**In-Service Date**—The date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner's Interconnection Facilities to obtain back feed power.

**Interconnecting Transmission Owner**—A Transmission Owner that owns, leases or otherwise possesses an interest, or a Non-Incumbent Transmission Developer that is not a Participating Transmission Owner that is constructing, a portion of the Administered Transmission System at the Point of Interconnection and shall be a Party to the Standard Small Generator Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator.

**Interconnecting Transmission Owner's Interconnection Facilities** shall mean all facilities and equipment owned, controlled, or operated by the Interconnecting Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Attachment 2 to the Standard Small Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Interconnecting Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Interconnection Customer**—Any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Small Generating Facility with the Administered Transmission System under the Standard Small Generator Interconnection Procedures.

**Interconnection Customer's Interconnection Facilities** shall mean all facilities and equipment, as identified in Attachment 2 of the Standard Small Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Administered Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

**~~Interconnection Facilities~~**—The Interconnecting Transmission Owner's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Small Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Small Generating Facility to the Administered Transmission System. Interconnection Facilities are sole-use facilities and shall not include Distribution Upgrades, Stand-Alone Network Upgrades or Network Upgrades.

**~~Interconnection Facilities Study~~**—A study conducted by the System Operator, Interconnecting Transmission Owner, or a third-party consultant for the Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Administered Transmission System. The scope of the study is defined in Section 3.5.2 of the Standard Small Generator Interconnection Procedures.

**~~Interconnection Facilities Study Agreement~~**—The form of agreement contained in Attachment 8 of the Standard Small Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

**~~Interconnection Feasibility Study~~**—A preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Administered Transmission System, the scope of which is described in Section 3.3 of the Standard Small Generator Interconnection Procedures. The Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 3.3 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 3.3 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 3.3 and Section 3.4.

**Interconnection Feasibility Study Agreement**—The form of agreement contained in Attachment 6 of the Standard Small Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

**Interconnection Request**—The Interconnection Request shall mean an Interconnection Customer's request, in accordance with the Tariff, to: (i) interconnect a new Generating Facility to the Administered Transmission System as either a CNR or a NR; (ii) make a Material Modification to a proposed Generating Facility with an outstanding Interconnection Request; (iii) increase the energy capability or capacity capability of or add energy storage capability to the Small Generating Facility above that specified in an Interconnection Request, an existing Interconnection Agreement (whether executed or filed in unexecuted form with the Commission), or as established pursuant to 1.6.4 of this SGIP; (iv) make a modification to the operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected to the Administered Transmission System; (v) commence participation in the wholesale markets by, an existing Generating Facility that is interconnected with the Administered Transmission System; or (vi) change from NR Interconnection Service to CNR Interconnection Service for all or part of a Generating Facility's capability. Interconnection Request shall not include a request to interconnect a Qualifying Facility (as defined by the Public Utility Regulatory Policies Act, as amended by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying Facility's owner intent is to sell 100% of the Qualifying Facility's output to its interconnected electric utility.

**Interconnection Service**—The service provided by the System Operator and the Interconnecting Transmission Owner, associated with interconnecting the Interconnection Customer's Generating Facility to the Administered Transmission System and enabling the receipt of electric energy capability and/or capacity capability from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Standard Small Generator Interconnection Agreement and, if applicable, the Tariff.

**Interconnection Study**—Any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, and the Interconnection Facilities Study described in the Standard Small Generator Interconnection Procedures. Interconnection Study shall not include a CNR Group Study.—



**Interconnection Study Agreement**—Any of the following agreements: The Interconnection Feasibility Study Agreement, the Interconnection System Impact Study Agreement, and the Interconnection Facilities Study Agreement attached to the Standard Small Generator Interconnection Procedures.

**Interconnection System Impact Study**—An engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of the Administered Transmission System and any other Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on Adverse System Impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Small Generator Interconnection Procedures. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 3.3 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 3.3 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 3.3 and Section 3.4.

**Interconnection System Impact Study Agreement**—The form of agreement contained in Attachment 7 of the Standard Small Generator Interconnection Procedures for conducting the Interconnection System Impact Study.

**Network Capability Interconnection Standard (“NC Interconnection Standard”)**—The minimum criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

**Network Resource (“NR”)**—The portion of a Generating Facility that is interconnected to the Administered Transmission System under the Network Capability Interconnection Standard.

**Network Resource Capability (“NR Capability”)**—The MW quantity associated with NR Interconnection Service, calculated as described in Section II.48 of the Tariff.

**Network Resource Interconnection Service (“NR Interconnection Service”)**—The Interconnection Service selected by the Interconnection Customer to interconnect its Generating Facility to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer’s NR Interconnection Service shall be solely for the megawatt amount of the NR Capability. NR Interconnection Service in and of itself does not convey transmission service.

**Network Upgrades**—Additions, modifications, and upgrades to the New England Transmission System required at or beyond the point at which the Small Generating Facility interconnects with the Administered Transmission System to accommodate the interconnection with the Small Generating Facility to the Administered Transmission System. Network Upgrades do not include Distribution Upgrades.

**Notice of Dispute**—A written notice of a dispute or claim that arises out of or in connection with the Standard Small Generator Interconnection Agreement or its performance.

**Party**—The System Operator, Interconnecting Transmission Owner, Interconnection Customer or any combination of the above.

**Point of Interconnection**—The point where the Interconnection Facilities connect with the Administered Transmission System.

**Queue Position**—The order of a valid request in the New England Control Area, relative to all other pending valid requests in the New England Control Area, that is established based upon the date and time of receipt of the valid Interconnection Request by the System Operator. Requests are comprised of interconnection requests for Generating Facilities, Elective Transmission Upgrades, requests for transmission service and notification of requests for interconnection to other electric systems, as notified by the other electric systems, that impact the Administered Transmission System. References to a “higher queued” Interconnection Request shall mean one that has been received by System Operator (and

placed in queue order) earlier than another Interconnection Request, which is referred to as “lower-queued.”

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

**Small Generating Facility**—A Generating Facility having a maximum gross capability at or above zero-degrees F of 20 MW or less.

**Stand Alone Network Upgrades**—Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their construction. The System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, must agree as to what constitutes Stand Alone Network Upgrades and identify them in Attachment 2 to the Standard Small Generator Interconnection Agreement.

**Study Case** shall have the meaning specified in Sections 3.3.2 and 3.4.3 of this SGIP.

**Study Process**—The procedure for evaluating an Interconnection Request that includes the section 3-scoping meeting, Interconnection Feasibility Study, Interconnection System Impact Study, and Interconnection Facilities Study.

**Tariff**—The System Operator’s or Affected System’s Tariff through which open access transmission service and Interconnection Service are offered, as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff.

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

**Upgrades**—The required additions and modifications to the Administered Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

| \_\_\_\_\_

## **Attachment 2**

### **SMALL GENERATOR INTERCONNECTION REQUEST (Application Form)**

~~An Interconnection Request is considered complete when it provides all applicable and correct information required below. Per SGIP Section 1.4, documentation of Site Control must be submitted with the Interconnection Request, except where the Interconnection Request is for a modification to the Interconnection Customer's existing Small Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the proposed modifications do not require additional real property.~~

~~\_\_\_\_\_ Site Control is not provided because the proposed modification is to the Interconnection Customer's existing Small Generating Facility and, by checking this option, the Interconnection Customer certifies that it has Site Control and that the proposed modification does not require additional real property.~~

### **Preamble and Instructions**

~~An Interconnection Customer who requests a Federal Energy Regulatory Commission jurisdictional interconnection that is subject to this SGIP must submit this Interconnection Request to the System Operator via the Interconnection Request Tracking Tool or IRTT, a web-based application for submitting, tracking and viewing Interconnection Requests available on the ISO New England website.~~

### **Processing Fee or Deposit:**

~~If the Interconnection Request is submitted under the Fast Track Process, the non-refundable processing fee is \$4.50/kW (minimum of \$300 and maximum of \$7,500). The kW are the maximum gross kW of the Small Generating Facility. The Fast Track Process is limited to a Small Generating Facility that meets the eligibility requirements of section 2.1 and certain codes, standards and certification requirements.~~

### **Interconnection Customer Information**

**Proposed Project Name:** \_\_\_\_\_

~~Legal Name of the Interconnection Customer (or, if an individual, individual's name)~~

~~Name: \_\_\_\_\_~~

~~ISO Customer ID# (if available): \_\_\_\_\_~~

~~Mailing Address: \_\_\_\_\_~~

~~City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_~~

~~Facility Location (if different from above): \_\_\_\_\_~~

~~Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_~~

~~Fax: \_\_\_\_\_ E Mail Address: \_\_\_\_\_~~

~~Alternative Contact Information (if different from the Interconnection Customer)~~

~~Contact Name: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

~~Address: \_\_\_\_\_~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

~~Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_~~

~~Fax: \_\_\_\_\_ E Mail Address: \_\_\_\_\_~~

~~Application is for: \_\_\_\_\_ New Small Generating Facility~~

~~\_\_\_\_\_ Capacity addition to or modification of an existing Small Generating Facility~~

~~\_\_\_\_\_ Commencement of participation in the wholesale markets by an existing Small Generating Facility~~

~~\_\_\_\_\_ A change from Network Resource Interconnection Service to Capacity Network Resource Interconnection Service~~

~~If capacity addition to or modification of an existing facility, please describe: \_\_\_\_\_~~

~~\_\_\_\_\_~~

~~If the capacity addition increases the maximum gross megawatt electrical output at an ambient temperature of 20 degrees F of the Generating Facility to more than 20 MW, the Interconnection Customer shall apply under Schedule 22.~~

~~Will the Small Generating Facility be used for any of the following?~~

~~Net Metering? Yes \_\_\_\_\_ No \_\_\_\_\_~~

~~To Supply Power to the Interconnection Customer? Yes \_\_\_\_\_ No \_\_\_\_\_~~

~~To Supply Power to Others? Yes \_\_\_\_\_ No \_\_\_\_\_~~

~~Is the Interconnection Request for:~~

~~\_\_\_\_\_ Service Type (check one):~~

~~\_\_\_\_\_ Capacity Network Resource Interconnection Service (energy capability and capacity capability) or~~

~~\_\_\_\_\_ Network Resource Interconnection Service (energy capability only)~~

~~A retail customer interconnecting a new Small Generating Facility that will produce electric energy to be consumed only on the retail customer's site? Yes \_\_\_\_\_ No \_\_\_\_\_~~

~~A Qualifying Facility where 100% of the output will be sold to its host utility?~~

~~Yes \_\_\_\_\_ No \_\_\_\_\_~~

~~An Interconnection Customer interconnecting a new Small Generating Facility that plans to participate in the wholesale markets? Yes \_\_\_\_\_ No \_\_\_\_\_~~

~~An existing Small Generating Facility commencing participation in the wholesale markets?—~~

~~Yes \_\_\_\_\_ No \_\_\_\_\_~~

For installations at locations with existing electric service to which the proposed Small Generating Facility will interconnect, provide:

\_\_\_\_\_  
\_\_\_\_\_  
(Local Electric Service Provider) \_\_\_\_\_ (Existing Account Number) \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

### **~~Small Generating Facility Information~~**

~~Interconnection Customer's Requested Initial Synchronization Date: \_\_\_\_\_~~

~~Interconnection Customer's Requested In-Service Date: \_\_\_\_\_~~

~~Interconnection Customer's Requested Commercial Operation Date: \_\_\_\_\_~~

~~Proposed Point of Interconnection: \_\_\_\_\_~~

~~Data apply only to the Small Generating Facility, not the Interconnection Facilities.~~

~~Energy Source: \_\_\_\_\_ Solar \_\_\_\_\_ Wind \_\_\_\_\_ Hydro \_\_\_\_\_ Hydro Type (e.g. Run-of-River): \_\_\_\_\_  
\_\_\_\_\_ Diesel \_\_\_\_\_ Natural Gas \_\_\_\_\_ Fuel Oil \_\_\_\_\_ Other (state type) \_\_\_\_\_~~

~~Prime Mover: \_\_\_\_\_ Fuel Cell \_\_\_\_\_ Recip Engine \_\_\_\_\_ Gas Turb \_\_\_\_\_ Steam Turb  
\_\_\_\_\_ Microturbine \_\_\_\_\_ PV \_\_\_\_\_ Other~~

~~Type of Generator: \_\_\_\_\_ Synchronous \_\_\_\_\_ Induction \_\_\_\_\_ Inverter~~

~~Generator Nameplate Rating: \_\_\_\_\_ kW (Typical) \_\_\_\_\_ Generator Nameplate kVAR: \_\_\_\_\_~~



Interconnection Customer or Customer Site Load: \_\_\_\_\_ kW (if none, so state)

Typical Reactive Load (if known): \_\_\_\_\_

Maximum Physical Export Capability Requested: \_\_\_\_\_ kW

Will the generator have energy storage capacity? Yes \_\_\_ No \_\_\_

If Yes, describe the energy storage device and specifications:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide the maximum output of each generator including each energy storage device: \_\_\_\_\_

Primary frequency response operating range for electric storage resources:

Minimum State of Charge: \_\_\_\_\_

Maximum State of Charge: \_\_\_\_\_

\_\_\_\_\_

**Generating Facility Capacity (MW):**

	<b>Maximum Net MW Electrical Output</b>	<b>Maximum Gross MW Electrical Output</b>
<del>At 90 degrees F or higher</del>		
<del>At 50 degrees F or higher</del>		
<del>At 20 degrees F or higher</del>		
<del>At zero degrees F or higher</del>		

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type \_\_\_\_\_ Certifying Entity \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

Is the prime mover compatible with the certified protective relay package? ☐ Yes ☐ No

~~Generator (or solar collector)~~

~~Manufacturer, Model Name & Number:-~~

~~Version Number: \_\_\_\_\_~~

~~Nameplate Output Power Rating in kW: (Summer) \_\_\_\_\_ (Winter) \_\_\_\_\_~~

~~Nameplate Output Power Rating in kVA: (Summer) \_\_\_\_\_ (Winter) \_\_\_\_\_~~

~~Individual Generator Power Factor~~

~~Rated Power Factor: Leading: \_\_\_\_\_ Lagging: \_\_\_\_\_~~

~~Total Number of Generators in wind farm to be interconnected pursuant to this~~

~~Interconnection Request: \_\_\_\_\_ Elevation: \_\_\_\_\_ ☐ Single phase ☐ Three phase~~

~~Inverter Manufacturer, Model Name & Number (if used): \_\_\_\_\_~~

~~List of adjustable set points for the protective equipment or software: \_\_\_\_\_~~

#### Model Requirements

~~For all generation types: A completed, fully functioning, public (i.e., non-proprietary or non-confidential) Siemens PTI's ("PSSE") power flow model or other compatible formats, such as IEEE and General Electric Company Power Systems Load Flow ("PSLF") data sheet, must be supplied with this Interconnection Request. If additional public data sheets are more appropriate to the proposed device then they shall be provided and discussed at the Scoping Meeting. For all Interconnection Studies commencing after January 1, 2017, all power flow models must be standard library models in PSS/E or applicable applications. After January 1, 2017, user models will not be accepted.~~

~~A PSCAD model for all wind and inverter-based Small Generating Facilities must be supplied with this Interconnection Request. If a PSCAD model is deemed required for other Generating Facility types at the~~

~~Scoping Meeting, such PSCAD model must be provided to the System Operator within ninety (90) Calendar Days of the executed Interconnection System Impact Study Agreement. A benchmarking analysis consistent with the requirements in the ISO New England Planning Procedures, confirming acceptable performance of the PSS/E model in comparison to the PSCAD model, shall be provided at the time the PSCAD model is submitted.~~

Small Generating Facility Characteristic Data (for inverter based machines)

Max design fault contribution current: \_\_\_\_\_ Instantaneous \_\_\_\_\_ or RMS? \_\_\_\_\_

Harmonics Characteristics: \_\_\_\_\_

Start up requirements: \_\_\_\_\_

Small Generating Facility Characteristic Data (for rotating machines)

RPM Frequency: \_\_\_\_\_

Neutral Grounding Resistor (If Applicable): \_\_\_\_\_

Synchronous Generators:

Generator AC resistance  $R_a$ : \_\_\_\_\_

Direct Axis Synchronous Reactance,  $X_d$ : \_\_\_\_\_ P.U.

Direct Axis Transient Reactance,  $X'_d$ : \_\_\_\_\_ P.U.

Direct Axis Subtransient Reactance,  $X''_d$ : \_\_\_\_\_ P.U.

Negative Sequence Reactance,  $X_2$ : \_\_\_\_\_ P.U.

Zero Sequence Reactance,  $X_0$ : \_\_\_\_\_ P.U.

KVA Base: \_\_\_\_\_

Field Volts: \_\_\_\_\_

Field Amperes: \_\_\_\_\_

Induction Generators:

Motoring Power (kW): \_\_\_\_\_

$I_2^2t$  or K (Heating Time Constant): \_\_\_\_\_

Rotor Resistance,  $R_r$ : \_\_\_\_\_

Stator Resistance,  $R_s$ : \_\_\_\_\_

Stator Reactance,  $X_s$ : \_\_\_\_\_

Rotor Reactance,  $X_r$ : \_\_\_\_\_

Magnetizing Reactance,  $X_m$ : \_\_\_\_\_

Short Circuit Reactance,  $X_d''$ : \_\_\_\_\_

Exciting Current: \_\_\_\_\_

Temperature Rise: \_\_\_\_\_

Frame Size: \_\_\_\_\_

Design Letter: \_\_\_\_\_

Reactive Power Required In Vars (No Load): \_\_\_\_\_

Reactive Power Required In Vars (Full Load): \_\_\_\_\_

Total Rotating Inertia, H: \_\_\_\_\_ Per Unit on kVA Base

~~Note: Please contact the System Operator prior to submitting the Interconnection Request to determine if the specified information above is required.~~

#### Excitation and Governor System Data for Synchronous Generators Only

~~Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.~~

#### **Interconnection Facilities Information**

Will a transformer be used between the generator and the point of common coupling? \_\_\_\_Yes \_\_\_\_No

Will the transformer be provided by the Interconnection Customer? \_\_\_\_Yes \_\_\_\_No

Transformer Data (If Applicable, for Interconnection Customer Owned Transformer):

Is the transformer: \_\_\_\_\_ single phase \_\_\_\_\_ three phase? \_\_\_\_\_ Size: \_\_\_\_\_ kVA

Transformer Impedance: \_\_\_\_\_ % on \_\_\_\_\_ kVA Base

~~If Three Phase:~~

~~Transformer Primary: \_\_\_\_\_ Volts \_\_\_\_\_ Delta \_\_\_\_\_ Wye \_\_\_\_\_ Wye Grounded~~

~~Transformer Secondary: \_\_\_\_\_ Volts \_\_\_\_\_ Delta \_\_\_\_\_ Wye \_\_\_\_\_ Wye Grounded~~

~~Transformer Tertiary: \_\_\_\_\_ Volts \_\_\_\_\_ Delta \_\_\_\_\_ Wye \_\_\_\_\_ Wye Grounded~~

~~Transformer Fuse Data (If Applicable, for Interconnection Customer Owned Fuse):~~

~~(Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time Current Curves)~~

~~Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Size: \_\_\_\_\_ Speed: \_\_\_\_\_~~

~~Interconnecting Circuit Breaker (if applicable):~~

~~Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_~~

~~Load Rating (Amps): \_\_\_\_\_ Interrupting Rating (Amps): \_\_\_\_\_ Trip Speed (Cycles): \_\_\_\_\_~~

~~Interconnection Protective Relays (If Applicable):~~

~~\_\_\_\_\_ If Microprocessor Controlled:~~

~~List of Functions and Adjustable Setpoints for the protective equipment or software:~~

~~Setpoint Function \_\_\_\_\_ Minimum \_\_\_\_\_ Maximum~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

\_\_\_\_\_

\_\_\_\_\_

If Discrete Components:

(Enclose Copy of any Proposed Time Overcurrent Coordination Curves)

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_

Current Transformer Data (If Applicable):

(Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves)

Manufacturer: \_\_\_\_\_

Type: \_\_\_\_\_ Accuracy Class: \_\_\_\_\_ Proposed Ratio Connection: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Type: \_\_\_\_\_ Accuracy Class: \_\_\_\_\_ Proposed Ratio Connection: \_\_\_\_\_

Potential Transformer Data (If Applicable):

Manufacturer: \_\_\_\_\_

Type: \_\_\_\_\_ Accuracy Class: \_\_\_\_\_ Proposed Ratio Connection: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Type: \_\_\_\_\_ Accuracy Class: \_\_\_\_\_ Proposed Ratio Connection: \_\_\_\_\_

### **General Information**

~~Enclose two copies of site electrical one line diagram showing the configuration of all Small Generating Facility equipment, current and potential circuits, and protection and control schemes. This one line diagram must be signed and stamped by a licensed Professional Engineer if the Small Generating Facility is larger than 50 kW. Are two copies of One Line Diagram Enclosed? \_\_\_\_ Yes \_\_\_\_ No~~

~~Enclose copy of any site documentation that indicates the precise physical location of the proposed Small Generating Facility (e.g., USGS topographic map or other diagram or documentation).~~

~~Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address) \_\_\_\_~~

~~Enclose copy of any site documentation that describes and details the operation of the protection and control schemes. \_\_\_\_ Is Available Documentation Enclosed? \_\_\_\_ Yes \_\_\_\_ No~~

~~Enclose copies of schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable).  
Are Schematic Drawings Enclosed? \_\_\_\_ Yes \_\_\_\_ No~~

### **Applicant Signature**

~~I hereby certify that, to the best of my knowledge, all the information provided in this Interconnection Request is true and correct.~~

~~For Interconnection Customer: \_\_\_\_\_ Date: \_\_\_\_\_~~

In order for a Small Generator Interconnection Request to be considered a valid request, it must:

~~Be accompanied by the applicable deposit that is provided electronically and which shall be non-refundable;~~

~~Include documentation of Site Control, if applicable;~~

~~Include a detailed map, such as a map of the quality produced by the U.S. Geological Survey, which clearly indicates the site of the new facility and pertinent surrounding structures;~~

~~Include two copies, signed and stamped by a licensed Professional Engineer, of the site electrical one-line diagram; and~~

~~Include all information and data required on the Interconnection Request form and any attachments thereto;~~

~~The Interconnection Request must be submitted to the System Operator via the Interconnection Request Tracking Tool or IRTT.~~

---

---



## ~~SUPPLEMENTARY WIND AND INVERTER-BASED GENERATING FACILITY DATA FORM~~

~~Attach a Bus-Breaker Based One-line Diagram (The diagram should include each of the individual wind-unit, generator number, rating and terminal voltage.)~~ (*Specify the name of the attachment here*)

If a collector system is used, attach a collector system data sheet in accordance with the one line diagram attached above. The data sheet should include: the type, length  $Z_0$ ,  $Z_L$  and  $X_c/B$  of each circuit (feeder and collector string).

~~Collection system aggregate (equivalent) model data sheet~~

Specify the name of the attachment here: \_\_\_\_\_

Manufacturer-Model	Type of this WTG <sup>3</sup> (if applicable)	Generator-Unit Numbers in the field	Number(s) of these Units	Maximum-Output of this Unit (MW)	Total MW

~~Type 3 Doubly fed asynchronous generators with rotor side converter~~

~~—Type 4— Full-power converter interface~~

~~Repeat the following sections from 4 to 12 for each different unit model.~~

Unit Detail Information

Unit Manufacturer Model	
Terminal Voltage	
Rating of Each Unit (MVA)	
Maximum Gross Electrical Output (MW)	
Minimum Gross Electrical Output(MW)	
Lagging Reactive Power Limit at Rated Real Power Output (MVAR)	
Leading Reactive Power Limit at Rated Real Power Output (MVAR)	
Lagging Reactive Power Limit at Zero Real Power Output (MVAR)	
Leading Reactive Power Limit at Zero Real Power Output (MVAR)	
Station Service Load(MW, MVAR)	
Minimum short circuit ratio(SCR) requirement by manufacturer	
On which bus the minimum SCR is required by manufacturer	
What voltage level the minimum SCR is required by manufacturer	
Positive sequence Xsource	
Zero sequence Xsource	

Unit GSU \_\_\_\_\_

Nameplate rating (MVA)	
Total number of the GSUs	
Voltages, generator side/system side	
Winding connections, low voltage/high voltage	
Available tap positions on high voltage side	
Available tap positions on low voltage side	
Will the GSU operate as an LTC?	
Desired voltage control range if LTC	
Tap adjustment time (Tap switching delay + switching time) if LTC	
Desired tap position if applicable	
Impedance, Z1, X/R ratio	
Impedance, Z0, X/R ratio	

Low Voltage Ride Through(LVRT) \_\_\_\_\_(Specify the Manufacturer Model of this Unit)

Does each Unit have LVRT capability?

Yes\_\_\_No\_\_\_

If yes, please provide:-

Unit LVRT mode activation and release condition:

\_\_\_\_\_When operating at maximum real power, what is the Unit terminal voltage for LVRT mode activation? \_\_\_\_\_

When operating at maximum real power, what is the Unit terminal voltage for releasing LVRT mode after it is activated? \_\_\_\_\_

If there is different LVRT activation and release logic, please state here \_\_\_\_\_

A wind or inverter based generating facility technical manual from the manufacturer including description of LVRT functionality:

\_\_\_\_\_ ***Attach the file and specify the name of the attachment here:***

\_\_\_\_\_

Does the wind or inverter based generating facility technical manual attached above include a reactive power capability curve?

Yes\_\_\_No\_\_\_

\_\_\_\_\_ ***If no, attach the file and specify the name of the attachment here:***

\_\_\_\_\_

~~Low Voltage Protection (considering LVRT functionality)~~

~~—(Specify the Manufacturer Model of this Unit)~~

<del>Low Voltage Setting (pu)</del>	<del>Relay Pickup Time (Seconds)</del>

~~\*Add more rows in the table as needed~~

~~High Voltage Protection ——— (Specify the Manufacturer Model of this Unit)~~

<del>High Voltage Setting (pu)</del>	<del>Relay Pickup Time (Seconds)</del>

~~\*Add more rows in the table as needed~~

~~Low Frequency Protection ——— (Specify the Manufacturer Model of this Unit)~~

<del>Low Frequency Setting (Hz)</del>	<del>Relay Pickup Time (Seconds)</del>

~~\*Add more rows in the table as needed~~

~~10. — High Frequency Protection ——— (Specify the Manufacturer Model of this Unit)~~

<del>High Frequency Setting (Hz)</del>	<del>Relay Pickup Time (Seconds)</del>

~~\*Add more rows in the table as needed~~

~~Please make sure the settings in sections 7 through 10 comply with NERC and NPCC standards for generator protection relays.~~

~~Unit Reactive Power Control — (Specify the Manufacturer Model of this Unit)~~

~~What are the options for the Unit reactive power control (check all available)?~~

~~\_\_\_\_\_Control the voltage at the Unit terminal~~  
~~\_\_\_\_\_Control constant power factor at the Unit terminal\_\_\_\_\_~~  
~~\_\_\_\_\_Control constant power factor at the low side of the station main transformer~~  
~~\_\_\_\_\_Control constant power factor at the high side of the station main transformer~~  
~~\_\_\_\_\_Control voltage at the low side of the station main transformer~~  
~~\_\_\_\_\_Control voltage at the high side of the station main transformer~~  
~~\_\_\_\_\_Other options. Please describe if select others \_\_\_\_\_~~

~~In all the control options selected above, please list the options in which the Unit is able to control its terminal voltage to prevent low/high voltage tripping.~~

~~11.3 \_\_\_\_\_What is the desired control mode from the selected options above? Specify the control plan in this mode. For example: control voltage at which bus to what schedule.~~

~~12. \_\_\_\_\_Wind or inverter based generating facility Model~~

~~*(All model files provided under this section 12 should be compatible with Siemens PTI's PSS/E version currently in use at ISO New England)*~~

~~\_\_\_\_\_Power flow model~~

~~A \*.RAW file including **aggregated/equivalent** wind or inverter based generating facility power flow model with appropriate parameters and settings.~~

~~\_\_\_\_\_ **Attach the \*.RAW file and specify the name of the attachment here:**~~

~~A \*.RAW file including **detailed** wind or inverter based generating facility power flow model with appropriate parameters and settings. *(Optional)*~~

~~\_\_\_\_\_ **Attach the \*.RAW file and specify the name of the attachment here:**~~

~~Dynamic simulation model~~

~~\_\_\_\_\_ *(Please note that the dynamic model must match the aggregated/equivalent power flow model provided above. Attach the following information for each of the models.)*~~

~~Wind or inverter based generating facility Model \_\_\_\_\_(Please Specify the Manufacturer Model)~~

~~A compiled PSS/E dynamic model for the turbines (a \*.LIB or \*.OBJ file)~~

~~Attach the \*.LIB or \*.OBJ file and specify the name of the attachment here:~~

~~A dynamic data file with appropriate parameters and settings for the turbines (typically a \*.DYN file)~~

~~————— **Attach the \*.DYN file and specify the name of the attachment here:**~~

~~—————~~

~~PSS/E wind or inverter based generating facility model user manual for the WTG~~

~~————— **Attach and specify the name of the attachment here:**~~

~~—————~~

~~**Repeat the above sections from 6 to 12 for each different wind or inverter based generating facility model.**~~

~~13. ——— **Power Plant Controller**~~

~~————— Will the wind or inverter based generating facility be equipped with power plant controller, which has the ability to centrally control the output of the units?~~

~~————— Yes\_\_\_ No\_\_\_~~

~~————— If yes, please provide:~~

~~Manufacturer model of the power plant controller~~

~~—————~~

~~What are the reactive power control strategy options of the power plant controller?~~

~~13.3 ——— Which of the control option stated above is being used in current operation?~~

~~—————~~

~~Is the power plant controller able to control the unit terminal voltages to prevent low/high voltage tripping? ———~~

~~————— Yes\_\_\_ No\_\_\_~~

~~————— Please provide the park controller technical manual from the manufacturer~~

~~————— **Attach the file and specify the name of the attachment here:**~~

~~—————~~

14. Station Transformer

Transformer Name		
Nameplate ratings (MVA)		
Total number of the main transformer(s)		
Voltages, High/Low/Tertiary (kV)		
Winding connections, High/Low/Tertiary		
Available tap positions on high voltage side		
Available tap positions on low voltage side		
Will the transformer operate as a LTC?		
Desired voltage control range if LTC		
Tap adjustment time (Tap switching delay + switching time) if LTC		
Desired tap position if applicable		
Tap adjustment time (Tap switching delay + switching time)		
Impedance $Z_1$ , X/R ratio	$Z_{1H-L}$	X/R
	$Z_{1H-T}$	X/R
	$Z_{1T-L}$	X/R
Impedance $Z_0$ , X/R ratio	$Z_{0H-L}$	X/R
	$Z_{0H-T}$	X/R
	$Z_{0T-L}$	X/R



Dynamic Simulation Model for the Power Plant Controller(s) (if applicable)

~~(All model files provided under this section 15 should be compatible with Siemens PTI's PSS/E version currently in use at ISO New England)~~

~~A compiled PSS/E dynamic model for the power plant controller(s) (a \*.LIB or \*.OBJ file)~~

~~\_\_\_\_\_ Attach the \*.LIB or \*.OBJ file and specify the name of the attachment here:~~

15.2 \_\_\_\_\_ A dynamic data file with appropriate parameters and settings for the power plant controller(s) (typically a \*.DYR file).

~~\_\_\_\_\_ Please set the parameters in accordance with the currently used control mode.~~

~~Attach the \*.DYR file and specify the name of the attachment here:~~

15.3 \_\_\_\_\_ PSS/E model user manual for the power plant controller(s)

~~Attach the manual and specify the name of the attachment or specify the name of the attachment here: \_\_\_\_\_~~

Capacitors and Reactors

Please provide necessary modeling data for all the capacitors and reactors belong to the facility, including: size, basic electrical parameters, connecting bus, switched or fixed, etc.

Dynamic Device(s)

~~(All model files provided under this section 17 should be compatible with Siemens PTI's PSS/E version currently in use at ISO New England)~~

~~Provide necessary modeling data file for all the dynamic devices belong to the facility. \_\_\_\_\_~~

~~\_\_\_\_\_ Attach the \*.LIB or \*.OBJ file and specify the name of the attachment here:~~

~~A dynamic data file containing the parameters for the units (typically a \*.DYR file).~~

~~\_\_\_\_\_ Set the parameters in accordance with the desired control mode.~~

~~\_\_\_\_\_ Attach the \*.DYR file and specify the name of the attachment here:~~

Collection System/Transformer Tap Setting Design

Attach a collection system/transformer tap setting design calculations, consistent with the requirements in the ISO New England Planning Procedures, that identify the calculations to support the proposed tap settings for the unit step up transformers and the station step up transformers.

~~\_\_\_\_\_ Attach the design document and specify the name of the attachment here:~~

---

---

Additional Information

~~Are there any special features available to be implemented to the wind or inverter based generating facility? Such as weak grid interconnection solutions, etc.~~

~~Specify the available features here: \_\_\_\_\_~~

~~***Insert the technical manual for each of the features listed above as objects (display as icons) or specify the name of the attachment***~~

~~***here: \_\_\_\_\_***~~

~~Provide PSCAD Model and Documentation for the wind or inverter based generating facility, the Power Plant Controller(s) and Other Dynamic Devices for the wind or inverter based generating facility.~~

~~***ISO will determine how much PSCAD work is needed from the wind or inverter based generating facility based on its interconnection system conditions.***~~

---

~~Attachment A-1~~

~~To Attachment 2-~~

~~Cluster System Impact Study-~~

~~Application Form-~~

## ~~CLUSTER SYSTEM IMPACT STUDY APPLICATION FORM~~

~~The undersigned Interconnection Customer submits this form to request the inclusion of the Interconnection Request for its Small Generating Facility in a Cluster Interconnection System Impact Study pursuant to Section 1.5.3.3.2.2 of this SGIP.~~

~~To be included in a Cluster Interconnection System Impact Study, the following must be submitted together with this form to the System Operator by the Cluster Entry Deadline:~~

~~Project Information:~~

~~Project Name: \_\_\_\_\_~~

~~Queue Position: \_\_\_\_\_~~

~~Is the Interconnection Request contractually associated with another Interconnection Request for an Elective Transmission Upgrade? Yes \_\_\_\_\_ No \_\_\_\_\_~~

~~If yes, identify Queue Position of the associated Interconnection Request and provide evidence of the contractual commitment. Queue Position No.: \_\_\_\_\_~~

~~Initial Cluster Participation Deposit as specified in Section 1.5.3.3.2.2.~~

### **Applicant Signature**

~~I hereby certify that, to the best of my knowledge, all the information provided in this form is true and accurate.~~

~~For Interconnection Customer: \_\_\_\_\_ Date: \_\_\_\_\_~~

### **Attachment 3**

#### **Certification Codes and Standards**

~~IEEE1547 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)~~

~~UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems~~

~~IEEE Std 929-2000 IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems~~

~~NFPA 70 (2002), National Electrical Code~~

~~IEEE Std C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems~~

~~IEEE Std C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers~~

~~IEEE Std C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers~~

~~IEEE Std C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors~~

~~IEEE Std C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits~~

~~IEEE Std C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low Voltage (1000V and Less) AC Power Circuits~~

~~ANSI C84.1-1995 Electric Power Systems and Equipment—Voltage Ratings (60 Hertz)~~

~~IEEE Std 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms~~

~~NEMA MG 1-1998, Motors and Small Resources, Revision 3~~

~~IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems~~

~~NEMA MG 1-2003 (Rev 2004), Motors and Generators, Revision 1~~

---

**Certification of Small Generator Equipment Packages**

- 1.0 — ~~Small Generating Facility equipment proposed for use separately or packaged with other equipment in an interconnection system shall be considered certified for interconnected operation if (1) it has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards referenced below by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment pursuant to the relevant codes and standards listed in SGIP Attachment 3, (2) it has been labeled and is publicly listed by such NRTL at the time of the interconnection application, and (3) such NRTL makes readily available for verification all test standards and procedures it utilized in performing such equipment certification, and, with consumer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.~~
- 2.0 — ~~The Interconnection Customer must verify that the intended use of the equipment falls within the use or uses for which the equipment was tested, labeled, and listed by the NRTL.~~
- 3.0 — ~~Certified equipment shall not require further type test review, testing, or additional equipment to meet the requirements of this interconnection procedure; however, nothing herein shall preclude the need for an on-site commissioning test by the parties to the interconnection nor follow-up production testing by the NRTL.~~
- 4.0 — ~~If the certified equipment package includes only interface components (switchgear, inverters, or other interface devices), then an Interconnection Customer must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and is consistent with the testing and listing specified for this type of interconnection equipment.~~

~~5.0 — Provided the generator or electric source, when combined with the equipment package, is within the range of capabilities for which it was tested by the NRTL, and does not violate the interface components' labeling and listing performed by the NRTL, no further design review, testing or additional equipment on the customer side of the point of common coupling shall be required to meet the requirements of this interconnection procedure.~~

~~6.0 — An equipment package does not include equipment provided by the utility.~~

~~7.0 — Any equipment package approved and listed in a state by that state's regulatory body for interconnected operation in that state prior to the effective date of these small generator interconnection procedures shall be considered certified under these procedures for use in that state.~~\_\_\_\_\_

**10 kW Inverter Process**

**~~Solely applicable for Network Resource Interconnection Service~~**

- ~~1.0 — The Interconnection Customer ("Customer") completes the Interconnection Request ("Application") and submits it to the System Operator.~~
- ~~2.0 — The System Operator acknowledges to the Customer receipt of the Application within three Business Days of receipt.~~
- ~~3.0 — The System Operator in conjunction with the Interconnecting Transmission Owner evaluates the Application for completeness and notifies the Customer within ten Business Days of receipt that the Application is or is not complete and, if not, advises what material is missing.~~
- ~~4.0 — The System Operator in conjunction with the Interconnecting Transmission Owner verifies that the Small Generating Facility can be interconnected safely and reliably using the screens contained in the Fast Track Process in the Small Generator Interconnection Procedures (SGIP). The System Operator has 15 Business Days to complete this process. Unless the System Operator in conjunction with the Interconnecting Transmission Owner determines and demonstrates that the Small Generating Facility cannot be interconnected safely and reliably, the System Operator approves the Application and returns it to the Customer. Note to Customer: Please check with the System Operator before submitting the Application if disconnection equipment is required.~~
- ~~5.0 — After installation, the Customer returns the Certificate of Completion to the System Operator. Prior to parallel operation, the System Operator and Interconnecting Transmission Owner may inspect the Small Generating Facility for compliance with standards which may include a witness test, and may schedule appropriate metering replacement, if necessary.~~
- ~~6.0 — The System Operator in conjunction with the Interconnecting Transmission Owner notifies the Customer in writing that interconnection of the Small Generating Facility is authorized. If the witness test is not satisfactory, the Interconnecting Transmission Owner has the right to disconnect the Small Generating Facility. The Customer has no right to operate in parallel until a witness test has been performed, or previously waived on the Application. The Interconnecting Transmission Owner is obligated to complete this witness test within ten Business Days of the receipt of the Certificate of Completion. If the Interconnecting Transmission Owner does not~~



~~inspect within ten Business Days or by mutual agreement of the Parties, the witness test is deemed waived.~~

~~7.0 — Contact Information — The Customer must provide the contact information for the legal applicant (i.e., the Interconnection Customer). If another entity is responsible for interfacing with the System Operator and the Interconnecting Transmission Owner, that contact information must be provided on the Application.~~

~~8.0 — Ownership Information — Enter the legal names of the owner(s) of the Small Generating Facility. Include the percentage ownership (if any) by any utility or public utility holding company, or by any entity owned by either.~~

~~9.0 — UL1741 Listed — This standard ("Inverters, Converters, and Controllers for Use in Independent Power Systems") addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers submit their equipment to a Nationally Recognized Testing Laboratory (NRTL) that verifies compliance with UL1741. This "listing" is then marked on the equipment and supporting documentation.~~

---

**~~Application for Interconnecting a Certified Inverter-Based Small Generating Facility No Larger than 10kW~~**

~~This Application is considered complete when it provides all applicable and correct information required below. Per SGIP section 1.4, documentation of Site Control must be submitted with the Interconnection Request, except where the Interconnection Request is for a modification to the Interconnection Customer's existing Small Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property. Additional information to evaluate the Application may be required.~~

Processing Fee

~~A non-refundable processing fee of \$100 must accompany this Application.~~

Interconnection Customer

Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E Mail Address: \_\_\_\_\_

Contact (if different from Interconnection Customer)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E Mail Address: \_\_\_\_\_

Owner of the facility (include % ownership by any electric utility): \_\_\_\_\_

**~~Small Generating Facility Information~~**

Location (if different from above): \_\_\_\_\_

Electric Service Company: \_\_\_\_\_

Account Number: \_\_\_\_\_

Is the Interconnection Request for:

~~A retail customer interconnecting a new Small Generating Facility that will produce electric energy to be consumed only on the retail customer's site? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_~~

~~A Qualifying Facility where 100% of the output will be sold to its host utility?~~

~~Yes \_\_\_\_\_ No \_\_\_\_\_~~

~~An Interconnection Customer interconnecting a new Small Generating Facility that plans to participate in the wholesale markets? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_~~

~~An existing Small Generating Facility commencing participation in the wholesale markets?—~~

~~Yes \_\_\_\_\_ No \_\_\_\_\_~~

Inverter Manufacturer: \_\_\_\_\_ Model \_\_\_\_\_

Nameplate Rating: \_\_\_\_\_ (kW) \_\_\_\_\_ (kVA) \_\_\_\_\_ (AC Volts)

\_\_\_\_\_ Single Phase \_\_\_\_\_ Three Phase \_\_\_\_\_

System Design Capacity: \_\_\_\_\_ (kW) \_\_\_\_\_ (kVA)

Prime Mover: ~~Photovoltaic ☐ Reciprocating Engine ☐ Fuel Cell ☐~~

~~Turbine ☐ Other \_\_\_\_\_~~

Energy Source: Solar ☐ Wind ☐ Hydro ☐ Diesel ☐ Natural Gas ☐

\_\_\_\_\_ Fuel Oil ☐ Other (describe) \_\_\_\_\_

Is the equipment UL1741 Listed? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

~~If Yes, attach manufacturer's cut sheet showing UL1741 listing~~

Estimated Installation Date: \_\_\_\_\_ Estimated In Service Date: \_\_\_\_\_

~~The 10 kW Inverter Process is available only for inverter based Small Generating Facilities no larger than 10 kW that meet the codes, standards, and certification requirements of Attachments 3 and 4 of the Small~~

~~Generator Interconnection Procedures (SGIP), or the Interconnecting Transmission Owner has reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.~~

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type \_\_\_\_\_ Certifying Entity \_\_\_\_\_

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**~~Interconnection Customer Signature~~**

~~I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the Terms and Conditions for Interconnecting an Inverter Based Small Generating Facility No Larger than 10kW and return the Certificate of Completion when the Small Generating Facility has been installed.~~

Signed: \_\_\_\_\_

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

**~~Contingent Approval to Interconnect the Small Generating Facility~~**  
**~~(For Internal use only)~~**

~~Interconnection of the Small Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter Based Small Generating Facility No Larger than 10kW and return of the Certificate of Completion.~~

Interconnecting Transmission Owner Signature: \_\_\_\_\_

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

Application ID number: \_\_\_\_\_

Interconnecting Transmission Owner waives inspection/witness test? Yes \_\_\_ No \_\_\_

System Operator Signature: \_\_\_\_\_

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

Application ID number: \_\_\_\_\_

### **Small Generating Facility Certificate of Completion**

Is the Small Generating Facility owner installed? Yes \_\_\_\_\_ No \_\_\_\_\_

Interconnection Customer: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Location of the Small Generating Facility (if different from above):

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E Mail Address: \_\_\_\_\_

#### Electrician:-

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E Mail Address: \_\_\_\_\_

License number: \_\_\_\_\_

\_\_\_\_\_

Date Approval to Install Facility granted by the Interconnecting Transmission Owner: \_\_\_\_\_

Application ID number: \_\_\_\_\_

#### Inspection:-

The Small Generating Facility has been installed and inspected in compliance with the local  
building/electrical code of \_\_\_\_\_

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

As a condition of interconnection, you are required to send/fax a copy of this form along with a copy of the signed electrical permit to (insert System Operator and Interconnecting Transmission Owner information below):-

\_\_\_\_\_ Name: \_\_\_\_\_

\_\_\_\_\_ System Operator: \_\_\_\_\_

\_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ City, State ZIP: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ Name: \_\_\_\_\_

\_\_\_\_\_ Interconnecting Transmission Owner:-

\_\_\_\_\_

\_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ City, State ZIP: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

---

**~~Approval to Energize the Small Generating Facility~~**

**~~-(For Internal use only)-~~**

Energizing the Small Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter Based Small Generating Facility No Larger than 10kW

Interconnecting Transmission Owner Signature: \_\_\_\_\_

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

System Operator Signature: \_\_\_\_\_  
\_\_\_\_\_

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

**Terms and Conditions for Interconnecting an Inverter-Based  
Small Generating Facility No Larger than 10kW**

**~~1.0 Construction of the Facility~~**

~~The Interconnection Customer (the "Customer") may proceed to construct (including operational testing not to exceed two hours) the Small Generating Facility when the System Operator approves the Interconnection Request (the "Application") and returns it to the Customer.~~

**~~2.0 Interconnection and Operation~~**

~~The Customer may operate Small Generating Facility and interconnect with the Interconnecting Transmission Owner's (the "Company") electric system once all of the following have occurred:~~

~~2.1 Upon completing construction, the Customer will cause the Small Generating Facility to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction, and~~

~~2.2 The Customer returns the Certificate of Completion to the System Operator and the Company, and~~

~~2.3 The Company has either:~~

~~2.3.1 Completed its inspection of the Small Generating Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable codes. All inspections must be conducted by the Company, at its own expense, within ten Business Days after receipt of the Certificate of Completion and shall take place at a time agreeable to the Parties. The Company shall provide a written statement that the Small~~

~~Generating Facility has passed inspection or shall notify the Customer of what steps it must take to pass inspection as soon as practicable after the inspection takes place; or~~

~~2.3.2 If the Company does not schedule an inspection of the Small Generating Facility within ten business days after receiving the Certificate of Completion, the witness test is deemed waived (unless the Parties agree otherwise); or~~

~~2.3.3 The Company waives the right to inspect the Small Generating Facility.~~

~~2.4 The Company has the right to disconnect the Small Generating Facility in the event of improper installation or failure to return the Certificate of Completion.~~

~~2.5 Revenue quality metering equipment must be installed and tested in accordance with applicable ANSI standards.~~

### ~~3.0 Safe Operations and Maintenance~~

~~The Customer shall be fully responsible to operate, maintain, and repair the Small Generating Facility as required to ensure that it complies at all times with the interconnection standards to which it has been certified.~~

### ~~4.0 Access~~

~~The Company shall have access to the disconnect switch (if the disconnect switch is required) and metering equipment of the Small Generating Facility at all times. The Company shall provide reasonable notice to the Customer when possible prior to using its right of access.~~

### ~~5.0 Disconnection~~

~~The Company may temporarily disconnect the Small Generating Facility upon the following conditions:~~

~~5.1 For scheduled outages upon reasonable notice.~~

~~5.2 For unscheduled outages or emergency conditions.~~

~~5.3 If the Small Generating Facility does not operate in the manner consistent with these Terms and Conditions.~~

~~5.4 The Company shall inform the Customer in advance of any scheduled disconnection, or as is reasonable after an unscheduled disconnection.~~



## **~~6.0 — Indemnification~~**

~~The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.~~

## **~~7.0 — Insurance~~**

~~The Parties agree to follow all applicable insurance requirements imposed by the state in which the Point of Interconnection is located. All insurance policies must be maintained with insurers authorized to do business in that state.~~

## **~~8.0 — Limitation of Liability~~**

~~Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever, except as allowed under paragraph 6.0.~~

## **~~9.0 — Termination~~**

~~The agreement to operate in parallel may be terminated under the following conditions:~~

~~9.1 — By the Customer~~

~~9.2 — By providing written notice to the Company and the System Operator.~~

~~9.3 — By the Company or the System Operator~~

~~9.4 — If the Small Generating Facility fails to operate for any consecutive 12 month period or the Customer fails to remedy a violation of these Terms and Conditions.~~

## **~~10.0 — Permanent Disconnection~~**

~~In the event this Agreement is terminated, the Company shall have the right to disconnect its facilities or direct the Customer to disconnect its Small Generating Facility.~~

**~~11.0~~ Survival Rights**

~~This Agreement shall continue in effect after termination to the extent necessary to allow or require any Party to fulfill rights or obligations that arose under the Agreement.~~

**~~12.~~ Assignment/Transfer of Ownership of the Facility**

~~This Agreement shall survive the transfer of ownership of the Small Generating Facility to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies the System Operator and the Company.~~

---

**Interconnection Feasibility Study Agreement**

~~THIS AGREEMENT~~ is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, ("Interconnection Customer,") and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware ("System Operator"), and \_\_\_\_\_, a \_\_\_\_\_ existing under the laws of the State of \_\_\_\_\_, ("Interconnecting Transmission Owner"). Interconnection Customer, System Operator and Interconnecting Transmission Owner each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

~~WHEREAS~~, Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by Interconnection Customer on \_\_\_\_\_; and

~~WHEREAS~~, Interconnection Customer desires to interconnect the Small Generating Facility with the Administered Transmission System; and

~~WHEREAS~~, Interconnection Customer has requested the System Operator and Interconnecting Transmission Owner to perform an Interconnection Feasibility Study to assess the feasibility of interconnecting the proposed Small Generating Facility with the facilities that are part of the Interconnecting Transmission Owner's Administered Transmission System, and of any Affected Systems.

~~NOW, THEREFORE~~, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

~~1.0~~ — When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Small Generator Interconnection Procedures

~~(“SGIP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).~~

~~2.0 — The Interconnection Customer elects and the System Operator and Interconnecting Transmission Owner shall cause to be performed an Interconnection Feasibility Study consistent the standard Small Generator Interconnection Procedures in accordance with the Open Access Transmission Tariff.~~

~~3.0 — The scope of the Interconnection Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.~~

~~4.0 — The Interconnection Feasibility Study shall be based on the technical information provided by the Interconnection Customer in the Interconnection Request, as may be modified as the result of the scoping meeting. The System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Feasibility Study and as designated in accordance with the standard Small Generator Interconnection Procedures. If the Interconnection Customer modifies its Interconnection Request, the time to complete the Interconnection Feasibility Study may be extended by agreement of the Parties.~~

~~5.0 — In performing the study, the System Operator and Interconnecting Transmission Owner shall rely, to the extent reasonably practicable, on existing studies of recent vintage. The Interconnection Customer shall not be charged for such existing studies; however, the Interconnection Customer shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the Interconnection Feasibility Study.~~

~~6.0 — The Interconnection Feasibility Study report shall provide the following analyses depending on whether the Feasibility Study consisted of: (a) a power flow, including thermal analysis and voltage analysis, and short circuited analysis, or (b) limited thermal analysis, voltage analysis, short circuit analysis, stability analysis, and electromagnetic transient analysis, as appropriate, focusing on the issues that are expected to be the most significant for the interconnection of the Small Generating Facility as proposed given recent study experience and as discussed at the Scoping Meeting;~~

- ~~6.1 Initial identification of any circuit breaker or other facility short circuit capability limits exceeded as a result of the interconnection, or, findings of the limited thermal analysis, voltage analysis, short circuit analysis, stability analysis, and electromagnetic transient analysis, as appropriate, focusing on the issues that are expected to be the most significant for the proposed Small Generating Facility's interconnection given recent study experience and as discussed at the Scoping Meeting;~~
- ~~6.2 Initial identification of any thermal overload or voltage limit violations resulting from the interconnection, as appropriate, focusing on the issues that are expected to be the most significant for the proposed Small Generating Facility's interconnection given recent study experience and as discussed at the Scoping Meeting;~~
- ~~6.3 Preliminary description of and a non-binding good faith order of magnitude estimated cost of (unless such cost estimate is waived by the Interconnection Customer) and the time to construct the Interconnection Facilities and Network Upgrades necessary to interconnect the Small Generating Facility as identified within the scope of the analysis performed as part of the study;~~
- ~~6.4 If the Feasibility Study consisted of a power flow, including thermal analysis and voltage analysis, and short circuit analysis, initial review of grounding requirements and electric system protection;~~
- ~~6.5 If the Feasibility Study consisted of a power flow, including thermal analysis and voltage analysis, and short circuit analysis, description and non-binding estimated cost of facilities required to interconnect the proposed Small Generating Facility and to address the identified short circuit and power flow issues and length of time that would be necessary to construct the facilities; and~~
- ~~6.6 To the extent the Interconnection Customer requested a preliminary analysis as described in Section 3.3.2 of the SGIP, the report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.~~
- ~~7.0 The Interconnection Feasibility Study shall model the impact of the Small Generating Facility regardless of purpose in order to avoid the further expense and interruption of operation for~~

~~reexamination of feasibility and impacts if the Interconnection Customer later changes the purpose for which the Small Generating Facility is being installed.~~

~~8.0 — The study shall include the feasibility of any interconnection at a proposed project site where there could be multiple potential Points of Interconnection, as requested by the Interconnection Customer and at the Interconnection Customer's cost.~~

~~9.0 — A deposit, paid to the System Operator, of the lesser of 50 percent of good faith estimated Interconnection Feasibility Study costs or earnest money of \$1,000 shall be required from the Interconnection Customer.~~

~~10.0 — Once the Interconnection Feasibility Study is completed, an Interconnection Feasibility Study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the Interconnection Feasibility Study must be completed and the Interconnection Feasibility Study report transmitted within 30 Business Days of the Interconnection Customer's agreement to conduct an Interconnection Feasibility Study.~~

~~11.0 — The total estimated cost of the performance of the Interconnection Feasibility Study consists of \$[insert], which is comprised of the System Operator's cost of \$[insert] and the Interconnecting Transmission Owner's cost of \$[insert]. The Interconnection Customer may be invoiced on a monthly basis for work to be conducted. 12.0 — The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the System Operator shall refund such excess within 30 calendar days of the invoice without interest.~~

~~12.0 — The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the System Operator shall refund such excess within 30 calendar days of the invoice without interest~~

~~13.0 — Miscellaneous.~~

~~13.1 — Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.~~

~~13.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Feasibility Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Feasibility Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Feasibility Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Feasibility Study, the content of the Interconnection Feasibility Study, or the conclusions of the Interconnection Feasibility Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.~~

~~13.3 Force Majeure, Liability and Indemnification.~~

~~13.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all Reasonable Efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.~~

~~13.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System~~

~~Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.~~

~~13.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case~~



~~of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement (“TOA”) or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.~~

~~13.4 — Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns. Notwithstanding the foregoing, and without limitation of Sections 13.2 and 13.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Feasibility Study shall not be deemed third party beneficiaries of Sections 13.2 and 13.3.~~

~~13.5 — Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 13.5, shall continue in effect for a term of one year or until the Interconnection Feasibility Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 1.8 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.~~

- ~~13.6—Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of \_\_\_\_\_ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.~~
- ~~13.7—Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority: (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of this Agreement shall remain in full force and effect.~~
- ~~13.8—Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.~~
- ~~13.9—Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.~~
- ~~13.10—Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.~~
- ~~13.11—No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.~~
- ~~13.12—No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect. Any waiver at any time by any Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other~~

~~failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the System Operator and the Interconnecting Transmission Owner. Any waiver of this Agreement shall, if requested, be provided in writing.~~

~~13.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.~~

~~13.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.~~

~~13.15 Subcontractors. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.~~

~~13.15.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the System Operator or Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the~~

~~hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.~~

~~13.15.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.~~

~~13.16—Reservation of Rights. Subject to the TOA, the System Operator and the Interconnecting Transmission Owner shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement under any applicable provision of the Federal Power Act and the Commission's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of the Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.~~

---

~~IN WITNESS WHEREOF~~, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

~~[Insert name of System Operator]~~ \_\_\_\_\_ ~~[Insert name of Interconnection Customer]~~

\_\_\_\_\_  
Signed \_\_\_\_\_ Signed \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Name (Printed): \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_ Title \_\_\_\_\_

~~[Insert name of Interconnecting Transmission Owner]~~

\_\_\_\_\_  
Signed \_\_\_\_\_

Name (Printed): \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_

**~~Attachment A to  
Interconnection Feasibility Study Agreement~~**

**~~Assumptions Used in Conducting the Interconnection Feasibility Study~~**

~~The Interconnection Feasibility Study will be based upon the information set forth in the Interconnection Request and agreed upon in the scoping meeting held on \_\_\_\_\_:~~

~~1) \_\_\_\_\_ Designation of Point of Interconnection and configuration to be studied.~~

~~2) \_\_\_\_\_ Designation of alternative Points of Interconnection and configuration.~~

~~1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer, System Operator and Interconnecting Transmission Owner.~~

\_\_\_\_\_

## Attachment 7

### Interconnection System Impact Study Agreement

~~THIS AGREEMENT~~ is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, ("Interconnection Customer,") and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware ("System Operator"), and \_\_\_\_\_, a \_\_\_\_\_ existing under the laws of the State of \_\_\_\_\_, ("Interconnecting Transmission Owner"). Interconnection Customer, System Operator and Interconnecting Transmission Owner each may be referred to as a "Party," or collectively as the "Parties."

### RECITALS

~~WHEREAS~~, the Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on \_\_\_\_\_; and

~~WHEREAS~~, the Interconnection Customer desires to interconnect the Small Generating Facility with the Administered Transmission System;

~~WHEREAS~~, the System Operator and Interconnecting Transmission Owner have completed an Interconnection Feasibility Study and provided the results of said study to the Interconnection Customer (This recital to be omitted if the Parties have agreed to forego the Interconnection Feasibility Study.); and

~~WHEREAS~~, the Interconnection Customer has requested the System Operator and Interconnecting Transmission Owner to perform an Interconnection System Impact Study(s) to assess the impact of interconnecting the Small Generating Facility with the facilities that are part of the Interconnecting Transmission Owner's Administered Transmission System, and of any Affected Systems.

~~NOW, THEREFORE,~~ in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

~~1.0 — When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Small Generator Interconnection Procedures.~~

~~2.0 — The Interconnection Customer elects and the System Operator and Interconnecting Transmission Owner shall cause to be performed an Interconnection System Impact Study(s) consistent with the standard Small Generator Interconnection Procedures in accordance with the Open Access Transmission Tariff.~~

~~3.0 — The scope of an Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.~~

~~4.0 — An Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study and the technical information provided by Interconnection Customer in the Interconnection Request. The System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection System Impact Study. If the Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.~~

~~5.0 — An Interconnection System Impact Study shall consist of a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, protection and set point coordination studies, and grounding reviews, as necessary. An Interconnection System Impact Study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. An Interconnection System Impact Study shall provide a list of facilities that are required as a result of the Interconnection Request and non-binding good faith estimates of cost responsibility and time to construct.~~



~~6.0 — A distribution Interconnection System Impact Study shall incorporate a distribution load flow study, an analysis of equipment interrupting ratings, protection coordination study, voltage drop and flicker studies, protection and set point coordination studies, grounding reviews, and the impact on electric system operation, as necessary.~~

~~7.0 — Affected Systems may participate in the preparation of an Interconnection System Impact Study, with a division of costs among such entities as they may agree. All Affected Systems shall be afforded an opportunity to review and comment upon an Interconnection System Impact Study that covers potential adverse system impacts on their electric systems, and the System Operator and Interconnecting Transmission Owner have 20 additional Business Days to complete an Interconnection System Impact Study requiring review by Affected Systems.~~

~~8.0 — If the System Operator uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required Network Upgrades, the Interconnection System Impact Study shall consider all generating facilities (and with respect to paragraph 8.3 below, any identified Upgrades associated with such higher queued interconnection) that, on the date the Interconnection System Impact Study is commenced,~~

~~8.1 — Are directly interconnected with the Administered Transmission System; or~~

~~8.2 — Are interconnected with Affected Systems and may have an impact on the proposed interconnection; and~~

~~8.3 — Have a pending higher queued Interconnection Request to interconnect with the Administered Transmission System.~~

~~9.0 — A distribution Interconnection System Impact Study, if required, shall be completed and the results transmitted to the Interconnection Customer within 30 Business Days after this Agreement is signed by the Parties. A transmission Interconnection System Impact Study, if required, shall be completed and the results transmitted to the Interconnection Customer within 45 Business Days after this Agreement is signed by the Parties.~~

~~10.0 — A deposit of the equivalent of the good faith estimated cost of a distribution Interconnection System Impact Study shall be paid to the System Operator by the Interconnection Customer; and the one-half the good faith estimated cost of a transmission Interconnection System Impact Study shall be paid to the System Operator by the Interconnection Customer.~~

~~11.0 — The total estimated cost of the performance of the Interconnection System Impact Study consists of \$[insert], which is comprised of the System Operator's cost of \$[insert] and the Interconnecting Transmission Owner's cost of \$[insert]. The Interconnection Customer may be invoiced on a monthly basis for work to be conducted.~~

~~12.0 — The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the System Operator or Interconnecting Transmission Owner, as applicable, shall refund such excess within 30 calendar days of the invoice without interest.~~

~~13.0 — Miscellaneous.~~

~~13.1 — Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.~~

~~Disclaimer of Warranty. In preparing and/or participating in the Interconnection System Impact Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection System Impact Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection System Impact Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection System Impact Study, the~~

~~content of the Interconnection System Impact Study, or the conclusions of the Interconnection System Impact Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.~~

~~Force Majeure, Liability and Indemnification.~~

~~13.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all Reasonable Efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.~~

~~13.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non performance under this Agreement.~~

~~Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.~~

~~13.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement ("TOA") or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.~~

~~13.4 Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns. Notwithstanding the foregoing, and without limitation of Sections 13.2 and 13.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection System Impact Study shall not be deemed third party beneficiaries of Sections 13.2 and 13.3.~~

~~13.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 13.5, shall continue in effect for a term of one year or until the Interconnection System Impact Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 1.8 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing~~

~~written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.~~

~~13.6—Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of \_\_\_\_\_ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.~~

~~13.7—Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority: (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of this Agreement shall remain in full force and effect.~~

~~13.8—Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.~~

~~13.9—Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.~~

~~13.10—Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.~~

~~13.11—No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.~~

~~13.12—No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect. Any waiver at any time by any Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the System Operator and the~~

~~Interconnecting Transmission Owner. Any waiver of this Agreement shall, if requested, be provided in writing.~~

~~13.13—Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.~~

~~13.14—Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.~~

~~13.15—Subcontractors. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.~~

~~13.15.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the System Operator or Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.~~

~~13.15.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.~~

~~13.16—Reservation of Rights. Subject to the TO Agreement, the System Operator and the Interconnecting Transmission Owner shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement under any applicable~~

~~provision of the Federal Power Act and the Commission's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of the Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.~~

---

**IN WITNESS THEREOF,** the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**[Insert name of System Operator] — [Insert name of Interconnection Customer]**

_____	_____
Signed _____	Signed _____
Name (Printed): _____	Name (Printed): _____
_____	_____
Title _____	Title _____

**[Insert name of Interconnecting Transmission Owner]**

_____
Signed _____
Name (Printed): _____
_____
Title _____

\_\_\_\_\_



**~~Attachment A to System  
Impact Study Agreement~~**

**~~Assumptions Used in Conducting the System Impact Study~~**

~~The Interconnection System Impact Study shall be based upon the results of the Interconnection Feasibility Study, subject to any modifications in accordance with the standard Small Generator Interconnection Procedures, and the following assumptions:~~

~~1) Designation of Point of Interconnection and configuration to be studied.~~

~~2) Designation of alternative Points of Interconnection and configuration.~~

~~1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer, System Operator and Interconnecting Transmission Owner.~~

---

## Attachment 8

### Interconnection Facilities Study Agreement

~~THIS AGREEMENT~~ is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, ("Interconnection Customer,") and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware ("System Operator"), and \_\_\_\_\_, a \_\_\_\_\_ existing under the laws of the State of \_\_\_\_\_, ("Interconnecting Transmission Owner"). Interconnection Customer, System Operator and Interconnecting Transmission Owner each may be referred to as a "Party," or collectively as the "Parties."

#### RECITALS

~~WHEREAS~~, the Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on \_\_\_\_\_; and

~~WHEREAS~~, the Interconnection Customer desires to interconnect the Small Generating Facility with the Administered Transmission System;

~~WHEREAS~~, the System Operator and Interconnecting Transmission Owner have completed an Interconnection System Impact Study and provided the results of said study to the Interconnection Customer; and

~~WHEREAS~~, the Interconnection Customer has requested the System Operator and Interconnecting Transmission Owner to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Small Generating Facility with the facilities that are part of the Interconnecting Transmission Owner's Administered Transmission System.

**NOW, THEREFORE,** in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

~~1.0 — When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Small Generator Interconnection Procedures, or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).~~

~~2.0 — The Interconnection Customer elects and the System Operator and Interconnecting Transmission Owner shall cause an Interconnection Facilities Study consistent with the standard Small Generator Interconnection Procedures to be performed in accordance with the Open Access Transmission Tariff.~~

~~3.0 — The scope of the Interconnection Facilities Study shall be subject to data provided in Attachment A to this Agreement.~~

~~4.0 — The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the Interconnection System Impact Study(s). The Interconnection Facilities Study shall also identify (1) the electrical switching configuration of the equipment, including, without limitation, transformer, switchgear, meters, and other station equipment, (2) the nature and estimated cost of the Interconnecting Transmission Owner’s Interconnection Facilities and Upgrades necessary to accomplish the interconnection, and (3) an estimate of the time required to complete the construction and installation of such facilities.~~

~~5.0 — The System Operator and Interconnecting Transmission Owner may propose to group facilities required for more than one Interconnection Customer in order to minimize facilities costs through economies of scale, but any Interconnection Customer may require the installation of facilities required for its own Small Generating Facility if it is willing to pay the costs of those facilities.~~

~~6.0 — A deposit, paid to the System Operator, of the good faith estimated Interconnection Facilities Study costs shall be required from the Interconnection Customer.~~

~~7.0 — In cases where Upgrades are required, the Interconnection Facilities Study must be completed within 45 Business Days of the receipt of this Agreement. In cases where no Upgrades are necessary, and the required facilities are limited to Interconnection Facilities, the Interconnection Facilities Study must be completed within 30 Business Days.~~

~~8.0 — Once the Interconnection Facilities Study is completed, an Interconnection Facilities Study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the Interconnection Facilities Study must be completed and the Interconnection Facilities Study report transmitted within 30 Business Days of the Interconnection Customer's agreement to conduct an Interconnection Facilities Study.~~

~~9.0 — The total estimated cost of the performance of the Interconnection Facility Study consists of \$[insert], which is comprised of the System Operator's cost of \$[insert] and the Interconnecting Transmission Owner's cost of \$[insert]. The Interconnection Customer may be invoiced on a monthly basis for work to be conducted.~~

~~10.0 — The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the System Operator or Interconnecting Transmission Owner, as applicable, shall refund such excess within 30 calendar days of the invoice without interest.~~

~~11.0 — Miscellaneous.~~

~~11.1 — Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.~~

~~11.2 — Disclaimer of Warranty. In preparing and/or participating in the Interconnection Facilities Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Facilities Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Facilities Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the~~

~~information considered in conducting the Interconnection Facilities Study, the content of the Interconnection Facilities Study, or the conclusions of the Interconnection Facilities Study.—~~  
~~Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.~~

~~Force Majeure, Liability and Indemnification.~~

~~11.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all Reasonable Efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.~~

~~11.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non performance under this Agreement.—~~

~~Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.~~

~~11.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement ("TOA") or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.~~

~~11.4 Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns. Notwithstanding the foregoing, and without limitation of Sections 11.2 and 11.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Facilities Study shall not be deemed third party beneficiaries of Sections 11.2 and 11.3.~~

~~11.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 11.5, shall continue in effect for a term of one year or until the Interconnection Facilities Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 1.8 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing~~

~~written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.~~

~~11.6—Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of \_\_\_\_\_ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.~~

~~11.7—Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority: (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of this Agreement shall remain in full force and effect.~~

~~11.8—Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.~~

~~11.9—Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.~~

~~11.10—Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.~~

~~11.11—No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.~~

~~11.12—No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect. Any waiver at any time by any Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the System Operator and the~~

~~Interconnecting Transmission Owner. Any waiver of this Agreement shall, if requested, be provided in writing.~~

~~11.13—Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.~~

~~11.14—Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.~~

~~11.15—Subcontractors. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.~~

~~11.15.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the System Operator or Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.~~

~~11.15.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.~~

~~11.16—Reservation of Rights. Subject to the TOA, the System Operator and the Interconnecting Transmission Owner shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement under any applicable provision of the Federal Power Act and the Commission's rules and regulations; provided that each Party shall have~~



~~the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of the Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.~~

~~IN WITNESS WHEREOF~~, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

~~[Insert name of System Operator] — [Insert name of Interconnection Customer]~~

\_\_\_\_\_  
\_\_\_\_\_  
Signed \_\_\_\_\_ Signed \_\_\_\_\_  
Name (Printed): \_\_\_\_\_ Name (Printed): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_ Title \_\_\_\_\_

~~[Insert name of Interconnecting Transmission Owner]~~

\_\_\_\_\_  
\_\_\_\_\_  
Signed \_\_\_\_\_  
Name (Printed): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_

**Attachment A to  
Interconnection Facilities Study Agreement**

**Data to Be Provided by the Interconnection Customer  
with the Interconnection Facilities Study Agreement**

~~Provide location plan and simplified one line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.~~

~~On the one line diagram, indicate the generation capacity attached at each metering location. (Maximum load on Current Transformer/Power Transformer (“CT/PT”)~~

~~On the one line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT) Amps~~

~~One set of metering is required for each generation connection to the new ring bus or existing Transmission Provider station. Number of generation connections: \_\_\_\_\_~~

~~Will an alternate source of auxiliary power be available during CT/PT maintenance?  
\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_~~

~~Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_  
(Please indicate on the one line diagram).-~~

~~What type of control system or Power Line Carrier (“PLC”) will be located at the Small Generating Facility?~~

\_\_\_\_\_

\_\_\_\_\_

~~What protocol does the control system or PLC use?~~

---

---

---

---

~~Please provide a 7.5 minute quadrangle map of the site. Indicate the plant, station, transmission line, and property lines.~~

~~Physical dimensions of the proposed interconnection station:~~

---

---

~~Bus length from generation to interconnection station:~~

---

---

~~Line length from interconnection station to Administered Transmission System.~~

---

---

~~Tower number observed in the field. (Painted on tower leg)\*:~~

---

---

~~Number of third party easements required for transmission lines\*:~~

---

---

~~\_\_\_\_\_ \* To be completed in coordination with Transmission Provider.~~

~~Is the Small Generating Facility located in Transmission Provider's service area?~~

~~\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ If No, please provide name of local provider:~~

---

---

Please provide the following proposed schedule dates:-

Begin Construction Date: 

---

Generator step up transformers Date: 

---

receive back feed power

Generation Testing Date: 

---

Commercial Operation Date: 

---

---

**APPENDIX 11**

**STANDARD SMALL GENERATOR  
INTERCONNECTION AGREEMENT (SGIA)**

## **TABLE OF CONTENTS**

### **Article. 1. Scope and Limitations of Agreement**

- 1.1 Applicability
- 1.2 Purpose
- 1.3 No Agreement to Purchase or Deliver Power
- 1.4 Limitations
- 1.5 Responsibilities of the Parties
- 1.6 Parallel Operation Obligations
- 1.7 Metering
- 1.8 Reactive Power and Primary Frequency Response
- 1.9 Capitalized Term
- 1.10 Scope of Service

### **Article. 2. Inspection, Testing, Authorization, and Right of Access**

- 2.1 Equipment Testing and Inspection
- 2.2 Authorization Required Prior to Parallel Operation
- 2.3 Right of Access

### **Article. 3. Effective Date, Term, Termination, and Disconnection**

- 3.1 Effective Date
- 3.2 Term of Agreement
- 3.3 Termination
- 3.4 Temporary Disconnection
  - 3.4.1 Emergency Conditions
  - 3.4.2 Routine Maintenance, Construction, and Repair
  - 3.4.3 Forced Outages
  - 3.4.4 Adverse Operating Effects
  - 3.4.5 Modification of the Small Generating Facility
  - 3.4.6 Reconnection

### **Article. 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

- 4.1 Interconnection Facilities
- 4.2 Distribution Upgrades

### **Article. 5. Cost Responsibility for Network Upgrades**

- 5.1 Applicability

- 5.2 Network Upgrades
- 5.3 Special Provisions for Affected Systems
- 5.4 Rights Under Other Agreements

**Article.6. Billing, Payment, Milestones, and Financial Security**

- 6.1 Billing and Payment Procedures and Final Accounting
- 6.2 Milestones
- 6.3 Financial Security Arrangements

**Article. 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default**

- 7.1 Assignment
- 7.2 Limitation of Liability
- 7.3 Indemnity
- 7.4 Consequential Damages
- 7.5 Force Majeure
- 7.6 Default

**Article. 8. Insurance Requirements**

- 8.1 General Liability
- 8.2 Insurer Requirements and Endorsements
- 8.3 Evidence of Insurance
- 8.4 Self Insurance
- 8.5 Interconnecting Transmission Owner Insurance

**Article. 9. Confidentiality**

**Article. 10. Disputes**

**Article. 11. Taxes**

**Article. 12. Miscellaneous**

- 12.1 Governing Law, Regulatory Authority, and Rules
- 12.2 Amendment
- 12.3 No Third-Party Beneficiaries
- 12.4 Waiver
- 12.5 Entire Agreement
- 12.6 Multiple Counterparts
- 12.7 No Partnership
- 12.8 Severability
- 12.9 Security Arrangements

12.10 Environmental Releases

12.11 Subcontractors

12.12 Reservation of Rights

**Article. 13. Notices**

13.1 General

13.2 Billing and Payment

13.3 Alternative Forms of Notice

13.4 Designated Operating Representative

13.5 Changes to the Notice Information

**Article. 14. Signatures**

Attachments to SGIA

Attachment 1 – Glossary of Terms

Attachment 2 – Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment

Attachment 3 – One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades

Attachment 4 – Milestones

Attachment 5 – Additional Operating Requirements for the New England Transmission System and Affected Systems Needed to Support the Interconnection Customer's Needs

Attachment 6 – Interconnecting Transmission Owner's Description of its Upgrades and Best Estimate of Upgrade Costs

Attachment 7 – Commercial Operation Date



**THIS STANDARD SMALL GENERATOR INTERCONNECTION AGREEMENT ("Agreement")**

is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State/Commonwealth of \_\_\_\_\_ ("Interconnection Customer" with a Small Generating Facility), ISO New England Inc., a non-stock corporation organized and existing under the laws of the State of Delaware ("System Operator"), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State/Commonwealth of \_\_\_\_\_ ("Interconnecting Transmission Owner"). Under this Agreement the Interconnection Customer, System Operator, and Interconnecting Transmission Owner each may be referred to as a "Party" or collectively as the "Parties."

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

**Article 1. Scope and Limitations of Agreement**

**1.1 Applicability:**

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

**1.2 Purpose**

This Agreement governs the terms and conditions under which the Interconnection Customer's Small Generating Facility will interconnect with, and operate in parallel with, the Interconnecting Transmission Owner's facilities that are part of the Administered Transmission System.

**1.3 No Agreement to Purchase or Deliver Power**

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable Party.

#### 1.4 Limitations

Nothing in this Agreement is intended to affect any other agreement between the Parties.

#### 1.5 Responsibilities of the Parties

- 1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.
- 1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Small Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.
- 1.5.3 The Interconnecting Transmission Owner shall construct, operate, and maintain its transmission facilities and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.
- 1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Small Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Interconnecting Transmission Owner, the New England Transmission System and any Affected Systems.
- 1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their

respective sides of the point of change of ownership. The Interconnecting Transmission Owner and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the New England Transmission System [or Interconnecting Transmission Owner's transmission facilities], personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.

- 1.5.6 The System Operator, with input from the Interconnecting Transmission Owner, shall coordinate with all Affected Systems to support the interconnection.
- 1.5.7 The Interconnection Customer shall ensure "frequency ride through" capability and "voltage ride through" capability of its Small Generating Facility. The Interconnection Customer shall enable these capabilities such that its Small Generating Facility shall not disconnect automatically or instantaneously from the system or equipment of the Interconnecting Transmission Owner, the New England Transmission System and any Affected Systems for a defined under-frequency or over-frequency condition, or an under-voltage or over-voltage condition, as tested pursuant to Article 2.1 of this Agreement. The defined conditions shall be in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the New England Control Area on a comparable basis. The Small Generating Facility's protective equipment settings shall comply with the Interconnecting Transmission Owner's automatic load-shed program. The System Operator and Interconnecting Transmission Owner shall review the protective equipment settings to confirm compliance with the automatic load-shed program. The term "ride through" as used herein shall mean the ability of a Small Generating Facility to stay connected to and synchronized with the system or equipment of the Interconnecting Transmission Owner, the New England Transmission System and any Affected Systems during system disturbances within a range of conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the New England Control Area on a comparable basis. The term "frequency ride through" as used herein shall mean the ability of a Small Generating Facility to stay connected to and synchronized with the system or equipment of the Interconnecting

Transmission Owner, the New England Transmission System and any Affected Systems during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the New England Control Area on a comparable basis. The term “voltage ride through” as used herein shall mean the ability of a Small Generating Facility to stay connected to and synchronized with the system or equipment of the Interconnecting Transmission Owner, the New England Transmission System and any Affected Systems during system disturbances within a range of under-voltage and over-voltage conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the New England Control Area on a comparable basis.

1.6 Parallel Operation Obligations; Limited Operation; Provisional Interconnection Service

1.6.1 Parallel Operation Obligations. Once the Small Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Small Generating Facility in the applicable control area, including, but not limited to the ISO New England Operating Documents, and the Operating Requirements set forth in Attachment 5 of this Agreement.

1.6.2 Limited Operation. If any of the Interconnecting Transmission Owner’s Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Small Generating Facility, System Operator and the Interconnecting Transmission Owner shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Small Generating Facility and the Interconnection Customer’s Interconnection Facilities may operate prior to the completion of the Interconnecting Transmission Owner’s Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this SGIA. System Operator and Interconnecting Transmission Owner shall permit Interconnection Customer to operate the Small Generating Facility and the Interconnection Customer’s Interconnection Facilities in accordance with the results of such studies.

1.6.3 Provisional Interconnection Service. Upon the request of Interconnection Customer, and prior to completion of requisite Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System Protection Facilities, System Operator and the Interconnecting Transmission Owner may execute a Provisional Small Generator Interconnection Agreement or Interconnection Customer may request the filing of an unexecuted Provisional Small Generator Interconnection Agreement with the Interconnection Customer for Provisional Interconnection Service at the discretion of System Operator and Interconnecting Transmission Owner based upon an evaluation that will consider the results of available studies. System Operator and Interconnecting Transmission Owner shall determine, through available studies or additional studies as necessary, whether stability, short circuit, thermal, and/or voltage issues would arise if Interconnection Customer interconnects without modifications to the Small Generating Facility or the New England Transmission System. System Operator and Interconnecting Transmission Owner shall determine whether any Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System Protection Facilities that are necessary to meet the requirements of NERC, or any applicable Regional Entity for the interconnection of a new, modified and/or expanded Small Generating Facility are in place prior to the commencement of Interconnection Service from the Small Generating Facility. Where available studies indicate that such Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities that are required for the interconnection of a new, modified and/or expanded Small Generating Facility are not currently in place, System Operator will perform a study, at the Interconnection Customer's expense, to confirm the facilities that are required for Provisional Interconnection Service. The maximum permissible output of the Small Generating Facility in the Provisional Small Generator Interconnection Agreement shall be studied and updated each time the conditions assumed in the studies supporting the Provisional Interconnection Service change. Provisional Interconnection Service is an optional procedure and it will not alter the Interconnection Customer's Queue Position and associated cost and upgrade responsibilities. Interconnection Customer assumes all risk and liabilities with respect to changes between the Provisional Small Generator Interconnection Agreement and the Small Generator Interconnection Agreement, including changes in output limits and Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities cost responsibilities.

## **1.7     Metering**

The Interconnection Customer shall be responsible for the Interconnecting Transmission Owner's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachment 2 of this Agreement.

The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements. Any metering necessitated by the use of the Small Generating Facility shall be installed at the Interconnection Customer's expense in accordance with Commission, state, or local regulatory requirements and with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

## 1.8 Reactive Power and Primary Frequency Response

### 1.8.1 Power Factor Design Criteria

1.8.1.1 Synchronous Generation. The Interconnection Customer shall design its Small Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection with dynamic reactive capability over the power factor range of 0.95 leading to 0.95 lagging, unless the System Operator or Interconnecting Transmission Owner has established different requirements that apply to all similarly situated synchronous (and non-wind non-synchronous generators as specified in Appendix G, Section A.ii.4, to the LGIA) generators on a comparable basis and in accordance with Operating Requirements.

1.8.1.2 Non-Synchronous Generation. Generating Facilities shall be subject to the power factor design criteria specified in Appendix G to the LGIA. Wind and inverter-based Generating Facilities shall be subject to the Low Voltage Ride-Through Capability requirements specified in Appendix G to the LGIA.

1.8.2 Interconnection Customers shall be compensated for reactive power service in accordance with Schedule 2 of Section II of the Tariff.

### 1.8.3 Primary Frequency Response

Interconnection Customer with an Interconnection System Impact Study that commenced before May 15, 2018 is obligated to provide and maintain a functioning governor on all generating units comprising the Small Generating Facility in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability

Standards, or successor documents. Interconnection Customer with an Interconnection System Impact Study that commenced on or after May 15, 2018 shall ensure the primary frequency response capability of its Small Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term “functioning governor or equivalent controls” as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Small Generating Facility’s real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and  $\pm 0.036$  Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved NERC Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Small Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; or (2) based on an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Small Generating Facility’s real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Small Generating Facility’s real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. Interconnection Customer shall notify System Operator and Interconnecting Transmission Owner that the primary frequency response capability of the Small Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Small Generating Facility with the New England Transmission System, Interconnection Customer shall operate the Small Generating Facility consistent with the provisions specified in Articles 1.8.3.1 and 1.8.3.2

of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Small Generating Facilities.

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

1.8.3.2 Timely and Sustained Response. Interconnection Customer shall ensure that the Small Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and shall begin immediately after frequency deviates outside of the deadband, and to the



extent the Small Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Small Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. A Commission-approved Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

1.8.3.3 Exemptions. Small Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Articles 1.8.3, 1.8.3.1, and 1.8.3.2 of this Agreement. Small Generating Facilities that are behind the meter generation that is sized-to-load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability in accordance with the droop and deadband capability requirements specified in Article 1.8.3, but shall be otherwise exempt from the operating requirements in Articles 1.8.3, 1.8.3.1, 1.8.3.2, and 1.8.3.4 of this Agreement.

1.8.3.4 Electric Storage Resources. Interconnection Customer interconnecting a Small Generating Facility that contains an electric storage resource shall establish an operating range in Attachment 5 of its SGIA that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in Articles 1.8.3, 1.8.3.1, 1.8.3.2 and 1.8.3.3 of this Agreement. Attachment 5 shall specify whether the operating range is static or dynamic, and shall consider: (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will

remain outside of the deadband parameter in the interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by System Operator, Interconnecting Transmission Owner and Interconnection Customer. If the operating range is dynamic, then Attachment 5 must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

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

1.9 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement. Capitalized terms in Schedule 23 that are not defined in the Glossary of Terms shall have the meanings specified in Sections I.2.2. of the Tariff.

1.10 Scope of Service

1. 10.1 Interconnection Product Options. Interconnection Customer has selected the following (checked) type of Interconnection Service:

\_\_\_\_\_ NR for NR Interconnection Service (NR Capability Only)

\_\_\_\_\_ CNR for CNR Interconnection Service (NR Capability and CNR Capability)

1.10.1.1 Capacity Network Resource Interconnection Service (CNR Interconnection Service)

- (a) The Product. The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and the Interconnecting Transmission Owner and Internal Affected Parties must construct the Network Upgrades needed to interconnect the Small Generating Facility in a manner comparable to that in which all other CNRs are interconnected under the CC Interconnection Standard. CNR Interconnection Service allows the Interconnection Customer's Small Generating Facility to be designated as a CNR to participate in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the net CNR Capability, or as otherwise provided in Market Rule 1, Section III of the Tariff, on the same basis as all other existing Capacity Network Resources, and to be studied as a Capacity Network Resource on the assumption that such a designation will occur.

1.10.1.2 Network Resource Interconnection Service (NR Interconnection Service).

- (a) The Product. The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and Interconnecting Transmission Owner and Internal Affected Parties must construct the Network Upgrades needed to interconnect the Small Generating Facility in a manner comparable to that in which all other Network Resources are interconnected under the NC Interconnection Standard.

NR Interconnection Service allows the Interconnection Customer's Small Generating Facility to participate in the New England Markets, in accordance with Market Rule, Section III of the Tariff, up to the gross and net NR Capability or as otherwise provided in Market Rule 1, Section III of the Tariff. Notwithstanding the above, the portion of a Small Generating Facility that has been designated as a Network Resource interconnected under the NC Interconnection Standard cannot be a capacity resource under Section III.13 of the Tariff, except pursuant to a new Interconnection Request for CNR Interconnection Service.

- 1.10.1.3 Provision of Service. System Operator and Interconnecting Transmission Owner shall provide Interconnection Service for the Small Generating Facility at the Point of Interconnection.
- 1.10.1.4 Performance Standards. Each Party shall perform all of its obligations under this SGIA in accordance with Applicable Laws and Regulations, the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such requirements and standards, such Party shall not be deemed to be in Breach of this SGIA for its compliance therewith. If such Party is the Interconnecting Transmission Owner, then that Party shall amend the SGIA and System Operator, in conjunction with the Interconnecting Transmission Owner, shall submit the amendment to the Commission for approval.
- 1.10.1.5 No Transmission Service Delivery. The execution of this SGIA does not constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service, or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

1.10.1.6 Transmission Delivery Service Implications. CNR Interconnection Service and NR Interconnection Service allow the Interconnection Customer's Small Generating Facility to be designated by any Network Customer under the Tariff on the New England Transmission System as a Capacity Network Resource or Network Resource, up to the net CNR Capability or NR Capability, respectively, on the same basis as all other existing Capacity Network Resources and Network Resources interconnected to the New England Transmission System, and to be studied as a Capacity Network Resource or a Network Resource on the assumption that such a designation will occur. Although CNR Interconnection Service and NR Interconnection Service do not convey a reservation of transmission service, any Network Customer can utilize its network service under the Tariff to obtain delivery of capability from the Interconnection Customer's Small Generating Facility in the same manner as it accesses Capacity Network Resources and Network Resources. A Small Generating Facility receiving CNR Interconnection Service or NR Interconnection Service may also be used to provide Ancillary Services, in accordance with the Tariff and Market Rule 1, after technical studies and/or periodic analyses are performed with respect to the Small Generating Facility's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Capacity Network Resource or Network Resource. However, if an Interconnection Customer's Small Generating Facility has not been designated as a Capacity Network Resource or as a Network Resource by any load, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all Generating Facilities that are similarly situated.

CNR Network Interconnection Service and NR Interconnection Service do not necessarily provide the Interconnection Customer with the capability to physically deliver the output of its Small Generating Facility to any particular load on the New England Transmission System without incurring congestion costs. In the event of transmission constraints on the New England

Transmission System, the Interconnection Customer's Small Generating Facility shall be subject to the applicable congestion management procedures for the New England Transmission System in the same manner as other Capacity Network Resources or Network Resources.

There is no requirement either at the time of study or interconnection, or at any point in the future, that the Interconnection Customer's Small Generating Facility be designated as a Capacity Network Resource or as a Network Resource by a Network Customer under the Tariff or that the Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Small Generating Facility as either a Capacity Network Resource or a Network Resource, it must do so pursuant to the Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining CNR Interconnection Service or NR Interconnection Service, as long as the Small Generating Facility has not been deemed to be retired, any future transmission service request for delivery from the Small Generating Facility on the New England Transmission System of any amount of capacity capability and/or energy capability will not require that any additional studies be performed or that any further upgrades associated with such Small Generating Facility be undertaken, regardless of whether or not such Small Generating Facility is ever designated by a Network Customer as a Capacity Network Resource or Network Resource and regardless of changes in ownership of the Small Generating Facility. To the extent the Interconnection Customer enters into an arrangement for long-term transmission service for deliveries from the Small Generating Facility outside the New England Transmission System, or if the unit has been deemed to be retired, such request may require additional studies and upgrades in order for Interconnecting Transmission Owner to grant such request.

## **Article 2.      Inspection, Testing, Authorization, and Right of Access**

## 2.1 Equipment Testing and Inspection

2.1.1. The Interconnection Customer shall test and inspect its Small Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the System Operator and the Interconnecting Transmission Owner of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Interconnecting Transmission Owner may, at its own expense, send qualified personnel to the Small Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Interconnecting Transmission Owner a written test report when such testing and inspection is completed.

2.1.2 The Interconnecting Transmission Owner shall provide the Interconnection Customer and the System Operator written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Interconnecting Transmission Owner of the safety, durability, suitability, or reliability of the Small Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Small Generating Facility.

2.1.3 Commissioning tests of the Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards. The System Operator and the Interconnecting Transmission Owner must be given at least five (5) Business Days written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning tests.

## 2.2 Authorization Required Prior to Parallel Operation

2.2.1 The Interconnecting Transmission Owner [and System Operator] shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Interconnecting Transmission Owner shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Interconnecting Transmission Owner shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting

requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

- 2.2.2 The Interconnection Customer shall not operate its Small Generating Facility in parallel with the New England Transmission System [or Interconnecting Transmission Owner's transmission facilities] without prior written authorization of the Interconnecting Transmission Owner. The Transmission Provider will provide such authorization once the Transmission Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access

- 2.3.1 Upon reasonable notice, the Interconnecting Transmission Owner may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Small Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Small Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Interconnecting Transmission Owner at least five Business Days prior to conducting any on-site verification testing of the Small Generating Facility.
- 2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Interconnecting Transmission Owner shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.
- 2.3.3 Each Party shall be responsible for its own costs associated with following this article.

**Article 3. Effective Date, Term, Termination, and Disconnection**

3.1 Effective Date



This Agreement shall become effective upon execution by the Parties subject to acceptance by the Commission (if applicable), or if filed unexecuted, upon the date specified by the Commission. System Operator and Interconnecting Transmission Owner shall promptly file this Agreement with the Commission upon execution, if required.

### 3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and by mutual agreement of the Parties shall remain in effect for a period of \_\_\_\_\_ years, (Term to be specified in individual Agreements, but in no case should the term be less than ten years from the Effective Date or such other longer period as the Interconnection Customer may request) and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

### 3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with the Commission of a notice of termination of this Agreement (if required), which notice has been accepted for filing by the Commission.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the System Operator and Interconnecting Transmission Owner 20 Business Days written notice.

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

3.3.3 Upon termination of this Agreement, the Small Generating Facility will be disconnected from the Interconnecting Transmission Owner's Interconnection Facilities. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this SGIA or such non-terminating Party otherwise is responsible for these costs under this SGIA.

3.3.4 The termination of this Agreement shall not relieve any Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.5 The provisions of this article shall survive termination or expiration of this Agreement.

#### 3.4 Temporary Disconnection

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

##### 3.4.1 Emergency Conditions

“Emergency Condition” shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, the Interconnecting Transmission Owner’s Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of the Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Generating Facility or the Interconnection Customer's Interconnection Facilities. The System Operator and the Interconnecting Transmission Owner may immediately suspend interconnection service and temporarily disconnect the Small Generating Facility in accordance with applicable provisions of the Operating Requirements. The System Operator and Interconnecting Transmission Owner shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Small Generating Facility. The Interconnection Customer shall notify the System Operator and Interconnecting Transmission Owner promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the New England Transmission System or any Affected Systems. To the extent information is known, the notification shall describe the

Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of the Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

### 3.4.2 Routine Maintenance, Construction, and Repair

3.4.2.1 Outage Authority and Coordination. The System Operator shall have the authority to coordinate facility outages in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Each Party may in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, in coordination with the other Party(ies), remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's(ies') facilities as necessary to perform maintenance or testing or to install or replace equipment, subject to the oversight of System Operator in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

3.4.2.2 Outage Schedules. Outage scheduling, and any related compensation, shall be in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

3.4.2.3 Interruption of Service. In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, the System Operator or Interconnecting Transmission Owner may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect System Operator's or Interconnecting Transmission Owner's ability to perform such activities as are necessary to safely and reliably operate and maintain the New England Transmission System.

### 3.4.3 Forced Outages

During any forced outage, the Interconnecting Transmission Owner [and the System Operator] may suspend interconnection service to effect immediate repairs on the New England Transmission System. The Interconnecting Transmission Owner shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Interconnecting Transmission Owner shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

#### 3.4.4 Adverse Operating Effects

The Interconnecting Transmission Owner shall notify the Interconnection Customer and the System Operator as soon as practicable if, based on Good Utility Practice, operation of the Small Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generating Facility could cause damage to the New England Transmission System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Interconnecting Transmission Owner may disconnect the Small Generating Facility. The Interconnecting Transmission Owner shall provide the Interconnection Customer and the System Operator with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

#### 3.4.5 Modification of the Small Generating Facility

The Interconnection Customer must receive written authorization from: (1) the Interconnecting Transmission Owner before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of the Interconnecting Transmission Owner's Interconnection Facilities; and (2) the System Operator before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of the New England Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without

the System Operator's or the Interconnecting Transmission Owner's, as appropriate, prior written authorization, the latter shall have the right to temporarily disconnect the Small Generating Facility.

#### 3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Small Generating Facility, Interconnection Facilities, and the New England Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

### **Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

#### 4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Interconnecting Transmission Owner shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Interconnecting Transmission Owner.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Interconnecting Transmission Owner's Interconnection Facilities.

#### 4.2 Distribution Upgrades

The Interconnecting Transmission Owner shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Interconnecting Transmission Owner and the Interconnection Customer agree, the Interconnection Customer may

construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer. The Interconnection Customer shall be responsible for its share of all reasonable expenses, associated with operating, maintaining, repairing, and replacing such Distribution Upgrades, except to the extent that a retail tariff of, or an agreement with, the Interconnecting Transmission Owner or its distribution company affiliate, if appropriate, provides otherwise.

## **Article 5. Cost Responsibility for Network Upgrades**

### **5.1 Applicability**

No portion of this article 5 shall apply unless the interconnection of the Small Generating Facility requires Network Upgrades, including Stand Alone Network Upgrades.

### **5.2 Network Upgrades**

The Interconnecting Transmission Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Interconnecting Transmission Owner and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Interconnecting Transmission Owner elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer.

5.2.1.1 Cost Allocation. Cost allocation of Generator Interconnection Related Upgrades shall be in accordance with Schedule 11 of Section II of the Tariff.

5.2.1.2 Compensation. Any compensation due to the Interconnection Customer for increases in transfer capability to the PTF resulting from its Generator Interconnection Related Upgrade shall be determined in accordance with Sections II and III of the Tariff.

### 5.3 Special Provisions for Affected Systems

The Interconnection Customer shall enter into separate related facilities agreements to address any upgrades to the Affected System(s) or Internal Affected Systems that are necessary for safe and reliable interconnection of the Interconnection Customer's Small Generating Facility.

### 5.4 Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades.

## **Article 6. Billing, Payment, Milestones, and Financial Security**

### 6.1 Billing and Payment Procedures and Final Accounting

6.1.1 The Interconnecting Transmission Owner shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.1.2 Within three months of completing the construction and installation of the Interconnecting Transmission Owner's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Transmission Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities

or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Interconnecting Transmission Owner for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Interconnecting Transmission Owner shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Interconnecting Transmission Owner within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Interconnecting Transmission Owner shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

## 6.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party(ies) of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless (1) it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

## 6.3 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Interconnecting Transmission Owner's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Interconnecting Transmission Owner a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Interconnecting Transmission Owner in accordance with Section 7 of Schedule 11 of the Tariff. Such security for payment shall be in an amount sufficient to cover



the costs for constructing, designing, procuring, and installing the applicable portion of the Interconnecting Transmission Owner's Interconnection Facilities and Upgrades. In addition:

6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Interconnecting Transmission Owner, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.

1.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Interconnecting Transmission Owner and must specify a reasonable expiration date.

## **Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default**

Notwithstanding any other provision of this Agreement, the liability, indemnification and insurance provisions of the Transmission Operating Agreement ("TOA") or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnection Transmission Owner and the liability, indemnification and insurance provisions of the Tariff apply to the relationship between the System Operator and the Interconnection Customer and between the Interconnecting Transmission Owner and the Interconnection Customer.

### **7.1 Assignment**

This Agreement may be assigned by a Party upon 15 Business Days prior written notice and opportunity to object by the other Parties; provided that:

7.1.1 The Parties may assign this Agreement without the consent of the other Parties to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the other Parties of any such assignment.

7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Interconnecting Transmission Owner or the System Operator, for collateral security purposes to aid in providing financing for the Small Generating Facility, provided that the Interconnection Customer will promptly notify the Interconnecting Transmission Owner and the System Operator of any such assignment.

7.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

## 7.2 Limitation of Liability

Each Party's liability to the other Party(ies) for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall a Party be liable to another Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

## 7.3 Indemnity

7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.

7.3.2 Each Party shall at all times indemnify, defend, and hold the other Parties harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's(ies') action or failure to meet its obligations under this

Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

7.3.4 If an indemnifying Party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

7.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

#### 7.4 Consequential Damages

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

#### 7.5 Force Majeure

7.5.1 As used in this article, a Force Majeure Event shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing."

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

## 7.6 Default

7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party(ies). Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

7.6.2 If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party(ies) shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not those Parties terminate this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

## **Article 8. Insurance Requirements**

### **8.1 General Liability**

The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in the State where the interconnection is located. Certification that such insurance is in effect shall be provided upon request of the Interconnecting Transmission Owner, except that the Interconnection Customer shall show proof of insurance to the Interconnecting Transmission Owner no later than ten Business Days prior to the anticipated commercial operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

### **8.2 Insurer Requirements and Endorsements**

All required insurance shall be carried by reputable insurers qualified to underwrite insurance in the state where the interconnection is located having a Best Rating of "A-". In addition, all insurance shall, (a) include Interconnecting Transmission Owner and System Operator as

additional insureds; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Interconnecting Transmission Owner and System Operator shall not incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to Interconnecting Transmission Owner and System Operator prior to cancellation, termination, or material change of such insurance; provided that to the extent the Interconnection Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnection Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Interconnecting Transmission Owner and System Operator as required above.

If the requirement of clause (a) in the paragraph above prevents Interconnection Customer from obtaining the insurance required without added cost or due to written refusal by the insurance carrier, then upon Interconnection Customer's written notice to Interconnecting Transmission Owner and System Operator, the requirements of clause (a) shall be waived.

### 8.3 Evidence of Insurance

Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnection Customer.

The Interconnection Customer is responsible for providing the Interconnecting Transmission Owner and the System Operator with evidence of insurance in compliance with this Tariff on an annual basis.

Prior to the Interconnecting Transmission Owner commencing work on Interconnection Facilities, Network Upgrades and Distribution Upgrades, the Interconnection Customer shall have its insurer furnish to the Interconnecting Transmission Owner and the System Operator certificates of insurance evidencing the insurance coverage required above. The Interconnection Customer shall notify and send to the Interconnecting Transmission Owner and the System Operator a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Transmission Owner and the System Operator may at their discretion require the

Interconnection Customer to maintain tail coverage for three years on all policies written on a "claims-made" basis.

#### 8.4 Self Insurance

If Interconnection Customer is a company with a self-insurance program established in accordance with commercially acceptable risk management practices, Interconnection Customer may comply with the following in lieu of the above requirements as reasonably approved by the Interconnecting Transmission Owner and the System Operator:

- Interconnection Customer shall provide to Interconnecting Transmission Owner and System Operator, at least thirty (30) calendar days prior to the Date of Initial Operation, evidence of such program to self-insure to a level of coverage equivalent to that required.
- If Interconnection Customer ceases to self-insure to the standards required hereunder, or if Interconnection Customer is unable to provide continuing evidence of Interconnection Customer's financial ability to self-insure, Interconnection Customer agrees to promptly obtain the coverage required under Article 8.1.

#### 8.5 Interconnecting Transmission Owner Insurance

The Interconnecting Transmission Owner agrees to maintain general liability insurance or self-insurance consistent with the Interconnecting Transmission Owner's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Interconnecting Transmission Owner's liabilities undertaken pursuant to this Agreement.

### **Article 9. Confidentiality**

- 9.1 Confidential Information shall include without limitation, all information governed by the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, and any confidential and/or proprietary information provided by a Party to the another Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by

the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.

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

9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party(ies) as it employs to protect its own Confidential Information.

9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

9.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR § 1b.20, if the Commission, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to the Commission, within the time provided for in the request for information. In providing the information to the Commission, the Party may, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by the Commission and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) to this Agreement prior to the release of the Confidential Information to the Commission. The Party shall notify the other Party(ies) to this Agreement when it is notified by the Commission that a request to release Confidential Information has been received by the Commission, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests



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

## **Article 10. Disputes**

**10.1 Submission.** In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with this LGIA or its performance, such Party (the “disputing Party”) shall provide the other Party(ies) with written notice of the dispute or claim (“Notice of Dispute”). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party(ies). In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party’s(ies’) receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this SGIA.

**10.2 External Arbitration Procedures.** Any arbitration initiated under this SGIA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The arbitrator so chosen by the System Operator shall chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Arbitration Rules”) and any applicable Commission regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 10, the terms of this Article 10 shall prevail

**10.3 Arbitration Decisions.** Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing

of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this SGIA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

**10.4 Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel; or (2) a pro rata share of the cost of a single arbitrator chosen by the Parties.

~~10.1 — The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.~~

~~10.2 — In the event of a dispute, a Party shall provide the other Party(ies) with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.~~

~~10.3 — If the dispute has not been resolved within two Business Days after receipt of the Notice, any Party may contact the Commission's Dispute Resolution Service (DRS) for assistance in resolving the dispute.~~

~~10.4 — The DRS will assist the Parties in either resolving their dispute or in selecting an appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral evaluation, or technical expert) to assist the Parties in resolving their dispute. DRS can be reached at 1-877-337-2237 or via the internet at <http://www.ferc.gov/legal/adr.asp>.~~

~~10.5 — Each Party agrees to conduct all negotiations in good faith and will be responsible for its pro-rata share of any costs paid to neutral third parties.~~

~~10.6 If no Party elects to seek assistance from the DRS, or if the attempted dispute resolution fails, then each Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.~~

## **Article 11. Taxes**

- 11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with Commission policy and Internal Revenue Service requirements.
- 11.2 Each Party shall cooperate with the other to maintain the other Party's(ies') tax status. Nothing in this Agreement is intended to adversely affect the Interconnecting Transmission Owner's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

## **Article 12. Miscellaneous**

### **12.1 Governing Law, Regulatory Authority, and Rules**

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

### **12.2 Amendment**

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

### **12.3 No Third-Party Beneficiaries**

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the

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

#### 12.4 Waiver

The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

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

#### 12.5 Entire Agreement

Except for the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, this Agreement, including all Attachments, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. Except for the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, there are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

#### 12.6 Multiple Counterparts

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

#### 12.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

#### 12.8 Severability

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

#### 12.9 Security Arrangements

Infrastructure security of the New England Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. The Commission expects the System Operator, Interconnecting Transmission Owners, market participants, and Interconnection Customers interconnected to the New England Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

#### 12.10 Environmental Releases

Each Party shall notify the other Party(ies), first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation

activities related to the Small Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party(ies). The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party(ies) copies of any publicly available reports filed with any governmental authorities addressing such events.

#### 12.11 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party(ies) for the performance of such subcontractor.

12.11.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party(ies) for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

#### 12.12 Reservation of Rights

Consistent with Section 4.8 of Schedule 23, the Interconnecting Transmission Owner and the System Operator shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service,

rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement under any applicable provision of the Federal Power Act and the Commission's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party(ies) and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of the Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

## **Article 13. Notices**

### **13.1 General**

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

If to the Interconnection Customer:

[To be supplied]

If to the Interconnecting Transmission Owner:

[To be supplied]

If to the System Operator:

ISO New England Inc.

Attention: Generation Interconnection, Transmission Planning Department

One Sullivan Road

Holyoke, MA 01040-2841

Phone: \_\_\_\_\_ Fax: 413-540-4203

With a copy to:

Billing Department  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841

### 13.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer: [To be supplied]

Interconnecting Transmission Owner[To be supplied]

System Operator: ISO New England Inc.

Attention: Generation Interconnection, Transmission Planning Department  
One Sullivan Road  
Holyoke, MA 01040-2841  
Phone: \_\_\_\_\_ Fax: 413-540-4203

With a copy to:

Billing Department  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841

### 13.3 Alternative Forms of Notice

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



If to the Interconnection Customer:

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

If to the Interconnecting Transmission Owner:

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

If to the System Operator:

Phone: \_\_\_\_\_ Fax: 413-540-4203

E-mail: [geninterconn@iso-ne.com](mailto:geninterconn@iso-ne.com)

With a copy to:

Billing Department

Facsimile: (413) 535-4024

E-mail: [billingdept@iso-ne.com](mailto:billingdept@iso-ne.com)

#### 13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

[To be supplied]

Interconnecting Transmission Owner's Operating Representative:

[To be supplied]

System Operator's Operating Representative:

ISO New England Inc.

Attention: Generation Interconnection, Transmission Planning Department

One Sullivan Road

Holyoke, MA 01040-2841

Phone: \_\_\_\_\_ Fax: (413) 540-4203

E-mail: [geninterconn@iso-ne.com](mailto:geninterconn@iso-ne.com)

DUNS Numbers:

Interconnection Customer: [To be supplied]

Interconnecting Transmission Owner: [To be supplied]

### 13.5 Changes to the Notice Information

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

**Article 14.      Signatures**

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

***[Insert name of]* (Interconnecting Transmission Owner)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***[Insert name of]* (Interconnection Customer)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ISO New England Inc. (System Operator)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENTS TO SGIA**

Attachment 1	Glossary of Terms
Attachment 2	Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment
Attachment 3	One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment and Upgrades
Attachment 4	Milestones
Attachment 5	Additional Operating Requirements for the New England Transmission System and Affected Systems Needed to Support the Interconnection Customer's Needs
Attachment 6	Interconnecting Transmission Owner's Description of its Upgrades, and Best Estimates of Upgrade Costs
Attachment 7	Commercial Operation Date

## Glossary of Terms

**Administered Transmission System** shall mean the PTF and the Non-PTF.

**Adverse System Impact** shall mean any significant negative effects on the stability, reliability or operating characteristics of the electric system.

**Affected Party** shall mean the entity that owns, operates or controls an Affected System, or any other entity operating outside of the New England Control Area that otherwise may be a necessary party to the interconnection process.

**Affected System** shall mean any electric system that is outside the New England Control Area that may be affected by the proposed interconnection.

**Affected System Facilities Construction Agreement** shall mean the agreement contained in Appendix 944 to this SGIP that is made between Interconnecting Transmission Owner and Affected System Interconnection Customer to facilitate the construction of and to set forth cost responsibility for necessary Affected System Network Upgrades on the New England Transmission System.

**Affected System Interconnection Customer** shall mean any entity that submits an interconnection request for a generating facility to a transmission system outside of the New England Control Area that may cause the need for Affected System Network Upgrades on the New England Transmission System.

**Affected System Network Upgrades** shall mean the additions, modifications, and upgrades to New England Transmission System required to accommodate Affected System Interconnection Customer's proposed interconnection to a transmission system other than New England-Transmission System.

**Affected System Operator** shall mean the entity that operates an Affected System.

**Affected System Queue Position** shall mean the queue position of an Affected System Interconnection Customer in System Operator's interconnection queue relative to System Operator's Interconnection Customers' Queue Positions.

**Affected System Study** shall mean the evaluation of Affected System Interconnection Customers' proposed interconnection(s) to a transmission system outside the New England Control Area that have an impact on the New England Transmission System, as described in Section 9 of this SGIP.

**Affected System Study Agreement** shall mean the agreement contained in Appendix 79 to this SGIP that is made between System Operator and Affected System Interconnection Customer to conduct an Affected System Study pursuant to Section 9 of this SGIP.

**Affected System Study Report** shall mean the report issued following completion of an Affected System Study pursuant to Section 9.6 of this SGIP.

**Affiliate** shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

**Applicable Laws and Regulations** shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Applicable Reliability Council** shall mean the reliability council applicable to the New England Control Area.

**Applicable Reliability Standards** shall mean the requirements and guidelines of NERC, the NPCC and the New England Control Area, including publicly available local reliability requirements of Interconnecting Transmission Owners or other Affected Parties or Internal Affected Parties.

**At-Risk Expenditure** shall mean money expended for the development of the Generating Facility that cannot be recouped if the Interconnection Customer were to withdraw the Interconnection Request for the Generating Facility. At-Risk Expenditure may include, but is not limited to, money expended on: (i) costs of federal, state, local, regional and town permits, (ii) Site Control, (iii) site-specific design and surveys, (iv) construction activities, and (v) non-refundable deposits for major equipment components.

For purposes of this definition, At-Risk Expenditure shall not include costs associated with the Interconnection Studies.

**Base Case** shall have the meaning specified in Section 2.3.

**Base Case Data** shall mean the Base Case power flow, short circuit, and stability data bases used for the Interconnection Studies by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements.

**Breach** shall mean the failure of a Party to perform or observe any material term or condition of the Standard Small Generator Interconnection Agreement.

**Breaching Party** shall mean a Party that is in Breach of the Standard Small Generator Interconnection Agreement.

**Calendar Day** shall mean any day including Saturday, Sunday or a Federal Holiday.

**Capacity Capability Interconnection Standard (“CC Interconnection Standard”)** shall mean the criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service, and in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resources or Elective Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

**Capacity Network Resource (“CNR”)** shall mean that portion of a Generating Facility that is interconnected to the Administered Transmission System under the Capacity Capability Interconnection Standard.

**Capacity Network Resource Capability (“CNR Capability”)** shall mean the MW quantity associated with CNR Interconnection Service, calculated as described in Section II.48 of the Tariff.

**Capacity Network Resource Group Study (“CNR Group Study”)** shall mean the study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.

**Capacity Network Resource Interconnection Service (“CNR Interconnection Service”)** shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Small Generating Facility with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard. An Interconnection Customer’s CNR Interconnection Service shall be for the megawatt amount of CNR Capability. CNR Interconnection Service does not in and of itself convey transmission service.

**Cluster** shall mean a group of one or more Interconnection Requests that are studied together for the purpose of conducting a Cluster Study, Cluster Interconnection System Impact Study, and Cluster Interconnection Facilities Study.

**Cluster Enabling Transmission Upgrade (“CETU”)** shall mean new significant transmission line infrastructure that consists of AC transmission lines and related terminal equipment having a nominal voltage rating at or above 115 kV or HVDC transmission lines and HVDC terminal equipment that is identified through the Clustering Enabling Transmission Upgrade Regional Planning Study conducted in accordance with Attachment K, Section II of the Tariff . The CETU shall be considered part of a Generator Interconnection Related Upgrade and be categorized as Interconnection Facilities or Network Upgrades.

**Cluster Enabling Transmission Upgrade Regional Planning Study (“CRPS”)** shall mean a study conducted by the System Operator under Attachment K, Section II of the Tariff to identify the Cluster Enabling Transmission Upgrade and associated system upgrades to enable the interconnection of Interconnection Requests for which the conditions identified in Section 4.2.1 have been triggered.



**Cluster Interconnection Facilities Study (“CFAC”)** shall mean an Interconnection Facilities Study performed using Clustering pursuant to Section 4.2.4.

**Cluster Interconnection System Impact Study (“CSIS”)** shall mean an Interconnection System Impact Study performed using Clustering pursuant to Section 4.2.3.

**CETU Participation Deposit** shall mean a Commercial Readiness Deposit as described in Section 4.2.

**Cluster Request Window** shall mean the time period set forth in Section 3.4.1 of this SGIP.

**Cluster Restudy** shall mean a restudy of a Cluster Study conducted pursuant to Section 7.5 of this SGIP.

**Cluster Restudy Report Meeting** shall mean the meeting held to discuss the results of a Cluster Restudy pursuant to Section 7.5 of this SGIP.

**Cluster Restudy Report** shall mean the report issued following completion of a Cluster Restudy pursuant to Section 7.5 of this SGIP.

**Cluster Study** shall mean the evaluation of one or more Interconnection Requests within a Cluster as described in Section 7 of this SGIP.

**Cluster Study Agreement** shall mean the agreement contained in Appendix 2 to this SGIP for conducting the Cluster Study.

**Cluster Study Process** shall mean the following processes, conducted in sequence: the Cluster Request Window; the Customer Engagement Window and Scoping Meetings therein; the Cluster Study; any needed Cluster Restudies; and the Interconnection Facilities Study.

**Cluster Study Report** shall mean the report issued following completion of a Cluster Study pursuant to Section 7 of this SGIP.

**Cluster Study Report Meeting** shall mean the meeting held to discuss the results of a Cluster Study pursuant to Section 7 of this SGIP.

**Clustering** shall mean the process whereby one or more Interconnection Requests are studied together, instead of serially, as described in Sections 4.2.3, 4.2.4, and 7 of this SGIP.

**Commercial Operation** shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

**Commercial Operation Date** of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Attachment 7 to the Standard Small Generator Interconnection Agreement.

**Commercial Readiness Deposit** shall mean a deposit paid as set forth in Sections 3.4.2, 4.4.2, 5.1.1.3, 7.5, and 8.1 of this SGIP.

**Confidential Information** shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise. Confidential Information shall include, but not be limited to, information that is confidential pursuant to the ISO New England Information Policy.

**Contingent Facilities** shall mean those unbuilt Interconnection Facilities and Network Upgrades associated with an Interconnection Request with a higher Queue Position or a transmission project that is planned or proposed for the New England Transmission System upon which the Interconnection Request's costs, timing, and study findings are dependent, and if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing.

**Customer Engagement Window** shall mean the time period set forth in Section 3.4.5 of this SGIP.

**Default** shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 7.6 of the Standard Small Generator Interconnection Agreement.

**Dispute Resolution** shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

**Distribution System** shall mean the Interconnecting Transmission Owner's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.

**Distribution Upgrades** shall mean the additions, modifications, and upgrades to the Interconnecting Transmission Owner's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

**Effective Date** shall mean the date on which the Standard Small Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission or if filed unexecuted, upon the date specified by the Commission.

**Emergency Condition** shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, Interconnecting Transmission Owner's Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Standard Small Generator Interconnection Agreement to possess black start capability.

**Engineering & Procurement ("E&P") Agreement** shall mean an agreement that authorizes the Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party or Internal Affected Party to begin engineering and procurement of long lead-time items necessary for the

establishment of the interconnection in order to advance the implementation of the Interconnection Request.

**Environmental Law** shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

**Federal Power Act** shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

**Force Majeure** shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

**Generating Facility** shall mean Interconnection Customer's device(s) for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include Interconnection Customer's Interconnection Facilities.

**Governmental Authority** shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affiliate thereof.

**Hazardous Substances** shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

**Initial Synchronization Date** shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

**In-Service Date** shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner's Interconnection Facilities to obtain back feed power.

**Interconnecting Transmission Owner** shall mean a Transmission Owner that owns, leases or otherwise possesses an interest, or a Non-Incumbent Transmission Developer that is not a Participating Transmission Owner that is constructing, a portion of the Administered Transmission System at the Point of Interconnection and shall be a Party to the Standard Small Generator Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator.

**Interconnecting Transmission Owner's Interconnection Facilities** shall mean all facilities and equipment owned, controlled, or operated by Interconnecting Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Attachment 2 to the Standard Small Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Interconnecting Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Interconnection Customer** shall mean any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Generating Facility with the Administered Transmission System under this SGIP.

**Interconnection Customer's Interconnection Facilities** shall mean all facilities and equipment, as identified in Attachment 2 of the Standard Small Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Administered Transmission System. Interconnection Customer's Interconnection Facilities may be sole use facilities or subject to shared use pursuant to arrangements filed with and approved by the Commission.

**Interconnection Facilities** shall mean Interconnecting Transmission Owner's Interconnection Facilities and Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Administered Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Interconnection Facilities Study** shall mean a study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for the Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Cluster Study, Cluster Restudy, or the Cluster Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Administered Transmission System. The scope of the study is defined in Section 8 of this SGIP.

**Interconnection Facilities Study Agreement** shall mean the form of agreement contained in Appendix 43 of this SGIP for conducting the Interconnection Facilities Study.

**Interconnection Facilities Study Report** shall mean the report issued following completion of an Interconnection Facilities Study pursuant to Section 8 of this SGIP.

**Interconnection Request** shall mean an Interconnection Customer's request, in the form of Appendix 1 to this SGIP, in accordance with the Tariff, to: (i) interconnect a new Generating Facility to the Administered Transmission System as either a CNR or a NR; (ii) make a Material Modification to a proposed Generating Facility with an outstanding Interconnection Request; (iii) increase the energy capability or capacity capability of an existing Generation Facility; (iv) make a Material Modification to the design or operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected with the Administered Transmission System; (v) commence participation in the wholesale markets by an existing Generating Facility that is interconnected with the Administered Transmission System; or (vi) change from NR Interconnection Service to CNR Interconnection Service for all or part of a Generating Facility's capability. Interconnection Request shall not include a request to interconnect a Qualifying Facility (as defined by the Public Utility Regulatory Policies Act, as amended

by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying Facility's owner intent is to sell 100% of the Qualifying Facility's output to its interconnected electric utility.

**Interconnection Service** shall mean the service provided by the System Operator, and the Interconnecting Transmission Owner, associated with interconnecting the Interconnection Customer's Generating Facility to the Administered Transmission System and enabling the receipt of electric energy capability and/or capacity capability from the Generating Facility at the Point of Interconnection, pursuant to the terms of the SGIA and, if applicable, the Tariff.

**Interconnection Study** shall mean any of the following studies: Cluster Interconnection System Impact Study, Cluster Interconnection Facilities Study, the Cluster Study, the Cluster Restudy, the Surplus Interconnection Service System Impact Study, the Interconnection Facilities Study, the Affected System Study, Optional Interconnection Study, and Material Modification assessment and the Optional Interconnection Study described in the SGIP.

**Interconnection Study Agreement** shall mean any of the following agreements: the Affected System Study Agreement, Cluster Study Agreement, the Interconnection Facilities Study Agreement, and the Optional Interconnection Study Agreement attached to this SGIP.

**Internal Affected Party** shall mean the entity that owns, operates or controls an Internal Affected System, or any other entity operating within the New England Control Area that otherwise may be a necessary party to the interconnection process.

**Internal Affected System** shall mean any electric system that is within the New England Control Area, including, but not limited to, generator owned facilities that may be affected by the proposed interconnection.

**IRS** shall mean the Internal Revenue Service.

**Small Generating Facility** shall mean a Generating Facility having a maximum gross capability at or above zero degrees F of more 20 MW or less.

**SGIA Deposit** shall mean the deposit Interconnection Customer submits when returning the executed SGIA, or within ten (10) Business Days of requesting that the SGIA be filed unexecuted at the Commission, in accordance with Section 11.3 of this SGIP.

**Loss** shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from another Party's performance, or non-performance of its obligations under the Standard Small Generator Interconnection Agreement on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnifying Party.

**Major Permits** shall be as defined in Section III.13.1.1.2.2.2(a) of the Tariff.

**Material Modification** shall mean: (i) except as expressly provided in Section 4.4.1, those modifications to the Interconnection Request, including any of the technical data provided by the Interconnection Customer in Appendix 1, Attachment A (and Attachment A-1, if applicable) to the Interconnection Request or to the interconnection configuration, requested by the Interconnection Customer, that either require significant additional study of the same Interconnection Request and could substantially change the interconnection design, or have a material impact (*i.e.*, an evaluation of the proposed modification cannot be completed in less than ten (10) Business Days) on the cost or timing of any Interconnection Studies or upgrades associated with an Interconnection Request with an equal or later Queue Position; (ii) a change to the design or operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected with the Administered Transmission System that may have a significant adverse effect on the reliability or operating characteristics of the New England Transmission System; or (iii) a delay to the Commercial Operation Date, In-Service Date, or Initial Synchronization Date of greater than three (3) years where the reason for delay is unrelated to construction schedules or permitting which delay is beyond the Interconnection Customer's control.

**Metering Equipment** shall mean all metering equipment installed or to be installed at the Generating Facility pursuant to the Standard Small Generator Interconnection Agreement at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.



**Multiparty Affected System Facilities Construction Agreement** shall mean the agreement contained in Appendix 12 to this SGIP that is made among Interconnecting Transmission Owner and multiple Affected System Interconnection Customers to facilitate the construction of and to set forth cost responsibility for necessary Affected System Network Upgrades on the New England Transmission System.

**Multiparty Affected System Study Agreement** shall mean the agreement contained in Appendix 840 to this SGIP that is made among Interconnecting Transmission Owner, System Operator and multiple Affected System Interconnection Customers to conduct an Affected System Study pursuant to Section 9 of this SGIP.

**Network Capability Interconnection Standard (“NC Interconnection Standard”)** shall mean the minimum criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

**Network Resource (“NR”)** shall mean the portion of a Generating Facility that is interconnected to the Administered Transmission System under the Network Capability Interconnection Standard.

**Network Resource Capability (“NR Capability”)** shall mean the MW quantity associated with NR Interconnection Service, calculated as described in Section II.48 of the Tariff.

**Network Resource Interconnection Service (“NR Interconnection Service”)** shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Generating Facility to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer’s NR Interconnection Service shall be solely for the megawatt amount of the NR Capability requested pursuant to Section 3.1 of this SGIP. NR Interconnection Service in and of itself does not convey transmission service.

**Network Upgrades** shall mean the additions, modifications, and upgrades to the New England Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection of the Small Generating Facility to the Administered Transmission System.

**Notice of Dispute** shall mean a written notice of a dispute or claim that arises out of or in connection with the Standard Small Generator Interconnection Agreement or its performance.

**Optional Interconnection Study** shall mean a sensitivity analysis based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

**Optional Interconnection Study Agreement** shall mean the form of agreement contained in Appendix 45 of this SGIP for conducting the Optional Interconnection Study.

**Party** shall mean the System Operator, Interconnection Customer and Interconnecting Transmission Owner or any combination of the above.

**Point of Change of Ownership** shall mean the point, as set forth in Attachment 2 to the Standard Small Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Interconnecting Transmission Owner's Interconnection Facilities.

**Point of Interconnection** shall mean the point, as set forth in Attachment 2 to the Standard Small Generator Interconnection Agreement, where the Interconnection Facilities connect to the Administered Transmission System.

**Proportional Impact Method** shall mean a technical analysis conducted by the System Operator in accordance with the criteria and parameters specified in the ISO New England Planning Procedures to determine the degree to which each Generating Facility in the Cluster Study contributes to the need for a specific System Network Upgrade.

**Provisional Interconnection Service** shall mean Network Resource Interconnection Service provided by the System Operator, and the Interconnecting Transmission Owner, associated with interconnecting the Interconnection Customer's Generating Facility to the Administered Transmission System and enabling the receipt of electric energy capability from the Generating

Facility at the Point of Interconnection on a limited and temporary basis, pursuant to the terms of the Provisional Large Generator Interconnection Agreement and, if applicable, the Tariff.

**Provisional Large Generator Interconnection Agreement** shall mean the Interconnection Agreement for Provisional Interconnection Service established between the System Operator, the Interconnecting Transmission Owner, and the Interconnection Customer. This agreement shall take the form of the Standard Small Generator Interconnection Agreement, modified for provisional purposes.

**Queue Position** shall mean the order of a valid request in the New England Control Area, relative to all other pending requests in the New England Control Area, that is established based upon the date and time of receipt of such request by the System Operator. Requests are comprised of interconnection requests for Generating Facilities, Elective Transmission Upgrades, and requests for transmission service.

**Reasonable Efforts** shall mean, with respect to an action required to be attempted or taken by a Party under the Standard Small Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Scoping Meeting** shall mean the meeting between representatives of System Operator, Interconnection Customer(s), Interconnecting Transmission Owner(s), or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, conducted for the purpose of discussing the proposed Interconnection Requests and any alternative interconnection options, exchanging information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, refining information and models provided by Interconnection Customer(s), discussing the Cluster Study materials posted to OASIS pursuant to Section 3.5 of this SGIP, and analyzing such information.

**Site Control** shall mean the exclusive ~~land~~-right to develop, construct, operate, and maintain the Generating Facility over the term of expected operation of the Generating Facility. Site Control of sufficient size to construct and operate may be demonstrated by documentation establishing: (a) that the Interconnection Customer is the owner in fee simple of the real property or holds an easement for which new interconnection is sought; (b) that the Interconnection Customer holds a valid written leasehold or

other contractual interest in the real property for which new interconnection is sought; (c) that the Interconnection Customer holds a valid written option to purchase or a leasehold interest in the real property for which new interconnection is sought; (d) that the Interconnection Customer holds a duly executed written contract to purchase, acquire an easement, a license or a leasehold interest in the real property for which new interconnection is sought; or (e) that the Interconnection Customer has filed applications for required permits to site on federal or state property. System Operator will maintain acreage requirements for each Generating Facility type on its OASIS or public website.

**Stand Alone Network Upgrades** shall mean Network Upgrades that are not part of an Internal Affected System that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their construction. System Operator, Interconnection Customer, and Interconnecting Transmission Owner must agree as to what constitutes Stand Alone Network Upgrades and identify them in Attachment 2 to the Standard Small Generator Interconnection Agreement. If System Operator, Interconnecting Transmission Owner, and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, System Operator must provide the Interconnection Customer a written technical explanation outlining why System Operator does not consider the Network Upgrade to be a Stand Alone Network Upgrade within fifteen (15) Business Days of its determination.

**Standard Small Generator Interconnection Agreement (“SGIA”)** shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Small Generating Facility, that is included in this Schedule 23 to the Tariff.

**Standard Small Generator Interconnection Procedures (“SGIP”)** shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Small Generating Facility that are included in this Schedule 23 to the Tariff.

**Study Case** shall have the meaning specified in Sections 6.2 7.3 and 7.5 of this SGIP.

**Substation Network Upgrade** shall mean Network Upgrades comprising breakers, bus positions, and associated equipment that are required at the substation located at the Point of Interconnection.

**Surplus Interconnection Service** shall mean a form of Interconnection Service that allows an

Interconnection Customer to use any Unused Capability of Interconnection Service established in an Interconnection Agreement for an ~~existing~~ Generating Facility, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the same Point of Interconnection would remain the same.

**System Network Upgrades** shall mean Network Upgrades that are required beyond the substations located at the Point of Interconnection.

**System Protection Facilities** shall mean the equipment, including necessary signal protection communications equipment, required to protect (1) the New England Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the New England Transmission System or on other delivery systems or other generating systems to which the New England Transmission System is directly connected.

**Transitional Capacity Network Resource Group Study (“Transitional CNR Group Study”)** shall mean the study performed by the System Operator under Section III.13.1.1.2.3A of the Tariff and Section 5.1.1.3 of this SGIP.

**Transitional Cluster Study** shall mean an Interconnection Study evaluating a Cluster of Interconnection Requests during the transition to the Cluster Study Process, as set forth in Section 5.1.1.2 of this SGIP.

**Transitional Cluster Study Report** shall mean the report issued following completion of a Transitional Cluster Study pursuant to Section 5.1.1.2 of this SGIP.

**Transitional Serial Interconnection Facilities Study** shall mean an Interconnection Facilities Study evaluating an Interconnection Request on a serial basis during the transition to the Cluster Study Process, as set forth in Section 5.1.1.1 of this SGIP.

**Transitional Serial Interconnection Facilities Study Report** shall mean the report issued following completion of a Transitional Interconnection Facilities Study pursuant to Section 5.1.1.1 of this SGIP.

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

**Unused Capability** shall mean: (i) in the case of NR Interconnection Service at a Generating Facility with an executed Interconnection Agreement, the MW quantity as determined by the Original Interconnection Customer (as defined in Section 3.3 of the SGIP), not to exceed the Generating Facility's NR Interconnection Service as specified in its Interconnection Agreement; and (ii) in the case of CNR Interconnection Service at an existing, commercial Generating Facility, for Summer, the Summer CNR Capability as specified in its Interconnection Agreement minus the latest Summer Qualified Capacity, and for Winter, the Winter CNR Capability as specified in its Interconnection Agreement minus the latest Winter Qualified Capacity.

**Withdrawal Penalty** shall mean the penalty assessed by System Operator to an Interconnection Customer that chooses to withdraw or is deemed withdrawn from System Operator's interconnection queue or whose Generating Facility does not otherwise reach Commercial Operation. The calculation of the Withdrawal Penalty is set forth in Section 3.7.1 of this SGIP.~~Administered Transmission System—~~  
~~The PTF and the Non-PTF.~~

~~**Affected Party**—The entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the interconnection process.~~

~~**Affected System**—Any electric system that is within the Control Area, including, but not limited to, generator owned transmission facilities, or any other electric system that is not within the Control Area that may be affected by the proposed interconnection.~~

~~**Affiliate**—With respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.~~

~~**Applicable Laws and Regulations**—All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.~~

**Applicable Reliability Standards**—The requirements and guidelines of NERC, NPCC and the New England Control Area, including publicly available local reliability requirements of Interconnecting Transmission Owners or other Affected Systems.

**At Risk Expenditure**—Money expended for the development of the Generating Facility that cannot be recouped if the Interconnection Customer were to withdraw the Interconnection Request for the Generating Facility. At Risk Expenditure may include, but is not limited to, money expended on: (i) costs of federal, state, local, regional and town permits, (ii) Site Control, (iii) site specific design and survey, (iv) construction activities, and (v) non-refundable deposits for major equipment components. For purposes of this definition, At Risk Expenditure shall not include costs associated with the Interconnection Studies.

**Base Case**—Base power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists provided by System Operator, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements; such databases and lists shall include all generation projects and transmission projects that are proposed for the New England Transmission System and any Affected System and for which a transmission expansion plan has been submitted and approved by the applicable authority and which, in the sole judgment of the System Operator, may have an impact on the Interconnection Request. Base Cases also include data provided by the Interconnection Customer, where applicable, to the Interconnecting Transmission Owner and System Operator to facilitate required Interconnection Studies.

**Business Day**—Monday through Friday, excluding Federal Holidays.

**Capacity Capability Interconnection Standard (“CC Interconnection Standard”)**—The criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service, and in a manner that ensures intra-zonal deliverability.

by avoidance of the redispach of other Capacity Network Resources and Elective Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

**Capacity Network Resource (“CNR”)**—That portion of a Generating Facility that is interconnected to the Administered Transmission System under the Capacity Capability Interconnection Standard.

**Capacity Network Resource Capability (“CNR Capability”)**—The MW quantity associated with CNR Interconnection Service, calculated as described in Section II.48 of the Tariff.

**Capacity Network Resource Group Study (“CNR Group Study”)**—The study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.—

**Capacity Network Resource Interconnection Service (“CNR Interconnection Service”)**—The Interconnection Service selected by the Interconnection Customer to interconnect its Small Generating Facility with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard. An Interconnection Customer’s CNR Interconnection Service shall be for the megawatt amount of CNR Capability. CNR Interconnection Service does not in and of itself convey transmission service.—

**Cluster Enabling Transmission Upgrade (“CETU”)** shall mean new significant transmission line infrastructure that consists of AC transmission lines and related terminal equipment having a nominal voltage rating at or above 115 kV or HVDC transmission lines and HVDC terminal equipment that is identified through the Clustering Enabling Transmission Upgrade Regional Planning Study conducted to accommodate the Interconnection Requests for which the conditions identified in Section 1.5.3.1 have been triggered. The CETU shall be considered part of a Generator Interconnection Related Upgrade and be categorized as Interconnection Facilities or Network Upgrades.

**Cluster Enabling Transmission Upgrade Regional Planning Study (“CRPS”)** shall mean a study conducted by the System Operator under Attachment K, Section II of the Tariff to identify the Cluster Enabling Transmission Upgrade and associated system upgrades to enable the interconnection of Interconnection Requests for which the conditions identified in Section 1.5.3.1 have been triggered.



~~**Cluster Interconnection Facilities Study (“CFS”)** shall mean an Interconnection Facilities Study performed using Clustering pursuant to Section 1.5.3.4.~~

~~**Cluster Interconnection System Impact Study (“CSIS”)** shall mean an Interconnection System Impact Study performed using Clustering pursuant to Section 1.5.3.3.~~

~~**Cluster Participation Deposit** shall mean the initial and additional deposit due under Sections 1.5.3.3.2.2 and 1.5.3.4.4.~~

~~**Cluster Entry Deadline** shall mean the deadline specified in Section 1.5.3.3.1.~~

~~**Clustering** shall mean the process whereby a group of Interconnection Requests is studied together for the purpose of conducting the Interconnection System Impact Study and Interconnection Facilities Study and for the purpose of determining cost responsibility for upgrades identified through the Clustering provisions.~~

~~**Commercial Operation**—The status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.~~

~~**Commercial Operation Date**—The date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Attachment 7 to the Standard Small Generator Interconnection Agreement.—~~

~~**Default**—The failure of a breaching Party to cure its breach under the Small Generator Interconnection Agreement.~~

~~**Distribution System**—The Interconnecting Transmission Owner’s facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.~~

~~**Distribution Upgrades**—The additions, modifications, and upgrades to the Interconnecting Transmission Owner’s Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the~~

~~Small-Generating Facility and render the transmission service necessary to effect the Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.~~

~~**Generating Facility**—The Interconnection Customer's device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.~~

~~**Governmental Authority**—Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Interconnection Provider, or any Affiliate thereof.~~

~~**Initial Synchronization Date**—The date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.~~

~~**In-Service Date**—The date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner's Interconnection Facilities to obtain back feed power.~~

~~**Interconnecting Transmission Owner**—A Transmission Owner that owns, leases or otherwise possesses an interest in, or a Non-Incumbent Transmission Developer that is not a Participating Transmission Owner that is constructing, a portion of the Administered Transmission System at the Point of Interconnection and shall be a Party to the Standard Small Generator Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator.~~

~~**Interconnecting Transmission Owner's Interconnection Facilities** shall mean all facilities and equipment owned, controlled, or operated by the Interconnecting Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Attachment 2 to the Standard Small Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Interconnecting Transmission Owner's Interconnection Facilities are sole use~~

~~facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.~~

~~**Interconnection Customer**—Any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Small Generating Facility with the Administered Transmission System under the Standard Small Generator Interconnection Procedures.~~

~~**Interconnection Customer's Interconnection Facilities** shall mean all facilities and equipment, as identified in Attachment 2 of the Standard Small Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Administered Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.~~

~~**Interconnection Facilities**—The Interconnecting Transmission Owner's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Small Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Small Generating Facility to the Administered Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.~~

~~**Interconnection Facilities Study**—A study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for the Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Administered Transmission System. The scope of the study is defined in Section 3.5 of the Standard Small Generator Interconnection Procedures.~~

~~**Interconnection Facilities Study Agreement**—The form of agreement contained in Attachment 8 of the Standard Small Generator Interconnection Procedures for conducting the Interconnection Facilities Study.~~

**Interconnection Feasibility Study**—A preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Administered Transmission System, the scope of which is described in Section 3.3 of the Standard Small Generator Interconnection Procedures. The Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 3.3 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 3.3 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 3.3 and Section 3.4.

**Interconnection Feasibility Study Agreement**—The form of agreement contained in Attachment 6 of the Standard Small Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

**Interconnection Request**—The Interconnection Request (a) shall mean an Interconnection Customer's request, in accordance with the Tariff, to: (i) interconnect a new Generating Facility to the Administered Transmission System as either a CNR or a NR; (ii) make a Material Modification to a proposed Generating Facility with an outstanding Interconnection Request; (iii) increase the energy capability or capacity capability of or add energy storage capability to the Small Generating Facility above that specified in an Interconnection Request, an existing Interconnection Agreement (whether executed or filed in unexecuted form with the Commission), or as established pursuant to 1.6.4 of this SGIP; (iv) make a modification to the operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected to the Administered Transmission System; (v) commence participation in the wholesale markets by an existing Generating Facility that is interconnected with the Administered Transmission System; or (vi) change from NR Interconnection Service to CNR Interconnection Service for all or part of a Generating Facility's capability. Interconnection Request shall not include a request to interconnect a Qualifying Facility (as defined by the Public Utility Regulatory Policies Act, as amended by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying Facility's owner intent is to sell 100% of the Qualifying Facility's output to its interconnected electric utility.

**Interconnection Service**—The service provided by the System Operator and the Interconnecting Transmission Owner, associated with interconnecting the Interconnection Customer's Generating Facility to the Administered Transmission System and enabling the receipt of electric energy capability and/or capacity capability from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Standard Small Generator Interconnection Agreement and, if applicable, the Tariff.

**Interconnection Study**—Any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, and the Interconnection Facilities Study described in the Standard Small Generator Interconnection Procedures. Interconnection Study shall not include a CNR Group Study.

**Interconnection Study Agreement**—Any of the following agreements: the Interconnection Feasibility Study Agreement, the Interconnection System Impact Study Agreement, and the Interconnection Facilities Study Agreement attached to the Standard Small Generator Interconnection Procedures.

**Interconnection System Impact Study**—An engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of the Administered Transmission System and any other Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on Adverse System Impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Small Generator Interconnection Procedures. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 3.3 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 3.3 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 3.3 and 3.4.

**Interconnection System Impact Study Agreement**—The form of agreement contained in Attachment 7 of the Standard Small Generator Interconnection Procedures for conducting the Interconnection System Impact Study.

**~~Network Capability Interconnection Standard (“NC Interconnection Standard”)~~**—The minimum criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

**~~Network Resource (“NR”)~~**—The portion of a Generating Facility that is interconnected to the Administered Transmission System under the Network Capability Interconnection Standard.

**~~Network Resource Capability (“NR Capability”)~~**—The MW quantity associated with NR Interconnection Service, calculated as described in Section II.48 of the Tariff.

**~~Network Resource Interconnection Service (“NR Interconnection Service”)~~**—The Interconnection Service selected by the Interconnection Customer to interconnect its Generating Facility to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer’s NR Interconnection Service shall be solely for the megawatt amount of the NR Capability. NR Interconnection Service in and of itself does not convey transmission service.

**~~Network Upgrades~~**—Additions, modifications, and upgrades to the New England Transmission System required at or beyond the point at which the Small Generating Facility interconnects with the Administered Transmission System to accommodate the interconnection of the Small Generating Facility with the Administered Transmission System. Network Upgrades do not include Distribution Upgrades.

**~~Notice of Dispute~~**—A written notice of a dispute or claim that arises out of or in connection with the Standard Small Generator Interconnection Agreement or its performance.

**~~Operating Requirements~~**—Any operating and technical requirements that may be applicable due to System Operator or the Interconnecting Transmission Owner’s requirements, including those set forth in

~~the Small Generator Interconnection Agreement, ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.~~

~~**Party**—The System Operator, Interconnecting Transmission Owner, Interconnection Customer or any combination of the above.~~

~~**Point of Interconnection**—The point where the Interconnection Facilities connect with the Administered Transmission System.~~

~~**Queue Position**—The order of a valid request in the New England Control Area, relative to all other pending requests in the New England Control Area, that is established based upon the date and time of receipt of such request by the System Operator. Requests are comprised of interconnection requests for Generating Facilities, Elective Transmission Upgrades, requests for transmission service and notification of requests for interconnection to other electric systems, as notified by the other electric systems, that impact the Administered Transmission System. References to a “higher queued” Interconnection Request shall mean one that has been received by System Operator (and placed in queue order) earlier than another Interconnection Request, which is referred to as “lower queued.”~~

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

~~**Small Generating Facility**—A Generating Facility having a maximum gross capability at or above zero-degrees F of 20 MW or less.~~

~~**Stand Alone Network Upgrades**—Network Upgrades that an Interconnection Customer may construct without affecting day to day operations of the New England Transmission System during their construction. The System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, must agree as to what constitutes Stand Alone Network Upgrades and identify them in Attachment 2 to the Standard Small Generator Interconnection Agreement.~~

**Study Case** shall have the meaning specified in Sections 3.3.2 and 3.4.3 of this SGIP.

**Study Process**—The procedure for evaluating an Interconnection Request that includes the section 3 scoping meeting, Interconnection Feasibility Study, Interconnection System Impact Study, and Interconnection Facilities Study.

**Tariff**—The System Operator's or Affected System's Tariff through which open access transmission service and Interconnection Service are offered, as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff.

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

**Upgrades**—The required additions and modifications to the Administered Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.



**Description and Costs of the Small Generating Facility,  
Interconnection Facilities, and Metering Equipment**

*Equipment, including the Small Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer or the Interconnecting Transmission Owner. The Interconnecting Transmission Owner will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.*

**I. DESCRIPTION OF MAJOR COMPONENTS**

**A. Small Generating Facility**

**(1) Description of Small Generating Facility.**

*[insert]*

**(2) The Small Generating Facility shall receive:**

\_\_\_\_ Network Resource Interconnection Service for the NR Capability at a level not to exceed *[insert gross and net at or above 50 degrees F]* MW for Summer, and *[insert gross and net at or above 0 degrees F]* MW for Winter.

\_\_\_\_ Capacity Network Resource Interconnection Service for: (a)(i) the NR Capability at a level not to exceed *[insert gross and net at or above 50 degrees F]* MW for Summer and *[insert gross and net at or above 0 degrees F]* MW for Winter; and (ii) the CNR Capability at *[insert net]* MW for Summer and *[insert net]* MW for Winter, which shall not exceed *[insert the maximum net MW electrical output of the Generating Facility at an ambient temperature at or above 90 degrees F for summer and at or above 20 degrees F for winter]*.

- (3) Detailed Description of Small Generating Facility and Generator Step-Up Transformer, if applicable:

<b>Generator Data</b>	
Number of Generators	
Manufacturer	
Model	
Designation of Generator(s)	
Excitation System Manufacturer	
Excitation System Model	
Voltage Regulator Manufacturer	
Voltage Regulator Model	
<b>Generator Ratings</b>	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 90 Degrees F	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 50 Degrees F	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 20 Degrees F	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above zero Degrees F	
Station Service Load For Each Unit	
Overexcited Reactive Power at Rated MVA and Rated Power Factor	
Underexcited Reactive Power at Rated MVA and Rated Power Factor	

Generator Short Circuit and Stability Data	
Generator MVA rating	
Generator AC Resistance	
Subtransient Reactance (saturated)	
Subtransient Reactance (unsaturated)	
Transient Reactance (saturated)	
Negative sequence reactance	
Transformer Data	
Number of units	
Self Cooled Rating	
Maximum Rating	
Winding Connection (LV/LV/HV)	
Fixed Taps	
Z1 primary to secondary at self cooled rating	
Z1 primary to tertiary at self cooled rating	
Z1 secondary to tertiary at self cooled rating	
Positive Sequence X/R ratio primary to secondary	
Z0 primary to secondary at self cooled rating	
Z0 primary to tertiary at self cooled rating	
Z0 secondary to tertiary at self cooled rating	
Zero Sequence X/R ratio primary to tertiary	

B. Interconnection Facilities

*[insert]*

C. Metering Equipment

*[insert]*

D. Other Components

*[insert]*

II. INTERCONNECTION EQUIPMENT OWNERSHIP, OPERATION AND MAINTENANCE

A. Point of Change of Ownership; Point of Interconnection

*[insert]*

B. Description of Responsibilities

*[insert]*

III. PRICING ESTIMATES

A. Interconnection Facilities

*[insert]*

B. Metering Equipment

*[insert]*

C. Operation and Maintenance

*[insert]*

**Attachment 3**

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

*[insert]*

### Milestones

- 1. Milestones and Other Requirements:** The description and entries listed in the following table establish the required Milestones in accordance with the provisions of the SGIP and this SGIA. The referenced section of the SGIP or article of the SGIA should be reviewed to understand the requirements of each milestone.

Item No.	Milestone Description	Responsible Party	Date	SGIP/SGIA Reference
1	Submit updated data “as purchased”	Interconnection Customer	No later than 180 Calendar Days prior to Initial Synchronization Date	
2	Submit supplemental and/or updated data “as built/as-tested”	Interconnection Customer	Prior to Commercial Operation Date	
3	Provide quarterly written progress reports	Interconnection Customer and Interconnecting Transmission Owner	15 Calendar Days after the end of each quarter beginning the quarter that includes the date for Milestone #3 below and ending when the entire Small Generating	

			Facility and all required Interconnection Facilities and Network Upgrades are in place	
4	Deliver to Transmission Owner “as built” drawings, information and documents regarding Interconnection Customer’s Interconnection Facility	Interconnection Customer	If requested, within 120 Calendar Days after Commercial Operation date	

**2. Milestones Applicable If Facilities Study Has Been Waived by Interconnection Customer:**

Item No.	Milestone Description	Responsible Party	Date	SGIP/SGIA Reference
1	Siting approval for the Generating Facility and Interconnection Facilities	Interconnection Customer	As agreed to by the Parties	SGIP § <u>7.5</u> <del>3.4.5(i)</del>
2	Engineering of Interconnection Facilities approved by Interconnecting Transmission Owner	Interconnection Customer	As agreed to by the Parties	SGIP § <u>7.5</u> <del>3.4.5(ii)</del>

3	Commit to the ordering of long lead time material for Interconnection Facilities and system upgrades	Interconnection Customer	As agreed to by the Parties	SGIP § <del>5.23.4.5(iii)</del>
4	In-Service Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	
5	Initial Synchronization Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	SGIP § <u>3.4.2, 4.4.4, 4.4.5, and 7.53.4.5(iv)</u>
6	Commercial Operation Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	SGIP § <u>3.4.2, 4.4.4, 4.4.5, and 7.53.4.5(v)</u>
<u>7</u>	<u>Provide evidence of 100% Site Control to System Operator</u>	<u>Interconnection Customer</u>	<u>Upon Execution of the LGIA</u>	<u>§ 11.3.1.1 of SGIP</u>
<u>8</u>	<u>Interconnection Customer with qualifying regulatory limitations must demonstrate 100% Site Control by or the LGIA may be terminated per</u>	<u>Interconnection Customer</u>	<u>180 days from the effective date of this LGIA</u>	



	<a href="#"><u>Article 17 (Default) of this LGIA and the Interconnection Customer may be subject to Withdrawal Penalties per Section 3.7.1.1 of the System Operator’s LGIP (Calculation of the Withdrawal Penalty).</u></a>			
--	---	--	--	--

- 3. Milestones Applicable Solely for CNR Interconnection Service.** In addition to the Milestones above, [for projects that achieve a Capacity Supply Obligation prior to September 4, 2024,](#) the following Milestones apply to Interconnection Customers requesting CNR Interconnection Service:

Item #	Milestone	Responsible Party	Date	SGIP/SGIA Reference
1	Submit necessary requests for participation in the Forward Capacity Auction associated with the Generating Facility’s requested Commercial Operation Date, in accordance with Section III.13 of the Tariff	Interconnection Customer		<a href="#"><u>§ 3.2.1.3 of SGIP 1.7.1.3(i)</u></a>
2	Participate in a CNR Group Study	Interconnection Customer; System Operator		<a href="#"><u>§ 3.2.1.3 of SGIP 1.7.1.3(ii)</u></a>
3	Qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff	Interconnection Customer		<a href="#"><u>§ 3.2.1.3 of SGIP 1.7.1.3(iii)</u></a>

4	Complete a re-study of the applicable Interconnection Study to determine the cost responsibility for facilities and upgrades necessary to accommodate the Interconnection Request based on the results of the Forward Capacity Auction, Reconfiguration Auction or bilateral transaction through which the Interconnection Customer received a Capacity Supply Obligation	System Operator		<u>§ 3.2.1.3 of SGIP</u> <del>1.7.1.3(iv)</del>
---	---	-----------------	--	--

**Additional Operating Requirements for the  
New England Transmission System and Affected Systems Needed to Support  
the Interconnection Customer's Needs**

*The Interconnecting Transmission Owner shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the New England Transmission System.*

**I. OPERATING REQUIREMENTS**

*[Insert]*

**Interconnecting Transmission Owner's  
Description of its Upgrades  
and Best Estimate of Upgrade Costs**

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

I. DESCRIPTION OF UPGRADES

A. Distribution Upgrades

[Insert]

B. Network Upgrades

[Insert]

(1) Stand Alone Network Upgrades

(2) Other Network Upgrades

C. Affected System and/or Internal Affected System Upgrades

[Insert]

D. Contingent Facilities: [insert list of Contingent Facilities] Contingency Upgrades

~~(1) Long Lead Facility Related Upgrades. The Interconnection Customer's Small-Generating Facility is associated with a Long Lead Facility, in accordance with Section 3.2.3 of the LGIP. Pursuant to Section 4.1 of the LGIP, the Interconnection Customer shall be responsible for the following upgrades in the event that the Long Lead Facility~~

~~achieves Commercial Operation and obtains a Capacity Supply Obligation in accordance with Section III.13.1 of the Tariff:~~

~~*[insert list of upgrades]*~~

~~If the Interconnection Customer fails to cause these upgrades to be in service prior to the commencement of the Long-Lead Facility's Capacity Commitment Period, the Interconnection Customer shall be deemed to be in Breach of this SGIA in accordance with Article 7, and the System Operator will initiate all necessary steps to terminate this SGIA, in accordance with Article 3.—~~

(12) Other Contingency Upgrades. [*e.g.*, list of upgrades associated with higher queued Interconnection Requests with SGIAs prior to this SGIA and any other contingency upgrades that the Parties may deem necessary for the interconnection of the Small Generating Facility.]

E. Post-Forward Capacity Auction Re-study Upgrade Obligations.

*[Insert any changes in upgrade obligations that result from re-study conducted post receiving a Capacity Supply Obligation in accordance with the Tariff.]*

**Commercial Operation Date**

This Attachment 7 is a part of the SGIA between System Operator, Interconnecting Transmission Owner and Interconnection Customer.

[Date]

[Interconnecting Transmission Owner; Address]

Generator Interconnections  
Transmission Planning Department  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841

Re: \_\_\_\_\_ Small Generating Facility

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

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

Thank you.

[Signature]

[Interconnection Customer Representative]

## **SCHEDULE 25**

### **ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION PROCEDURES**

## **TABLE OF CONTENTS**

SECTION 1.	DEFINITIONS
SECTION 2.	SCOPE, APPLICATION AND TIME REQUIREMENTS
2.1	Application of Elective Transmission Upgrade Interconnection Procedures
2.2	Comparability
2.3	Base Case Data
2.4	No Applicability to Transmission Service
2.5	Treatment of Elective Transmission Upgrades for Transmission, Operations, and Scheduling Purposes
2.6	Time Requirements
SECTION 3.	INTERCONNECTION REQUESTS
3.1	General
3.2	Type of Interconnection Services and Long Lead Time Facility Treatment
3.3	Valid Interconnection Request
3.4	OASIS Posting
3.5	Coordination with Affected Systems
3.6	Withdrawal
SECTION 4.	QUEUE POSITION
4.1	General
4.2	Reserved
4.3	Transferability of Queue Position
4.4	Modifications
SECTION 5.	PROCEDURES FOR TRANSITION
5.1	Queue Position for Pending Requests
5.2	Reserved
5.3	New System Operator or Interconnecting Transmission Owner
SECTION 6.	INTERCONNECTION FEASIBILITY STUDY
6.1	Interconnection Feasibility Study Agreement
6.2	Scope of Interconnection Feasibility Study
6.3	Interconnection Feasibility Study Procedures
6.4	Re-Study
SECTION 7.	INTERCONNECTION SYSTEM IMPACT STUDY



7.1	Interconnection System Impact Study Agreement
7.2	Execution of Interconnection System Impact Study Agreement
7.3	Scope of Interconnection System Impact Study
7.4	Interconnection System Impact Study Procedures
7.5	Meeting with Parties
7.6	Re-Study
7.7	Operational Readiness
SECTION 8.	INTERCONNECTION FACILITIES STUDY
8.1	Interconnection Facilities Study Agreement
8.2	Scope of Interconnection Facilities Study
8.3	Interconnection Facilities Study Procedures
8.4	Meeting with Parties
8.5	Re-Study
SECTION 9.	ENGINEERING & PROCUREMENT (“E&P”) AGREEMENT
SECTION 10.	OPTIONAL INTERCONNECTION STUDY
10.1	Optional Interconnection Study Agreement
10.2	Scope of Optional Interconnection Study
10.3	Optional Interconnection Study Procedures
10.4	Meeting with Parties
10.5	Interconnection Agreement Developed Based on Optional Interconnection Study
SECTION 11.	ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION AGREEMENT (ETU IA)
11.1	Tender
11.2	Negotiation
11.3	Evidence to be Provided by Interconnection Customer; Execution and Filing of ETU IA
11.4	Commencement of Interconnection Activities
11.5	Other Regulatory Arrangements
SECTION 12.	CONSTRUCTION OF INTERCONNECTING TRANSMISSION OWNER INTERCONNECTION FACILITIES AND NETWORK UPGRADES
12.1	Schedule
12.2	Construction Sequencing
SECTION 13.	MISCELLANEOUS
13.1	Confidentiality

- 13.2 Delegation of Responsibility
- 13.3 Obligation for Study Costs
- 13.4 Third Parties Conducting Studies
- 13.5 Disputes
- 13.6 Local Furnishing Bonds

## **APPENDICES TO ETU INTERCONNECTION PROCEDURES**

APPENDIX 1 INTERCONNECTION REQUEST FOR ELECTIVE TRANSMISSION UPGRADE

APPENDIX 2 CLUSTER STUDY AGREEMENT

APPENDIX 3 INTERCONNECTION FACILITIES STUDY AGREEMENT

APPENDIX 4 OPTIONAL INTERCONNECTION STUDY AGREEMENT

APPENDIX 5 TRANSITIONAL CLUSTER STUDY AGREEMENT

APPENDIX 6 TRANSITIONAL SERIAL INTERCONNECTION FACILITIES STUDY  
AGREEMENT

APPENDIX 7 TWO-PARTY AFFECTED SYSTEM STUDY AGREEMENT

APPENDIX 8 MULTIPARTY AFFECTED SYSTEM STUDY AGREEMENT

APPENDIX 9 TWO-PARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT

APPENDIX 10 MULTIPARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT

APPENDIX 11 ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION AGREEMENT

~~APPENDIX 1 INTERCONNECTION REQUEST~~

~~APPENDIX 2 INTERCONNECTION FEASIBILITY STUDY AGREEMENT~~

~~APPENDIX 3 INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT~~

~~APPENDIX 4 INTERCONNECTION FACILITIES STUDY AGREEMENT~~

~~APPENDIX 5 OPTIONAL INTERCONNECTION STUDY AGREEMENT~~

~~APPENDIX 6 ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION AGREEMENT~~

## SECTION I. DEFINITIONS.

The definitions contained in this section are intended to apply in the context of the Elective Transmission Upgrade interconnection process provided for in this Schedule 25 (and its appendices). To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for purposes of Elective Transmission Upgrade interconnections under this Schedule 25. Capitalized terms in Schedule 25 that are not defined in this Section I shall have the meanings specified in Section I.2.2 of the Tariff.

**Administered Transmission System** shall mean the PTF and the Non-PTF.

**Adverse System Impact** shall mean any significant negative effects on the stability, reliability or operating characteristics of the electric system.

**Affected Party** shall mean the entity that owns, operates or controls an Affected System, or any other entity operating outside of the New England Control Area that otherwise may be a necessary party to the interconnection process.

**Affected System** shall mean any electric system that is outside the New England Control Area that may be affected by the proposed interconnection.

**Affected System Facilities Construction Agreement** shall mean the agreement contained in Appendix 944 to this ETU IP that is made between Interconnecting Transmission Owner and Affected System Interconnection Customer to facilitate the construction of and to set forth cost responsibility for necessary Affected System Network Upgrades on the New England Transmission System.

**Affected System Interconnection Customer** shall mean any entity that submits an interconnection request for a generating facility to a transmission system outside of the New England Control Area that may cause the need for Affected System Network Upgrades on the New England Transmission System.

**Affected System Network Upgrades** shall mean the additions, modifications, and upgrades to the New England Transmission System required to accommodate Affected System Interconnection Customer's proposed interconnection to a transmission system other than the New England-Transmission System.

**Affected System Operator** shall mean the entity that operates an Affected System.

**Affected System Queue Position** shall mean the queue position of an Affected System Interconnection Customer in System Operator's interconnection queue relative to System Operator's Interconnection Customers' Queue Positions.

**Affected System Study** shall mean the evaluation of Affected System Interconnection Customers' proposed interconnection(s) to a transmission system outside of the New England Control Area that have an impact on the New England-Transmission System, as described in Section 9 of this ETU IP.

**Affected System Study Agreement** shall mean the agreement contained in Appendix 79 to this ETU IP that is made between System Operator and Affected System Interconnection Customer to conduct an Affected System Study pursuant to Section 9 of this ETU IP.

**Affected System Study Report** shall mean the report issued following completion of an Affected System Study pursuant to Section 9.7 of this ETU IP.

~~**Affected Party** shall mean the entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the interconnection process.~~

**Affiliate** shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

**Applicable Laws and Regulations** shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Applicable Reliability Council** shall mean the reliability council applicable to the New England Control Area.

**Applicable Reliability Standards** shall mean the requirements and guidelines of NERC, the NPCC and the New England Control Area, including publicly available local reliability requirements of Interconnecting Transmission Owners or other Affected Parties or Internal Affected Parties.

**Base Case** shall have the meaning specified in Section 2.3.

**Base Case Data** shall mean the Base Case power flow, short circuit, and stability databases used for the Interconnection Studies by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements.

**Breach** shall mean the failure of a Party to perform or observe any material term or condition of the Elective Transmission Upgrade Interconnection Agreement.

**Breaching Party** shall mean a Party that is in Breach of the Elective Transmission Upgrade Interconnection Agreement.

**Calendar Day** shall mean any day including Saturday, Sunday or a Federal Holiday.

**Capacity Capability Interconnection Standard (“CC Interconnection Standard”)** shall mean the criteria required to permit ~~the Interconnection Customer~~ Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service, and in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resource or Elective Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

**Capacity Network Import Capability (“CNI Capability”)** shall mean the MW quantity associated with CNI Interconnection Service, calculated as described in Section II.48 of the Tariff.

**Capacity Network Import Interconnection Service (“CNI Interconnection Service”)** shall mean, for an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, the Interconnection Service selected by ~~the Interconnection Customer~~Interconnection Customer to interconnect its Elective Transmission Upgrade with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard. An Interconnection Customer’s Capacity Network Import Interconnection Service shall be for the megawatt of Capacity Network Import Capability. Capacity Network Import Interconnection Service does not in and of itself convey transmission service.

**Capacity Network Resource Group Study (“CNR Group Study”)** shall mean the study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.

**Cluster** shall mean a group of one or more Interconnection Requests that are studied together for the purpose of conducting a Cluster Study, Cluster Interconnection System Impact Study, and Cluster Interconnection Facilities Study.

**Cluster Enabling Transmission Upgrade (“CETU”)** shall mean new significant transmission line infrastructure that consists of AC transmission lines and related terminal equipment having a nominal voltage rating at or above 115 kV or HVDC transmission lines and HVDC terminal equipment that is identified through the Clustering Enabling Transmission Upgrade Regional Planning Study conducted in accordance with Attachment K, Section 2 of the Tariff~~conducted to accommodate the Interconnection Requests for which the conditions identified in Section 4.2.1 have been triggered~~. The CETU shall be considered part of an ETU Interconnection Related Upgrade and be categorized as Interconnection Facilities or Network Upgrades.

**Cluster Enabling Transmission Upgrade Regional Planning Study (“CRPS”)** shall mean a study conducted by the System Operator under Attachment K, Section II of the Tariff to identify the Cluster Enabling Transmission Upgrade and associated system upgrades to enable the interconnection of Interconnection Requests for which the conditions identified in Section 4.2.1 have been triggered.

**Cluster Interconnection Facilities Study (“CFAC”)** shall mean an Interconnection Facilities Study performed using Clustering pursuant to Section 4.2.4.

**Cluster Interconnection System Impact Study (“CSIS”)** shall mean an Interconnection System Impact Study performed using Clustering pursuant to Section 4.2.3.

**CETU Participation Deposit**~~**Cluster Participation Deposit**~~ shall mean ~~the a Commercial Readiness Deposit as described in initial and additional deposit due under~~ Sections ~~4.2.3.2.2 and 4.2.4.4.~~

~~**Cluster Entry Deadline** shall mean the deadline specified in Section 4.2.3.1.~~

**Cluster Request Window** shall mean the time period set forth in Section 3.4.1 of this ETU IP.

**Cluster Restudy** shall mean a restudy of a Cluster Study conducted pursuant to Section 7.5 of this ETU IP.

**Cluster Restudy Report Meeting** shall mean the meeting held to discuss the results of a Cluster Restudy pursuant to Section 7.5 of this ETU IP.

**Cluster Restudy Report** shall mean the report issued following completion of a Cluster Restudy pursuant to Section 7.5 of this ETU IP.

**Cluster Study** shall mean the evaluation of one or more Interconnection Requests within a Cluster as described in Section 7 of this ETU IP.

**Cluster Study Agreement** shall mean the agreement contained in Appendix 2 to this ETU IP for conducting the Cluster Study.

**Cluster Study Process** shall mean the following processes, conducted in sequence: the Cluster Request Window; the Customer Engagement Window and Scoping Meetings therein; the Cluster Study; any needed Cluster Restudies; and the Interconnection Facilities Study.



**Cluster Study Report** shall mean the report issued following completion of a Cluster Study pursuant to Section 7 of this ETU IP.

**Cluster Study Report Meeting** shall mean the meeting held to discuss the results of a Cluster Study pursuant to Section 7 of this ETU IP.

**Clustering** shall mean the process whereby ~~one or more a group of~~ Interconnection Requests ~~are is~~ studied together, instead of serially, as described in Sections 4.2.3, 4.2.4, and 7 of this ETU IP. ~~for the purpose of conducting the Interconnection System Impact Study and Interconnection Facilities Study and for the purpose of determining cost responsibility for upgrades identified through the Clustering provisions.~~

**Commercial Operation** shall mean the status of an Elective Transmission Upgrade that has commenced transmitting electricity, excluding performance during Trial Operation.

**Commercial Operation Date** shall mean the date on which the Elective Transmission Upgrade commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the Elective Transmission Upgrade Interconnection Agreement

**Commercial Readiness Deposit** shall mean a deposit paid as set forth in Sections 3.4.2, 4.4.2, 5.1.1.3, 7.5, and 8.1 of this ETU IP.

**Confidential Information** shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise. Confidential Information shall include, but not be limited to, information that is confidential pursuant to the ISO New England Information Policy.

**Customer Engagement Window** shall mean the time period set forth in Section 3.4.5 of this ETU IP.

**Default** shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Elective Transmission Upgrade Interconnection Agreement.

**Dispute Resolution** shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

**Distribution System** shall mean the Interconnecting Transmission Owner's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.

**Distribution Upgrades** shall mean the additions, modifications, and upgrades to the Interconnecting Transmission Owner's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Elective Transmission Upgrade. Distribution Upgrades do not include Interconnection Facilities.

**Effective Date** shall mean the date on which the Elective Transmission Upgrade Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission or if filed unexecuted, upon the date specified by the Commission.

**Elective Transmission Upgrade ("ETU")** shall mean a new Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnecting to the Administered Transmission System, or an upgrade to an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is part of or interconnected to the Administered Transmission System for which ~~the Interconnection Customer~~Interconnection Customer has agreed to pay all of the costs of said Elective Transmission Upgrade and of any additions or modifications to the Administered Transmission System that are required to accommodate the Elective Transmission Upgrade. An Elective Transmission Upgrade is not a Generator Interconnection Related Upgrade, a Regional Transmission Upgrade, or a Market Efficiency Transmission Upgrade.

**Elective Transmission Upgrade Interconnection Agreement ("ETU IA")** shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to an Elective Transmission Upgrade, that is included in this Schedule 25 to Section II of the Tariff.

**Elective Transmission Upgrade Interconnection Procedures (“ETU IP”)** shall mean the interconnection procedures applicable to an Interconnection Request pertaining to an Elective Transmission Upgrade that are included in this Schedule 25 to Section II of the Tariff.

**Emergency Condition** shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, Interconnecting Transmission Owner’s Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Elective Transmission Upgrade or Interconnection Customer’s Interconnection Facilities.

**Engineering & Procurement (“E&P”) Agreement** shall mean an agreement that authorizes ~~the Interconnection Customer~~ Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party or Internal Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

**Environmental Law** shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

**External Elective Transmission Upgrade (“External ETU”)** shall mean an Elective Transmission Upgrade that interconnects the New England Control Area with another Control Area.

**Federal Power Act** shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

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

**Generating Facility** is defined in Section I of Schedule 22 and Attachment 1 to Schedule 23 of Section II to the Tariff.

**Governmental Authority** shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affiliate thereof.

**Hazardous Substances** shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

**In-Service Date** shall mean the date upon which ~~the Interconnection Customer~~Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner’s Interconnection Facilities.

**Interconnecting Transmission Owner** shall mean Transmission Owner that owns, leases or otherwise possesses an interest in the portion of the Administered Transmission System at the Point of Interconnection and shall be a Party to the Elective Transmission Upgrade Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator, and may refer to one or more Transmission Owners in the case of an Internal Elective Transmission Upgrade.

**Interconnecting Transmission Owner’s Interconnection Facilities** shall mean all facilities and equipment owned, controlled, or operated by ~~the~~ Interconnecting Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Interconnecting Transmission Owner’s Interconnection Facilities are sole

use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Interconnection Customer** shall mean any entity, including a transmission owner or its Affiliates or subsidiaries, ~~that~~ interconnects or proposes to interconnect its Elective Transmission Upgrade with the Administered Transmission System under the Elective Transmission Upgrade Interconnection Procedures.

**Interconnection Customer's Interconnection Facilities** shall mean all facilities and equipment, as identified in Appendix A of the Elective Transmission Upgrade Interconnection Agreement, that are separate and distinct from the Elective Transmission Upgrade and are located between the Elective Transmission Upgrade and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Elective Transmission Upgrade to the Administered Transmission System. Interconnection Customer's Interconnection Facilities ~~are sole use facilities~~ may be sole use facilities or subject to shared use pursuant to arrangements filed with and approved by the Commission.

**Interconnection Facilities** shall mean the Interconnecting Transmission Owner's Interconnection Facilities and ~~the Interconnection Customer~~ Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Elective Transmission Upgrade and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Elective Transmission Upgrade to the Administered Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Interconnection Facilities Study** shall mean a study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for ~~the Interconnection Customer~~ Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Cluster Study, Cluster Restudy, or the Cluster Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Elective Transmission Upgrade with the Administered Transmission System. The scope of the study is defined in Section 8 of the Elective Transmission Upgrade Interconnection Procedures.

**Interconnection Facilities Study Agreement** shall mean the form of agreement contained in Appendix 34 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Interconnection Facilities Study.

**Interconnection Facilities Study Report** shall mean the report issued following completion of an Interconnection Facilities Study pursuant to Section 8 of this ETU IP.

~~**Interconnection Feasibility Study** shall mean a preliminary evaluation of the system impact and cost of interconnecting the Elective Transmission Upgrade to the Administered Transmission System, the scope of which is described in Section 6 of the Elective Transmission Upgrade Interconnection Procedures. The Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.~~

~~**Interconnection Feasibility Study Agreement** shall mean the form of agreement contained in Appendix 2 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Interconnection Feasibility Study.~~

**Interconnection Request** shall mean an Interconnection Customer's request, in the form of Appendix 1 to the ~~Elective Transmission Upgrade Interconnection Procedures~~ ETU IP, in accordance with the Tariff, to: (i) interconnect a new Elective Transmission Upgrade to the Administered Transmission System; (ii) make a Material Modification to an Elective Transmission Upgrade with an outstanding Interconnection Request; (iii) increase the capability of an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected to the Administered Transmission System; (iv) make a Material Modification to the design or operating characteristics of an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected with the Administered Transmission System; or (v) change from NI Interconnection

Service to CNI Interconnection Service for an Elective Transmission Upgrade that is eligible to request such services. Interconnection Request shall not include a request to interconnect to a transmission facility that is not part of the Administered Transmission System.

**Interconnection Service** shall mean the right to interconnect ~~the Interconnection Customer~~Interconnection Customer's Elective Transmission Upgrade to the Administered Transmission System at the Point of Interconnection pursuant to the terms of the Elective Transmission Upgrade Interconnection Agreement and, if applicable, the Tariff. For an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, Interconnection Service shall include Capacity Network Import Interconnection Service or Network Import Interconnection Service.

**Interconnection Study** shall mean any of the following studies: the ~~Interconnection Feasibility Study~~, the Cluster Interconnection System Impact Study, Cluster Interconnection Facilities Study, the Cluster Study, the Cluster Restudy, Interconnection System Impact Study, the Interconnection Facilities Study, the Affected System Study, Optional Interconnection Study, and Material Modification assessment ~~and the Optional Interconnection Study~~ described in the Elective Transmission Upgrade Interconnection Procedures. ~~Interconnection Study shall not include a CNR Group Study.~~

**Interconnection Study Agreement** shall mean any of the following agreements: the Affected System Study Agreement, the Cluster Study Agreement, Interconnection Feasibility Study Agreement, the Interconnection System Impact Study Agreement, the Interconnection Facilities Study Agreement, and the Optional Interconnection Study Agreement attached to Elective Transmission Upgrade Interconnection Procedures.

~~**Interconnection System Impact Study** shall mean an engineering study that evaluates the impact of the proposed interconnection of an Elective Transmission Upgrade on the safety and reliability of the Administered Transmission System and any other Affected System. The study shall identify and detail the system impacts that would result if the Elective Transmission Upgrade were interconnected without project modifications or system modifications, focusing on Adverse System Impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Elective Transmission Upgrade Interconnection Procedures. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study,~~

~~Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.~~

~~**Interconnection System Impact Study Agreement** shall mean the form of agreement contained in Appendix 3 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Interconnection System Impact Study.~~

**Internal Affected Party** shall mean the entity that owns, operates or controls an Internal Affected System, or any other entity operating within the New England Control Area that otherwise may be a necessary party to the interconnection process.

**Internal Affected System** shall mean any electric system that is within the New England Control Area, including, but not limited to, generator owned facilities that may be affected by the proposed interconnection.

**Internal Elective Transmission Upgrade (“Internal ETU”)** shall mean an Elective Transmission Upgrade that interconnects solely within the New England Control Area.

**IRS** shall mean the Internal Revenue Service.

**ETU IA Deposit** shall mean the deposit Interconnection Customer submits when returning the executed ETU IAETUIA, or within ten (10) Business Days of requesting that the ETU IAETU IA be filed unexecuted at the Commission, in accordance with Section 11.3 of this ETU IPETU IP.

~~**Long Lead Time Facility (“Long Lead Facility”)** shall mean a Generating Facility or an Elective Transmission Upgrade with an Interconnection Request for Capacity Network Resource Interconnection Service or Capacity Network Import Interconnection Service, respectively, that has, as applicable, elected or requested long lead time treatment and met the eligibility criteria and requirements specified in Schedule 22 or Schedule 25 of Section II of the Tariff, respectively,~~



**Loss** shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from another Party's performance, or non-performance of its obligations under the Elective Transmission Upgrade Interconnection Agreement on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnifying Party.

**Major Permits** shall be as defined in Section III.13.1.1.2.2(a) of the Tariff.

**Material Modification** shall mean: (i) except as expressly provided in Section 4.4.1, those modifications to the Interconnection Request, including any of the technical data provided by ~~the Interconnection Customer~~Interconnection Customer in Appendix 1, Attachment A to the Interconnection Request or to the interconnection configuration, requested by ~~the Interconnection Customer~~Interconnection Customer, that either require significant additional study of the same Interconnection Request and could substantially change the interconnection design, or have a material impact (*i.e.*, an evaluation of the proposed modification cannot be completed in less than ten (10) Business Days) on the cost or timing of any Interconnection Studies or upgrades associated with an Interconnection Request with an equal or later ~~Queue Position~~priority date; (ii) a change to the design or operating characteristics of an existing Pool Transmission Facility, Merchant Transmission Facility, or Other Transmission Facility that is interconnected with the Administered Transmission System that may have a significant adverse effect on the reliability or operating characteristics of the New England Transmission System; or (iii) a delay to the Commercial Operation Date, In-Service Date, or Trial Operation Date of greater than three (3) years where the reason for delay is unrelated to construction schedules or permitting which delay is beyond ~~the Interconnection Customer~~Interconnection Customer's control; ~~(iv) except as provided in Section 3.2.3.4, a withdrawal of a request for Long Lead Facility treatment; or (v) except as provided in Section 3.2.3.6, an election to participate in an earlier Forward Capacity Auction than originally anticipated.~~

**Metering Equipment** shall mean all metering equipment installed or to be installed pursuant to the Elective Transmission Upgrade Interconnection Agreement, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

**Multiparty Affected System Facilities Construction Agreement** shall mean the agreement contained in Appendix 12 to this ETU IP that is made among Interconnecting Transmission Owner and multiple Affected System Interconnection Customers to facilitate the construction of and to set forth cost responsibility for necessary Affected System Network Upgrades on the New England Transmission System.

**Multiparty Affected System Study Agreement** shall mean the agreement contained in Appendix 840 to this ETU IP that is made among Interconnecting Transmission Owner, System Operator and multiple Affected System Interconnection Customers to conduct an Affected System Study pursuant to Section 9 of this ETU IP.

**Network Capability Interconnection Standard (“NC Interconnection Standard”)** shall mean the minimum criteria required to permit ~~the Interconnection Customer~~Interconnection Customer to interconnect a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

**Network Import Capability (“NI Capability”)** shall mean the MW quantity associated with NI Interconnection Service, calculated as described in Section II.48 of the Tariff.

**Network Import Interconnection Service (“NI Interconnection Service”)** shall mean the Interconnection Service selected by ~~the Interconnection Customer~~Interconnection Customer to interconnect its Elective Transmission Upgrade to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer’s Network Import Interconnection Service shall be solely for the megawatt amount of the Network Import Capability. Network Import Interconnection Service in and of itself does not convey transmission service.

**Network Upgrades** shall mean the additions, modifications, and upgrades to the New England Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection of the Elective Transmission Upgrade to the Administered Transmission System.

**Notice of Dispute** shall mean a written notice of a dispute or claim that arises out of or in connection with the Elective Transmission Upgrade Interconnection Agreement or its performance.

**Optional Interconnection Study** shall mean a sensitivity analysis based on assumptions specified by ~~the Interconnection Customer~~Interconnection Customer in the Optional Interconnection Study Agreement.

**Optional Interconnection Study Agreement** shall mean the form of agreement contained in Appendix 45 of ~~this Elective Transmission Upgrade Interconnection Procedures~~ETU IP for conducting the Optional Interconnection Study.

**Party** shall mean the System Operator, Interconnection Customer and Interconnecting Transmission Owner or any combination of the above.

**Point of Change of Ownership** shall mean the point, as set forth in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, where the Elective Transmission Upgrade or ~~the Interconnection Customer~~Interconnection Customer's Interconnection Facilities connect to the Interconnecting Transmission Owner's Interconnection Facilities.

**Point of Interconnection** shall mean the point(s), as set forth in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, where the Interconnection Facilities connect to the Administered Transmission System.

**Proportional Impact Method** shall mean a technical analysis conducted by the System Operator in accordance with the criteria and parameters specified in the ISO New England Planning Procedures to determine the degree to which each Generating Facility and/or Elective Transmission Upgrade in the Cluster Study contributes to the need for a specific System Network Upgrade.

**Queue Position** shall mean the order of a valid request in the New England Control Area, relative to all other pending requests in the New England Control Area, that is established based upon the date and time of receipt of such request by the System Operator. Requests are comprised of interconnection requests for Generating Facilities, Elective Transmission Upgrades, and requests for transmission service, ~~and notification of requests for interconnection to other electric systems, as notified by the other electric systems, that impact the Administered Transmission System. References to a “higher-queued” Interconnection Request shall mean one that has been received by System Operator (and placed in queue order) earlier than another Interconnection Request, which is referred to as “lower-queued.”~~

**Reasonable Efforts** shall mean, with respect to an action required to be attempted or taken by a Party under the Elective Transmission Upgrade Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Scoping Meeting** shall mean the meeting between representatives of the System Operator, Interconnection Customer(s), Interconnecting Transmission Owner(s), or any Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, conducted for the purpose of discussing the proposed Interconnection Requests and any alternative interconnection options, ~~to exchange~~ information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, refining information and models provided by Interconnection Customer(s), discussing the Cluster Study materials posted to OASIS pursuant to Section 3.5 of this ETU IP, and analyzing such information ~~to analyze such information, and to determine the potential feasible Points of Interconnection.~~

**Site Control** shall mean the exclusive right to develop, construct, operate, and maintain the Elective Transmission Upgrade over the term of expected operation of the Elective Transmission Upgrade. Site Control of sufficient size to construct and operate may be demonstrated by documentation establishing- ~~documentation reasonably demonstrating:~~ (a) that ~~the Interconnection Customer~~ Interconnection Customer is the owner in fee simple of the real property or holds an easement for the Elective Transmission Upgrade’s terminal locations at the Point of Interconnection(s) within the New England Control Area; (b) that ~~the Interconnection Customer~~ Interconnection Customer holds a valid written leasehold or other contractual interest in the real property for the Elective Transmission Upgrade’s

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

**Stand Alone Network Upgrades** shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their construction. ~~The~~ System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by ~~the~~ System Operator in accordance with applicable codes of conduct and confidentiality requirements, must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Elective Transmission Upgrade Interconnection Agreement. If System Operator, Interconnecting Transmission Owner, and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, System Operator must provide ~~the Interconnection Customer~~Interconnection Customer a written technical explanation outlining why System Operator does not consider the Network Upgrade to be a Stand Alone Network Upgrade within fifteen (15) Business Days of its determination.

**Study Case** shall have the meaning specified in Sections 6.2 and and 7.5 of this ETU IP.

**Substation Network Upgrades** shall mean Network Upgrades comprising breakers, bus positions, and associated equipment that are required at the substation located at the Point of Interconnection.

**System Network Upgrades** shall mean Network Upgrades that are required beyond the substations located at the Point of Interconnection.

**System Protection Facilities** shall mean the equipment, including necessary signal protection communications equipment, required to protect (1) the New England Transmission System from faults or

other electrical disturbances occurring at the Elective Transmission Upgrade and (2) the Elective Transmission Upgrade from faults or other electrical system disturbances occurring on the New England Transmission System or on other delivery systems or other generating systems to which the New England Transmission System is directly connected.

**Transitional Capacity Network Resource Group Study (“Transitional CNR Group Study”)** shall mean the study performed by the System Operator under Section III.13.1.1.2.3A of the Tariff and Section 5.1.1.3 of this ETU IP.

**Transitional Cluster Study** shall mean an Interconnection Study evaluating a Cluster of Interconnection Requests during the transition to the Cluster Study Process, as set forth in Section 5.1.1.2 of this ETU IP.

**Transitional Cluster Study Agreement** shall mean the agreement contained in Appendix 57 to this LGIP that is made between System Operator and Interconnection Customer to conduct a Transitional Cluster Study pursuant to Section 5.1.1.2 of this ETU IP.

**Transitional Cluster Study Report** shall mean the report issued following completion of a Transitional Cluster Study pursuant to Section 5.1.1.2 of this ETU IP.

**Transitional Serial Interconnection Facilities Study** shall mean an Interconnection Facilities Study evaluating an Interconnection Request on a serial basis during the transition to the Cluster Study Process, as set forth in Section 5.1.1.1 of this ETU IP.

**Transitional Serial Interconnection Facilities Study Agreement** shall mean the agreement contained in Appendix 68 to this LGIP that is made between System Operator and Interconnection Customer to conduct a Transitional Serial Interconnection Facilities Study pursuant to Section 5.1.1.1 of this ETU IP.

**Transitional Serial Interconnection Facilities Study Report** shall mean the report issued following completion of a Transitional Interconnection Facilities Study pursuant to Section 5.1.1.1 of this ETU IP.

**Transitional Withdrawal Penalty** shall mean the penalty assessed by System Operator to Interconnection Customer that has entered the Transitional Cluster Study or Transitional Serial Interconnection Facilities Study and chooses to withdraw or is deemed withdrawn from System

Operator's interconnection queue or whose Generating Facility does not otherwise reach Commercial Operation. The calculation of the Transitional Withdrawal Penalty is set forth in Sections 5.1.1.1 and 5.1.1.2 of this ETU IP.

**Trial Operation** shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Elective Transmission Upgrade prior to Commercial Operation.

**Trial Operation Date** shall mean the date upon which the Elective Transmission Upgrade begins Trial Operation.

**Withdrawal Penalty** shall mean the penalty assessed by System Operator to an Interconnection Customer that chooses to withdraw or is deemed withdrawn from System Operator's interconnection queue or whose Generating Facility does not otherwise reach Commercial Operation. The calculation of the Withdrawal Penalty is set forth in Section 3.7.1 of this ETU IP.

## **SECTION 2. SCOPE, APPLICATION AND TIME REQUIREMENTS.**

### **2.1 Application of Elective Transmission Upgrade Interconnection Procedures.**

The ETU IP and ETU IA shall apply to Interconnection Requests pertaining to Elective Transmission Upgrades. Except as expressly provided in the ETU IP and ETU IA, nothing in the ETU IP or ETU IA shall be construed to limit the authority or obligations that ~~the~~ Interconnecting Transmission Owner or System Operator, as applicable, has with regard to ISO New England Operating Documents.

### **2.2. Comparability.**

~~The~~ System Operator shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this ETU IP. ~~The~~ System Operator and Interconnecting Transmission Owner ~~will use the same Reasonable Efforts in shall~~ processing and analyzing Interconnection Requests from all Interconnection Customers, regardless of whether the ETU is owned by ~~the~~ Interconnecting Transmission Owner, its subsidiaries or Affiliates, or others.

### **2.3 Base Case Data.**

System Operator, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by ~~the~~ System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall provide Base Case power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists upon request to ~~the Interconnection Customer~~ Interconnection Customer and any third party consultant retained by ~~the~~ Interconnection Customer. For the purpose of this provision, Base Case Data may include the electromagnetic transient network model that does not include proprietary electromagnetic transient equipment models. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy as well as any other applicable requirement under Applicable Laws and Regulations regulating disclosure or confidentiality of such information. System Operator is permitted to require that ~~the~~ Interconnection Customer or third party consultant sign a confidentiality agreement before the release of information governed by Section 13.1 or the ISO New England Information Policy, or the release of any other information that is commercially sensitive or Critical Energy Infrastructure Information. Such databases and lists, hereinafter referred to as Base Cases, shall include all generation and transmission projects that are proposed for the New England Transmission System and any Affected System or Internal Affected System and for which a transmission expansion plan has been submitted and approved by the applicable authority and which, in the sole judgment of ~~the~~ System Operator, may have an impact on the Interconnection Request. The Base Cases shall also include generation projects that are not participating in ~~the~~ System Operator's interconnection process, but are expected to achieve approval pursuant to Section I.3.9 of the Tariff within 90 days from the date of the creation of the Base Cases and for which steady state, short circuit, ~~and~~ stability and electromagnetic transient models for the generation projects and any associated system upgrades have been provided to ~~the~~ System Operator. ~~The~~ Interconnection Customer, where applicable, shall provide Base Case Data to ~~the~~ Interconnecting Transmission Owner and System Operator to facilitate required Interconnection Studies.

System Operator shall provide a link to the secured location on its website that contains the information required under this Section 2.3 on System Operator's OASIS site. System Operator is permitted to require that Interconnection Customers or their third party consultants, OASIS site users, and users of the secured location on System Operator's website sign a confidentiality agreement before the release of information governed by Section 13.1 or the ISO New England Information Policy, or the release of any other information that is commercially sensitive or Critical Energy Infrastructure Information.

## **2.4 No Applicability to Transmission Service.**



Nothing in this ETU IP shall constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

## **2.5 Treatment of Elective Transmission Upgrades for Transmission, Operations, and Scheduling Purposes.**

All ETUs must be categorized as PTF, Non-PTF, MTF or OTF. External ETUs will be treated for transmission, operations and scheduling purposes by the System Operator in a manner consistent with similarly situated PTF, Non-PTF, MTF or OTF under the Tariff. Internal ETUs will be operated and scheduled by the System Operator without recognition of physical transmission rights.

## **2.6 Time Requirements.**

Parties that must perform a specific obligation under a provision of the ETU IP or ETU IA within a specified time period shall use Reasonable Efforts to complete such obligation within the applicable time period. A Party may, in the exercise of reasonable discretion and within the time period set forth by the applicable procedure or agreement, request that the relevant Party consent to a mutually agreeable alternative time schedule, such consent not to be unreasonably withheld.

# **SECTION 3. INTERCONNECTION REQUESTS.**

## **3.1 General.**

To initiate an Interconnection Request, ~~an~~ Interconnection Customer must comply with all of the requirements set forth in Section 3.3.1. ~~The Interconnection Customer~~ Interconnection Customer shall submit a separate Interconnection Request(s) for each Elective Transmission Upgrade of a: (a) specific technology to be interconnected at a designated Point of Interconnection for a specific capability; or (b) specific objective to facilitate the operation of specific Generating Facility(ies), including achieving CNR Interconnection Service, to increase transfer capability between two specific endpoints, or another specific and clearly defined discrete objective that the ~~ISystem Operator~~, at its sole discretion, determines that it is appropriate to propose in a single Interconnection Request. ~~The Interconnection Customer~~ Interconnection Customer must comply with the requirements specified in Section 3.3.1 for each Interconnection Request even when more than one request is submitted.

Within three (3) Business Days after the close of the Cluster Request Window, System Operator shall submit a copy of all valid Interconnection Requests received to Interconnecting Transmission Owner(s).

Within three (3) Business Days after its receipt of a valid Interconnection Request, System Operator shall submit a copy of the Interconnection Request to Interconnecting Transmission Owner.

At Interconnection Customer's option, System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, will identify alternative Point(s) of Interconnection and configurations at ~~the a~~ Scoping Meeting within the Customer Engagement Window to evaluate in this process and attempt to eliminate alternatives in a reasonable fashion given resources and information available. Interconnection Customer will select the definitive Point(s) of Interconnection to be studied no later than the execution of the ~~Interconnection Feasibility Study Agreement, or the Interconnection System Impact Study Agreement Cluster Agreement if the Interconnection Customer elects not to pursue the Interconnection Feasibility Study.~~ For purposes of Clustering of Interconnection Requests, System Operator, in its sole discretion, may propose changes to the requested Point(s) of Interconnection to facilitate efficient interconnection of Interconnection Customers at common Point(s) of Interconnection. System Operator shall notify Interconnection Customers in writing of any intended changes to the requested Point(s) of Interconnection within the Customer Engagement Window, and the Point(s) of Interconnection shall only change upon mutual agreement of the involved parties.

Unless otherwise stated, all Commercial Readiness Deposits that must be submitted to the System Operator under this ETU IP must be (a) delivered to the System Operator's bank account by electronic transfer, (b) through the provision and maintenance of an irrevocable letter of credit in the form and from a financial institution acceptable to System Operator and included on the List of Commercial Readiness Deposit Eligible Letter of Credit Issuers, as described on the System Operator's public website, (c) a surety bond in a form and from an institution acceptable to System Operator and included on the List of Eligible Commercial Readiness Deposit Surety Bond Issuers, as described on the System Operator's public website or (d) ~~or~~ (e) a combination thereof. Each letter of credit or surety bond must specify the Interconnection Request to which it corresponds. Further, notwithstanding Section 5 of this ETU IP to the contrary, an Interconnection Customer may replace the acceptable forms of Commercial Readiness Deposits provided therein with a surety bond any time after such form is deemed acceptable by the

System Operator. All costs associated with obtaining a letter of credit or surety bond shall be borne by Interconnection Customer. In the event that System Operator identifies an administrative deficiency with a submitted letter of credit or surety bond, Interconnection Customer shall have ten (10)- five (5)(TBC- BY SYSTEM OPERATOR)-Business Days to cure the deficiency.

If the System Operator removes the financial institution from the list, Interconnection Customer shall have ten (10) Business Days from the date on which System Operator provides notice of such removal to replace the letter of credit or surety bond with a letter of credit or surety bond from a financial institution on the list. The System Operator may extend this cure period in its sole discretion. Failure to cure a deficiency within the periods prescribed in this Section 3.1 shall result in the withdrawal of the Interconnection Request pursuant to Section 3.7 of the LGIP without further opportunity to cure. System Operator shall only provide refunds and/or distribute funds held as part of a Commercial Readiness Deposit to the extent that there are sufficient funds available from the applicable form of financial security.

All other deposits that must be submitted to the System Operator under this ETU IP must be made in cash and delivered to System Operator's bank account by electronic transfer within the period specified in the respective provision.

A deposit will not be considered received until it is in System Operator's bank account or, in the case of a letter of credit, or surety bond, provided as a Commercial Readiness Deposit, the letter of credit, or surety bond, is provided to System Operator. Deposits that must be submitted to Interconnecting Transmission Owner shall be submitted in a form acceptable to Interconnecting Transmission Owner.~~All deposits that must be submitted to the System Operator under this ETU IP, must be delivered to the System Operator's bank account by electronic transfer within the period specified in the respective provision. A deposit will not be considered received until it is in the System Operator's bank account.~~

### **3.2 Type of Interconnection Services ~~and Long Lead Time Facility Treatment.~~**

Interconnection Service for all Elective Transmission Upgrades is the right to interconnect ~~the~~ Interconnection Customer's Elective Transmission Upgrade to the Administered Transmission System at the Point(s) of Interconnection pursuant to the terms of the Elective Transmission Upgrade Interconnection Agreement and, if applicable, the Tariff. For an External ETU that is a controllable

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

An External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility seeking to import capacity and/or energy into the New England Control Area must select either CNI Interconnection Service or NI Interconnection Service at the time the Interconnection Request is submitted, as described in Sections 3.2.1 and 3.2.2 below. An Interconnection Customer that meets the requirements to obtain CNI Interconnection Service shall obtain NI Interconnection Service up to the NI Capability upon completion of all requirements for NI Interconnection Service, including all necessary upgrades. Upon completion of all requirements for the CNI Interconnection Service, ~~the~~ Interconnection Customer shall also receive CNI Interconnection Service for CNI Capability. An Interconnection Customer that meets the requirements to obtain NI Interconnection Service shall receive NI Interconnection Service for ~~the~~ Interconnection Customer's NI Capability. ~~At the time the Interconnection Request is submitted, the Interconnection Customer may also request Long Lead Facility treatment in accordance with Section 3.2.3.~~

Interconnection Studies for Elective Transmission Upgrades shall assure that ~~the Interconnection Customer~~ Interconnection Customer's Elective Transmission Upgrade interconnects to the Administered Transmission System consistent with the objectives specified in the ETU Interconnection Request and in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Elective Transmission Upgrade.

### **3.2.1 Capacity Network Import Interconnection Service.**

#### **3.2.1.1 The Product.**

~~The~~ System Operator must conduct the necessary studies in conjunction with ~~the~~ Interconnecting Transmission Owner, and ~~with~~ other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and ~~the~~ Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect the External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility under the CC Interconnection Standard. CNI Interconnection Service allows ~~the~~ Interconnection Customer's External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility to enable the participation of an Import Capacity Resource in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the CNI Capability or as otherwise provided in the Tariff.

### **3.2.1.2 The Studies.**

All Interconnection Studies for CNI Interconnection Service shall assure that ~~the~~ Interconnection Customer's External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the facility. For Interconnection Requests seeking to achieve CNI Capability by obtaining a Capacity Supply Obligation through an auction in the Forward Capacity Market prior to September 4, 2024, the CNR Group Study ~~The CNR Group Study for CNI Interconnection Service~~ shall assure that ~~the Interconnection Customer~~ Interconnection Customer's External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility can be interconnected in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resources and Elective Transmission Upgrades with CNI Interconnection Service, in accordance with the CC Interconnection Standard and as detailed in the ISO New England Planning Procedures. For all other Interconnection Requests, the intra-zonal deliverability analysis shall be performed as part of the Transitional Cluster Study or Cluster Study. ~~The~~ System Operator, in coordination with ~~the~~ Interconnecting Transmission Owner, may also study the New England Transmission System under non-peak load conditions. However, upon request by ~~the~~ Interconnection Customer, ~~the~~ System Operator, and as appropriate, ~~the~~ Interconnecting Transmission Owner must explain in writing to ~~the~~ Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

### **3.2.1.3 Milestones for Capacity Network Import Interconnection Service.**

In addition to the requirements set forth in this ETU IP, to achieve CNI Interconnection Service through an auction in the Forward Capacity Market prior to September 4, 2024, an Interconnection Customer with an Interconnection Request for CNI Interconnection Service or its counterparty (i.e., Import Capacity Resource), as applicable, ~~In addition to the requirements set forth in this ETU IP, an Interconnection Customer with an Interconnection Request for CNI Interconnection Service or its counterparty (i.e., Import Capacity Resource) as required,~~ shall complete the following milestones prior to receiving CNI Interconnection Service for the CNI Capability, such milestones to be specified in Appendix B of the ETU IA, as either completed or to be completed: (i) submit the necessary requests for participation in the Forward Capacity Auction associated with the Elective Transmission Upgrade's Commercial Operation Date (except as modified pursuant to Sections 3.2.3 or 4.4 of the ETU IP) in accordance with the provisions of Section III.13 of the Tariff; (ii) participate in a CNR Group Study for the Forward Capacity Auction associated with the requested Elective Transmission Upgrade's Commercial Operation Date; (iii) qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff; and (iv) complete a re-study of the applicable Interconnection Study and CNR Group Study after the Forward Capacity Auction, Reconfiguration Auction, or bilateral transaction through which ~~the~~ Interconnection Customer's counterparty received a Capacity Supply Obligation to determine the cost responsibility for facilities and upgrades necessary to accommodate the Interconnection Request. The re-study shall include those CNR Interconnection Service and CNI Interconnection Service Interconnection Requests with a higher Queue Position that cleared and shall exclude any upgrades that are no longer necessary as a result of existing capacity that will be retired as of the start of the Capacity Commitment Period for which the resource of ~~the~~ Interconnection Customer's counterparty received a Capacity Supply Obligation. With respect to (iv) above, if an Interconnection Study Agreement has been executed, the Interconnection Study associated with the Interconnection Study Agreement shall include the necessary analysis that would otherwise have been performed in a re-study. If the original Interconnection Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Study Agreement. If an ETU IA has been either executed or filed with the Commission in unexecuted form, then the last Interconnection Study completed for ~~the~~ Interconnection Customer under this ETU IP shall be subject to re-study. The Appendices to the ETU IA shall be amended (pursuant to Article 30 of the ETU IA) to reflect CNI Capability and the results of the re-study.

After September 4, 2024, an Interconnection Customer with an Interconnection Request for CNR Interconnection Service shall complete the requirements in this LGIP prior to receiving CNR Interconnection Service. Interconnection Customers with Interconnection Requests for CNI

Interconnection Service shall complete the intra-zonal deliverability assessment by electing to participate in the Transitional CNR Group Study, Transitional Cluster Study or submit a new Interconnection Request for CNI Interconnection Service during the applicable Cluster Entry Window to participate and complete a Cluster Study. Any Interconnection Customer with a valid Interconnection Request for CNR Interconnection Service that has a completed Interconnection System Impact Study on or before July 1, 2024, but that has not received a Capacity Supply Obligation through the eighteenth Forward Capacity Auction or an earlier auction may: 1) seek to complete the process for obtaining CNR Interconnection Service through the process described in Section III.13.1.1.2A of the Tariff or 2) seek to complete the process for obtaining CNR Interconnection Service through the Transitional Cluster Study. Notwithstanding any other provision of the Tariff, an Interconnection Customer may seek to participate in both the process described in Section III.13.1.1.2A of the Tariff and the Transitional Cluster Study simultaneously. If Interconnection Customer achieves CNR Interconnection Service through Section III.13.1.1.2A, it may withdraw from the Transitional Cluster Study without penalty and be refunded any remaining study deposits associated with the Transitional Cluster Study. If Interconnection Customer does not enter, or complete, the process described in either Section III.13.1.1.2A or the Transitional Cluster Study, the System Operator shall reduce ~~the Interconnection Customer~~ Interconnection Customer's Interconnection Request to NR Interconnection Service.

### **3.2.2 Network Import Interconnection Service.**

#### **3.2.2.1 The Product.**

~~The~~ System Operator must conduct the necessary studies in conjunction with ~~the~~ Interconnecting Transmission Owner, and ~~with~~ other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and ~~the~~ Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect a controllable Merchant Transmission Facility or Other Transmission Facility External ETU under the NC Interconnection Standard. Notwithstanding the above, the portion of a controllable Merchant Transmission Facility or Other Transmission Facility External ETU that has been interconnected under the NC Interconnection Standard cannot be used to support an Import Capacity Resource's participation in the Forward Capacity Market under Section III.13 of the Tariff, except pursuant to a new Interconnection Request for CNI Interconnection Service.

### 3.2.2.2 The Studies.

The Interconnection Studies for an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility shall assure that ~~the Interconnection Customer~~Interconnection Customer's External ETU satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the unit, in accordance with the NC Interconnection Standard and as detailed in the ISO New England Planning Procedures. The System Operator, in coordination with the Interconnecting Transmission Owner, may also study the New England Transmission System under non-peak load conditions. However, upon request by ~~the Interconnection Customer~~Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain in writing to ~~the Interconnection Customer~~Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

### 3.2.2.3 Milestones for Network Import Interconnection Service.

An Interconnection Customer with an Interconnection Request for NI Interconnection Service shall complete the requirements in this ETU IP prior to receiving NI Interconnection Service.

## ~~3.2.3 Long Lead Time Facility Treatment.~~

### ~~3.2.3.1 Treatment of Long Lead Facility.~~

~~Long Lead Facilities receive the treatment described herein in connection with the associated request of the Interconnection Customer for CNR Interconnection Service for its Large Generating Facility Elective Transmission Upgrade or CNR Interconnection Service for its External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility. Long Lead Facility treatment provides for the Interconnection Customer's Generating Facility or controllable Merchant Transmission Facility or Other Transmission Facility External ETU, after the completion of the Interconnection System Impact Study, to be modeled in the Base Cases for the next CNR Group Study to determine whether the Long Lead Facility would have qualified or enabled the qualification of an Import Capacity Resource to participate in the Forward Capacity Auction associated with that CNR Group Study, in accordance with~~



~~Section III.13.1.2 of the Tariff, but for the Long Lead Facility's development cycle (which shall include development of required transmission upgrades). If the Long Lead Facility is deemed to qualify or have enabled an associated Import Capacity Resource to qualify, the Long Lead Facility shall be included in the re-study pursuant to Section 3.2.1.3(iv) in order to determine the facilities and upgrades that would be necessary in order to accommodate the Interconnection Request of the Long Lead Facility, and for which costs the Interconnection Customer must be responsible. In order to maintain Long Lead Facility status, the Interconnection Customer must commit to the completion of these facilities and upgrades in time to allow the Long Lead Facility to achieve its Commercial Operation Date by the start of the associated Capacity Commitment Period. In addition, the Long Lead Facility will be treated as a New Generating Capacity Resource in the case of a Generating Facility or as if an Import Capacity Resource associated with the Long Lead Facility cleared in the case of an External ETU for the sole purpose of inclusion of the Long Lead Facility in the CNR Group Studies for the Forward Capacity Auctions that precede the Forward Capacity Auction for the Capacity Commitment Period by which the Long Lead Facility is expected to have achieved Commercial Operation. If an earlier-queued Generating Facility seeking CNR Interconnection Service or an Import Capacity Resource associated with an Elective Transmission Upgrade that is seeking CNI Interconnection Service obtains a Capacity Supply Obligation in a Forward Capacity Auction prior to or simultaneous with the Forward Capacity Auction in which the Long Lead Facility or its contractual counterparty in the case of an Elective Transmission Upgrade obtains a Capacity Supply Obligation, the Long Lead Facility will be re-studied in order to determine whether any additional facilities and upgrades to those identified prior to the CNR Group Study must be completed, at the Interconnection Customer's cost, prior to its Commercial Operation Date. A Long Lead Facility's cost responsibility for the facilities necessary to accommodate the Interconnection Request shall not be impacted by a Generating Facility or an External ETU with a Queue Position lower than the Long Lead Facility or its counterparty in the case of an External ETU that clears in a Forward Capacity Auction, in accordance with Section III.13.2 of the Tariff, prior to the clearance of the Long Lead Facility.~~

### **~~3.2.3.2 Request for Long Lead Facility Treatment.~~**

~~An Interconnection Customer requesting CNR Interconnection Service for its proposed Generating Facility or CNI Interconnection Service for its proposed controllable Merchant Transmission Facility or Other Transmission Facility External ETU, which the Interconnection Customer projects to have a development cycle that would not be completed until after the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction (after the election for the Long Lead Facility is made) may elect or request Long Lead Facility treatment in the following manner:—~~

~~(a) — An Interconnection Customer proposing a Generating Facility or a controllable Merchant Transmission Facility or Other Transmission Facility External ETU with a requested CNR Interconnection Service or CNI Interconnection Service of 100 MW or more may elect Long Lead Facility treatment at the time the Interconnection Request is submitted, together with the critical path schedule and deposits required in Section 3.2.3.3.~~

~~(b) — An Interconnection Customer proposing a Generating Facility or a controllable Merchant Transmission Facility or Other Transmission Facility External ETU with a requested CNR Interconnection Service or CNI Interconnection Service under 100 MW at may request Long Lead Facility treatment by submitting a written request to the System Operator for its review and approval, explaining why the Generating Facility or the controllable Merchant Transmission Facility or Other Transmission Facility External ETU cannot achieve Commercial Operation by the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction (after the election for Long Lead Facility treatment is made), together with the critical path schedule and deposits required in Section 3.2.3.3. In reviewing the request, the System Operator shall evaluate the feasibility of the Generating Facility or the controllable Merchant Transmission Facility or Other Transmission Facility External ETU achieving Commercial Operation to meet an earlier Capacity Commitment Period based on the information provided in the request and the critical path schedule submitted pursuant to Section 3.2.3.3, in a manner similar to that performed under Section III.13.3.2 of the Tariff. Within forty five (45) Business Days after its receipt of the request for Long Lead Facility treatment, the System Operator shall notify the Interconnection Customer in writing whether the request has been granted or denied. If the System Operator determines that the Generating Facility or the controllable Merchant Transmission Facility or Other Transmission Facility External ETU can achieve a Commercial Operation Date prior to the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction, the Interconnection Customer's request shall be denied. The dispute resolution provisions of the LGIP ETU IP~~ETUIPETUIPETUI~~ in the case of a Generating Facility or the ETU IP for an External ETU are not available for disputes or claims associated with the ISO's determination to deny an Interconnection Customer's request for Long Lead Facility treatment.~~

~~(c) — An Interconnection Customer that did not request Long Lead Facility treatment at the time the Interconnection Request was submitted, may thereafter submit a request for treatment as a Long Lead Facility, together with the critical path schedule and deposits required in Section 3.2.3.3 and, if~~

~~applicable, a request for an extension of the Commercial Operation Date specified in the Interconnection Request in accordance with Sections 4.4.4 and 4.4.5. A request for Long Lead Facility treatment that is submitted after the initial Interconnection Request will not be eligible to participate in any Forward Capacity Auction prior to the Forward Capacity Auction associated with the extended Commercial Operation Date. The Long Lead Facility will be modeled in the Base Cases for the CNR Study Group associated with the near term Forward Capacity Auction unless that CNR Study Group is underway, in which case the Long Lead Facility will be modeled in the next CNR Study Group.~~

### ~~3.2.3.3 Critical Path Schedule and Deposits for Long Lead Facility Treatment.~~

~~At the time an Interconnection Customer submits an election or request for Long Lead Facility treatment, the Interconnection Customer must submit, together with the request:—~~

~~(1) Critical Path Schedule.~~ A critical path schedule, in writing, for the Long Lead Facility (with a development cycle that would not be completed until after the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction (after the election for the Long Lead Facility is made) that meets the requirements set forth in Section III.13.1.1.2.2.2 of the Tariff. The Interconnection Customer must submit annually, in writing, an updated critical path schedule to the System Operator by the closing deadline of each New Capacity Show of Interest Submission Window that precedes the Forward Capacity Auction associated with the Capacity Commitment Period by which the Long Lead Facility is expected to have achieved Commercial Operation, prior to the inclusion of the Long Lead Facility in the Base Case for the CNR Group Study associated with the corresponding New Capacity Show of Interest Submission Window. With its annual update, for each critical path schedule milestone achieved since the submission of the previous critical path schedule update, the Interconnection Customer must include in the critical path update documentation demonstrating that the milestone has been achieved by the date indicated and as otherwise described in the critical path schedule.

### ~~(2) Long Lead Facility Deposits.~~

~~(a) Deposits.~~ In addition to the deposits required elsewhere in the LGIPETU IPETUIPETUIPETUIP in the case of a Generating Facility or the ETUP-IP for External ETU, at the time of its request for Long Lead Facility treatment, in accordance with Section 3.2.3.3, and by each deadline for which a New Generating Capacity Resource is required to provide financial assurance under Section III.13.1.9.1 of the Tariff, the Interconnection Customer must provide a separate deposit in the amount of 0.25\* (Forward

~~Capacity Auction Starting Price (\$/kW-mo)/2)\*requested CNR Capability or CNI Capability. For each calculation of the deposit, the System Operator shall use the Forward Capacity Auction Starting Price in effect for the upcoming Forward Capacity Auction at the time of that calculation, pursuant to Section III.13.2.4 of the Tariff, or the Forward Capacity Auction Starting Price for the previous Forward Capacity Auction in the case where the Forward Capacity Auction Starting Price in effect for the upcoming Forward Capacity Auction has not yet been calculated. The total amount of deposits shall not exceed the Non-Commercial Capacity Financial Assurance Amount that the Long Lead Facility would be required to provide if the Long Lead Facility or its counterparty cleared in the upcoming Forward Capacity Auction, in accordance with Section III.13.1.9.1 of the Tariff. The Long Lead Facility deposits will be fully refunded (with interest to be calculated in accordance with Section 3.6) (i) if the Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.6, within thirty (30) Calendar Days of the Scoping Meeting or of the completion of the System Impact Study (including restudy of the System Impact Study), pursuant to Section 7, or (ii) once the Long Lead Facility or its counterparty clears in a Forward Capacity Auction.~~

~~**(b) Reductions.** Ten (10) percent of the Long Lead Facility deposits collected pursuant to Section 3.2.3.3(2)(a) shall be non-refundable if the Interconnection Customer withdraws its Interconnection Request (except as provided in Section 3.2.3.3(2)(a)) after the Long Lead Facility or its counterparty fails to qualify or qualifies and fails to clear in the Forward Capacity Auction that follows the first Forward Capacity Auction for which the Long Lead Facility or its counterparty could qualify based on the Commercial Operation Date specified in the initial critical path schedule for the Long Lead Facility. An additional five (5) percent of the Long Lead Facility deposits collected pursuant to Section 3.2.3.3(2)(a) shall be non-refundable if the Interconnection Customer withdraws its Interconnection Request (except as provided in Section 3.2.3.3(2)(a)) following each subsequent Forward Capacity Auction in which the Long Lead Facility or its counterparty fails to qualify or qualifies and fails to clear such Forward Capacity Auction, not to exceed the maximum period allowed under Sections 3.3.1, 4.4.4 and 4.4.5. The non-refundable portions of the deposits shall be credited to the revenue requirements under Schedule 1 of Section IV of the Tariff.—~~

#### ~~**3.2.3.4 Withdrawal and Refunds After Expenditures for Upgrades.—**~~

~~An Interconnection Customer that provides documentation in the critical path schedule update to be submitted in accordance with Section 3.2.3.3(1), showing expenditures of the required amounts for upgrades identified in the Interconnection Studies for the Long Lead Facility, may submit a withdrawal of~~

~~the Interconnection Request for the Long Lead Facility, in accordance with Section 3.6, at any time up to thirty (30) Calendar Days, after the Long Lead Facility's or its counterparty's failure to clear in any Forward Capacity Auction. In such instance, the Interconnection Customer shall receive a refund from the System Operator of the Long Lead Facility deposits (with interest to be calculated in accordance with Section 3.6) as adjusted pursuant to 3.2.3.3(2), if appropriate, and from the Interconnecting Transmission Owner a refund of the payments for the upgrades that exceed the costs incurred by the Interconnecting Transmission Owner. If the Interconnection Customer withdraws only its election or request for Long Lead Facility treatment, such withdrawal will be considered a Material Modification and the Long Lead Facility will lose its Queue Position unless its withdrawal occurs within one of the thirty (30) day periods described in Section 3.2.3.3(2) of the LGIP ETU IPETUIPETUIPETUI in the case of a Generating Facility or the ETU IP for an External ETU.~~

#### **~~3.2.3.5 Additional Requirements to Maintain Long Lead Facility Treatment.~~**

~~An Interconnection Customer with a Long Lead Facility must begin payment as required by the transmission expenditure schedule for the transmission upgrade costs that have been identified in the pertinent Interconnection Studies. The Interconnection Request for CNI Interconnection Service shall be deemed withdrawn under Section 3.6 if the Interconnection Customer fails to comply with the requirements for Long Lead Facility treatment, including the milestones specified in Section 3.2.1.4. In this circumstance, the conditions specified in an Interconnection Agreement for a Generating Facility seeking CNR Interconnection Service or External ETU seeking CNI Interconnection Service that had an Interconnection Request of a Queue Position lower than the Long Lead Facility, but cleared (in the case of the Elective Transmission Upgrade, the Import Capacity Resource) in a Forward Capacity Auction prior to the Long Lead Facility, shall be removed.~~

#### **~~3.2.3.6 Participation in Earlier Forward Capacity Auctions.~~**

~~An Interconnection Customer with a Long Lead Facility may, without loss of Queue Position, elect to participate in an earlier Forward Capacity Auction than originally anticipated, but only if the election to accelerate is made to the System Operator in writing within thirty (30) Calendar Days of the Scoping Meeting or within thirty (30) Calendar Days of the completion of the System Impact Study (but before the Long Lead Facility and the results of the associated System Impact Study are incorporated into the Base Cases). Otherwise, such an election shall be considered a Material Modification.~~

### **3.3 Valid Interconnection Request.**

### **3.3.1 Cluster Request Window.**

System Operator shall accept Interconnection Requests during a forty-five (45) Calendar Day period (the Cluster Request Window). The initial Cluster Request Window shall open for Interconnection Requests sixty (60) Calendar Days after conclusion of the 360-day transition process set forth in Section 5.1 of this ETU IP. All subsequent Cluster Request Windows shall open sixty (60) Calendar Days after the Cluster Study Results Meeting or Cluster Restudy Results Meeting (as appropriate). System Operator shall provide notice via posting on its public website at least thirty (30) Calendar Days, prior to each respective Cluster Request Window opening.

#### **3.3.1.1 Study Deposits.**

Interconnection Customer shall submit to System Operator, during a Cluster Request Window, an Interconnection Request in the form of Appendix 1 to this ETU IP, a potentially non-refundable initial deposit of \$50,000, and a refundable cluster study deposit of \$250,000. System Operator shall apply the initial deposit toward the costs incurred by the System Operator associated with the Interconnection Request, the cost of developing the study agreements and their attachments, and the cost of developing the ETUIA. The study deposit shall be applied toward the cost of the Cluster Study Process.

### **3.3.12 Initiating an Interconnection Request.**

An Interconnection Customer seeking to join a Cluster shall submit its Interconnection Request to System Operator within, and no later than the close of, the Cluster Request Window. Interconnection Requests submitted outside of the Cluster Request Window will not be considered. To initiate and establish a valid Interconnection Request, Interconnection Customer must submit all of the following to the System Operator in the manner specified in Appendix 1 Interconnection Request to this ETU IP: (i) an potentially non-refundable initial deposit of \$50,000, (ii) a completed application in the form of Appendix 1, (iii) all information and deposits required under Section 3.3.2, and (iv) demonstration of one-hundred percent (100%) Site Control for any HVDC terminals associated with the ETU.

~~Interconnection~~ Interconnection Customer shall also be required to provide a Commercial Readiness Deposit equal to two times the study deposit described in Section 3.1.1.1 of this ETU IP in the form of an irrevocable letter of credit, a surety bond, or cash. This Commercial Readiness Deposit is refunded to Interconnection Customer according to Section 3.7 of this ETU IP. Interconnection Customer shall also provide a Point of Interconnection, and; if applicable, whether the Interconnection Request shall be

studied for Network Import Interconnection Service or Capacity Network Import Interconnection Service, consistent with this ETU IP. Upon making this selection, an Interconnection Customer requesting CNI Interconnection Service may request that System Operator reduce the Interconnection Request from CNI Interconnection Service to NI Interconnection Service if the System Operator identifies thermal violations in the analysis associated with CNI Interconnection Service testing conditions that are not identified in the analysis associated with the NI Interconnection Service testing conditions for the Interconnection Request. System Operator will notify Interconnection Customer that its Interconnection Request has been reduced to NI Interconnection Service, and list the thermal violations identified in the analysis associated with CNI Interconnection Service testing conditions in the Cluster Study Report.~~or a posting of an additional deposit of \$10,000 in lieu of Site Control for all Interconnection Request except those requesting CNI Interconnection Service, in which case Site Control is required.~~

An Interconnection Customer that submits a deposit in lieu of Site Control due to demonstrated regulatory limitations must demonstrate that it is taking identifiable steps to secure the necessary regulatory approvals from the applicable federal, state, and/or tribal entities before execution of the Cluster Study Agreement. Such deposit will be held by System Operator until Interconnection Customer provides the required Site Control demonstration for its Elective Transmission Upgrade in the Cluster Study Process. Interconnection Customers facing qualifying regulatory limitations must demonstrate one-hundred percent (100%) Site Control within one-hundred eighty (180) Calendar Days of the effective date of the ETU IA.

Interconnection Customer shall promptly inform System Operator of any material change to Interconnection Customer's demonstration of Site Control under Section 3.4.2(iii) of this ETU IP. If System Operator determines, based on Interconnection Customer's information, that Interconnection Customer no longer satisfies the Site Control requirement, System Operator shall give Interconnection Customer ten (10) Business Days to demonstrate satisfaction with the applicable requirement subject to System Operator's approval. Absent such, System Operator shall deem the Interconnection Request withdrawn pursuant to Section 3.7 of this ETU IP without further opportunity to cure.

-Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for (i) a modification to ~~the Interconnection Customer~~Interconnection Customer's existing Pool Transmission Facility, Merchant Transmission Facility, or Other Transmission Facility and ~~the Interconnection Customer~~Interconnection Customer has certified in the Interconnection Request that it



has Site Control and that the modification proposed in the Interconnection Request does not require additional real property, or (ii) a modification to existing Pool Transmission Facility that is not owned by ~~the Interconnection Customer~~ Interconnection Customer.

The portions of the deposit of \$50,000 that have not been applied as provided in this Section 3.3.1 shall be refundable ~~if (i) the Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.6, within ten (10) Business Days of the Scoping Meeting, (ii) the Interconnection Customer that is eligible for inclusion in a CSIS withdraws the Interconnection Request, pursuant to Section 4.2.3.2.1, by the Cluster Entry Deadline, (iii) the Interconnection Customer that is eligible for inclusion in a CSIS requests, by the Cluster Entry Deadline, to be re-assigned a Queue Position at the bottom of the queue, pursuant to Section 4.2.3.2.1, in relative order with any other Interconnection Request also requesting to be re-queued pursuant to Section 4.2.3.2.1, in which case the unused balance of the deposit of \$50,000 (and any study related deposits, if any have been submitted) shall be applied toward the re-queued Interconnection Request's initial deposit of \$50,000 and any remaining balance will be refunded, or (iv) if~~ the Interconnection Customer executes an ETU IA. Otherwise, any unused balance of the deposit of \$50,000 shall be non-refundable and applied on a pro-rata basis to offset costs incurred by Interconnection Customers ~~with lower Queue Positions~~ that are subject to re-study, as determined by the System Operator in accordance with the provisions of this ETU IP, as a result of the withdrawal of an Interconnection Request with in the same Cluster a higher Queue Position.

~~The deposit of \$50,000 shall be applied toward the costs incurred by the System Operator associated with the Interconnection Request and Long Lead Facility treatment, as well as, the costs of the Interconnection Feasibility Study and/or the Interconnection System Impact Study, including the cost of developing the study agreements and their attachments, and the cost of developing the ETU IA. For Interconnection Requests that are identified for inclusion in a CRPS performed under Section 15 of Attachment K, Section II of the Tariff, the deposit of \$50,000 also shall be applied toward the costs incurred by the Interconnecting Transmission Owner in developing the cost estimates in support of the CRPS.—~~

~~If, in the case of a request that is not for CNI Interconnection Service, the Interconnection Customer demonstrates Site Control within the cure period specified in Section 3.3.3 after submitting its Interconnection Request, the additional deposit of \$10,000 shall be refundable; otherwise, that deposit shall be applied as provided in Section 3.1, including, toward the costs of any Interconnection Studies pursuant to the Interconnection Request, the cost of developing the study agreement(s) and associated~~



~~attachment(s), and the cost of developing the ETU IA. For Interconnection Requests that are identified for inclusion in a CRPS performed under Section 15 of Attachment K, Section II of the Tariff, the deposit also shall be applied toward the costs incurred by the Interconnecting Transmission Owner in developing the cost estimates in support of the CRPS. The portions of the deposit of \$10,000 that have not been applied as provided in this Section 3.3.1 also shall be refundable if (i) the Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.6, within ten (10) Business Days of the Scoping Meeting, (ii) the Interconnection Customer that is eligible for inclusion in a CSIS withdraws the Interconnection Request, pursuant to Section 4.2.3.2.1, by the Cluster Entry Deadline, (iii) the Interconnection Customer that is eligible for inclusion in a CSIS requests, by the Cluster Entry Deadline, to be re-assigned a Queue Position at the bottom of the queue, pursuant to Section 4.2.3.2.1, in which case the unused balance of the deposit shall be applied toward the re-queued Interconnection Request in lieu of Site Control for NR Interconnection Service, or (iv) if the Interconnection Customer executes an ETU IA.~~

The expected Trial Operation Date of the new Elective Transmission Upgrade, or the increase in capability of an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility interconnected to the Administered Transmission System, or of the implementation of a Material Modification to an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected to the Administered Transmission System shall not exceed seven (7) years from the date the Interconnection Request is received by the System Operator, unless ~~the Interconnection Customer~~Interconnection Customer demonstrates that such time required to actively engineer, permit and construct the new Elective Transmission Upgrade or increase in capability of the existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility interconnected to the Administered Transmission System or implement the Material Modification to an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected to the Administered Transmission System will take longer than the seven year period. Upon such demonstration, the Trial Operation Date may succeed the date the Interconnection Request is received by the System Operator by a period of greater than seven (7) years so long as ~~the Interconnection Customer~~Interconnection Customer, System Operator, and Interconnecting Transmission Owner agree; such agreement shall not be unreasonably withheld.

Within sixty (60) days of submitting an Interconnection Request to the System Operator, ~~the Interconnection Customer~~Interconnection Customer with a request for an External ETU, shall provide evidence that it has submitted a valid request with the other Control Area to which it seeks to

interconnect. Notwithstanding any other provision in this ETU IP, if such evidence is not provided within a period not to exceed sixty (60) days, the Interconnection Request will immediately be deemed withdrawn.

### **3.3.23 Acknowledgment of Interconnection Request.**

System Operator shall acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the request and attach a copy of the received Interconnection Request to the acknowledgement. ~~With the System Operator's acknowledgement of a valid Interconnection Request, the System Operator shall provide to the Interconnection Customer an Interconnection Feasibility Study Agreement in the form of Appendix 2 or an Interconnection System Impact Study Agreement in the form of Appendix 3.~~

### **3.3.34 Deficiencies in Interconnection Request.**

An Interconnection Request will not be considered to be a valid Interconnection Request until all items in Section 3.3.42 of this ETU IP have been received by the System Operator during the Cluster Request Window. If an Interconnection Request fails to meet the requirements set forth in Section 3.3.1, the System Operator shall notify ~~the Interconnection Customer~~ Interconnection Customer within five (5) Business Days of receipt of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide the System Operator the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice but no later than the close of the Cluster Request Window. ~~Failure by Interconnection Customer to comply with this Section 3.3.3 shall be treated in accordance with Section 3.6. In the event that Interconnection Customer fails to comply with this Section 3.4.4 of this LGIP, System Operator shall deem the Interconnection Request withdrawn (without the cure period provided under Section 3.7 of this LGIP), \$5,000 of the application fee is forfeited to System Operator, and any unspent portion of the application fee, and the study deposit, and Commercial Readiness Deposit shall be returned to Interconnection Customer.~~

### **3.3.5 Customer Engagement Window.**

Upon the close of each Cluster Request Window, System Operator shall open a sixty (60) Calendar Day period (Customer Engagement Window). During the Customer Engagement Window, System Operator

shall hold a Scoping Meeting with all Interconnecting Transmission Owners, Interconnection Customers whose valid Interconnection Requests were received in that Cluster Request Window, and any identified Affected Parties, or Internal Affected Parties as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements. Notwithstanding the preceding requirements and upon written consent of all Interconnection Customers within the Cluster, System Operator may shorten the Customer Engagement Window and begin the Cluster Study. Within ten (10) Business Days of the opening of the Customer Engagement Window, System Operator shall post on its OASIS a list of Interconnection Requests for that Cluster. The list shall identify, for each anonymized Interconnection Request: (1) the requested amount of Interconnection Service; (2) the location by county and state; (3) the station or transmission line or lines where the interconnection will be made; (4) the projected In-Service Date; (5) the type of Interconnection Service requested; and (6) the type of Generating Facility or Facilities to be constructed, including fuel types, such as coal, natural gas, solar, or wind. The System Operator must ensure that project information is anonymized and does not reveal the identity or commercial information of Interconnection Customers with submitted requests. During the Customer Engagement Window, System Operator shall provide to Interconnection Customer a non-binding, updated good faith estimate of the cost and timeframe for completing the Cluster Study and a Cluster Study Agreement to be executed prior to the close of the Customer Engagement Window.

At the end of the Customer Engagement Window, all Interconnection Requests deemed valid that have executed a Cluster Study Agreement in the form of Appendix 2 to this ETU IP shall be included in the Cluster Study. Any Interconnection Requests- for which Interconnection Customer has not executed a Cluster Study Agreement shall be deemed withdrawn (without the cure period provided under Section 3.7 of this ETU IP) by System Operator, the initial deposit shall be forfeited to the System Operator, and the System Operator shall return the study deposit and Commercial Readiness Deposit to Interconnection Customer. Immediately following the Customer Engagement Window, System Operator shall initiate the Cluster Study described in Section 7 of this ETU IP.

### **3.3.46 Cluster Study Scoping Meetings.**

During the Customer Engagement Window, System Operator shall hold a Scoping Meeting with all Interconnecting Transmission Owners, Interconnection Customers whose valid Interconnection Requests were received in that Cluster Request Window, and any identified Affected Parties, or Internal Affected Parties as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements.

The purpose of the Scoping Meeting shall be (i) to discuss alternative interconnection options, (ii) to exchange pertinent information including any transmission data and earlier study evaluations that would reasonably be expected to impact such interconnection options, (iii) to discuss Cluster Study materials posted to OASIS pursuant to Section 3.5 of this ETU IP, as applicable, (iv) to analyze such information, and (v) to discuss any other information necessary to facilitate the administration of the Interconnection Procedures.

~~Within ten (10) Business Days after receipt of a valid Interconnection Request, System Operator shall establish a date agreeable to Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, for a Scoping Meeting, and such date shall be no later than thirty (30) Calendar Days from receipt of the valid Interconnection Request, unless otherwise mutually agreed upon by the Parties.~~

~~The purpose of the Scoping Meeting shall be (i) to discuss the estimated timeline for completing all applicable Interconnection Studies, and alternative interconnection options, (ii) to exchange pertinent information including any transmission data that would reasonably be expected to impact such interconnection options, (iii) to analyze such information, (iv) to determine the potential feasible Points of Interconnection, and (v) to discuss any other information necessary to facilitate the administration of the Interconnection Procedures. If a PSCAD model is required, the Parties shall discuss this at the Scoping Meeting. If the Interconnection Customer provided the technical data called for in Appendix 1, Attachment A with the Interconnection Request, the Parties shall discuss the detailed project design at the Scoping Meeting.—~~

The Parties will bring to the meeting such technical data, including, but not limited to: (i) general facility loadings, (ii) general instability issues, (iii) information regarding general short circuit issues, (iv) general voltage issues, and (v) general reliability issues as may be reasonably required to accomplish the purpose of the meeting. The Parties will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection Customer shall designate its Point of Interconnection, ~~pursuant to Section 6.1, and one or more available alternative Point(s) of Interconnection.~~ The duration of the meeting shall be sufficient to accomplish its purpose.

If the Cluster Study Scoping Meeting consists of more than one Interconnection Customer, System Operator shall issue, no later than fifteen (15) Business Days after the commencement of the Customer Engagement Window, and Interconnection Customer shall execute a non-disclosure agreement in the form specified by System Operator prior to a group Cluster Study Scoping Meeting, which will provide for confidentiality of identifying information or commercially sensitive information pertaining to any other Interconnection Customers.

~~Unless the Interconnection Request has been identified to be included in a CRPS or eligible for inclusion in a CSIS, within five (5) Business Days following the Scoping Meeting Interconnection Customer shall notify the System Operator, in writing, (i) whether it wants the Interconnection Feasibility Study to be completed as a separate and distinct study or as part of the Interconnection System Impact Study; (ii) if requesting the Interconnection Feasibility Study be completed as a separate and distinct study, which of the alternative study scopes is being selected pursuant to Section 6.2; and (iii) the Point(s) of Interconnection and any reasonable alternative Point(s) of Interconnection for inclusion in the attachment to the Interconnection Feasibility Study Agreement, or the Interconnection System Impact Study Agreement if the Interconnection Customer elects not to pursue the Interconnection Feasibility Study.~~

### **3.4 OASIS Posting.**

The System Operator will maintain on its OASIS a list of all Interconnection Requests in its Control Area. The list will identify, for each Interconnection Request: (i) the maximum net summer and winter megawatt electrical output; (ii) the location by county and state of the Point of Interconnection; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected Trial Operation Date; (v) the status of the Interconnection Request, including Queue Position; (vi) the type of Interconnection Service being requested (i.e., CNI Interconnection Service or NI Interconnection Service); and (vii) the availability of any studies related to the Interconnection Request; (viii) the date of the Interconnection Request; (ix) the type of Elective Transmission Upgrade to be constructed (e.g., Internal ETU, External ETU, controllable, non-controllable); and (x) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. Except in the case of an Affiliate, the list will not disclose the identity of ~~the Interconnection Customer~~Interconnection Customer until ~~the Interconnection Customer~~Interconnection Customer executes an ETU IA or requests that the System Operator and Interconnecting Transmission Owner jointly file an unexecuted ETU IA with the Commission. Before participating in a Scoping Meeting with

an Interconnection Customer that is also an Affiliate, the Interconnecting Transmission Owner shall post on OASIS an advance notice of its intent to do so. The System Operator shall post to its OASIS site any deviations from the study timelines set forth herein. Interconnection Study reports and Optional Interconnection Study reports shall be posted to the System Operator's OASIS site subsequent to the meeting between the System Operator, Interconnecting Transmission Owner, and Interconnection Customer to discuss the applicable study results. The System Operator shall also post any known deviations in the Elective Transmission Upgrade's Trial Operation Date.

The requirements to post Interconnection Study Metrics and Cluster Study Processing Time contained in Sections 3.5.2 in Schedule 22 of the OATT shall apply to Interconnection Requests submitted under this Schedule 25.

### **3.5 Coordination with Internal Affected Systems.**

The System Operator will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Internal Affected Systems with Internal Affected Parties and, if possible, include those results (if available) in its applicable Interconnection Study within the time frame specified in this ETU IP. The System Operator will include such Internal Affected Parties in all meetings held with ~~the Interconnection Customer~~Interconnection Customer as required by this ETU IP. ~~The Interconnection Customer~~Interconnection Customer will cooperate with the System Operator and Interconnecting Transmission Owner in all matters related to the conduct of studies and the determination of modifications to Internal Affected Systems. ~~The Interconnection Customer~~Interconnection Customer shall be responsible for the costs associated with the studies or portions of studies associated with the Internal Affected Systems, including costs associated with the requirements of Section I.3.9 of the Tariff. Payment and refunds associated with the costs of such studies will be coordinated between ~~the Interconnection Customer~~Interconnection Customer and the Internal Affected Party(ies).

The System Operator shall seek the cooperation of all Internal Affected Parties in all matters related to the conduct of studies and the determination of modifications to Internal Affected Systems. Nothing in the foregoing is intended to authorize ~~the Interconnection Customer~~Interconnection Customer to receive interconnection, related facilities or other services on an Internal Affected System, and provision of such services must be handled through separate arrangements with Internal Affected Party(ies).

### **3.5A Coordination with Affected Systems Outside the New England Control Area.**

System Operator will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System Operators. Interconnection Customer will cooperate with System Operator and Affected System Operator in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

An Interconnecting Transmission Owner in the New England Control Area whose system may be impacted by a proposed interconnection on an Affected System shall cooperate with the System Operator and Affected System to whom a proposed interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Interconnecting Transmission Owner's portion of the New England Transmission System.

#### **3.5A.1 Initial Notification.**

System Operator must notify Affected System Operator of a potential Affected System impact caused by an Interconnection Request within ten (10) Business Days of the completion of the Cluster Study.

At the time of initial notification, System Operator must provide Interconnection Customer with a list of potential Affected Systems, along with relevant contact information.

#### **3.56A.2 Notification of Cluster Restudy.**

System Operator must notify Affected System Operator of a Cluster Restudy concurrently with its notification of such Cluster Restudy to Interconnection Customers.

#### **3.56A.3 Notification of Cluster Restudy Completion.**

Upon the completion of System Operator's Cluster Restudy, System Operator will notify Affected System Operator of a potential Affected System impact caused by an Interconnection Request within ten (10) Business Days of the completion of the Cluster Restudy, regardless of whether that potential Affected System impact was previously identified. At the time of the notification of the completion of the Cluster Restudy to the Affected System Operator, System Operator must provide Interconnection Customer with a list of potential Affected System Operators, along with relevant contact information.

=

### **3.6 Withdrawal.**



~~The Interconnection Customer~~Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to System Operator, which System Operator will transmit to Interconnecting Transmission Owner and any Affected Parties. In addition, if ~~the Interconnection Customer~~Interconnection Customer fails to adhere to all requirements of this ETU IP, except as provided in Section 13.5 (Disputes), the System Operator shall deem the Interconnection Request to be withdrawn and shall provide written notice to ~~the Interconnection Customer~~Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Except as otherwise provided elsewhere in this ETU IP, ~~the Interconnection Customer~~Interconnection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cure the deficiency or to notify the System Operator of its intent to pursue Dispute Resolution, and System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same.

Withdrawal shall result in the loss of ~~the Interconnection Customer~~Interconnection Customer's Queue Position. If an Interconnection Customer disputes the withdrawal and loss of its Queue Position, then during Dispute Resolution, the System Operator may eliminate ~~the Interconnection Customer~~Interconnection Customer's Interconnection Request from the queue until such time that the outcome of Dispute Resolution would restore its Queue Position. An Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to System Operator, Interconnecting Transmission Owner, and any Affected Parties all costs prudently incurred with respect to that Interconnection Request prior to System Operator's receipt of notice described above. ~~The Interconnection Customer~~Interconnection Customer must pay all monies due before it is allowed to obtain any Interconnection Study data or results.

If Interconnection Customer withdraws its Interconnection Request or is deemed withdrawn by System Operator under Section 3.6 of this ETU IP, System Operator shall (i) update the OASIS Queue Position posting; and (ii) impose the Withdrawal Penalty described in Section 3.6.1 of this ETU IP.~~The System Operator shall update the OASIS Queue Position posting.~~ Except as otherwise provided elsewhere in this ETU IP, the System Operator and the Interconnecting Transmission Owner shall ~~arrange to~~ refund to ~~the Interconnection Customer~~Interconnection Customer any portion of ~~the Interconnection Customer~~Interconnection Customer's deposit or study payments that exceeds the costs incurred, including interest calculated in accordance with section 35.19a(a)(2) of the Commission's regulations, or arrange to charge to ~~the Interconnection Customer~~Interconnection Customer any amount of such costs incurred that exceed ~~the Interconnection Customer~~Interconnection Customer's deposit or study payments, including



interest calculated in accordance with section 35.19a(a)(2) of the Commission's regulations. The System Operator and Interconnecting Transmission Owner shall refund any portion of the Commercial Readiness Deposit not applied to the Withdrawal Penalty and, if applicable, the deposit in lieu of Site Control. In the event of such withdrawal, System Operator, subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information, shall provide, at Interconnection Customer's request, all information developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

### **3.7.1 Withdrawal Penalty.**

Interconnection Customer shall be subject to a Withdrawal Penalty if it withdraws its Interconnection Request or is deemed withdrawn, or the Elective Transmission Upgrade does not otherwise reach Commercial Operation unless: (1) the withdrawal does not have a material impact on the cost or timing of any Interconnection Request in the same Cluster; (2) Interconnection Customer withdraws after receiving Interconnection Customer's most recent Cluster Restudy Report and the Network Upgrade costs assigned to the Interconnection Request identified in that report have increased by more than twenty-five percent (25%) compared to costs identified in Interconnection Customer's preceding Cluster Study Report or Cluster Restudy Report; or (3) Interconnection Customer withdraws after receiving Interconnection Customer's Interconnection Facilities Study Report and the Network Upgrade costs assigned to the Interconnection Request identified in that report have increased by more than one hundred percent (100%) compared to costs identified in the Cluster Study Report or Cluster Restudy Report.

#### **3.7.1.1 Calculation of the Withdrawal Penalty.**

If Interconnection Customer withdraws its Interconnection Request or is deemed withdrawn prior to the commencement of the initial Cluster Study, Interconnection Customer shall not be subject to a Withdrawal Penalty. If Interconnection Customer withdraws, is deemed withdrawn, or otherwise does not reach Commercial Operation at any point after the commencement of the initial Cluster Study, that Interconnection Customer's Withdrawal Penalty will be the greater of: (1) Interconnection Customer's study deposit required under Section 3.4.1.1 of this ETU IP; or (2) as follows in (a)–(d):

(a) If Interconnection Customer withdraws or is deemed withdrawn during the Cluster Study or after receipt of a Cluster Study Report, but prior to commencement of the Cluster Restudy or Interconnection Facilities Study if no Cluster Restudy is required, Interconnection Customer shall be charged two (2) times its actual allocated cost of all studies performed for Interconnection Customers in the Cluster up until that point in the Interconnection Study process.

(b) If Interconnection Customer withdraws or is deemed withdrawn during the Cluster Restudy or after receipt of any applicable restudy reports issued pursuant to Section 7.5 of this ETU IP, but prior to commencement of the Interconnection Facilities Study, Interconnection Customer shall be charged five percent (5%) its estimated Network Upgrade costs.

(c) If Interconnection Customer withdraws or is deemed withdrawn during the Interconnection Facilities Study, after receipt of the Interconnection Facilities Study Report issued pursuant to Section 8.3 of this ETU IP, or after receipt of the draft ETU IA but before Interconnection Customer has executed an ETU IA or has requested that its ETU IA be filed unexecuted, and has satisfied the other requirements described in Section 11.3 of this ETU IP (i.e., Site Control demonstration, ETU IA Deposit, reasonable evidence of one or more milestones in the development of the Generating Facility), Interconnection Customer shall be charged ten percent (10%) its estimated Network Upgrade costs.

(d) If Interconnection Customer has executed an ETU IA or has requested that its ETU IA be filed unexecuted and has satisfied the other requirements described in Section 11.3 of this ETU IP (i.e., Site Control demonstration, ETU IA Deposit, reasonable evidence of one or more milestones in the development of the Generating Facility) and subsequently withdraws its Interconnection Request or if Interconnection Customer's Generating Facility otherwise does not reach Commercial Operation, that Interconnection Customer's Withdrawal Penalty shall be twenty percent (20%) its estimated Network Upgrade costs.

### **3.7.1.2 Distribution of the Withdrawal Penalty.**

#### **3.7.1.2.1 Initial Distribution of Withdrawal Penalties Prior to Assessment of Network Upgrade Costs Previously Shared with Withdrawn Interconnection Customers in the Same Cluster**

For a single Cluster, System Operator shall hold all Withdrawal Penalty funds until all Interconnection Customers in that Cluster have either: (1) withdrawn or been deemed withdrawn; (2) executed an ETU IA; or (3) requested an ETU IA to be filed unexecuted. Any Withdrawal Penalty funds collected from the Cluster shall first be used to fund studies conducted under the Cluster Study Process for Interconnection Customers in the same Cluster that have executed the ETU IA or requested the ETU IA to be filed unexecuted. Next, after the Withdrawal Penalty funds are applied to relevant study costs in the same Cluster, System Operator will apply the remaining Withdrawal Penalty funds to reduce net increases, for Interconnection Customers in the same Cluster, in Interconnection Customers' Network Upgrade cost assignment and associated financial security requirements under Article 11.5 of the pro forma ETU IA attributable to the impacts of withdrawn Interconnection Customers that shared an obligation with the remaining Interconnection Customers to fund a Network Upgrade, as described in more detail in Sections 3.7.1.2.3 and 3.7.1.2.4. The total amount of funds used to fund these studies under the Cluster Study Process or those applied to any net increases in Network Upgrade costs for Interconnection Customers in the same Cluster shall not exceed the total amount of Withdrawal Penalty funds collected from the Cluster.

Withdrawal Penalty funds shall first be applied as a refund to invoiced study costs for Interconnection Customers in the same Cluster that did not withdraw within thirty (30) Calendar Days of such Interconnection Customers executing their ETU IA or requesting to have their ETU IA filed unexecuted. Distribution of Withdrawal Penalty funds within one specific Cluster ~~Study~~ for study costs shall not exceed the total actual Cluster Study Process costs for the Cluster. Withdrawal Penalty funds applied to study costs shall be allocated within the same Cluster to Interconnection Customers in a manner consistent with the System Operator's method in Section 13.3 of this ETU IP for allocating the costs of ~~Interconnection S~~studies conducted on a clustered basis. System Operator shall post the balance of Withdrawal Penalty funds held by System Operator but not yet dispersed on its OASIS site and update this posting on a quarterly basis.

If an Interconnection Customer withdraws after it executes, or requests the unexecuted filing of, its ETU IA, System Operator shall first apply such Interconnection Customer's Withdrawal Penalty funds to any restudy costs required due to Interconnection Customer's withdrawal as a credit to as-yet-to be invoiced study costs to be charged to the remaining Interconnection Customers in the same Cluster in a manner consistent with the System Operator's method in Section 13.3 of this ETU IP for allocating the costs of

Interconnection studies conducted on a clustered basis. Distribution of the Withdrawal Penalty funds for such restudy costs shall not exceed the total actual restudy costs.

### **3.7.1.2.2 Assessment of Network Upgrade Costs Previously Shared with Withdrawn Interconnection Customers in the Same Cluster**

If Withdrawal Penalty funds remain for the same Cluster after the Withdrawal Penalty funds are applied to relevant study costs, System Operator will determine if the withdrawn Interconnection Customers, at any point in the Cluster Study Process, shared cost assignment for one or more Network Upgrades with any remaining Interconnection Customers in the same Cluster based on the Cluster Study Report, Cluster Restudy Report(s), Interconnection Facilities Study Report, and any subsequent issued restudy report issued for the Cluster.

In Section 3.7.1.2 of this ETU IP, shared cost assignments for Network Upgrades refers to the cost of Network Upgrades still needed for the same Cluster for which an Interconnection Customer, prior to withdrawing its Interconnection Request, shared the obligation to fund along with Interconnection Customers that have executed an ETU IA, or requested the ETU IA to be filed unexecuted.

If System Operator's assessment determines that there are no shared cost assignments for any Network Upgrades in the same Cluster for the withdrawn Interconnection Customer, or determines that the withdrawn Interconnection Customer's withdrawal did not cause a net increase in the shared cost assignment for any remaining Interconnection Customers' Network Upgrade(s) in the same Cluster, System Operator will return any remaining Withdrawal Penalty funds to the withdrawn Interconnection Customer(s). Such remaining Withdrawal Penalty funds will be returned to withdrawn Interconnection Customers based on the proportion of each withdrawn Interconnection Customer's contribution to the total amount of Withdrawal Penalty funds collected for the Cluster (i.e., the total amount before the initial disbursement required under Section 3.7.1.2.1 of this ETU IP). System Operator must make such disbursement within sixty (60) Calendar Days of the date on which all Interconnection Customers in the same Cluster have either: (1) withdrawn or been deemed withdrawn; (2) executed an ETU IA; or (3) requested an ETU IA to be filed unexecuted. For the withdrawn Interconnection Customers that System Operator determines have caused a net increase in the shared cost assignment for one or more Network Upgrade(s) in the same Cluster under Section 3.7.1.2.3(a) of this ETU IP, System Operator will determine each such withdrawn Interconnection Customers' Withdrawal Penalty funds remaining balance that will

be applied toward net increases in Network Upgrade shared costs calculated under ~~subs~~Sections 3.7.1.2.3(a) and 3.7.1.2.3(b) of this ETU IP based on each such withdrawn Interconnection Customer's proportional contribution to the total amount of Withdrawal Penalty funds collected for the same Cluster (i.e., the total amount before the initial disbursement requirement under Section 3.7.1.2.1 of this ETU IP).

If the System Operator's assessment determines that there are shared cost assignments for Network Upgrades in the same Cluster, System Operator will calculate the remaining Interconnection Customers' net increase in cost assignment for Network Upgrades due to a shared cost assignment for Network Upgrades with the withdrawn Interconnection Customer and distribute Withdrawal Penalty funds as described in Section 3.7.1.2.3, depending on whether the withdrawal occurred before the withdrawing Interconnection Customer executed the ETU IA (or filed unexecuted), as described in Section 3.7.1.2.3(a) of this ETU IP, or after such execution (or filing unexecuted) of an ETU IA, as described in ~~subs~~Section 3.7.1.2.3(b) of this ETU IP.

As discussed in Section 3.7.1.2.4, System Operator will amend executed (or filed unexecuted) ETU IAs of the remaining Interconnection Customers in the same Cluster to apply the remaining Withdrawal Penalty funds to reduce net increases in Interconnection Customers' Network Upgrade cost assignment and associated financial security requirements under Article 11.5 of the pro forma ETU IA attributable to the impacts of withdrawn Interconnection Customers on Interconnection Customers remaining in the same Cluster that had a shared cost assignment for Network Upgrades with the withdrawn Interconnection Customers.

### **3.7.1.2.3 Impact Calculations**

#### **3.7.1.2.3(a) Impact Calculation for Withdrawals During the Cluster Study Process**

If an Interconnection Customer withdraws before it executes, or requests the unexecuted filing of, its ETU IA, the System Operator will distribute in the following manner the Withdrawal Penalty funds to reduce

the Network Upgrade cost impact on the remaining Interconnection Customers in the same Cluster who had a shared cost assignment for a Network Upgrade with the withdrawn Interconnection Customer.

To calculate the reduction in the remaining Interconnection Customers' net increase in Network Upgrade costs and associated financial security requirements under Article 11.5 of the pro forma ETU IA, the System Operator will determine the financial impact of a withdrawing Interconnection Customer on other Interconnection Customers in the same Cluster that shared an obligation to fund the same Network Upgrade(s). System Operator shall calculate this financial impact once all ~~the Interconnection Customer~~ Interconnection Customers in the same Cluster either: (1) have withdrawn or have been deemed withdrawn; (2) executed an ETU IA; or (3) request an ETU IA to be filed unexecuted. System Operator will perform the financial impact calculation using the following steps.

First, System Operator must determine which withdrawn Interconnection Customers shared an obligation to fund Network Upgrades with Interconnection Customers from the same Cluster that have ETU IAs that are executed or have been requested to be filed unexecuted. Next, System Operator shall perform the calculation of the financial impact of a withdrawal on another Interconnection Request in the same Cluster by performing a comparison of the Network Upgrade cost estimates between each of the following:

(1) Cluster Study phase to Cluster Restudy phase (if Cluster Restudy was necessary);

(2) Cluster Restudy phase to Interconnection Facilities Study phase (if a Cluster Restudy was necessary);

(3) Cluster Study phase to Interconnection Facilities Study phase (if no Cluster Restudy was performed);

(4) Interconnection Facilities Study phase to any subsequent restudy that was performed before the execution or filing of an unexecuted ETU IA;

(5) the restudy to the executed, or filed unexecuted, ETU IA (if a restudy was performed after the Facilities Study phase and before the execution or filing of an unexecuted ETU IA).

If, based on the above calculations, System Operator determines:

-

(i) that the costs assigned to an Interconnection Customer in the same Cluster for Network Upgrades that a withdrawn Interconnection Customer shared cost assignment for increased between any two studies, and

(ii) after the impacted Interconnection Customer's ETU IA was executed or filed unexecuted, Interconnection Customer's cost assignment for the relevant Network Upgrade is greater than it was prior to the withdrawal of Interconnection Customer in the same Cluster that shared cost assignment for the Network Upgrade,

then System Operator shall apply the withdrawn Interconnection Customer's Withdrawal Penalty funds that has not already been applied to study costs in the amount of the financial impact by reducing, in the same Cluster, the remaining Interconnection Customer's Network Upgrade costs and associated financial security requirements under Article 11.5 of the pro forma ETU IA.

If System Operator determines that more than one Interconnection Customer in the same Cluster was financially impacted by the same withdrawn Interconnection Customer, System Operator will apply the relevant withdrawn Interconnection Customer's Withdrawal Penalty funds that has not already been applied to study costs to reduce the financial impact to each Interconnection Customer based on each Interconnection Customer's proportional share of the financial impact, as determined by either the Proportional Impact Method if it is a System Network Upgrade or on a per capita basis if it is a Substation Network Upgrade, as described under Section 4.2.1 of this ETU IP.

### **3.7.1.2.3(b) Impact Calculation for Withdrawals in the Same Cluster After the Cluster Study Process**

If an Interconnection Customer withdraws after it executes, or requests the unexecuted filing of, its ETU IA, System Operator will distribute in the following manner the remaining Withdrawal Penalty funds to reduce the Network Upgrade cost impact on the remaining Interconnection Customers in the same Cluster who had a shared cost assignment with the withdrawn Interconnection Customer for one or more Network Upgrades.

System Operator will determine the financial impact on the remaining Interconnection Customers in the same Cluster within thirty (30) Calendar Days after the withdrawal occurs. The System Operator will determine that financial impact by comparing the Network Upgrade cost funding obligations Interconnection Customers shared with the withdrawn Interconnection Customer before the withdrawal of Interconnection Customer and after the withdrawal of Interconnection Customer. If that comparison indicates an increase in Network Upgrade costs for an Interconnection Customer, System Operator shall apply the withdrawn Interconnection Customer's Withdrawal Penalty funds to the increased costs each impacted Interconnection Customer in the same Cluster experienced associated with such Network Upgrade(s) in proportion to each Interconnection Customer's increased cost assignment, as determined by System Operator.

#### **3.7.1.2.4 Amending ETU IA to Apply Reductions to Interconnection Customer's Assigned Network Upgrade Costs and Associated Financial Security Requirement with Respect to Withdrawals in the Same Cluster**

Within thirty (30) Calendar Days of all Interconnection Customers in the same Cluster having: (1) withdrawn or been deemed withdrawn; (2) executed an ETU IA; or (3) requested an ETU IA to be filed unexecuted, System Operator must perform the calculations described in Section 3.7.1.2.3(a) of this ETU IP and provide such Interconnection Customers with an amended ETU IA that provides the reduction in Network Upgrade cost assignment and associated reduction to Interconnection Customer's financial security requirements, under Article 11.5 of the pro forma ETU IA, due from Interconnection Customer to the Interconnecting Transmission Owner.

Where an Interconnection Customer executes the ETU IA (or requests the filing of an unexecuted ETU IA) and is later withdrawn or its ETU IA is terminated, System Operator must, within thirty (30) Calendar Days of such withdrawal or termination, perform the calculations described in Section 3.7.1.2.3(b) of this ETU IP and provide such Interconnection Customers in the same Cluster with an amended ETU IA that provides the reduction in Network Upgrade cost assignment and associated reduction to Interconnection Customer's financial security requirements, under Article 11.5 of the pro forma ETU IA, due from Interconnection Customer to Interconnecting Transmission Owner.

Any repayment by Interconnecting Transmission Owner to Interconnection Customer under Article 11.4 of the pro forma ETU IA of amounts advanced for Network Upgrades after the Generating Facility



achieves Commercial Operation shall be limited to Interconnection Customer's total amount of Network Upgrade costs paid and associated financial security provided to Interconnecting Transmission Owner under Article 11.5 of the pro forma ETU IA.

#### **3.7.1.2.5 Final Distribution of Withdrawal Penalty Funds**

If Withdrawal Penalty funds remain for the Cluster after the Withdrawal Penalty funds are applied to relevant study costs and net increases in shared cost assignments for Network Upgrades to remaining Interconnection Customers, System Operator or Interconnecting Transmission Owner, as appropriate, will return any remaining Withdrawal Penalty funds to the withdrawn Interconnection Customers in the same Cluster net of the amount of each withdrawn Interconnection Customer's Withdrawal Penalty funds applied to study costs and net increases in shared cost assignments for Network Upgrades to remaining Interconnection Customers.

### **3.8 Identification of Contingent Facilities.**

System Operator shall identify Contingent Facilities before the execution of the ETU IA by reviewing the Interconnection Facilities and Network Upgrades associated with an Interconnection Request with a higher Queue Position or the list of transmission projects planned or proposed for the New England Transmission System to identify those upgrades that are not yet in service but upon which the Interconnection Request's costs, timing, and study findings are dependent, and if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing. Planned or proposed upgrades will be identified as Contingent Facilities for an Interconnection Request if the absence of those upgrades would cause additional Adverse System Impacts to be identified in the Cluster Study, using the same conditions as those used in the Cluster Study. The thresholds for identification of Adverse System Impact for the purpose of identifying Contingent Facilities will be as follows: (i) an increase in the flow in an element by at least two percent of the element's rating and that causes that flow to exceed that element's appropriate thermal rating by more than two percent where the appropriate thermal rating is the normal rating with all lines in service and the long time emergency or short time emergency rating after a contingency; (ii) a change of at least one percent in a voltage that causes a voltage level that is higher or lower than the appropriate high or low rating by more than one percent; (iii) an increase of at least a one percent change in the short circuit current experienced by an element and that causes a short circuit stress that is higher

than an element's interrupting or withstand capability; or (iv) the introduction of a violation of stability criteria. Contingent Facilities that are identified during the evaluation of the Interconnection Request shall be documented in the Cluster Study report or the ETU IA for the Elective Transmission Upgrade. System Operator shall also provide, upon request of Interconnection Customer, the estimated Interconnection Facility and/or Network Upgrade costs and estimated in-service completion time for each identified Contingent Facilities when this information is readily available and not commercially sensitive.

### **3.9 Penalties for Failure to Meet Study Deadlines.**

(1) System Operator or Interconnecting Transmission Owner shall be subject to a penalty if it fails to complete a Cluster Study, Cluster Restudy, Interconnection Facilities Study, or Affected Systems Study by the applicable deadline set forth in this ETU IP. The responsibilities of System Operator and Interconnecting Transmission Owner in the conduct of such studies are set forth in the Transmission Operating Agreement and ISO New England Planning Procedures. System Operator or Interconnecting Transmission Owner must pay the penalty for each late Cluster Study, Cluster Restudy, and Interconnection Facilities Study on a pro rata basis per Interconnection Request to all Interconnection Customer(s) included in the relevant study that did not withdraw, or were not deemed withdrawn, from System Operator's interconnection queue before the missed study deadline in proportion to each Interconnection Customer's final study cost.- System Operator or Interconnecting Transmission Owner must pay the penalty for a late Affected Systems Study on a pro rata basis per interconnection request to all Affected System Interconnection Customer(s) included in the relevant Affected System Study that did not withdraw, or were not deemed withdrawn, from the host transmission provider's interconnection queue before the missed study deadline in proportion to each Interconnection Customer's final study cost. Except as provided below, the study delay penalty for each late study shall be distributed no later than forty-five (45) Calendar Days after the late study has been completed.

(2) For penalties assessed in accordance with this Section, the penalty amount will be equal to: \$1,000 per Business Day for delays of Cluster Studies beyond the applicable deadline set forth in this ETU IP; \$2,000 per Business Day for delays of Cluster Re-Studies beyond the applicable deadline set forth in this ETU IP; \$2,000 per Business Day for delays of Affected System Studies beyond the applicable deadline set forth in this ETU IP; and \$2,500 per Business Day for delays of Interconnection Facilities Studies beyond the applicable deadline set forth in this ETU IP. The total amount of a penalty assessed under this Section shall not exceed: (a) one hundred percent (100%) of the initial study deposit(s) received for all of

the Interconnection Requests in the Cluster for Cluster Studies and Cluster Restudies; (b) one hundred percent (100%) of the initial study deposit received for the single Interconnection Request in the study for Interconnection Facilities Studies; and (c) one hundred percent (100%) of the study deposit(s) that System Operator or Interconnecting Transmission Owner collects for conducting the Affected System Study.

(3) System Operator or Interconnecting Transmission Owner may appeal to the Commission any penalties imposed under this Section. Any such appeal must be filed no later than forty-five (45) Calendar Days after the late study has been completed. While an appeal to the Commission is pending, System Operator or Interconnecting Transmission Owner shall remain liable for the penalty, but need not distribute the penalty until forty-five (45) Calendar Days after (1) the deadline for filing a rehearing request has ended, if no requests for rehearing of the appeal have been filed, or (2) the date that any requests for rehearing of the Commission's decision on the appeal are no longer pending before the Commission. The Commission may excuse System Operator or Interconnecting Transmission Owner from penalties under this Section for good cause.

(4) No penalty will be assessed under this Section where a study is delayed by ten (10) Business Days or less. If the study is delayed by more than ten (10) Business Days, the penalty amount will be calculated from the first Business Day the System Operator or Interconnecting Transmission Owner misses the applicable study deadline.

(5) If (a) System Operator or Interconnecting Transmission Owner needs to extend the deadline for a particular study subject to penalties under this Section and (b) all Interconnection Customers or Affected System Interconnection Customers included in the relevant study mutually agree to such an extension, the deadline for that study shall be extended thirty (30) Business Days from the original deadline. In such a scenario, no penalty will be assessed for System Operator or Interconnecting Transmission Owner missing the original deadline.

(6) No penalties shall be assessed until the third Cluster Study cycle (including any Transitional Cluster Study cycle, but not Transitional Serial Interconnection Facilities Studies) after the Commission-approved effective date of System Operator's filing made in compliance with the Final Rule in Docket No. RM22-14-000.

(7) System Operator and Interconnecting Transmission Owner must maintain on its OASIS or its public website summary statistics related to penalties assessed under this Section, updated quarterly. For each calendar quarter, System Operator and Interconnecting Transmission Owner must calculate and post (1) the total amount of penalties assessed under this Section during the previous reporting quarter and (2) the highest penalty assessed under this Section paid to a single Interconnection Customer or Affected System Interconnection Customer during the previous reporting quarter. System Operator and Interconnecting Transmission Owner must post on their respective OASIS or website these penalty amounts for each calendar quarter within thirty (30) Calendar Days of the end of the calendar quarter. System Operator and Interconnecting Transmission Owner must maintain the quarterly measures posted on their respective OASIS or website for three (3) calendar years with the first required posting to be the third Cluster Study cycle (including any Transitional Cluster Study cycle, but not Transitional Serial Interconnection Facilities Studies) after System Operator transitions to the Cluster Study Process.

#### **SECTION 4. INTERCONNECTION REQUEST EVALUATION PROCESS.**

##### **QUEUE POSITION.**

#### **4.1 Queue Position.**

##### **4.1.1 Assignment of Queue Position**~~General.~~

System Operator shall assign a Queue Position based upon the date and time of receipt of the valid Interconnection Request provided all items required pursuant to the provisions of Section 3.4.2 of this ETU IP are received. All Interconnection Requests submitted and deemed valid in a single Cluster Request Window shall be considered equally queued; ~~provided that, if the sole reason an Interconnection Request is not valid is the lack of required information on the application form in Appendix 1 to this ETU IP, and Interconnection Customer provides such information in accordance with Section 3.3.3, then System Operator shall assign Interconnection Customer a Queue Position based on the date the application form was originally submitted.~~

~~Except as otherwise provided in this Section 4.1, the Queue Position of each Interconnection Request will be used to determine: (i) the order of performing the Interconnection Studies; (ii) the order in which Interconnection Requests will be eligible for inclusion in the CSIS and CFAC; (iii) the order in which Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service will be included in the CNR Group Study; and (iv) the cost responsibility for the facilities and upgrades necessary to accommodate the Interconnection Request. A higher queued Interconnection Request is one-~~

~~that has been placed “earlier” in the queue in relation to another Interconnection Request that is lower queued. A higher Queue Position assigned to an Interconnection Request is one that has been placed “earlier” in the queue in relation to another Interconnection Request that is assigned a lower Queue Position. All requests studied in a single Cluster shall be considered equally queued. Interconnection Customers that are part of a Cluster initiated earlier in time than an instant Cluster Study shall be considered to have a higher Queue Position than Interconnection Customers that are part of Cluster initiated later than an instant Cluster.~~

~~Any ongoing CSIS or CFAC as of June 13, 2024. A CSIS and CFAC~~ shall include the Interconnection Requests that were identified as eligible to participate in the CSIS and CFAC and met the associated requirements for inclusion in said studies in accordance with Section 4.2 of this ETU IP. An Interconnection Request included in a cluster shall consider a higher queued Interconnection Request not included in the cluster. A lower queued Interconnection Request that is not included in such a CSIS or CFAC ~~the cluster~~ shall consider all of the higher queued Interconnection Requests that are part of such a CSIS or CFAC ~~cluster~~.

#### **4.1.1 Considerations Related to Achieving CNI Interconnection Service**~~Order of Interconnection Requests in the CNR Group Study.~~

Participation in a CNR Group Study ~~shall be a prerequisite was required~~ to achieve CNR Interconnection Service and CNI Interconnection Service prior to September 4, 2024. ~~The CNR Group Study (to be conducted in accordance with Section III.13.1.1.2.3 of the Tariff) shall include all Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service that have an associated New Capacity Show of Interest Form that was submitted during the New Capacity Show of Interest Submission Window for the purpose of qualification for participation in the same Forward Capacity Auction for a Capacity Commitment Period, in accordance with Section III.13.1.1.2 of the Tariff, as well as Long Lead Facilities in accordance with Section 3.2.3. Where a CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a lower Queue Position is associated with a New Capacity Show of Interest Form that was submitted for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and another CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a higher Queue Position is not associated with a New Capacity Show of Interest Form that was submitted for qualification until a subsequent Forward~~

~~Capacity Auction, the CNR Interconnection Service or CNI Interconnection Service Interconnection Request with the lower Queue Position will be included in the CNR Group Study prior to the CNR Interconnection Service or the CNI Interconnection Service Interconnection Request with the higher Queue Position.—~~

~~However, where an Interconnection Customer with a CNR Interconnection Service Interconnection Request submits a New Capacity Show of Interest Form for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and identifies in that New Capacity Show of Interest Form one or more Elective Transmission Upgrade Interconnection Request(s) for an Internal ETU that is not already included in the network model pursuant to Section III.12 of the Tariff for the particular Forward Capacity Auction, the CNR Interconnection Request will be included in the CNR Group Study at the lowest of the CNR Interconnection Request's or its associated Elective Transmission Upgrade Interconnection Request(s) for the Internal ETU's Queue Position. Where multiple Interconnection Customers' CNR Interconnection Service Interconnection Requests are associated with the same lower Queue Position for an Elective Transmission Upgrade Interconnection Request for an Internal ETU in the CNR Group Study, the CNR Interconnection Request's Queue Position will be used as the tie breaker to dictate the relative order in which the CNR Interconnection Service Interconnection Request will be included in the CNR Group Study.—~~

~~An Interconnection Customer with a Generating Facility or that is associated with an Import Capacity Resource in the case of an Elective Transmission Upgrade that is treated as a Conditional Qualified New Resource, in accordance with Section III.13.1.1.2.3(f) of the Tariff, may be responsible for the facilities and upgrades associated with an overlapping CNR Interconnection Service or CNI Interconnection Service Interconnection Request having a higher Queue Position if the Conditional Qualified New Resource obtains a Capacity Supply Obligation through a Forward Capacity Auction under Section III.13.2.5 of the Tariff.—~~

~~An Interconnection Customer with a lower-queued CNR Interconnection Service Interconnection Request for a Generating Facility or CNI Interconnection Service Interconnection Request for an Elective Transmission Upgrade that has achieved Commercial Operation and obtained CNR Interconnection Service or CNI Interconnection Service, respectively, may be responsible for additional facilities and upgrades if the related higher-queued CNR Interconnection Service or CNI Interconnection Service—~~

~~Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains CNR Interconnection Service or CNI Interconnection Service, respectively. In such circumstance, Appendix A to the Interconnection Agreement for the lower queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request shall specify the facilities and upgrades for which the Interconnection Customer shall be responsible if the higher queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains CNR Interconnection Service or CNI Interconnection Service, respectively.~~

After September 4, 2024, the Transitional Cluster Study, Transitional CNR Group Study or the Cluster Study processes shall be the only means for Interconnection Customers to achieve CNR Interconnection Service and CNI Interconnection Service under this Schedule 25.

Interconnection Requests ~~for CNR Interconnection Service and CNI Interconnection Service submitted to the System Operator pursuant to Schedules 22, 23, or 25 of Section II of the Tariff and interconnection requests~~ submitted to Interconnecting Transmission Owners or their distribution company affiliates pursuant to the applicable state tariff, rules or procedures that have obtained Proposed Plan Application approval from the System Operator pursuant to Section I.3.9 of the Tariff shall be included in the Base Case for Transitional CNR Group Study or a Cluster Study~~CNR Group Study~~ in order of submission/approval (~~the dates of submission shall be used for Interconnection Requests submitted to the System Operator and~~ the dates of Proposed Plan Application approval shall be used for interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates) provided that such Section I.3.9 approval was received at least ninety (90) Calendar Days after the start of the Cluster Study consistent with Section 2.3 of this ETU IP.~~Interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates that have not yet received the System Operator's approval for their Proposed Plan Applications under Section I.3.9 of the Tariff at the commencement of the CNR Group Study shall be included in the CNR Group Study after all Interconnection Requests submitted to the System Operator pursuant to Schedules 22, 23, or 25 of Section II of the Tariff and all interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates pursuant to the applicable state tariff, rules or procedures that have obtained Proposed Plan Application approval from the System Operator pursuant to Section I.3.9 of the Tariff have been included in the CNR Group Study in order of submission to the Interconnecting Transmission Owners or their distribution company affiliates.~~

## **4.2 General Study Process~~Clustering~~.**

~~Clustering~~ Interconnection Studies performed using Clustering shall be conducted in such a manner to ensure the efficient implementation of the applicable Regional System Plan in light of the New England Transmission System's capabilities for the time period under study and consistent with Good Utility Practice.

The System Operator may use subgroups in the Cluster Study Process. If the System Operator elects to use subgroups in the Cluster Study Process, System Operator must publish the criteria used to define and determine subgroups on its OASIS or public website, prior to the opening of a Cluster Request Window. ~~study an Interconnection Request serially to the extent warranted by Good Utility Practice based upon the electrical remoteness of the proposed Elective Transmission Upgrade.~~

### **4.2.1 Triggers for CRPS~~Studying Interconnection Requests in Clusters~~.**

The System Operator, at its discretion, may initiate a CRPS pursuant to Section 15 of Attachment K, Section II of the Tariff, when it identifies any of the following interconnection circumstances:

- (1) the withdrawal from the Cluster Study Process of two (2) or more Interconnection Requests for resources in the same electrical part of the New England Control Area; or
- (2) where procurements are underway for resources in the same electrical part of the New England Control Area;

and, none of the resources described in (1) or (2) above will be able to interconnect to the Administered Transmission System without the use of common significant new transmission line infrastructure rated at or above 115 kV AC or HVDC.

System Operator may also initiate a CRPS in an electrical part of the New England Control Area where System Operator previously identified the need for a CETU to interconnect new resources.

~~At the discretion of the System Operator, Interconnection Requests will be studied in clusters for the purpose of the Interconnection System Impact Study and the Interconnection Facilities Study when the combination of the following circumstances is present in the interconnection queue: (a) there are two (2) or more Interconnection Requests without completed Interconnection System Impact Studies in the same electrical part of the New England Control Area based on the requested Point of Interconnection, and (b)~~



~~the System Operator determined that none of the Interconnection Requests identified in (a) of this Section 4.2.1 will be able to interconnect, either individually or on a cluster basis, without the use of common-significant new transmission line infrastructure at or above 115 kV AC or HVDC. An Interconnection Request for an Internal ETU that the System Operator identifies as potentially eligible to take the place of a CETU will be eligible to participate in a CSIS.—~~

#### **4.2.2 Notice of Initiation of CRPS ~~Cluster~~ Studies.**

~~When the System Operator identifies the interconnection circumstances in Section 4.2.1 of this ETU IP, the System Operator will provide notice to the Planning Advisory Committee of the initiation of a CRPS in accordance with Section 15.1 of Attachment K, Section II of the Tariff. The System Operator will perform a CRPS to identify the CETU and associated system upgrades to enable the interconnection of potentially all of the resources for which the interconnection circumstances described in Section 4.2.1 of this ETU IP were identified, consistent with Section 15.2 of Attachment K. The results of the CRPS performed under Attachment K will inform the Cluster entry process and requirements for Interconnection Requests for Generating Facilities and Elective Transmission Upgrades that need the CETU to meet the interconnection standards in Schedules 22, 23, or 25 of the OATT. The System Operator will provide notice to the Interconnection Customer Interconnection Customers with Interconnection Request identified as needing the CETU to meet the interconnection standards prior to or at the Cluster Scoping Meeting. When the combination of the triggers specified in Section 4.2.1 of this ETU IP are present in the interconnection queue, the System Operator will provide notice to the Planning Advisory Committee of the initiation of a cluster for studying certain Interconnection Requests under the Regional System Planning Process in accordance with Section 15.1 of Attachment K, Section II of the Tariff. The System Operator also will provide notice to the Interconnection Customers with Interconnection Requests identified in Section 4.2.1 of this ETU IP, and at the time the System Operator notifies the Planning Advisory Committee of the initiation of a cluster, all study work for these Interconnection Requests will be suspended and they will proceed under Section 4.2 of this ETU IP. The System Operator will conduct Clustering in two phases. In the first phase, the System Operator will perform a CRPS to identify the CETU and associated system upgrades to enable the interconnection of potentially all of the resources proposed in the Interconnection Requests considered in Section 4.2.1 of this ETU IP, consistent with Section 15.2 of Attachment K. In the second phase, the System Operator will conduct a CSIS and a CFAC to study the Interconnection Requests identified through the CRPS that have elected to participate in the CSIS together with the identified CETU and associated upgrades, in accordance with this ETU IP.—~~

~~Within sixty (60) Calendar Days of the System Operator's notice to the Planning Advisory Committee of the initiation of the use of Clustering for studying certain Interconnection Requests under the Regional System Planning Process in accordance with Section 15.1 of Attachment K, Section II of the Tariff, Interconnection Customers with Interconnection Requests identified in Section 4.2.1 shall submit the technical data called for in Appendix 1, Attachment A, to support the conduct of the CRPS.~~

#### **4.2.3 Requirements for CETU-Eligible Interconnection Requests.**

##### **4.2.3.1 Cluster Entry Requirements for CETU-Eligible Interconnection Requests.**

**4.2.3.1.1 CRPS Completed Prior to Transitional Cluster Study** For a CRPS that was completed prior to the start of the Transitional Cluster Study, and for which a CSIS has not commenced, all Interconnection Requests identified in the final CRPS report, by Queue Position as assigned in accordance with Section 4.1 of this ETU IP, shall be eligible to elect to enter the Transitional Cluster Study under Section 5.1.1.2 of this ETU IP. By the deadline to return the Transitional Cluster Study Agreement, an Interconnection Customer with an Interconnection Request identified in the final CRPS report as eligible to elect to enter the Transitional Cluster Study must, in writing:

1. withdraw the Interconnection Request, pursuant to Section 3.7; or
2. request to be included in the Transitional Cluster Study, meet the requirements specified in Section 5.1.1.2, (except for the Commercial Readiness Deposit) and submit to the System Operator the CETU Participation Deposit specified in Section 4.2.3.2 of this ETU IP. Such deposit shall be in cash.

If, by the deadline to submit the Transitional Cluster Study Agreement, Interconnection Customer fails to withdraw its Interconnection Request or request to be included in the Transitional Cluster Study and meet the requirements specified in this Section 4.2.3.1.1, then the Interconnection Request will be automatically withdrawn from the interconnection queue without further opportunity to cure. If Interconnection Customer elects option (2) above and does not meet all of the CSIS entry requirements specified in this Section 4.2.3.1.1 by the deadline to submit the Transitional Cluster Study Agreement, the Interconnection Request will be automatically withdrawn from the interconnection queue as of that date without further opportunity to cure. If an initial CETU Participation Deposit had been submitted as part

of an otherwise incomplete Transitional Cluster Study entry requirements submission, the initial CETU Participation Deposit will be refunded at the time the Interconnection Request is withdrawn.

**4.2.3.1.2 CRPS Initiated After the Transitional Cluster Study.** All Interconnection Requests that, based on a final CRPS report that the System Operator has completed pursuant to Attachment K, reasonably expect to, or have been notified by System Operator that they need, the CETU and associated system upgrades identified in that final CRPS report must request to be included in the Cluster Study, meet the requirements specified in Section 5.1.1.2 (with the exception of the Commercial Readiness Deposit), and submit to the System Operator the CETU Participation Deposit specified in Section 4.2.3.2 of this ETU IP. Such deposit shall be in cash. If Interconnection Customer does not meet all of the entry requirements specified in this Section 4.2.3.1.2 by close of the Cluster Request Window, the Interconnection Request will be automatically withdrawn from the interconnection queue as of the close of the Cluster Entry Window without further opportunity to cure. If an initial CETU Participation Deposit had been submitted as part of the incomplete Interconnection Request, the initial CETU Participation Deposit will be refunded at the time the Interconnection Request is withdrawn.

Where a CRPS under Attachment K, has not been completed prior to the opening of a Cluster Entry Window, Interconnection Requests in the electrical part of the system subject to the CRPS will be eligible to participate in the next Cluster Study following completion of the CRPS.

#### **Cluster Interconnection System Impact Study.**

##### **4.2.3.1 Notice of Cluster Interconnection System Impact Study Entry Deadline.**

~~At the same time the System Operator issues the final CRPS report to the Planning Advisory Committee in accordance with Section 15.4 of Attachment K, the System Operator will provide notice of the entry deadline for the CSIS (the “Cluster Entry Deadline”) to the Interconnection Customers with Interconnection Requests identified in the final CRPS report as eligible to participate in the CSIS. The Cluster Entry Deadline shall be thirty (30) Calendar Days from the posting of the final CRPS report.~~

##### **4.2.3.2 Cluster Interconnection System Impact Study Entry Requirements.**

~~All Interconnection Requests identified in the final CRPS report, by Queue Position as assigned in accordance with Section 4.1 of this ETU IP, shall be eligible to be studied together in the CSIS.~~

~~**4.2.3.2.1 Cluster Entry Deadline Election.** By the Cluster Entry Deadline, an Interconnection Customer with an Interconnection Request identified as eligible to be studied in the CSIS must, in writing:—~~

- ~~1. withdraw the Interconnection Request, pursuant to Section 3.6;—~~
- ~~2. request that the System Operator re-assign the Interconnection Customer's Interconnection Request a new Queue Position at the bottom of the queue as of the Cluster Entry Deadline in relative order with any other Interconnection Requests requesting to be re-queued under this Section 4.2.3.2.1;—~~  
~~or—~~
- ~~3. request to be included in the CSIS and meet the CSIS entry requirements specified in Section 4.2.3.2.2.—~~

~~If, by the Cluster Entry Deadline, Interconnection Customer fails to withdraw its Interconnection Request, request to be re-assigned a Queue Position at the bottom of the queue, or request to be included in the CSIS and meet the CSIS entry requirements, then the Interconnection Request will be automatically withdrawn from the interconnection queue as of the Cluster Entry Deadline without further opportunity to cure. If Interconnection Customer elects option (iii) and does not meet all of the CSIS entry requirements specified in Section 4.2.3.2.2 by the Cluster Entry Deadline, the Interconnection Request will be automatically withdrawn from the interconnection queue as of the Cluster Entry Deadline without further opportunity to cure. If an initial Cluster Participation Deposit had been submitted as part of the incomplete CSIS entry requirements submission, the initial Cluster Participation Deposit will be refunded at the time the Interconnection Request is withdrawn.—~~

#### ~~**4.2.3.2.2 CSIS Entry Requirements**~~

~~An Interconnection Customer with an Interconnection Request identified in the final CRPS report as eligible to be studied in the CSIS that elects option (iii) under Section 4.2.3.2.1 must meet the following CSIS entry requirements in order to be included in the CSIS:—~~

~~**(1) Cluster System Impact Study Application.** By the Cluster Entry Deadline, Interconnection Customer must submit to the System Operator a completed Cluster System Impact Study Application in the form specified in Appendix 1, Attachment A-1, of this ETU IP requesting the inclusion of the Interconnection Request in the CSIS;~~

~~(2) System Impact Study Agreement, Study Deposit, Technical Data, and Site Control. If an Interconnection Feasibility Study Agreement or an Interconnection System Impact Study Agreement has been executed prior to the issuance of the final CRPS report identifying the Interconnection Request as eligible for inclusion in a CSIS, such agreement shall terminate upon execution of a new Interconnection System Impact Study Agreement in accordance with this Section 4.2.3.2.2, and any unused balance of the study deposit associated with the terminated agreement shall be applied toward the study deposit associated with the new Interconnection System Impact Study Agreement.~~

~~Within fifteen (15) Business Days following the Cluster Entry Deadline, the System Operator and Interconnecting Transmission Owner will provide to Interconnection Customer an Interconnection System Impact Study Agreement, including a non-binding good faith estimate of the costs and timeframe for commencing and completing the CSIS.~~

~~The Interconnection Customer shall execute the Interconnection System Impact Study Agreement and deliver the executed Interconnection System Impact Study Agreement to the System Operator no later than thirty (30) Calendar Days after receipt along with continued demonstration of Site Control, the technical data called for in Appendix 1, Attachment A, and a refundable study deposit, to the extent that any additional study deposit is required, in accordance with Section 7.2 of this ETU IP.~~

**(3) 4.2.3.2 CETU Participation Deposit for CETU Eligible Interconnection Requests**~~Cluster Participation Deposit for the CSIS.~~

By ~~close of the Cluster Request Window, the Cluster Entry Deadline,~~ Interconnection Customer ~~also~~ must submit to the System Operator, for a CETU eligible project, a an initial Cluster Participation Ddeposit equal to: (a) for an External ETU, five (5) percent of ~~the~~ Interconnection Customer's cost allocation responsibility for the CETU and associated system upgrades to be determined based on the cost estimates provided in the final CRPS report, or (b) for an Internal ETU, the lesser of \$1,000,000 or five (5) percent of ~~the Interconnection Customer~~Interconnection Customer's estimated costs for the Internal ETU as of the time the initial Cluster Participation Deposit is due. If the System Operator subsequently identifies that an Internal ETU has met the requirements to take the place of a CETU, or portion thereof, pursuant to Section 4.2.3.4 of this ETU IP, the initial ~~Cluster-CETU~~ Participation Deposit will be reduced to exclude the costs associated with the CETU, or portion thereof, that is being replaced by the Internal ETU, and ~~the Interconnection Customer~~Interconnection Customer shall be refunded the corresponding amount. Cost

allocation of the CETU and associated system upgrades shall be in accordance with Schedule 11, Section II of this Tariff.

The initial CETU Participation Deposit ~~Cluster Participation Deposit~~ will be fully refunded (with interest to be calculated in accordance with Section 3.6 of this ETU IP) to Interconnection Customer with an Interconnection Request that met the cluster entry requirements: (i) if the CETU CSIS is initially undersubscribed by more than ten (10) percent of the quantity of megawatts that the CETU developed through the CRPS was designed to enable and ~~the Interconnection Customer~~ Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.6, before the Cluster Study CSIS starts, (ii) if the CSIS-CETU is initially oversubscribed as described in Section 4.2.3.3.2 of this ETU IP (e.g., the CETU developed through the CRPS is designed to enable 1,000 MW and more than 1,000 MW meet the Cluster Study or Transitional Cluster Study CSIS entry requirements ~~by the Cluster Entry Deadline~~), in which case the ~~Cluster CETU~~ Participation Deposits will be refunded to Interconnection Customers with Interconnection Requests corresponding to the oversubscribed megawatt quantities, (iii) if the cost estimates for the CETU and the associated system upgrades provided in the final CRPS report for the entire cluster have increased by twenty-five (25) percent or more when compared to the cost estimates provided in the draft Transitional Cluster Study, draft Cluster Study Report CSIS report or the draft Facilities Study CFAC report and ~~the Interconnection Customer~~ Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.6, within thirty (30) Calendar Days after receipt of the draft CSIS-Cluster Study R report or the draft Facilities Study CFAC report in accordance with Sections 7.5 and 8.3 of this ETU IP, respectively; (iv) if at the time Interconnection Customer with an Interconnection Request included in the CSIS provides to the Interconnecting Transmission Owner the deposit specified in Section 11.3.1.2 of this LGIP or (v) if all Interconnection Requests included in the cluster withdraw from the interconnection queue, (iv) if less than two (2) Interconnection Requests included in the CSIS or CFAC remain in the interconnection queue during the CSIS or CFAC, as applicable, in which case, the CSIS or the CFAC terminates and the remaining Interconnection Request proceeds in serial queue order, (v) at the time the Interconnection Customer with an Interconnection Request included in the CSIS provides to the Interconnecting Transmission Owner the deposit specified in Section 11.3.1.2 of this ETU IP, (vi) if no Interconnection Customer with an Interconnection Request included in the cluster executes an Interconnection Agreement and provides to the Interconnecting Transmission Owner the deposit specified in Section 11.3.1.2 of this ETU IP, or (vii) if all Interconnection Requests included in the cluster withdraw from the interconnection queue.

Otherwise, the ~~initial Cluster CETU~~ Participation Deposit shall be non-refundable if ~~the Interconnection Customer~~Interconnection Customer withdraws its Interconnection Request or the Interconnection Request is withdrawn from the interconnection queue at any time after the ~~Cluster Entry Deadline~~ Customer Engagement Window. The non-refundable initial ~~Cluster CETU~~ Participation Deposits shall be re-allocated, according to the cost allocation methodology contained in Schedule 11, to ~~the Interconnection Customer~~Interconnection Customers with Interconnection Requests included in a cluster at the time the facilities proposed in the Interconnection Requests achieve Commercial Operation.

#### **4.2.3.3 CETU Filling and Oversubscription**

##### **Cluster Filling, Oversubscription and Backfilling Upon Withdrawal.**

For purposes of the Transitional Cluster Study, the CETU shall be filled with all Interconnection Requests in the same electrical part of the New England Control Area that the System Operator previously identified as needing the CETU identified in the final CRPS report and that met the Transitional Cluster Study entry requirements by the Cluster Request Window up to the approximate megawatt quantity identified in the final CRPS report as potentially enabled by the CETU. The Interconnection Requests will be included Transitional Cluster Study in queue order, based on the Queue Positions assigned in accordance with Section 4.1 of this ETU IP, relative to other eligible Interconnection Requests. In the event that the CETU is filled and lower queued Interconnection Requests remain, such requests shall be withdrawn by System Operator, all remaining deposits will be refunded, and System Operator may initiate a new CRPS under Attachment K in the same electrical area of the system.

For Cluster Studies, the CETU shall be filled with all Interconnection Requests in the same electrical part of the New England Control Area submitted during the next Cluster Request Window following the publication of the final CRPS report that the System Operator determines need the CETU identified in the final CRPS report and meet the Cluster Study entry requirements by close of the Cluster Entry Window up to the approximate megawatt quantity identified in the final CRPS as potentially enabled by the CETU. If the Interconnection Requests identified by the System Operator as needing the CETU identified in the final CRPS report that elect to enter the the Cluster Study exceed the quantity of megawatts identified as potentially enabled by the CETU in the final CRPS report, the System Operator shall fill the CETU first with Interconnection Requests for Generating Facilities that have been selected in, or are contractually bound by, a state-sponsored request for proposals. In the event that the CETU is



filled and additional Interconnection Requests are not able to be included, such requests will not proceed into the Cluster Study, all deposits associated with the oversubscribed Interconnection Requests will be refunded, System Operator may initiate a new CRPS under Attachment K in the same electrical area of the system. ~~**4.2.3.3.1 Cluster Filling.** The CSIS shall be filled with all Interconnection Requests in the same electrical part of the New England Control Area relative to the CETU identified in the final CRPS report that do not yet have a completed Interconnection System Impact Study and met the CSIS entry requirements by the Cluster Entry Deadline up to the approximate megawatt quantity identified in the final CRPS report as potentially enabled by the CETU. The Interconnection Requests will be included in the CSIS in queue order, based on the Queue Positions assigned in accordance with Section 4.1 of this ETU IP, relative to other eligible Interconnection Requests.~~

~~**4.2.3.3.2 Cluster Oversubscription.** If an Interconnection Customer with an Interconnection Request identified in the final CRPS report as eligible to participate in a CSIS met the CSIS entry requirements and therefore would have been eligible for inclusion in the CSIS but is excluded as a result of the quantity of megawatts identified as potentially enabled by the CETU in the final CRPS report having been exhausted in queue order under Section 4.2.3.3.1, (i) the initial Cluster Participation Deposit will be refunded to the Interconnection Customer, and (ii) the Interconnection Request will maintain its Queue Position. If there are two (2) or more Interconnection Request after the CSIS is filled, the System Operator will initiate another cluster to identify the transmission infrastructure to enable the interconnection of another round of Interconnection Requests consistent with Section 15.1 of Attachment K.~~

~~**4.2.3.3.3 Cluster Backfilling Upon Withdrawal.** Upon withdrawal of an Interconnection Request that is included in the CSIS, the System Operator will backfill the CSIS, in queue order, with later queued Interconnection Requests consistent with the methodology used to fill the original CSIS as specified in Section 4.2.3.3.1 of this ETU IP. The System Operator will notify all Interconnection Customers with Interconnection Requests identified by the System Operator as eligible for backfilling that the respective Elective Transmission Upgrade (or part thereof) proposed in the Interconnection Request is eligible to participate in the CSIS, and the Interconnection Customer shall have thirty (30) Calendar Days from receipt of System Operator's notice to withdraw its Interconnection Request, request to be re-assigned a Queue Position at the bottom of the queue, or accept the inclusion of the Interconnection Request (or part thereof, in which case the Interconnection Customer shall modify the Interconnection Request to reflect the appropriate reduction) in the CSIS and meet the CSIS entry requirements, consistent with Section~~



~~4.2.3.2 of this ETU IP. If the Interconnection Customer does not make one of these three elections and complete the associated requirements by the thirtieth Calendar Day, the System Operator shall automatically withdraw the Interconnection Request from the interconnection queue without further opportunity to cure and consider other later queued Interconnection Requests.~~

~~**4.2.3.4 Scope of Cluster Interconnection System Impact Study.** Except as otherwise provided in this Section 4.2.3.4, the CSIS shall be conducted in accordance with Sections 7.3 and 7.4 of this ETU IP. The Study Case developed for the CSIS shall also include the CETU and associated system upgrades identified in the final CRPS report. An Internal ETU can be considered, and included in the CSIS, in place of a CETU, or portion thereof, if all of the Interconnection Customers with Interconnection Requests included in the cluster that the ISO has determined need to use the Internal ETU have indicated in the Cluster Application Form or with the executed Interconnection System Impact Study Agreement that they have a contractual commitment in place providing for the Interconnection Customers to fund and the right to use the Internal ETU. The CSIS shall evaluate the proposed interconnections to the New England Transmission System under the NC Interconnection Standard consistent with Section 3.2.2 of this ETU IP and as detailed in the ISO New England Planning Procedures. Consistent with the NC Interconnection Standard, the evaluation will include conditions where the projects proposed in the Interconnection Requests that are included in the CSIS are not dispatched against each other if they do not share a system constraint that would provide the basis for a redispatch condition. The CSIS shall consist of the analysis specified in Section 7.3 of this ETU IP except for analysis associated with an Interconnection Feasibility Study or a preliminary, non binding, analysis. An Interconnection Customer with an Interconnection Request being studied as part of the CSIS cannot elect to have the Interconnection Feasibility Study or a preliminary, non binding, analysis performed as part of the CSIS.~~

~~**4.2.3.5. Restudy of Cluster Interconnection System Impact Study.** In addition to the circumstances specified in Section 7.6 of this ETU IP, a re-study of the CSIS is required due to the withdrawal of an Interconnection Request that had been included in the CSIS. Upon withdrawal of an Interconnection Request that had been included in the CSIS, the System Operator will backfill the CSIS with eligible Interconnection Requests pursuant to Section 4.2.3.3.3. A re-study will be conducted to determine if there are any changes in the upgrades identified during the CSIS with the exception of the CETU identified in the final CRPS report, which shall remain configured consistent with the megawatt quantity(ies) considered in the final CRPS report.~~

#### **4.2.4. Cluster Interconnection Facilities Study.**

The following provisions shall only apply to Interconnection Customers that executed a CFAC prior to the effective date of this ETU IP.

Notwithstanding any other provision in this ETU IP, an Interconnection Customer with an Interconnection Request included in a completed CSIS will not be eligible to waive the, or request a separate, CFAC. All Interconnection Customers with an Interconnection Request included in a completed CSIS shall be studied together in the CFAC for the purpose of implementing the conclusions of the CSIS with respect to non-sole use facilities.

**4.2.4.1 Cluster Interconnection Facilities Study Entry Requirements.** An Interconnection Customer with an Interconnection Request that was included in a completed CSIS shall execute an Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to the System Operator, together with the required technical data and refundable deposit for the Interconnection Facilities Study as specified in Section 8.1 of this ETU IP.

**4.2.4.2. Scope of Interconnection Facilities Study.** The CFAC will be conducted in accordance with Sections 8.2 and 8.3 of this ETU IP based on a +/- 20 percent good faith cost estimate.

**4.2.4.3 Re-study of the Interconnection Facilities Study.** In addition to the circumstances specified in Section 8.5 of this ETU IP, a re-study of the CFAC is required due to the withdrawal of an Interconnection Request that had been included in the CFAC. ~~Upon withdrawal of an Interconnection Request included in the CFAC, the System Operator will backfill the CSIS with eligible Interconnection Requests pursuant to Section 4.2.3.3.3.~~ A re-study of the CSIS and CFAC will be conducted to determine if there are any changes in the upgrades identified during the CSIS and CFAC with the exception of the CETU identified in the final CRPS report, which shall remain configured consistent with the megawatt quantity(ies) considered in the final CRPS report.

**4.2.4.4 Additional ~~Cluster~~ CETU Participation Deposit.** Within thirty (30) Calendar Days after receipt of the final CFAC report in accordance with Section 8.3 of this ETU IP, an Interconnection Customer with an Interconnection Request included in the CFAC shall submit to the System Operator an additional ~~Cluster~~ CETU Participation Deposit equal to: (a) for an External ETU, five (5) percent of ~~the Interconnection Customer~~ Interconnection Customer's cost allocation responsibility for the CETU and

associated system upgrades to be determined based on the cost estimates provided in the final CFAC report, or (b) for an Internal ETU, the lesser of \$1,000,000 or five (5) percent of ~~the Interconnection Customer~~Interconnection Customer's estimated costs for the Internal ETU as of the time the additional Cluster Participation Deposit is due. Cost allocation of the CETU and associated system upgrades shall be in accordance with Schedule 11, Section II of this Tariff.

The additional ~~Cluster-CETU~~ Participation Deposit provided under this Section 4.2.4.4 will be fully refunded (with interest to be calculated in accordance with Section 3.6 of this ETU IP) to Interconnection Customer that submitted the additional ~~Cluster-CETU~~ Participation Deposit ~~if (i) at the time Interconnection Customer with an Interconnection Request included in this CSIS provides to the Interconnecting Transmission Owner the deposit specified in dection 11.3.1.2 of this ETU IP or (ii) if all Interconnection Requests included in the cluster withdraw from the interconnect queue, the conditions specified in Sections 4.2.3.2.2(3)(v), (vi) or (vii) above occur.~~

Otherwise, the additional ~~Cluster-CETU~~ Participation Deposit shall be non-refundable if ~~the Interconnection Customer~~Interconnection Customer withdraws its Interconnection Request or the Interconnection Request is withdrawn from the interconnection queue. The non-refundable additional ~~Cluster-CETU~~ Participation Deposits shall be re-allocated, according to the cost allocation methodology contained in Schedule 11, to ~~the Interconnection Customer~~Interconnection Customers with Interconnection Requests included in a cluster at the time the facilities proposed in the Interconnection Requests achieve Commercial Operation.

#### **4.3 Transferability of Queue Position.**

An Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Elective Transmission Upgrade identified in the Interconnection Request and the Point of Interconnection does not change. ~~The Interconnection Customer~~Interconnection Customer must notify the System Operator, in writing, of any transfers of Queue Position and must provide the System Operator with the transferee's contact information, and System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same.

#### **4.4 Modifications.**

~~The Interconnection Customer~~Interconnection Customer shall submit to System Operator and Interconnecting Transmission Owner, in writing, modifications to any information provided in the Interconnection Request, including its attachments. ~~The Interconnection Customer~~Interconnection Customer shall retain its Queue Position if the modifications are in accordance with Sections 4.4.1, ~~or~~ 4.4.4, or 7.5 of this ETU IP, or are determined not to be Material Modifications pursuant to Section 4.4.2. The System Operator will notify the Interconnecting Transmission Owner, and, when System Operator deems it appropriate in accordance with applicable codes of conduct and confidentiality requirements, it will notify any Affected Party or Internal Affected Party of such modifications.

A new Interconnection Request shall be required to: (1) increase the capability of an Elective Transmission Upgrade above that specified in an Interconnection Request, or an existing Interconnection Agreement (whether executed or filed in unexecuted form with the Commission); (2) change from NI Interconnection Service to CNI Interconnection Service, in which case a new Interconnection Request for CNI Interconnection Service shall be required to be submitted during a future Customer Entry Window; or (3) change the objective specified in an Interconnection Request. ~~Such new Interconnection Request will receive the lowest Queue Position available at the time the Interconnection Request is submitted for purposes of cost allocation and study analysis. Notwithstanding the foregoing, for Interconnection Requests deemed valid prior to June 1, 2020, the following timeout rules shall apply: (1) an Interconnection Customer with an Interconnection Request for CNI Interconnection Service has until the Forward Capacity Auction for which the associated Capacity Commitment Period begins less than seven (7) years (or the years agreed to pursuant to Section 3.3.1 or Section 4.4.5) from the date of the original Interconnection Request for CNI Interconnection Service for an Import Capacity Resource(s) associated with its Elective Transmission Upgrade to clear the entire megawatt amount for which CNI Interconnection Service was requested; and (2) a new Interconnection Request for CNI Interconnection Service will be required for the Elective Transmission Upgrade to enable the participation of an Import Capacity Resource in any subsequent auctions. The foregoing timeout rules shall not apply to Interconnection Requests deemed valid after May 31, 2020.~~

During the course of the Interconnection Studies, ~~either the~~ System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to

accommodate the Interconnection Request. To the extent the identified changes do not constitute a Material Modification and are acceptable to the Parties, such acceptance not to be unreasonably withheld, System Operator and ~~the~~ Interconnecting Transmission Owner shall modify the Point(s) of Interconnection prior to the completion of a Cluster Study and/or configuration in accordance with such changes and proceed with any re-studies necessary to do so in accordance with Section 6.4, Section 7.6 and Section 8.5 as applicable and Interconnection Customer shall retain its Queue Position.

**4.4.1** Prior to the return of the Cluster Study Agreement, or Transitional Cluster Study Agreement~~commencement of the Interconnection System Impact Study~~, modifications permitted under this Section shall include specifically: (a) a decrease of up to 60 percent in the capability of the proposed project; (b) modifying the technical parameters associated with the Elective Transmission Upgrade technology or characteristics; and (c) modifying the interconnection configuration. ~~Notwithstanding the foregoing, an Interconnection Customer may decrease the electrical output of a proposed Elective Transmission Upgrade after the Cluster Entry Deadline specified in Section 4.2.3.1 of this ETU IP; however, the requesting Interconnection Customer remains responsible for costs corresponding to the megawatt quantity requested as of the Cluster Entry Deadline.~~

**4.4.2** Prior to making any modification other than those specifically permitted by Sections 4.4.1, ~~and~~ 4.4.4, or 7.5 of this ETU IP, Interconnection Customer may first request that ~~the~~ System Operator and Interconnecting Transmission Owner evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, ~~the~~ System Operator in consultation with ~~the~~ Interconnecting Transmission Owner, and in consultation with any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall evaluate, at ~~the~~ Interconnection Customer's cost, the proposed modifications prior to making them and ~~the~~ System Operator will inform ~~the~~ Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Any change to the Point(s) of Interconnection, except those deemed acceptable under Sections 4.4.1, 6.1, 7.2 of this ETU IP or so allowed elsewhere, shall constitute a Material Modification. ~~The~~ Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.

**4.4.3** Upon receipt of Interconnection Customer's request for modification that does not constitute a Material Modification and therefore is permitted under this Section 4.4 of this ETU IP, the System

Operator in consultation with ~~the~~ Interconnecting Transmission Owner and in consultation with any Affected Party or Internal Affected Party as deemed appropriate by ~~the~~ System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall commence and perform any necessary additional studies as soon as practicable, but in no event shall ~~the~~ System Operator, Interconnecting Transmission Owner, or Affected Party or Internal Affected Party commence such studies later than thirty (30) Calendar Days after receiving notice of Interconnection Customer's request. Any additional studies resulting from such modification shall be done at Interconnection Customer's cost. Any such request for modification of the Interconnection Request must be accompanied by any resulting updates to the models described in Attachment A to the Appendix 1 of this ETU IP.

**4.4.4** Extensions of less than three (3) cumulative years in the Commercial Operation Date, In-Service Date or Trial Operation Date of the Elective Transmission Upgrade to which the Interconnection Request relates are not material and should be handled through construction sequencing, provided that the extension(s) do not exceed seven (7) years from the date the Interconnection Request was received by ~~the~~ System Operator. For purposes of this Section 4.4.4, the Commercial Operation Date reflected in the initial Interconnection Request shall be used to calculate the permissible extension prior to Interconnection Customer executing an ETU IA or requesting that the ETU IA be filed unexecuted. After an ETU IA is executed or requested to be filed unexecuted, the Commercial Operation Date reflected in the ETU IA shall be used to calculate the permissible extension. Such cumulative extensions may not exceed three years including both extensions requested after execution of the ETU IA by Interconnection Customer or the filing of an unexecuted ETU IA by System Operator and those requested prior to execution of the ETU IA by Interconnection Customer or the filing of an unexecuted ETU IA by System Operator.

**4.4.5** Extensions of three (3) or more cumulative years in the Commercial Operation Date, In-Service Date or Trial Operation Date of the Elective Transmission Upgrade to which the Interconnection Request relates or any extension of a duration that results in the Trial Operation Date exceeding the date the Interconnection Request was received by ~~the~~ System Operator by seven (7) or more years is a Material Modification unless ~~the~~ Interconnection Customer demonstrates to ~~the~~ System Operator due diligence in pursuit of permitting, licensing and construction of the Elective Transmission Upgrade to meet the Commercial Operation Date, In-Service Date or Trial Operation Date provided in the Interconnection Request. Such demonstration shall be based on evidence to be provided by ~~the~~ Interconnection Customer

of accomplishments in permitting, licensing, and construction in an effort to meet the Commercial Operation Date, In-Service Date or Trial Operation Date provided in this Interconnection Request. Such evidence may include filed documents, records of public hearings, governmental agency findings, documentation of actual construction progress, including the previous four (4) months. If the evidence demonstrates that ~~the~~ Interconnection Customer did not undertake reasonable efforts to meet the Commercial Operation Date, In-Service Date or Trial Operation Date specified in the Interconnection Request, or demonstrates that reasonable efforts were not undertaken until four (4) months prior to the request for extension, the request for extension shall constitute a Material Modification. ~~The~~ Interconnection Customer may then withdraw the proposed Material Modification or proceed with a new Interconnection Request for such modification.

## **SECTION 5. PROCEDURES FOR TRANSITION.**

### **5.1**

#### **Procedures for Transitioning to the Cluster Study Process**

##### **5.1.1**

Any Interconnection Customer assigned a Queue Position as of thirty (30) Calendar Days after May 1, 2024 (the filing date of this ETU IP) shall retain that Queue Position subject to the requirements in Sections 5.1.1.1 and 5.1.1.2 of this ETU IP. Any Interconnection Customer that fails to meet the entry requirements shall have its Interconnection Request deemed withdrawn by System Operator pursuant to Section 3.7 of this ETU IP without further opportunity to cure. In such case, System Operator shall not assess Interconnection Customer any Withdrawal Penalty.

Any Interconnection Customer that has accepted a final Interconnection Facilities Study Report before the commencement of the studies under the transition process set forth in this section shall be tendered an ETU IA pursuant to Section 11 of this ETU IP, and shall not be required to enter this transition process.

System Operator shall not accept Interconnection Requests submitted after the thirty (30) Calendar Day period described in this section until such time as the first Cluster Request Window opens.

**5.1.1.1 Transitional Serial Study.** An Interconnection Customer that has been tendered an Interconnection Facilities Study Agreement (other than a CFAC Agreement) as of thirty (30) Calendar

Days after May 14, 2024 (the filing date of this ETU IP) may opt to proceed with an Interconnection Facilities Study or proceed to directly to ETU IA negotiations. System Operator shall tender each eligible Interconnection Customer a Transitional Serial Interconnection Facilities Study Agreement, in the form of Appendix 68 to this ETU IP, no later than the Commission-approved effective date of this ETU IP. System Operator shall proceed with the Interconnection Facilities Study, provided that Interconnection Customer: (1) meets each of the following requirements; and (2) executes the Transitional Serial Interconnection Facilities Study Agreement within sixty (60) Calendar Days of the Commission-approved effective date of this ETU IP. If an eligible Interconnection Customer does not meet these requirements, its Interconnection Request shall be deemed withdrawn without further opportunity to cure and without penalty. System Operator must commence the Transitional Serial Interconnection Facilities Study at the conclusion of this sixty (60) Calendar Day period. Transitional Serial Interconnection Facilities Study costs shall be allocated according to the method described in Section 13.3 of this ETU IP.

All of the following must be included when an Interconnection Customer returns the Transitional Serial Interconnection Facilities Study Agreement:

- (1) A deposit equal to one hundred percent (100%) of the costs identified for Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades in Interconnection Customer's system impact study report. If Interconnection Customer does not withdraw, the deposit shall be trued up to actual costs once they are known and applied to future construction costs described in Interconnection Customer's eventual ETU IA. Any amounts in excess of the actual construction costs shall be returned to Interconnection Customer within thirty (30) Calendar Days of the issuance of a final invoice for construction costs, in accordance with Article 12.2 of the pro forma ETU IA. If Interconnection Customer withdraws or otherwise does not reach Commercial Operation, System Operator shall refund the remaining deposit after the final invoice for study costs and Transitional Withdrawal Penalty is settled. The deposit shall be in the form of an irrevocable letter of credit, or cash where cash deposits shall be treated according to Section 3.7 of this ETU IP.
- (2) Exclusive Site Control for 100% of the proposed Elective ~~Transmission~~ Transmission Upgrade.
- (3) A study deposit in the amount of the greater of \$250,000 or estimated study costs.



Interconnecting Transmission Owner and System Operator shall conduct each Transitional Serial Interconnection Facilities Study and issue the associated Transitional Serial Interconnection Facilities Study Report within one hundred fifty (150) Calendar Days of the Commission-approved effective date of this ETU IP.

After System Operator issues each Transitional Interconnection Facilities Study Report, Interconnection Customer shall proceed pursuant to Section 11 of this ETU IP. If Interconnection Customer withdraws its Interconnection Request or if Interconnection Customer's Elective Transmission Upgrade otherwise does not reach Commercial Operation, a Withdrawal Penalty shall be imposed on Interconnection Customer equal to nine (9) times Interconnection Customer's total study cost incurred since entering the System Operator's interconnection queue (including the cost of studies conducted under Section 5 of this ETU IP).

#### **5.1.1.2 Transitional Cluster Study**

An Interconnection Customer with an assigned Queue Position as of thirty (30) Calendar Days after May 14, 2024 (the filing date of this ETU IP) may opt to proceed with a Transitional Cluster Study. System Operator shall tender each eligible Interconnection Customer a Transitional Cluster Study Agreement, in the form of Appendix 57 to this ETU IP, no later than the Commission-approved effective date of this ETU IP. System Operator shall proceed with the Transitional Cluster Study that includes each Interconnection Customer that: (1) meets each of the following requirements listed as (1) – (5) in this section; and (2) executes the Transitional Cluster Study Agreement within sixty (60) Calendar Days of the Commission-approved effective date of this ETU IP. All Interconnection Requests that enter the Transitional Cluster Study shall be considered to have an equal Queue Position that is lower than Interconnection Customer(s) proceeding with Transitional Serial Interconnection Facilities Study. If an eligible Interconnection Customer does not meet these requirements, its Interconnection Request shall be deemed withdrawn without penalty and with no further opportunity to cure. System Operator must commence the Transitional Cluster Study at the conclusion of this sixty (60) Calendar Day period. All identified Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrade costs shall be allocated in the manner described in Schedule 11 to the OATT. Transitional Cluster Study costs shall be allocated according to the method described in Section 13.3 of this ETU IP. Interconnection Customers for which the System Operator projects to complete the system impact studies between June 13, 2024 and August 30, 2024, shall be tendered a Transitional Cluster Study Agreement, in the form of Appendix 57 to this ETU IP, no later than the Commission-approved effective date of this ETU IP.

However, if Interconnection Customer accepts the results of its system impact study on or before July 1, 2024, the System Operator shall not include the Interconnection Request in the Transitional Cluster Study and instead tender an Interconnection Agreement pursuant to Section 11 of this ETU IP, and refund any deposits associated with participation in the Transitional Cluster Study.

Notwithstanding any other provision, an Interconnection Customer with a valid Queue Position prior to June 13, 2024 that includes a Commercial Operation Date earlier than April 28, 2028, may make a one-time extension to its requested Commercial Operation Date upon entry into the Transitional Cluster Study, where any such extension shall not result in a Commercial Operation Date later than April 28, 2028

All of the following must be included when an Interconnection Customer returns the Transitional Cluster Study Agreement:

- (1) A selection of either Network Import Interconnection Service or Capacity Network Import Interconnection Service. Upon making this selection, an Interconnection Customer requesting CNI Interconnection Service may request that System Operator reduce the Interconnection Request from CNI Interconnection Service to NI Interconnection Service if the System Operator identifies thermal violations in the analysis associated with CNI Interconnection Service testing conditions that are not identified in the analysis associated with the NI Interconnection Service testing conditions for the Interconnection Request. System Operator will notify ~~the Interconnection Customer~~ Interconnection Customer that its Interconnection Request has been reduced to NI Interconnection Service, and list the thermal violations identified in the analysis associated with CNI Interconnection Service testing conditions in the Cluster Study Report.
- (2) A deposit of five million dollars (\$5,000,000) for all Internal Elective Transmission Upgrade Interconnection Requests and those seeking NRI Interconnection Service or CNRI Interconnection Service, and one million (\$1,000,000) for Interconnection Requests for which Interconnection Studies for NI Interconnection Service have been completed but have not achieved CNI Interconnection Service or for Interconnection Requests seeking to change from existing NI Interconnection Service to CNI Interconnection Service. The deposit shall be in the form of an irrevocable letter of credit- or cash where cash deposits shall be treated according to Section 3.7 of this ETU IP. If Interconnection Customer does not withdraw, the deposit shall be

reconciled with and applied towards future construction costs described in the ETU IA. Any amounts in excess of the actual construction costs shall be returned to Interconnection Customer within thirty (30) Calendar Days of the issuance of a final invoice for construction costs, in accordance with Article 12.2 of the pro forma ETU IA. If Interconnection Customer withdraws or otherwise does not reach Commercial Operation, System Operator must refund the remaining deposit once the final invoice for study costs and Transitional Withdrawal Penalty is settled.

(3) Exclusive Site Control for 100% of the proposed Elective Transmission Upgrade.

(4) A study deposit in the amount of \$250,000 for all Internal Elective Transmission Upgrade Interconnection Requests seeking NI Interconnection Service or CNI Interconnection Service, and one hundred thousand (\$100,000) for Interconnection Requests or which Interconnection Studies for NI Interconnection Service have been completed but have not achieved CNI Interconnection Service or for Interconnection Requests seeking to change from existing NI Interconnection Service to CNI Interconnection Service. Any unused balance of the study deposit associated with the Interconnection Request shall be applied toward the study deposit associated with the Transitional Cluster Study Agreement.

(5) All technical data required under Appendix 1, Attachment A and Attachment A-1 (if applicable) of this LGIP to the extent Interconnection Customer has not already provided such data.

System Operator shall conduct the Transitional Cluster Study and issue both an associated interim Transitional Cluster Study Report and an associated final Transitional Cluster Study Report. The Study Case for the Transitional Cluster Study shall include any CETU and associated system upgrades identified in a final CRPS Report prior to the opening of the Transitional Cluster Study, provided that System Operator receives Interconnection Requests that require such CETU. Consistent with the NC Interconnection Standard, the evaluation will include conditions where the projects proposed in the Interconnection Requests that are included in the CSIS are not dispatched against each other if they do not share a system constraint that would provide the basis for a redispatch condition. The CETU shall remain configured consistent with the megawatt quantity(ies) specified in the final CRPS report. In the event that all CETU-eligible Interconnection Requests withdraw from the Transitional Cluster Study, the CETU shall be removed from the Study Case. An Internal ETU can be considered, and included in the

Transitional Cluster Study, in place of a CETU, or portion thereof, if all of Interconnection Customers with Interconnection Requests included in the cluster that the ISO has determined need to use the Internal ETU have indicated by the end of the deadline to submit the Transitional Cluster Study Agreement that they have a contractual commitment in place providing for Interconnection Customers to fund and the right to use the Internal ETU.

The interim Transitional Cluster Study Report shall provide the following information:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- identification of any thermal overload or voltage limit violations resulting from the interconnection;
- identification of Contingent Facilities;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and
- Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades that are expected to be required as a result of the Interconnection Request(s) and a non-binding, good faith estimate of cost responsibility and a non-binding, good faith estimated time to construct.

In addition to the information provided in the interim Transitional Cluster Study Report, the final Transitional Cluster Study Report shall provide a description of, estimated cost of, and schedule for construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades required to interconnect the Generating Facility to the Administered Transmission System that resolve issues identified in the interim Transitional Cluster Study Report.

The interim and final Transitional Cluster Study Reports shall be issued within three hundred (300) and three hundred sixty (360) Calendar Days of the Commission-approved effective date of this ETU IP, respectively, and shall be posted on System Operator's OASIS consistent with the posting of other study results pursuant to Section 3.5.1 of this ETU IP. Interconnection Customer shall have thirty (30) Calendar Days to comment on the interim Transitional Cluster Study Report, once it has been received.

After System Operator issues the final Transitional Cluster Study Report, Interconnection Customer shall proceed pursuant to Section 11 of this ETU IP. If Interconnection Customer withdraws its

Interconnection Request or if Interconnection Customer's Elective Transmission Upgrade otherwise does not reach Commercial Operation, a Transitional Withdrawal Penalty will be imposed on Interconnection Customer equal to nine (9) times Interconnection Customer's total -study cost incurred since entering the System Operator's interconnection queue (including the cost of studies conducted under Section 5 of this ETU IP.

### **5.1.1.3 Transitional CNR Group Study**

In accordance with Section III.13.1.1.2.3A, System Operator shall conduct a Transitional CNR Group Study following the effective date of this LGIP. An Interconnection Customer with an assigned Queue Position as of May 14, 2024 may participate in the Transitional CNR Group Study, and consistent with Section II.48 of the Tariff, achieve CNI Interconnection Service. Any Interconnection Customer seeking to establish CNI Interconnection through this study must (1) have a valid Interconnection Request seeking CNI Interconnection Service, (2) submit a New Capacity Show of Interest Form to participate in the interim reconfiguration auction qualification process, (3) have not secured a Capacity Supply Obligation prior to September 4, 2024, (4) have a completed System Impact Study or Interconnection Agreement establishing NI Interconnection Service on or before July 1, 2024, and 5) have a Commercial Operation Date prior to June 1, 2028.

System Operator shall conduct the study by performing an overlapping impacts analysis in the manner used for CNR Group Studies conducted prior to the effective date of this LGIP and as described in ISO Section III.13.1.1.2.3A and the ISO New England Planning Procedures. The Transitional CNR Group Study shall assure that Interconnection Customer's Large Generating Facility can be interconnected in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resources and Elective Transmission Upgrades with CNI Interconnection Service, in accordance with the CC Interconnection Standard and as detailed in the ISO New England Planning Procedures.

Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service submitted to the System Operator pursuant to Schedules 22, 23, or 25 of Section II of the Tariff and interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates pursuant to the applicable state tariff, rules or procedures that have obtained Proposed Plan Application approval from the System Operator pursuant to Section I.3.9 of the Tariff shall be included in the Transitional CNR Group Study in order of submission/approval (the dates of submission shall be used for

Interconnection Requests submitted to the System Operator and the dates of Proposed Plan Application approval shall be used for interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates). Interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates that have not yet received the System Operator's approval for their Proposed Plan Applications under Section I.3.9 of the Tariff at the commencement of the Transitional CNR Group Study shall be included in the Transitional CNR Group Study after all Interconnection Requests submitted to the System Operator pursuant to Schedules 22, 23, or 25 of Section II of the Tariff and all interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates pursuant to the applicable state tariff, rules or procedures that have obtained Proposed Plan Application approval from the System Operator pursuant to Section I.3.9 of the Tariff have been included in the Transitional CNR Group Study in order of submission to the Interconnecting Transmission Owners or their distribution company affiliates.

Where an Interconnection Customer with a CNR or CNI Interconnection Service Interconnection Request submits a Show of Interest Form to participate in the Transitional CNR Group Study, and identifies in that Show of Interest Form that one or more Elective Transmission Upgrade Interconnection Request(s) for an Internal ETU (with a completed Interconnection System Impact Study), that is not already included in the network model pursuant to Section III.12 of the Tariff supports its deliverability, the CNR or CNI Interconnection Request will be included in the Transitional CNR Group Study at the lowest of the CNR or CNI Interconnection Request's or its associated Elective Transmission Upgrade Interconnection Request(s) for the Internal ETU's Queue Position. Where multiple Interconnection Customers' CNR or CNI Interconnection Service Interconnection Requests are associated with the same lower Queue Position for an Elective Transmission Upgrade Interconnection Request for an Internal ETU in the CNR Group Study, the CNR Interconnection Request's Queue Position will be used as the tie breaker to dictate the relative order in which the CNR Interconnection Service Interconnection Request will be included in the CNR Group Study.

Any Interconnection Customer seeking to participate in the Transitional CNR Group Study that receives a qualification determination notification under Section III.13.1.1.2.8 of the Tariff, must provide, a Commercial Readiness Deposit of one million dollars (\$1,000,000) in the form of an irrevocable letter of credit, cash, or a combination thereof prior to the opening of the window to elect critical path schedule monitoring. Such deposit shall be refunded to ~~the Interconnection Customer~~ Interconnection Customer: upon the Elective Transmission Upgrade achieving Commercial Operation. If ~~the Interconnection~~

Customer Interconnection Customer does not achieves Commercial Operation, System Operator shall refund the deposit to Interconnection Customer in accordance with Section 3.7 of this ETU IP.

**~~Rules for Establishing Queue Position for Interconnection Requests Pending Prior to February 16, 2015.~~**

**~~5.1.1~~**—An Interconnection Customer with a request for Elective Transmission Upgrade submitted prior to February 16, 2015, shall be assigned a Queue Position pursuant to the following provisions:

**~~5.1.1.1~~** If the Interconnection Customer's Elective Transmission Upgrade has received an approval pursuant to Section I.3.9 of the Tariff prior to February 16, 2015:

**~~5.1.1.1.1~~** The Interconnection Request shall be assigned a Queue Position based on the date of the Elective Transmission Upgrade's approval pursuant to Section I.3.9 of the Tariff and shall be respected by all Interconnection Requests with a lower Queue Position than the Elective Transmission Upgrade's assigned Queue Position. The assigned Queue Position for an Interconnection Request of an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility shall be for NI Interconnection Service. Within sixty (60) days from February 16, 2015, the Interconnection Customer must: (a) proceed as directed in Section 8 of this ETU IP, and (b) submit a deposit of \$47,500 for the difference between the former Elective Transmission Upgrade application deposit (*i.e.*, \$2,500) and the new Elective Transmission Upgrade Interconnection Request deposit (*i.e.*, \$50,000) to be applied toward the costs of developing the ETU IA. Notwithstanding any other provision in this ETU IP, if the Interconnection Customer fails to meet these requirements within a period not to exceed sixty (60) days, the Interconnection Request will be deemed withdrawn.—

**~~5.1.1.1.2~~** The Interconnection Request shall be assigned a placeholder to establish a separate Queue Position for CNI Interconnection Service if the Interconnection Customer proposing an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility submits a valid Interconnection Request for CNI Interconnection Service within sixty (60) days from February 16, 2015.— The Interconnection Customer's Interconnection Request for CNI Interconnection Service may also include a request for Long Lead Facility Treatment, which shall be subject to review pursuant to Section 3.2.3, and, if applicable, a request for a change of the Commercial Operation Date, in accordance with Sections 4.4.4 and 4.4.5. The placeholder for such Queue Position shall be at the bottom of the queue as



~~of February 16, 2015, in relative order with any other Elective Transmission Upgrade Interconnection Request that falls under this Section 5.1.1.1.2. Notwithstanding any other provision in this ETU IP, if a valid Interconnection Request for CNI Interconnection Service is not submitted within a period not to exceed sixty (60) days from February 16, 2015, the placeholder Queue Position shall be deemed withdrawn.~~

~~**5.1.1.2** If the Interconnection Customer's Elective Transmission Upgrade has not received an approval pursuant to Section I.3.9 of the Tariff prior to February 16, 2015:~~

~~**5.1.1.2.1** An Interconnection Request with a System Impact Study Agreement that has been executed prior to February 16, 2015, and has been recognized by the System Operator as actively under study, shall be assigned a Queue Position at the bottom of the queue as of February 16, 2015, below the Queue Position of the Elective Transmission Upgrade Interconnection Requests that fall under Section 5.1.1.1.2 and in relative order based on the date of the former Elective Transmission Upgrade application submitted pursuant to Section II.47.5 of the Tariff, with any other Elective Transmission Upgrade Interconnection Request that falls under this Section 5.1.1.2.1. The assigned Queue Position of an Interconnection Request for an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility shall be for CNI Interconnection Service unless the Interconnection Customer indicates in its updated Interconnection Request that it only seeks NI Interconnection Service. The System Impact Study shall be completed, and any subsequent Interconnection Studies shall be processed, in accordance with the version of the ETU IP in effect on February 16, 2015 (or as revised thereafter), including potential re-study to accommodate the revised queue. Within sixty (60) days from February 16, 2015, the Interconnection Customer shall submit: (a) an updated Interconnection Request for the same Elective Transmission Upgrade proposed in the former Elective Transmission Upgrade application submitted under Section II.47.5 of the Tariff together with all data requested to facilitate the System Operator, in coordination with Interconnecting Transmission Owner and Affected Party as deemed appropriate by the System Operator, completion of the System Impact Study, and (b) a deposit of \$250,000 minus any amounts already paid to the System Operator for estimated costs of the System Operator and the Interconnecting Transmission Owner to be applied toward the costs of the remaining study work and development of the ETU IA. At that time, Interconnection Customers with an Interconnection Request for CNI Interconnection Service may also include in its updated Interconnection Request a request for Long Lead Facility Treatment, which shall be subject to review pursuant to Section 3.2.3, and, if applicable, a request for a change of the Commercial Operation Date, in accordance with Sections 4.4.4~~



and 4.4.5. Notwithstanding any other provision in this ETU IP, if the Interconnection Customer fails to meet these requirements within a period not to exceed sixty (60) days, the Interconnection Request shall be deemed withdrawn.—

~~5.1.1.2.2~~ An Interconnection Customer with a System Impact Study Agreement that has been executed prior to February 16, 2015, but is not recognized by the System Operator as actively under study, shall be assigned a Queue Position at the bottom of the queue as of February 16, 2015, below the Queue Position of the Elective Transmission Upgrade Interconnection Requests that fall under Section 5.1.1.2.1 and in relative order with any other Elective Transmission Upgrade Interconnection Request that falls under this Section 5.1.1.2.2. The assigned Queue Position of an Interconnection Request for an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility shall be for CNI Interconnection Service unless the Interconnection Customer indicates in its updated Interconnection Request that it only seeks NI Interconnection Service. The System Impact Study shall be completed, and any subsequent Interconnection Studies shall be processed, in accordance with the version of the ETU IP in effective on February 16, 2015 (or as revised thereafter), including potential re-study to accommodate the revised queue. Within sixty (60) days from February 16, 2015, the Interconnection Customer shall submit: (a) an updated Interconnection Request for the same Elective Transmission Upgrade proposed in the former Elective Transmission Upgrade application submitted under Section II.47.5 of the Tariff together with all data requested to facilitate the System Operator, in coordination with Interconnecting Transmission Owner and Affected Party as deemed appropriate by the System Operator, conduct of the System Impact Study, and (b) \$250,000 to be applied toward the costs of the System Impact Study and development of the ETU IA. At that time, Interconnection Customers with an Interconnection Request for CNI Interconnection Service may also include in its updated Interconnection Request a request for Long Lead Facility Treatment, which shall be subject to review pursuant to Section 3.2.3, and, if applicable, a request for a change of the Commercial Operation Date, in accordance with Sections 4.4.4 and 4.4.5. Notwithstanding any other provision in this ETU IA, if the Interconnection Customer fails to meet these requirements within a period not to exceed sixty (60) days, the Interconnection Request shall be deemed withdrawn.—

~~5.1.1.2.3~~ An Interconnection Customer that does not have an executed System Impact Study Agreement prior to February 16, 2015, shall be assigned a Queue Position at the bottom of the queue as of February 16, 2015, below the Queue Position of the Elective Transmission Upgrade Interconnection Requests that fall under Section 5.1.1.2.2 and in relative order with any other Elective Transmission Upgrade

~~Interconnection Request that falls under this Section 5.1.1.2.3. The assigned Queue Position of an Interconnection Request for an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility shall be for CNI Interconnection Service unless the Interconnection Customer provides written notification to the System Operator that it seeks only NI Interconnection Service. Within sixty (60) days from February 16, 2015, the Interconnection Customer shall: (a) submit an updated Interconnection Request for the same Elective Transmission Upgrade proposed in the former Elective Transmission Upgrade application submitted under Section II.47.5 of the Tariff together with all data requested to facilitate the System Operator, in coordination with Interconnecting Transmission Owner and Affected Party as deemed appropriate by the System Operator, conduct of the Interconnection Studies, (b) submit a deposit of \$47,500 for the difference between the former Elective Transmission Upgrade application deposit (i.e., \$ 2,500) and the new Elective Transmission Upgrade Interconnection Request deposit (i.e., \$50,000) to be applied toward the costs of the Interconnection Studies and development of the ETU IA, and (c) proceed as directed in Section 6 of this ETU IP. At that time, Interconnection Customers with an Interconnection Request for CNI Interconnection Service may also include a request for Long Lead Facility Treatment, which shall be subject to review pursuant to Section 3.2.3, and, if applicable, a request for a change of the Commercial Operation Date, in accordance with Sections 4.4.4 and 4.4.5. Interconnection Studies shall be processed in accordance with the version of the ETU IP in effective on February 16, 2015 (or as revised thereafter). Notwithstanding any other provision in this ETU IP, if the Interconnection Customer fails to meet these requirements within a period not to exceed sixty (60) days, the Interconnection Request shall be deemed withdrawn.——~~

## **~~5.2——Transition Rules for Pending Interconnection Requests After February 16, 2015.~~**

**~~5.2.1——~~** Any Interconnection Customer assigned a Queue Position prior to November, 1 2017, shall retain that Queue Position subject to Section 4.4 of this ETU IP.

**~~5.2.1.1~~** If an Interconnection Study Agreement has not been executed prior to November 1, 2017, then such Interconnection Study, and any subsequent Interconnection Studies, shall be processed in accordance with the version of this ETU IP in effect on November 1, 2017 (or as revised thereafter).

**~~5.2.1.2~~** If an Interconnection Study Agreement has been executed prior to November 1, 2017 and is actively under study, such Interconnection Study shall be completed in accordance with the terms of such agreement. If an Interconnection Study Agreement has been executed prior to November 1, 2017, but the

~~Interconnection Study has not commenced, such Interconnection Study shall be completed, and any subsequent Interconnection Studies shall be processed, in accordance with the version of the ETU IP in effect on November 1, 2017. Interconnection Studies for Interconnection Requests seeking to interconnect into the Northern and Western Maine parts of the New England Control Area that do not have a completed Interconnection System Impact Study by November 1, 2017 shall be included in the Maine Resource Integration Study, which shall be the first CRPS. The Interconnection Customers identified in the Maine Resource Integration Study as eligible to participate in the associated Cluster System Impact Study shall make one of the elections and complete the associated requirements specified in Section 4.2.3.2 of this ETU IP within thirty (30) Calendar Days from the later of November 1, 2017 or the issuance of the final Maine Resource Integration Study report. If the Interconnection Customer does not make one of the elections and complete the associated requirements by the thirtieth Calendar Day, the System Operator shall automatically withdraw the Interconnection Request from the interconnection queue without further opportunity to cure.~~

~~**5.2.2** Transition Period. To the extent necessary, the System Operator, Interconnection Customers with an outstanding Interconnection Request (i.e., an Interconnection Request for which an ETU IA has neither been executed nor submitted to the Commission for approval prior to November 1, 2017), Interconnecting Transmission Owner and any other Affected Parties, shall transition to proceeding under the version of the ETU IP in effect as of November 1, 2017 (or as revised thereafter) within a reasonable period of time not to exceed sixty (60) Calendar Days. The use of the term “outstanding Interconnection Request” herein shall mean any Interconnection Request, on November 1, 2017: (i) that has been submitted, together with the required deposit and attachments, but not yet accepted by the System Operator; (ii) where the related ETU IA has not yet been submitted to the Commission for approval in executed or unexecuted form, (iii) where the relevant Interconnection Study Agreements have not yet been executed, or (iv) where any of the relevant Interconnection Studies are in process but not yet completed. Any Interconnection Customer with an outstanding Interconnection Request as of the effective date of this ETU IP may request a reasonable extension of the next applicable deadline if necessary to avoid undue hardship or prejudice to its Interconnection Request. A reasonable extension, not to exceed sixty (60) Calendar Days, shall be granted by the System Operator to the extent consistent with the intent and process provided for under this ETU IP.~~

## **5.32 New System Operator or Interconnecting Transmission Owner.**

If ~~the~~ System Operator transfers operational control of the New England Transmission System to a successor System Operator during the period when an Interconnection Request is pending, ~~the~~ System Operator shall transfer to ~~the~~ successor System Operator any amount of the deposit or payment with interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by this ETU IP shall be paid by or refunded to ~~the Interconnection Customer~~ Interconnection Customer, as appropriate. ~~The~~ System Operator shall coordinate with ~~the~~ successor System Operator to complete any Interconnection Study, as appropriate, that ~~the~~ System Operator has begun but has not completed.

If ~~the~~ Interconnecting Transmission Owner transfers ownership of its transmission facilities to a successor transmission owner during the period when an Interconnection Request is pending, and System Operator in conjunction with Interconnecting Transmission Owner has tendered a draft ETU IA to ~~the~~ Interconnection Customer but ~~the~~ Interconnection Customer has not either executed the ETU IA or requested the filing of an unexecuted ETU IA with the Commission, unless otherwise provided, ~~the~~ Interconnection Customer must complete negotiations with ~~the~~ successor transmission owner.

## SECTION 6. INTERCONNECTION INFORMATION ACCESS~~FEASIBILITY STUDY~~.

### 6.1 Publicly Posted Interconnection Information.

System Operator shall maintain and make publicly available: (1) an interactive visual representation of the estimated incremental injection capacity (in megawatts) available at each point of interconnection on the Administered Transmission System under N-1 conditions, and (2) a table of metrics concerning the estimated impact of a potential Elective Transmission Upgrade on the Administered Transmission System based on a user-specified addition of a particular number of megawatts at a particular voltage level at a particular point(s) of interconnection. At a minimum, for each transmission facility impacted by the user-specified megawatt addition, the following information will be provided in the table: (1) the distribution factor; (2) the megawatt impact (based on the megawatt values of the proposed Elective Transmission Upgrade and the distribution factor); (3) the percentage impact on each impacted transmission facility (based on the megawatt values of the proposed Elective Transmission Upgrade and the facility rating); (4) the percentage of power flow on each impacted transmission facility before the injection of the proposed project; (5) the percentage power flow on each impacted transmission facility after the injection of the proposed Elective Transmission Upgrade. These metrics must be calculated based on the power flow model of the Administered Transmission System with the transfer simulated from each point of

interconnection to the whole Administered Transmission System footprint (to approximate Capacity Network Import Interconnection Service), and with the incremental capacity at each point of interconnection decremented by the existing and queued ETU (based on the existing or requested interconnection service limit of the Elective Transmission Upgrade). These metrics must be updated within thirty (30) Calendar Days after the completion of each Cluster Study and Cluster Restudy. This information must be publicly posted, without a password or a fee. The website will define all underlying assumptions, including the name of the most recent Cluster Study or Restudy used in the Base Case.

**~~Interconnection Feasibility Study Agreement.~~**

~~Except as otherwise provided in Section 4.2.3.4 of this ETU IP, the Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study under this Section 6, or as part of the Interconnection System Impact Study under Section 7. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and the System Operator shall be responsible for generating only one final report, which will include the results of both Section 6 and Section 7.~~

~~Within five (5) Business Days following the System Operator's and Interconnecting Transmission Owner's receipt from the Interconnection Customer of its designation of the Point(s) of Interconnection and of the type of study to be performed pursuant to Section 3.3.4, System Operator shall tender to Interconnection Customer the Interconnection Feasibility Study Agreement, which includes a good faith estimate of the cost for completing the Interconnection Feasibility Study. The Interconnection Feasibility Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Interconnection Feasibility Study, including the cost of developing the study agreement and its attachment(s). No later than thirty (30) Calendar Days after its receipt of the Interconnection Feasibility Study Agreement, (a) the Interconnection Customer shall execute and deliver the agreement to System Operator and the Interconnecting Transmission Owner, (b) the Interconnection Customer shall also deliver the refundable deposit for the Interconnection Feasibility Study to the System Operator, and (c) the technical data called for in Appendix 1, Attachment B. The deposit for the study shall be 100 percent~~

~~of the estimated cost of the study. The deposit shall be applied toward the cost of the Interconnection Feasibility Study, including the cost of developing the study agreement and its attachment(s). For Interconnection Requests that are identified for inclusion in a CRPS performed under Section 15 of Attachment K, Section II of the Tariff, the deposit also shall be applied toward the costs incurred by the Interconnecting Transmission Owner in developing the cost estimates in support of the CRPS. Any difference between the study deposit and the actual cost of the Interconnection Feasibility Study or the actual costs incurred by the Interconnecting Transmission Owner in developing the costs estimates in support of the CRPS shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the costs of the Interconnection Feasibility Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner on the Interconnection Feasibility Study, including the development of the study agreement and its attachment(s). The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold any amounts on deposit until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.~~

~~On or before the return of the executed Interconnection Feasibility Study Agreement to the System Operator and Interconnecting Transmission Owner, the Interconnection Customer shall provide the technical data called for in Appendix 1, Attachment A or B, depending on the scope elected pursuant to Section 3.3.1. If the Interconnection Customer does not provide all such technical data when it delivers the Interconnection Feasibility Study Agreement, the System Operator shall notify the Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed Interconnection Feasibility Study Agreement and the Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Interconnection Feasibility Study Agreement or deposit.~~

~~If the Interconnection Feasibility Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting, a substitute Point of Interconnection identified by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and acceptable to the Parties, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and re-studies shall~~

~~be completed pursuant to Section 6.4 as applicable. For the purpose of this Section 6.1, if the Parties cannot agree on the substituted Point of Interconnection, then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section 3.3.4, shall be the substitute.~~

## **~~6.2 — Scope of Interconnection Feasibility Study.~~**

~~The Interconnection Feasibility Study shall preliminarily evaluate the feasibility of the proposed interconnection to the Administered Transmission System with available data and information. The Interconnection Feasibility Study will consider the Base Case as well as all generating facilities and Elective Transmission Upgrades (and with respect to (iii), any identified Network Upgrades) that, on the date the Interconnection Feasibility Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the New England Transmission System and may have an impact on the Interconnection Request; and (iv) have no Queue Position but have executed an Interconnection Agreement or requested that an unexecuted Interconnection Agreement be filed with the Commission (the “Study Case” for the Interconnection Feasibility Study). An Interconnection Customer with a CNI Interconnection Service Interconnection Request may also request that the Interconnection Feasibility Study include a preliminary, non-binding, analysis to identify potential upgrades that may be necessary for the Elective Transmission Upgrade to enable an Import Capacity Resource(s) to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff, based on a limited set of assumptions to be specified by the Interconnection Customer and reflected in Attachment A to the Interconnection Feasibility Study Agreement. The Interconnection Feasibility Study will consist of a power flow, including thermal analysis and voltage analysis, and short circuit analysis. The Interconnection Feasibility Study report will provide (i) a list of facilities, and a non-binding good faith estimate of cost responsibility; (ii) a non-binding good faith estimated time to construct the Interconnection Facilities and Network Upgrades; (iii) a protection assessment to determine the required Interconnection Facilities; and may provide (iv) an evaluation of the siting of Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environmental work for Interconnection Facilities and Network Upgrades.~~

~~Alternatively, in the case where the Interconnection Customer requests that the Interconnection Feasibility Study be completed as a separate and distinct study, the Interconnection Customer may~~



~~provide the technical data called for in Appendix 1, Attachment A with the executed Interconnection Feasibility Study Agreement and request that the Interconnection Feasibility Study consist of limited thermal analysis, voltage analysis, short circuit analysis, stability analysis, and electromagnetic transient analysis, as appropriate, focusing on the issues that are expected to be the most significant for the proposed Elective Transmission Upgrade's interconnection given recent study experience and as discussed at the Scoping Meeting. In this case, the Interconnection Feasibility Study report will provide (i) the study findings; and, (ii) a preliminary description of a non-binding good faith order of magnitude estimated cost of (unless such cost estimate is waived by the Interconnection Customer) and the time to construct the Interconnection Facilities and Network Upgrades necessary to interconnect the Elective Transmission Upgrade as identified within the scope of the analysis performed as part of the study. To the extent the Interconnection Customer requested a preliminary analysis as described in this Section 6.2, the Interconnection Feasibility Study report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Elective Transmission Upgrade to enable an Import Capacity Resource(s) to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.~~

### **~~6.3 — Interconnection Feasibility Study Procedures.—~~**

~~The System Operator in coordination with Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection Feasibility Study no later than forty five (45) Calendar Days after System Operator and Interconnecting Transmission Owner receive the fully executed Interconnection Feasibility Study Agreement, study deposit and required technical data in accordance with Section 6.1. At the request of the Interconnection Customer or at any time the System Operator or the Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Feasibility Study, the System Operator shall notify the Interconnection Customer as to the schedule status of the Interconnection Feasibility Study. If the System Operator is unable to complete the Interconnection Feasibility Study within that time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. In such circumstances, upon request, the System Operator with input from the Interconnecting Transmission Owner shall provide all supporting documentation, workpapers and relevant Study Case power flow and short circuit databases that have been developed for the Interconnection Feasibility Study to any third party consultant retained by the Interconnection Customer. The recipient(s) of such information shall be subject to the~~



~~confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/disclosure requirements, such information may be provided directly to the Interconnection Customer.~~

### ~~6.3.1—Meeting with Parties.—~~

~~Within ten (10) Business Days of providing an Interconnection Feasibility Study report to the Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Feasibility Study.~~

### ~~6.4—Re-Study.—~~

~~If re-study of the Interconnection Feasibility Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project subject to Section 4.4, (iii) a re-designation of the Point of Interconnection pursuant to Section 6.1, (iv) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resource(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (v) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than sixty (60) Calendar Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection Feasibility Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Feasibility Study Agreement.~~

~~The Interconnection Customer shall have the option to waive the re-study and elect to have the re-study performed as part of its Interconnection System Impact Study. The Interconnection Customer shall provide written notice of the waiver and election of moving directly to the Interconnection System Impact Study within five (5) Business Days of receiving notice from the System Operator of the required re-study.~~

## **SECTION 7. CLUSTER INTERCONNECTION SYSTEM IMPACT STUDY.**

### **7.1 Cluster Interconnection System Impact Study Agreement.**

~~If the Interconnection Customer did not request that the Interconnection Feasibility Study be completed as a separate and distinct study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and the System Operator shall be responsible for generating only one final report, which will include the results of both Section 6 and Section 7.~~

No later than five (5) Business Days after the close of a Cluster Request Window, System Operator and Interconnecting Transmission Owner shall tender to each Interconnection Customer that submitted a valid Interconnection Request a Cluster Study Agreement in the form of Appendix 2 of this ETU IP. The Cluster Study Agreement shall require Interconnection Customer to compensate System Operator and Interconnecting Transmission Owner for the actual cost of the Cluster Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the ETU IA, pursuant to Section 13.3 of this ETU IP. The specifications, assumptions, or other provisions in the appendices of the Cluster Study Agreement provided pursuant to Section 7.1 of this ETU IP shall be subject to change by System Operator and Interconnecting Transmission Owner following the conclusion of the Scoping Meeting.

~~Within five (5) Business Days following the Interconnection Feasibility Study results meeting, or subsequent to the Scoping Meeting within five (5) Business Days following the receipt of designation of the Point(s) of Interconnection and type of study to be performed pursuant to Section 3.3.4, if the Interconnection Customer did not request that the Interconnection Feasibility Study be completed as a separate and distinct study, the System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer the Interconnection System Impact Study Agreement, which includes a non-binding good faith estimate of the cost and timeframe for commencing and completing the Interconnection System Impact Study. The Interconnection System Impact Study Agreement shall provide that the Interconnection Customer shall compensate the System Operator and Interconnecting~~

~~Transmission Owner for the actual cost of the Interconnection System Impact Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the ETU IA.~~

## 7.2 Execution of Cluster Interconnection System Impact Study Agreement.

~~The~~ Interconnection Customer shall execute the Cluster Interconnection System Impact Study Agreement and deliver the executed Interconnection System Impact Cluster Study Agreement to ~~the~~ System Operator no later than ~~thirty (30) Calendar Days~~ after its receipt along with a demonstration of Site Control and the technical data called for in Appendix I, Attachment A, and the Interconnection Customer shall also deliver a refundable deposit the close of the Customer Engagement Window. ~~—An Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for (i) a modification to the Interconnection Customer’s existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property, or (ii) a modification of an existing Pool Transmission Facility that is not owned by the Interconnection Customer. If a PSCAD model was determined to be needed for the Elective Transmission Upgrade at the Scoping Meeting, then the Interconnection Customer shall have ninety (90) Calendar Days from the execution of the System Impact Study Agreement to provide the PSCAD model. The deposit for the study shall be the greater of 100 percent of the estimated cost of the study or \$250,000.—~~

~~The deposit shall be applied toward the cost of the Interconnection System Impact Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the ETU IA. For Interconnection Requests that are identified for inclusion in a CRPS performed under Section 15 of Attachment K, Section II of the Tariff, the deposit also shall be applied toward the costs incurred by the Interconnecting Transmission Owner in developing the cost estimates in support of the CRPS. Any difference between the study deposit and the actual cost of the Interconnection System Impact Study or the actual costs incurred by the Interconnecting Transmission Owner in developing the costs estimates in support of the CRPS shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3.~~ In accordance with Section 13.3, ~~the~~ System Operator and/or ~~the~~ Interconnecting Transmission Owner shall issue to ~~the~~ Interconnection Customer an invoice for the estimated costs of the Cluster Interconnection System Impact Study that have been incurred by ~~the~~ System Operator and/or ~~the~~ Interconnecting Transmission Owner for the Cluster System Impact Study, including the study agreement and its attachment(s) and the ETU IA. Costs of Cluster Studies shall be allocated to

~~all Interconnection Customers on a 50% per capita, and 50% per MW basis. In the case of Clustering, CSIS costs that are associated with an individual Interconnection Request assessed within the CSIS will be charged directly to that Interconnection Customer. CSIS costs that are associated with the CSIS as a whole will be divided equally, on a per project basis, among the Interconnection Customers in the cluster. If the Interconnection Customer elects the deposit described in (ii) above, the System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection System Impact Study on each month. The~~ Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. ~~The~~ System Operator shall continue to hold the amounts on deposit until settlement of the final invoice with ~~the~~ Interconnection Customer and ~~the~~ Interconnecting Transmission Owner.

If at any time during the Cluster Study, including during the Customer Engagement Window, System Operator determines that Interconnection Customer is required to provide additional technical data, or that the data provided is incomplete or contains errors, System Operator shall notify the Interconnection Customer and Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Cluster Study Agreement or required deposits. Failure to provide all required information within this period will result in automatic withdrawal of Interconnection Request from queue without the cure period provided under Section 3.7 of this ETU IP.-

~~On or before the return of the executed Interconnection System Impact Study Agreement to the System Operator and Interconnecting Transmission Owner, the Interconnection Customer shall provide the technical data called for in Appendix 1, Attachment A; provided that if a PSCAD model was determined to be needed at the Scoping Meeting, then the Interconnection Customer shall have ninety (90) Calendar Days from the execution of the System Impact Study Agreement to provide the PSCAD model.~~

If ~~the~~ Interconnection Customer does not provide all required ~~such~~ technical data when it delivers the ~~Interconnection System Impact Cluster~~ Study Agreement, ~~the~~ System Operator shall notify ~~the~~ Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed ~~Interconnection System Impact Cluster~~ Study Agreement and ~~the~~ Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed ~~Interconnection System Impact Cluster~~ Study Agreement

or required deposits. Failure to provide all required information within this period will result in automatic withdrawal of the Interconnection Request from the interconnection queue without the cure period provided under Section 3.7 of this ETU IP.

~~If the Interconnection System Impact Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting or the Interconnection Feasibility Study, a substitute Point of Interconnection identified by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and acceptable to each Party, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and re-studies shall be completed pursuant to Section 7.6 as applicable. For the purpose of this Section 7.2, if the Parties cannot agree on the substituted Point of Interconnection, then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement or Interconnection System Impact Study depending on whether Interconnection Customer requested that the Interconnection Feasibility Study be completed as a separate and distinct study or as part of the Interconnection System Impact Study, as specified pursuant to Section 3.3.4, shall be the substitute.~~

### **7.3 Scope of ~~Interconnection System Impact Cluster~~ Study.**

The ~~Cluster Interconnection System Impact~~ Study shall evaluate the impact of the proposed interconnection on the reliability and operation of the New England Transmission System. The ~~Interconnection System Impact Cluster~~ Study will consider the Base Case as well as all generating facilities and Elective Transmission Upgrades (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued interconnection) that, on the date the ~~Interconnection System Impact Cluster~~ Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected System or Internal Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the New England Transmission System and may have an impact on the Interconnection Request; and (iv) have no Queue Position but have executed an Interconnection Agreement or requested that an unexecuted Interconnection Agreement be filed with the Commission (the “Study Case” for the ~~Interconnection System Impact Cluster~~ Study). The Study Case shall also include any CETU and associated system upgrades identified in a final CRPS report prior to the opening of the Cluster Request Window, provided that System Operator receives Interconnection Requests that require

such CETU. Consistent with the NC Interconnection Standard, the evaluation will include conditions where the projects proposed in the Interconnection Requests that are included in the CSIS are not dispatched against each other if they do not share a system constraint that would provide the basis for a redispatch condition. The CETU shall remain configured consistent with the megawatt quantity(ies) specified in the final CRPS report. In the event that all CETU-eligible Interconnection Requests withdraw from a Cluster Study, the CETU shall be removed from the Study Case. An Internal ETU can be considered, and included in the Cluster Study, in place of a CETU, or portion thereof, if all of Interconnection Customers with Interconnection Requests included in the cluster that the ISO has determined need to use the Internal ETU have indicated by the end of the Customer Engagement Window that they have a contractual commitment in place providing for Interconnection Customers to fund and the right to use the Internal ETU. An Interconnection Customer with a CNI Interconnection Service— Interconnection Request may also request that the Interconnection System Impact Study include a preliminary, non-binding, analysis to identify potential upgrades that may be necessary for the Interconnection Customer's Elective Transmission Upgrade to enable an Import Capacity Resource(s) to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff, based on a limited set of assumptions to be specified by the Interconnection Customer and reflected in Attachment A to the Interconnection System Impact Study Agreement.

For purposes of determining necessary Interconnection Facilities and Network Upgrades, the Cluster Study shall consider the level of Interconnection Service requested by Interconnection Customers in the Cluster. However, the Cluster Study shall consider the full ETU capability to ensure the acceptability of the proposed control technology to restrict the facility's output and the safety and reliability of the system.

The ~~Interconnection System Impact-Cluster~~ Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, including thermal analysis and voltage analysis, a system protection analysis and any other analyses, such as electromagnetic transient analysis, that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner, the results of which are documented in a single Cluster Study Report, as applicable. Interconnecting Transmission Owner(s) and Internal Affected Systems (if applicable) shall provide to System Operator, within thirty (30) Calendar Days of a request, and for purposes of inclusion in the Cluster Study Report, non-binding good faith estimates of cost responsibility for required upgrades, and a non-binding good faith estimated times to construct such upgrades.

At the conclusion of the Cluster Study, System Operator and Interconnecting Transmission Owner shall issue a Cluster Study Report. The Interconnection System Impact Study report will state the assumptions upon which it is based, state the results of the analyses, and provide the requirements or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The ~~Interconnection System Impact Cluster~~ Study report will provide (i) a list of Interconnection Facilities and Network Upgrades that are required to reliably interconnect all facilities in that Cluster Study as a result of the Interconnection Request and a non-binding good faith estimate of cost responsibility; (ii) a non-binding good faith estimated time to construct; (iii) a protection assessment to determine the required protection upgrades; and may provide (iv) an evaluation of the siting of the Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environment work. The Cluster Report shall identify each Interconnection Customer's estimated allocated costs for Interconnection Facilities and Network Upgrades pursuant to the method described in Schedule 11, Section II of the Tariff. System Operator shall hold an open stakeholder meeting pursuant to Section 7.4 of this ETU IP.~~To the extent the Interconnection Customer requested a preliminary analysis as described in this Section 7.3, the Interconnection System Impact Study report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Elective Transmission Upgrade to enable an Import Capacity Resource(s) to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.~~

The Cluster Study shall evaluate the use of static synchronous compensators, static VAR compensators, advanced power flow control devices, transmission switching, synchronous condensers, voltage source converters, advanced conductors, and tower lifting. System Operator shall evaluate each identified alternative transmission technology and determine, in the manner described in the ISO New England Planning Procedures, whether the above technologies should be used, consistent with Good Utility Practice Applicable Reliability Standards, and Applicable Laws and Regulations. System Operator shall include an explanation of the results of the System Operator's evaluation for each technology in the Cluster Study Report.

The Cluster Study Report will provide a list of facilities that are required as a result of the Interconnection Requests within the Cluster and a non-binding good faith estimate of cost responsibility and a non-binding good faith estimated time to construct.



#### 7.4 ~~Interconnection System Impact Cluster~~ Study Procedures.

~~The~~ System Operator shall coordinate the ~~Interconnection System Impact Cluster~~ Study with ~~the~~ Interconnecting Transmission Owner, and with any Affected Party or Internal Affected Party as deemed appropriate by ~~the~~ System Operator in accordance with applicable codes of conduct and confidentiality requirements, that is affected by the Interconnection Request pursuant to Section 3.5 above. ~~The~~ System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the Cluster Study.

Interconnection Requests for a Cluster Study may be submitted only within the Cluster Request Window and System Operator and Interconnecting Transmission Owner shall initiate the Cluster Study process pursuant to Section 7 of this ETU IP.

System Operator and Interconnecting Transmission Owner shall complete the Cluster Study within two hundred and seventy (270) Calendar Days of the close of the Customer Engagement Window.

Within ten (10) Business Days of simultaneously issuing a Cluster Study Report to each Interconnection Customer within the Cluster and posting such report on OASIS, the System Operator shall convene a Cluster Study Report Meeting.

~~The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection System Impact Study within ninety (90) Calendar Days after the receipt of the Interconnection System Impact Study Agreement, study deposit, demonstration of Site Control, if Site Control is required, and required technical data in accordance with Section 7.2. If System Operator uses Clustering, the System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to deliver a completed Interconnection System Impact Study within the times specified in this Section 7.4.~~

At the request of ~~the~~ Interconnection Customer or at any time ~~the~~ System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection System Impact Cluster Study, ~~the~~ System Operator shall notify ~~the~~ Interconnection Customer as to the schedule status of the Interconnection System Impact Cluster Study. If ~~the~~ System Operator and Interconnecting Transmission Owner are unable to complete the Interconnection System Impact Cluster Study within the time period, ~~the~~ System Operator shall notify ~~the~~ Interconnection Customer and provide an estimated start date if the study has not commenced and completion date with an explanation of the reasons why additional time is required. In such circumstances, upon request, ~~the~~



System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customers all supporting documentation, workpapers and relevant Study Case power flow, short circuit and stability databases that have been developed for the ~~Interconnection System Impact Cluster~~ Study to any third party consultant retained by ~~the~~ Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to ~~the~~ Interconnection Customer.

~~Except in the case of a CSIS, the System Operator shall notify the Interconnection Customer when the Interconnection System Impact Study is expected to commence within sixty five (65) Calendar Days. An Interconnection Customer with an Interconnection Request being studied serially will be permitted to update the technical data provided in Appendix 1 and Attachment A, and submit modifications to that technical data to the System Operator no later than sixty (60) Calendar Days from the date that the System Operator notified the Interconnection Customer that the Interconnection System Impact Study is expected to commence. Such modifications will not be deemed Material Modifications provided they meet the requirements of Section 4.4.1 of this ETU IP.~~

~~Where sufficient time has elapsed since the initial Scoping Meeting, within ten (10) Business Days after notifying the Interconnection Customer that the Interconnection System Impact Study is expected to commence, the System Operator may convene a second Scoping Meeting for the purpose of providing updated information to the Interconnection Customer in preparation for the submittal of updates to the technical data.~~

## **7.5 Cluster Study Restudies.**

(1) Within twenty (20) Calendar Days after the Cluster Study Report Meeting, Interconnection Customer must provide the following:

- (a) Demonstration of continued Site Control pursuant to Section 3.4.2(iii) of this ETU IP; and

(b) An additional deposit that brings the total Commercial Readiness Deposit submitted to System Operator five percent (5%) of the Interconnection Customer's Network Upgrade cost assignment identified in the Cluster Study in the form of an irrevocable letter, a surety bond, or cash where cash deposits shall be treated according to Section 3.7 of this ETU IP. System Operator shall refund the deposit to Interconnection Customer upon withdrawal in accordance with Section 3.7 of this ETU IP.

Interconnection Customer shall promptly inform System Operator of any material change to Interconnection Customer's demonstration of Site Control under Section 3.4.2(iii) of this ETU IP. Upon System Operator determining that Interconnection Customer no longer satisfies the Site Control requirement, System Operator shall notify Interconnection Customer. Within ten (10) Business Days of such notification, Interconnection Customer must demonstrate compliance with the applicable requirement subject to System Operator's approval, not to be unreasonably withheld. Absent such demonstration, System Operator shall deem the subject Interconnection Request withdrawn pursuant to Section 3.7 of this ETU IP (without the cure period provided under Section 3.7 of this ETU IP).

At the same time that Interconnection Customer submits the information required under this Section 7.5(1)(a) and (b), an Interconnection Customer may also request a decrease in the size of the Elective Transmission Upgrade, provided that the Cluster Study identified that Elective Transmission Upgrade proposed in the ~~Interconnection Customer~~ Interconnection Customer's Interconnection Request does not share any Network Upgrades with an Elective Transmission Upgrade or Generating Facility proposed in a separate Interconnection Request. If System Operator determines that a Cluster Restudy is required under this Section 7.5 of this LGIP, within ten (10) Business Days of that determination Interconnection Customer shall provide all required updated modeling and data associated with the requested decrease in the size of the Elective Transmission Upgrade for use in the Cluster Restudy. If the System Operator determines that a Cluster Restudy is not required, Interconnection Customer's request to decrease the size of the Elective Transmission Upgrade shall constitute a Material Modification pursuant to Section 4 of this ETU IP.

(2) If no Interconnection Customer withdraws from the Cluster after completion of the Cluster Study or Cluster Restudy or is deemed withdrawn pursuant to Section 3.7 of this ETU IP after completion of the Cluster Study or Cluster Restudy, System Operator shall notify Interconnection Customers in the Cluster that a Cluster Restudy is not required.

(3) If one or more Interconnection Customers withdraw from the Cluster or are deemed withdrawn pursuant to Section 3.7 of this ETU IP, [System Operator and Interconnecting Transmission Owner] shall determine if a Cluster Restudy is necessary within thirty (30) Calendar Days after the Cluster Study Report Meeting. If [System Operator and Interconnecting Transmission Owner] determine a Cluster Restudy is not necessary, System Operator shall notify Interconnection Customers in the Cluster that a Cluster Restudy is not required and System Operator shall provide an updated Cluster Study Report within thirty (30) Calendar Days of such determination.

(4) If one or more Interconnection Customers withdraws from the Cluster or is deemed withdrawn pursuant to Section 3.7 of this ETU IP, and System Operator and Interconnecting Transmission Owner - determine a Cluster Restudy is necessary as a result, System Operator shall notify Interconnection Customers in the Cluster and post on OASIS that a Cluster Restudy is required within thirty (30) Calendar Days after the Cluster Study Report Meeting. System Operator and Interconnecting Transmission Owner shall continue with such restudies until System Operator and Interconnecting Transmission Owner determine that no further restudies are required. If an Interconnection Customer withdraws or is deemed withdrawn pursuant to Section 3.7 of this ETU IP during the Interconnection Facilities Study, or after other Interconnection Customers in the same Cluster have executed ETU IAs, or requested that unexecuted ETU IAs be filed, and System Operator and Interconnecting Transmission Owner determines a Cluster Restudy is necessary, the Cluster shall be restudied. If a Cluster Restudy is required due to a higher queued project withdrawing from the queue, or a modification of a higher or equally queued project subject to Section 4.4 of this ETU IP, System Operator shall so notify affected Interconnection Customers in writing. Except as provided in Section 3.7 of this ETU IP in the case of withdrawing Interconnection Customers, any cost of Restudy shall be borne by Interconnection Customers being restudied.

(5) The scope of any Cluster Restudy shall be consistent with the scope of an initial Cluster Study pursuant to Section 7.3 of this ETU IP. [System Operator and Interconnecting Transmission Owner] shall complete the Cluster Restudy within ninety (90) Calendar Days of the System Operator informing Interconnection Customers in the cluster that restudy is needed. The results of the Cluster Restudy shall be combined into a single report (Cluster Restudy Report). System Operator shall hold a meeting with Interconnection Customers in the cluster, Interconnecting Transmission Owners, and any Affected Party

or Internal Affected party as deemed appropriate by the System Operator (Cluster Restudy Report Meeting) within ten (10) Business Days of simultaneously furnishing the Cluster Restudy Report to each Interconnection Customer in the Cluster Restudy and publishing the Cluster Restudy Report on OASIS.

If additional restudies are required, Interconnection Customer and [System Operator and Interconnecting Transmission Owner] shall follow the procedures of this Section 7.5 of this ETU IP until such time that [System Operator and Interconnecting Transmission Owner] determine that no further restudies are required. System Operator shall notify each Interconnection Customer within the Cluster when no further restudies are required.

**Meeting with Parties.—**

~~Within ten (10) Business Days of providing an Interconnection System Impact Study report to Interconnection Customer, the System Operator shall convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, to discuss the results of the Interconnection System Impact Study.~~

Within ~~ten~~ twenty (+20) Business Days following Cluster Study Results Meeting, or Cluster Restudy Results Meeting (as appropriate)~~the study results meeting~~, ~~the~~ Interconnection Customer shall provide to the System Operator written notice that it will either pursue the Interconnection Facilities Study or waive the Interconnection Facilities Study and elect an expedited interconnection. Notwithstanding the foregoing sentence, the option to waive the Interconnection Facilities Study is not available for Interconnection Customers that share responsibility for the same Network Upgrades identified in a Cluster Study or Cluster Restudy unless each Interconnection Customers agrees in writing to waiver the Interconnection Facilities Study. In a case where Interconnection Customers share responsibility for the same Network Upgrades identified in a Cluster Study or Cluster Restudy and do not agree to waive the Interconnection Facilities Study, such study shall be performed at a level of +/- 20%. Once ~~the~~ Interconnection Customer(s) notifies ~~the~~ System Operator of its election, such election is not subject to change. If ~~the~~ Interconnection Customer elects to pursue the Facilities Study it must proceed with the study. If ~~the~~ Interconnection Customer waives the Facilities Study, it shall commit to the following milestones in the ETU IA: (i) Siting process and approval schedule for the Elective Transmission Upgrade and Interconnection Facilities; (ii) Engineering of Interconnection Facilities and Elective Transmission upgrade approved by Interconnecting Transmission Owner; (iii) Ordering of long lead time

material for Interconnection Facilities and system upgrades; (iv) Trial Operation Date; and (v) Commercial Operation Date.

~~Within thirty (30) Calendar Days of the Interconnection Customer receiving the Interconnection System Impact Study report, the Interconnection Customer shall provide written comments on the report or written notice that it has no comments on the report. The System Operator shall issue a final Interconnection System Impact Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving the Interconnection Customer's notice that it will not provide comments.~~

-

#### ~~7.6 — Re-Study.~~

~~If re-study of the Interconnection System Impact Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project subject to Section 4.4, (iii) re-designation of the Point of Interconnection pursuant to Section 7.2, (iv) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resource(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (v) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing.~~

~~Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than sixty (60) Calendar Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection System Impact Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection System Impact Study Agreement.~~

#### **7.76 Operational Readiness.**

~~The~~ System Operator shall, as close to ~~the Interconnection Customer~~ Interconnection Customer's actual Trial Operation Date as reasonably possible, ensure that operational analysis, including current stability analyses, power flow analyses, and any other analyses deemed necessary by ~~the~~ System Operator, are performed, and that procedures are developed or updated to address the operation of the New England Transmission System with the addition of ~~the~~ Interconnection Customer's Elective Transmission

Upgrade. The operational analysis will also include tests of system performance with selected facilities out of service. Such studies shall be performed at the expense of ~~the~~ Interconnection Customer.

~~The~~ System Operator is not obligated to perform the operational analyses described in this Section 7.7 if, in the exercise of reasonable discretion, ~~the~~ System Operator in consultation with Interconnecting Transmission Owner determines that interconnection of ~~the Interconnection Customer~~ Interconnection Customer's Elective Transmission Upgrade to the Administered Transmission System is remote and speculative.

## SECTION 8. INTERCONNECTION FACILITIES STUDY.

### 8.1 Interconnection Facilities Study Agreement.

Except as otherwise provided in Section 4.2.4 and 7.5 of this ETU IP, ~~the Interconnection Customer~~ Interconnection Customer may waive the Interconnection Facilities Study and instead elect expedited interconnection, which means that ~~the Interconnection Customer~~ Interconnection Customer may enter into E&P Agreements under Section 9 if it had not already done so, and shall enter into an ETU IA in accordance with the requirements specified in Section 11.

If ~~the~~ Interconnection Customer waives the Interconnection Facilities Study, ~~the Interconnection Customer~~ Interconnection Customer, subject to the specific terms of the E&P Agreements, assumes all risks and shall pay all costs associated with equipment, engineering, procurement and construction work covered by the ~~Interconnection Facilities Cluster~~ Study as described in Section 8.2 below.

Within five (5) Business Days following System Operator notifying each Interconnection Customer within the Cluster that no further Cluster Restudy is required (per Section 7.5 of this LGIP), the ~~The~~ System Operator shall provide to ~~the Interconnection Customer~~ Interconnection Customer an Interconnection Facilities Study Agreement in the form of Appendix 34 to this ETU IP, ~~simultaneously with the delivery of the Interconnection System Impact Study to the Interconnection Customer.~~

~~The Interconnection Facilities Study Agreement shall provide that the~~ Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the

Interconnection Facilities Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the ETU IA. Within ~~three-five~~ (35) Business Days following the Cluster Report Meeting or Cluster Restudy Report Meeting if applicable~~Interconnection System Impact Study results meeting~~, the System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer a non-binding good faith estimate of the cost for completing the Interconnection Facilities Study in accordance with requirements specified in Section 8.3. ~~The Interconnection Customer~~Interconnection Customer shall execute the Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to the System Operator within thirty (30) Calendar Days after its receipt, together with:

(1) any required technical data;

(2) demonstration of one-hundred percent (100%) Site Control or demonstration of a regulatory limitation and applicable deposit in lieu of Site Control provided to the System Operator in accordance with Section 3.4.2 of this ETU IP;

(3) an additional deposit that brings the total Commercial Readiness Deposit submitted to the System Operator to ten percent (10%) of Interconnection Customer's Network Upgrade cost assignment identified in the Cluster Study or Cluster Restudy, if applicable, in the form of an irrevocable letter of credit, a surety bond, or cash where cash deposits shall be treated according to Section 3.7 of this ETU IP. In the case of a CETU-enabled Interconnection Request such deposit shall be made in cash.

System Operator/Interconnecting Transmission Owner shall refund the Commercial Readiness Deposit to Interconnection Customer upon withdrawal in accordance with Section 3.7 of this ETU IP.

~~the required technical data and the refundable deposit for the Interconnection Facilities Study.~~ In accordance with Section 8.3, ~~the~~ Interconnection Customer shall specify in Attachment A to the Interconnection Facilities Study Agreement whether it wants no more than a +/- 20 percent or a +/- 10 percent good faith cost estimate contained in the report. The deposit for the study shall be the greater of twenty-five percent of the estimated cost of the study or \$250,000.

Any difference between the study deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to ~~the~~ Interconnection Customer, except as otherwise provided in Section 13.3. In

accordance with Section 13.3, ~~the~~ System Operator and/or ~~the~~ Interconnecting Transmission Owner shall issue to ~~the~~ Interconnection Customer an invoice for the cost of the Interconnection Facilities Studies that will be, or have been incurred by ~~the~~ System Operator and/or ~~the~~ Interconnecting Transmission Owner for the Interconnection Facilities Study, the study agreement and its attachment(s) and the ETU IA. ~~In the case of Clustering~~ For a ~~CFAC that began before May 31, 2024,~~ costs that are associated with an individual Interconnection Request assessed within the CFAC will be charged directly to that Interconnection Customer. CFAC costs that are associated with the CFAC as a whole will be divided equally, on a per-project basis, among ~~the Interconnection Customer~~ Interconnection Customers in the cluster. ~~The~~ System Operator and ~~the~~ Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice ~~the Interconnection Customer~~ Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. ~~The~~ Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. ~~The~~ System Operator shall continue to hold the amounts on deposit until settlement of the final invoice with ~~the~~ Interconnection Customer and the Interconnecting Transmission Owner.

## **8.2 Scope of Interconnection Facilities Study.**

The Interconnection Facilities Study shall be specific to each Interconnection Request and performed on an individual, i.e., non-clustered basis. The Interconnection Facilities Study shall specify and provide a non-binding estimate of the ~~specify and estimate the cost of the~~ equipment, engineering, procurement and construction work needed to implement the conclusions of the Cluster Study Report (and any associated restudies) ~~Interconnection System Impact Study~~ in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facilities ~~iesy~~ to the Administered Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The scope and cost of the Interconnection Facilities Study shall include completion of any engineering work limited to what is reasonably required to (i) estimate such aforementioned cost to the accuracy specified by ~~the~~ Interconnection Customer ~~Interconnection Customer~~ pursuant to Section 8.3, (ii) identify, configurations of required facilities and (iii) identify time requirements for construction and installation of required facilities.



### 8.3 Interconnection Facilities Study Procedures.

~~The~~ System Operator shall coordinate the Interconnection Facilities Study with Interconnecting Transmission Owner, and any Affected Party or Internal Affected Party as deemed appropriate by ~~the~~ System Operator in accordance with applicable codes of conduct and confidentiality requirements, pursuant to Section 3.5 above. ~~The~~ System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. ~~The~~ System Operator and Interconnecting Transmission Owner shall ~~use Reasonable Efforts to~~ complete the study and ~~the~~ System Operator shall issue a draft Interconnection Facilities Study report to ~~the~~ Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, within the following number of days after receipt of an executed Interconnection Facilities Study Agreement: ninety (90) Calendar Days, with no more than a +/- ~~twenty 20~~-percent (20%) good faith cost estimate contained in the report; or one hundred eighty (180) Calendar Days, if ~~the Interconnection Customer~~Interconnection Customer requests a +/- ~~ten 10~~ percent (10%) good faith cost estimate. Such cost estimates either individually or in the aggregate will be provided in the final study report. ~~If the System Operator uses Clustering, the System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to deliver a completed Interconnection Facilities Study within the times specified in this Section 8.3.~~

At the request of ~~the~~ Interconnection Customer or at any time ~~the~~ System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Facilities Study, System Operator shall notify ~~the~~ Interconnection Customer, and any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, as to the schedule status of the Interconnection Facilities Study. If ~~the~~ System Operator is unable to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report within the time required, ~~the~~ System Operator shall notify ~~the Interconnection Customer~~Interconnection Customer, Interconnecting Transmission Owner and any Affected Party or Internal Affected Party as deemed appropriate by ~~the~~ System Operator in accordance with applicable codes of conduct and confidentiality requirements, and provide an estimated completion date and an explanation of the reasons why additional time is required.

~~The~~ Interconnection Customer and appropriate Affected Parties or Internal Affected Party may, within thirty (30) Calendar Days after receipt of the draft Interconnection Facilities Study Report~~report~~, provide written comments to ~~the~~ System Operator and Interconnecting Transmission Owner, which ~~the~~ System Operator shall include in the final Interconnection Facilities Study R~~e~~port. ~~The~~ System Operator shall issue the final Interconnection Facilities Study report within fifteen (15) Business Days of receiving ~~the~~ Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. ~~The~~ System Operator may reasonably extend such fifteen-day period upon notice to ~~the~~ Interconnection Customer if ~~the~~ Interconnection Customer's comments require ~~the~~ System Operator or Interconnecting Transmission Owner to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities Report. Upon request, ~~the~~ System Operator and Interconnecting Transmission Owner shall provide ~~the~~ Interconnection Customer~~Interconnection Customer~~ and any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, or any third party consultant retained by ~~the Interconnection Customer~~Interconnection Customer supporting documentation, with workpapers, and databases or data developed in the preparation of the Interconnection Facilities Study. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to ~~the~~ Interconnection Customer.

#### **8.4 Meeting with Parties.**

Within ten (10) Business Days of providing a draft Interconnection Facilities Study report to Interconnection Customer, ~~the~~ System Operator will convene a meeting of ~~the~~ Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party or Internal Affected Party as deemed appropriate by ~~the~~ System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Facilities Study.

#### **8.5 Re-Study.**

If re-study of the Interconnection Facilities Study is required due to (i) a higher or equally queued project dropping out of withdrawing from the queue, (ii) a modification of a higher or equally queued project subject to Section 4.4, ~~(iii) a re-assessment of the upgrade responsibilities of an Elective Transmission~~

~~Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resource(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (iii) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than sixty (60) Calendar Days from the date of notice the re-study commences. Except as provided in Section 3.7 of this ETU IP in the case of withdrawing Interconnection Customer, a~~Any cost of re-study shall be borne by ~~the Interconnection Customer~~Interconnection Customer being re-studied. If the original Interconnection Facilities Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Facilities Study Agreement.

## **Section 9 Affected System Study.**

### **9.1 Applicability.**

This Section 9 outlines the duties of System Operator and Interconnecting Transmission Owner when they receive notification that an Affected System Interconnection Customer's proposed interconnection to its host transmission provider may impact the New England Transmission System.

### **9.2 Response to Notifications**

#### **9.2.1 Response to Initial Notification.**

When System Operator receives initial notification either following the Cluster Study or a Cluster Restudy notification that an Affected System Interconnection Customer's proposed interconnection to its host transmission provider may impact the New England Transmission System, System Operator must respond in writing within twenty (20) Business Days whether it intends to conduct an Affected System Study.

By fifteen (15) Business Days after the System Operator responds with its affirmative intent to conduct an Affected System Study, System Operator shall share with Affected System Interconnection Customer(s) and the Affected System Interconnection Customer's host

transmission provider a non-binding good faith estimate of the cost and the schedule to complete the Affected System Study.

### **9.2.2 Response to Notification of Cluster Restudy.**

Within five (5) Business Days of receipt of notification of Cluster Restudy System Operator will send written notification to Affected System Interconnection Customer(s) involved in the Cluster Restudy and the host transmission provider that System Operator intends to delay a planned or in-progress Affected System Study until after completion of the Cluster Restudy. If System Operator decides to delay the Affected System Study, it is not required to meet its obligations under Section 9 of this ETU IP until the time that it receives notification from the host transmission provider that the Cluster Restudy is complete. If System Operator decides to move forward with its Affected System Study despite the Cluster Restudy, then it must meet all requirements under Section 9 of this ETU IP.

### **9.3 Affected System Queue Position.**

System Operator must assign an Affected System Queue Position to Affected System Interconnection Customer(s) that require(s) an Affected System Study. Such Affected System Queue Position shall be assigned based upon the date of execution of the Affected System Study Agreement. Relative to the System Operator's Interconnection Customers, this Affected System Queue Position shall be higher-queued than any Cluster that has not yet received its Cluster Study Report and shall be lower-queued than any Cluster that has already received its Cluster Study Report. Consistent with Section 9.7 of this ETU IP, System Operator and Interconnecting Transmission Owner shall study the Affected System Interconnection Customer(s) via Clustering, and all Affected System Interconnection Customers studied in the same Cluster under Section 9.7 of this ETU IP shall be equally queued. For Affected System Interconnection Customers that are equally queued, the Affected System Queue Position shall have no bearing on the assignment of Affected System Network Upgrades identified in the applicable Affected System Study. The costs of the Affected System Network Upgrades shall be allocated among the Affected System Interconnection Customers in accordance with Section 9.9 of this ETU IP.

### **9.4 Affected System Study Agreement/Multiparty Affected System Study Agreement.**

Unless otherwise agreed, System Operator shall provide to Affected System Interconnection Customer(s) an Affected System Study Agreement/Multiparty Affected System Study Agreement, in the form of Appendix 79 or Appendix 840 to this ETU IP, as applicable, within ten (10) Business Days of System Operator sharing the schedule for the Affected System Study per Section 9.2.1 of this ETU IP.

Upon Affected System Interconnection Customer(s)' receipt of the Affected System Study Report, Affected System Interconnection Customer(s) shall compensate System Operator and Interconnecting Transmission Owner for the actual cost of the Affected System Study. Any difference between the study deposit and the actual cost of the Affected System Study shall be paid by or refunded to the Affected System Interconnection Customer(s). Any invoices for the Affected System Study shall include a detailed and itemized accounting of the cost of the study. Affected System Interconnection Customer(s) shall pay any excess costs beyond the already-paid Affected System Study deposit or be reimbursed for any costs collected over the actual cost of the Affected System Study within thirty (30) Calendar Days of receipt of an invoice thereof. If Affected System Interconnection Customer(s) fail to pay such undisputed costs within the time allotted, it shall lose its Affected System Queue Position. System Operator shall notify Affected System Interconnection Customer's host transmission provider of such failure to pay.

#### **9.5 Execution of Affected System Study Agreement/Multiparty Affected System Study Agreement.**

Affected System Interconnection Customer(s) shall execute the Affected System Study Agreement/Multiparty Affected System Study Agreement, deliver the executed Affected System Study Agreement/Multiparty Affected System Study Agreement to System Operator, and provide the Affected System Study deposit within ten (10) Business Days of receipt. If System Operator notifies Affected System Interconnection Customer(s) that it will delay the Affected System Study pursuant to Section 9.2.2 of this ETU IP, Affected System Interconnection Customer(s) are neither required to execute and return the previously tendered Affected System Study/Multiparty Affected System Study Agreement nor provide the Affected System Study deposit for the previously tendered Affected System Study/Multiparty Affected System Study Agreement.

If Affected System Interconnection Customer does not provide all required technical data when it delivers the Affected System Study Agreement/Multiparty Affected System Study Agreement, System Operator shall notify the deficient Affected System Interconnection Customer, as well as the host transmission

provider with which Affected System Interconnection Customer seeks to interconnect, of the technical data deficiency within five (5) Business Days of the receipt of the executed Affected System Study Agreement/Multiparty Affected System Study Agreement and the deficient Affected System Interconnection Customer shall cure the technical deficiency within ten (10) Business Days of receipt of the notice: provided, however, that such deficiency does not include failure to deliver the executed Affected System Study Agreement/Multiparty Affected System Study Agreement or deposit for the Affected System Study Agreement/Multiparty Affected System Study Agreement. If Affected System Interconnection Customer does not cure the technical data deficiency within the cure period or fails to execute the Affected System Study Agreement/Multiparty Affected System Study Agreement or provide the deposit, the Affected System Interconnection Customer shall lose its Affected System Queue Position.

## **9.6 Scope of Affected System Study.**

The Affected System Study shall evaluate the impact that any Affected System Interconnection Customer's proposed interconnection to another transmission provider's transmission system will have on the reliability of the New England Transmission System. The Affected System Study shall consider the Base Case as well as all Generating Facilities (and with respect to (iii) below, any identified Affected System Network Upgrades associated with such higher-queued Interconnection Request) that, on the date the Affected System Study is commenced: (i) are directly interconnected the New England Transmission System; (ii) are directly interconnected to another transmission provider's transmission system and may have an impact on Affected System Interconnection Customer's interconnection request; (iii) have a pending higher-queued Interconnection Request to interconnect to Transmission Provider's Transmission System; and (iv) have no queue position but have executed an ETU IA or requested that an unexecuted ETU IA be filed with FERC. System Operator and Interconnecting Transmission Owner has no obligation to study impacts of Affected System Interconnection Customers of which it is not notified.

The Affected System Study shall consist of a power flow, stability, and short circuit analysis. The Affected System Study Report will: state the assumptions upon which it is based; state the results of the analyses; and provide the potential impediments to Affected System Interconnection Customer's receipt if interconnection service on its host transmission provider's transmission system, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. For purposes of determining necessary Affected System Network Upgrades, the Affected System Study shall consider the level of interconnection service

requested in megawatts by Affected System Interconnection Customer, unless otherwise required to study the full generating facility capacity due to safety or reliability concerns. The Affected System Study shall provide a list of facilities that are required as a result of Affected System Interconnection Customer's proposed interconnection to another transmission provider's system, a non-binding good faith estimate of cost responsibility, and a non-binding good faith estimated time to construct. The Affected System Study may consist of a system impact study, a facilities study, or some combination thereof.

### **9.7 Affected System Study Procedures.**

System Operator shall use Clustering in conducting the Affected System Study and shall use existing studies to the extent practicable, when multiple Affected System Interconnection Customers that are part of a single Cluster may cause the need for Affected System Network Upgrades. System Operator and Interconnecting Transmission Owner shall complete the Affected System Study and provide the Affected System Study Report to Affected System Interconnection Customer(s) and the host transmission provider with whom interconnection has been requested within one hundred fifty (150) Calendar Days after the receipt of the Affected System Study Agreement and deposit.

At the request of Affected System Interconnection Customer, System Operator and Interconnecting Transmission Owner shall notify Affected System Interconnection Customer as to the status of the Affected System Study. If System Operator and Interconnecting Transmission Owner are unable to complete the Affected System Study within the requisite time period, it shall notify Affected System Interconnection Customer(s), as well as the transmission provider with which Affected System Interconnection Customer seeks to interconnect, and shall provide an estimated completion date with an explanation of the reasons why additional time is required. If System Operator and Interconnecting Transmission Owner do not meet the deadlines in this section, System Operator and Interconnecting Transmission Owner shall be subject to the financial penalties as described in Section 3.9 of this ETU IP. Upon request, System Operator shall provide Affected System Interconnection Customer(s) with all supporting documentation, workpapers and relevant power flow, short circuit and stability databases for the Affected System Study, subject to confidentiality arrangements consistent with Section 13.1 of this ETU IP.

System Operator and Interconnecting Transmission Owner must study an Affected System Interconnection Customer using the Energy Resource Interconnection Service modeling standard used for

Interconnection Requests on the New England Transmission System, regardless of the level of interconnection service that Affected System Interconnection Customer is seeking from the host transmission provider with whom it seeks to interconnect.

### **9.8 Results Meeting.**

Within ten (10) Business Days of providing the Affected System Study Report to Affected System Interconnection Customer(s), System Operator, Interconnecting Transmission Owner and Affected System Interconnection Customer(s) shall meet to discuss the results of the Affected System Study.

### **9.9 Affected System Cost Allocation.**

System Operator shall allocate Affected System Network Upgrade costs identified during the Affected System Study to Affected System Interconnection Customer(s) using a proportional impact method, consistent with Schedule 11 of the OATT.

### **9.10 Tender of Affected Systems Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement.**

System Operator shall tender to Affected System Interconnection Customer(s) an Affected System Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement, as applicable, in the form of Appendix 944 or 102 to this ETU IP, within thirty (30) Calendar Days of providing the Affected System Study Report. Within ten (10) Business Days of the receipt of the Affected System Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement, the Affected System Interconnection Customer(s) must execute the agreement or request the agreement to be filed unexecuted with FERC. System Operator shall execute the agreement or file the agreement unexecuted within five (5) Business Days after receiving direction from Affected System Interconnection Customer(s). Affected System Interconnection Customer's failure to execute the Affected System Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement, or failure to request the agreement to be filed unexecuted with FERC, shall result in the loss of its Affected System Queue Position.

### **9.11 Restudy.**



If restudy of the Affected System Study is required, System Operator shall notify Affected System Interconnection Customer(s) in writing within thirty (30) Calendar Days of discovery of the need for restudy. Such restudy shall take no longer than sixty (60) Calendar Days from the date of notice. Any cost of restudy shall be borne by the Affected System Interconnection Customer(s) being restudied.

## **~~SECTION 9. ENGINEERING & PROCUREMENT (“E&P”) AGREEMENT.~~**

~~Prior to executing an ETU IA, an Interconnection Customer may request, in order to advance the implementation of its interconnection, and the Interconnecting Transmission Owner and any Affected Party shall offer the Interconnection Customer, an E&P Agreement that authorizes the Interconnecting Transmission Owner and any Affected Party to begin engineering and procurement of long lead time items necessary for the establishment of the interconnection. However, the Interconnecting Transmission Owner or any Affected Party shall not be obligated to offer an E&P Agreement if the Interconnection Customer is in Dispute Resolution as a result of an allegation that the Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the ETU IP. The E&P Agreement is an optional procedure and it will not alter the Interconnection Customer’s Queue Position or Trial Operation Date. The E&P Agreement shall provide for the Interconnection Customer to pay the cost of all activities authorized by the Interconnection Customer, including a deposit of 100 percent of the estimated engineering and study costs, and to make advance payments or provide other satisfactory security for such costs.~~

~~The Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If the Interconnection Customer withdraws its application for interconnection or an E&P Agreement is terminated by any Party, to the extent the equipment ordered can be canceled under reasonable terms, the Interconnection Customer shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably canceled, the Interconnecting Transmission Owner or the Affected Party that is a party to an E&P Agreement may elect: (i) to take title to the equipment, in which event the Interconnecting Transmission Owner or relevant Affected Party shall refund the Interconnection Customer any amounts paid by the Interconnection Customer for such equipment and shall pay the cost of~~

~~delivery of such equipment, or (ii) to transfer title to and deliver such equipment to the Interconnection Customer, in which event the Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment.~~

## SECTION 10. OPTIONAL INTERCONNECTION STUDY.

### 10.1 Optional Interconnection Study Agreement.

On or after the date when ~~the Interconnection Customer~~Interconnection Customer receives ~~Interconnection System Impact Cluster~~ Study ~~R~~report and no later than five (5) Business Days after the study results meeting to review the report, ~~the Interconnection Customer~~Interconnection Customer may request in writing, and the System Operator in coordination with the Interconnecting Transmission Owner shall perform, an Optional Interconnection Study. The request shall describe the assumptions that ~~the Interconnection Customer~~Interconnection Customer wishes the System Operator to study within the scope described in Section 10.2 of this ETU IP. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, the System Operator shall provide to the Interconnecting Transmission Owner and ~~the Interconnection Customer~~Interconnection Customer an Optional Interconnection Study Agreement in the form of Appendix 45.

The Optional Interconnection Study Agreement shall: (i) specify the technical data that ~~the Interconnection Customer~~Interconnection Customer must provide for each phase of the Optional Interconnection Study, (ii) specify ~~the Interconnection Customer~~Interconnection Customer's assumptions as to which Interconnection Requests with earlier queue priority dates will be excluded from the Optional Interconnection Study case, and (iii) specify the System Operator's and Interconnecting Transmission Owner's estimate of the cost of the Optional Interconnection Study. To the extent known by the System Operator, such estimate shall include any costs expected to be incurred by any Affected System or Internal Affected System whose participation is necessary to complete the Optional Interconnection Study. The Optional Interconnection Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Optional Interconnection Study, including the cost of developing the study agreement and its attachment(s). Notwithstanding the above, the System Operator and Interconnecting Transmission Owner shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request.

~~The Interconnection Customer~~Interconnection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the required technical data and the refundable deposit for the Optional Interconnection Study to the System Operator. The deposit for the study shall be 100 percent of the estimated cost of the study. Any difference between the study deposit and the actual cost of the Optional Interconnection Study shall be paid by or refunded to ~~the Interconnection Customer~~Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to ~~the Interconnection Customer~~Interconnection Customer an invoice for the costs of the Optional Interconnection Study that have been , or will be incurred by the System Operator and/or the Interconnecting Transmission Owner for the Optional Interconnection Study and the study agreement and its attachments(s). ~~The Interconnection Customer~~Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposits until settlement of the final invoice with ~~the Interconnection Customer~~Interconnection Customer and the Interconnecting Transmission Owner.

## **10.2 Scope of Optional Interconnection Study.**

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by ~~the Interconnection Customer~~Interconnection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the results of the Optional Interconnection Study. The System Operator shall use Reasonable Efforts to coordinate the study with any Affected Systems and Internal Affected Systems that may be affected by the types of Interconnection Services that are being studied. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

The Optional Interconnection Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, including thermal analysis and voltage analysis, a system protection analysis, and any other analyses that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner.

### **10.3 Optional Interconnection Study Procedures.**

The executed Optional Interconnection Study Agreement, the prepayment, and technical and other data called for therein must be provided to the System Operator and Interconnecting Transmission Owner within ten (10) Business Days of ~~the Interconnection Customer~~Interconnection Customer receipt of the Optional Interconnection Study Agreement. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Optional Interconnection Study within a mutually agreed-upon time period specified within the Optional Interconnection Study Agreement. If the System Operator and Interconnecting Transmission Owner are unable to complete the Optional Interconnection Study within such time period, the System Operator shall notify ~~the Interconnection Customer~~Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. In such circumstances, upon request, the System Operator and Interconnecting Transmission Owner shall provide ~~the Interconnection Customer~~Interconnection Customer supporting documentation and workpapers and databases or data developed in the preparation of the Optional Interconnection Study to any third party consultant retained by ~~the Interconnection Customer~~Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 of this ETU IP and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/disclosure requirements, such information may be provided directly to ~~the Interconnection Customer~~Interconnection Customer.

### **10.4 Meeting with Parties.**

Within ten (10) Business Days of providing an Optional Interconnection Study report to Interconnection Customer, System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party and Internal Affected Systems as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Optional Interconnection Study.

### **10.5 Interconnection Agreement Developed Based on Optional Interconnection Study.**

If the ETU IA for an Elective Transmission Upgrade is based on the results of an Optional Interconnection Study, the ETU IA shall reflect the conditions studied and any obligations that may involve: (i) additional studies if such conditions change, (ii) operational limits, or (iii) financial support for transmission upgrades.

## SECTION 11. ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION AGREEMENT (ETU IA).

### 11.1 Tender.

Interconnection Customer shall tender comments or provide notice, in writing, to the System Operator and Interconnecting Transmission Owner that ~~the Interconnection Customer~~ Interconnection Customer has no comments on the draft Interconnection Facilities Study ~~rReport or on the draft Interconnection System Impact Study report if the Interconnection Customer waived the Interconnection Facilities Study~~, within thirty (30) Calendar Days of receipt of the report. Except as provided in the E&P Agreement or any mutual agreement by the entities that would be Parties to the ETU IA, the System Operator shall initiate the development of the ETU IA process within fifteen (15) Calendar Days after the comments are submitted or waived, or within fifteen (15) Calendar Days of notifying System Operator that it will waive the Interconnection Facilities Study by tendering to ~~the Interconnection Customer~~ Interconnection Customer a draft ETU IA, together with draft appendices completed by the System Operator, in conjunction with the Interconnecting Transmission Owner to the extent practicable. The draft ETU IA shall be in the form of the System Operator's Commission-approved standard form ETU IA which is in Appendix ~~116~~ to Schedule 25. ~~The Interconnection Customer~~ Interconnection Customer shall return ~~the Interconnection Customer~~ Interconnection Customer specific information required to complete the form of ETU IA, including the appendices, in Appendix ~~116~~ of Schedule 25 that ~~the Interconnection Customer~~ Interconnection Customer is willing to execute within thirty (30) Calendar Days after receipt of the draft from the System Operator, unless (1) the sixty (60) Calendar Day negotiation period under Section 11.2 of this ETU IP has commenced, or (2) ETU IA execution, or filing unexecuted, has been delayed to await the Affected System Study Report pursuant to Section 11.2.1 of this ETU IP.

### 11.2 Negotiation.

Notwithstanding Section 11.1 of this ETU IP, at the request of ~~the Interconnection Customer~~ Interconnection Customer, the System Operator and Interconnecting Transmission Owner shall begin negotiations with ~~the Interconnection Customer~~ Interconnection Customer concerning the appendices to the ETU IA at any time after Interconnection Customer executes the Interconnection Facilities Study Agreement or after the Cluster Study and/or Cluster Restudy ~~the Interconnection Facilities Study is complete or after the Interconnection System Impact Study is complete~~ if Interconnection Customer intends to waive the Interconnection Facilities Study. In the event that

Interconnection Customer waives the Interconnection Facilities Study and proceeds directly from the Cluster Study or Cluster Restudy to ETU IA negotiation, Interconnection Customer shall provide an additional deposit that brings the total Commercial Readiness Deposit submitted to the System Operator to ten percent (10%), as required by Section 8.1 of this LGIP, within thirty (30) Calendar Days of the Cluster Study Report Meeting or Cluster Restudy Report meeting (as applicable). The System Operator, Interconnection Customer, and Interconnecting Transmission Owner shall negotiate concerning any disputed provisions of the appendices to the draft ETU IA for not more than sixty (60) Calendar Days after tender by the System Operator of the draft ETU IA pursuant to Section 11 of this ETU IP. If ~~the Interconnection Customer~~Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the draft ETU IA pursuant to Section 11.1 of this ETU IP and request submission of the unexecuted ETU IA with the Commission or initiate Dispute Resolution procedures pursuant to Section 13.5 of this ETU IP. If ~~the Interconnection Customer~~Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to request either the filing of the unexecuted ETU IA or initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if ~~the Interconnection Customer~~Interconnection Customer has not executed the ETU IA, requested filing of an unexecuted ETU IA, or initiated Dispute Resolution procedures pursuant to Section 13.5 of this ETU IP within sixty (60) Calendar Days of tender of by the System Operator of the draft ETU IA pursuant to Section 11.1, it shall be deemed to have withdrawn its Interconnection Request. The System Operator and Interconnecting Transmission Owner shall provide to ~~the Interconnection Customer~~Interconnection Customer a final ETU IA within fifteen (15) Business Days after the mutually agreed completion of the negotiation process.

#### **11.2.1 Delay in ETU IA Execution, or Filing Unexecuted, to Await Affected System Study Report.**

If Interconnection Customer has not received its Affected System Study Report from the Affected System Operator prior to the date that it would be required to execute its ETU IA (or request that its ETU IA be filed unexecuted) pursuant to Section 11.1 of this ETU IP, System Operator shall, upon request of Interconnection Customer, extend this deadline to thirty (30) Calendar Days after Interconnection Customer's receipt of the Affected System Study Report. If Interconnection Customer, after delaying ETU IA execution, or requesting unexecuted filing, to await Affected System Study Report, decides to proceed to ETU IA execution, or request unexecuted filing, without those results, it may notify System Operator of its intent to proceed with ETU IA execution (or request that its ETU IA be filed unexecuted)

pursuant to Section 11.1 of this ETU IP. If System Operator determines that further delay to the ETU IA execution date would cause a material impact on the cost or timing of an equal- or lower-queued interconnection customer, System Operator must notify Interconnection Customer of such impacts and set the deadline to execute the ETU IA (or request that the ETU IA be filed unexecuted) to thirty (30) Calendar Days after such notice is provided.

### **11.3 Evidence to be Provided by Interconnection Customer; Execution and Filing of ETU IA.**

#### **11.3.1 Evidence to be Provided by Interconnection Customer.**

**11.3.1.1 ~~Site Control.~~ Site Control and ETU IA Deposit.** Simultaneously with submitting the executed ETU IA to the System Operator, or within ten (10) Business Days after Interconnection Customer request that the ETU IA be filed unexecuted at the Commission, Interconnection Customer shall provide (A) to the System Operator demonstration of continued Site Control pursuant to Section 8.1(2) of this ETU IP; and (B) to the Interconnecting Transmission Owner, in a form acceptable to the Interconnecting Transmission Owner, the ETU IA Deposit equal to twenty percent (20%) of Interconnection Customer's estimated Network Upgrade costs identified in the draft ETU IA minus the total amount of Commercial Readiness Deposit that Interconnection Customer has provided to the System Operator for its Interconnection Request. Interconnecting Transmission Owner shall use ETU IA Deposits as (or as a portion of) Interconnection Customer's security required under Article 11.5 of the ETUIA. Interconnection Customer may not request to suspend its ETU IA under Article 5.16 of the ETU IA until Interconnection Customer has provided (A) to the System Operator and (B) to the Interconnecting Transmission Owner. If Interconnection Customer fails to provide (A) and (B) within the thirty (30) Calendar Days allowed for returning the executed ETU IA and appendices under Section 11.1 of this ETU IP, or within ten (10) Business Days after Interconnection Customer requests that the System Operator and Interconnecting Transmission Owner file the ETU IA unexecuted at the Commission as allowed in this Section 11.3 of this ETU IP, the Interconnection Request will be deemed withdrawn pursuant to Section 3.7 of this ETU IP.

Within fifteen (15) Business Days after receipt of the final ETU IA, the Interconnection Customer shall provide (A) to the System Operator, reasonable evidence of continued Site Control, or (B) to the Interconnecting Transmission Owner posting of \$250,000 non-refundable additional security, which shall be applied toward future construction costs. If multiple Interconnecting Transmission Owners, the



~~\$250,000 non-refundable additional security shall be distributed evenly among them. Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for (i) a modification to the Interconnection Customer's existing Pool Transmission Facility, Merchant Transmission Facility, or Other Transmission Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property, or (ii) a modification of an existing Pool Transmission Facility that is not owned by the Interconnection Customer.~~

**11.3.1.2 Development Milestones.** Simultaneously with submitting the executed ETU IA to the System Operator, or within ten (10) Business Days after Interconnection Customer requests that the ETU IA be filed unexecuted, Within fifteen (15) Business Days after receipt of the final ETU IA, the Interconnection Customer~~Interconnection Customer~~ also shall provide to the System Operator reasonable evidence that one or more of the following milestones in the development of the Elective Transmission Upgrade, to be elected by ~~the Interconnection Customer~~Interconnection Customer, has been achieved: (i) the submission of filings for regulatory siting; (ii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Elective Transmission Upgrade; (iii) execution of an agreement (or comparable evidence) regarding the use of the Elective Transmission Upgrade; (iv) application for environmental or land use permit.

At the same time, Interconnection Customer with an Interconnection Request shall commit to a schedule for the payment of upgrades identified in the Interconnection Studies or an E&P Agreement.~~At the same time, the Interconnection Customer with an Interconnection Request that was not studied using Clustering, shall commit to a schedule for the payment of upgrades identified in the Interconnection Studies or an E&P Agreement and either: (A) provide evidence of approvals for all Major Permits for the Elective Transmission Upgrade, as defined in Section III.13.1.1.2.2(a) of the Tariff, or (B) provide to the Interconnecting Transmission Owner, in the form acceptable to the Interconnecting Transmission Owner, a refundable deposit of twenty (20) percent of the total costs for the Interconnection Facilities and other upgrades identified in the Interconnection Studies or an E&P Agreement, unless the Interconnecting Transmission Owner's expenditure schedule for the Interconnection Facilities and other upgrades calls for an initial payment of greater than twenty (20) percent of the total upgrade costs, in which case the scheduled initial payment must instead be made within the fifteenth Business Day after receipt of the final ETU IA. If the Interconnection Customer selects option (B) above, it shall also commit in the ETU IA to the achievement of: (i) milestones for the completion of Major Permit approvals, and (ii) in the case of a~~



~~CNR Interconnection Request, milestones to align the ETU IA with the fulfillment of terms outlined in Section III.13 of the Tariff for participation in the Forward Capacity Market.~~

Within fifteen (15) Business Days after receipt of the final ETU IA, an Interconnection Customer with an Interconnection Request ~~studied in a CSIS and CFAC where such studies were triggered prior to the effective date of this ETU IP~~ studied using Clustering that provided the additional ~~Cluster~~ CETU Participation Deposit in accordance with Section 4.2.4.4 shall provide to the Interconnecting Transmission Owner, in cash, a potentially non-refundable deposit of twenty (20) percent of the total costs for the Interconnection Facilities and other upgrades, including any CETUs, identified in the CFAC, unless the Interconnecting Transmission Owner's expenditure schedule for the Interconnection Facilities and other upgrades calls for an initial payment of greater than twenty (20) percent of the total upgrade costs, in which case the scheduled initial payment must instead be made within the fifteenth Business Day after receipt of the final ETU IA. If ~~the Interconnection Customer~~ Interconnection Customer does not submit this deposit (or make the initial payment) by the fifteenth Business Day after receipt of the final ETU IA, the Interconnection Request shall be automatically withdrawn from the interconnection queue without further opportunity to cure, and ~~the Interconnection Customer~~ Interconnection Customer's initial and additional ~~Cluster~~ CETU Participation Deposits shall become non-refundable. The non-refundable initial and additional ~~Cluster~~ CETU Participation Deposits shall be re-allocated, according to the cost allocation methodology contained in Schedule 11, to ~~the Interconnection Customer~~ Interconnection Customers with Interconnection Requests included in the cluster at time the facilities proposed in the Interconnection Requests achieve Commercial Operation. If an Interconnection Request is withdrawn after ~~the Interconnection Customer~~ Interconnection Customer's payment of twenty (20) percent of the total cost responsibility for the upgrades to the Interconnecting Transmission Owner, then the payment shall be used to offset the costs of the CETU. Any unspent payments of the total cost responsibility for the upgrades to the Interconnecting Transmission Owner will be refunded to the respective Interconnection Customers that executed the Interconnection Agreement and provided to the Interconnecting Transmission Owner the twenty (20) percent deposit (or initial payment) if all the associated Interconnection Requests are withdrawn from the interconnection queue and the associated Interconnection Agreements are terminated.

**11.3.2 Execution and Filing of ETU IA.** Within fifteen (15) Business Days after receipt of the final ETU IA, (i) ~~the Interconnection Customer~~ Interconnection Customer and Interconnecting Transmission Owner shall execute three (3) originals of the tendered ETU IA, and return them to the System Operator,

who will send an original to Interconnecting Transmission Owner and Interconnection Customer; or (ii) ~~the Interconnection Customer~~Interconnection Customer shall request in writing that the System Operator and the Interconnecting Transmission Owner jointly file with the Commission an ETU IA in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either the executed originals of the tendered ETU IA (if it does not conform with a Commission-approved standard form of interconnection agreement) or the request to file an unexecuted ETU IA, the System Operator and Interconnecting Transmission Owner, in accordance with Section 11.3.3 or Section 11.3.4, as appropriate, shall jointly file the ETU IA with the Commission, together with its explanation of any matters as to which the System Operator, Interconnection Customer or Interconnecting Transmission Owner disagree and support for the costs that the Interconnecting Transmission Owner proposes to charge to ~~the Interconnection Customer~~Interconnection Customer under the ETU IA. An unexecuted ETU IA should contain terms and conditions deemed appropriate by the System Operator and Interconnecting Transmission Owner for the Interconnection Request. If the Parties agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted ETU IA, they may proceed pending Commission action.

With respect to the interconnection of an Interconnection Customer under Schedule 25, the ETU IA shall be a three-party agreement among the Interconnecting Transmission Owner, the System Operator and ~~the Interconnection Customer~~Interconnection Customer. If the Interconnecting Transmission Owner, System Operator and Interconnection Customer agree to the terms and conditions of a specific ETU IA, or any amendments to such an ETU IA, then the System Operator and Interconnecting Transmission Owner shall jointly file the executed ETU IA, or amendment thereto, with the Commission under Section 205 of the Federal Power Act. To the extent the Interconnecting Transmission Owner, System Operator and Interconnection Customer cannot agree to proposed variations from the standard form of ETU IA in Appendix 116 or cannot otherwise agree to the terms and conditions of the ETU IA for such Elective Transmission Upgrade, or any amendments to such an ETU IA, then the System Operator and Interconnecting Transmission Owner shall jointly file an unexecuted ETU IA, or amendment thereto, with the Commission under Section 205 of the Federal Power Act and shall identify the areas of disagreement in such filing, provided that, in the event of disagreement on terms and conditions of the ETU IA related to the costs of upgrades to such Interconnecting Transmission Owner's transmission facilities, the anticipated schedule for the construction of such upgrades, any financial obligations of the Interconnecting Transmission Owner, and any provisions related to physical impacts of the interconnection on the Interconnecting Transmission Owner's transmission facilities or other assets, then

the standard applicable under Section 205 of the Federal Power Act shall apply only to the Interconnecting Transmission Owner's position on such terms and conditions.

**11.3.3** The Interconnecting Transmission Owner, acting on its own or jointly with the System Operator, may initiate a filing to amend this ETU IP and the standard form of ETU IA in Appendix 116 under Section 205 of the Federal Power Act and shall include in such filing the views of System Operator, provided that the standard applicable under Section 205 of the Federal Power Act shall apply only to the Interconnecting Transmission Owner's position on any financial obligations of the Interconnecting Transmission Owner or ~~the Interconnection Customer~~Interconnection Customer(s), and any provisions related to physical impacts of the interconnection on the Interconnecting Transmission Owner's transmission facilities or other assets.

#### **11.4 Commencement of Interconnection Activities.**

If ~~the Interconnection Customer~~Interconnection Customer executes the final ETU IA, the System Operator, Interconnection Customer and Interconnecting Transmission Owner shall perform their respective obligations in accordance with the terms of the ETU IA, subject to modification by the Commission. Upon submission of an unexecuted ETU IA, the System Operator, Interconnection Customer and Interconnecting Transmission Owner shall promptly comply with the unexecuted ETU IA, subject to modification by the Commission.

#### **11.5 Other Regulatory Arrangements.**

Prior to achieving Commercial Operation, the Elective Transmission Upgrade must be under the Operational Authority of the System Operator pursuant to a Transmission Operating Agreement and establish a schedule under the ISO OATT pursuant to which service will be offered over the Elective Transmission Upgrade.

### **SECTION 12. CONSTRUCTION OF INTERCONNECTING TRANSMISSION OWNER INTERCONNECTION FACILITIES AND NETWORK UPGRADES.**

#### **12.1 Schedule.**

~~The Interconnection Customer~~Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party or Internal Affected Party shall negotiate in good faith concerning a schedule for the

construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades.

## **12.2 Construction Sequencing.**

**12.2.1 General.** In general, the Trial Operation Date of an Interconnection Customer seeking interconnection to the Administered Transmission System will determine the sequence of construction of Network Upgrades.

**12.2.2 Advance Construction of Network Upgrades that are an Obligation of an Entity other than ~~the Interconnection Customer~~ Interconnection Customer.** An Interconnection Customer with an executed or unexecuted, but filed with the Commission, ETU IA, in order to maintain its Trial Operation Date, may request that the Interconnecting Transmission Owner or appropriate Affected Party advance to the extent necessary the completion of Network Upgrades that: (i) were assumed in the Interconnection Studies for such Interconnection Customer, (ii) are necessary to support such Trial Operation Date, and (iii) would otherwise not be completed, pursuant to a contractual obligation of an entity other than ~~the Interconnection Customer~~ Interconnection Customer that is seeking interconnection to the Administered Transmission System, in time to support such Trial Operation Date. Upon such request, the Interconnecting Transmission Owner or appropriate Affected Party will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that ~~the Interconnection Customer~~ Interconnection Customer commits to pay the Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party; (i) any associated expediting costs and (ii) the cost of such Network Upgrades.

The Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party will refund to ~~the Interconnection Customer~~ Interconnection Customer both the expediting costs and the cost of Network Upgrades, in accordance with Article 11.4 of the ETU IA. Consequently, the entity with a contractual obligation to construct such Network Upgrades shall be obligated to pay only that portion of the costs of the Network Upgrades that the Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party has not refunded to ~~the Interconnection Customer~~ Interconnection Customer. Payment by that entity with a contractual obligation to construct such Network Upgrades shall be due on the date that it would have been due had there been no request for advance construction. The Interconnecting Transmission Owner or appropriate Affected Party shall forward to ~~the Interconnection~~

~~Customer~~Interconnection Customer the amount paid by the entity with a contractual obligation to construct the Network Upgrades as payment in full for the outstanding balance owed to ~~the~~  
~~Interconnection Customer~~Interconnection Customer. The Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party then shall refund to that entity the amount that it paid for the Network Upgrades, in accordance with Article 11.4 of the ETU IA.

**12.2.3 Advancing Construction of Network Upgrades that are Part of the Regional System Plan of the System Operator.** An Interconnection Customer with an ETU IA, in order to maintain its Trial Operation Date, may request that Interconnecting Transmission Owner or appropriate Affected Party advance to the extent necessary the completion of Network Upgrades that: (i) are necessary to support such Trial Operation Date and (ii) would otherwise not be completed, pursuant to the Regional System Plan, in time to support such Trial Operation Date. Upon such request, the Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that ~~the~~  
~~Interconnection Customer~~Interconnection Customer commits to pay the Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party any associated expediting costs.

**12.2.4 Amended ~~Interconnection System Impact Cluster~~ Study.** ~~An Interconnection System Impact Cluster~~ Study Report will be amended to determine the facilities necessary to support the requested Trial Operation Date. This amended ~~study-report~~ will include those transmission and Generating Facilities that are expected to be in service on or before the requested Trial Operation Date. The ETU IA will also be amended to reflect the results of the ~~A~~amended ~~Interconnection System Impact Cluster~~ Study and any changes in obligations, including financial support, of the Parties.

## **SECTION 13. MISCELLANEOUS.**

### **13.1 Confidentiality.**

Confidential Information shall include, without limitation, all information treated as confidential under the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, all information relating to a Party's technology, research and development,

business affairs, and pricing, and any information supplied by any of the Parties to the others prior to the execution of an ETU IA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by any Party, the other Party(ies) shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

**13.1.1 Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the ETU IA; or (6) is required, in accordance with Section 13.1.6, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under the ETU IA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Parties that it no longer is confidential.

**13.1.2 Release of Confidential Information.** A Party shall not release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Section 13.1 and has agreed to

comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 13.1.

**13.1.3 Rights.** Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party(ies). The disclosure by each Party to the other Party(ies) of Confidential Information shall not be deemed a waiver by any Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

**13.1.4 No Warranties.** By providing Confidential Information, a Party does not make any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, a Party does not obligate itself to provide any particular information or Confidential Information to the other Party(ies) nor to enter into any further agreements or proceed with any other relationship or joint venture.

**13.1.5 Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party(ies) under these procedures or its regulatory requirements.

**13.1.6 Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party(ies) with prompt notice of such request(s) or requirement(s) so that the other Party(ies) may seek an appropriate protective order or waive compliance with the terms of the ETU IA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

**13.1.7 Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's(ies') Breach of its obligations under this Section 13.1. Each Party accordingly agrees that the other Party(ies) shall be entitled to equitable relief, by way of injunction or otherwise, if the first

Party Breaches or threatens to Breach its obligations under this Section 13.1, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Section 13.1, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 13.1.

**13.1.8 Disclosure to the Commission, its Staff, or a State.** Notwithstanding anything in this Section 13.1 to the contrary, and pursuant to 18 CFR section 1b.20, if the Commission or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to the ETU IP, the Party shall provide the requested information to the Commission or its staff, within the time provided for in the request for information. In providing the information to the Commission or its staff, the Party must, consistent with 18 CFR. section 388.112, request that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Party(ies) to the ETU IA when it is notified by the Commission or its staff that a request to release Confidential Information has been received by the Commission, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner, consistent with applicable state rules, regulations and Section 13.1.

**13.1.9** Subject to the exception in Section 13.1.8, any information that a Party claims is competitively sensitive, commercial or financial information (“Confidential Information”) shall not be disclosed by the other Party(ies) to any person not employed or retained by the other Party(ies), except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party(ies), such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this ETU IP or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a subregional, regional or national reliability organization or planning group. The Party asserting



confidentiality shall notify the other Party(ies) in writing of the information it claims is confidential. Prior to any disclosures of the other Party's(ies') Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party(ies) in writing and agrees to assert confidentiality and cooperate with the other Party(ies) in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

**13.1.10** This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a Breach of this provision).

**13.1.11** The System Operator and Interconnecting Transmission Owner shall, at Interconnection Customer's election, destroy, in a confidential manner, or return the Confidential Information provided at the time when Confidential Information is no longer needed.

### **13.2 Delegation of Responsibility.**

The System Operator and Interconnecting Transmission Owner, or any Affected Party or Internal Affected Party may use the services of subcontractors as it deems appropriate to perform its obligations under this ETU IP. The Party using the services of a subcontractor shall remain primarily liable to ~~the Interconnection Customer~~ Interconnection Customer for the performance of such subcontractors and compliance with its obligations of this ETU IP. The subcontractor shall keep all information provided confidential and shall use such information solely for the performance of such obligation for which it was provided and no other purpose.

### **13.3 Obligation for Study Costs.**

In the event an Interconnection Customer withdraws its Interconnection Request prior to the commencement of the Cluster Study, Interconnection Customer must pay System Operator and Interconnecting Transmission Owner the actual costs of processing its Interconnection Request. In the event an Interconnection Customer withdraws after the commencement of the Cluster Study, tThe System Operator and the Interconnecting Transmission Owner shall charge, and ~~the Interconnection Customer~~ Interconnection Customer shall pay, the actual costs of the Interconnection Studies. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein, to ~~the Interconnection Customer~~ Interconnection

Customer or offset against the cost of any future Interconnection Studies associated with the applicable Interconnection Request prior to beginning of any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. ~~The Interconnection Customer~~Interconnection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice therefore. If an Interconnection Customer fails to pay such undisputed costs within the time allotted, its Interconnection Request shall be deemed withdrawn from the Cluster Study Process and will be subject to Withdrawal Penalties pursuant to Section 3.7 of this ETU IP. The System Operator and Interconnecting Transmission Owner shall not be obligated to perform or continue to perform any studies unless the Interconnection Customer has paid all undisputed amounts in compliance herewith.

### **13.4 Third Parties Conducting Studies.**

If (i) at the time of the signing of an Interconnection Study Agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) ~~the Interconnection Customer~~Interconnection Customer receives notice pursuant to Sections 6.3, 7.4, 8.3 or 10.3 of this ETU IP that the System Operator or Interconnecting Transmission Owner will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) ~~the Interconnection Customer~~Interconnection Customer receives neither the Interconnection Study nor a notice under Sections 6.3, 7.4 or 8.3 of this ETU IP within the applicable timeframe for such Interconnection Study, then ~~the Interconnection Customer~~Interconnection Customer may request, which request will not be unreasonably denied, that the System Operator and Interconnecting Transmission Owner utilize a third party consultant reasonably acceptable to the System Operator, Interconnection Customer, Interconnecting Transmission Owner and any appropriate Affected Party or Internal Affected Party, to perform such Interconnection Study under the direction of the System Operator or Interconnecting Transmission Owner as applicable. At other times, System Operator or Interconnecting Transmission Owner may also utilize a third party consultant to perform such Interconnection Study, either in response to a general request of ~~the Interconnection Customer~~Interconnection Customer, or on its own volition. In all cases, use of a third party consultant shall be in accord with Article 26 of the ETU IA (Subcontractors) and limited to situations where the System Operator or Interconnecting Transmission Owner determines that doing so will help maintain or accelerate the study process for ~~the Interconnection Customer~~Interconnection Customer's pending Interconnection Request and not interfere with the System Operator and Interconnecting Transmission Owner's progress on Interconnection Studies for other pending Interconnection Requests. In cases where ~~the Interconnection Customer~~Interconnection Customer

Customer requests use of a third party consultant to perform such Interconnection Study, ~~the~~  
~~Interconnection Customer~~Interconnection Customer, System Operator and Interconnecting Transmission  
Owner shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements  
and the estimated study completion date and study review deadline. The System Operator and  
Interconnecting Transmission Owner shall convey all workpapers, data bases, study results and all other  
supporting documentation prepared to date with respect to the Interconnection Request as soon as soon as  
practicable upon ~~the Interconnection Customer~~Interconnection Customer's request subject to the  
confidentiality provision in Section 13.1 of this ETU IP and the ISO New England Information Policy, as  
well as any other applicable requirement under Applicable Laws and Regulations regulating the  
disclosure or confidentiality of such information. In any case, such third party contract may be entered  
into with the System Operator, Interconnection Customer, or Interconnecting Transmission Owner at the  
System Operator and Interconnecting Transmission Owner's discretion. In the case of (iii) ~~the~~  
~~Interconnection Customer~~Interconnection Customer maintains its right to submit a claim to Dispute  
Resolution to recover the costs of such third party study. Such third party consultant shall be required to  
comply with this ETU IP, Article 26 of the ETU IA (Subcontractors), and the relevant Tariff procedures  
and protocols as would apply if the System Operator and Interconnecting Transmission Owner were to  
conduct the Interconnection Study and shall use the information provided to it solely for purposes of  
performing such services and for no other purposes.

The System Operator and Interconnecting Transmission Owner shall cooperate with such third party  
consultant and Interconnection Customer to complete and issue the Interconnection Study in the shortest  
reasonable time.

### **13.5 Disputes.**

**13.5.1 Submission.** In the event a Party has a dispute, or asserts a claim, that arises out of or in  
connection with the ETU IA, the ETU IP, or their performance, such Party (the "Disputing Party") shall  
provide the other Party(ies) with written notice of the dispute or claim ("Notice of Dispute"). Such  
dispute or claim shall be referred to a designated senior representative of each Party for resolution on an  
informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party(ies). In  
the event the designated representatives are unable to resolve the claim or dispute through unassisted or  
assisted negotiations within thirty (30) Calendar Days of the other Party's(ies') receipt of the Notice of  
Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and

resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, after thirty (30) Calendar Days, then (i) in the case of disputes arising out of or in conjunction with the ETU IA, the System Operator and Interconnecting Transmission Owner shall jointly file an unexecuted ETU IA, or amendment thereto, with the Commission in accordance with Section 11.3.4, or (ii) in the case of disputes arising out of or in connection with any other matter regarding the administration of the ETU IP, the System Operator may terminate the Interconnection Request and ~~the Interconnection Customer~~Interconnection Customer may seek relief pursuant to Section 206 of the Federal Power Act. Each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this Schedule 25.

**13.5.2 External Arbitration Procedures.** Any arbitration initiated under these procedures shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The arbitrator so chosen by the System Operator shall chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Arbitration Rules”) and any applicable Commission regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Section 13, the terms of this Section 13 shall prevail.

**13.5.3 Arbitration Decisions.** Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons for such decision. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the ETU IA and ETU IP and shall have no power to modify or change any provision of the ETU IA and ETU IP in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the

Commission if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

**13.5.4 Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three-member panel and one-third of any associated arbitration costs; or (2) one-third the cost of the single arbitrator jointly chosen by the Parties and one-third of any associated arbitration costs.

### **13.6 Local Furnishing Bonds.**

**13.6.1 Facilities Financed by Local Furnishing Bonds.** This provision is applicable only to interconnections associated with facilities financed for the local furnishing of electric energy with tax-exempt bonds, as described in Section 142(f) of the Internal Revenue Code ("local furnishing bonds"). Notwithstanding any other provision of this ETU IA and ETU IP, the Interconnecting Transmission Owner shall not be required to provide Interconnection Service to ~~the Interconnection Customer~~Interconnection Customer pursuant to this ETU IA and ETU IP if the provision of such Interconnection Service would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance the Interconnecting Transmission Owner's facilities that would be used in providing such Interconnection Service.

**13.6.2 Alternative Procedures for Requesting Interconnection Service.** If the Interconnecting Transmission Owner determines that the provision of Interconnection Service requested by ~~the Interconnection Customer~~Interconnection Customer would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance its facilities that would be used in providing such Interconnection Service, it shall advise ~~the Interconnection Customer~~Interconnection Customer within thirty (30) Calendar Days of receiving notice of the Interconnection Request. ~~The Interconnection Customer~~Interconnection Customer thereafter may renew its Interconnection Request using the process specified in the Tariff.

### **13.7 Engineering & Procurement ("E&P") Agreement.**

Prior to executing an ETU IA, an Interconnection Customer may request, in order to advance the implementation of its interconnection, and the Interconnecting Transmission Owner and any Affected Party or Internal Affected Party shall offer Interconnection Customer, an E&P Agreement that authorizes

the Interconnecting Transmission Owner and any Affected Party or Internal Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, the Interconnecting Transmission Owner or any Affected Party or Internal Affected Party shall not be obligated to offer an E&P Agreement if Interconnection Customer is in Dispute Resolution as a result of an allegation that Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the ETU IP. The E&P Agreement is an optional procedure and it will not alter Interconnection Customer's Queue Position or Trial Operation Date. The E&P Agreement shall provide for Interconnection Customer to pay the cost of all activities authorized by Interconnection Customer, including a deposit of 100 percent of the estimated engineering and study costs, and to make advance payments or provide other satisfactory security for such costs.

Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If Interconnection Customer withdraws its application for interconnection or an E&P Agreement is terminated by any Party, to the extent the equipment ordered can be canceled under reasonable terms, Interconnection Customer shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably canceled, the Interconnecting Transmission Owner or the Affected Party or Internal Affected Party that is a party to an E&P Agreement may elect: (i) to take title to the equipment, in which event the Interconnecting Transmission Owner or relevant Affected Party or Internal Affected Party shall refund Interconnection Customer any amounts paid by Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (ii) to transfer title to and deliver such equipment to Interconnection Customer, in which event Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment.

## APPENDICES TO ETU IP

APPENDIX 1 INTERCONNECTION REQUEST FOR ELECTIVE TRANSMISSION UPGRADE

APPENDIX 2 CLUSTER STUDY AGREEMENT

APPENDIX 3 INTERCONNECTION FACILITIES STUDY AGREEMENT

APPENDIX 4 OPTIONAL INTERCONNECTION STUDY AGREEMENT

APPENDIX 5 TRANSITIONAL CLUSTER STUDY AGREEMENT

APPENDIX 6 TRANSITIONAL SERIAL INTERCONNECTION FACILITIES STUDY  
AGREEMENT

APPENDIX 7 TWO-PARTY AFFECTED SYSTEM STUDY AGREEMENT

APPENDIX 8 MULTIPARTY AFFECTED SYSTEM STUDY AGREEMENT

APPENDIX 9 TWO-PARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT

APPENDIX 10 MULTIPARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT

APPENDIX 11 ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION AGREEMENT

~~APPENDIX 1 INTERCONNECTION REQUEST FOR ELECTIVE TRANSMISSION UPGRADE~~

~~APPENDIX 2 INTERCONNECTION FEASIBILITY CLUSTER STUDY AGREEMENT~~

~~APPENDIX 3 INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT~~

~~APPENDIX 4<sub>3</sub> INTERCONNECTION FACILITIES STUDY AGREEMENT~~

~~APPENDIX 5<sub>4</sub> OPTIONAL INTERCONNECTION STUDY AGREEMENT~~

~~APPENDIX 6 TRANSITIONAL CLUSTER STUDY ELECTIVE TRANSMISSION UPGRADE  
INTERCONNECTION AGREEMENT~~

**APPENDIX 1**  
**INTERCONNECTION REQUEST**  
**FOR ELECTIVE TRANSMISSION UPGRADE**

The undersigned Interconnection Customer submits this request to interconnect its Elective Transmission Upgrade (“ETU”) to the Administered Transmission System under Schedule 25 – Elective Transmission Upgrade Interconnection Procedures (“ETU IP”) of Section II to the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”). Capitalized terms have the meanings specified in the Tariff.

---

---

**PROJECT INFORMATION**

Proposed Project Name: \_\_\_\_\_

Description of the ETU ~~objective~~ (select one of a, b, c, d, or e):

a. \_\_\_\_\_ Addition of a specific technology:

\_\_\_\_\_ Type of new facility (check all applicable):

\_\_\_\_\_DC    \_\_\_\_\_AC    \_\_\_\_\_controllable    \_\_\_\_\_non-controllable    \_\_\_\_\_Other (Explain):

Address(es) or Location(s) of the ETU (including Town/City, County & State or a map detailing such information):

Location(s) of the proposed Point(s) of Interconnection and associated terminals:

Transmission transfer capability, including:



- i. Energy transfer capability and direction(s) of flow
- ii. Capacity transfer capability and direction(s) of flow
- iii. Other:

Indicate whether the study should consider:

- i. Both directions of flow
- ii. One direction of flow only
- iii. Explain:

- b. \_\_\_\_ Modification to existing PTF, MTF or OTF that is part of or interconnected to the Administered Transmission System. Explain.

- c. \_\_\_\_ Specific performance objective associated with specific Generating Facility(ies)/resources:

Identify Generating Facility(ies)/resources, including Queue Positions:

Identify the specific performance goals/objectives of the ETU (e.g., energy integration):

d.     \_\_\_ Increase in transfer capability between points, including:

- i.       Transfer points (from/to)
- ii.      Energy transfer capability increase and direction(s) of flow
- iii.     Capacity transfer capability increase and direction(s) of flow
- iv.      Other

e.     \_\_\_ Other specific and clearly described discrete objective:

**~~Projected~~ Requested Dates:**

Commercial Operation: \_\_\_\_\_

Trial Operation: \_\_\_\_\_

In-Service: \_\_\_\_\_

This request is for (*check either Internal ETU or External ETU options*):

1)     \_\_\_ An Internal ETU (*check one ~~of i or ii~~*):

- i.       \_\_\_ The interconnection of proposed new (*check one*):

\_\_\_\_\_ **PTF;** or

\_\_\_\_OTF or MTF.

- ii. \_\_\_\_A modification to, an increase in the transmission capability of, or other specific proposed objective associated with (*check one*):

\_\_\_\_existing internal PTF; or

\_\_\_\_existing internal MTF or OTF that is interconnected to the Administered Transmission System.

- 2) \_\_\_\_An External ETU (*check ~~i or ii or iii~~ one* and specify the other Control Area interconnecting to \_\_\_\_\_)

- i. \_\_\_\_The interconnection of proposed new (*check one*):

\_\_\_\_PTF; or

\_\_\_\_ OTF or MTF.

- ii. \_\_\_\_A modification to, an increase in the transmission capability of, or other specific proposed objective associated with (*check one*):

\_\_\_\_existing external PTF; or

\_\_\_\_existing external MTF or OTF.

- iii. \_\_\_\_A change from NI Interconnection Service to CNI Interconnection Service for a controllable MTF or OTF (no physical change to facilities).

For External controllable OTF or MTF in the importing direction, applicant requests (*check one NI or CNI*):

\_\_\_\_NI Interconnection Service (i.e., energy only): \_\_\_\_\_ MW

\_\_\_\_CNI Interconnection Service (i.e., capacity and energy): \_\_\_\_\_ MW.

~~□ Interconnection Customer requests to be downgraded to NI Interconnection Service where violations are identified in the thermal analysis associated with CNI Interconnection Service testing~~

~~i. If CNI Interconnection Service, does the Interconnection Customer request Long Lead Facility treatment? Yes or No~~

~~If yes, provide to ISO-NE, together with this Interconnection Request, the Long Lead Facility deposit and other required information as specified in Section 3.2.3 of the ETU IP, including a justification for Long Lead Facility treatment.~~

Evidence of Site Control (*check one*):

- a. \_\_\_ If for CNI Interconnection Service, Site Control is included with this Interconnection Request form, as required.
- b. \_\_\_ If for NI Interconnection Service (*check one*):
  - i. \_\_\_ Site Control is provided with this Interconnection Request form.
  - ii. \_\_\_ In lieu of evidence of Site Control, a \$10,000 deposit is provided with this Interconnection Request form (refundable within the cure period as described in Section 3.3.23 of the ETU IP).
  - iii. \_\_\_ Site Control is not provided because the proposed modification is either:
    - a) to existing MTF, OTF or PTF and by checking this option, ~~the Interconnection Customer~~Interconnection Customer certifies that the proposed modification does not require additional real property, or
    - b) to PTF and ~~the Interconnection Customer~~Interconnection Customer does not own such PTF.

~~1. This Interconnection Customer requests (*check one*):~~

~~4) An Interconnection Feasibility Study to be completed as a separate and distinct study, or~~

~~5) An Interconnection System Impact Study with the Feasibility Study to be performed as the first step of the study.~~

~~6) If seeking CNI Interconnection Service, does the Interconnection Customer request a preliminary non-binding analysis to identify potential upgrades that may be necessary to qualify resources for participation in a Forward Capacity Auction? \_\_\_\_ Yes or \_\_\_\_ No~~

~~*Note: The above selection of a or b is not required as part of the initial Interconnection Request; however, the Interconnection Customer shall select either option and may revise this selection up to within five (5) Business Days following the Scoping Meeting.*~~

The ETU technical data specified within the applicable attachment to this form is required to be (check one):

\_\_\_\_ Is included with the submittal of this Interconnection Request.

~~\_\_\_\_ Will be provided on or before the execution and return of the Feasibility Study Agreement (Attachment B) or the System Impact Study Agreement (Attachment A), as applicable.~~

#### CUSTOMER INFORMATION

	<u>Interconnection Customer</u>	<u>Customer Representative</u>
<b>Company Name:</b>		
<b>Address:</b> (PO Box)		
(Street)		
(City, State, ZIP)		
<b>Phone:</b>		
<b>FAX:</b>		
<b>Email:</b>		

ISO Customer ID# (if available): \_\_\_\_\_

---

---

This Interconnection Request is submitted by:

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (type or print): \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

*In order for an Interconnection Request to be considered a valid request, it must **include**:*

*~~(a) Be accompanied by a all required deposits deposit of \$50,000.00 that is~~ provided electronically and ~~which~~ may be refundable in accordance with Section 3.3.12 of the ETU IP;*

*~~(b) Required Cluster Study Deposit and may be refundable in accordance with Section 3.3.2 of the ETU IP that is provided electronically;~~*

*~~(a)(c) Commercial Readiness Deposit and may be refundable in accordance with Section 3.3.2 of the ETU IP;~~*

*~~(b)(d) For CNI Interconnection Service, include-upload documentation demonstrating 100% Site Control in accordance with Section 3.3.2. If for NI Interconnection Service upload documentation demonstrating 100% Site Control in accordance with Section 3.4.2 (iv) or (1) a signed affidavit from an officer of Interconnection Customer indicating that Site Control is unobtainable due to regulatory limitations as such term is defined by the System Operator; and (2) documentation sufficiently describing and explaining the source and effects of such regulatory limitations, including a description of any conditions that must be met to satisfy the regulatory limitations and the anticipated time by which Interconnection Customer expects to satisfy the regulatory requirements and (3) a cash deposit in lieu of Site Control of \$10,000 per MW, subject to a minimum of \$500,000 and a maximum of \$2,000,000. demonstrate Site Control or post an additional deposit of \$10,000. If the Interconnection Customer with an Interconnection Request for NI Interconnection Service demonstrates Site Control within the cure period specified in Section 3.3.3 of the ETU IP, the additional deposit of \$10,000 shall be refundable. (An Interconnection Customer does not need to demonstrate Site Control for an Interconnection Request for a modification to its existing PTF, MTF or OTF facility where the Interconnection Customer Interconnection Customer has certified that it has Site Control and that the proposed modification does not require additional real property);~~*

*~~(e)(e) Include a detailed map, such as a map of the quality produced by the U.S. Geological Survey, which clearly indicates the site of the new facility and pertinent surrounding structures;~~*

*~~(d)(f) Include a one-line diagram of the facilities (2 copies); and~~*

~~(e) Include all information required on the Interconnection Request form and any attachments thereto.~~  
~~and~~

~~(f)(g) Include the deposit and all information required for Long Lead Facility treatment, if such treatment is requested in accordance with Section 3.2.3 of the ETU IP.~~

~~In addition, within sixty (60) days of submitting an Interconnection Request to the System Operator, the Interconnection Customer with a request for an External ETU, shall provide evidence that it has submitted a valid request with the other Control Area to which it seeks to interconnect.~~

~~The Interconnection Request and attachments thereto must be submitted to the System Operator via the Interconnection Request Tracking Tool or IRTT, a web-based application for submitting, tracking and viewing Interconnection Requests available on the ISO New England website.~~

In addition, within sixty (60) days of submitting an Interconnection Request to the System Operator, the Interconnection Customer with a request for an External ETU, shall provide evidence that it has submitted a valid request with the other Control Area to which it seeks to interconnect.

~~All Interconnection Requests must be sent to the System Operator via the Interconnection Request Tracking Tool or IRTT, a web-based application for submitting, tracking and viewing Interconnection Requests available on the ISO New England website.~~

ISO New England Inc. Use

Date Elective Transmission Upgrade Request Received: \_\_\_\_\_

Received By: \_\_\_\_\_

☐ Deficient \_\_\_\_\_ Date Cured: \_\_\_\_\_

Date Deemed Valid Application: \_\_\_\_\_

Deemed Valid By: \_\_\_\_\_

The technical data required below must be inputted directly into IRTT and submitted no later than the date of execution of the System Impact Study Agreement with the Interconnection Request pursuant to Section 3.3.27.2 of the ETU IP. Submit additional data sheets as necessary.

#### ELECTIVE TRANSMISSION UPGRADES:

<b>GEOGRAPHIC MAP</b>
Geographic map which clearly illustrates the location of the proposed Elective Transmission Upgrade facilities and which includes the location of the proposed Point(s) of Interconnection and a specific transmission line or transmission cable route if applicable.
<b>ONE LINE DIAGRAM</b>
Detailed one-line diagram of the proposed Elective Transmission Upgrades facilities showing the connectivity between all new proposed equipment (i.e., circuit breakers, instrument transformers, surge arresters, transformers, shunt-connected capacitor banks, shunt-connected reactors, dynamic reactive power supply systems, transmission lines, etc.) and the proposed bus configuration at the Point(s) of Interconnection. Equipment grounding configuration should be depicted on the one-line (i.e., for transformers show winding and grounding arrangement)
<b>PROPOSED POINT(S) OF INTERCONNECTION</b> <i>(include additional points as necessary)</i>
Point of Interconnection A:
Voltage Level: _____ kV



Point of Interconnection B:

Attachment A (page 2)  
To Appendix 1  
Interconnection Request  
Technical Data Required For  
Interconnection System Impact Study

Voltage Level: _____ Kv
Point of Interconnection C:
Voltage Level: _____ kV
<b>AC TRANSMISSION LINE DATA</b>  <i>(include data for segments between the POI and converter station(s) as necessary)</i>
Transmission line length: _____ Miles
AC transmission tower design illustrating tower type, conductor type, number of conductors per bundle, spacing of conductors within bundle, phase spacing between conductors or conductor bundles, and conductor or conductor bundle clearances.
Voltage level: _____ kV
Transmission line MVA base: _____ MVA
Positive sequence impedances on transmission line MVA base:
R: _____ p.u.      X: _____ p.u.      B: _____ p.u.
Zero sequence impedances on transmission line MVA base):
R: _____ p.u.      X: _____ p.u.      B: _____ p.u.
Line Rating:
Normal/LTE/STE Rating _____ MVA / _____ MVA / _____ MVA

<b>TRANSFORMER DATA</b>  <i>(include data for converter station power transformer(s) as necessary)</i>
Transformer Rating:  OA/FA/FOA Rating _____ MVA / _____ MVA / _____ MVA
Voltage Ratio: High-side/Low-side/Tertiary _____ kV / _____ kV / _____ kV
Winding Connections (Delta, Wye, or Wye-Grounded):  High-side Winding / Low-side Winding / Tertiary Winding _____ / _____ / _____
Fixed or Variable Taps:
Tap Range:
Two-Winding Transformer Impedances:  Positive Sequence Impedance on transformer OA MVA base: _____ % _____ X/R  Zero Sequence Impedance on transformer OA MVA base: _____ % _____ X/R
Three-Winding Transformer Impedances:
Positive Sequence Impedance on transformer OA MVA base  Z1 <sub>H-L</sub> (on self-cooled MVA rating) _____ %, X/R _____  Z1 <sub>H-T</sub> (on self-cooled MVA rating) _____ %, X/R _____  Z1 <sub>L-T</sub> (on self-cooled MVA rating) _____ %, X/R _____

Attachment A (page 4)  
To Appendix 1  
Interconnection Request  
Technical Data Required For  
Interconnection System Impact Study

Zero Sequence Impedance on transformer OA MVA base  $Z0_{H-L}$ (on self-cooled MVA rating) _____ %, X/R _____  $Z0_{H-T}$ (on self-cooled MVA rating) _____ %, X/R _____  $Z0_{L-T}$ (on self-cooled MVA rating) _____ %, X/R _____
<b>FIXED OR SWITCHED SHUNT CAPACITOR BANK DATA</b>
Capacitor Bank Rating: _____ MVA <sub>r</sub>
Positive sequence susceptance on capacitor bank rating base: B: _____ p.u.
Zero sequence susceptance on capacitor bank rating base: B: _____ p.u.
<b>FIXED OR SWITCHED SHUNT REACTOR DATA</b>
Nameplate Reactor Rating: _____ MVA <sub>r</sub>
Positive sequence susceptance on reactor rating base: B: _____ p.u.
Zero sequence susceptance on reactor rating base: B: _____ p.u.
<b>DYNAMIC SHUNT REACTIVE SUPPLY SYSTEM</b>
Device Type (i.e., SVC, STATCOM, etc.):
Reactive power supply reference point:
Maximum leading reactive power supply capability: _____ MVA <sub>r</sub>

Attachment A (page 5)  
To Appendix 1  
Interconnection Request  
Technical Data Required For  
Interconnection System Impact Study

Maximum lagging reactive power supply capability: _____ MVar
<b>DC TRANSMISSION SYSTEMS (LINE-COMMUTATED CONVERTER TECHNOLOGY)</b>
Nameplate power transmission capacity: _____ MW    _____ MVA
Minimum power transmission capacity: _____ MW
Maximum power transmission ramp rate: _____ MW/min
Point-to-point or back-to-back transmission:
Monopolar or bipolar transmission configuration:
Unidirectional or bidirectional power transmission: (identify rectifier station for detail to be submitted below):
Rated DC voltage: _____ kV
Rated DC current: _____ A
Power controlling converter station and real power reference location:
Converter station losses (including auxiliary power demand) at nameplate power: <div style="text-align: center; margin-top: 10px;">Rectifier: _____ kW      Inverter: _____ kW</div>
Transmission line or cable losses at nameplate power: _____ kW
Nominal rectifier firing angle (alpha): _____ deg

Nominal inverter extinction angle (gamma): \_\_\_\_\_ deg

Attachment A (page 6)  
To Appendix I  
Interconnection Request  
Technical Data Required For  
Interconnection System Impact Study

Converter station total reactive power supply (including filtering system) at nameplate active power:

Rectifier: \_\_\_\_\_ MVar      Inverter: \_\_\_\_\_ MVar

Number of switched filter or reactive power supply devices:

Rectifier: \_\_\_\_\_      Inverter: \_\_\_\_\_

Size of largest switched filter or reactive power supply device:

Rectifier: \_\_\_\_\_ MVar      Inverter: \_\_\_\_\_ MVar

DC transmission tower design illustrating tower type, conductor type, number of conductors, spacing between pole conductors or conductor bundles, and conductor or conductor bundle clearances.

DC cable design illustrating cable type, cable spacing, and underground or submarine installation design.

Pole conductor resistance at maximum operating temperature: \_\_\_\_\_ ohms

DMNR conductor resistance at maximum operating temperature : \_\_\_\_\_ ohms

**DC TRANSMISSION SYSTEMS (VOLTAGE SOURCE CONVERTER TECHNOLOGY)**

Nameplate power transmission capacity: \_\_\_\_\_ MW      \_\_\_\_\_ MVA

Point-to-point or back-to-back transmission:

Attachment A (page 7)  
To Appendix 1  
Interconnection Request  
Technical Data Required For  
Interconnection System Impact Study

Transmission configuration (i.e., mono-pole, bi-pole or other):
Unidirectional or bidirectional power transmission:  (identify rectifier station for detail to be submitted below):
Maximum power transmission ramp rate: _____ MW/min
Rated DC voltage: _____ kV
Rated DC current: _____ A
Real power controlling converter and reference location:
Converter station losses (including auxiliary power demand) at nameplate power: _____ kW
Transmission line or cable losses at nameplate power: _____ kW
Passive filter size:  <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span>Rectifier:</span> <span>Fixed: ____MVA<sub>r</sub>   Switched at de-block: ____MVA<sub>r</sub></span> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span>Inverter:</span> <span>Fixed: ____MVA<sub>r</sub>   Switched at de-block: ____MVA<sub>r</sub></span> </div>
Maximum converter station leading reactive power supply (including filtering system) at the network side of the power transformer and at nameplate active power:  <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span>Rectifier: _____ MVA<sub>r</sub></span> <span>Inverter: _____ MVA<sub>r</sub></span> </div>

Attachment A (page 8)  
To Appendix 1  
Interconnection Request  
Technical Data Required For  
Interconnection System Impact Study

Maximum converter station lagging reactive power supply (including filtering system) at the network side of the power transformer and at nameplate active power:

Rectifier: \_\_\_\_\_ MVar      Inverter: \_\_\_\_\_ MVar

Provide reactive capability curve.

DC transmission tower design illustrating tower type, conductor type, number of conductors, spacing between pole conductors or conductor bundles, and conductor or conductor bundle clearances.

DC cable design illustrating cable type, cable spacing, and underground or submarine installation design.

Pole conductor resistance at maximum operating temperature: \_\_\_\_\_ ohms

### POWER SYSTEM SIMULATION MODELS

Completed, fully-functioning, public (*i.e.*, non-proprietary or non-confidential) Siemens PTI's ("PSS/E") power flow models or other compatible formats, such as IEEE and General Electric Company Power Systems Load Flows ("PSLF") data sheet, must be supplied with this Attachment A. If additional public data sheets are more appropriate to the proposed device, then they shall be provided ~~and discussed at the Scoping Meeting~~. For all Interconnection Studies commencing after January 1, 2017, all power flow models must be standard library models in PSS/E or applicable applications. After January 1, 2017, user-models will not be accepted. When proxy generation is submitted, it must meet the data and modeling requirements of Schedule 22.

~~If a PSCAD model is deemed required at the Scoping Meeting, then the PSCAD model must be provided to the System Operator within ninety (90) Calendar Days of the executed Interconnection System Impact Study Agreement. A benchmarking analysis, consistent with the requirements in the~~



~~ISO New England Planning Procedures, confirming acceptable performance of the PSS/E model in comparison to the PSCAD model, shall be provided at the time PSCAD model is submitted.~~

### **MODELS FOR NON-SYNCHRONOUS GENERATORS**

Models that meet the requirements of ISO New England Planning Procedures:

1. an appropriately parameterized library RMS positive sequence dynamics model, including model block diagram of the inverter control and plant control systems, that corresponds to Interconnection Customer's ETU and proxy Generating Facility, if applicable, and,
2. a validated user-defined model where one exists for the equipment (i.e. where the manufacturer attests that a library model may fully capture the behavior of the equipment). The user model will only be used for the fuller understanding of equipment behavior and will not be used to finalize the upgrade requirements in the Cluster Study and will not be added to base cases going forward.
3. A validated electromagnetic transient model

Interconnection Customer must also demonstrate that the model is validated by providing evidence that the equipment behavior is consistent with the model behavior (e.g., an attestation from Interconnection Customer that the model accurately represents the entire ETU and proxy Generating Facility, if applicable; attestations from each equipment manufacturer that the user defined model accurately represents the component of the ETU and proxy Generating Facility, if applicable; or test data).

### **OTHER TRANSMISSION FACILITY DATA**

System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the ~~Interconnection Facilities~~ Cluster Study.

### **Applicant Signature**

I hereby certify that, to the best of my knowledge, all the information provided in this Attachment A to the Interconnection Request is true and accurate.

For Interconnection Customer:\_\_\_\_\_ Date:\_\_\_\_\_

### CLUSTER SYSTEM IMPACT STUDY APPLICATION FORM

The undersigned Interconnection Customer submits this form to request the inclusion of the Interconnection Request for its Elective Transmission Upgrade in a Cluster Interconnection System Impact Study pursuant to Section 4.2.3.2.2 of this ETU IP.

To be included in a Cluster Interconnection System Impact Study, the following must be submitted together with this form to the System Operator by the Cluster Entry Deadline:

1. Project Information:

1.3 Project Name: \_\_\_\_\_

1.4 Queue Position: \_\_\_\_\_

1.5 Is the Interconnection Request contractually associated with an Interconnection Request for a Generating Facility? Yes \_\_\_\_ No \_\_\_\_

If yes, identify Queue Position of the associated Interconnection Request  
and provide evidence of the contractual commitment. Queue Position No.: \_\_\_\_

2. Initial ~~CETU~~~~Cluster~~ Participation Deposit as specified in Section 4.2.3.~~2.2~~

#### Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this form is true and accurate.

For Interconnection Customer: \_\_\_\_\_ Date: \_\_\_\_\_

Attachment B (page 1)  
To Appendix 1  
Interconnection Request  
Technical Data Required For  
Interconnection Feasibility Study

~~The technical data required below must be submitted no later than the date of execution of the Feasibility Study Agreement pursuant to Section 6.1 of the ETU IP. Submit additional data sheets as necessary.~~

**ELECTIVE TRANSMISSION UPGRADES:**

<b>GEOGRAPHIC MAP</b>
<del>Geographic map which clearly illustrates the location of the proposed Elective Transmission Upgrade facilities and which includes the location of the proposed Point(s) of Interconnection and a conceptual transmission line or transmission cable route if applicable.</del>
<b>ONE LINE DIAGRAM</b>
<del>Conceptual one line diagram of the proposed Elective Transmission Upgrades facilities showing the connectivity between all new proposed equipment (i.e., circuit breakers, transformers, shunt connected capacitor banks, shunt connected reactors, dynamic reactive power supply systems, transmission lines, etc.) and the proposed bus configuration at the Point(s) of Interconnection.</del>
<b>PROPOSED POINT(S) OF INTERCONNECTION</b> <i>(include additional points as necessary)</i>
Point of Interconnection A:
Voltage Level: _____kV
Point of Interconnection B:
Voltage Level: _____kV

Attachment B (page 2)  
To Appendix 1  
Interconnection Request  
Technical Data Required For  
Interconnection Feasibility Study

Point of Interconnection C:
Voltage Level: _____ kV
<b>AC TRANSMISSION LINE DATA</b>  <i>(include data for segments between the POI and converter station(s) as necessary)</i>
Estimated transmission line length: _____ Miles
Conceptual AC transmission tower design illustrating tower type, conductor type, number of conductors per bundle, spacing of conductors within bundle, phase spacing between conductors or conductor bundle spacing, and conductor or conductor bundle clearances.
Voltage level: _____ kV
Transmission line MVA base: _____ MVA
Estimated positive sequence impedances on transmission line MVA base:-  R: _____ p.u.    X: _____ p.u.    B: _____ p.u.
Estimated zero sequence impedances on transmission line MVA base):-  R: _____ p.u.    X: _____ p.u.    B: _____ p.u.
Line Rating:  Normal/LTE/STE Rating _____ MVA / _____ MVA / _____ MVA

Attachment B (page 3)  
To Appendix 1  
Interconnection Request  
Technical Data Required For  
Interconnection Feasibility Study

<b>TRANSFORMER DATA</b>  <i>(include data for converter station power transformer(s) as necessary)</i>
<del>Estimated Transformer Rating:</del>  OA/FA/FOA Rating _____ MVA / _____ MVA / _____ MVA
<del>Voltage Ratio: High side/Low side/Tertiary _____ kV / _____ kV / _____ kV</del>
<del>Winding Connections (Delta, Wye, or Wye Grounded):</del>  <del>High side Winding / Low side Winding / Tertiary Winding _____ / _____ / _____</del>
<del>Fixed or Variable Taps:</del>
<del>Estimated Tap Range:—</del>
<del>Estimated Two-Winding Transformer Impedances:</del>  <del>Positive Sequence Impedance on transformer OA MVA base: _____ % _____ X/R</del>  <del>Zero Sequence Impedance on transformer OA MVA base: _____ % _____ X/R</del>
<del>Estimated Three-Winding Transformer Impedances:</del>
<del>Positive Sequence Impedance on transformer OA MVA base—</del>  <del><math>Z_{H-L}</math> (on self-cooled MVA rating) _____ %, X/R _____</del>  <del><math>Z_{H-T}</math> (on self-cooled MVA rating) _____ %, X/R _____</del>  <del><math>Z_{L-T}</math> (on self-cooled MVA rating) _____ %, X/R _____</del>

Attachment B (page 4)  
To Appendix 1  
Interconnection Request  
Technical Data Required For  
Interconnection Feasibility Study

<p>Zero Sequence Impedance on transformer OA MVA base-</p> <p><math>Z0_{H-L}</math> (on self-cooled MVA rating) _____ %, X/R _____</p> <p><math>Z0_{H-T}</math> (on self-cooled MVA rating) _____ %, X/R _____</p> <p><math>Z0_{L-T}</math> (on self-cooled MVA rating) _____ %, X/R _____</p>
<b><del>FIXED OR SWITCHED SHUNT CAPACITOR BANK DATA</del></b>
Capacitor Bank Rating: _____ MVA $\pm$
Estimated positive sequence susceptance on capacitor bank rating base: B: _____ p.u.
Estimated zero sequence susceptance on capacitor bank rating base: B: _____ p.u.
<b><del>FIXED OR SWITCHED SHUNT REACTOR DATA</del></b>
Nameplate Reactor Rating: _____ MVA $\pm$
Estimated positive sequence susceptance on reactor rating base: B: _____ p.u.
Estimated zero sequence susceptance on reactor rating base: B: _____ p.u.
<b><del>DYNAMIC SHUNT REACTIVE SUPPLY SYSTEM</del></b>
Device Type (i.e., SVC, STATCOM, etc.):
Reactive power supply reference point:
Maximum leading reactive power supply capability: _____ MVA $\pm$

Attachment B (page 5)  
To Appendix 1  
Interconnection Request  
Technical Data Required For  
Interconnection Feasibility Study

Maximum lagging reactive power supply capability: _____ MVar
<b>DC TRANSMISSION SYSTEMS (LINE-COMMUTATED CONVERTER TECHNOLOGY)</b>
Nameplate power transmission capacity: _____ MW _____ MVA
Minimum power transmission capacity: _____ MW
Maximum power transmission ramp rate: _____ MW/min
Point-to-point or back-to-back transmission:
Monopolar or bipolar transmission configuration:
Unidirectional or bidirectional power transmission: (identify rectifier station for detail to be submitted below):
Rated DC voltage: _____ kV
Rated DC current: _____ A
Power controlling converter station and real power reference location:
Estimated converter station losses (including auxiliary power demand) at nameplate power:  Rectifier: _____ kW  Inverter: _____ kW
Estimated transmission line or cable losses at nameplate power: _____ kW
Nominal rectifier firing angle (alpha): _____ deg

Attachment B (page 6)  
To Appendix 1  
Interconnection Request  
Technical Data Required For  
Interconnection Feasibility Study

Nominal inverter extinction angle (gamma): _____ deg
Estimated converter station total reactive power supply (including filtering system) at nameplate active power: <div style="text-align: right; margin-top: 10px;">           Rectifier: _____ MVar    Inverter: _____ MVar         </div>
Estimated number of switched filter or reactive power supply devices:- <div style="text-align: right; margin-top: 10px;">           Rectifier: _____    Inverter: _____         </div>
Estimated size of largest switched filter or reactive power supply device: <div style="text-align: right; margin-top: 10px;">           Rectifier: _____ MVar    Inverter: _____ MVar         </div>
Conceptual DC transmission tower design illustrating tower type, conductor type, number of conductors, spacing between pole conductors or conductor bundles, and conductor or conductor bundle clearances:
Conceptual DC cable design illustrating cable type, cable spacing, and underground or submarine installation design:
Estimated pole conductor resistance at maximum operating temperature: _____ ohms
Estimated DMNR conductor resistance at maximum operating temperature : _____ ohms
<b>DC TRANSMISSION SYSTEMS (VOLTAGE SOURCE CONVERTER TECHNOLOGY)</b>
Nameplate power transmission capacity: _____ MW    _____ MVA
Point to point or back to back transmission:



Attachment B (page 7)  
To Appendix 1  
Interconnection Request  
Technical Data Required For  
Interconnection Feasibility Study

Transmission configuration (i.e., mono-pole, bi-pole or other):
Unidirectional or bidirectional power transmission:  (identify rectifier station for detail to be submitted below):
Maximum power transmission ramp rate: _____ MW/min
Rated DC voltage: _____ kV
Rated DC current: _____ A
Real power controlling converter and reference location:
Estimated converter station losses (including auxiliary power demand) at nameplate power:- _____ kW
Estimated transmission line or cable losses at nameplate power: _____ kW
<div style="text-align: right;">Estimated passive filter size:</div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>Rectifier: _____ Fixed: _____ MVar</span> <span>Switched at de-block: _____ MVar</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>Inverter: _____ Fixed: _____ MVar</span> <span>Switched at de-block: _____ MVar</span> </div>
<div style="text-align: center;">Estimated maximum converter station leading reactive power supply (including filtering system) at the network side of the power transformer and at nameplate active power:</div> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>Rectifier: _____ MVar</span> <span>Inverter: _____ MVar</span> </div>

Attachment B (page 8)  
To Appendix 1  
Interconnection Request  
Technical Data Required For  
Interconnection Feasibility Study

<p style="text-align: center;"><del>Estimated maximum converter station lagging reactive power supply (including filtering system) at the network side of the power transformer and at nameplate active power:</del></p> <p style="text-align: center;"><del>Rectifier: _____ MVar      Inverter: _____ MVar</del></p>
<p><del>Provide reactive capability curve.</del></p>
<p><del>Conceptual DC transmission tower design illustrating tower type, conductor type, number of conductors, spacing between pole conductors or conductor bundles, and conductor or conductor-bundle clearances.</del></p>
<p><del>Conceptual DC cable design illustrating cable type, cable spacing, and underground or submarine installation design.</del></p>
<p><del>Estimated pole conductor resistance at maximum operating temperature: _____ ohms</del></p>
<p><b><del>POWER SYSTEM SIMULATION MODELS</del></b></p>
<p><del>Completed, fully functioning, public (i.e., non-proprietary or non-confidential) Siemens PTI's PSS/E power flow models or other compatible formats, such as IEEE and General Electric Company Power Systems Load Flows ("PSLF") data sheet, must be supplied with this Attachment A. If additional public data sheets are more appropriate to the proposed device, then they shall be provided and discussed at the Scoping Meeting. For all Interconnection Studies commencing after January 1, 2017, all power flow models must be standard library models in PSS/E or applicable applications. After January 1, 2017, user models will not be accepted.</del></p>
<p><b><del>OTHER TRANSMISSION FACILITY DATA</del></b></p>

~~System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection System Impact Study.~~

~~**Applicant Signature**~~\_\_\_\_\_

~~I hereby certify that, to the best of my knowledge, all the information provided in this Attachment B to the Interconnection Request is true and accurate.~~

~~For Interconnection Customer:\_\_\_\_\_ Date:\_\_\_\_\_~~

APPENDIX 2

INTERCONNECTION FEASIBILITY STUDY AGREEMENT

~~THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”) [and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”)]. Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”~~

RECITALS

~~WHEREAS, Interconnection Customer is proposing an Elective Transmission Upgrade consistent with the Interconnection Request submitted by the Interconnection Customer dated \_\_\_\_\_; and~~

~~WHEREAS, Interconnection Customer desires to interconnect the Elective Transmission Upgrade to the Administered Transmission System; and~~

~~WHEREAS, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner(s) to perform an Interconnection Feasibility Study to assess the feasibility of interconnecting the proposed Elective Transmission Upgrade to the Administered Transmission System, and any Affected Systems.~~

~~NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:~~

~~1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission approved Elective Transmission Upgrade Interconnection~~

Procedures (“ETU IP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).

~~2.0—Interconnection Customer elects and System Operator shall cause to be performed an Interconnection Feasibility Study consistent with Section 6.0 of the ETU IP in accordance with the Tariff.~~

~~3.0—The scope of the Interconnection Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.~~

~~4.0—The Interconnection Feasibility Study shall be based on the technical information provided by Interconnection Customer in Attachment B to the Interconnection Request, as may be modified as the result of the Scoping Meeting. System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Feasibility Study and as designated in accordance with Section 3.3.4 of the ETU IP. If, after the designation of the Point of Interconnection pursuant to Section 3.3.4 of the ETU IP, Interconnection Customer modifies its Interconnection Request pursuant to Section 4.4, the time to complete the Interconnection Feasibility Study may be extended.~~

~~5.0—The Interconnection Feasibility Study report shall provide the following information depending on whether the Feasibility Study consisted of (a) a power flow, including thermal analysis and voltage analysis, and short circuit analysis, or (b) limited thermal analysis, voltage analysis, short circuit analysis, stability analysis, and electromagnetic analysis, as appropriate, focusing on the issues that are expected to be the most significant for the proposed Elective Transmission Upgrade’s interconnection given recent study experience and as discussed at the Scoping Meeting:~~

~~———preliminary identification of any circuit breaker or other facility short circuit capability limits exceeded as a result of the interconnection, or, findings of the limited thermal analysis, voltage analysis, short circuit analysis, stability analysis, and electromagnetic transient analysis, as appropriate, focusing on the issues that are expected to be the most significant for the proposed Elective Transmission Upgrade’s interconnection given recent study experience and as discussed at the Scoping Meeting;~~

~~\_\_\_\_\_ preliminary identification of any thermal overload of any transmission facility or system voltage limit violations resulting from the interconnection, as appropriate, focusing on the issues that are expected to be the most significant for the proposed Elective Transmission Upgrade's interconnection given recent study experience and as discussed at the Scoping Meeting;~~

~~\_\_\_\_\_ preliminary description of and a non-binding good faith order of magnitude estimated cost of (unless such cost estimate is waived by the Interconnection Customer) and the time to construct the Interconnection Facilities and Network Upgrades necessary to interconnect the Elective Transmission Upgrade as identified within the scope of the analysis performed as part of the study;~~

~~\_\_\_\_\_ If the Feasibility Study consisted of a power flow, including thermal analysis and voltage analysis, and short circuit analysis, initial review of grounding requirements and electric system protection;~~

~~\_\_\_\_\_ If the Feasibility Study consisted of a power flow, including thermal analysis and voltage analysis, and short circuit analysis, preliminary description and non-binding estimated cost of and the time to construct the facilities required to interconnect the Elective Transmission Upgrade to the Administered Transmission System and to address the identified short circuit and power flow issues; and~~

~~\_\_\_\_\_ to the extent the Interconnection Customer requested a preliminary analysis as described in this Section 6.2 of the ETU IP, the report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Elective Transmission Upgrade to enable an Import Capacity Resource(s) to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.~~

~~In accordance with the ETU IP, in performing the Interconnection Feasibility Study, System Operator and Interconnecting Transmission Owner shall coordinate with each other and Affected Parties, and shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.~~

~~6.0 \_\_\_\_\_ The Interconnection Customer is providing a deposit equal to 100 percent of the estimated cost of the study. The deposit shall be applied toward the cost of the Interconnection Feasibility Study and the development of this Interconnection Feasibility Study Agreement and its attachment(s). Interconnecting Transmission Owner's and System Operator's good faith estimate for the time of completion of the Interconnection Feasibility Study Agreement is [insert date].~~

~~The total estimated cost of the performance of the Interconnection Feasibility Study consists of \$\_\_\_\_\_ which is comprised of the System Operator's estimated cost of \$\_\_\_\_\_ and the Interconnecting Transmission Owner's estimated cost of \$\_\_\_\_\_.~~

~~Any difference between the deposit and the actual cost of the Interconnection Feasibility Study shall be paid by or refunded to the Interconnection Customer, as appropriate.~~

~~Upon receipt of the Interconnection Feasibility Study System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Interconnection Feasibility Study.~~

~~Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice.~~

#### ~~7.0 — Miscellaneous.~~

~~7.1 — Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.~~

~~7.2 — Disclaimer of Warranty. In preparing and/or participating in the Interconnection Feasibility Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Feasibility Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Feasibility Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Feasibility Study, the content of the~~

~~Interconnection Feasibility Study, or the conclusions of the Interconnection Feasibility Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.~~

### ~~7.3 Force Majeure, Liability and Indemnification.~~

~~7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.~~

~~7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or an Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or an Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator,~~



~~Interconnecting Transmission Owner or Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.~~

~~7.3.3—Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities (“Losses”) by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.~~

~~7.4—Third Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Feasibility Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.~~

~~7.5—Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection Feasibility Study is completed. This Agreement shall automatically terminate upon the~~

~~withdrawal of Interconnection Request under Section 3.6 of the ETU IP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.~~

~~7.6 — Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.~~

~~7.7 — Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.~~

~~7.8 — Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.~~

~~7.9 — Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.~~

~~7.10 — Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.~~

~~7.11 — Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.~~

~~7.12 — No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.~~

~~7.13—Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.~~

~~7.14—Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.~~

~~IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.~~

~~{System Operator} \_\_\_\_\_ {Insert name of Interconnection Customer}~~

~~By: \_\_\_\_\_ By: \_\_\_\_\_~~

~~Title: \_\_\_\_\_ Title: \_\_\_\_\_~~

~~Date: \_\_\_\_\_ Date: \_\_\_\_\_~~

~~Interconnecting Transmission Owner~~

~~{Insert name of ITO} \_\_\_\_\_ {Insert name of ITO}~~

~~By: \_\_\_\_\_ By: \_\_\_\_\_~~

~~Title: \_\_\_\_\_ Title: \_\_\_\_\_~~

~~Date: \_\_\_\_\_ Date: \_\_\_\_\_~~

Attachment A to

Appendix 2

Interconnection Feasibility

Study Agreement

**ASSUMPTIONS USED IN CONDUCTING THE  
INTERCONNECTION FEASIBILITY STUDY**

~~The Interconnection Feasibility Study will be based upon the information set forth in the Interconnection Request and agreed upon in the Scoping Meeting held on \_\_\_\_\_:~~

~~Designation of Point of Interconnection and configuration to be studied.~~

~~Designation of alternative Point(s) of Interconnection and configuration.~~

~~[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer, System Operator, and Interconnecting Transmission Owner]~~

---

## APPENDIX ~~3-2~~

### ~~INTERCONNECTION SYSTEM IMPACT CLUSTER~~ STUDY AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”) [and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”)]. Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

## RECITALS

**WHEREAS**, Interconnection Customer is proposing an Elective Transmission Upgrade consistent with the Interconnection Request submitted by the Interconnection Customer dated \_\_\_\_\_; and

**WHEREAS**, Interconnection Customer desires to interconnect the Elective Transmission Upgrade to the Administered Transmission System; and

~~**WHEREAS**, System Operator and Interconnecting Transmission Owner have completed an Interconnection Feasibility Study (the “Feasibility Study”) and provided the results of said study to the Interconnection Customer, or Interconnection Customer has requested that the Feasibility Study be completed as part of the System Impact Study pursuant to Section 6.1 of the ETU IP, or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”)(This recital is to be omitted if Interconnection Customer has elected to forego the Interconnection Feasibility Study); and~~

**WHEREAS**, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform an Cluster Interconnection System Impact Study to assess the impact of interconnecting the Elective Transmission Upgrade to the Administered Transmission System, and any Internal Affected Systems.

**NOW, THEREFORE,** in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Elective Transmission Upgrade Interconnection Procedure (“ETU IP”).
- 2.0 Interconnection Customer elects and System Operator and Interconnecting Transmission Owner shall cause to be performed a Cluster n Interconnection System Impact Study consistent with Section 7.0 of the ETU IP in accordance with the Tariff.
- 3.0 The scope of the Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Interconnection System Impact-Cluster Study will be based upon ~~the results of the Interconnection Feasibility Study, whether performed separately or as part of the Interconnection System Impact Study, and~~ the technical information provided by Interconnection Customer in Attachment A to the Interconnection Request, subject to any modifications in accordance with Section 4.4 of the ETU IP. System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of ~~the Interconnection System Impact-Cluster~~ Study. If Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.
- 5.0 The Interconnection System Impact-Cluster Study ~~r~~Report shall provide the following information:
  - identification of any circuit breaker or other facility short circuit capability limits exceeded as a result of the interconnection;

- identification of any thermal overload of any transmission facility or system voltage limit violations resulting from the interconnection;
- identification of Contingent Facilities;
- initial review of grounding requirements and electric system protection;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and
- description and non-binding, good faith estimated cost of and the time to construct the facilities required to interconnect the Elective Transmission Upgrade to the Administered Transmission System and to address the identified short circuit, instability, and power flow issues; and
- ~~to the extent the Interconnection Customer requested a preliminary analysis as described in this Section 7.4 of the ETU IP, the report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Elective Transmission Upgrade to enable an Import Capacity Resource(s) to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.~~

6.0 The Interconnection Customer is providing a deposit equal to the greater of 100 percent of the estimated cost of the Interconnection System Impact Study or \$250,000.

The deposit shall be applied toward the cost of the ~~Interconnection System Impact Cluster~~ Study and the development of this ~~Interconnection System Impact Cluster~~ Study Agreement and its attachment(s) and the ETU IA. Interconnecting Transmission Owner's and System Operator's good faith estimate for the times of commencement and completion of the Interconnection System Impact Study is [insert dates].

The total estimated cost of the performance of the Interconnection System Impact Study consists of \$\_\_\_\_\_ which is comprised of the System Operator's estimated cost of \$\_\_\_\_\_ and the Interconnecting Transmission Owner's estimated cost of \$\_\_\_\_\_.



Any difference between the deposit and the actual cost of the ~~Interconnection System Impact Study Cluster Study~~ shall be paid by or refunded to the Interconnection Customer, as appropriate.

Upon receipt of the ~~Interconnection System Impact Cluster~~ Study, System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Interconnection System Impact Study.

System Operator and Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection System Impact Study each month.

Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice.

In accordance with the ETU IP, in performing the Interconnection System Impact Study, System Operator and Interconnecting Transmission Owner shall coordinate with Internal Affected Parties, shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

#### 7.0 Miscellaneous.

7.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection System Impact Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third

parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection System Impact Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection System Impact Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection System Impact Study, the content of the Interconnection System Impact Study, or the conclusions of the Interconnection System Impact Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

### 7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent

such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, an Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

- 7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the

Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection System Impact Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.
- 7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection System Impact Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the ETU IP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

- 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each

and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

- 7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[System Operator]

[Insert name of Interconnection Customer]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Interconnecting Transmission Owner

[Insert name of ITO]

[Insert name of ITO]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment A

To Appendix ~~23~~

~~Interconnection System Impact Cluster~~

Study Agreement

**ASSUMPTIONS USED IN CONDUCTING THE  
~~INTERCONNECTION SYSTEM IMPACT CLUSTER~~ STUDY**

The ~~Interconnection System Impact Cluster~~ Study will be based upon the technical information provided by Interconnection Customer in the Interconnection Request~~the results of the Interconnection Feasibility Study, whether performed separately or as part of the Interconnection System Impact Study,~~ subject to any modifications in accordance with Section 4.4 of the ETU IP, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

Designation of alternative Point(s) of Interconnection and configuration.

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer, System Operator, and Interconnecting Transmission Owner]



## APPENDIX ~~3~~4

### INTERCONNECTION FACILITIES STUDY AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”) [and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”)]. Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

### RECITALS

**WHEREAS**, Interconnection Customer is proposing an Elective Transmission Upgrade consistent with the Interconnection Request submitted by the Interconnection Customer dated \_\_\_\_\_ ; and

**WHEREAS**, Interconnection Customer desires to interconnect the Elective Transmission Upgrade to the Administered Transmission System; and

**WHEREAS**, System Operator and Interconnecting Transmission Owner have completed a Cluster~~n~~-Interconnection-System-Impact Study (~~the “System-Impact Study”~~) and provided the results of said study to the Interconnection Customer; and

**WHEREAS**, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection-System-Impact-Cluster Study in accordance with Good Utility Practice to physically and electrically connect the Elective Transmission Upgrade to the Administered Transmission System.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Elective Transmission Upgrade Interconnection Procedures (“ETU IP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).
- 2.0 Interconnection Customer elects and System Operator shall cause an Interconnection Facilities Study consistent with Section 8.0 of the ETU IP to be performed in accordance with the Tariff.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.
- 4.0 The Interconnection Facilities Study report (i) shall provide a description, estimated cost of (consistent with Attachment A), and schedule for required facilities to interconnect the Elective Transmission Upgrade to the Administered Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.
- 5.0 The Interconnection Customer is providing a *Commercial Readiness Deposit per Section 8.1 of this ETU IP to enter the Interconnection Facilities Study* and a deposit equal to the greater of 25 percent of the estimated cost of the Interconnection Facilities Study or \$250,000.

The deposit shall be applied toward the cost of the Interconnection Facilities Study and the development of this Interconnection Facilities Study Agreement and its attachment(s) and the ETU IA. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

The total estimated cost of the performance of the Interconnection Facilities Study consists of \$\_\_\_\_\_ which is comprised of the System Operator's estimated cost of \$\_\_\_\_\_ and the Interconnecting Transmission Owner's estimated cost of \$\_\_\_\_\_. Any difference between the deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to the Interconnection Customer, as appropriate. Upon receipt of the Interconnection Facilities Study, System Operator and Interconnecting Transmission Owner shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Facilities Study. System Operator and Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice. In accordance with the ETU IP, in performing the Interconnection Facilities Study, Interconnecting Transmission Owner and System Operator shall coordinate with Affected Parties, shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

6.0 Miscellaneous.

6.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

6.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Facilities Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the

Interconnection Facilities Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Facilities Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Facilities Study, the content of the Interconnection Facilities Study, or the conclusions of the Interconnection Facilities Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

### 6.3 Force Majeure, Liability and Indemnification.

6.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

6.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not

be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

- 6.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or

willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 6.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Facilities Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.
- 6.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection Facilities Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the ETU IP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.

- 6.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 6.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 6.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 6.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 6.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 6.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 6.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

6.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.



**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[System Operator]

[Insert name of Interconnection Customer]

By:\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Interconnecting Transmission Owner

[Insert name of ITO]

[Insert name of ITO]

By:\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

**INTERCONNECTION CUSTOMER SCHEDULE ELECTION FOR CONDUCTING THE  
INTERCONNECTION FACILITIES STUDY**

Interconnection Customer elects (check one):

- b. +/- 20 percent cost estimate contained in the Interconnection Facilities Study report.
- c. +/- 10 percent cost estimate contained in the Interconnection Facilities Study report.

Interconnecting Transmission Owner and System Operator shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study ~~R~~report to the Interconnection Customer within the following number of days after ~~of~~ receipt of an executed copy of this Interconnection Facilities Study Agreement:

- ninety (90) Calendar Days with no more than a +/- 20 percent cost estimate contained in the report, or
- one hundred eighty (180) Calendar Days with no more than a +/- 10 percent cost estimate contained in the report.

**DATA FORM TO BE PROVIDED BY INTERCONNECTION CUSTOMER  
WITH THE  
INTERCONNECTION FACILITIES STUDY AGREEMENT**

Provide location plan and simplified one-line diagram of the Elective Transmission Upgrade, including terminal facilities. For staged projects, please indicate future equipment, etc.

One set of metering is required for each ETU connection to the new ring bus or existing New England Transmission System station. Number of connections:

On the one line indicate the required capacity attached at each metering location. (Maximum load on Current Transformer/Power Transformer (“CT/PT”))

On the one line indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes \_\_\_\_\_ No \_\_\_\_\_

Will a transfer bus on the ETU side of the metering require that each meter set be designed for the total ETU capacity? Yes \_\_\_\_\_ No \_\_\_\_\_

(Please indicate on one line).

What type of control system or Power Line Carrier (“PLC”) will be located at the Interconnection Customer’s ETU?

What protocol does the control system or PLC use?

Attachment B (page 2)

Appendix ~~34~~

Interconnection Facilities

Study Agreement

Please provide a 7.5-minute quadrangle of the site. Sketch the facility, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:

Bus length from facility to interconnection station:

Line length from interconnection station to Interconnecting Transmission Owner's transmission line.

Tower number observed in the field. (Painted on tower leg)\*

Number of third party easements required for transmission lines\*:

\* To be completed in coordination with System Operator and Interconnecting Transmission Owner.

Is the ETU in Interconnecting Transmission Owner's service area?

Yes \_\_\_\_\_ No \_\_\_\_\_ Local provider:

Please provide proposed schedule dates:

Begin Construction Date:

Trial Operation Date:

Commercial Operation Date:

APPENDIX 54

OPTIONAL INTERCONNECTION STUDY AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”) [and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”)]. Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Interconnection Customer is proposing an Elective Transmission Upgrade consistent with the Interconnection Request submitted by the Interconnection Customer dated \_\_\_\_\_; and

**WHEREAS**, Interconnection Customer is proposing to establish an interconnection to the Administered Transmission System; and

**WHEREAS**, Interconnection Customer has submitted to System Operator an Interconnection Request; and

**WHEREAS**, on or after the date when the Interconnection Customer receives the Interconnection System Impact Study results, Interconnection Customer has further requested that the System Operator and Interconnecting Transmission Owner prepare an Optional Interconnection Study.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Elective Transmission Upgrade Interconnection Procedures (“ETU IP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).
- 2.0 Interconnection Customer elects and System Operator shall cause an Optional Interconnection Study consistent with Section 10.0 of the ETU IP to be performed in accordance with the Tariff.
- 3.0 The scope of the Optional Interconnection Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Optional Interconnection Study shall be performed solely for informational purposes.
- 5.0 The Optional Interconnection Study report shall provide a sensitivity analysis based on the assumptions specified by the Interconnection Customer in Attachment A to this Agreement. The Optional Interconnection Study will identify Interconnecting Transmission Owner’s Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the assumptions specified by the Interconnection Customer in Attachment A.

In accordance with the ETU IP, in performing the Optional Interconnection Study, the System Operator shall coordinate with Interconnecting Transmission Owner and Affected Parties and Internal Affected Parties, and shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

- 6.0 The Interconnection Customer is providing a deposit equal to 100 percent of the estimated cost of the study. Interconnecting Transmission Owner’s and System

Operator's good faith estimate for the time of completion of the Optional Interconnection Study is [insert date].

The total estimated cost of the performance of the Optional Interconnection Study consists of \$\_\_\_\_\_ which is comprised of the System Operator's estimated cost of \$\_\_\_\_\_ and the Interconnecting Transmission Owner's estimated cost of \$\_\_\_\_\_.

Any difference between the initial payment and the actual cost of the study shall be paid by or refunded to the Interconnection Customer, as appropriate. Upon receipt of the Optional Interconnection Study, System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Optional Interconnection Study. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of invoice.

7.0 Miscellaneous.

7.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Optional Interconnection Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Optional Interconnection Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Optional Interconnection Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by

operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Optional Interconnection Study, the content of the Optional Interconnection Study, or the conclusions of the Optional Interconnection Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

### 7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its



gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

- 7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owners under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members,

employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Optional Interconnection Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.
- 7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Optional Interconnection Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the ETU IP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located, without regard to any choice of laws provisions.
- 7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

- 7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instances; rather, the same shall be and remain in full force and effect.
- 7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a

third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[System Operator]

[Insert name of Interconnection Customer]

By:\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Interconnecting Transmission Owner

[Insert name of ITO]

[Insert name of ITO]

By:\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Attachment A

Appendix ~~45~~

Optional Interconnection

Study Agreement

**ASSUMPTIONS USED IN CONDUCTING  
THE OPTIONAL INTERCONNECTION STUDY**

[To be completed by Interconnection Customer consistent with Section 10 of the ETU IP.]\_\_\_\_\_

**APPENDIX 5 to ETU IP**  
**TRANSITIONAL CLUSTER STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer”), and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”). System Operator, Interconnection Customer and Interconnecting Transmission Owner each may be referred to as a “Party,” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Interconnection Customer is proposing to develop a Elective Transmission Upgrade or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated \_\_\_\_\_;

**WHEREAS**, Interconnection Customer desires to interconnect the Elective Transmission Upgrade with the Administered Transmission System; and

**WHEREAS**, Interconnection Customer has requested Interconnecting Transmission Owner and System Operator to perform a “Transitional Cluster Study,” which combines the Cluster Study and Interconnection Facilities Study, in a single cluster study, followed by any needed restudies, to specify and estimate the cost of the equipment, engineering, procurement, and construction work needed to physically and electrically connect the Elective Transmission Upgrade to the Administered Transmission System; and

**WHEREAS**, Interconnection Customer has a valid Queue Position as of the {Transmission Provider to insert effective date of compliance filing}.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in this LGIP.

2.0 Interconnection Customer elects, and System Operator shall cause to be performed, a Transitional Cluster Study, and Interconnection Customer elects that System Operator study the Large Generating Facility's request for.

Network Import Interconnection Service (energy capability only)

Capacity Network Import Interconnection Service (energy capability and capacity capability)

- ☐ Interconnection Customers seeking to complete studies for CNIIS for Interconnection Requests for which NIIS milestones have already been completed shall check this box and fill in the table below

<u>Service Level</u>	<u>Requested Net MW Capability at the Point of Interconnection</u>
<u>CNI Capability Summer</u>	
<u>CNI Capability Winter</u>	

- ☐ Interconnection Customer requests to be downgraded to NI Interconnection Service where violations are identified in the thermal analysis associated with CNI Interconnection Service testing

3.0 The Transitional Cluster Study shall be based upon the technical information provided by Interconnection Customer in the Interconnection Request. System Operator reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Transitional Cluster Study and Interconnection Customer shall provide such data as quickly as reasonable.



4.0 Pursuant to Section 5.1.1.2 of this LGIP, the interim Transitional Cluster Study Report shall provide the information below:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- identification of any thermal overload or voltage limit violations resulting from the interconnection;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and
- Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades that are expected to be required as a result of the Interconnection Request(s) and a non-binding, good faith estimate of cost responsibility and a non-binding, good faith estimated time to construct.

5.0 Pursuant to Section 5.1.1.2 of this LGIP, the final Transitional Cluster Study Report shall: (1) provide all the information included in the interim Transitional Cluster Study Report; (2) provide a description of, estimated cost of, and schedule for required facilities to interconnect the Generating Facility to the Transmission System; and (3) address the short circuit, instability, and power flow issues identified in the interim Transitional Cluster Study Report.

6.0 Interconnection Customer has met the requirements described in Section 5.1.1.2 of this LGIP.

7.0 Interconnection Customer previously provided a deposit for the performance of Interconnection Studies. Interconnection Customer shall provide additional study deposits in the form described in Section 5.1.1.2. System Operator may invoice for additional costs as appropriate such that Interconnection Customer shall pay the actual costs of the Transitional Cluster Study. Any difference between the study deposit and the

actual cost of the study shall be paid by or refunded to Interconnection Customer, in accordance with the provisions of Section 13.3 of this LGIP.

## 8.0 Miscellaneous.

8.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

8.2 Disclaimer of Warranty. In preparing and/or participating in the Transitional Cluster Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Transitional Cluster Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Transitional Cluster Study ), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Transitional Cluster Study , the content of the Transitional Cluster Study , or the conclusions of the Transitional Cluster Study . Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

## 8.3 Force Majeure, Liability and Indemnification.

8.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting

any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

8.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the

performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

8.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

8.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Transitional Cluster Study -shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

- 8.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Transitional Cluster Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the LGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 8.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 8.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 8.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 8.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 8.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 8.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

8.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

8.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**ISO New England Inc.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**{Insert name of Interconnecting Transmission Owner }**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**{Insert name of Interconnection Customer}**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX 6 to ETU IP**  
**TRANSITIONAL SERIAL INTERCONNECTION FACILITIES STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”). Interconnection Customer, System Operator, and Interconnecting Transmission Owner each may be referred to as a “Party,” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Interconnection Customer is proposing to develop a Elective Transmission Upgrade or generating capacity addition to an existing Elective Transmission Upgrade consistent with the Interconnection Request submitted by Interconnection Customer dated \_\_\_\_\_; and

**WHEREAS**, Interconnection Customer desires to interconnect the Elective Transmission Upgrade with the Interconnecting Transmission Owner’s Transmission System; and

**WHEREAS**, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to continue processing its Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement, and construction work needed to implement the conclusions of the final interconnection system impact study (from the previously effective serial study process) in accordance with Good Utility Practice to physically and electrically connect the Elective Transmission Upgrade to the Transmission System; and

**WHEREAS**, System Operator has provided an Interconnection Facilities Study Agreement to the Interconnection Customer on or before {Transmission Provider to insert effective date of compliance filing}.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in this LGIP.

2.0 Interconnection Customer elects and Interconnecting Transmission Owner shall cause to be performed an Interconnection Facilities Study consistent with Section 8 of this LGIP.

3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A to this Agreement, which shall be the same assumptions as the previous Interconnection Facilities Study Agreement executed by the Interconnection Customer.

4.0 The Interconnection Facilities Study Report shall: (1) provide a description, estimated cost of (consistent with Attachment A), and schedule for required facilities to interconnect the Large Generating Facility to the Administered Transmission System; and (2) address the short circuit, instability, and power flow issues identified in the most recently published Cluster Study Report.

5.0 Interconnection Customer has met the requirements described in Section 5.1.1.1 of this LGIP. The time for completion of the Interconnection Facilities Study is specified in Attachment A, and shall be no later than 150 Calendar Days after {System Operator to insert effective date accepted on compliance}.

6.0 Interconnection Customer previously provided a deposit of \_\_\_\_\_ dollars (\$\_\_\_\_) for the performance of the Interconnection Facilities Study.

7.0 Upon receipt of the Interconnection Facilities Study results, Interconnecting Transmission Owner shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Facilities Study.



8.0 Any difference between the study deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

9.0 Miscellaneous.

9.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

9.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Facilities Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Facilities Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Facilities Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Facilities Study, the content of the Interconnection Facilities Study, or the conclusions of the Interconnection Facilities Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

9.3 Force Majeure, Liability and Indemnification.

9.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to

an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

9.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the

performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

9.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

9.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Facilities Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

9.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection Facilities Study is completed. This Agreement

shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the LGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

9.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.

9.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

9.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

9.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.

9.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.

9.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

9.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

9.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the

Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

9.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

{Insert name of Interconnecting Transmission Owner }

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ISO New England Inc.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

{Insert name of Interconnection Customer}

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment A to Appendix 6  
Transitional Serial Interconnection Facilities Study Agreement

ASSUMPTIONS USED IN CONDUCTING THE TRANSITIONAL SERIAL  
INTERCONNECTION FACILITIES STUDY

{ Assumptions to be completed by Interconnection Customer and Interconnecting Transmission Owner }

---

**APPENDIX 7 to ETU IP**  
**TWO-PARTY AFFECTED SYSTEM STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under  
the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer) and  
\_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_  
(System Operator). Affected System Interconnection Customer and System Operator  
each may be referred to as a “Party,” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Affected System Interconnection Customer is proposing to develop a {description  
of generating facility or generating capacity addition to an existing generating facility} consistent with the  
interconnection request submitted by Affected System Interconnection Customer to {name of host  
transmission provider}, dated \_\_\_\_\_, for which {name of host transmission provider}  
found impacts on New England Transmission System; and

**WHEREAS**, Affected System Interconnection Customer desires to interconnect the {generating  
facility} with {name of host transmission provider}'s transmission system;

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein,  
the Parties agree as follows:

1.0 \_\_\_\_\_ When used in this Agreement, with initial capitalization, the terms specified shall have  
the meanings indicated in this ETU IP.

2.0 \_\_\_\_\_ System Operator shall coordinate with Affected System Interconnection Customer to  
perform an Affected System Study consistent with Section 9 of this ETU IP.

3.0 The scope of the Affected System Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Affected System Study will be based upon the technical information provided by Affected System Interconnection Customer and {name of host transmission provider}. System Operator reserves the right to request additional technical information from Affected System Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Affected System Study.

5.0 The Affected System Study shall provide the following information:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- identification of any thermal overload or voltage limit violations resulting from the interconnection;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection;
- non-binding, good faith estimated cost and time required to construct facilities required on the New England Transmission System to accommodate the interconnection of the {generating facility} to the transmission system of the host transmission provider; and
- description of how such facilities will address the identified short circuit, instability, and power flow issues.

6.0 Affected System Interconnection Customer shall provide a deposit of \_\_\_\_\_ for performance of the Affected System Study. Upon receipt of the results of the Affected System Study by the Affected System Interconnection Customer, System Operator shall charge, and Affected System Interconnection Customer shall pay, the actual cost of the



Affected System Study. Any difference between the deposit and the actual cost of the Affected System Study shall be paid by or refunded to Affected System Interconnection Customer, as appropriate, including interest calculated in accordance with section 35.19a(a)(2) of FERC's regulations.

Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Affected System Study Agreement, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Affected System Study Agreement (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Affected System Study Agreement), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Affected System Study Agreement, the content of the Affected System Study Agreement, or the conclusions of the Affected System Study Agreement. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting

any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the

foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

7.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Affected System Study Agreement shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Affected System Study Agreement is completed. This Agreement

shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the LGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.

7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.

7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.

7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the

Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**{Insert name of Transmission Provider}**

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**{Insert name of Affected System Interconnection Customer}**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Project No. \_\_\_\_\_

Attachment A to Appendix 7  
Two-Party Affected System Study Agreement

ASSUMPTIONS USED IN CONDUCTING THE  
AFFECTED SYSTEM STUDY

The Affected System Study will be based upon the following assumptions:

{ Assumptions to be completed by Affected System Interconnection Customer and System Operator }

---

**APPENDIX 8 to ETU IP**  
**MULTIPARTY AFFECTED SYSTEM STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
and among \_\_\_\_\_, a \_\_\_\_\_ organized and existing under  
the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer);  
\_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the  
State of \_\_\_\_\_ (Affected System Interconnection Customer); and  
\_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_  
(System Operator). Affected System Interconnection Customers and Transmission  
Provider each may be referred to as a “Party,” or collectively as the “Parties.” When it is not important to  
differentiate among them, Affected System Interconnection Customers each may be referred to as  
“Affected System Interconnection Customer” or collectively as the “Affected System Interconnection  
Customers.”

**RECITALS**

**WHEREAS**, Affected System Interconnection Customers are proposing to develop {description  
of generating facilities or generating capacity additions to an existing generating facility}, consistent with  
the interconnection requests submitted by Affected System Interconnection Customers to {name of host  
transmission provider}, dated \_\_\_\_\_, for which {name of host transmission provider}  
found impacts on New England Transmission System; and

**WHEREAS**, Affected System Interconnection Customers desire to interconnect the {generating  
facilities} with {name of host transmission provider}’s transmission system;

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein,  
the Parties agree as follows:

1.0 \_\_\_\_\_ When used in this Agreement, with initial capitalization, the terms specified shall have  
the meanings indicated in this ETU IP.

2.0 System Operator shall coordinate with Affected System Interconnection Customers to perform an Affected System Study consistent with Section 9 of this ETU IP.

3.0 The scope of the Affected System Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Affected System Study will be based upon the technical information provided by Affected System Interconnection Customers and {name of host transmission provider}. System Operator reserves the right to request additional technical information from Affected System Interconnection Customers as may reasonably become necessary consistent with Good Utility Practice during the course of the Affected System Study.

5.0 The Affected System Study shall provide the following information:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- identification of any thermal overload or voltage limit violations resulting from the interconnection;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection;
- non-binding, good faith estimated cost and time required to construct facilities required on New England Transmission System to accommodate the interconnection of the {generating facilities} to the transmission system of the host transmission provider; and
- description of how such facilities will address the identified short circuit, instability, and power flow issues.



- 6.0 Affected System Interconnection Customers shall each provide a deposit of for performance of the Affected System Study. Upon receipt of the results of the Affected System Study by the Affected System Interconnection Customers, System Operator shall charge, and Affected System Interconnection Customers shall pay, the actual cost of the Affected System Study. Any difference between the deposit and the actual cost of the Affected System Study shall be paid by or refunded to Affected System Interconnection Customers, as appropriate, including interest calculated in accordance with section 35.19a(a)(2) of FERC's regulations.
- 7.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.
- 7.2 Disclaimer of Warranty. In preparing and/or participating in the Affected System Study Agreement, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Affected System Study Agreement (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Affected System Study Agreement), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Affected System Study Agreement, the content of the Affected System Study Agreement, or the conclusions of the Affected System Study Agreement. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting

Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

7.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Affected

System Study Agreement shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

- 7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Affected System Study Agreement is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the LGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**{Insert name of Transmission Provider}**

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**{Insert name of Affected System Interconnection Customer}**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Project No. \_\_\_\_\_

**{Insert name of Affected System Interconnection Customer}**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Project No. \_\_\_\_\_

Attachment A to Appendix 8  
Multiparty Affected System Study Agreement

ASSUMPTIONS USED IN CONDUCTING THE  
MULTIPARTY AFFECTED SYSTEM STUDY

The Affected System Study will be based upon the following assumptions:

{ Assumptions to be completed by Affected System Interconnection Customers and System Operator }

---

**APPENDIX 9 TO ETU IP**  
**TWO-PARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, organized and existing under the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer) and \_\_\_\_\_, an entity organized under the laws of the State of \_\_\_\_\_ (Interconnecting Transmission Owner). Affected System Interconnection Customer and Transmission Provider each may be referred to as a “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Affected System Interconnection Customer is proposing to develop a {description of generating facility or generating capacity addition to an existing generating facility} consistent with the interconnection request submitted by Affected System Interconnection Customer to {name of host transmission provider}, dated \_\_\_\_\_, for which {name of host transmission provider} found impacts on the New England Transmission System; and

**WHEREAS**, Affected System Interconnection Customer desires to interconnect the {generating facility} to {name of host transmission provider}’s transmission system; and

—

**WHEREAS**, additions, modifications, and upgrade(s) must be made to certain existing facilities of the New England Transmission System to accommodate such interconnection; and

**WHEREAS**, Affected System Interconnection Customer has requested, and Interconnecting Transmission Owner has agreed, to enter into this Agreement for the purpose of facilitating the construction of necessary Affected System Network Upgrade(s);

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

-  
When used in this Agreement, with initial capitalization, the terms specified and not otherwise defined in this Agreement shall have the meanings indicated in this ETU IP.

**ARTICLE 2**  
**TERM OF AGREEMENT**

-  
**2.1 Effective Date.** This Agreement shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC.

-  
**2.2 Term.**

-  
**2.2.1 General.** This Agreement shall become effective as provided in Article 2.1 and shall continue in full force and effect until the earlier of (1) (2) the Parties agree to mutually terminate this Agreement; (3) earlier termination is permitted or provided for under Appendix A of this Agreement; or (4) Affected System Interconnection Customer terminates this Agreement after providing Interconnecting Transmission Owner with written notice at least sixty (60) Calendar Days prior to the proposed termination date, provided that Affected System Interconnection Customer has no outstanding contractual obligations to Transmission Provider under this Agreement. No termination of this Agreement shall be effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination. The term of this Agreement may be adjusted upon mutual agreement of the Parties if (1) the commercial operation date for the {generating facility} is adjusted in accordance with the rules and procedures established by {name of host transmission provider} or (2) the in-service date for the Affected System Network Upgrade(s) is adjusted in accordance with the rules and procedures established by System Operator and Interconnecting Transmission Owner.

-  
**2.2.2 Termination Upon Default.** Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 5 of this Agreement where Breach and Breaching Party are defined in Article 5. Defaulting Party shall mean the Party that is in Default. In the event of a Default by a Party, the non-Defaulting Party shall have the termination rights described in Articles 5 and 6; provided,



however, Transmission Provider may not terminate this Agreement if Affected System Interconnection Customer is the Defaulting Party and compensates Interconnecting Transmission Owner within thirty (30) Calendar Days for the amount of damages billed to Affected System Interconnection Customer by Transmission Provider for any such damages, including costs and expenses, incurred by Transmission Provider as a result of such Default.

-

**2.2.3 Consequences of Termination.** In the event of a termination by either Party, other than a termination by Affected System Interconnection Customer due to a Default by Interconnecting Transmission Owner, Affected System Interconnection Customer shall be responsible for the payment to Interconnecting Transmission Owner of all amounts then due and payable for construction and installation of the Affected System Network Upgrade(s) (including, without limitation, any equipment ordered related to such construction), plus all out-of-pocket expenses incurred by Interconnecting Transmission Owner in connection with the construction and installation of the Affected System Network Upgrade(s), through the date of termination, and, in the event of the termination of the entire Agreement, any actual costs which Interconnecting Transmission Owner reasonably incurs in (1) winding up work and construction demobilization and (2) ensuring the safety of persons and property and the integrity and safe and reliable operation of the New England Transmission System. Interconnecting Transmission Owner shall use Reasonable Efforts to minimize such costs.

-

**2.2.4 Reservation of Rights.** Interconnecting Transmission Owner shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Affected System Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

-

**2.3 Filing.** Interconnecting Transmission Owner shall file this Agreement (and any amendment hereto) with the appropriate Governmental Authority, if required. Affected System Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 8. If Affected System Interconnection Customer has executed this Agreement, or any amendment thereto, Affected System Interconnection Customer shall reasonably cooperate with Interconnecting Transmission Owner with respect to such filing and to provide any information reasonably requested by Interconnecting Transmission Owner needed to comply with applicable regulatory requirements.

-

**2.4 Survival.** This Agreement shall continue in effect after termination, to the extent necessary, to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this Agreement; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this Agreement or other applicable agreements, to disconnect, remove, or salvage its own facilities and equipment.

-

**2.5 Termination Obligations.** Upon any termination pursuant to this Agreement, Affected System Interconnection Customer shall be responsible for the payment of all costs or other contractual obligations incurred prior to the termination date, including previously incurred capital costs, penalties for early termination, and costs of removal and site restoration.

-

### **ARTICLE 3**

#### **CONSTRUCTION OF AFFECTED SYSTEM NETWORK UPGRADE(S)**

-

##### **3.1 Construction.**

-

**3.1.1 Interconnecting Transmission Owner Obligations.** Interconnecting Transmission Owner shall (or shall cause such action to) design, procure, construct, and install, and Affected System Interconnection Customer shall pay, consistent with Article 3.2, the costs of all Affected System Network Upgrade(s) identified in Appendix A. All Affected System Network Upgrade(s) designed, procured, constructed, and installed by Interconnecting Transmission Owner pursuant to this Agreement shall satisfy all requirements of applicable safety and/or engineering codes and comply with Good Utility Practice, and further, shall satisfy all Applicable Laws and Regulations. Interconnecting Transmission Owner shall not

be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, or any Applicable Laws and Regulations.

-

### **3.1.2 Suspension of Work.**

-

**3.1.2.1 Right to Suspend.** Affected System Interconnection Customer must provide to Interconnecting Transmission Owner written notice of its request for suspension. Only the milestones described in the Appendices of this Agreement are subject to suspension under this Article 3.1.2. Affected System Network Upgrade(s) will be constructed on the schedule described in the Appendices of this Agreement unless: (1) construction is prevented by the order of a Governmental Authority; (2) the Affected System Network Upgrade(s) are not needed by any other Interconnection Customer; or (3) Interconnecting Transmission Owner determines that a Force Majeure event prevents construction. In the event of (1), (2), or (3), any security paid to Interconnecting Transmission Owner under Article 4.1 of this Agreement shall be released by Interconnecting Transmission Owner upon the determination by Interconnecting Transmission Owner that the Affected System Network Upgrade(s) will no longer be constructed. If suspension occurs, Affected System Interconnection Customer shall be responsible for the costs which Interconnecting Transmission Owner incurs (i) in accordance with this Agreement prior to the suspension; (ii) in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of Interconnecting Transmission Owner's Transmission System and, if applicable, any costs incurred in connection with the cancellation of contracts and orders for material which Interconnecting Transmission Owner cannot reasonably avoid; and (iii) reasonably incurs in winding up work and construction demobilization; provided, however, that, prior to canceling any such contracts or orders, Interconnecting Transmission Owner shall obtain Affected System Interconnection Customer's authorization. Affected System Interconnection Customer shall be responsible for all costs incurred in connection with Affected System Interconnection Customer's failure to authorize cancellation of such contracts or orders.

-

Interest on amounts paid by Affected System Interconnection Customer to Interconnecting Transmission Owner for the design, procurement, construction, and installation of the Affected System Network Upgrade(s) shall not accrue during periods in which Affected System Interconnection Customer has suspended construction under this Article 3.1.2.

Interconnecting Transmission Owner shall invoice Affected System Interconnection Customer pursuant to Article 4 and will use Reasonable Efforts to minimize its costs. In the event Affected System Interconnection Customer suspends work by Affected System Interconnecting Transmission Owner required under this Agreement pursuant to this Article 3.1.2.1, and has not requested Affected System Interconnecting Transmission Owner to recommence the work required under this Agreement on or before the expiration of three (3) years following commencement of such suspension, this Agreement shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Affected System Interconnecting Transmission Owner, whichever is earlier, if no effective date of suspension is specified.

-

**3.1.3 Construction Status.** Interconnecting Transmission Owner shall keep Affected System Interconnection Customer advised periodically as to the progress of its design, procurement and construction efforts, as described in Appendix A. Affected System Interconnection Customer may, at any time and reasonably, request a progress report from Interconnecting Transmission Owner. If, at any time, Affected System Interconnection Customer determines that the completion of the Affected System Network Upgrade(s) will not be required until after the specified in-service date, Affected System Interconnection Customer will provide written notice to Interconnecting Transmission Owner of such later date upon which the completion of the Affected System Network Upgrade(s) would be required. Interconnecting Transmission Owner may delay the in-service date of the Affected System Network Upgrade(s) accordingly.

-

**3.1.4 Timely Completion.** Interconnecting Transmission Owner shall use Reasonable Efforts to design, procure, construct, install, and test the Affected System Network Upgrade(s) in accordance with the schedule set forth in Appendix A, which schedule may be revised from time to time by mutual agreement of the Parties. If any event occurs that will affect the time or ability to complete the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall promptly notify Affected System Interconnection Customer. In such circumstances, Interconnecting Transmission Owner shall, within fifteen (15) Calendar Days of such notice, convene a meeting with Affected System Interconnection Customer to evaluate the alternatives available to Affected System Interconnection Customer. Interconnecting Transmission Owner shall also make available to Affected System Interconnection Customer all studies and work papers related to the event and corresponding delay, including all

information that is in the possession of Interconnecting Transmission Owner that is reasonably needed by Affected System Interconnection Customer to evaluate alternatives, subject to confidentiality arrangements consistent with Article 8. Interconnecting Transmission Owner shall, at Affected System Interconnection Customer's request and expense, use Reasonable Efforts to accelerate its work under this Agreement to meet the schedule set forth in Appendix A, provided that (1) Affected System Interconnection Customer authorizes such actions, such authorization to be withheld, conditioned, or delayed by Affected System Interconnection Customer only if it can demonstrate that the acceleration would have a material adverse effect on it; and (2) the Affected System Interconnection Customer funds costs associated therewith in advance.

-

### **3.2 Interconnection Costs.**

-

**3.2.1 Costs.** Affected System Interconnection Customer shall pay to Interconnecting Transmission Owner costs (including taxes and financing costs) associated with seeking and obtaining all necessary approvals and of designing, engineering, constructing, and testing the Affected System Network Upgrade(s), as identified in Appendix A, in accordance with the cost recovery method provided herein. Unless Interconnecting Transmission Owner elects to fund the Affected System Network Upgrade(s), they shall be initially funded by Affected System Interconnection Customer.

—

**3.2.1.1 Lands of Other Property Owners.** If any part of the Affected System Network Upgrade(s) is to be installed on property owned by persons other than Affected System Interconnection Customer or Interconnecting Transmission Owner, Interconnecting Transmission Owner shall, at Affected System Interconnection Customer's expense, use efforts similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority to the extent permitted and consistent with Applicable Laws and Regulations and, to the extent consistent with such Applicable Laws and Regulations, to procure from such persons any rights of use, licenses, rights-of-way, and easements that are necessary to construct, operate, maintain, test, inspect, replace, or remove the Affected System Network Upgrade(s) upon such property.

-

—

### **3.3 Taxes.**

-

**3.3.1 Indemnification for Contributions in Aid of Construction.** With regard only to payments made by Affected System Interconnection Customer to Interconnecting Transmission Owner for the installation of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall not include a gross-up for income taxes in the amounts it charges Affected System Interconnection Customer for the installation of the Affected System Network Upgrade(s) unless (1) Interconnecting Transmission Owner has determined, in good faith, that the payments or property transfers made by Affected System Interconnection Customer to Interconnecting Transmission Owner should be reported as income subject to taxation, or (2) any Governmental Authority directs Interconnecting Transmission Owner to report payments or property as income subject to taxation. Affected System Interconnection Customer shall reimburse Interconnecting Transmission Owner for such costs on a fully grossed-up basis, in accordance with this Article, within thirty (30) Calendar Days of receiving written notification from Interconnecting Transmission Owner of the amount due, including detail about how the amount was calculated.

-

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten (10)-year testing period and the applicable statute of limitation, as it may be extended by Interconnecting Transmission Owner upon request of the Internal Revenue Service, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article. Notwithstanding the foregoing provisions of this Article 3.3.1, and to the extent permitted by law, to the extent that the receipt of such payments by Interconnecting Transmission Owner is determined by any Governmental Authority to constitute income by Interconnecting Transmission Owner subject to taxation, Affected System Interconnection Customer shall protect, indemnify, and hold harmless Interconnecting Transmission Owner and its Affiliates, from all claims by any such Governmental Authority for any tax, interest, and/or penalties associated with such determination. Upon receiving written notification of such determination from the Governmental Authority, Interconnecting Transmission Owner shall provide Affected System Interconnection Customer with written notification within thirty (30) Calendar Days of such determination and notification. Interconnecting Transmission Owner, upon the timely written request by Affected System Interconnection Customer and at Affected System Interconnection Customer's expense, shall appeal, protest, seek abatement of, or otherwise oppose such determination. Interconnecting Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement

or other contest, including the compromise or settlement of the claim; provided that Interconnecting Transmission Owner shall cooperate and consult in good faith with Affected System Interconnection Customer regarding the conduct of such contest. Affected System Interconnection Customer shall not be required to pay Interconnecting Transmission Owner for the tax, interest, and/or penalties prior to the seventh (7th) Calendar Day before the date on which Interconnecting Transmission Owner (1) is required to pay the tax, interest, and/or penalties or other amount in lieu thereof pursuant to a compromise or settlement of the appeal, protest, abatement, or other contest; (2) is required to pay the tax, interest, and/or penalties as the result of a final, non-appealable order by a Governmental Authority; or (3) is required to pay the tax, interest, and/or penalties as a prerequisite to an appeal, protest, abatement, or other contest. In the event such appeal, protest, abatement, or other contest results in a determination that Interconnecting Transmission Owner is not liable for any portion of any tax, interest, and/or penalties for which Affected System Interconnection Customer has already made payment to Interconnecting Transmission Owner, Interconnecting Transmission Owner shall promptly refund to Affected System Interconnection Customer any payment attributable to the amount determined to be non-taxable, plus any interest (calculated in accordance with 18 CFR 35.19a(a)(2)(iii)) or other payments Interconnecting Transmission Owner receives or which Interconnecting Transmission Owner may be entitled with respect to such payment. Affected System Interconnection Customer shall provide Interconnecting Transmission Owner with credit assurances sufficient to meet Affected System Interconnection Customer's estimated liability for reimbursement of Interconnecting Transmission Owner for taxes, interest, and/or penalties under this Article 3.3.1. Such estimated liability shall be stated in Appendix A.

-

To the extent that Interconnecting Transmission Owner is a limited liability company and not a corporation, and has elected to be taxed as a partnership, then the following shall apply: Interconnecting Transmission Owner represents, and the Parties acknowledge, that Interconnecting Transmission Owner is a limited liability company and is treated as a partnership for federal income tax purposes. Any payment made by Affected System Interconnection Customer to Interconnecting Transmission Owner for Affected System Network Upgrade(s) is to be treated as an upfront payment. It is anticipated by the Parties that any amounts paid by Affected System Interconnection Customer to Interconnecting Transmission Owner for Affected System Network Upgrade(s) will be reimbursed to Affected System Interconnection Customer in accordance with the terms of this Agreement, provided Affected System Interconnection Customer fulfills its obligations under this Agreement.

---

**3.3.2 Private Letter Ruling.** At Affected System Interconnection Customer's request and expense, Interconnecting Transmission Owner shall file with the Internal Revenue Service a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Affected System Interconnection Customer to Interconnecting Transmission Owner under this Agreement are subject to federal income taxation. Affected System Interconnection Customer will prepare the initial draft of the request for a private letter ruling and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Affected System Interconnection Customer's knowledge. Interconnecting Transmission Owner and Affected System Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

-

**3.3.3 Other Taxes.** Upon the timely request by Affected System Interconnection Customer, and at Affected System Interconnection Customer's sole expense, Interconnecting Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Interconnecting Transmission Owner for which Affected System Interconnection Customer may be required to reimburse Interconnecting Transmission Owner under the terms of this Agreement. Affected System Interconnection Customer shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, Transmission Provider's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Affected System Interconnection Customer and Interconnecting Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Affected System Interconnection Customer to Interconnecting Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Affected System Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Interconnecting Transmission Owner. Each Party shall cooperate with the other Party to maintain each Party's tax status. Nothing in this Agreement is intended to adversely affect any Party's tax-exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds, as described in section 142(f) of the Internal Revenue Code.



**ARTICLE 4**  
**SECURITY, BILLING, AND PAYMENTS**

-

**4.1 Provision of Security.** By the earlier of (1) thirty (30) Calendar Days prior to the due date for Affected System Interconnection Customer's first payment under the payment schedule specified in Appendix A, or (2) the first date specified in Appendix A for the ordering of equipment by Interconnecting Transmission Owner for installing the Affected System Network Upgrade(s), Affected System Interconnection Customer shall provide Interconnecting Transmission Owner, at Affected System Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Interconnecting Transmission Owner. Such security for payment shall be in an amount sufficient to cover the costs for constructing, procuring, and installing the applicable portion of Affected System Network Upgrade(s) and shall be reduced on a dollar-for-dollar basis for payments made to Interconnecting Transmission Owner for these purposes.

The guarantee must be made by an entity that meets the creditworthiness requirements of Interconnecting Transmission Owner and contain terms and conditions that guarantee payment of any amount that may be due from Affected System Interconnection Customer, up to an agreed-to maximum amount. The letter of credit must be issued by a financial institution reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date. The surety bond must be issued by an insurer reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

-

**4.2 Invoice.** Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due, if any, for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this Agreement, including interest payments, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

-

**4.3 Payment.** Invoices shall be rendered to the paying Party at the address specified by the Parties. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a

bank named and account designated by the invoicing Party. Payment of invoices by a Party will not constitute a waiver of any rights or claims that Party may have under this Agreement.

-

**4.4 Final Invoice.** Within six (6) months after completion of the construction of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall provide an invoice of the final cost of the construction of the Affected System Network Upgrade(s) and shall set forth such costs in sufficient detail to enable Affected System Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Interconnecting Transmission Owner shall refund, with interest (calculated in accordance with 18 CFR 35.19a(a)(2)(iii)), to Affected System Interconnection Customer any amount by which the actual payment by Affected System Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

-

**4.5 Interest.** Interest on any unpaid amounts shall be calculated in accordance with 18 CFR 35.19a(a)(2)(iii).

-

**4.6 Payment During Dispute.** In the event of a billing dispute among the Parties, Interconnecting Transmission Owner shall continue to construct the Affected System Network Upgrade(s) under this Agreement as long as Affected System Interconnection Customer: (1) continues to make all payments not in dispute; and (2) pays to Interconnecting Transmission Owner or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Affected System Interconnection Customer fails to meet these two requirements, then Interconnecting Transmission Owner may provide notice to Affected System Interconnection Customer of a Default pursuant to Article 5. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to another Party shall pay the amount due with interest calculated in accordance with the methodology set forth in 18 CFR 35.19a(a)(2)(iii).

-

**ARTICLE 5**  
**BREACH, CURE AND DEFAULT**

-  
**5.1 Events of Breach.** A Breach of this Agreement shall include the:

-  
(a) Failure to pay any amount when due;

-  
(b) Failure to comply with any material term or condition of this Agreement, including but not limited to any material Breach of a representation, warranty, or covenant made in this Agreement;

-  
(c) Failure of a Party to provide such access rights, or a Party's attempt to revoke access or terminate such access rights, as provided under this Agreement; or

-  
(d) Failure of a Party to provide information or data to another Party as required under this Agreement, provided the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

-  
**5.2 Definition.** Breaching Party shall mean the Party that is in Breach.

**5.3 Notice of Breach, Cure, and Default.** Upon the occurrence of an event of Breach, the Party not in Breach, when it becomes aware of the Breach, shall give written notice of the Breach to the Breaching Party and to any other person representing a Party to this Agreement identified in writing to the other Party in advance. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach.

-  
**5.3.1** Upon receiving written notice of the Breach hereunder, the Breaching Party shall have a period to cure such Breach (hereinafter referred to as the "Cure Period") which shall be sixty (60) Calendar Days.

-  
**5.3.2** In the event the Breaching Party fails to cure within the Cure Period, the Breaching Party will be in Default of this Agreement, and the non--Defaulting Party may terminate this Agreement in accordance with Article 6.2 of this Agreement or take whatever action at law or in equity as may appear necessary or

desirable to enforce the performance or observance of any rights, remedies, obligations, agreement, or covenants under this Agreement.

-

**5.4 Rights in the Event of Default.** Notwithstanding the foregoing, upon the occurrence of a Default, the non-Defaulting Party shall be entitled to exercise all rights and remedies it may have in equity or at law.

-

## **ARTICLE 6**

### **TERMINATION OF AGREEMENT**

-

**6.1 Expiration of Term.** Except as otherwise specified in this Article 6, the Parties' obligations under this Agreement shall terminate at the conclusion of the term of this Agreement.

-

**6.2 Termination.** In addition to the termination provisions set forth in Article 2.2, a Party may terminate this Agreement upon the Default of the other Party in accordance with Article 5.2.2 of this Agreement. Subject to the limitations set forth in Article 6.3, in the event of a Default, the termination of this Agreement by the non-Defaulting Party shall require a filing at FERC of a notice of termination, which filing must be accepted for filing by FERC.

-

**6.3 Disposition of Facilities Upon Termination of Agreement.**

-

**6.3.1 Interconnecting Transmission Owner Obligations.** Upon termination of this Agreement, unless otherwise agreed to by the Parties in writing, Interconnecting Transmission Owner:

-

(a) shall, prior to the construction and installation of any portion of the Affected System Network Upgrade(s) and to the extent possible, cancel any pending orders of, or return, such equipment or material for such Affected System Network Upgrade(s);

-

(b) may keep in place any portion of the Affected System Network Upgrade(s) already constructed and installed; and,

-

(c) shall perform such work as may be necessary to ensure the safety of persons and property and to preserve the integrity of Interconnecting Transmission Owner's Transmission System (e.g., construction demobilization to return the system to its original state, wind-up work).

-

**6.3.2 Affected System Interconnection Customer Obligations.** Upon billing by Interconnecting Transmission Owner, Affected System Interconnection Customer shall reimburse Interconnecting Transmission Owner for any costs incurred by Interconnecting Transmission Owner in performance of the actions required or permitted by Article 6.3.1 and for the cost of any Affected System Network Upgrade(s) described in Appendix A. Interconnecting Transmission Owner shall use Reasonable Efforts to minimize costs and shall offset the amounts owed by any salvage value of facilities, if applicable. Affected System Interconnection Customer shall pay these costs pursuant to Article 4.3 of this Agreement.

-

**6.3.3 Pre-construction or Installation.** Upon termination of this Agreement and prior to the construction and installation of any portion of the Affected System Network Upgrade(s), Interconnecting Transmission Owner may, at its option, retain any portion of such Affected System Network Upgrade(s) not cancelled or returned in accordance with Article 6.3.1(a), in which case Interconnecting Transmission Owner shall be responsible for all costs associated with procuring such Affected System Network Upgrade(s). To the extent that Affected System Interconnection Customer has already paid Interconnecting Transmission Owner for any or all of such costs, Interconnecting Transmission Owner shall refund Affected System Interconnection Customer for those payments. If Interconnecting Transmission Owner elects to not retain any portion of such facilities, Interconnecting Transmission Owner shall convey and make available to Affected System Interconnection Customer such facilities as soon as practicable after Affected System Interconnection Customer's payment for such facilities.

-

**6.4 Survival of Rights.** Termination or expiration of this Agreement shall not relieve either Party of any of its liabilities and obligations arising hereunder prior to the date termination becomes effective, and each Party may take whatever judicial or administrative actions as appear necessary or desirable to enforce its rights hereunder. The applicable provisions of this Agreement will continue in effect after expiration, or early termination hereof to the extent necessary to provide for (1) final billings, billing adjustments, and other billing procedures set forth in this Agreement; (2) the determination and

enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and (3) the confidentiality provisions set forth in Article 8.

-  
**ARTICLE 7**  
**SUBCONTRACTORS**

-  
**7.1 Subcontractors.** Nothing in this Agreement shall prevent a Party from utilizing the services of subcontractors, as it deems appropriate, to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services, and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

-  
**7.1.1 Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. In accordance with the provisions of this Agreement, each Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor it hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon a Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

-  
**7.1.2 No Third-Party Beneficiary.** Except as may be specifically set forth to the contrary herein, no subcontractor or any other party is intended to be, nor will it be deemed to be, a third-party beneficiary of this Agreement.

-  
**7.1.3 No Limitation by Insurance.** The obligations under this Article 7 will not be limited in any way by any limitation of any insurance policies or coverages, including any subcontractor's insurance.

**ARTICLE 8**  
**CONFIDENTIALITY**

-

**8.1 Confidentiality.** Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied to the other Party prior to the execution of this Agreement.

-

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential. The Parties shall maintain as confidential any information that is provided and identified by a Party as Critical Energy Infrastructure Information (CEII), as that term is defined in 18 CFR 388.113(c).

-

Such confidentiality will be maintained in accordance with this Article 8. If requested by the receiving Party, the disclosing Party shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

-

**8.1.1 Term.** During the term of this Agreement, and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in this Article 8 or with regard to CEII, each Party shall hold in confidence and shall not disclose to any person Confidential Information. CEII shall be treated in accordance with FERC policies and regulations.

-

**8.1.2 Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a non-Party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this Agreement; or (6) is

required, in accordance with Article 8.1.6 of this Agreement, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this Agreement. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the receiving Party that it no longer is confidential.

-

**8.1.3 Release of Confidential Information.** No Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, agents, consultants, or to non-Parties that may be or are considering providing financing to or equity participation with Affected System Interconnection Customer, or to potential purchasers or assignees of Affected System Interconnection Customer, on a need-to-know basis in connection with this Agreement, unless such person has first been advised of the confidentiality provisions of this Article 8 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 8.

-

**8.1.4 Rights.** Each Party shall retain all rights, title, and interest in the Confidential Information that it discloses to the receiving Party. The disclosure by a Party to the receiving Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

-

**8.1.5 Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication, or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.

-

**8.1.6 Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the disclosing Party with prompt notice of such request(s) or requirement(s) so that the disclosing Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. Notwithstanding the absence of a protective order or waiver, the Party



may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

-

**8.1.7 Termination of Agreement.** Upon termination of this Agreement for any reason, each Party shall, within ten (10) Business Days of receipt of a written request from the other Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the requesting Party) or return to the requesting Party any and all written or electronic Confidential Information received from the requesting Party, except that each Party may keep one copy for archival purposes, provided that the obligation to treat it as Confidential Information in accordance with this Article 8 shall survive such termination.

-

**8.1.8 Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article 8. Each Party accordingly agrees that the disclosing Party shall be entitled to equitable relief, by way of injunction or otherwise, if the receiving Party Breaches or threatens to Breach its obligations under this Article 8, which equitable relief shall be granted without bond or proof of damages, and the breaching Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 8, but it shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. Neither Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 8.

-

**8.1.9 Disclosure to FERC, its Staff, or a State Regulatory Body.** Notwithstanding anything in this Article 8 to the contrary, and pursuant to 18 CFR 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party to this Agreement prior to the release of

the Confidential Information to FERC or its staff. The Party shall notify the other Party to the Agreement when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

-

**8.1.10** Subject to the exception in Article 8.1.9, any information that a disclosing Party claims is competitively sensitive, commercial, or financial information under this Agreement shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent disclosure is (1) required by law; (2) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (3) otherwise permitted by consent of the disclosing Party, such consent not to be unreasonably withheld; or (4) necessary to fulfill its obligations under this Agreement or as the Interconnecting Transmission Owner or a balancing authority, including disclosing the Confidential Information to a regional or national reliability organization. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this subparagraph, or if any non-Party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the Party that received the Confidential Information from the disclosing Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order, or other reasonable measures.

-

## **ARTICLE 9**

### **INFORMATION ACCESS AND AUDIT RIGHTS**

-

**9.1 Information Access.** Each Party shall make available to the other Party information necessary to verify the costs incurred by the other Party for which the requesting Party is responsible under this Agreement and carry out obligations and responsibilities under this Agreement, provided that the Parties shall not use such information for purposes other than those set forth in this Article 9.1 and to enforce their rights under this Agreement.

-

**9.2 Audit Rights.** Subject to the requirements of confidentiality under Article 8 of this Agreement, the accounts and records related to the design, engineering, procurement, and construction of the Affected System Network Upgrade(s) shall be subject to audit during the period of this Agreement and for a period of twenty-four (24) months following Interconnecting Transmission Owner's issuance of a final invoice in accordance with Article 4.4. Affected System Interconnection Customer at its expense shall have the right, during normal business hours, and upon prior reasonable notice to Interconnecting Transmission Owner, to audit such accounts and records. Any audit authorized by this Article 9.2 shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to obligations under this Agreement.

-

## **ARTICLE 10**

### **NOTICES**

-

**10.1 General.** Any notice, demand, or request required or permitted to be given by a Party to the other Party, and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party, may be so given, tendered, or delivered, as the case may be, by depositing the same with the United States Postal Service with postage prepaid, for transmission by certified or registered mail, addressed to the Parties, or personally delivered to the Parties, at the address set out below:

-

To Interconnecting Transmission Owner:

-

To Affected System Interconnection Customer:

-

-

**10.2 Billings and Payments.** Billings and payments shall be sent to the addresses shown in Article 10.1 unless otherwise agreed to by the Parties.

-

**10.3 Alternative Forms of Notice.** Any notice or request required or permitted to be given by a Party to the other Party and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out below:

-

To Interconnecting Transmission Owner:

-

-

-

To Affected System Interconnection Customer:

**10.4 Execution and Filing.** Affected System Interconnection Customer shall either: (i) execute two originals of this tendered Agreement and return them to Interconnecting Transmission Owner; or (ii) request in writing that Interconnecting Transmission Owner file with FERC this Agreement in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either the two executed originals of this tendered Agreement (if it does not conform with a FERC-approved standard form of this Agreement) or the request to file this Agreement unexecuted, Interconnecting Transmission Owner shall file this Agreement with FERC, together with its explanation of any matters as to which Affected System Interconnection Customer and Interconnecting Transmission Owner disagree and support for the costs that Interconnecting Transmission Owner proposes to charge to Affected System Interconnection Customer under this Agreement. An unexecuted version of this Agreement should contain terms and conditions deemed appropriate by Interconnecting Transmission Owner for the Affected System Interconnection Customer's generating facility. If the Parties agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted version of this Agreement, they may proceed pending FERC action.

-

-

## **ARTICLE 11**

### **MISCELLANEOUS**

**11.1 Accuracy of Information.** Except as a Party (“Providing Party”) may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

**11.2 Disclaimer of Warranty.** In conducting the duties described herein, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in carrying out such responsibilities. Affected System Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

**11.3 Force Majeure, Liability and Indemnification.**

**11.3.1 Force Majeure.** Neither Interconnecting Transmission Owner nor an Affected System Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

**11.3.2 Liability.** Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Affected System Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the

extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Affected System Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Affected System Interconnection Customer has claims against Interconnecting Transmission Owner, the Affected System Interconnection Customer may only look to the assets of Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of Interconnecting Transmission Owner or Affiliate of either who, the Affected System Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of Interconnecting Transmission Owner or Affiliate of either. In no event shall Interconnecting Transmission Owner or any Affected System Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Affected System Interconnection Customer's obligations under the Indemnification section below.

**11.3.3 Indemnification.** Affected System Interconnection Customer shall at all times indemnify, defend, and save harmless the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Affected System Interconnection Customer, or the actions or omissions of the Affected System Interconnection Customer in connection with this Agreement, except in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in

respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Affected System Interconnection Customer to indemnify Interconnecting Transmission Owners shall be several, and not joint or joint and several.

**11.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.

**11.5 Severability.** In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

**11.6 Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

**11.7 Amendment.** No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.

**11.8 Independent Contractor.** Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

**11.9 No Implied Waivers.** The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

**11.10 Successors and Assigns.** This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

**11.11 Due Authorization.** Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

-

[Signature Page to Follow]

---



IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple originals, each of which shall constitute and be an original Agreement among the Parties.

-

-

Interconnecting Transmission Owner

**{Interconnecting Transmission Owner}**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

-

-

Affected System Interconnection Customer

**{Affected System Interconnection Customer}**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

-

-

Project No. \_\_\_\_\_

\_\_\_\_\_

Attachment A to Appendix 9  
Two-Party Affected System Facilities Construction Agreement

AFFECTED SYSTEM NETWORK UPGRADE(S), COST ESTIMATES AND RESPONSIBILITY,  
CONSTRUCTION SCHEDULE AND MONTHLY PAYMENT SCHEDULE

-

This Appendix A is a part of the Affected System Facilities Construction Agreement between Affected System Interconnection Customer and Interconnecting Transmission Owner.

-

1.1 Affected System Network Upgrade(s) to be installed by Interconnecting Transmission Owner.

{description}

-

1.2 First Equipment Order (including permitting).

{description}

-

1.2.1. Permitting and Land Rights – Interconnecting Transmission Owner Affected System Network Upgrade(s)

{description}

-

1.3 Construction Schedule. Where applicable, construction of the Affected System Network Upgrade(s) is scheduled as follows and will be periodically updated as necessary:

-

Table 1: Interconnecting Transmission Owner Construction Activities

<u>MILESTONE</u> <u>NUMBER</u>	<u>DESCRIPTION</u>	<u>START</u> <u>DATE</u>	<u>END</u> <u>DATE</u>
-	-	-	-

-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

-

-

Note: Construction schedule assumes that Interconnecting Transmission Owner has obtained final authorizations and security from Affected System Interconnection Customer and all necessary permits from Governmental Authorities as necessary prerequisites to commence construction of any of the Affected System Network Upgrade(s).

-

#### 1.4 Payment Schedule.

-

##### 1.4.1 Timing of and Adjustments to Affected System Interconnection Customer's Payments and Security.

-

{description}

1.4.2 Monthly Payment Schedule. Affected System Interconnection Customer's payment schedule is as follows.

{description}

-

Table 2: Affected System Interconnection Customer's Payment/Security Obligations for Affected System Network Upgrade(s).

<u>MILESTONE NUMBER</u>	<u>DESCRIPTION</u>	<u>DATE</u>
	-	-

-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

-

-

Note: Affected System Interconnection Customer’s payment or provision of security as provided in this Agreement operates as a condition precedent to Interconnecting Transmission Owner’s obligations to construct any Affected System Network Upgrade(s), and failure to meet this schedule will constitute a Breach pursuant to Article 5.1 of this Agreement.

-

**1.5 Permits, Licenses, and Authorizations.**

**{description}**

Attachment B to Appendix 9  
Two-Party Affected System Facilities Construction Agreement

NOTIFICATION OF COMPLETED CONSTRUCTION

-  
This Appendix B is a part of the Affected Systems Facilities Construction Agreement between Affected System Interconnection Customer and Interconnecting Transmission Owner. Where applicable, when Interconnecting Transmission Owner has completed construction of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall send notice to Affected System Interconnection Customer in substantially the form following:

-  
{Date}

-  
{Affected System Interconnection Customer Address}

-  
Re: Completion of Affected System Network Upgrade(s)

-  
Dear {Name or Title}:

-  
This letter is sent pursuant to the Affected System Facilities Construction Agreement between {Interconnecting Transmission Owner} and {Affected System Interconnection Customer}, dated \_\_\_\_\_, 20\_\_.

-  
On {Date}, Interconnecting Transmission Owner completed to its satisfaction all work on the Affected System Network Upgrade(s) required to facilitate the safe and reliable interconnection and operation of Affected System Interconnection Customer's {description of generating facility}. Interconnecting Transmission Owner confirms that the Affected System Network Upgrade(s) are in place.

-  
Thank you.

-  
{Signature}

{Interconnecting Transmission Owner Representative}

Attachment C to Appendix 9  
Two-Party Affected System Facilities Construction Agreement

EXHIBITS

This Appendix C is a part of the Affected System Facilities Construction Agreement among Affected  
System Interconnection Customer and Interconnecting Transmission Owner.

-

Exhibit A1

Interconnecting Transmission Owner Site Map

-

Exhibit A2

Site Plan

-

Exhibit A3

Affected System Network Upgrade(s) Plan & Profile

-

Exhibit A4

Estimated Cost of Affected System Network Upgrade(s)

-

-

-	<u>Location</u>	<u>Facilities to Be Constructed by Interconnecting Transmission Owner</u>	<u>Estimate in Dollars</u>
-	-	-	-
-	-	<u>Total:</u>	-

---

**APPENDIX 10 TO ETU IP**

**MULTIPARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among \_\_\_\_\_, organized and existing under the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer); \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer); and \_\_\_\_\_, an entity organized under the laws of the State of \_\_\_\_\_ (Interconnecting Transmission Owner). Affected System Interconnection Customers and Interconnecting Transmission Owner each may be referred to as a “Party” or collectively as the “Parties.” When it is not important to differentiate among them, Affected System Interconnection Customers each may be referred to as “Affected System Interconnection Customer” or collectively as “Affected System Interconnection Customers.”

**RECITALS**

**WHEREAS**, Affected System Interconnection Customers are proposing to develop {description of generating facilities or generating capacity additions to an existing generating facility}, consistent with the interconnection requests submitted by Affected System Interconnection Customers to {name of host Interconnecting Transmission Owner}, dated \_\_\_\_\_, for which {name of host Interconnecting Transmission Owner} found impacts on Interconnecting Transmission Owner’s Transmission System; and

**WHEREAS**, Affected System Interconnection Customers desire to interconnect the {generating facilities} to {name of host Interconnecting Transmission Owner}’s transmission system; and

—

**WHEREAS**, additions, modifications, and upgrade(s) must be made to certain existing facilities of Interconnecting Transmission Owner’s Transmission System to accommodate such interconnection; and

**WHEREAS,** Affected System Interconnection Customers have requested, and Interconnecting Transmission Owner has agreed, to enter into this Agreement for the purpose of facilitating the construction of necessary Affected System Network Upgrade(s);

**NOW, THEREFORE,** in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

## **ARTICLE 1**

### **DEFINITIONS**

-

When used in this Agreement, with initial capitalization, the terms specified and not otherwise defined in this Agreement shall have the meanings indicated in this ETU IP.

## **ARTICLE 2**

### **TERM OF AGREEMENT**

-

**2.1 Effective Date.** This Agreement shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC.

-

**2.2 Term.**

-

**2.2.1 General.** This Agreement shall become effective as provided in Article 2.1 and shall continue in full force and effect until the earlier of (1) the final repayment, where applicable, by Interconnecting Transmission Owner of the amount funded by Affected System Interconnection Customers for Interconnecting Transmission Owner's design, procurement, construction, and installation of the Affected System Network Upgrade(s) provided in Appendix A; (2) the Parties agree to mutually terminate this Agreement; (3) earlier termination is permitted or provided for under Appendix A of this Agreement; or (4) Affected System Interconnection Customers terminate this Agreement after providing Interconnecting Transmission Owner with written notice at least sixty (60) Calendar Days prior to the proposed termination date, provided that Affected System Interconnection Customers have no outstanding contractual obligations to Interconnecting Transmission Owner under this Agreement. No termination of



this Agreement shall be effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination. The term of this Agreement may be adjusted upon mutual agreement of the Parties if the commercial operation date(s) for the {generating facilities} is adjusted in accordance with the rules and procedures established by {name of host Interconnecting Transmission Owner} or the in-service date for the Affected System Network Upgrade(s) is adjusted in accordance with the rules and procedures established by Interconnecting Transmission Owner.

-

**2.2.2 Termination Upon Default.** Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 5 of this Agreement where Breach and Breaching Party are defined in Article 5. Defaulting Party shall mean the Party that is in Default. In the event of a Default by a Party, each non-Defaulting Party shall have the termination rights described in Articles 5 and 6; provided, however, Interconnecting Transmission Owner may not terminate this Agreement if an Affected System Interconnection Customer is the Defaulting Party and compensates Interconnecting Transmission Owner within thirty (30) Calendar Days for the amount of damages billed to Affected System Interconnection Customer(s) by Interconnecting Transmission Owner for any such damages, including costs and expenses incurred by Interconnecting Transmission Owner as a result of such Default. Notwithstanding the foregoing, Default by one or more Affected System Interconnection Customers shall not provide the other Affected System Interconnection Customer(s), either individually or in concert, with the right to terminate the entire Agreement. The non-Defaulting Party/Parties may, individually or in concert, initiate the removal of an Affected System Interconnection Customer that is a Defaulting Party from this Agreement. Interconnecting Transmission Owner shall not terminate this Agreement or the participation of any Affected System Interconnection Customer without provision being made for Interconnecting Transmission Owner to be fully reimbursed for all of its costs incurred under this Agreement.

-

**2.2.3 Consequences of Termination.** In the event of a termination by a Party, other than a termination by Affected System Interconnection Customer(s) due to a Default by Interconnecting Transmission Owner, each Affected System Interconnection Customer whose participation in this Agreement is terminated shall be responsible for the payment to Interconnecting Transmission Owner of all amounts then due and payable for construction and installation of the Affected System Network Upgrade(s) (including, without limitation, any equipment ordered related to such construction), plus all out-of-pocket expenses incurred by Interconnecting Transmission Owner in connection with the construction and installation of the Affected System Network Upgrade(s), through the date of termination, and, in the event

of the termination of the entire Agreement, any actual costs which Interconnecting Transmission Owner reasonably incurs in (1) winding up work and construction demobilization and (2) ensuring the safety of persons and property and the integrity and safe and reliable operation of Interconnecting Transmission Owner's Transmission System. Interconnecting Transmission Owner shall use Reasonable Efforts to minimize such costs. The cost responsibility of other Affected System Interconnection Customers shall be adjusted, as necessary, based on the payments by an Affected System Interconnection Customer that is terminated from the Agreement.

-

**2.2.4 Reservation of Rights.** Interconnecting Transmission Owner shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Affected System Interconnection Customers shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

-

**2.3 Filing.** Interconnecting Transmission Owner shall file this Agreement (and any amendment hereto) with the appropriate Governmental Authority, if required. Affected System Interconnection Customers may request that any information so provided be subject to the confidentiality provisions of Article 8. Each Affected System Interconnection Customer that has executed this Agreement, or any amendment thereto, shall reasonably cooperate with Interconnecting Transmission Owner with respect to such filing and to provide any information reasonably requested by Interconnecting Transmission Owner needed to comply with applicable regulatory requirements.

-

**2.4 Survival.** This Agreement shall continue in effect after termination, to the extent necessary, to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this Agreement; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and to permit

each Party to have access to the lands of the other Party pursuant to this Agreement or other applicable agreements, to disconnect, remove, or salvage its own facilities and equipment.

-

**2.5 Termination Obligations.** Upon any termination pursuant to this Agreement or termination of the participation in this Agreement of an Affected System Interconnection Customer, each Affected System Interconnection Customer shall be responsible for the payment of its proportionate share of all costs or other contractual obligations incurred prior to the termination date, including previously incurred capital costs, penalties for early termination, and costs of removal and site restoration. The cost responsibility of the other Affected System Interconnection Customers shall be adjusted as necessary.

-

### **ARTICLE 3**

#### **CONSTRUCTION OF AFFECTED SYSTEM NETWORK UPGRADE(S)**

-

##### **3.1 Construction.**

-

**3.1.1 Interconnecting Transmission Owner Obligations.** Interconnecting Transmission Owner shall (or shall cause such action to) design, procure, construct, and install, and Affected System Interconnection Customers shall pay, consistent with Article 3.2, the costs of all Affected System Network Upgrade(s) identified in Appendix A. All Affected System Network Upgrade(s) designed, procured, constructed, and installed by Interconnecting Transmission Owner pursuant to this Agreement shall satisfy all requirements of applicable safety and/or engineering codes and comply with Good Utility Practice, and further, shall satisfy all Applicable Laws and Regulations. Interconnecting Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, or any Applicable Laws and Regulations.

-

##### **3.1.2 Suspension of Work.**

-

**3.1.2.1 Right to Suspend.** Affected System Interconnection Customers must jointly provide to Interconnecting Transmission Owner written notice of their request for suspension. Only the milestones described in the Appendices of this Agreement are subject to suspension under this Article 3.1.2.

Affected System Network Upgrade(s) will be constructed on the schedule described in the Appendices of this Agreement unless: (1) construction is prevented by the order of a Governmental Authority; (2) the Affected System Network Upgrade(s) are not needed by any other Interconnection Customer; or (3) Interconnecting Transmission Owner determines that a Force Majeure event prevents construction. In the event of (1), (2), or (3), any security paid to Interconnecting Transmission Owner under Article 4.1 of this Agreement shall be released by Interconnecting Transmission Owner upon the determination by Interconnecting Transmission Owner that the Affected System Network Upgrade(s) will no longer be constructed. If suspension occurs, Affected System Interconnection Customers shall be responsible for the costs which Interconnecting Transmission Owner incurs (i) in accordance with this Agreement prior to the suspension; (ii) in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of Interconnecting Transmission Owner's Transmission System and, if applicable, any costs incurred in connection with the cancellation of contracts and orders for material which Interconnecting Transmission Owner cannot reasonably avoid; and (iii) reasonably incurs in winding up work and construction demobilization; provided, however, that, prior to canceling any such contracts or orders, Interconnecting Transmission Owner shall obtain Affected System Interconnection Customers' authorization. Affected System Interconnection Customers shall be responsible for all costs incurred in connection with Affected System Interconnection Customers' failure to authorize cancellation of such contracts or orders.

-

Interest on amounts paid by Affected System Interconnection Customers to Interconnecting Transmission Owner for the design, procurement, construction, and installation of the Affected System Network Upgrade(s) shall not accrue during periods in which Affected System Interconnection Customers have suspended construction under this Article 3.1.2.

Interconnecting Transmission Owner shall invoice Affected System Interconnection Customers pursuant to Article 4 and will use Reasonable Efforts to minimize its costs. In the event Affected System Interconnection Customers suspend work by Affected System Interconnecting Transmission Owner required under this Agreement pursuant to this Article 3.1.2.1, and have not requested Affected System Interconnecting Transmission Owner to recommence the work required under this Agreement on or before the expiration of three (3) years following commencement of such suspension, this Agreement shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or

the date of the written notice to Affected System Interconnecting Transmission Owner, whichever is earlier, if no effective date of suspension is specified.

-

**3.1.3 Construction Status.** Interconnecting Transmission Owner shall keep Affected System Interconnection Customers advised periodically as to the progress of its design, procurement, and construction efforts, as described in Appendix A. An Affected System Interconnection Customer may, at any time and reasonably, request a progress report from Interconnecting Transmission Owner. If, at any time, an Affected System Interconnection Customer determines that the completion of the Affected System Network Upgrade(s) will not be required until after the specified in-service date, such Affected System Interconnection Customer will provide written notice to all other Parties of such later date for which the completion of the Affected System Network Upgrade(s) would be required. Interconnecting Transmission Owner may delay the in-service date of the Affected System Network Upgrade(s) accordingly, but only if agreed to by all other Affected System Interconnection Customers.

-

**3.1.4 Timely Completion.** Interconnecting Transmission Owner shall use Reasonable Efforts to design, procure, construct, install, and test the Affected System Network Upgrade(s) in accordance with the schedule set forth in Appendix A, which schedule may be revised from time to time by mutual agreement of the Parties. If any event occurs that will affect the time or ability to complete the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall promptly notify all other Parties. In such circumstances, Interconnecting Transmission Owner shall, within fifteen (15) Calendar Days of such notice, convene a meeting with Affected System Interconnection Customers to evaluate the alternatives available to Affected System Interconnection Customers. Interconnecting Transmission Owner shall also make available to Affected System Interconnection Customers all studies and work papers related to the event and corresponding delay, including all information that is in the possession of Interconnecting Transmission Owner that is reasonably needed by Affected System Interconnection Customers to evaluate alternatives, subject to confidentiality arrangements consistent with Article 8. Interconnecting Transmission Owner shall, at any Affected System Interconnection Customer's request and expense, use Reasonable Efforts to accelerate its work under this Agreement to meet the schedule set forth in Appendix A, provided that (1) Affected System Interconnection Customers jointly authorize such actions, such authorizations to be withheld, conditioned, or delayed by a given Affected System Interconnection Customer only if it can demonstrate that the acceleration would have a material adverse effect on it; and (2) the requesting Affected System Interconnection Customer(s) funds the costs

associated therewith in advance, or all Affected System Interconnection Customers agree in advance to fund such costs based on such other allocation method as they may adopt.

-

### **3.2 Interconnection Costs.**

-

**3.2.1 Costs.** Affected System Interconnection Customers shall pay to Interconnecting Transmission Owner costs (including taxes and financing costs) associated with seeking and obtaining all necessary approvals and of designing, engineering, constructing, and testing the Affected System Network Upgrade(s), as identified in Appendix A, in accordance with the cost recovery method provided herein. Except as expressly otherwise agreed, Affected System Interconnection Customers shall be collectively responsible for these costs, based on their proportionate share of cost responsibility, as provided in Appendix A. Unless Interconnecting Transmission Owner elects to fund the Affected System Network Upgrade(s), they shall be initially funded by the applicable Affected System Interconnection Customer.

—

**3.2.1.1 Lands of Other Property Owners.** If any part of the Affected System Network Upgrade(s) is to be installed on property owned by persons other than Affected System Interconnection Customers or Interconnecting Transmission Owner, Interconnecting Transmission Owner shall, at Affected System Interconnection Customers' expense, use efforts similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority to the extent permitted and consistent with Applicable Laws and Regulations and, to the extent consistent with such Applicable Laws and Regulations, to procure from such persons any rights of use, licenses, rights-of-way, and easements that are necessary to construct, operate, maintain, test, inspect, replace, or remove the Affected System Network Upgrade(s) upon such property.

-

—

### **3.3 Taxes.**

-

**3.3.1 Indemnification for Contributions in Aid of Construction.** With regard only to payments made by Affected System Interconnection Customers to Interconnecting Transmission Owner for the installation of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall not include a gross-up for income taxes in the amounts it charges Affected System Interconnection Customers for the installation of the Affected System Network Upgrade(s) unless (1) Interconnecting Transmission

Owner has determined, in good faith, that the payments or property transfers made by Affected System Interconnection Customers to Interconnecting Transmission Owner should be reported as income subject to taxation, or (2) any Governmental Authority directs Interconnecting Transmission Owner to report payments or property as income subject to taxation. Affected System Interconnection Customers shall reimburse Interconnecting Transmission Owner for such costs on a fully grossed-up basis, in accordance with this Article, within thirty (30) Calendar Days of receiving written notification from Interconnecting Transmission Owner of the amount due, including detail about how the amount was calculated.

-

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten (10)-year testing period and the applicable statute of limitation, as it may be extended by Interconnecting Transmission Owner upon request of the Internal Revenue Service, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article. Notwithstanding the foregoing provisions of this Article 3.3.1, and to the extent permitted by law, to the extent that the receipt of such payments by Interconnecting Transmission Owner is determined by any Governmental Authority to constitute income by Interconnecting Transmission Owner subject to taxation, Affected System Interconnection Customers shall protect, indemnify, and hold harmless Interconnecting Transmission Owner and its Affiliates, from all claims by any such Governmental Authority for any tax, interest, and/or penalties associated with such determination. Upon receiving written notification of such determination from the Governmental Authority, Interconnecting Transmission Owner shall provide Affected System Interconnection Customers with written notification within thirty (30) Calendar Days of such determination and notification. Interconnecting Transmission Owner, upon the timely written request by any one or more Affected System Interconnection Customer(s) and at the expense of such Affected System Interconnection Customer(s), shall appeal, protest, seek abatement of, or otherwise oppose such determination. Interconnecting Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the compromise or settlement of the claim; provided that Interconnecting Transmission Owner shall cooperate and consult in good faith with the requesting Affected System Interconnection Customer(s) regarding the conduct of such contest. Affected System Interconnection Customer(s) shall not be required to pay Interconnecting Transmission Owner for the tax, interest, and/or penalties prior to the seventh (7th) Calendar Day before the date on which Interconnecting Transmission Owner (1) is required to pay the tax, interest, and/or penalties or other amount in lieu thereof pursuant to a compromise or settlement of the appeal, protest,



abatement, or other contest; (2) is required to pay the tax, interest, and/or penalties as the result of a final, non-appealable order by a Governmental Authority; or (3) is required to pay the tax, interest, and/or penalties as a prerequisite to an appeal, protest, abatement, or other contest. In the event such appeal, protest, abatement, or other contest results in a determination that Interconnecting Transmission Owner is not liable for any portion of any tax, interest, and/or penalties for which any Affected System Interconnection Customer(s) has already made payment to Interconnecting Transmission Owner, Interconnecting Transmission Owner shall promptly refund to such Affected System Interconnection Customer(s) any payment attributable to the amount determined to be non-taxable, plus any interest (calculated in accordance with 18 CFR 35.19a(a)(2)(iii)) or other payments Interconnecting Transmission Owner receives or to which Interconnecting Transmission Owner may be entitled with respect to such payment. Each Affected System Interconnection Customer shall provide Interconnecting Transmission Owner with credit assurances sufficient to meet each Affected System Interconnection Customer's estimated liability for reimbursement of Interconnecting Transmission Owner for taxes, interest, and/or penalties under this Article 3.3.1. Such estimated liability shall be stated in Appendix A.

-

To the extent that Interconnecting Transmission Owner is a limited liability company and not a corporation, and has elected to be taxed as a partnership, then the following shall apply: Interconnecting Transmission Owner represents, and the Parties acknowledge, that Interconnecting Transmission Owner is a limited liability company and is treated as a partnership for federal income tax purposes. Any payment made by Affected System Interconnection Customers to Interconnecting Transmission Owner for Affected System Network Upgrade(s) is to be treated as an upfront payment. It is anticipated by the Parties that any amounts paid by each Affected System Interconnection Customer to Interconnecting Transmission Owner for Affected System Network Upgrade(s) will be reimbursed to such Affected System Interconnection Customer in accordance with the terms of this Agreement, provided such Affected System Interconnection Customer fulfills its obligations under this Agreement.

---

**3.3.2 Private Letter Ruling.** At the request and expense of any Affected System Interconnection Customer(s), Interconnecting Transmission Owner shall file with the Internal Revenue Service a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by such Affected System Interconnection Customer(s) to Interconnecting Transmission Owner under this Agreement are subject to federal income taxation. Each Affected System Interconnection Customer desiring such a request will prepare the initial draft of the request for a private letter ruling and will certify



under penalties of perjury that all facts represented in such request are true and accurate to the best of such Affected System Interconnection Customer's knowledge. Interconnecting Transmission Owner and such Affected System Interconnection Customer(s) shall cooperate in good faith with respect to the submission of such request.

-

**3.3.3 Other Taxes.** Upon the timely request by any one or more Affected System Interconnection Customer(s), and at such Affected System Interconnection Customer(s)' sole expense, Interconnecting Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Interconnecting Transmission Owner for which such Affected System Interconnection Customer(s) may be required to reimburse Interconnecting Transmission Owner under the terms of this Agreement. Affected System Interconnection Customer(s) who requested the action shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, Interconnecting Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. The requesting Affected System Interconnection Customer(s) and Interconnecting Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Affected System Interconnection Customer(s) to Interconnecting Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Affected System Interconnection Customer(s) will be responsible for all taxes, interest, and penalties, other than penalties attributable to any delay caused by Interconnecting Transmission Owner. Each Party shall cooperate with the other Party to maintain each Party's tax status. Nothing in this Agreement is intended to adversely affect any Party's tax-exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds, as described in section 142(f) of the Internal Revenue Code.

## **ARTICLE 4**

### **SECURITY, BILLING, AND PAYMENTS**

-

**4.1 Provision of Security.** By the earlier of (1) thirty (30) Calendar Days prior to the due date for each Affected System Interconnection Customer's first payment under the payment schedule specified in Appendix A, or (2) the first date specified in Appendix A for the ordering of equipment by

Interconnecting Transmission Owner for installing the Affected System Network Upgrade(s), each Affected System Interconnection Customer shall provide Interconnecting Transmission Owner, at each Affected System Interconnection Customer's option, a guarantee, a surety bond, letter of credit, or other form of security that is reasonably acceptable to Interconnecting Transmission Owner. Such security for payment shall be in an amount sufficient to cover the costs for constructing, procuring, and installing the applicable portion of Affected System Network Upgrade(s) and shall be reduced on a dollar-for-dollar basis for payments made to Interconnecting Transmission Owner for these purposes.

The guarantee must be made by an entity that meets the creditworthiness requirements of Interconnecting Transmission Owner and contain terms and conditions that guarantee payment of any amount that may be due from such Affected System Interconnection Customer, up to an agreed-to maximum amount. The letter of credit must be issued by a financial institution reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date. The surety bond must be issued by an insurer reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

-

**4.2 Invoice.** Each Party shall submit to the other Parties, on a monthly basis, invoices of amounts due, if any, for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to another Party under this Agreement, including interest payments, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

-

**4.3 Payment.** Invoices shall be rendered to the paying Party at the address specified by the Parties. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by a Party will not constitute a waiver of any rights or claims that Party may have under this Agreement.

-

**4.4 Final Invoice.** Within six (6) months after completion of the construction of the Affected System Network Upgrade(s) Interconnecting Transmission Owner shall provide an invoice of the final cost of the construction of the Affected System Network Upgrade(s) and shall set forth such costs in sufficient detail

to enable each Affected System Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Interconnecting Transmission Owner shall refund, with interest (calculated in accordance with 18 CFR 35.19a(a)(2)(iii)), to each Affected System Interconnection Customer any amount by which the actual payment by Affected System Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

-

**4.5 Interest.** Interest on any unpaid amounts shall be calculated in accordance with 18 CFR 35.19a(a)(2)(iii).

-

**4.6 Payment During Dispute.** In the event of a billing dispute among the Parties, Interconnecting Transmission Owner shall continue to construct the Affected System Network Upgrade(s) under this Agreement as long as each Affected System Interconnection Customer: (1) continues to make all payments not in dispute; and (2) pays to Interconnecting Transmission Owner or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If any Affected System Interconnection Customer fails to meet these two requirements, then Interconnecting Transmission Owner may provide notice to such Affected System Interconnection Customer of a Default pursuant to Article 5. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to another Party shall pay the amount due with interest calculated in accordance with the methodology set forth in 18 CFR 35.19a(a)(2)(iii).

-

## **ARTICLE 5**

### **BREACH, CURE, AND DEFAULT**

-

**5.1 Events of Breach.** A Breach of this Agreement shall include the:

-

**(a) Failure to pay any amount when due;**

-

**(b) Failure to comply with any material term or condition of this Agreement, including but not limited to any material Breach of a representation, warranty, or covenant made in this Agreement;**

-

(c) Failure of a Party to provide such access rights, or a Party's attempt to revoke access or terminate such access rights, as provided under this Agreement; or

-

(d) Failure of a Party to provide information or data to another Party as required under this Agreement, provided the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

-

**5.2 Definition.** Breaching Party shall mean the Party that is in Breach.

**5.3 Notice of Breach, Cure, and Default.** Upon the occurrence of an event of Breach, any Party aggrieved by the Breach, when it becomes aware of the Breach, shall give written notice of the Breach to the Breaching Party and to any other person representing a Party to this Agreement identified in writing to the other Party in advance. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach.

-

**5.2.1** Upon receiving written notice of the Breach hereunder, the Breaching Party shall have a period to cure such Breach (hereinafter referred to as the "Cure Period") which shall be sixty (60) Calendar Days. If an Affected System Interconnection Customer is the Breaching Party and the Breach results from a failure to provide payments or security under Article 4.1 of this Agreement, the other Affected System Interconnection Customers, either individually or in concert, may cure the Breach by paying the amounts owed or by providing adequate security, without waiver of contribution rights against the breaching Affected System Interconnection Customer. Such cure for the Breach of an Affected System Interconnection Customer is subject to the reasonable consent of Interconnecting Transmission Owner. Interconnecting Transmission Owner may also cure such Breach by funding the proportionate share of the Affected System Network Upgrade costs related to the Breach of Affected System Interconnection Customer. Interconnecting Transmission Owner must notify all Parties that it will exercise this option within thirty (30) Calendar Days of notification that an Affected System Interconnection Customer has failed to provide payments or security under Article 4.1.

-

**5.2.2** In the event the Breach is not cured within the Cure Period, the Breaching Party will be in Default of this Agreement, and the non-Defaulting Parties may (1) act in concert to amend the Agreement to remove an Affected System Interconnection Customer that is in Default from this Agreement for cause

and to make other changes as necessary, or (2) either in concert or individually take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreement, or covenants under this Agreement.

**5.3 Rights in the Event of Default.** Notwithstanding the foregoing, upon the occurrence of Default, the non-Defaulting Parties shall be entitled to exercise all rights and remedies it may have in equity or at law.

-

## **ARTICLE 6**

### **TERMINATION OF AGREEMENT**

-

**6.1 Expiration of Term.** Except as otherwise specified in this Article 6, the Parties' obligations under this Agreement shall terminate at the conclusion of the term of this Agreement.

-

**6.2 Termination and Removal.** Subject to the limitations set forth in Article 6.3, in the event of a Default, termination of this Agreement, as to a given Affected System Interconnection Customer or in its entirety, shall require a filing at FERC of a notice of termination, which filing must be accepted for filing by FERC.

-

**6.3 Disposition of Facilities Upon Termination of Agreement.**

-

**6.3.1 Interconnecting Transmission Owner Obligations.** Upon termination of this Agreement, unless otherwise agreed to by the Parties in writing, Interconnecting Transmission Owner:

-

(a) shall, prior to the construction and installation of any portion of the Affected System Network Upgrade(s) and to the extent possible, cancel any pending orders of, or return, such equipment or material for such Affected System Network Upgrade(s);

-

(b) may keep in place any portion of the Affected System Network Upgrade(s) already constructed and installed; and,

-

(c) shall perform such work as may be necessary to ensure the safety of persons and property and to preserve the integrity of Interconnecting Transmission Owner's Transmission System (e.g., construction demobilization to return the system to its original state, wind-up work).

-

**6.3.2 Affected System Interconnection Customer Obligations.** Upon billing by Interconnecting Transmission Owner, each Affected System Interconnection Customer shall reimburse Interconnecting Transmission Owner for its share of any costs incurred by Interconnecting Transmission Owner in performance of the actions required or permitted by Article 6.3.1 and for its share of the cost of any Affected System Network Upgrade(s) described in Appendix A. Interconnecting Transmission Owner shall use Reasonable Efforts to minimize costs and shall offset the amounts owed by any salvage value of facilities, if applicable. Each Affected System Interconnection Customer shall pay these costs pursuant to Article 4.3 of this Agreement.

-

**6.3.3 Pre-construction or Installation.** Upon termination of this Agreement and prior to the construction and installation of any portion of the Affected System Network Upgrade(s), Interconnecting Transmission Owner may, at its option, retain any portion of such Affected System Network Upgrade(s) not cancelled or returned in accordance with Article 6.3.1(a), in which case Interconnecting Transmission Owner shall be responsible for all costs associated with procuring such Affected System Network Upgrade(s). To the extent that an Affected System Interconnection Customer has already paid Interconnecting Transmission Owner for any or all of such costs, Interconnecting Transmission Owner shall refund Affected System Interconnection Customer for those payments. If Interconnecting Transmission Owner elects to not retain any portion of such facilities, and one or more of Affected System Interconnection Customers wish to purchase such facilities, Interconnecting Transmission Owner shall convey and make available to the applicable Affected System Interconnection Customer(s) such facilities as soon as practicable after Affected System Interconnection Customer(s)' payment for such facilities.

-

**6.4 Survival of Rights.** Termination or expiration of this Agreement shall not relieve any Party of any of its liabilities and obligations arising hereunder prior to the date termination becomes effective, and each Party may take whatever judicial or administrative actions as appear necessary or desirable to enforce its rights hereunder. The applicable provisions of this Agreement will continue in effect after expiration, or early termination hereof, to the extent necessary to provide for (1) final billings, billing

adjustments, and other billing procedures set forth in this Agreement; (2) the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and (3) the confidentiality provisions set forth in Article 8.

-

## **ARTICLE 7**

### **SUBCONTRACTORS**

-

**7.1 Subcontractors.** Nothing in this Agreement shall prevent a Party from utilizing the services of subcontractors, as it deems appropriate, to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services, and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.

-

**7.1.1 Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. In accordance with the provisions of this Agreement, each Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor it hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon a Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

-

**7.1.2 No Third-Party Beneficiary.** Except as may be specifically set forth to the contrary herein, no subcontractor or any other party is intended to be, nor will it be deemed to be, a third-party beneficiary of this Agreement.

-

**7.1.3 No Limitation by Insurance.** The obligations under this Article 7 will not be limited in any way by any limitation of any insurance policies or coverages, including any subcontractor's insurance.

**ARTICLE 8**  
**CONFIDENTIALITY**

-

**8.1 Confidentiality.** Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied to the other Parties prior to the execution of this Agreement.

-

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential. The Parties shall maintain as confidential any information that is provided and identified by a Party as Critical Energy Infrastructure Information (CEII), as that term is defined in 18 CFR 388.113(c).

-

Such confidentiality will be maintained in accordance with this Article 8. If requested by the receiving Party, the disclosing Party shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

-

**8.1.1 Term.** During the term of this Agreement, and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in this Article 8 or with regard to CEII, each Party shall hold in confidence and shall not disclose to any person Confidential Information. CEII shall be treated in accordance with FERC policies and regulations.

-

**8.1.2 Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a non-Party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this Agreement; or (6) is



required, in accordance with Article 8.1.6 of this Agreement, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this Agreement. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the receiving Party that it no longer is confidential.

-

**8.1.3 Release of Confidential Information.** No Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, agents, consultants, or to non-Parties that may be or are considering providing financing to or equity participation with Affected System Interconnection Customer(s), or to potential purchasers or assignees of Affected System Interconnection Customer(s), on a need-to-know basis in connection with this Agreement, unless such person has first been advised of the confidentiality provisions of this Article 8 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 8.

-

**8.1.4 Rights.** Each Party shall retain all rights, title, and interest in the Confidential Information that it discloses to the receiving Party. The disclosure by a Party to the receiving Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

-

**8.1.5 Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication, or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.

-

**8.1.6 Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the disclosing Party with prompt notice of such request(s) or requirement(s) so that the disclosing Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. Notwithstanding the absence of a protective order or waiver, the Party

may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

-

**8.1.7 Termination of Agreement.** Upon termination of this Agreement for any reason, each Party shall, within ten (10) Business Days of receipt of a written request from the other Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the requesting Party) or return to the requesting Party any and all written or electronic Confidential Information received from the requesting Party, except that each Party may keep one copy for archival purposes, provided that the obligation to treat it as Confidential Information in accordance with this Article 8 shall survive such termination.

-

**8.1.8 Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's Breach of its obligations under this Article 8. Each Party accordingly agrees that the disclosing Party shall be entitled to equitable relief, by way of injunction or otherwise, if the receiving Party Breaches or threatens to Breach its obligations under this Article 8, which equitable relief shall be granted without bond or proof of damages, and the Breaching Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 8, but it shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 8.

-

**8.1.9 Disclosure to FERC, its Staff, or a State Regulatory Body.** Notwithstanding anything in this Article 8 to the contrary, and pursuant to 18 CFR 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties to this Agreement prior to the release of

the Confidential Information to FERC or its staff. The Party shall notify the other Parties to the Agreement when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

-

**8.1.10** Subject to the exception in Article 8.1.9, any information that a disclosing Party claims is competitively sensitive, commercial, or financial information under this Agreement shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent disclosure is (1) required by law; (2) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (3) otherwise permitted by consent of the disclosing Party, such consent not to be unreasonably withheld; or (4) necessary to fulfill its obligations under this Agreement or as Interconnecting Transmission Owner or a balancing authority, including disclosing the Confidential Information to a regional or national reliability organization. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this subparagraph, or if any non-Party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the Party that received the Confidential Information from the disclosing Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order, or other reasonable measures.

-

## **ARTICLE 9**

### **INFORMATION ACCESS AND AUDIT RIGHTS**

-

**9.1 Information Access.** Each Party shall make available to the other Parties information necessary to verify the costs incurred by the other Parties for which the requesting Party is responsible under this Agreement and carry out obligations and responsibilities under this Agreement, provided that the Parties shall not use such information for purposes other than those set forth in this Article 9.1 and to enforce their rights under this Agreement.

-

**9.2 Audit Rights.** Subject to the requirements of confidentiality under Article 8 of this Agreement, the accounts and records related to the design, engineering, procurement, and construction of the Affected System Network Upgrade(s) shall be subject to audit during the period of this Agreement and for a period of twenty-four (24) months following Interconnecting Transmission Owner's issuance of a final invoice in accordance with Article 4.4. Affected System Interconnection Customers may, jointly or individually, at the expense of the requesting Party(ies), during normal business hours, and upon prior reasonable notice to Interconnecting Transmission Owner, audit such accounts and records. Any audit authorized by this Article 9.2 shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to obligations under this Agreement.

-

## **ARTICLE 10**

### **NOTICES**

-

**10.1 General.** Any notice, demand, or request required or permitted to be given by a Party to the other Parties, and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party, may be so given, tendered, or delivered, as the case may be, by depositing the same with the United States Postal Service with postage prepaid, for transmission by certified or registered mail, addressed to the Parties, or personally delivered to the Parties, at the address set out below:

-

To Interconnecting Transmission Owner:

-

To Affected System Interconnection Customers:

-

**10.2 Billings and Payments.** Billings and payments shall be sent to the addresses shown in Article 10.1 unless otherwise agreed to by the Parties.

-

**10.3 Alternative Forms of Notice.** Any notice or request required or permitted to be given by a Party to the other Parties and not required by this Agreement to be given in writing may be so given by telephone, facsimile, or email to the telephone numbers and email addresses set out below:

-

To Interconnecting Transmission Owner:

-

-

-

To Affected System Interconnection Customers:

**10.4 Execution and Filing.** Affected System Interconnection Customers shall either: (i) execute two originals of this tendered Agreement and return them to Interconnecting Transmission Owner; or (ii) request in writing that Interconnecting Transmission Owner file with FERC this Agreement in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either the two executed originals of this tendered Agreement (if it does not conform with a FERC-approved standard form of this Agreement) or the request to file this Agreement unexecuted, Interconnecting Transmission Owner shall file this Agreement with FERC, together with its explanation of any matters as to which Affected System Interconnection Customers and Interconnecting Transmission Owner disagree and support for the costs that Interconnecting Transmission Owner proposes to charge to Affected System Interconnection Customers under this Agreement. An unexecuted version of this Agreement should contain terms and conditions deemed appropriate by Interconnecting Transmission Owner for the Affected System Interconnection Customers' generating facilities. If the Parties agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted version of this Agreement, they may proceed pending FERC action.

-

-

**ARTICLE 11**  
**MISCELLANEOUS**

**11.1 Accuracy of Information.** Except as a Party (“Providing Party”) may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

**11.2 Disclaimer of Warranty.** In conducting the duties described herein, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in carrying out such responsibilities. Affected System Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

**11.3 Force Majeure, Liability and Indemnification.**

**11.3.1 Force Majeure.** Neither Interconnecting Transmission Owner nor an Affected System Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

**11.3.2 Liability.** Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Affected System Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Affected System Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Affected System Interconnection Customer has claims against Interconnecting Transmission Owner, the Affected System Interconnection Customer may only look to the assets of Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of Interconnecting Transmission Owner or Affiliate of either who, the Affected System Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of Interconnecting Transmission Owner or Affiliate of either. In no event shall Interconnecting Transmission Owner or any Affected System Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Affected System Interconnection Customer's obligations under the Indemnification section below.

**11.3.3 Indemnification.** Affected System Interconnection Customer shall at all times indemnify, defend, and save harmless the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Affected System Interconnection Customer, or the actions or omissions of the Affected System Interconnection Customer in connection with this Agreement, except in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by

Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Affected System Interconnection Customer to indemnify Interconnecting Transmission Owners shall be several, and not joint or joint and several.

**11.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.

**11.5 Severability.** In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

**11.6 Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

**11.7 Amendment.** No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.

**11.8 Independent Contractor.** Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

**11.9 No Implied Waivers.** The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

**11.10 Successors and Assigns.** This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof,



shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

**11.11 Due Authorization.** Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

-

[Signature Page to Follow]

---

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple originals, each of which shall constitute and be an original Agreement among the Parties.

-

-

Interconnecting Transmission Owner

**{Interconnecting Transmission Owner}**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

-

-

Affected System Interconnection Customer

**{Affected System Interconnection Customer}**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

-

-

Project No. \_\_\_\_\_

Affected System Interconnection Customer

**{Affected System Interconnection Customer}**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

-

-

Project No. \_\_\_\_\_

Attachment A to Appendix 10  
Multiparty Affected System Facilities Construction Agreement

AFFECTED SYSTEM NETWORK UPGRADE(S), COST ESTIMATES AND RESPONSIBILITY,  
CONSTRUCTION SCHEDULE, AND MONTHLY PAYMENT SCHEDULE

-  
This Appendix A is a part of the Multiparty Affected System Facilities Construction Agreement among Affected System Interconnection Customers and Interconnecting Transmission Owner.

-  
1.1 Affected System Network Upgrade(s) to be installed by Interconnecting Transmission Owner.

-  
{description}

1.2 First Equipment Order (including permitting).

{description}

-  
1.2.1. Permitting and Land Rights – Interconnecting Transmission Owner Affected System Network Upgrade(s)

{description}

-  
1.3 Construction Schedule. Where applicable, construction of the Affected System Network Upgrade(s) is scheduled as follows and will be periodically updated as necessary:

-  
Table 3: Interconnecting Transmission Owner Construction Activities

<u>MILESTONE</u> <u>NUMBER</u>	<u>DESCRIPTION</u>	<u>START</u> <u>DATE</u>	<u>END</u> <u>DATE</u>
-	-	-	-

-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

-  
-

Note: Construction schedule assumes that Interconnecting Transmission Owner has obtained final authorizations and security from Affected System Interconnection Customers and all necessary permits from Governmental Authorities as necessary prerequisites to commence construction of any of the Affected System Network Upgrade(s).

-

**1.4 Payment Schedule.**

-

**1.4.1 Timing of and Adjustments to Affected System Interconnection Customers’ Payments and Security.**

**{description}**

-

**1.4.2 Monthly Payment Schedule.** Affected System Interconnection Customers’ payment schedule is as follows.

**{description}**

**Table 4: Affected System Interconnection Customers’ Payment/Security Obligations for Affected System Network Upgrade(s).**

\_\_\_\_\_

<u>MILESTONE NUMBER</u>	<u>DESCRIPTION</u>	<u>DATE</u>
	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

-

-

\* Affected System Interconnection Customers’ proportionate responsibility for each payment is as follows:

Affected System Interconnection Customer 1 \_\_\_\_ . %

Affected System Interconnection Customer 2 \_\_\_\_ . %

Affected System Interconnection Customer N \_\_\_\_ . %

Note: Affected System Interconnection Customers’ payment or provision of security as provided in this Agreement operates as a condition precedent to Interconnecting Transmission Owner’s obligations to construct any Affected System Network Upgrade(s), and failure to meet this schedule will constitute a Breach pursuant to Article 5.1 of this Agreement.

-

**1.5 Permits, Licenses, and Authorizations.**

{description}

-

Attachment B to Appendix 10  
Multiparty Affected System Facilities Construction Agreement

NOTIFICATION OF COMPLETED CONSTRUCTION

-  
This Appendix B is a part of the Multiparty Affected System Facilities Construction Agreement among Affected System Interconnection Customers and Interconnecting Transmission Owner. Where applicable, when Interconnecting Transmission Owner has completed construction of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall send notice to Affected System Interconnection Customers in substantially the form following:

-  
{Date}

-  
{Affected System Interconnection Customers Addresses}

-  
Re: Completion of Affected System Network Upgrade(s)

-  
Dear {Name or Title}:

-  
This letter is sent pursuant to the Multiparty Affected System Facilities Construction Agreement among {Interconnecting Transmission Owner} and {Affected System Interconnection Customers}, dated \_\_\_\_\_, 20\_\_.

-  
On {Date}, Interconnecting Transmission Owner completed to its satisfaction all work on the Affected System Network Upgrade(s) required to facilitate the safe and reliable interconnection and operation of Affected System Interconnection Customer's generating facilities. Interconnecting Transmission Owner confirms that the Affected System Network Upgrade(s) are in place.

-  
Thank you.

-

{Signature}

{Interconnecting Transmission Owner Representative}

---

Attachment C to Appendix 10  
Multiparty Affected System Facilities Construction Agreement

EXHIBITS

This Appendix C is a part of the Multiparty Affected System Facilities Construction Agreement among Affected System Interconnection Customers and Interconnecting Transmission Owner.

-

Exhibit A1

Interconnecting Transmission Owner Site Map

-

Exhibit A2

Site Plan

-

Exhibit A3

Affected System Network Upgrade(s) Plan & Profile

-

Exhibit A4

Estimated Cost of Affected System Network Upgrade(s)

-

-

		<u>Facilities to Be Constructed by Interconnecting Transmission Owner</u>	<u>Estimate in Dollars</u>
-	<u>Location</u>		
-	-	-	-
-	-	<u>Total:</u>	-



**APPENDIX 611**  
**ELECTIVE TRANSMISSION UPGRADE**  
**INTERCONNECTION AGREEMENT**

**TABLE OF CONTENTS**

Article 1	Definitions
Article 2	Effective Date, Term and Termination
Article 3	Regulatory Filings
Article 4	Scope of Service
Article 5	Interconnection Facilities Engineering, Procurement, and Construction
Article 6	Testing and Inspection
Article 7	Metering
Article 8	Communications
Article 9	Operations
Article 10	Maintenance
Article 11	Performance Obligation
Article 12	Invoice
Article 13	Emergencies
Article 14	Regulatory Requirements and Governing Law
Article 15	Notices
Article 16	Force Majeure
Article 17	Default
Article 18	Indemnity, Consequential Damages and Insurance
Article 19	Assignment
Article 20	Severability
Article 21	Comparability
Article 22	Confidentiality
Article 23	Environmental Releases
Article 24	Information Requirements
Article 25	Information Access and Audit Rights

Article 26	Subcontractors
Article 27	Disputes
Article 28	Representations, Warranties and Covenants
Article 29	Omitted
Article 30	Miscellaneous

## **THIS ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION AGREEMENT**

(“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State/Commonwealth of \_\_\_\_\_ (“Interconnection Customer” with an Elective Transmission Upgrade Facility), ISO New England Inc., a non-stock corporation organized and existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State/Commonwealth of \_\_\_\_\_ (“Interconnecting Transmission Owner”). Under this Agreement the Interconnection Customer, System Operator, and Interconnecting Transmission Owner each may be referred to as a “Party” or collectively as the “Parties.”

### **RECITALS**

**WHEREAS**, System Operator is the central dispatching agency provided for under the Transmission Operating Agreement (“TOA”) which has responsibility for the operation of the New England Control Area from the System Operator control center and the administration of the Tariff; and

**WHEREAS**, Interconnecting Transmission Owner is the owner or possessor of an interest in the Administered Transmission System; and

**WHEREAS**, Interconnection Customer intends to own, lease and/or control and operate the Elective Transmission Upgrade identified in Appendix C to this Agreement; and

**WHEREAS**, System Operator, Interconnection Customer and Interconnecting Transmission Owner have agreed to enter into this Agreement for the purpose of interconnecting the Elective Transmission Upgrade to the Administered Transmission System.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this Elective Transmission Upgrade Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used.

## ARTICLE 1. DEFINITIONS

The definitions contained in this Article 1 and those definitions embedded in an Article of this Agreement are intended to apply in the context of the Elective Transmission Upgrade interconnection process provided for in Schedule 25 (and its appendices). To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for purposes of Elective Transmission Upgrade interconnections under Schedule 25. Capitalized terms in Schedule 25 that are not defined in this Article 1 shall have the meanings specified in Section I.2.2 of the Tariff.

**Administered Transmission System** shall mean the PTF and the Non-PTF.

**Adverse System Impact** shall mean any significant negative effects on the stability, reliability or operating characteristics of the electric system.

**Affected Party** shall mean the entity that owns, operates or controls an Affected System, or any other entity operating outside of the New England Control Area that otherwise may be a necessary party to the interconnection process.

**Affected System** shall mean any electric system that is outside the New England Control Area that may be affected by the proposed interconnection.

**Affected System Facilities Construction Agreement** shall mean the agreement contained in Appendix 944 to this ETU IP that is made between Interconnecting Transmission Owner and Affected System Interconnection Customer to facilitate the construction of and to set forth cost responsibility for necessary Affected System Network Upgrades on the New England Transmission System.

**Affected System Interconnection Customer** shall mean any entity that submits an interconnection request for a generating facility to a transmission system outside of the New England Control Area that may cause the need for Affected System Network Upgrades on the New England Transmission System.

**Affected System Network Upgrades** shall mean the additions, modifications, and upgrades to New England Transmission System required to accommodate Affected System Interconnection Customer's proposed interconnection to a transmission system other than New England Transmission System.

**Affected System Operator** shall mean the entity that operates an Affected System.

**Affected System Queue Position** shall mean the queue position of an Affected System Interconnection Customer in System Operator's interconnection queue relative to System Operator's Interconnection Customers' Queue Positions.

**Affected System Study** shall mean the evaluation of Affected System Interconnection Customers' proposed interconnection(s) to a transmission system outside the New England Control Area that have an impact on the New England's Transmission System, as described in Section 9 of this ETU IP.

**Affected System Study Agreement** shall mean the agreement contained in Appendix 79 to this ETU IP that is made between System Operator and Affected System Interconnection Customer to conduct an External Affected System Study pursuant to Section 9 of this ETU IP.

**Affected System Study Report** shall mean the report issued following completion of an Affected System Study pursuant to Section 9.6 of this ETU IP.

~~**Affected System** shall mean any electric system that is within the Control Area, including, but not limited to, generator-owned transmission facilities, or any other electric system that is not within the Control Area that may be affected by the proposed interconnection.~~

~~**Affected Party** shall mean the entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the interconnection process.~~

**Affiliate** shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

**Applicable Laws and Regulations** shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Applicable Reliability Council** shall mean the reliability council applicable to the New England Control Area.

**Applicable Reliability Standards** shall mean the requirements and guidelines of NERC, the NPCC and the New England Control Area, including publicly available local reliability requirements of Interconnecting Transmission Owners or other Affected Parties or Internal Affected Party.

**Base Case** shall have the meaning specified in Section 2.3.

**Base Case Data** shall mean the Base Case power flow, short circuit, and stability databases used for the Interconnection Studies by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements.

**Breach** shall mean the failure of a Party to perform or observe any material term or condition of the Elective Transmission Upgrade Interconnection Agreement.

**Breaching Party** shall mean a Party that is in Breach of the Elective Transmission Upgrade Interconnection Agreement.

**Calendar Day** shall mean any day including Saturday, Sunday or a Federal Holiday.

**Capacity Capability Interconnection Standard (“CC Interconnection Standard”)** shall mean the criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility

seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service, and in a manner that ensures intra-zonal deliverability by avoidance of the redispach of other Capacity Network Resource or Elective Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

**Capacity Network Import Capability (“CNI Capability”)** shall mean the MW quantity associated with CNI Interconnection Service, calculated as described in Section II.48 of the Tariff.

**Capacity Network Import Interconnection Service (“CNI Interconnection Service”)** shall mean, for an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, the Interconnection Service selected by the Interconnection Customer to interconnect its Elective Transmission Upgrade with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard. An Interconnection Customer’s Capacity Network Import Interconnection Service shall be for the megawatt of Capacity Network Import Capability. Capacity Network Import Interconnection Service does not in and of itself convey transmission service.

**Capacity Network Resource Group Study (“CNR Group Study”)** shall mean the study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.

**Cluster** shall mean a group of one or more Interconnection Requests that are studied together for the purpose of conducting a Cluster Study, Cluster Interconnection System Impact Study, and Cluster Interconnection Facilities Study.

**Cluster Enabling Transmission Upgrade (“CETU”)** shall mean new significant transmission line infrastructure that consists of AC transmission lines and related terminal equipment having a nominal voltage rating at or above 115 kV or HVDC transmission lines and HVDC terminal equipment that is identified through the Clustering Enabling Transmission Upgrade Regional Planning Study conducted in accordance with Attachment K, Section 2 of the Tariff~~to accommodate the Interconnection Requests for which the conditions identified in Section 4.2.1 have been triggered.~~ The CETU shall be considered part

of an ETU Interconnection Related Upgrade and be categorized as Interconnection Facilities or Network Upgrades.

**Cluster Enabling Transmission Upgrade Regional Planning Study (“CRPS”)** shall mean a study conducted by the System Operator under Attachment K, Section II of the Tariff to identify the Cluster Enabling Transmission Upgrade and associated system upgrades to enable the interconnection of Interconnection Requests for which the conditions identified in Section 4.2.1 have been triggered.

**Cluster Interconnection Facilities Study (“CFAC”)** shall mean an Interconnection Facilities Study performed using Clustering pursuant to Section 4.2.4.

**Cluster Interconnection System Impact Study (“CSIS”)** shall mean an Interconnection System Impact Study performed using Clustering pursuant to Section 4.2.3.

**CETU Participation Deposit** shall a Commercial Readiness Deposit as described in Section 4.2.

**Cluster Request Window** shall mean the time period set forth in Section 3.4.1 of this ETU IP.

**Cluster Restudy** shall mean a restudy of a Cluster Study conducted pursuant to Section 7.5 of this ETU IP.

**Cluster Restudy Report Meeting** shall mean the meeting held to discuss the results of a Cluster Restudy pursuant to Section 7.5 of this ETU IP.

**Cluster Restudy Report** shall mean the report issued following completion of a Cluster Restudy pursuant to Section 7.5 of this ETU IP.

**Cluster Study** shall mean the evaluation of one or more Interconnection Requests within a Cluster as described in Section 7 of this ETU IP.

**Cluster Study Agreement** shall mean the agreement contained in Appendix 2 to this ETU IP for conducting the Cluster Study.



**Cluster Study Process** shall mean the following processes, conducted in sequence: the Cluster Request Window; the Customer Engagement Window and Scoping Meetings therein; the Cluster Study; any needed Cluster Restudies; and the Interconnection Facilities Study.

**Cluster Study Report** shall mean the report issued following completion of a Cluster Study pursuant to Section 7 of this ETU IP.

**Cluster Study Report Meeting** shall mean the meeting held to discuss the results of a Cluster Study pursuant to Section 7 of this ETU IP.

**Clustering** shall mean the process whereby one or more Interconnection Requests are studied together instead of serially, as described in Sections 4.2.3, 4.2.4, and 7 of this ETU IP.

~~**Cluster Participation Deposit** shall mean the initial and additional deposit due under Sections 4.2.3.2.2 and 4.2.4.4.~~

~~**Cluster Entry Deadline** shall mean the deadline specified in Section 4.2.3.1.~~

~~**Clustering** shall mean the process whereby a group of Interconnection Requests is studied together for the purpose of conducting the Interconnection System Impact Study and Interconnection Facilities Study and for the purpose of determining cost responsibility for upgrades identified through the Clustering provisions.~~

**Commercial Operation** shall mean the status of an Elective Transmission Upgrade that has commenced transmitting electricity, excluding performance during Trial Operation.

**Commercial Operation Date** shall mean the date on which the Elective Transmission Upgrade commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the Elective Transmission Upgrade Interconnection Agreement.

**Commercial Readiness Deposit** shall mean a deposit paid as set forth in Sections 3.4.2, 4.4.2, 7.5, and 8.1 of this ETU IP.

**Confidential Information** shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise. Confidential Information shall include, but not be limited to, information that is confidential pursuant to the ISO New England Information Policy.

**Contingent Facilities** shall mean those unbuilt Interconnection Facilities and Network Upgrades associated with an Interconnection Request with a higher Queue Position or a transmission project that is planned or proposed for the New England Transmission System upon which the Interconnection Request's costs, timing, and study findings are dependent, and if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing.

**Customer Engagement Window** shall mean the time period set forth in Section 3.4.5 of this ETU IP.

**Default** shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Elective Transmission Upgrade Interconnection Agreement.

**Dispute Resolution** shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

**Distribution System** shall mean the Interconnecting Transmission Owner's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.

**Distribution Upgrades** shall mean the additions, modifications, and upgrades to the Interconnecting Transmission Owner's Distribution System at or beyond the Point of Interconnection to facilitate

interconnection of the Elective Transmission Upgrade. Distribution Upgrades do not include Interconnection Facilities.

**Effective Date** shall mean the date on which the Elective Transmission Upgrade Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission or if filed unexecuted, upon the date specified by the Commission.

**Elective Transmission Upgrade (“ETU”)** shall mean a new Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnecting to the Administered Transmission System, or an upgrade to an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is part of or interconnected to the Administered Transmission System for which the Interconnection Customer has agreed to pay all of the costs of said Elective Transmission Upgrade and of any additions or modifications to the Administered Transmission System that are required to accommodate the Elective Transmission Upgrade. An Elective Transmission Upgrade is not a Generator Interconnection Related Upgrade, a Regional Transmission Upgrade, or a Market Efficiency Transmission Upgrade.

**Elective Transmission Upgrade Interconnection Agreement (“ETU IA”)** shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to an Elective Transmission Upgrade, that is included in this Schedule 25 to Section II of the Tariff.

**Elective Transmission Upgrade Interconnection Procedures (“ETU IP”)** shall mean the interconnection procedures applicable to an Interconnection Request pertaining to an Elective Transmission Upgrade that are included in this Schedule 25 to Section II of the Tariff.

**Emergency Condition** shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, Interconnecting Transmission Owner’s Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is likely (as determined in a non-

discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Elective Transmission Upgrade or Interconnection Customer's Interconnection Facilities.

**Engineering & Procurement ("E&P") Agreement** shall mean an agreement that authorizes the Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party or Internal Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

**Environmental Law** shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

**ETU IA Deposit** shall mean the deposit Interconnection Customer submits when returning the executed ETU IA, or within ten (10) Business Days of requesting that the ETU IA be filed unexecuted at the Commission, in accordance with Section 11.3 of this ETUIP.

**External Elective Transmission Upgrade ("External ETU")** shall mean an Elective Transmission Upgrade that interconnects the New England Control Area with another Control Area.

**Federal Power Act** shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

**Force Majeure** shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

**Generating Facility** is defined in Section I of Schedule 22 and Attachment 1 to Schedule 23 of Section II to the Tariff.

**Governmental Authority** shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision,

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

**Hazardous Substances** shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

**In-Service Date** shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner’s Interconnection Facilities.

**Interconnecting Transmission Owner** shall mean Transmission Owner that owns, leases or otherwise possesses an interest in the portion of the Administered Transmission System at the Point of Interconnection and shall be a Party to the Elective Transmission Upgrade Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator, and may refer to one or more Transmission Owners in the case of an Internal Elective Transmission Upgrade.

**Interconnecting Transmission Owner’s Interconnection Facilities** shall mean all facilities and equipment owned, controlled, or operated by the Interconnecting Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Interconnecting Transmission Owner’s Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Interconnection Customer** shall mean any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Elective Transmission Upgrade with the

Administered Transmission System under the Elective Transmission Upgrade Interconnection Procedures.

**Interconnection Customer's Interconnection Facilities** shall mean all facilities and equipment, as identified in Appendix A of the Elective Transmission Upgrade Interconnection Agreement, that are separate and distinct from the Elective Transmission Upgrade and are located between the Elective Transmission Upgrade and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Elective Transmission Upgrade to the Administered Transmission System. Interconnection Customer's may be sole use facilities or subject to shared use pursuant to arrangements filed with and approved by the Commission ~~Interconnection Facilities are sole use~~ facilities.

**Interconnection Facilities** shall mean the Interconnecting Transmission Owner's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Elective Transmission Upgrade and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Elective Transmission Upgrade to the Administered Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Interconnection Facilities Study** shall mean a study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for the Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Cluster Study, Cluster Restudy or Cluster Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Elective Transmission Upgrade with the Administered Transmission System. The scope of the study is defined in Section 8 of the Elective Transmission Upgrade Interconnection Procedures.

**Interconnection Facilities Study Agreement** shall mean the form of agreement contained in Appendix 34 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Interconnection Facilities Study.

**Interconnection Facilities Study Report** shall mean the report issued following completion of an Interconnection Facilities Study pursuant to Section 8 of the ETU IP.

~~**Interconnection Feasibility Study** shall mean a preliminary evaluation of the system impact and cost of interconnecting the Elective Transmission Upgrade to the Administered Transmission System, the scope of which is described in Section 6 of the Elective Transmission Upgrade Interconnection Procedures. The Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.~~

~~**Interconnection Feasibility Study Agreement** shall mean the form of agreement contained in Appendix 2 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Interconnection Feasibility Study.~~

**Interconnection Request** shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Elective Transmission Upgrade Interconnection Procedures, in accordance with the Tariff, to: (i) interconnect a new Elective Transmission Upgrade to the Administered Transmission System; (ii) make a Material Modification to an Elective Transmission upgrade with an outstanding Interconnection Request; (iii) increase the capability of an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected to the Administered Transmission System; (iv) make a Material Modification to the design or operating characteristics of an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected with the Administered Transmission System ; or (v) change from NI Interconnection Service to CNI Interconnection Service for an Elective Transmission Upgrade that is eligible to request such services.

Interconnection Request shall not include a request to interconnect to a transmission facility that is not part of the Administered Transmission System.

**Interconnection Service** shall mean the right to interconnect the Interconnection Customer's Elective Transmission Upgrade to the Administered Transmission System at the Point of Interconnection pursuant to the terms of the Elective Transmission Upgrade Interconnection Agreement and, if applicable, the Tariff. For an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, Interconnection Service shall include Capacity Network Import Interconnection Service or Network Import Interconnection Service.

**Interconnection Study** shall mean any of the following studies: Cluster Interconnection System Impact Study, Cluster Interconnection Facilities Study, the Cluster Study, the Cluster Restudy, the Surplus Interconnection Service System Impact Study, the Interconnection Facilities Study the Affected System Study, Optional Interconnection Study, and Material Modification assessment, and the Optional Interconnection Study described in the ETU IP~~the Interconnection Feasibility Study, the Interconnection System Impact Study, the Interconnection Facilities Study and the Optional Interconnection Study described in the Elective Transmission Upgrade Interconnection Procedures. Interconnection Study shall not include a CNR Group Study.~~

**Interconnection Study Agreement** shall mean any of the following agreements: Affected System Study Agreement, Cluster Study Agreement, the Interconnection Facilities Study Agreement, and the Optional Interconnection Study Agreement attached to the ETU IP~~the Interconnection Feasibility Study Agreement, the Interconnection System Impact Study Agreement, the Interconnection Facilities Study Agreement, and the Optional Interconnection Study Agreement attached to Elective Transmission Upgrade Interconnection Procedures.~~

**Interconnection System Impact Study** shall mean an engineering study that evaluates the impact of the proposed interconnection of an Elective Transmission Upgrade on the safety and reliability of the Administered Transmission System and any other Affected System. The study shall identify and detail the system impacts that would result if the Elective Transmission Upgrade were interconnected without project modifications or system modifications, focusing on Adverse System Impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Elective



~~Transmission Upgrade Interconnection Procedures. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.~~

~~**Interconnection System Impact Study Agreement** shall mean the form of agreement contained in Appendix 3 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Interconnection System Impact Study.~~

**Internal Affected Party** shall mean the entity that owns, operates or controls an Internal Affected System, or any other entity operating within the New England Control Area that otherwise may be a necessary party to the interconnection process.

**Internal Affected System** shall mean any electric system that is within the New England Control Area, including, but not limited to, generator owned facilities that may be affected by the proposed interconnection.

**Internal Elective Transmission Upgrade (“Internal ETU”)** shall mean an Elective Transmission Upgrade that interconnects solely within the New England Control Area.

**IRS** shall mean the Internal Revenue Service.

~~**Long Lead Time Facility (“Long Lead Facility”)** shall mean a Generating Facility or an Elective Transmission Upgrade with an Interconnection Request for Capacity Network Resource Interconnection Service or Capacity Network Import Interconnection Service, respectively, that has, as applicable, elected or requested long lead time treatment and met the eligibility criteria and requirements specified in Schedule 22 or Schedule 25 of Section II of the Tariff, respectively,~~

**Loss** shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from another Party's performance, or non-performance of its obligations under the Elective Transmission Upgrade Interconnection Agreement on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnifying Party.

**Major Permits** shall be as defined in Section III.13.1.1.2.2(a) of the Tariff.

**Material Modification** shall mean: (i) except as expressly provided in Section 4.4.1, those modifications to the Interconnection Request, including any of the technical data provided by the Interconnection Customer in Appendix 1, Attachment A to the Interconnection Request or to the interconnection configuration, requested by the Interconnection Customer, that either require significant additional study of the same Interconnection Request and could substantially change the interconnection design, or have a material impact (*i.e.*, an evaluation of the proposed modification cannot be completed in less than ten (10) Business Days) on the cost or timing of any Interconnection Studies or upgrades associated with an Interconnection Request with an equal or later queue Queue Position~~a later queue priority date~~; (ii) a change to the design or operating characteristics of an existing Pool Transmission Facility, Merchant Transmission Facility, or Other Transmission Facility that is interconnected with the Administered Transmission System that may have a significant adverse effect on the reliability or operating characteristics of the New England Transmission System; (iii) a delay to the Commercial Operation Date, In-Service Date, or Trial Operation Date of greater than three (3) years where the reason for delay is unrelated to construction schedules or permitting which delay is beyond the Interconnection Customer's control;~~(iv) except as provided in Section 3.2.3.4, a withdrawal of a request for Long Lead Facility treatment; or (v) except as provided in Section 3.2.3.6, an election to participate in an earlier Forward Capacity Auction than originally anticipated.~~

**Metering Equipment** shall mean all metering equipment installed or to be installed pursuant to the Elective Transmission Upgrade Interconnection Agreement, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

**Multiparty Affected System Facilities Construction Agreement** shall mean the agreement contained in Appendix 12 to this ETU IP that is made among Interconnecting Transmission Owner and multiple Affected System Interconnection Customers to facilitate the construction of and to set forth cost responsibility for necessary Affected System Network Upgrades on the New England Transmission System.

**Multiparty Affected System Study Agreement** shall mean the agreement contained in Appendix 840 to this ETU IP that is made among Interconnecting Transmission Owner, System Operator and multiple Affected System Interconnection Customers to conduct an Affected System Study pursuant to Section 9 of this ETU IP.

**Network Capability Interconnection Standard (“NC Interconnection Standard”)** shall mean the minimum criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

**Network Import Capability (“NI Capability”)** shall mean the MW quantity associated with NI Interconnection Service, calculated as described in Section II.48 of the Tariff.

**Network Import Interconnection Service (“NI Interconnection Service”)** shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Elective Transmission Upgrade to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer’s Network Import Interconnection Service shall be solely for the megawatt amount of the Network Import Capability. Network Import Interconnection Service in and of itself does not convey transmission service.

**Network Upgrades** shall mean the additions, modifications, and upgrades to the New England Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection of the Elective Transmission Upgrade to the Administered Transmission System.

**Notice of Dispute** shall mean a written notice of a dispute or claim that arises out of or in connection with the Elective Transmission Upgrade Interconnection Agreement or its performance.

**Optional Interconnection Study** shall mean a sensitivity analysis based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

**Optional Interconnection Study Agreement** shall mean the form of agreement contained in Appendix 45 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Optional Interconnection Study.

**Party** shall mean the System Operator, Interconnection Customer and Interconnecting Transmission Owner or any combination of the above.

**Point of Change of Ownership** shall mean the point, as set forth in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, where the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities connect to the Interconnecting Transmission Owner's Interconnection Facilities.

**Point of Interconnection** shall mean the point(s), as set forth in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, where the Interconnection Facilities connect to the Administered Transmission System.

**Proportional Impact Method** shall mean a technical analysis conducted by the System Operator in accordance with the criteria and parameters specified in the ISO New England Planning Procedures to determine the degree to which each Generating Facility in the Cluster Study contributes to the need for a specific System Network Upgrade.

**Queue Position** shall mean the order of a valid request in the New England Control Area, relative to all other pending requests in the New England Control Area, that is established based upon the date and time of receipt of such request by the System Operator. Requests are comprised of interconnection requests for Generating Facilities, Elective Transmission Upgrades, and requests for transmission service, ~~and notification of requests for interconnection to other electric systems, as notified by the other electric systems, that impact the Administered Transmission System. References to a “higher queued” Interconnection Request shall mean one that has been received by System Operator (and placed in queue order) earlier than another Interconnection Request, which is referred to as “lower queued.”~~

**Reasonable Efforts** shall mean, with respect to an action required to be attempted or taken by a Party under the Elective Transmission Upgrade Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Scoping Meeting** shall mean the meeting between representatives of the System Operator, Interconnection Customer(s), Interconnecting Transmission Owner(s), or any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, conducted for the purpose of discussing the proposed Interconnection Requests and any alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options refining information and models provided by Interconnection Customer(s), discussing the Cluster Study materials posted to OASIS pursuant to Section 3.5 of this ETU IP, and analyzing such information, ~~to analyze such information, and to determine the potential feasible Points of Interconnection.~~

**Site Control** shall mean the exclusive right to develop, construct, operate, and maintain the Generating Facility over the term of expected operation of the Generating Facility. Site Control of sufficient size to construct and operate may be demonstrated by documentation establishing ~~documentation reasonably demonstrating:~~ (a) that the Interconnection Customer is the owner in fee simple of the real property or holds an easement for the Elective Transmission Upgrade’s terminal locations at the Point of Interconnection within the New England Control Area; (b) that the Interconnection Customer holds a valid written leasehold or other contractual interest in the real property for the Elective Transmission

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

**Stand Alone Network Upgrades** shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their construction and the following conditions are met: (1) a Substation Network Upgrade must only be required for a single Interconnection Customer in the Cluster and no other Interconnection Customer in that Cluster is required to interconnect to the same Substation Network Upgrades, and (2) a System Network Upgrade must only be required for a single Interconnection Customer in the Cluster, as indicated under the System Operator's Proportional Impact Method. The System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Elective Transmission Upgrade Interconnection Agreement.

**Study Case** shall have the meaning specified in Sections ~~6.2 and~~ 7.3 of this ETU IP.

**Substation Network Upgrade** shall mean Network Upgrades comprising breakers, bus positions and associated equipment that are required at the substation located at the Point of Interconnection.

**System Network Upgrades** shall mean Network Upgrades that are required beyond the substations located at the Point of Interconnection

**System Protection Facilities** shall mean the equipment, including necessary signal protection communications equipment, required to protect (1) the New England Transmission System from faults or

other electrical disturbances occurring at the Elective Transmission Upgrade and (2) the Elective Transmission Upgrade from faults or other electrical system disturbances occurring on the New England Transmission System or on other delivery systems or other generating systems to which the New England Transmission System is directly connected.

**Transitional Cluster Study** shall mean an Interconnection Study evaluating a Cluster of Interconnection Requests during the transition to the Cluster Study Process, as set forth in Section 5.1.1.2 of this ETU IP.

**Transitional Cluster Study Report** shall mean the report issued following completion of a Transitional Cluster Study pursuant to Section 5.1.1.2 of this ETU IP.

**Transitional Serial Interconnection Facilities Study** shall mean an Interconnection Facilities Study evaluating an Interconnection Request on a serial basis during the transition to the Cluster Study Process, as set forth in Section 5.1.1.1 of this ETU IP.

**Transitional Serial Interconnection Facilities Study Report** shall mean the report issued following completion of a Transitional Interconnection Facilities Study pursuant to Section 5.1.1.1 of this ETU IP.

**Trial Operation** shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Elective Transmission Upgrade prior to Commercial Operation.

**Trial Operation Date** shall mean the date upon which the Elective Transmission Upgrade begins Trial Operation.

**Withdrawal Penalty** shall mean the penalty assessed by System Operator to an Interconnection Customer that chooses to withdraw or is deemed withdrawn from System Operator's interconnection queue or whose Generating Facility does not otherwise reach Commercial Operation. The calculation of the Withdrawal Penalty is set forth in Section 3.7.1 of this ETU IP.

## **ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION**

**2.1 Effective Date.** This ETU IA shall become effective upon execution by the Parties subject to acceptance by the Commission (if applicable), or if filed unexecuted, upon the date specified by the Commission. System Operator and Interconnecting Transmission Owner, shall promptly and jointly file this ETU IA with the Commission upon execution in accordance with Section 11.3 of the ETU IP and Article 3.1, if required.

**2.2 Term of Agreement.** This ETU IA, subject to the provisions of Article 2.3, and by mutual agreement of the Parties, shall remain in effect for a period of \_\_\_\_\_ years from the Effective Date (*term to be specified in individual Agreement, but in no case should the term be less than ten (10) years from the Effective Date or such other longer period as the Interconnection Customer may request*) and shall be automatically renewed for each successive one-year period thereafter.

**2.3 Termination Procedures.**

**2.3.1 Written Notice.** This ETU IA may be terminated by the Interconnection Customer, subject to continuing obligations of this ETU IA and the Tariff, after giving the System Operator and Interconnecting Transmission Owner ninety (90) Calendar Days advance written notice, or by System Operator or Interconnecting Transmission Owner notifying the Commission after the Elective Transmission Upgrade retires pursuant to the Tariff, provided that if an Interconnection Customer exercises its right to terminate on ninety (90) Calendar Days, any reconnection would be treated as a new interconnection request; or this ETU IA may be terminated by Interconnecting Transmission Owner or System Operator by notifying the Commission after the Elective Transmission Upgrade permanently ceases Commercial Operation.

**2.3.2 Default.** Each Party may terminate this ETU IA in accordance with Article 17. Notwithstanding Articles 2.3.1 and 2.3.2, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing, if applicable, with the Commission of a notice of termination of this ETU IA, which notice has been accepted for filing by the Commission. Termination of the ETU IA shall not supersede or alter any requirements for deactivation or retirement of an Elective Transmission Upgrade under ISO New



England Operating Documents, Applicable Reliability Standards, or successor documents.

**2.4 Termination Costs.** If a Party elects to terminate this ETU IA pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party(ies), as of the date of such Party's(ies') receipt of such notice of termination, that are the responsibility of such Party(ies) under this ETU IA. In the event of termination by a Party, all Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this ETU IA, unless otherwise ordered or approved by the Commission:

2.4.1 With respect to any portion of the Interconnecting Transmission Owner's Interconnection Facilities, Network Upgrades, or Distribution Upgrades to the extent covered by this ETU IA, that have not yet been constructed or installed, the Interconnecting Transmission Owner shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and the Interconnecting Transmission Owner shall deliver such material and equipment, and, if necessary, and to the extent possible, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Interconnecting Transmission Owner for any or all such costs of materials or equipment not taken by Interconnection Customer, either (i) in the case of overpayment, Interconnecting Transmission Owner shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by the Interconnecting Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts, or (ii) in the case of underpayment, Interconnection Customer shall promptly pay such amounts still due plus any costs, including penalties incurred by Interconnecting Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this ETU IA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Network Upgrades for which the Interconnecting Transmission Owner has incurred expenses and has not been reimbursed by the Interconnection Customer.

2.4.2 Interconnecting Transmission Owner may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Interconnecting Transmission Owner shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this ETU IA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

**2.5 Disconnection.** Upon termination of this ETU IA, Interconnection Service shall terminate and, the Parties will take all appropriate steps to disconnect the Elective Transmission Upgrade from the Interconnecting Transmission Owner's Interconnection Facilities. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from a non-terminating Party's Default of this ETU IA or such non-terminating Party otherwise is responsible for these costs under this ETU IA.

**2.6 Survival.** This ETU IA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this ETU IA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this ETU IA was in effect; and to permit each Party to have access to the lands of the other Party(ies) pursuant to this ETU IA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

### ARTICLE 3. REGULATORY FILINGS

- 3.1 Filing.** The System Operator and Interconnecting Transmission Owner shall jointly file this ETU IA (and any amendment hereto) with the appropriate Governmental Authority, if required, in accordance with Section 11.3 of the ETU IP. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If the Interconnection Customer has executed this ETU IA, or any amendment thereto, the Interconnection Customer shall reasonably cooperate with the System Operator and Interconnecting Transmission Owner with respect to such filing and to provide any information reasonably requested by the System Operator and/or the Interconnecting Transmission Owner needed to comply with applicable regulatory requirements.

### ARTICLE 4. SCOPE OF SERVICE

- 4.1 Interconnection Product Options.** Interconnection Customer with an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility (import direction) has selected the following (checked) type(s) of Interconnection Service:

Check: ☐ NI Interconnection Service (NI Capability Only)

☐ CNI Interconnection Service (CNI Capability and NI Capability)

- 4.1.1 Capacity Network Import Interconnection Service (CNI Interconnection Service).**

**4.1.1.1 The Product.** The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and the Interconnecting Transmission Owner and Internal Affected Parties must construct the Network Upgrades needed to interconnect the External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility under the CC Interconnection Standard. CNI Interconnection Service allows the Interconnection Customer's External ETU that is a controllable Merchant Transmission Facility or Other Transmission

Facility to enable the participation of an Import Capacity Resource in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the net CNI Capability, or as otherwise provided in Market Rule 1, Section III of the Tariff.

#### **4.1.2 Network Import Interconnection Service (NI Interconnection Service).**

**4.1.2.1 The Product.** The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and Interconnecting Transmission Owner and Internal Affected Parties must construct the Network Upgrades needed to interconnect the External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility under the NC Interconnection Standard. NI Interconnection Service allows the Interconnection Customer's External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility to participate in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the NI Capability or as otherwise provided in Market Rule 1, Section III of the Tariff. Notwithstanding the above, the portion of an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility that has been interconnected under the NC Interconnection Standard cannot be used to support an Import Capacity Resource's(s') participation in the Forward Capacity Market under Section III.13 of the Tariff, except pursuant to a new Interconnection Request for CNI Interconnection Service.

**4.2 Provision of Service.** System Operator and Interconnecting Transmission Owner shall provide Interconnection Service for the Elective Transmission Upgrade at the Point of Interconnection.

**4.3 Performance Standards.** Each Party shall perform all of its obligations under this ETU IA in accordance with Applicable Laws and Regulations, the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such requirements and standards, such Party shall not be deemed to be in Breach of this ETU IA for its compliance

therewith. If such Party is the Interconnecting Transmission Owner, then that Party shall amend the ETU IA and System Operator, in conjunction with the Interconnecting Transmission Owner, shall submit the amendment to the Commission for approval.

**4.4 No Transmission Delivery Service.** The execution of this ETU IA does not constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service, or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

**4.5 Transmission Delivery Service Implications.** Interconnection Service allows the Interconnection Customer's Elective Transmission Upgrade to be interconnected to the Administered Transmission System. Although Interconnection Service does not convey a reservation of transmission service, any Network Customer can utilize its network service under the Tariff to obtain delivery of capability from the Interconnection Customer's Elective Transmission Upgrade. An Elective Transmission Upgrade may also be used to provide Ancillary Services, in accordance with the Tariff, after technical studies and/or periodic analyses are performed with respect to the Elective Transmission Upgrade's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Elective Transmission Upgrade. However, an Interconnection Customer's Elective Transmission Upgrade cannot be required to provide Ancillary Services except to the extent such requirements extend to all Elective Transmission Upgrades that are similarly situated.

Interconnection Service does not necessarily provide the Interconnection Customer with the capability to physically deliver electricity to any particular load on the New England Transmission System without incurring congestion costs. In the event of transmission constraints on the New England Transmission System, the Interconnection Customer's Elective Transmission Upgrade shall be subject to the applicable congestion management procedures for the New England Transmission System.

Once an Interconnection Customer satisfies the requirements for obtaining Interconnection Service, as long as the Elective Transmission Upgrade has not been deemed to be retired, any future transmission service request for delivery of electricity from the Elective Transmission Upgrade to the New England Transmission System of any amount of capacity capability and/or energy capability will not require that any additional studies be performed or that any further upgrades associated with such Elective Transmission Upgrade be undertaken, and regardless of changes in ownership of the Elective Transmission Upgrade. To the extent the Interconnection Customer enters into an arrangement for long-term transmission service for deliveries from the Elective Transmission Upgrade outside the New England Transmission System, or if the Elective Transmission Upgrade has been deemed to be retired, such request may require additional studies and upgrades in order for Interconnecting Transmission Owner to grant such request.

**4.6 Interconnection Customer Provided Services.** The services provided by Interconnection Customer under this ETU IA are set forth in Article 9.6 and Article 13.4. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

---

**ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING,  
PROCUREMENT, AND CONSTRUCTION**

**5.1 Options.** Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall specify the In-Service Date, Trial Operation Date, and Commercial Operation Date as specified in the Interconnection Request or as subsequently revised pursuant to Section 4.4 of the ETU IP; and select either Standard Option or Alternate Option set forth below for completion of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as set forth in Appendix A, and such dates and selected option shall be set forth in Appendix B (Milestones). In accordance with Section 8 of the ETU IP and unless otherwise mutually agreed, the Alternate Option is not an available option if the Interconnection Customer waived the Interconnection Facilities Study.

**5.1.1 Standard Option.** The Interconnecting Transmission Owner shall design, procure, and construct the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades by the dates set forth in Appendix B (Milestones). The Interconnecting Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event the Interconnecting Transmission Owner reasonably expects that it will not be able to complete the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades by the specified dates, the Interconnecting Transmission Owner shall promptly provide written notice to the Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

**5.1.2 Alternate Option.** If the dates designated by Interconnection Customer are acceptable to Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall so notify Interconnection Customer within thirty (30) Calendar Days, and shall assume

responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities by the designated dates.

If Interconnecting Transmission Owner subsequently fails to complete Interconnecting Transmission Owner's Interconnection Facilities by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades by the Trial Operation Date to the extent necessary to allow for Trial Operation at full power output, unless other arrangements are made by the Parties for such Trial Operation; or fails to complete the Network Upgrades by the Commercial Operation Date, as such dates are reflected in Appendix B (Milestones); Interconnecting Transmission Owner shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each day that the applicable System Operator refuses to grant clearances to install equipment.

**5.1.3 Option to Build.** If the dates designated by Interconnection Customer are not acceptable to Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall so notify the Interconnection Customer within thirty (30) Calendar Days, and unless the Parties agree otherwise, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2 if the requirements of this Article 5.1.3 are met. When multiple Interconnection Customers exercise this option, multiple Interconnection Customers may agree to exercise this option provided (1) all Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network upgrades constructed under this option are only required for Interconnection Customers in a single Cluster and (2) all impacted Interconnection Customers execute and provide to Interconnecting Transmission Owner an agreement regarding responsibilities and payment for the construction of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades planned to be built under this option. The System Operator, Interconnecting Transmission Owner, Interconnection Customer, the individual Interconnection Customer or each of the multiple Interconnection Customers, and any Affected Party as deemed appropriate by System Operator in accordance with



applicable codes of conduct and confidentiality requirements must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A to the ETU IA. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

**5.1.4 Negotiated Option.** If the Interconnection Customer elects not to exercise its option under Article 5.1.3 (Option to Build), Interconnection Customer shall so notify Interconnecting Transmission Owner within thirty (30) Calendar Days, and the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and construction of a portion of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades by Interconnection Customer) pursuant to which Interconnecting Transmission Owner is responsible for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades. If the Parties are unable to reach agreement on such terms and conditions, Interconnecting Transmission Owner shall assume responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades pursuant to 5.1.1 (Standard Option).

**5.2 General Conditions Applicable to Option to Build.** If Interconnection Customer assumes responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades,

(1) ~~the~~ Interconnection Customer shall engineer, procure equipment, and construct the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the Interconnecting Transmission Owner;

(2) Interconnection Customer's engineering, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network

Upgrades shall comply with all requirements of law to which Interconnecting Transmission Owner would be subject in the engineering, procurement or construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(3) Interconnecting Transmission Owner shall review and approve the engineering design, equipment acceptance tests, and the construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(4) ~~P~~Prior to commencement of construction, Interconnection Customer shall provide to Interconnecting Transmission Owner a schedule for construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Interconnecting Transmission Owner;

(5) ~~A~~At any time during construction, Interconnecting Transmission Owner shall have the right to gain unrestricted access to the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) ~~A~~At any time during construction, should any phase of the engineering, equipment procurement, or construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Interconnecting Transmission Owner, the Interconnection Customer shall be obligated to remedy deficiencies in that portion of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(7) ~~the~~Interconnection Customer shall indemnify the Interconnecting Transmission Owner for claims arising from the Interconnection Customer's construction of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 (Indemnity);

(8) ~~the~~Interconnection Customer shall transfer control of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the Interconnecting Transmission Owner;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Interconnecting Transmission Owner;

(10) Interconnecting Transmission Owner shall approve and accept for operation and maintenance the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) Interconnection Customer shall deliver to Interconnecting Transmission Owner "as built" drawings, information, and any other documents that are reasonably required by Interconnecting Transmission Owner to assure that the Interconnection Facilities and Stand Alone Network Upgrades are built to the standards and specifications required by Interconnecting Transmission Owner.

**5.3 Liquidated Damages.** The actual damages to the Interconnection Customer, in the event the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades are not completed by the dates designated by the Interconnection Customer and accepted by the Interconnecting Transmission Owner pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by the Interconnecting Transmission Owner to the Interconnection Customer in the event that Interconnecting Transmission Owner does not complete any portion of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to ½ of 1 percent per day of the actual cost of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, in the aggregate, for which Interconnecting Transmission Owner has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades for

which the Interconnecting Transmission Owner has assumed responsibility to design, procure, and construct. The foregoing payments will be made by the Interconnecting Transmission Owner to the Interconnection Customer as just compensation for the damages caused to the Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this ETU IA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Interconnecting Transmission Owner's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades to transmit power from the Elective Transmission Upgrade on the specified dates, unless the Interconnection Customer would have been able to commence use of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades to transmit power from the Elective Transmission Upgrade, but for Interconnecting Transmission Owner's delay; (2) the Interconnecting Transmission Owner's failure to meet the specified dates is the result of the action or inaction of the Interconnection Customer or any other Interconnection Customer who has entered into an ETU IA with the Interconnecting Transmission Owner or any cause beyond Interconnecting Transmission Owner's reasonable control or reasonable ability to cure, including, but not limited to, actions by the System Operator that cause delays and/or delays in licensing, permitting or consents where the Interconnecting Transmission Owner has pursued such licenses, permits or consents in good faith; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

- 5.4 Power System Stabilizers.** If a Power System Stabilizer or other frequency damping control equipment is required to be installed on the Elective Transmission Upgrade for the purpose of maintaining system stability, the Interconnection Customer shall procure, install, maintain and operate such equipment in accordance with the guidelines and procedures established by the System Operator and Interconnecting Transmission Owner, and consistent with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The System Operator and Interconnecting Transmission Owner reserve the right to reasonably

establish minimum acceptable settings for any installed Power System Stabilizers or other frequency damping control equipment, subject to the design and operating limitations of the Elective Transmission Upgrade. If the Elective Transmission Upgrade's Power System Stabilizers or other frequency damping control equipment are removed from service or not capable of automatic operation, the Interconnection Customer shall immediately notify the System Operator and Interconnecting Transmission Owner, or their designated representative.

**5.5 Equipment Procurement.** If responsibility for construction of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades is to be borne by the Interconnecting Transmission Owner, then the Interconnecting Transmission Owner shall commence design of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

**5.5.1** The Interconnecting Transmission Owner has completed the Interconnection Facilities Study pursuant to the Interconnection Facilities Study Agreement;

**5.5.2** The Interconnecting Transmission Owner has received written authorization to proceed with design and procurement from the Interconnection Customer by the date specified in Appendix B (Milestones); and

**5.5.3** The Interconnection Customer has provided security to the Interconnecting Transmission Owner in accordance with Article 11.5 by the dates specified in Appendix B (Milestones).

**5.6 Construction Commencement.** The Interconnecting Transmission Owner shall commence construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

**5.6.1** Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

**5.6.2** Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades;

**5.6.3** The Interconnecting Transmission Owner has received written authorization to proceed with construction from the Interconnection Customer by the date specified in Appendix B (Milestones); and

**5.6.4** The Interconnection Customer has provided security to Interconnecting Transmission Owner in accordance with Article 11.5 by the dates specified in Appendix B (Milestones).

**5.7 Work Progress.** The Interconnection Customer and the Interconnecting Transmission Owner shall keep each Party informed, by written quarterly progress reports, as to the progress of their respective design, procurement and construction efforts in order to meet the dates specified in Appendix B (Milestones). Any Party may also, at any other time, request a written progress report from the other Parties. If, at any time, the Interconnection Customer determines that the completion of the Interconnecting Transmission Owner's Interconnection Facilities will not be required until after the specified In-Service Date, the Interconnection Customer, upon the System Operator's approval that the change in the In-Service Date will not constitute a Material Modification pursuant to Section 4.4 of the ETU IP, will provide written notice to the Interconnecting Transmission Owner of such later date upon which the completion of the Interconnecting Transmission Owner's Interconnection Facilities will be required.

**5.8 Information Exchange.** As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with the New England Transmission System, and shall work diligently and in good faith to make any necessary design changes.

**5.9 Limited Operation.** If any of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the

Commercial Operation Date of the Elective Transmission Upgrade, System Operator and the Interconnecting Transmission Owner shall, upon the request and at the expense of Interconnection Customer, perform operating studies to determine the extent to which the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities may operate prior to the completion of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this ETU IA. System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the operating studies and permit Interconnection Customer to operate the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

**5.10 Elective Transmission Upgrade ("ETU") and Interconnection Customer's Interconnection Facilities ("ICIF").** Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades).

**5.10.1 Elective Transmission Upgrade Specifications.** Interconnection Customer shall submit initial specifications for the ETU and ICIF, including System Protection Facilities, to Interconnecting Transmission Owner at least one hundred eighty (180) Calendar Days prior to the Trial Operation Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Trial Operation Date. Interconnecting Transmission Owner shall review such specifications to ensure that the ETU and ICIF are compatible with the technical specifications, operational control, and safety requirements of the Interconnecting Transmission Owner and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

**5.10.2 Interconnecting Transmission Owner's Review.** Interconnecting Transmission Owner's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the ETU or the ICIF. Interconnection Customer shall make

such changes to the ETU or the ICIF as may reasonably be required by Interconnecting Transmission Owner, in accordance with Good Utility Practice, to ensure that the ETU and ICIF are compatible with the technical specifications, operational control, and safety requirements of the Interconnecting Transmission Owner.

**5.10.3 ETU and ICIF Construction.** The ETU and ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, the Interconnection Customer shall deliver to the Interconnecting Transmission Owner “as-built” drawings, information and documents for the ETU and ICIF, such as: a one-line diagram, a site plan showing the ETU and the ICIF, plan and elevation drawings showing the layout of the ETU and ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the ETU and the ICIF, and the impedances (determined by factory tests) for any associated transformers. The Interconnection Customer shall provide Interconnecting Transmission Owner specifications for any and all controls, automatic voltage regulating equipment or controls, ETU control and protection settings, transformer tap settings, and communications, if applicable.

**5.11 Interconnecting Transmission Owner’s Interconnection Facilities Construction.** The Interconnecting Transmission Owner’s Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, the Interconnecting Transmission Owner shall deliver to the Interconnection Customer “as-built” drawings, information and documents for the Interconnecting Transmission Owner’s Interconnection Facilities. The appropriate drawings and relay diagrams shall be included in Appendix A of this ETU IA. The System Operator will obtain operational control of the Interconnecting Transmission Owner’s Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities pursuant to the TOA.



**5.12 Access Rights.** Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party (“Granting Party”) shall furnish at the incremental cost to another Party (“Access Party”) any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents if allowed under the applicable agency agreement, that are necessary to enable the Access Party solely to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Elective Transmission Upgrade with the Administered Transmission System; (ii) operate and maintain the Elective Transmission Upgrade, the Interconnection Facilities and the New England Transmission System; and (iii) disconnect or remove the Access Party’s facilities and equipment upon termination of this ETU IA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party’s business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

**5.13 Lands of Other Property Owners.** If any part of the Interconnecting Transmission Owner’s Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall at Interconnection Customer’s expense use Reasonable Efforts, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove the Interconnecting Transmission Owner’s Interconnection Facilities and/or Network Upgrades upon such property. Notwithstanding the foregoing, the Interconnecting Transmission Owner shall not be obligated to exercise eminent domain authority in a manner inconsistent with Applicable Laws and Regulations or when an Interconnection Customer is authorized under Applicable Laws and Regulations to exercise eminent domain on its own behalf.

**5.14 Permits.** System Operator, Interconnecting Transmission Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses, and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Interconnecting Transmission Owner shall provide

permitting assistance to the Interconnection Customer comparable to that provided to the Interconnecting Transmission Owner's own, or an Affiliate's generation or transmission facilities, if any.

**5.15 Early Construction of Base Case Facilities.** Interconnection Customer may request Interconnecting Transmission Owner to construct, and Interconnecting Transmission Owner shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Administered Transmission System, which are included in the Base Case of the Facilities Study for the Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date. The Interconnection Customer shall reimburse the Interconnecting Transmission Owner for all costs incurred related to early construction to the extent such costs are not recovered from other Interconnection Customers included in the base case.

**5.16 Suspension.** Interconnection Customer reserves the right, upon written notice to Interconnecting Transmission Owner and System Operator, to suspend ~~at any time~~ all work by Interconnecting Transmission Owner associated with the construction and installation of Interconnecting Transmission Owner's Interconnection Facilities and/or Network Upgrades required under this ETU IA at any time with the condition that the New England Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and the System Operator's and Interconnecting Transmission Owner's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Interconnecting Transmission Owner (i) has incurred pursuant to this ETU IA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the New England Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Interconnecting Transmission Owner cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Interconnecting Transmission Owner shall obtain Interconnection Customer's authorization to do so.

Interconnecting Transmission Owner shall invoice Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the event Interconnection Customer suspends work by Interconnecting Transmission Owner required under this ETU IA pursuant to this Article 5.16, and has not requested Interconnecting Transmission Owner to recommence the work required under this ETU IA on or before the expiration of three (3) years following commencement of such suspension, this ETU IA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Interconnecting Transmission Owner and System Operator, if no effective date is specified. A suspension under this Article 5.16 does not automatically permit an extension of the In-Service Date, the Trial Operation Date or the Commercial Operation Date. A request for extension of such dates is subject to Section 4.4.5 of the ETU IP. Notwithstanding the extensions permitted under Section 4.4.5 of the ETU IP, the three-year period shall in no way result in an extension of the In-Service Date, the Trial Operation Date or the Commercial Operation Date that exceeds seven (7) years from the date of the Interconnection Request; otherwise, this ETU IA shall be deemed terminated.

## **5.17 Taxes.**

**5.17.1 Payments Not Taxable.** The Parties intend that all payments or property transfers made by any Party for the installation of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

**5.17.2 Representations and Covenants.** In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity transmitted on the Elective Transmission Upgrade will pass to another party prior to the transmission of the electricity on the New England Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to the Interconnecting Transmission Owner for the Interconnecting

Transmission Owner's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of the Interconnecting Transmission Owner's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Elective Transmission Upgrade. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Interconnecting Transmission Owner's request, Interconnection Customer shall provide Interconnecting Transmission Owner with a report from an independent engineer confirming its representation in clause (iii), above. Interconnecting Transmission Owner represents and covenants that the cost of the Interconnecting Transmission Owner's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

**5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon Interconnecting Transmission Owner.** Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Interconnecting Transmission Owner from the cost consequences of any current tax liability imposed against Interconnecting Transmission Owner as the result of payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner under this ETU IA, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Interconnecting Transmission Owner.

The Interconnecting Transmission Owner shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this ETU IA unless (i) Interconnecting Transmission Owner has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner should be reported as

income subject to taxation or (ii) any Governmental Authority directs Interconnecting Transmission Owner to report payments or property as income subject to taxation; provided, however, that Interconnecting Transmission Owner may require Interconnection Customer to provide security, in a form reasonably acceptable to Interconnecting Transmission Owner (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Interconnecting Transmission Owner for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Interconnecting Transmission Owner of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period, and the applicable statute of limitation, as it may be extended by the Interconnecting Transmission Owner upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

**5.17.4 Tax Gross-Up Amount.** Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Interconnecting Transmission Owner, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1) the current taxes imposed on Interconnecting Transmission Owner ("Current Taxes") on the excess of (a) the gross income realized by Interconnecting Transmission Owner as a result of payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner under this ETU IA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit the Interconnecting Transmission Owner to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1). For this purpose, (i) Current Taxes shall be computed based on

Interconnecting Transmission Owner composite federal and state tax rates at the time the payments or property transfers are received and Interconnecting Transmission Owner will be treated as being subject to tax at the highest marginal rates in effect at that time (the “Current Tax Rate”), and (ii) the Present Value Depreciation Amount shall be computed by discounting Interconnecting Transmission Owner’s anticipated tax depreciation deductions as a result of such payments or property transfers by Interconnecting Transmission Owner current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer’s liability to Transmission Owner pursuant to this Article 5.17.4 can be expressed as follows:  $(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate})$ . Interconnection Customer’s estimated tax liability in the event taxes are imposed shall be stated in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades).

**5.17.5 Private Letter Ruling or Change or Clarification of Law.** At Interconnection Customer’s request and expense, Interconnecting Transmission Owner shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Interconnecting Transmission Owner under this ETU IA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer’s knowledge. Interconnecting Transmission Owner and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Interconnecting Transmission Owner shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Interconnecting Transmission Owner shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

**5.17.6 Subsequent Taxable Events.** If, within ten (10) years from the date on which the relevant Interconnecting Transmission Owner's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenant contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this ETU IA terminates and Interconnecting Transmission Owner retains ownership of the Interconnection Facilities and Network Upgrades, the Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Interconnecting Transmission Owner, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

**5.17.7 Contests.** In the event any Governmental Authority determines that Interconnecting Transmission Owner's receipt of payments or property constitutes income that is subject to taxation, Interconnecting Transmission Owner shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Interconnecting Transmission Owner may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Interconnecting Transmission Owner may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Interconnecting Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Interconnecting Transmission Owner shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the

contest, Interconnecting Transmission Owner may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Interconnecting Transmission Owner, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Interconnecting Transmission Owner for the tax at issue in the contest.

**5.17.8 Refund.** In the event that (a) a private letter ruling is issued to Interconnecting Transmission Owner which holds that any amount paid or the value of any property transferred by Interconnection Customer to Interconnecting Transmission Owner under the terms of this ETU IA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Interconnecting Transmission Owner in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Interconnecting Transmission Owner under the terms of this ETU IA is not taxable to Interconnecting Transmission Owner, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Interconnecting Transmission Owner are not subject to federal income tax, or (d) if Interconnecting Transmission Owner receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Interconnecting Transmission Owner pursuant to this ETU IA, Interconnecting Transmission Owner shall promptly refund to Interconnection Customer the following:



- (i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,
- (ii) interest on any amounts paid by Interconnection Customer to Interconnecting Transmission Owner for such taxes which Interconnecting Transmission Owner did not submit to the taxing authority, interest calculated in accordance with the methodology set forth in the Commission's regulations at 18 CFR §35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Interconnecting Transmission Owner refunds such payment to Interconnection Customer, and
- (iii) with respect to any such taxes paid by Interconnecting Transmission Owner, any refund or credit Interconnecting Transmission Owner receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to the Interconnecting Transmission Owner for such overpayment of taxes (including any reduction in interest otherwise payable by Interconnecting Transmission Owner to any Governmental Authority resulting from an offset or credit); provided, however, that Interconnecting Transmission Owner will remit such amount promptly to Interconnection Customer only after and to the extent that Interconnecting Transmission Owner has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to the Interconnecting Transmission Owner's Interconnection Facilities.

The intent of this provision is to leave Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

**5.17.9 Taxes Other Than Income Taxes.** Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Interconnecting Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Interconnecting Transmission Owner for which Interconnection Customer may be required to reimburse Interconnecting Transmission Owner under the terms of this ETU IA. Interconnection Customer shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, Interconnecting Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Interconnecting Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Interconnecting Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Interconnecting Transmission Owner.

**5.18 Tax Status.** Each Party shall cooperate with the others to maintain the other Party's(ies') tax status. Nothing in this ETU IA is intended to adversely affect any Interconnecting Transmission Owner's tax-exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

**5.19 Modification.**

**5.19.1 General.** Either Interconnection Customer or Interconnecting Transmission Owner may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, the facilities of any Affected Parties or Internal Affected Parties, or the New England Transmission System, that Party shall provide to the other Parties and any Affected Party or Internal Affected Parties: (i) sufficient information regarding such modification so that the other Party(ies)

may evaluate the potential impact of such modification prior to commencement of the work; and (ii) such information as may be required by the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Elective Transmission Upgrade. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party(ies) at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed. Notwithstanding the foregoing, no Party shall be obligated to proceed with a modification that would constitute a Material Modification and therefore require an Interconnection Request under the ETU IP, except as provided under and pursuant to the ETU IP.

In the case of Elective Transmission Upgrade or Interconnection Customer's Interconnection Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Interconnecting Transmission Owner shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the New England Transmission System, Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

**5.19.2 Standards.** Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this ETU IA and Good Utility Practice.

**5.19.3 Modification Costs.** Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Interconnecting Transmission Owner makes to the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System to facilitate the interconnection of a third party to the Interconnecting Transmission Owner's Interconnection Facilities or the New England

Transmission System, or to provide transmission service to a third party under the Tariff, except as provided for under the Tariff or any other applicable tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to the Elective Transmission Upgrade or Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

## **ARTICLE 6. TESTING AND INSPECTION**

- 6.1 Pre-Commercial Operation Date Testing and Modifications.** Prior to the Commercial Operation Date, the Interconnecting Transmission Owner shall test Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades and Interconnection Customer shall test the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall transmit test energy to or from the Elective Transmission Upgrade only if it has arranged for the transfer of such test energy.
- 6.2 Post-Commercial Operation Date Testing and Modifications.** Each Interconnection Customer and Interconnecting Transmission Owner shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, as may be necessary to ensure the continued interconnection of the Elective Transmission Upgrade to the Administered Transmission System in a safe and reliable manner. The Interconnection Customer and Interconnecting Transmission Owner each shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's(ies') facilities, at the requesting Party's expense, as may be in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The System Operator shall also have the right to require reasonable additional testing of the other Party's (ies') facilities in accordance with the

ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

- 6.3 Right to Observe Testing.** Each Party shall notify the System Operator and other Party(ies) in advance of its performance of tests of its Elective Transmission Upgrade and Interconnection Facilities. The other Party(ies) has the right, at its own expense, to observe such testing.
- 6.4 Right to Inspect.** Each Party shall have the right, but shall have no obligation to: (i) observe the other Party's(ies') tests and/or inspection of any of its System Protection Facilities and other protective equipment; (ii) review the settings of the other Party's(ies') System Protection Facilities and other protective equipment; and (iii) review the other Party's(ies') maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. Each Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Parties. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be governed by Article 22.

## **ARTICLE 7. METERING**

- 7.1 General.** Interconnection Customer and Interconnecting Transmission Owner shall comply with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, regarding metering. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment. Unless the System Operator otherwise agrees, the Interconnection Customer shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the capacity and energy being transmitted under this Tariff and to communicate the information to the System Operator. Unless otherwise agreed, such equipment shall remain the property of the Interconnecting Transmission Owner.

- 7.2 Check Meters.** Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check Interconnecting Transmission Owner's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this ETU IA, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by Interconnecting Transmission Owner or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.
- 7.3 Standards.** Interconnection Customer and Interconnecting Transmission Owner shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards and the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 7.4 Testing of Metering Equipment.** Interconnection Customer and Interconnecting Transmission Owner shall inspect and test all of their respectively owned Metering Equipment upon installation and thereafter as specified in the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Interconnection Customer and Interconnecting Transmission Owner shall give reasonable notice of the time when any inspection or test shall take place, and may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than the values specified within ISO New England Operating Documents, or successor documents, from the measurement made by the standard meter used in the test, the Interconnection Customer and the Interconnecting Transmission Owner shall adjust the measurements of their respective equipment, in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 7.5 Metering Data.** At Interconnection Customer's expense, metered data shall be telemetered to one or more locations designated by System Operator and Interconnecting Transmission Owner. The hourly integrated metering, established in accordance with ISO New England Operating

Documents, Applicable Reliability Standards, or successor documents, used to transmit Megawatt hour (“MWh”) per hour data by electronic means and the Watt-hour meters equipped with kilowatt-hour (“kwh”) or MWh registers to be read at month’s end shall be the official measurement of the amount of energy transmitted from the Elective Transmission Upgrade to the Point of Interconnection. Instantaneous metering is required in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

## **ARTICLE 8. COMMUNICATIONS**

- 8.1 Interconnection Customer Obligations.** Interconnection Customer shall maintain satisfactory operating communications with the System Operator and Interconnecting Transmission Owner in accordance with applicable provisions of ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 8.2 Remote Terminal Unit.** Prior to the Trial Operation Date of the Elective Transmission Upgrade, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Interconnection Customer or Interconnecting Transmission Owner at Interconnection Customer’s expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by System Operator and Interconnecting Transmission Owner through use of a dedicated point-to-point data circuit(s). The communication protocol for the data circuit(s) shall be specified by System Operator and Interconnecting Transmission Owner. All information required by the ISO New England Operating Documents, or successor documents, must be telemetered directly to the location(s) specified by System Operator and Interconnecting Transmission Owner.
- Each Party will promptly advise the other Party(ies) if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party(ies). The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.
- 8.3 No Annexation.** Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

**8.4 Reserved.**

**ARTICLE 9. OPERATIONS**

**9.1 General.** Each Party shall comply with applicable provisions of ISO New England Operating Documents, Reliability Standards, or successor documents, regarding operations. Each Party shall provide to the other Party(ies) all information that may reasonably be required by the other Party(ies) to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

**9.2 Control Area Notification.** Before Trial Operation Date, the Interconnection Customer shall notify the System Operator and Interconnecting Transmission Owner in writing in accordance with ISO New England Operating Documents, Reliability Standards, or successor documents. If the Interconnection Customer elects to have the Elective Transmission Upgrade dispatched and operated from a remote Control Area other than the Control Area in which the Elective Transmission Upgrade is physically located, and if permitted to do so by the relevant transmission tariffs and ISO New England Operating Documents, Reliability Standards, or successor documents, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this ETU IA, and remote Control Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Elective Transmission Upgrade in the other Control Area for dispatch and operations.

**9.3 Interconnecting Transmission Owner and System Operator Obligations.** Interconnecting Transmission Owner and System Operator shall cause the Interconnecting Transmission Owner's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this ETU IA and ISO New England Operating Documents, Reliability Standards, or successor documents. Interconnecting Transmission Owner or System Operator may provide operating instructions to Interconnection Customer consistent with this ETU IA, ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Interconnecting Transmission Owner's and System Operator's operating protocols and procedures as they may change from time to time. Interconnecting Transmission Owner and



System Operator will consider changes to their operating protocols and procedures proposed by Interconnection Customer.

**9.4 Interconnection Customer Obligations.** Interconnection Customer shall at its own expense operate, maintain and control the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this ETU IA and ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.5 Start-Up and Trial Operation.** The Interconnection Customer is responsible for the proper start-up and Trial Operation of the Elective Transmission Upgrade as part of the New England Transmission System in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.6 Reactive Power.**

**9.6.1 Power Factor Design Criteria.** Interconnection Customer shall design the Elective Transmission Upgrade and Interconnection Facilities that are capable of voltage control to maintain a composite power delivery at continuous rated power output at the Point of Interconnection with dynamic reactive capability over the power factor range of 0.95 leading to 0.95 lagging or any reactive power or power factor requirement specified in the Interconnection System Impact Study for the Elective Transmission Upgrade, unless the System Operator or Interconnecting Transmission Owner has established different requirements that apply to all similar-situated facilities in the Control Area on a comparable basis and in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.6.2 Voltage Schedules.** Once the Interconnection Customer has commenced Trial Operation of the Elective Transmission Upgrade to the New England Transmission System, Interconnection Customer shall operate the Elective Transmission Upgrade at the direction of System Operator and Interconnecting Transmission Owner in accordance with applicable provisions of the ISO New England Operating Documents, Applicable

Reliability Standards, or successor documents, regarding voltage schedules in accordance with such requirements.

**9.6.2.1 Voltage Regulating Equipment.** The Interconnection Customer must keep and maintain voltage regulating equipment on all voltage-controlling elements of the Elective Transmission Upgrade and Interconnection Facilities any voltage control requirements specified in the Interconnection System Impact Study and in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. All Interconnection Customers that have, or are required to have, voltage regulating equipment shall normally operate the voltage regulating equipment in automatic operation.

It is the responsibility of the Interconnection Customer to maintain the voltage regulating equipment and function in good operating condition and promptly report to the System Operator and Interconnecting Transmission Owner any problems that could cause interference with its proper operation.

**9.6.2.2 Governor Control.** The Interconnection Customer is obligated to provide and maintain a functioning governor or frequency regulation on all elements of the Elective Transmission Upgrade and Interconnection Facilities that are capable of frequency regulation in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

It is the responsibility of the Interconnection Customer to maintain the frequency regulating equipment and function in good operating condition and promptly report to the System Operator and Interconnecting Transmission Owner any problems that could cause interference with its proper operation.

**9.6.2.3 System Protection.** The Interconnection Customer shall install and maintain protection systems in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

### **9.6.3 Payment for Reactive Power.**

Interconnection Customers shall be compensated for Reactive Power service in accordance with Schedule 2 of the Section II of the Tariff.

## **9.7 Outages and Interruptions.**

### **9.7.1 Outages.**

**9.7.1.1 Outage Authority and Coordination.** The System Operator shall have the authority to coordinate facility outages in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Each Party may in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, in coordination with the other Party(ies), remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's(ies') facilities as necessary to perform maintenance or testing or to install or replace equipment, subject to the oversight of System Operator in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.1.2 Outage Schedules.** Outage scheduling, and any related compensation, shall be in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.2 Interruption of Service.** In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, the System Operator or Interconnecting Transmission Owner may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect System Operator's or Interconnecting Transmission Owner's ability to perform such activities as are necessary to safely and reliably operate and maintain the New England Transmission System.

**9.7.3 Ride Through Capability and Performance Under Frequency and Over Frequency Conditions.** Interconnection Customer shall implement under-frequency and over-frequency protection set points for the Elective Transmission Upgrade and the Interconnection Facilities as required by the applicable provisions of ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Elective Transmission Upgrade response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with System Operator and Interconnecting Transmission Owner in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Interconnection Customer shall also implement under-voltage and over-voltage relay set points, or equivalent electronic controls, as required by NERC to ensure voltage “ride through” capability of the Transmission System. The term “ride through” as used herein shall mean the ability of a Elective Transmission Upgrade to stay connected to and synchronized with the New England Transmission System during system disturbances within a range of under-frequency, over-frequency, under-voltage, and over-voltage conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other Elective Transmission Upgrades in the New England Control Area on a comparable basis. For abnormal frequency conditions and voltage conditions within the “no trip zone” defined by Reliability Standard PRC-024-3 or successor mandatory ride through reliability standards, the Elective Transmission Upgrade must ensure that, within any physical limitations of the Elective Transmission Upgrade, its control and protection settings are configured or set to (1) continue active power production during disturbance and post disturbance periods at pre-disturbance levels, unless providing primary frequency response or fast frequency response; (2) minimize reductions in active power and remain within dynamic voltage and current limits, if reactive power priority mode is enabled, unless providing primary frequency response or fast frequency response; (3) not artificially limit dynamic reactive power capability during disturbances; and (4) return to pre-disturbance active power levels without artificial ramp rate limits if active power is reduced, unless providing primary frequency response or fast frequency response.

#### **9.7.4 System Protection and Other Control Requirements.**

**9.7.4.1 System Protection Facilities.** Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Interconnecting Transmission Owner shall install at Interconnection Customer's expense, in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, any System Protection Facilities that may be required on the Interconnecting Transmission Owner Interconnection Facilities or the New England Transmission System as a result of the interconnection of the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities.

**9.7.4.2** Each Party's protection facilities shall be designed and coordinated with other systems in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.4.3** Each Party shall be responsible for protection of its facilities consistent with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.4.4** Each Party's protective relay design shall allow for tests required in Article 6.

**9.7.4.5** Each Party will test, operate and maintain System Protection Facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.5 Requirements for Protection.** In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and compliance

with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Elective Transmission Upgrade to any short circuit occurring on the New England Transmission System not otherwise isolated by Interconnecting Transmission Owner's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the New England Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Elective Transmission Upgrade and the New England Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Elective Transmission Upgrade and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Elective Transmission Upgrade and Interconnection Customer's other equipment if conditions on the New England Transmission System could adversely affect the Elective Transmission Upgrade. Relays and other equipment that protect for other conditions such as over- or under-frequency, over- or under-voltage, and overloads shall be coordinated with the protective requirements of the New England Transmission System.

**9.7.6 Power Quality.** A Party's facilities shall not cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard.

**9.8 Switching and Tagging Rules.** Each Party shall provide the other Party(ies) with a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

## **9.9 Use of Interconnection Facilities by Third Parties.**

**9.9.1 Purpose of Interconnection Facilities.** Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Elective Transmission Upgrade to the Administered Transmission System and shall be used for no other purpose.

**9.9.2 Third Party Users.** If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use the Interconnecting Transmission Owner's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Interconnecting Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed-upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Interconnecting Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed-upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to the Commission for resolution.

**9.10 Disturbance Analysis Data Exchange.** The Parties will cooperate with one another in the analysis of disturbances to either the Elective Transmission Upgrade or the New England Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

## **ARTICLE 10. MAINTENANCE**

- 10.1 Interconnecting Transmission Owner and Customer Obligations.** Interconnecting Transmission Owner and Interconnection Customer shall each maintain that portion of its respective facilities that are part of the New England Transmission System and the Interconnecting Transmission Owner's Interconnection Facilities in a safe and reliable manner and in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 10.2 Operating and Maintenance Expenses.** Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Interconnecting Transmission Owner's Interconnection Facilities, Stand Alone Network Upgrades, Network Upgrades and Distribution Upgrades.

## **ARTICLE 11. PERFORMANCE OBLIGATION**

- 11.1 Interconnection Customer's Interconnection Facilities.** Interconnection Customer shall design, procure, construct, install, own and/or control the Interconnection Customer's Interconnection Facilities described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades) at its sole expense.
- 11.2 Interconnecting Transmission Owner's Interconnection Facilities.** Interconnecting Transmission Owner shall design, procure, construct, install, own and/or control the Interconnecting Transmission Owner's Interconnection Facilities described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades) at the sole expense of the Interconnection Customer.



**11.3 Network Upgrades and Distribution Upgrades.** Interconnecting Transmission Owner shall design, procure, construct, install, and own the Network Upgrades, and to the extent provided by Article 5.1, Stand Alone Network Upgrades, and Distribution Upgrades described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades). The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Unless the Interconnecting Transmission Owner elects to fund the capital for the Network Upgrades, they shall be solely funded by the Interconnection Customer.

**11.4 Cost Allocation; Compensation; Rights; Affected Systems and Internal Affected Systems.**

**11.4.1 Cost Allocation.** Cost allocation of ETU Interconnection Related Upgrades shall be in accordance with Schedules 11 and 12 of Section II of the Tariff.

**11.4.2 Compensation.** Any compensation due to the Interconnection Customer for increases in transfer capability to the PTF resulting from its ETU and associated system upgrades shall be determined in accordance with Sections II and III of the Tariff.

**11.4.3 Rights.** Notwithstanding any other provision of this ETU IA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades.

**11.4.4 Special Provisions for Affected Systems and Internal Affected Systems.** The Interconnection Customer shall enter into separate related facilities agreements to address any upgrades to the Affected System(s) or Internal Affected System(s) that are necessary for safe and reliable interconnection of the Interconnection Customer's Elective Transmission Upgrade.

**11.5 Provision of Security.** At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of an Interconnecting Transmission

Owner's Interconnection Facilities, Network Upgrades, or Distribution Upgrades, Interconnection Customer shall provide Interconnecting Transmission Owner a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Interconnecting Transmission Owner in accordance with the Tariff. In addition:

**11.5.1** The guarantee must be made by an entity that meets the creditworthiness requirements of Interconnecting Transmission Owner, and contain terms and conditions that guarantee payment of any amount that may be due from Interconnection Customer, up to an agreed-to maximum amount.

**11.5.2** The letter of credit must be issued by a financial institution reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

**11.5.3** The surety bond must be issued by an insurer reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

**11.6 Interconnection Customer Compensation.** If System Operator or Interconnecting Transmission Owner requests or directs Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.4.1 of this ETU IA, Interconnection Customer shall be compensated pursuant to the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition.** Interconnection Customer shall be compensated for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the New England Transmission System during an Emergency Condition in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

## **ARTICLE 12. INVOICE**

- 12.1 General.** Each Party shall submit to the other Party(ies), on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party(ies) under this ETU IA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.
- 12.2 Final Invoice.** Within six months after completion of the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades, Interconnecting Transmission Owner shall provide an invoice of the final cost of the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Interconnecting Transmission Owner shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice. Interconnection Customer shall pay to Interconnecting Transmission Owner any amount by which the actual payment by Interconnection Customer for estimated costs falls short of the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.
- 12.3 Payment.** Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by any Party will not constitute a waiver of any rights or claims the other Party(ies) may have under this ETU IA.
- 12.4 Disputes.** In the event of a billing dispute between Interconnecting Transmission Owner and Interconnection Customer, Interconnecting Transmission Owner shall continue to provide Interconnection Service under this ETU IA as long as Interconnection Customer: (i) continues to

make all payments not in dispute; and (ii) pays to Interconnecting Transmission Owner or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Interconnecting Transmission Owner may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accord with the methodology set forth in the Commission's Regulations at 18 CFR § 35.19a(a)(2)(iii).

### **ARTICLE 13. EMERGENCIES**

- 13.1 Obligations.** Each Party shall comply with the Emergency Condition procedures of the System Operator in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 13.2 Notice.** Interconnecting Transmission Owner or System Operator as applicable shall notify Interconnection Customer and System Operator or Interconnecting Transmission Owner as applicable, promptly when it becomes aware of an Emergency Condition that affects the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify Interconnecting Transmission Owner and System Operator promptly when it becomes aware of an Emergency Condition that affects the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the New England Transmission System or the Interconnecting Transmission Owner's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Interconnecting Transmission Owner's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

**13.3 Immediate Action.** Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Interconnecting Transmission Owner and System Operator, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by the Interconnecting Transmission Owner or the System Operator or otherwise regarding the New England Transmission System.

**13.4 System Operator's and Interconnecting Transmission Owner's Authority.**

**13.4.1 General.** System Operator or Interconnecting Transmission Owner may take whatever actions or inactions with regard to the New England Transmission System or the Interconnecting Transmission Owner's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the New England Transmission System or Interconnecting Transmission Owner's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities. System Operator and Interconnecting Transmission Owner may, on the basis of technical considerations and equipment capabilities, require the Elective Transmission Upgrade to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Elective Transmission Upgrade; implementing a reduction or disconnection pursuant to Article 13.4.2; directing the Interconnection Customer to assist with black start (if available) or restoration efforts; or altering the outage schedules of the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of System Operator's and Interconnecting Transmission Owner's operating instructions concerning Elective

Transmission Upgrade real power and reactive power output within the manufacturer's design limitations of the Elective Transmission Upgrade's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

**13.4.2 Reduction and Disconnection.** System Operator and Interconnecting Transmission Owner may reduce Interconnection Service or disconnect the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities when such reduction or disconnection is necessary in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. These rights are separate and distinct from any right of curtailment of the System Operator and Interconnecting Transmission Owner pursuant to the Tariff. When the System Operator and Interconnecting Transmission Owner can schedule the reduction or disconnection in advance, System Operator and Interconnecting Transmission Owner shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. System Operator and Interconnecting Transmission Owner shall coordinate with the Interconnection Customer in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents to schedule the reduction or disconnection during periods of least impact to the Interconnection Customer and the System Operator and Interconnecting Transmission Owner. Any reduction or disconnection shall continue only for so long as reasonably necessary in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The Parties shall cooperate with each other to restore the Elective Transmission Upgrade, the Interconnection Facilities, and the New England Transmission System to their normal operating state as soon as practicable in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**13.5 Interconnection Customer Authority.** In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents and the ETU IA and the ETU IP, the Interconnection Customer may take whatever actions or inactions with regard to the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities

during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the New England Transmission System and the Interconnecting Transmission Owner's Interconnection Facilities. System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to assist Interconnection Customer in such actions.

- 13.6 Limited Liability.** Except as otherwise provided in Article 11.6.1 of this ETU IA, a Party shall not be liable to another Party for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

#### **ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW**

- 14.1 Regulatory Requirements.** Each Party's obligations under this ETU IA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this ETU IA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act or the Public Utility Holding Company Act of 1935, as amended. To the extent that a condition arises that could result in Interconnection Customer's inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978, the Parties shall engage in good faith negotiations to address the condition so that such result will not occur and so that this ETU IA can be performed.

- 14.2 Governing Law.**

**14.2.1** The validity, interpretation and performance of this ETU IA and each of its provisions shall be governed by the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles.

**14.2.2** This ETU IA is subject to all Applicable Laws and Regulations.

**14.2.3** Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

## **ARTICLE 15. NOTICES**

**15.1 General.** Unless otherwise provided in this ETU IA, any notice, demand or request required or permitted to be given by a Party to another Party and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F (Addresses for Delivery of Notices and Billings).

A Party may change the notice information in this ETU IA by giving five (5) Business Days written notice prior to the effective date of the change.

**15.2 Billings and Payments.** Billings and payments shall be sent to the addresses set out in Appendix F.

**15.3 Alternative Forms of Notice.** Any notice or request required or permitted to be given by a Party to another Party and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

**15.4 Operations and Maintenance Notice.** Each Party shall notify the other Party(ies) in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.



## **ARTICLE 16. FORCE MAJEURE**

### **16.1 Force Majeure.**

**16.1.1** Economic hardship is not considered a Force Majeure event.

**16.1.2** A Party shall not be considered to be in Default with respect to any obligation hereunder (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party(ies) in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

## **ARTICLE 17. DEFAULT**

### **17.1 Default.**

**17.1.1 General.** No Breach shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this ETU IA or the result of an act or omission of the other Party(ies). Upon a Breach, the non-Breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the Breaching Party shall have thirty (30) Calendar Days from receipt of the Breach notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the Breaching Party shall

commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Breach notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

**17.1.2 Right to Terminate.** If a Breach is not cured as provided in this Article, or if a Breach is not capable of being cured within the period provided for herein, the non-Breaching Party(ies) shall have the right to terminate this ETU IA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not those Parties terminate this ETU IA, to recover from the Breaching Party all amounts due hereunder, plus all other damages and remedies to which they are entitled at law or in equity. The provisions of this Article will survive termination of this ETU IA.

## **ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE**

Notwithstanding any other provision of this Agreement, the liability, indemnification and insurance provisions of the Transmission Operating Agreement (“TOA”) or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner and the liability, indemnification and insurance provisions of the Tariff apply to the relationship between the System Operator and the Interconnection Customer and between the Interconnecting Transmission Owner and the Interconnection Customer.

**18.1 Indemnity.** Each Party shall at all times indemnify, defend, and save the other Party(ies) harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party’s(ies’) action or inactions of their obligations under this ETU IA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by an indemnified Party.

**18.1.1 Indemnified Person.** If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

**18.1.2 Indemnifying Party.** If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

**18.1.3 Indemnity Procedures.** Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in which event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

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

**18.3 Insurance.** The Interconnecting Transmission Owner and the Interconnection Customer shall, at their own expense, maintain in force throughout the period of this ETU IA, and until released by the other Party(ies), the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

**18.3.1** Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.

**18.3.2** Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage

(including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death, and property damage.

- 18.3.3** Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.
- 18.3.4** Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.
- 18.3.5** The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party(ies), its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this ETU IA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.
- 18.3.6** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not

be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

**18.3.7** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this ETU IA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

**18.3.8** The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this ETU IA.

**18.3.9** Within ten (10) ~~Business Days~~ following execution of this ETU IA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) ~~Calendar Days~~ thereafter, each Party shall provide certification of all insurance required in this ETU IA, executed by each insurer or by an authorized representative of each insurer.

**18.3.10** Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program, provided that such Party's senior secured debt is rated at investment grade, or better, by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this Article, it shall notify the other Party(ies) that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

**18.3.11** The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this ETU IA.

## **ARTICLE 19. ASSIGNMENT**

**19.1 Assignment.** This ETU IA may be assigned by any Party only with the written consent of the other Parties; provided that the Parties may assign this ETU IA without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this ETU IA; and provided further that the Interconnection Customer shall have the right to assign this ETU IA, without the consent of the Interconnecting Transmission Owner or System Operator, for collateral security purposes to aid in providing financing for the Elective Transmission Upgrade, provided that the Interconnection Customer will promptly notify the Interconnecting Transmission Owner and System Operator of any such assignment. Any financing arrangement entered into by the Interconnection Customer pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the Interconnecting Transmission Owner and System Operator of the date and particulars of any such exercise of assignment right(s), including providing the Interconnecting Transmission Owner with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this ETU IA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

## **ARTICLE 20. SEVERABILITY**

**20.1 Severability.** If any provision in this ETU IA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or

covenant of this ETU IA; provided that if the Interconnection Customer (or any third party, but only if such third party is not acting at the direction of the Interconnecting Transmission Owner) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

## **ARTICLE 21. COMPARABILITY**

- 21.1 Comparability.** The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

## **ARTICLE 22. CONFIDENTIALITY**

- 22.1 Confidentiality.** Confidential Information shall include, without limitation, all information governed by the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by a Party to another prior to the execution of this ETU IA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by a Party, the other Party(ies) shall provide, in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.



**22.1.1 Term.** During the term of this ETU IA, and for a period of three (3) years after the expiration or termination of this ETU IA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

**22.1.2 Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this ETU IA; or (6) is required, in accordance with Article 22.1.7 of the ETU IA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this ETU IA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party(ies) that it no longer is confidential.

**22.1.3 Release of Confidential Information.** A Party shall not release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or are considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this ETU IA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

**22.1.4 Rights.** Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party(ies). The disclosure by each Party to the other Party(ies) of Confidential Information shall not be deemed a waiver by a Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

**22.1.5 No Warranties.** By providing Confidential Information, a Party does not make any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, a Party does not obligate itself to provide any particular information or Confidential Information to the other Party(ies) nor to enter into any further agreements or proceed with any other relationship or joint venture.

**22.1.6 Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party(ies) under this ETU IA or its regulatory requirements.

**22.1.7 Order of Disclosure.** If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party(ies) with prompt notice of such request(s) or requirement(s) so that the other Party(ies) may seek an appropriate protective order or waive compliance with the terms of this ETU IA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

**22.1.8 Termination of Agreement.** Upon termination of this ETU IA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other

Party(ies), use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party(ies)) or return to the other Party(ies), without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party(ies).

**22.1.9 Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's(ies') Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Party(ies) shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Parties shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

**22.1.10 Disclosure to the Commission, its Staff, or a State.** Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR. section 1b.20, if the Commission or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this ETU IA, the Party shall provide the requested information to the Commission or its staff, within the time provided for in the request for information. In providing the information to the Commission or its staff, the Party must, consistent with 18 CFR section 388.112, request that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) to this ETU IA prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Party(ies) to the ETU IA when it is notified by the Commission or its staff that a request to release Confidential Information has been

received by the Commission, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

**22.1.11** Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this ETU IA (“Confidential Information”) shall not be disclosed by the other Party(ies) to any person not employed or retained by the other Party(ies), except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party(ies), such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this ETU IA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party(ies) in writing of the information it claims is confidential. Prior to any disclosures of the other Parties’ Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party(ies) in writing and agrees to assert confidentiality and cooperate with the other Party(ies) in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

## **ARTICLE 23. ENVIRONMENTAL RELEASES**

**23.1** Each Party shall notify the other Party(ies), first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Elective Transmission Upgrade or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party(ies). The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four (24) hours after such Party becomes aware of the

occurrence; and (ii) promptly furnish to the other Party(ies) copies of any publicly available reports filed with any Governmental Authorities addressing such events.

## **ARTICLE 24. INFORMATION REQUIREMENTS**

**24.1 Information Acquisition.** Subject to any applicable confidentiality restrictions, including, but not limited to, codes of conduct, each Party shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.

**24.2 Information Submission by System Operator and Interconnecting Transmission Owner.** The initial information submission by System Operator and Interconnecting Transmission Owner shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation Date and shall include information necessary to allow the Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise mutually agreed to by the Parties. On a monthly basis Interconnecting Transmission Owner shall provide Interconnection Customer a status report on the construction and installation of Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

**24.3 Updated Information Submission by Interconnection Customer.** The updated information submission by the Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation Date. Interconnection Customer shall submit a completed copy of the Elective Transmission Upgrade data requirements contained in Appendix 1 to the ETU IP. It shall also include any additional information provided to Interconnecting Transmission Owner and System Operator for the ~~Interconnection Feasibility Study, Interconnection System Impact Study Cluster Study, Transitional Cluster Study,~~ and Interconnection Facilities Study. Information in this submission shall be the most current Elective Transmission Upgrade design or expected performance data.

Information submitted for stability models shall be compatible with Interconnecting Transmission Owner and System Operator standard models. If there is no compatible model, the Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If the Interconnection Customer's data is different from what was originally provided to Interconnecting Transmission Owner pursuant to the Interconnection Study Agreement between Interconnecting Transmission Owner and Interconnection Customer, then the System Operator will review it and conduct appropriate studies, as needed, at the Interconnection Customer's cost, to determine the impact on the New England Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

**24.4 Information Supplementation.** Prior to the Commercial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all “as-built” Elective Transmission Upgrade information and “as-tested” performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Elective Transmission Upgrade as required by Good Utility Practice to verify proper operation of the Elective Transmission Upgrade's voltage regulation capability, and of other automatic controls for which the Elective Transmission Upgrade is reliant upon for acceptable performance, as described and requested by the System Operator. Documentation of the test results will be provided to the System Operator.

The Interconnection Customer shall provide the Interconnecting Transmission Owner and System Operator with any information changes due to proposed equipment replacement, repair, or adjustment. Interconnecting Transmission Owner shall provide the Interconnection Customer and System Operator with any information changes due to proposed equipment replacement, repair or adjustment in the directly connected substation or any adjacent Interconnecting Transmission Owner-owned substation that may affect the Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information in accordance with Article 5.19 of this Agreement.

## **ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS**

- 25.1 Information Access.** Each Party (the “disclosing Party”) shall make available to the other Parties information that is in the possession of the disclosing Party and is necessary in order for the other Party(ies) to: (i) verify the costs incurred by the disclosing Party for which the other Party(ies) are responsible under this ETU IA; and (ii) carry out its obligations and responsibilities under this ETU IA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this ETU IA.
- 25.2 Reporting of Non-Force Majeure Events.** Each Party (the “notifying Party”) shall notify the other Party(ies) when the notifying Party becomes aware of its inability to comply with the provisions of this ETU IA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this Article shall not entitle the Party receiving such notification to allege a cause for anticipatory Breach of this ETU IA.
- 25.3 Audit Rights.** Subject to the requirements of confidentiality under Article 22 of this ETU IA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party(ies), to audit at its own expense the other Party’s(ies’) accounts and records pertaining to a Party’s performance or a Party’s satisfaction of obligations under this ETU IA. Such audit rights shall include audits of the other Party’s(ies’) costs, calculation of invoiced amounts, the efforts to allocate responsibility for the provision of reactive support to the New England Transmission System, the efforts to allocate responsibility for interruption or reduction of generation on the New England Transmission System, and each Party’s actions in an Emergency Condition. Any audit authorized by this Article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party’s performance and satisfaction of obligations under this ETU IA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

## **25.4 Audit Rights Periods.**

**25.4.1 Audit Rights Period for Construction-Related Accounts and Records.** Accounts and records related to the design, engineering, procurement, and construction of Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four (24) months following Interconnecting Transmission Owner's issuance of a final invoice in accordance with Article 12.2.

**25.4.2 Audit Rights Period for All Other Accounts and Records.** Accounts and records related to a Party's performance or satisfaction of all obligations under this ETU IA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four (24) months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four (24) months after the event for which the audit is sought.

**25.5 Audit Results.** If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party(ies) together with those records from the audit which support such determination.

## **ARTICLE 26. SUBCONTRACTORS**

**26.1 General.** Nothing in this ETU IA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this ETU IA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this ETU IA in providing such services and each Party shall remain primarily liable to the other Party(ies) for the performance of such subcontractor.

**26.2 Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this ETU IA. The hiring Party shall be fully



responsible to the other Party(ies) for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under Article 5 of this ETU IA. Any applicable obligation imposed by this ETU IA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

- 26.3 No Limitation by Insurance.** The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

## **ARTICLE 27. DISPUTES**

- 27.1 Submission.** In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with this ETU IA or its performance, such Party (the "disputing Party") shall provide the other Party(ies) with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party(ies). In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's(ies') receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this ETU IA.

- 27.2 External Arbitration Procedures.** Any arbitration initiated under this ETU IA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The arbitrator so chosen by the System Operator shall chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric

transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Arbitration Rules”) and any applicable Commission regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail

**27.3 Arbitration Decisions.** Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this ETU IA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

**27.4 Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel; or (2) a pro rata share of the cost of a single arbitrator chosen by the Parties.

## **ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS**

**28.1 General.** Each Party makes the following representations, warranties and covenants:

**28.1.1 Good Standing.** Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Elective

Transmission Upgrade, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this ETU IA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this ETU IA.

**28.1.2 Authority.** Such Party has the right, power and authority to enter into this ETU IA, to become a Party hereto and to perform its obligations hereunder. This ETU IA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

**28.1.3 No Conflict.** The execution, delivery and performance of this ETU IA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

**28.1.4 Consent and Approval.** Such Party has sought or obtained, or, in accordance with this ETU IA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this ETU IA, and it will provide to any Governmental Authority notice of any actions under this ETU IA that are required by Applicable Laws and Regulations.

## **ARTICLE 29. [OMITTED]**

## **ARTICLE 30. MISCELLANEOUS**

**30.1 Binding Effect.** This ETU IA and the rights and obligations hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

**30.2 Conflicts.** In the event of a conflict between the body of this ETU IA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this ETU IA shall prevail and be deemed the final intent of the Parties.

**30.3 Rules of Interpretation.** This ETU IA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this ETU IA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this ETU IA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this ETU IA or such Appendix of this ETU IA, or such Section of the ETU IP or such Appendix of the ETU IP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this ETU IA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

**30.4 Entire Agreement.** Except for the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, this ETU IA, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this ETU IA. Except for the ISO New England Operating Documents, Applicable Reliability Standards, any applicable tariffs, related facilities agreements, or successor documents, there are no other agreements, representations, warranties, or covenants which constitute any part of the

consideration for, or any condition to, any Party's compliance with its obligations under this ETU IA.

**30.5 No Third Party Beneficiaries.** This ETU IA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

**30.6 Waiver.** The failure of a Party to this ETU IA to insist, on any occasion, upon strict performance of any provision of this ETU IA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by a Party of its rights with respect to this ETU IA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this ETU IA. Termination or Default of this ETU IA for any reason by the Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Interconnecting Transmission Owner. Any waiver of this ETU IA shall, if requested, be provided in writing.

**30.7 Headings.** The descriptive headings of the various Articles of this ETU IA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this ETU IA.

**30.8 Multiple Counterparts.** This ETU IA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

**30.9 Amendment.** The Parties may by mutual agreement amend this ETU IA by a written instrument duly executed by the Parties.

**30.10 Modification by the Parties.** The Parties may by mutual agreement amend the Appendices to this ETU IA by a written instrument duly executed by all of the Parties. Such amendment shall

become effective and a part of this ETU IA upon satisfaction of all Applicable Laws and Regulations.

**30.11 Reservation of Rights.** Consistent with Section 11.3 of the ETU IP, Interconnecting Transmission Owner and System Operator shall have the right to make unilateral filings with the Commission to modify this ETU IA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this ETU IA pursuant to section 206 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Parties and to participate fully in any proceeding before the Commission in which such modifications may be considered. In the event of disagreement on terms and conditions of the ETU IA related to the costs of upgrades to such Interconnecting Transmission Owner's transmission facilities, the anticipated schedule for the construction of such upgrades, any financial obligations of Interconnecting Transmission Owner, and any provisions related to physical impacts of the interconnection on Interconnecting Transmission Owner's transmission facilities or other assets, then the standard applicable under Section 205 of the Federal Power Act shall apply only to Interconnecting Transmission Owner's position on such terms and conditions. Nothing in this ETU IA shall limit the rights of the Parties or of the Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

**30.12 No Partnership.** This ETU IA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

**IN WITNESS WHEREOF**, the Parties have executed this ETU IA in triplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

**ISO New England Inc. (System Operator)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***[Insert Name of (Interconnecting Transmission Owner(s))***

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***[Insert name of] (Interconnection Customer)***

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDICES TO ETU IA**

Appendix A	Interconnection Facilities, Network Upgrades and Distribution Upgrades
Appendix B	Milestones
Appendix C	Interconnection Details
Appendix D	Security Arrangements Details
Appendix E	Commercial Operation Date
Appendix F	Addresses for Delivery of Notices and Billings



## APPENDIX A TO ETU IA

### Interconnection Facilities, Network Upgrades and Distribution Upgrades

#### 1. Interconnection Facilities:

##### a. Point(s) of Interconnection

List and identify each Point of Interconnection (e.g., first, second, etc.)

The Point of Interconnection for the first terminal location shall be at the point where *[insert description of the first location internal to New England Control Area]*. See Appendix A-1, which drawing is attached hereto and made part hereof.

The Point of Interconnection for the second terminal location shall be at the point where *[insert description of the second location internal to New England Control Area or the location external to New England Control Area, if applicable]*. See Appendix A-2, which drawing is attached hereto and made part hereof.

##### b. Point(s) of Change of Ownership

List and identify the Point of Change of Ownership for each Point of Interconnection (e.g., first, second, etc.)

The Point of Change of Ownership for the first terminal location shall be at the point where *[insert description of the first location internal to New England Control Area]*. See Appendix A-1, which drawing is attached hereto and made part hereof.

The Point of Change of Ownership for the second terminal location shall be at the point where *[insert description of the second location internal to New England Control Area or the location external to New England Control Area, if applicable]*. See Appendix A-2, which drawing is attached hereto and made part hereof.

**c. Metering**

List and identify the metering point for each Point of Interconnection (*e.g.*, first, second, etc.)

The metering point for the first terminal location shall be located at: ~~where~~ [*insert description of the first location internal to New England Control Area*]. See Appendix A-1, which drawing is attached hereto and made part hereof.

The metering point for the second terminal location shall be located at: ~~where~~ [*insert description of the second location internal to New England Control Area or the location external to New England Control Area, if applicable*]. See Appendix A-2, which drawing is attached hereto and made part hereof.

**d. Interconnection Customer's Interconnection Facilities (including metering equipment).**

List and identify the Interconnection Customer's Interconnection Facilities for each Point of Interconnection (*e.g.*, first, second, etc.)

The Interconnection Customer's Interconnection Facilities for the first terminal location shall include [*insert Interconnection Customer's Interconnection Facilities*]. See Appendix A-1, which drawing is attached hereto and made part hereof.

The Interconnection Customer's Interconnection Facilities for the second terminal location shall include [*insert Interconnection Customer's Interconnection Facilities for the second terminal location, if applicable*]. See Appendix A-2, which drawing is attached hereto and made part hereof.

e. **Interconnecting Transmission Owner's Interconnection Facilities (including metering equipment).**

List and identify the Interconnecting Transmission Owner's Interconnection Facilities for each Point of Interconnection (e.g., first, second, etc.)

The Interconnecting Transmission Owner's Interconnection Facilities for the first terminal location shall include [*insert Interconnecting Transmission Owner's Interconnection Facilities, including any Cluster Enabling Transmission Upgrades, for the first terminal location*]. See Appendix –1, which drawing is attached hereto and made part hereof.

The Interconnecting Transmission Owner's Interconnection Facilities for the second terminal location shall include [*insert Interconnecting Transmission Owner's Interconnection Facilities for the second terminal location, if applicable*]. See Appendix –2, which drawing is attached hereto and made part hereof.

2. **Network Upgrades:**

- a. **Stand Alone Network Upgrades.** [*insert Stand Alone Network Upgrades associated with the first terminal location*]
- b. ~~**Other Substation Network Upgrades.**~~ [*insert ~~Other Substation~~ Network Upgrades, including any Cluster Enabling Transmission Upgrades, associated with the first terminal location*];
- c. **System Network Upgrades.** [*insert System Network Upgrades, including any Cluster Enabling Transmission Upgrades, associated with the first terminal location*]
- d. **Stand Alone Network Upgrades.** [*insert Stand Alone Network Upgrades associated with the second terminal position if applicable and it is internal to the New England Control Area, list all Network Upgrades for terminal locations external to New England Control Area as Affected System Upgrades*]
- e. **Substation Network Upgrades.** [*insert Substation Network Upgrades associated with the second terminal position if applicable and it is internal to New England Control Area, list all Network Upgrades for terminal locations external to New England Control Area as Affected System Upgrades*]

f. **System Network Upgrades.** *[insert System Network Upgrades associated with the second terminal location, if applicable]*

-

~~**Other Network Upgrades.**~~ *[insert Other Network Upgrades associated with the second terminal position if it is internal to New England Control Area, list all Network Upgrades for terminal locations external to New England Control Area as Affected System Upgrades].*

**3. Distribution Upgrades.**

- a. *[insert Distribution Upgrades associated with the first terminal position]*
- b. *[insert Distribution Upgrades associated with the second terminal position if applicable and it is internal to New England Control Area, list all Distribution Upgrades for terminal locations external to New England Control Area as Affected System Upgrades]*

**4. Affected System Upgrades.**

- a. *[insert Affected System Upgrades associated with the first terminal position]*
- b. *[insert Affected System Upgrades associated with the second terminal position, if applicable]*

**5. Internal Affected System Upgrades.**

- a. *[insert Internal Affected System Upgrades associated with the first terminal position]*
- b. *[insert Internal Affected System Upgrades associated with the second terminal position, if applicable]*

**5. Contingency Upgrades List:**

**a. Long Lead Facility-Related Upgrades.**

~~The Interconnection Customer's Elective Transmission Upgrade is associated with a Long Lead Facility, in accordance with Section 3.2.3 of the ETU IP. Pursuant to Section 4.1.1 of the ETU IP, the Interconnection Customer shall be responsible for the following upgrades in the event that the Long Lead Facility achieves Commercial Operation and its counterparty obtains a Capacity Supply Obligation in accordance with Section III.13.1 of the Tariff:~~

~~—[insert]~~

~~If the Interconnection Customer fails to cause these upgrades to be in service prior to the commencement of the Long Lead Facility's associated) counterparty's Capacity Commitment Period, the Interconnection Customer shall be deemed to be in Breach of this ETU IA in accordance with Article 17.1, and the System Operator will initiate all necessary steps to terminate this ETU IA, in accordance with Article 2.3.~~

**6b. ~~Other~~ Contingent Facilityey Upgrades.**

*[e.g., list of upgrades associated with higher queued Interconnection Requests and any other contingency upgrades that the Parties may deem necessary for the interconnection of the Elective Transmission Upgrade]*

**€7. Post-Forward Capacity Auction Re-study Upgrade Obligations.** *[insert any change in upgrade obligations that result from re-study conducted post receiving a Capacity Supply Obligation through a Forward Capacity Auction]*

## APPENDIX B TO ETU IA

### Milestones

- 1. Selected Option Pursuant to Article 5.1:** Interconnection Customer selects the *[insert]*. Options as described in Articles 5.1.*[insert]*, 5.1.*[insert]*, and 5.1.*[insert]* ] shall not apply to this ETU IA.
- 2. Milestones and Other Requirements for all Elective Transmission Upgrades:** The description and entries listed in the following table establish the required Milestones in accordance with the provisions of the ETU IP and this ETU IA. The referenced section of the ETU IP or article of the ETU IA should be reviewed by each Party to understand the requirements of each milestone.

Item No.	Milestone Description	Responsible Party	Date	ETU IP/ETU IA Reference
1	Provide evidence of <del>continued-100% Site Control to System Operator, or \$250,000 non-refundable deposit to the Interconnecting Transmission Owner</del>	Interconnection Customer	Within 15 BD of final ETU IA receipt	§ 11.3.1.1 of ETU IP
2	Provide evidence of one or more milestones specified in § 11.3 of ETU IP to the System Operator and to the Interconnecting Transmission Owner	Interconnection Customer	Within 15 BD of final ETU IA receipt	§ 11.3.1.2 of ETU IP
3	Commit to a schedule for payment of upgrades to the	Interconnection Customer	Within 15 BD of final ETU IA receipt	§ 11.3.1.2 of ETU IP

	Interconnecting Transmission Owner			
4	<u>ETU IA Deposit</u> <del>Provide either (1) evidence of Major Permits to the System Operator and the Interconnecting Transmission Owner or (2) a refundable deposit to the Interconnecting Transmission Owner</del>	Interconnection Customer	<u>Simultaneously with ETU IA Execution, or within ten (10) Business Days after the Interconnection Customer request that the ETU IA be filed unexecuted If (1) Within 15-BD of final ETU IA receipt or if (2) At time of ETU IA execution</u>	§ 11.3.1.12 of ETU IP
5	Provide certificate of insurance to each Party	Interconnection Customer and Interconnecting Transmission Owner	Within 10 Calendar Days of execution of ETU IA	§ 18.3.9 of ETU IA
6A	Provide siting process approval schedule for the Elective Transmission Upgrade to System Operator and Interconnecting Transmission Owner	Interconnection Customer	As may be agreed to by the Parties	§ 7.5 of ETU IP

6B	Provide siting process approval schedule for Interconnection Customer's Interconnection Facilities at the first terminal location to System Operator and Interconnecting Transmission Owner	Interconnection Customer	As may be agreed to by the Parties	§ 7.5 of ETU IP
6C	Provide siting process approval schedule for Interconnection Customer's Interconnection Facilities at the second terminal location to System Operator and Interconnecting Transmission Owner	Interconnection Customer	<u>If applicable,</u> <del>As</del> may be agreed to by the Parties	§ 7.5 of ETU IP
7A	Receive Governmental Authority approvals for a the Elective Transmission Upgrade facilities requiring regulatory approval	Interconnection Customer	If needed, as may be agreed to by the Parties	
7B	Receive Governmental Authority approvals for any facilities associated with the first terminal location	Interconnection Customer and/or Interconnecting Transmission Owner	If needed, as may be agreed to by the Parties	§ 5.6.1 of ETU IA



	requiring regulatory approval			
7C	Receive Governmental Authority approvals for any facilities associated with the second terminal location requiring regulatory approval	Interconnection Customer and/or Interconnecting Transmission Owner	If needed <u>and applicable</u> , as may be agreed to by the Parties	§ 5.6.1 of ETU IA
8A	Obtain necessary real property rights and rights-of-way associated with the first terminal location for the construction of a discrete aspect of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades	Interconnection Customer and/or Interconnecting Transmission Owner	If needed, as may be agreed to by the Parties	§ 5.6.2 of ETU IA
8B	Obtain necessary real property rights and rights-of-way associated with the second terminal location for the construction of a discrete aspect of the Interconnecting Transmission Owner's Interconnection	Interconnection Customer and/or Interconnecting Transmission Owner	If needed <u>and applicable</u> , as may be agreed to by the Parties	§ 5.6.2 of ETU IA

	Facilities and Network Upgrades			
9A	Provide to Interconnecting Transmission Owner associated with the first terminal position written authorization to proceed with design, equipment procurement and construction	Interconnection Customer	As may be agreed to by the Parties	§ 5.6.3 of ETU IA
9B	Provide to owner associated with the second terminal position written authorization to proceed with design, equipment procurement and construction	Interconnection Customer	<u>If applicable,</u> <del>As</del> may be agreed to by the Parties	§ 5.6.3 of ETU IA
10	Provide quarterly written progress reports	Interconnection Customer and Interconnecting Transmission Owner	15 Calendar Days after the end of each quarter beginning the quarter that includes earlier of the dates for Milestones 9A or 9B and ending when the	§ 5.7 of ETU IA

			entire Elective Transmission Upgrade and all required Interconnection Facilities and Network Upgrades are in place	
11A	Provision of Security associated with the first terminal position to the Interconnecting Transmission Owner pursuant to Section 11.5 of ETU IA	Interconnection Customer	At least 30 Calendar Days prior to design, procurement and construction	§§ 5.5.3 and 5.6.4 of ETU IA
11B	Provision of Security associated with the second terminal position, if it is internal to ISO-NE, to the Interconnecting Transmission Owner pursuant to Section 11.5 of ETU IA	Interconnection Customer	<del>If applicable,</del> <del>At</del> at least 30 Calendar Days prior to design, procurement and construction	§§ 5.5.3 and 5.6.4 of ETU IA
12A	Provision of Security Associated with Tax Liability associated with the first terminal position to Interconnecting Transmission Owner	Interconnection Customer	As may be agreed to by the Parties	§ 5.17.3 of ETU IA

	pursuant to Section 5.17.3 of ETU IA			
12B	Provision of Security Associated with Tax Liability associated with the second terminal position, if it is internal to ISO-NE, to Interconnecting Transmission Owner pursuant to Section 5.17.3 of ETU IA	Interconnection Customer	<u>If applicable,</u> <del>As</del> may be agreed to by the Parties	§ 5.17.3 of ETU IA
13A	Commit to the ordering of long lead time material for Interconnection Facilities and Network Upgrades associated with the first terminal position	Interconnection Customer	As may be agreed to by the Parties	§ 7.5 of ETU IP
13B	Commit to the ordering of long lead time material for Interconnection Facilities and Network Upgrades associated with the second terminal position, if it is internal to ISO-NE	Interconnection Customer	<u>If applicable,</u> <del>As</del> may be agreed to by the Parties	§ 7.5 of ETU IP
14A	Provide initial design, engineering and specification for the	Interconnection Customer	180 Calendar Days prior to	§ 5.10.1 of ETU IA

	Elective Transmission Upgrade		Trial Operation Date	§ 7.5 of ETU IP
14B	Provide initial design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the first terminal position to the Interconnecting Transmission Owner	Interconnection Customer	180 Calendar Days prior to Trial Operation Date	§ 5.10.1 of ETU IA § 7.5 of ETU IP
<u>14C</u>	Provide initial design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE, to the Interconnecting Transmission Owner	Interconnection Customer	<u>If applicable,</u> 180 Calendar Days prior to Trial Operation Date	§ 5.10.1 of ETU IA § 7.5 of ETU IP
15A	Provide comments on initial design, engineering and specification for the Elective Transmission Upgrade	Interconnecting Transmission Owner	Within 30 Calendar Days of receipt	§ 5.10.1 of ETU IA § 7.5 of ETU IP

15B	Provide comments on initial design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the first terminal position	Interconnecting Transmission Owner	Within 30 Calendar Days of receipt	§ 5.10.1 of ETU IA § 7.5 of ETU IP
15C	Provide comments on initial design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE	Interconnecting Transmission Owner	<u>If applicable,</u> <del>W</del> within 30 Calendar Days of receipt	§ 5.10.1 of ETU IA § 7.5 of ETU IP
16A	Provide final design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the first terminal position to Interconnecting	Interconnection Customer	90 Calendar Days prior to Trial Operation Date	§ 5.10.1 of ETU IA § 7.5 of ETU IP

	Transmission Owner(s)			
<del>16B</del>	<del>Provide final design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the first terminal position to Interconnecting Transmission Owner(s)</del>	<del>Interconnection Customer</del>	<del>90 Calendar Days prior to Trial Operation Date</del>	<del>§ 5.10.1 of ETU IA § 7.5 of ETU IP</del>
16 <u>B</u> <del>E</del>	Provide final design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE, to the Interconnecting Transmission Owner	Interconnection Customer	<u>If applicable</u> , 90 Calendar Days prior to Trial Operation Date	§ 5.10.1 of ETU IA § 7.5 of ETU IP
17A	Provide comments on final design, engineering and specification for Interconnection Customer's	Interconnecting Transmission Owner	Within 30 Calendar Days of receipt	§ 5.10.1 of ETU IA § 7.5 of ETU IP

	Interconnection Facilities associated with the first terminal position			
<del>17B</del>	<del>Provide comments on final design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the first terminal position</del>	<del>Interconnecting Transmission Owner</del>	<del>Within 30 Calendar Days of receipt</del>	<del>§ 5.10.1 of ETU IA § 7.5 of ETU IP</del>
17 <u>B</u>	Provide comments on final design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE	Interconnecting Transmission Owner	<u>If applicable,</u> <del>W</del> within 30 Calendar Days of receipt	§ 5.10.1 of ETU IA § 7.5 of ETU IP
18A	Deliver to Transmission Owner “as built” drawings, information and documents regarding Interconnection Customer's	Interconnection Customer	Within 120 Calendar Days of Commercial Operation date	§ 5.10.3 of ETU IA



	Interconnection Facilities associated with the first terminal position			
18B	Deliver to Transmission Owner “as built” drawings, information and documents regarding Interconnection Customer’s Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE	Interconnection Customer	<u>If applicable,</u> <del>W</del> within 120 Calendar Days of Commercial Operation date	§ 5.10.3 of ETU IA
19A	Provide protective relay settings associated with the first terminal position to the Interconnecting Transmission Owner for coordination and verification	Interconnection Customer	At least 90 Calendar Days prior to Trial Operation Date	§§ 5.10.1 of ETU IA
19B	Provide protective relay settings associated with the second terminal position, if it is internal to ISO-NE, to the Interconnecting Transmission Owner	Interconnection Customer	<u>If applicable,</u> <del>A</del> at least 90 Calendar Days prior to Trial Operation Date	§§ 5.10.1 of ETU IA

	for coordination and verification			
20A	Commencement of construction of Interconnection Facilities associated with the first terminal position	Interconnecting Transmission Owner(s)	As may be agreed to by the Parties	§ 5.6 of ETU IA
20B	Commencement of construction of Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE	Interconnecting Transmission Owner(s)	<u>If applicable,</u> <del>As</del> may be agreed to by the Parties	§ 5.6 of ETU IA
21	Submit updated data “as purchased”	Interconnection Customer	No later than 180 Calendar Days prior to Trial Operation Date	§ 24.3 of ETU IA
22A	In Service Date of first terminal position	Interconnection Customer	Same as Interconnection Request unless subsequently modified	§ 3.3.1 and 4.4.5 of ETU IP, § 5.1 of ETU IA
22B	In Service Date of second terminal position	Interconnection Customer	<u>If applicable,</u> <del>Same</del> as Interconnection Request unless subsequently modified	§ 3.3.1 and 4.4.5 of ETU IP, § 5.1 of ETU IA

23	Trial Operation Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	§ 3.3.1, 4.4.4, 4.4.5, and 7.5 of ETU IP
24A	Submit supplemental and/or updated data – “as built/as-tested” associated with first terminal position	Interconnection Customer	Prior to Commercial Operation Date	§ 24.4 of ETU IA
24B	Submit supplemental and/or updated data – “as built/as-tested” associated with second terminal position	Interconnection Customer	<u>If applicable,</u> <del>P</del> prior to Commercial Operation Date	§ 24.4 of ETU IA
25	Commercial Operation Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	§ 3.3.1, 4.4.4, 4.4.5, and 7.5 of ETU IP
26A	Deliver to Interconnection Customer “as built” drawings, information and documents regarding Interconnecting Transmission Owner’s Interconnection Facilities associated with first terminal position	Interconnecting Transmission Owner	If requested, within 120 Calendar Days after Commercial Operation Date	§ 5.11 of ETU IA

26B	Deliver to Interconnection Customer “as built” drawings, information and documents regarding Interconnecting Transmission Owner’s Interconnection Facilities associated with the second terminal position	Interconnecting Transmission Owner	If requested <u>and applicable</u> , within 120 Calendar Days after Commercial Operation Date	§ 5.11 of ETU IA
27A	Provide Interconnection Customer final cost invoices associated with first terminal position	Interconnecting Transmission Owner	Within 6 months of completion of construction of Interconnecting Transmission Owner Interconnection Facilities and Network Upgrades	§ 12.2 of ETU IA
27B	Provide Interconnection Customer final cost invoices associated with the second terminal position, if it is internal to ISO-NE	Interconnecting Transmission Owner	<u>If applicable</u> , <del>W</del> within 6 months of completion of construction of Interconnecting Transmission Owner Interconnection	§ 12.2 of ETU IA

			Facilities and Network Upgrades	
<u>28</u>	<u>Interconnection Customer with qualifying regulatory limitations must demonstrate 100% Site Control by or the ETU IA may be terminated per Article 17 (Default) of this ETU IA and the Interconnection Customer may be subject to Withdrawal Penalties per Section 3.7.1.1 of the System Operator's ETU IP (Calculation of the Withdrawal Penalty).</u>	<u>Interconnection Customer</u>	<u>180 days from the effective date of this ETU IA</u>	

- 3. Milestones Applicable Solely for CNI Interconnection Service ~~and Long Lead Facility Treatment~~.** In addition to the Milestones above, for projects that achieve a Capacity Supply Obligation prior to September 4, 2024, the following Milestones apply to Interconnection Customers requesting CNI Interconnection Service ~~and/or Long Lead Facility Treatment~~:

Item No.	Milestone Description	Responsible Party	Date	ETU IP/ETU IA Reference
<del>1</del>	<del>If Long Lead Facility, all dates by which Critical Path Schedule upgrades will be submitted to System Operator (end date for New Capacity Show of Interest Submission)</del>	<del>Interconnection Customer</del>		<del>§ 3.2.3 of ETU IP</del>
<del>2</del>	<del>If Long Lead Facility, dates by which Long Lead Facility Deposits will be provided to System Operator (each deadline for which New Generating Capacity Resource would be required to provide financial assurance under § III.13.1.9 of the Tariff)</del>	<del>Interconnection Customer</del>		<del>§ 3.2.3 of ETU IP</del>
<del>3</del>	<del>If Long Lead Facility, Capacity Commitment Period (not to exceed the Commercial Operation Date)</del>	<del>Interconnection Customer</del>		<del>§ 1 and 3.2 of ETU IP</del>
<del>4</del> <u>1</u>	Counterparty to submit necessary requests for participation in the Forward Capacity Auction associated with the Elective Transmission Upgrade's requested Commercial Operation Date, in accordance with Section III.13 of the Tariff	Interconnection Customer		§ 3.2.1.3 of ETU IP
<del>5</del> <u>2</u>	Participate in a CNR Group Study	Interconnection Customer		§ 3.2.1.3 of ETU IP
<del>6</del> <u>3</u>	Counterparty to qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff	Interconnection Customer		§ 3.2.1.3 of ETU IP
<del>7</del> <u>4</u>	Complete a re-study of the applicable Interconnection Study to determine the cost responsibility for facilities and	System Operator		§ 3.2.1.3 of ETU IP

	upgrades necessary to accommodate the Interconnection Request based on the results of the Forward Capacity Auction or Reconfiguration Auction or bilateral transaction through which the Interconnection Customer's counterparty received a Capacity Supply Obligation			
--	--	--	--	--

## APPENDIX C TO ETU IA

### Interconnection Details

#### 1. Description of Interconnection:

This Interconnection Agreement is for an *(insert either Internal ETU or External ETU description from Article 1 of Appendix I)*

The ETU consists of *(insert description from Article 2 of Appendix I)*:

The External Elective Transmission Upgrade that is controllable Merchant Transmission Facility or Other Transmission Facility shall receive *(enter N/A for other ETUs)*:

Network Import Interconnection Service solely for the NI Capability of *[insert amount]* MWs.

Capacity Network Import Interconnection Service for: (i) the NI Capability of *[insert amount]* MWs; and (ii) the CNI Capability of *[insert amount]* MWs.

#### 2. Detailed Description of the Elective Transmission Upgrade:

*[Insert any other description relating to the Elective Transmission Upgrade, including updates to all the technical data included on Attachment A to Appendix I.]*

#### 3. Other Description of Interconnection Plan and Facilities associated with the Elective Transmission Upgrade:

#### 4. Other Description of Interconnection Plan and Facilities associated with the first interconnection location:



5. Other Description of Interconnection Plan and Facilities associated with the second interconnection location (if, applicable):

## **APPENDIX D TO ETU IA**

### **Security Arrangements Details**

Infrastructure security of the New England Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day New England Transmission System reliability and operational security. The Commission will expect System Operator, Interconnecting Transmission Owners, market participants, and Interconnection Customers interconnected to the New England Transmission System to comply with the recommendations offered by the Critical Infrastructure Protection Committee and, eventually, best practice recommendations from NERC. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

**APPENDIX E TO ETU IA**  
**Commercial Operation Date**

This Appendix E is a part of the ETU IA between System Operator Interconnecting, Transmission Owner and Interconnection Customer.

[Date]

[Interconnecting Transmission Owner; Address]  
[to be supplied]

Transmission ~~Strategy &~~ Services  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841

Re: \_\_\_\_\_ Elective Transmission Upgrade

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

On [Date] [Interconnection Customer] has completed Trial Operation of [Elective Transmission Upgrade]. This letter confirms that [Interconnection Customer] commenced commercial operation of [Elective Transmission Upgrade], effective as of [Date plus one day].

Thank you.

[Signature]  
[Interconnection Customer Representative]

## APPENDIX F TO ETU IA

### Addresses for Delivery of Notices and Billings Notices:

System Operator:

Transmission ~~Strategy &~~ Services  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841

With copy to:  
Billing Department  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841

Interconnecting Transmission Owner:

*[To be supplied.]*

Interconnection Customer:

*[To be supplied.]*

### Billings and Payments:

System Operator:

Transmission ~~Strategy &~~ Services  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841

With copy to:

Billing Department  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841

Interconnecting Transmission Owner:

*[To be supplied.]*

Interconnection Customer:

*[To be supplied.]*

**Alternative Forms of Delivery of Notices (telephone, facsimile or email):**

System Operator:

Facsimile: (413) 540-4203

E-mail: [geninterconn@iso-ne.com](mailto:geninterconn@iso-ne.com)

With copy to:

Facsimile: (413) 535-4024

E-mail: [billingdept@iso-ne.com](mailto:billingdept@iso-ne.com)

Interconnecting Transmission Owner:

*[To be supplied.]*

Interconnection Customer:

*[To be supplied.]*

DUNS Numbers:

Interconnection Customer: [To be supplied]

Interconnecting Transmission Owner: [To be supplied]

## **ATTACHMENT 2**

## **II.19 Study Procedures For Regional Network Service Requests**

**II.19.1 Notice of Need for Cluster Study Evaluation:** After receiving a request for service, the ISO shall review the effect of the requested service on the reliability requirements to meet existing and pending obligations of any affected Transmission Owner(s) and on the obligations of the particular PTO(s) whose PTF facilities will be impacted by the proposed service and shall determine on a non-discriminatory basis whether evaluation as part of a Cluster Study is needed. If the ISO determines that evaluation as part of a Cluster Study is necessary to accommodate the requested service, it shall as soon as practicable so inform the Eligible Customer and any affected Transmission Owner(s), and so inform the PTO(s) if a portion of the Cluster Study evaluation of an RNS request is to be performed by the PTO(s). If the likely result of the study is that a Direct Assignment Facility will be required, the study shall be performed by the affected PTO(s), subject to review by the ISO. For a service request to remain a Completed Application, the Eligible Customer shall execute a Cluster Study Agreement and return it to the ISO during the next Cluster Request Window together with the study and Commercial Readiness deposits and technical data required of new requests for NR Interconnection Service by Schedule 22 (for requests greater than 20 MW) and Schedule 23 (for requests of up to 20 MW). If the Eligible Customer elects not to execute a Cluster Study Agreement, its Application shall be deemed withdrawn and its deposit (less the reasonable administrative costs incurred by the ISO and any affected Transmission Owner(s)) shall be returned with Interest.

**II.19.2 Facilities Study Procedures:** If a Cluster Study indicates that additions or upgrades to the PTF are needed to supply the Eligible Customer's service or to mitigate indirect impacts on the MTF or OTF facilities, the Facilities Study Procedures in Schedules 22 and 23 will apply.

**II.19.3 Penalties for Failure to Meet Study Deadlines:** Regional Network Service Requests that require evaluation as part of a Cluster Study shall be subject to the deadlines described in Sections 3.5.2.1, 3.5.2.2, and 3.5.2.3 of Schedule 22 and the penalty provisions described in Section 3.9 of Schedule 22.

### **II.19.4 Additional Provisions Regarding Regional Network Service Studies:**

- (a) Cluster Study Process and Procedures: For all Regional Network Service Requests that require Cluster Study evaluation, the Eligible Customer and the ISO shall follow the process and procedures set forth in Schedule 22 with respect to the performance of the Cluster Study and the Facilities Study, except that:

(i) In the event that ISO determines that additions or upgrades to the PTF, OTF, or MTF are required to accommodate the requests for Regional Network Service that are studied as part of a Cluster, the costs of the additions or upgrades will be allocated to each Eligible Customer whose request was studied as part of the Cluster in a manner consistent with the means by which costs for Generating Facility related upgrades are allocated through Schedule 11 of the OATT.

(ii) At the request of a Transmission Customer whose Regional Network Service request was studied as part of a Cluster, the ISO shall provide a non-binding estimate of the Incremental ARRs, if any, resulting from the construction of new facilities based on the Transmission Customer's share of the costs of the new facilities. The Transmission Customer shall be responsible for the cost of any study required to determine the Incremental ARRs.



## **II.34 Study Procedures For Through or Out Service Requests**

**II.34.1 Notice of Need for Cluster Study Evaluation:** After receiving a request for Through or Out Service (a “Study Request”), the ISO will review the effect of the proposed service on the reliability requirements to meet existing and pending obligations of the Transmission Customers, and the obligations of any affected Transmission Owner(s) whose facilities will be impacted by the proposed service and determine on a non-discriminatory basis whether evaluation as part of a Cluster Study is needed. Before a Study Request is evaluated, the Eligible Customer shall execute a Cluster Study Agreement and return it to the ISO during the next Cluster Request Window together with the study and Commercial Readiness deposits and technical data required for new requests for NR Interconnection Service by Schedule 22 (for requests greater than 20 MW) and Schedule 23 (for requests of up to 20 MW) of this OATT. If the Eligible Customer elects not to execute a Cluster Study Agreement, its request shall be deemed withdrawn and its deposit (less the reasonable administrative costs incurred by the ISO and any affected Transmission Owner(s) in connection with the Application), will be returned with Interest.

**II.34.2 Facilities Study Procedures:** If a Cluster Study indicates that additions or upgrades to the PTF or indirectly affected MTF or OTF are needed to accommodate the Eligible Customer’s Request, the Facilities Study Procedures in Schedules 22, 23, and 25 of this OATT will apply.

**II.34.3 Facilities Study Modifications:** Any change in design arising from inability to site or construct proposed facilities will require development of a revised good faith estimate. New good faith estimates also will be required in the event of new statutory or regulatory requirements that are effective before the completion of construction or other circumstances beyond the control of the affected Transmission Owners or other entities that are responsible for the construction of the new facilities or upgrades and that significantly affect the final cost of the new facilities or upgrades to be charged to the Eligible Customer pursuant to the provisions of this OATT.

**II.34.4 Due Diligence in Completing New Facilities:** The ISO will use due diligence to designate PTOs or other entities to add necessary facilities or upgrade the PTF, MTF or OTF within a reasonable time. A PTO or other entity will have no obligation to upgrade its existing or planned transmission system if doing so would impair system reliability or otherwise impair or degrade existing firm service. Nothing in this OATT shall be deemed to create an obligation to build upgrades that an entity does not otherwise have by contract, law or regulation.

**II.34.5 Penalties for Failure to Meet Study Deadlines:** Through or Out Service Requests that require evaluation as part of a Cluster Study shall be subject to the deadlines described in Sections 3.5.2.1, 3.5.2.2, and 3.5.2.3 of Schedule 22 of this OATT and the penalty provisions described in Section 3.9 of Schedule 22 of this OATT.

**II.34.6 Additional Provisions Regarding Through or Out Service Studies:**

- (a) Cluster Study Process and Procedures: For all Through or Out Service Requests that require Cluster Study evaluation, the Eligible Customer and the ISO shall follow the process and procedures set forth in Schedule 22 of this OATT with respect to the performance of the Cluster Study and the Facilities Study, except that:
  - (i) In the event that ISO determines that additions or upgrades to the PTF, OTF, or MTF are required to accommodate the requests for Through or Out Service that are studied as part of a Cluster, the costs of the additions or upgrades will be allocated to each Eligible Customer whose request was studied as part of the Cluster in a manner that Generator Interconnection Related Upgrades are allocated in Schedule 11 of the OATT.

## **SCHEDULE 23**

### **SMALL GENERATOR INTERCONNECTION PROCEDURES**

## **TABLE OF CONTENTS**

SECTION 1.	DEFINITIONS
SECTION 2.	SCOPE, APPLICATION AND TIME REQUIREMENTS.
2.1	Application of Standard Small Generator Interconnection Procedures.
2.2	Comparability
2.3	Base Case Data
2.4	No Applicability to Transmission Service
2.5	Time Requirements
SECTION 3.	INTERCONNECTION REQUESTS
3.1	General
3.2	Type of Interconnection Services
3.3	Utilization of Surplus Interconnection Service
3.4	Valid Interconnection Request
3.5	OASIS Posting
3.6	Coordination with Internal Affected Systems
3.7	Withdrawal
3.8	Identification of Contingent Facilities
SECTION 4.	INTERCONNECTION REQUEST EVALUATION PROCESS
4.1	Queue Position
4.2	General Study Process
4.3	Transferability of Queue Position
4.4	Modifications
SECTION 5.	PROCEDURES FOR TRANSITION
5.1	Procedures for Transitioning to the Cluster Study Process
5.2	Grandfathering
5.3	New System Operator or Interconnecting Transmission Owner
SECTION 6.	INTERCONNECTION INFORMATION ACCESS
6.1	Publicly Posted Interconnection Information
6.2	Pre-Application for Small Generators
SECTION 7.	CLUSTER STUDY
7.1	Cluster Study Agreement
7.2	Execution of Interconnection Cluster Study Agreement

7.3	Scope of Cluster Study
7.4	Cluster Study Procedures
7.5	Cluster Study Restudies
7.6	Operational Readiness
SECTION 8.	INTERCONNECTION FACILITIES STUDY
8.1	Interconnection Facilities Study Agreement
8.2	Scope of Interconnection Facilities Study
8.3	Interconnection Facilities Study Procedures
8.4	Meeting with Parties
8.5	Re-Study
SECTION 9.	AFFECTED SYSTEM STUDY
9.1	Applicability
9.2	Response to Notifications
9.3	Affected System Queue Position
9.4	Affected System Study Agreement/Multiparty Affected System Study Agreement
9.5	Execution of Affected System Study Agreement/Multiparty Affected System Study Agreement
9.6	Scope of Affected System Study
9.7	Affected System Study Procedures
9.8	Results Meeting
9.9	Affected System Cost Allocation
9.10	Tender of Affected Systems Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement
9.11	Restudy
SECTION 10.	OPTIONAL INTERCONNECTION STUDY
10.1	Optional Interconnection Study Agreement
10.2	Scope of Optional Interconnection Study
10.3	Optional Interconnection Study Procedures
10.4	Meeting with Parties
10.5	Interconnection Agreement Developed Based on Optional Interconnection Study
SECTION 11.	STANDARD SMALL GENERATOR INTERCONNECTION AGREEMENT (SGIA)
11.1	Tender
11.2	Negotiation

11.3 Evidence to be Provided by Interconnection Customer; Execution and Filing of SGIA

11.4 Commencement of Interconnection Activities

SECTION 12. CONSTRUCTION OF INTERCONNECTING TRANSMISSION OWNER  
INTERCONNECTION FACILITIES AND NETWORK UPGRADES

12.1 Schedule

12.2 Construction Sequencing

SECTION 13. MISCELLANEOUS

13.1 Confidentiality

13.2 Delegation of Responsibility

13.3 Obligation for Study Costs

13.4 Third Parties Conducting Studies

13.5 Disputes

13.6 Local Furnishing Bonds

13.7 Engineering & Procurement ("E&P") Agreement

## **APPENDICES TO SGIP**

APPENDIX 1 INTERCONNECTION REQUEST

APPENDIX 2 CLUSTER STUDY AGREEMENT

APPENDIX 3 INTERCONNECTION FACILITIES STUDY AGREEMENT

APPENDIX 4 OPTIONAL INTERCONNECTION STUDY AGREEMENT

APPENDIX 5 TRANSITIONAL CLUSTER STUDY AGREEMENT

APPENDIX 6 TRANSITIONAL SERIAL INTERCONNECTION FACILITIES STUDY  
AGREEMENT

APPENDIX 7 TWO-PARTY AFFECTED SYSTEM STUDY AGREEMENT

APPENDIX 8 MULTIPARTY AFFECTED SYSTEM STUDY AGREEMENT

APPENDIX 9 TWO-PARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT

APPENDIX 10 MULTIPARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT

APPENDIX 11 STANDARD SMALL GENERATOR INTERCONNECTION AGREEMENT (SGIA)

## **SECTION I. DEFINITIONS**

The definitions contained in this section are intended to apply in the context of the generator interconnection process provided for in this Schedule 23 (and its appendices). To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for purposes of generator interconnections under this Schedule 23. Capitalized terms in Schedule 23 that are not defined in this Section I shall have the meanings specified in Section I.2.2 of the Tariff.

**Administered Transmission System** shall mean the PTF and the Non-PTF.

**Adverse System Impact** shall mean any significant negative effects on the stability, reliability or operating characteristics of the electric system.

**Affected Party** shall mean the entity that owns, operates or controls an Affected System, or any other entity operating outside of the New England Control Area that otherwise may be a necessary party to the interconnection process.

**Affected System** shall mean any electric system that is outside the New England Control Area that may be affected by the proposed interconnection.

**Affected System Facilities Construction Agreement** shall mean the agreement contained in Appendix 9 to this SGIP that is made between Interconnecting Transmission Owner and Affected System Interconnection Customer to facilitate the construction of and to set forth cost responsibility for necessary Affected System Network Upgrades on the New England Transmission System.

**Affected System Interconnection Customer** shall mean any entity that submits an interconnection request for a generating facility to a transmission system outside of the New England Control Area that may cause the need for Affected System Network Upgrades on the New England Transmission System.

**Affected System Network Upgrades** shall mean the additions, modifications, and upgrades to New England Transmission System required to accommodate Affected System Interconnection Customer's proposed interconnection to a transmission system other than New England-Transmission System.



**Affected System Operator** shall mean the entity that operates an Affected System.

**Affected System Queue Position** shall mean the queue position of an Affected System Interconnection Customer in System Operator's interconnection queue relative to System Operator's Interconnection Customers' Queue Positions.

**Affected System Study** shall mean the evaluation of Affected System Interconnection Customers' proposed interconnection(s) to a transmission system outside the New England Control Area that have an impact on the New England-Transmission System, as described in Section 9 of this SGIP.

**Affected System Study Agreement** shall mean the agreement contained in Appendix 7 to this SGIP that is made between System Operator and Affected System Interconnection Customer to conduct an Affected System Study pursuant to Section 9 of this SGIP.

**Affected System Study Report** shall mean the report issued following completion of an Affected System Study pursuant to Section 9.7 of this SGIP.

**Affiliate** shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

**Applicable Laws and Regulations** shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Applicable Reliability Council** shall mean the reliability council applicable to the New England Control Area.

**Applicable Reliability Standards** shall mean the requirements and guidelines of NERC, the NPCC and the New England Control Area, including publicly available local reliability requirements of Interconnecting Transmission Owners or other Affected Parties or Internal Affected Parties.

**At-Risk Expenditure** shall mean money expended for the development of the Generating Facility that cannot be recouped if Interconnection Customer were to withdraw the Interconnection Request for the Generating Facility. At-Risk Expenditure may include, but is not limited to, money expended on: (i) costs of federal, state, local, regional and town permits, (ii) Site Control, (iii) site-specific design and surveys, (iv) construction activities, and (v) non-refundable deposits for major equipment components. For purposes of this definition, At-Risk Expenditure shall not include costs associated with the Interconnection Studies.

**Base Case** shall have the meaning specified in Section 2.3.

**Base Case Data** shall mean the Base Case power flow, short circuit, and stability data bases used for the Interconnection Studies by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements.

**Breach** shall mean the failure of a Party to perform or observe any material term or condition of the Standard Small Generator Interconnection Agreement.

**Breaching Party** shall mean a Party that is in Breach of the Standard Small Generator Interconnection Agreement.

**Calendar Day** shall mean any day including Saturday, Sunday or a Federal Holiday.

**Capacity Capability Interconnection Standard (“CC Interconnection Standard”)** shall mean the criteria required to permit Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service, and in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resources or Elective

Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

**Capacity Network Resource (“CNR”)** shall mean that portion of a Generating Facility that is interconnected to the Administered Transmission System under the Capacity Capability Interconnection Standard.

**Capacity Network Resource Capability (“CNR Capability”)** shall mean the MW quantity associated with CNR Interconnection Service, calculated as described in Section II.48 of the Tariff.

**Capacity Network Resource Group Study (“CNR Group Study”)** shall mean the study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.

**Capacity Network Resource Interconnection Service (“CNR Interconnection Service”)** shall mean the Interconnection Service selected by Interconnection Customer to interconnect its Small Generating Facility with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard. An Interconnection Customer’s CNR Interconnection Service shall be for the megawatt amount of CNR Capability. CNR Interconnection Service does not in and of itself convey transmission service.

**Cluster** shall mean a group of one or more Interconnection Requests that are studied together for the purpose of conducting a Cluster Study, Cluster Interconnection System Impact Study, and Cluster Interconnection Facilities Study.

**Cluster Enabling Transmission Upgrade (“CETU”)** shall mean new significant transmission line infrastructure that consists of AC transmission lines and related terminal equipment having a nominal voltage rating at or above 115 kV or HVDC transmission lines and HVDC terminal equipment that is identified through the Clustering Enabling Transmission Upgrade Regional Planning Study conducted in accordance with Attachment K, Section II of the Tariff. The CETU shall be considered part of a Generator Interconnection Related Upgrade and be categorized as Interconnection Facilities or Network Upgrades.

**Cluster Enabling Transmission Upgrade Regional Planning Study (“CRPS”)** shall mean a study conducted by the System Operator under Attachment K, Section II of the Tariff to identify the Cluster Enabling Transmission Upgrade and associated system upgrades to enable the interconnection of Interconnection Requests for which the conditions identified in Section 4.2.1 have been triggered.

**Cluster Interconnection Facilities Study (“CFAC”)** shall mean an Interconnection Facilities Study performed using Clustering pursuant to Section 4.2.4.

**Cluster Interconnection System Impact Study (“CSIS”)** shall mean an Interconnection System Impact Study performed using Clustering pursuant to Section 4.2.3.

**CETU Participation Deposit** shall mean a Commercial Readiness Deposit as described in Section 4.2.

**Cluster Request Window** shall mean the time period set forth in Section 3.4.1 of this SGIP.

**Cluster Restudy** shall mean a restudy of a Cluster Study conducted pursuant to Section 7.5 of this SGIP.

**Cluster Restudy Report Meeting** shall mean the meeting held to discuss the results of a Cluster Restudy pursuant to Section 7.5 of this SGIP.

**Cluster Restudy Report** shall mean the report issued following completion of a Cluster Restudy pursuant to Section 7.5 of this SGIP.

**Cluster Study** shall mean the evaluation of one or more Interconnection Requests within a Cluster as described in Section 7 of this SGIP.

**Cluster Study Agreement** shall mean the agreement contained in Appendix 2 to this SGIP for conducting the Cluster Study.

**Cluster Study Process** shall mean the following processes, conducted in sequence: the Cluster Request Window; the Customer Engagement Window and Scoping Meetings therein; the Cluster Study; any needed Cluster Restudies; and the Interconnection Facilities Study.

**Cluster Study Report** shall mean the report issued following completion of a Cluster Study pursuant to Section 7 of this SGIP.

**Cluster Study Report Meeting** shall mean the meeting held to discuss the results of a Cluster Study pursuant to Section 7 of this SGIP.

**Clustering** shall mean the process whereby one or more Interconnection Requests are studied together, instead of serially, as described in Sections 4.2.3, 4.2.4, and 7 of this SGIP.

**Commercial Operation** shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

**Commercial Operation Date** of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Attachment 7 to the Standard Small Generator Interconnection Agreement.

**Commercial Readiness Deposit** shall mean a deposit paid as set forth in Sections 3.4.2, 4.4.2, 5.1.1.3, 7.5, and 8.1 of this SGIP.

**Confidential Information** shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise. Confidential Information shall include, but not be limited to, information that is confidential pursuant to the ISO New England Information Policy.

**Contingent Facilities** shall mean those unbuilt Interconnection Facilities and Network Upgrades associated with an Interconnection Request with a higher Queue Position or a transmission project that is planned or proposed for the New England Transmission System upon which the Interconnection Request's costs, timing, and study findings are dependent, and if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing.

**Customer Engagement Window** shall mean the time period set forth in Section 3.4.5 of this SGIP.

**Default** shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 7.6 of the Standard Small Generator Interconnection Agreement.

**Dispute Resolution** shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

**Distribution System** shall mean the Interconnecting Transmission Owner's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.

**Distribution Upgrades** shall mean the additions, modifications, and upgrades to the Interconnecting Transmission Owner's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

**Effective Date** shall mean the date on which the Standard Small Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission or if filed unexecuted, upon the date specified by the Commission.

**Emergency Condition** shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, Interconnecting Transmission Owner's Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Standard Small Generator Interconnection Agreement to possess black start capability.

**Engineering & Procurement (“E&P”) Agreement** shall mean an agreement that authorizes Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party or Internal Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

**Environmental Law** shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

**Federal Power Act** shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

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

**Generating Facility** shall mean Interconnection Customer’s device(s) for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include Interconnection Customer’s Interconnection Facilities.

**Governmental Authority** shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affiliate thereof.

**Hazardous Substances** shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning

and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

**Initial Synchronization Date** shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

**In-Service Date** shall mean the date upon which Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner's Interconnection Facilities to obtain back feed power.

**Interconnecting Transmission Owner** shall mean a Transmission Owner that owns, leases or otherwise possesses an interest, or a Non-Incumbent Transmission Developer that is not a Participating Transmission Owner that is constructing, a portion of the Administered Transmission System at the Point of Interconnection and shall be a Party to the Standard Small Generator Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator.

**Interconnecting Transmission Owner's Interconnection Facilities** shall mean all facilities and equipment owned, controlled, or operated by Interconnecting Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Attachment 2 to the Standard Small Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Interconnecting Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Interconnection Customer** shall mean any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Generating Facility with the Administered Transmission System under this SGIP.

**Interconnection Customer's Interconnection Facilities** shall mean all facilities and equipment, as identified in Attachment 2 of the Standard Small Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Administered Transmission System. Interconnection Customer's



Interconnection Facilities may be sole use facilities or subject to shared use pursuant to arrangements filed with and approved by the Commission.

**Interconnection Facilities** shall mean Interconnecting Transmission Owner's Interconnection Facilities and Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Administered Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Interconnection Facilities Study** shall mean a study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Cluster Study, Cluster Restudy, or the Cluster Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Administered Transmission System. The scope of the study is defined in Section 8 of this SGIP.

**Interconnection Facilities Study Agreement** shall mean the form of agreement contained in Appendix 3 of this SGIP for conducting the Interconnection Facilities Study.

**Interconnection Facilities Study Report** shall mean the report issued following completion of an Interconnection Facilities Study pursuant to Section 8 of this SGIP.

**Interconnection Request** shall mean an Interconnection Customer's request, in the form of Appendix 1 to this SGIP, in accordance with the Tariff, to: (i) interconnect a new Generating Facility to the Administered Transmission System as either a CNR or a NR; (ii) make a Material Modification to a proposed Generating Facility with an outstanding Interconnection Request; (iii) increase the energy capability or capacity capability of an existing Generation Facility; (iv) make a Material Modification to the design or operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected with the Administered Transmission System; (v) commence participation in the wholesale markets by an existing Generating Facility that is interconnected with the Administered Transmission System; or (vi) change from NR Interconnection Service to CNR Interconnection Service

for all or part of a Generating Facility's capability. Interconnection Request shall not include a request to interconnect a Qualifying Facility (as defined by the Public Utility Regulatory Policies Act, as amended by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying Facility's owner intent is to sell 100% of the Qualifying Facility's output to its interconnected electric utility.

**Interconnection Service** shall mean the service provided by the System Operator, and the Interconnecting Transmission Owner, associated with interconnecting Interconnection Customer's Generating Facility to the Administered Transmission System and enabling the receipt of electric energy capability and/or capacity capability from the Generating Facility at the Point of Interconnection, pursuant to the terms of the SGIA and, if applicable, the Tariff.

**Interconnection Study** shall mean any of the following studies: the Cluster Interconnection System Impact Study, the Cluster Study, Cluster Interconnection Facilities Study the Cluster Restudy, the Surplus Interconnection Service Study, the Interconnection Facilities Study, the Affected System Study, Optional Interconnection Study, and Material Modification assessment, and the Optional Interconnection Study described in this SGIP.

**Interconnection Study Agreement** shall mean any of the following agreements: the Affected System Study Agreement, Cluster Study Agreement, the Interconnection Facilities Study Agreement, and the Optional Interconnection Study Agreement attached to this SGIP.

**Internal Affected Party** shall mean the entity that owns, operates or controls an Internal Affected System, or any other entity operating within the New England Control Area that otherwise may be a necessary party to the interconnection process.

**Internal Affected System** shall mean any electric system that is within the New England Control Area, including, but not limited to, generator owned facilities that may be affected by the proposed interconnection.

**IRS** shall mean the Internal Revenue Service.

**Small Generating Facility** shall mean a Generating Facility having a maximum gross capability at or above zero degrees F of more 20 MW or less.

**SGIA Deposit** shall mean the deposit Interconnection Customer submits when returning the executed SGIA, or within ten (10) Business Days of requesting that the SGIA be filed unexecuted at the Commission, in accordance with Section 11.3 of this SGIP.

**Loss** shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from another Party's performance, or non-performance of its obligations under the Standard Small Generator Interconnection Agreement on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnifying Party.

**Major Permits** shall be as defined in Section III.13.1.1.2.2.2(a) of the Tariff.

**Material Modification** shall mean: (i) except as expressly provided in Section 4.4.1, those modifications to the Interconnection Request, including any of the technical data provided by Interconnection Customer in Appendix 1, Attachment A (and Attachment A-1, if applicable) to the Interconnection Request or to the interconnection configuration, requested by Interconnection Customer, that either require significant additional study of the same Interconnection Request and could substantially change the interconnection design, or have a material impact (*i.e.*, an evaluation of the proposed modification cannot be completed in less than ten (10) Business Days) on the cost or timing of any Interconnection Studies or upgrades associated with an Interconnection Request with an equal or later Queue Position; (ii) a change to the design or operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected with the Administered Transmission System that may have a significant adverse effect on the reliability or operating characteristics of the New England Transmission System; or (iii) a delay to the Commercial Operation Date, In-Service Date, or Initial Synchronization Date of greater than three (3) years where the reason for delay is unrelated to construction schedules or permitting which delay is beyond Interconnection Customer's control.

**Metering Equipment** shall mean all metering equipment installed or to be installed at the Generating Facility pursuant to the Standard Small Generator Interconnection Agreement at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics. Any metering necessitated by the use of the Small Generating Facility shall be installed at Interconnection

Customer's expense in accordance with Commission, state, or local regulatory requirements and with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**Multiparty Affected System Facilities Construction Agreement** shall mean the agreement contained in Appendix 12 to this SGIP that is made among Interconnecting Transmission Owner and multiple Affected System Interconnection Customers to facilitate the construction of and to set forth cost responsibility for necessary Affected System Network Upgrades on the New England Transmission System.

**Multiparty Affected System Study Agreement** shall mean the agreement contained in Appendix 8 to this SGIP that is made among Interconnecting Transmission Owner, System Operator and multiple Affected System Interconnection Customers to conduct an Affected System Study pursuant to Section 9 of this SGIP.

**Network Capability Interconnection Standard ("NC Interconnection Standard")** shall mean the minimum criteria required to permit Interconnection Customer to interconnect a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

**Network Resource ("NR")** shall mean the portion of a Generating Facility that is interconnected to the Administered Transmission System under the Network Capability Interconnection Standard.

**Network Resource Capability ("NR Capability")** shall mean the MW quantity associated with NR Interconnection Service, calculated as described in Section II.48 of the Tariff.

**Network Resource Interconnection Service ("NR Interconnection Service")** shall mean the Interconnection Service selected by Interconnection Customer to interconnect its Generating Facility to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer's NR Interconnection Service shall be solely for the megawatt

amount of the NR Capability requested pursuant to Section 3.1 of this SGIP. NR Interconnection Service in and of itself does not convey transmission service.

**Network Upgrades** shall mean the additions, modifications, and upgrades to the New England Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection of the Small Generating Facility to the Administered Transmission System.

**Notice of Dispute** shall mean a written notice of a dispute or claim that arises out of or in connection with the Standard Small Generator Interconnection Agreement or its performance.

**Optional Interconnection Study** shall mean a sensitivity analysis based on assumptions specified by Interconnection Customer in the Optional Interconnection Study Agreement.

**Optional Interconnection Study Agreement** shall mean the form of agreement contained in Appendix 4 of this SGIP for conducting the Optional Interconnection Study.

**Party** shall mean the System Operator, Interconnection Customer and Interconnecting Transmission Owner or any combination of the above.

**Point of Change of Ownership** shall mean the point, as set forth in Attachment 2 to the Standard Small Generator Interconnection Agreement, where Interconnection Customer's Interconnection Facilities connect to the Interconnecting Transmission Owner's Interconnection Facilities.

**Point of Interconnection** shall mean the point, as set forth in Attachment 2 to the Standard Small Generator Interconnection Agreement, where the Interconnection Facilities connect to the Administered Transmission System.

**Proportional Impact Method** shall mean a technical analysis conducted by the System Operator in accordance with the criteria and parameters specified in the ISO New England Planning Procedures to determine the degree to which each Generating Facility in the Cluster Study contributes to the need for a specific System Network Upgrade.

**Provisional Interconnection Service** shall mean Network Resource Interconnection Service

provided by the System Operator, and the Interconnecting Transmission Owner, associated with interconnecting Interconnection Customer's Generating Facility to the Administered Transmission System and enabling the receipt of electric energy capability from the Generating Facility at the Point of Interconnection on a limited and temporary basis, pursuant to the terms of the Provisional Large Generator Interconnection Agreement and, if applicable, the Tariff.

**Provisional Large Generator Interconnection Agreement** shall mean the Interconnection Agreement for Provisional Interconnection Service established between the System Operator, the Interconnecting Transmission Owner, and Interconnection Customer. This agreement shall take the form of the Standard Small Generator Interconnection Agreement, modified for provisional purposes.

**Queue Position** shall mean the order of a valid request in the New England Control Area, relative to all other pending requests in the New England Control Area, that is established based upon the date and time of receipt of such request by the System Operator. Requests are comprised of interconnection requests for Generating Facilities, Elective Transmission Upgrades, and requests for transmission service.

**Reasonable Efforts** shall mean, with respect to an action required to be attempted or taken by a Party under the Standard Small Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Scoping Meeting** shall mean the meeting between representatives of System Operator, Interconnection Customer(s), Interconnecting Transmission Owner(s), or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, conducted for the purpose of discussing the proposed Interconnection Requests and any alternative interconnection options, exchanging information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, refining information and models provided by Interconnection Customer(s), discussing the Cluster Study materials posted to OASIS pursuant to Section 3.5 of this SGIP, and analyzing such information.

**Site Control** shall mean the exclusive -right to develop, construct, operate, and maintain the Generating Facility over the term of expected operation of the Generating Facility. Site Control of sufficient size to

construct and operate may be demonstrated by documentation establishing: (a) that Interconnection Customer is the owner in fee simple of the real property or holds an easement for which new interconnection is sought; (b) that Interconnection Customer holds a valid written leasehold or other contractual interest in the real property for which new interconnection is sought; (c) that Interconnection Customer holds a valid written option to purchase or a leasehold interest in the real property for which new interconnection is sought; (d) that Interconnection Customer holds a duly executed written contract to purchase, acquire an easement, a license or a leasehold interest in the real property for which new interconnection is sought; or (e) that Interconnection Customer has filed applications for required permits to site on federal or state property. System Operator will maintain acreage requirements for each Generating Facility type on its OASIS or public website.

**Stand Alone Network Upgrades** shall mean Network Upgrades that are not part of an Internal Affected System that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their construction. System Operator, Interconnection Customer, and Interconnecting Transmission Owner must agree as to what constitutes Stand Alone Network Upgrades and identify them in Attachment 2 to the Standard Small Generator Interconnection Agreement. If System Operator, Interconnecting Transmission Owner, and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, System Operator must provide Interconnection Customer a written technical explanation outlining why System Operator does not consider the Network Upgrade to be a Stand Alone Network Upgrade within fifteen (15) Business Days of its determination.

**Standard Small Generator Interconnection Agreement (“SGIA”)** shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Small Generating Facility, that is included in this Schedule 23 to the Tariff.

**Standard Small Generator Interconnection Procedures (“SGIP”)** shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Small Generating Facility that are included in this Schedule 23 to the Tariff.

**Study Case** shall have the meaning specified in Sections 7.3 and 7.5 of this SGIP.

**Substation Network Upgrade** shall mean Network Upgrades comprising breakers, bus positions, and associated equipment that are required at the substation located at the Point of Interconnection.

**Surplus Interconnection Service** shall mean a form of Interconnection Service that allows an Interconnection Customer to use any Unused Capability of Interconnection Service established in an Interconnection Agreement for an Generating Facility, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the same Point of Interconnection would remain the same.

**System Network Upgrades** shall mean Network Upgrades that are required beyond the substations located at the Point of Interconnection.

**System Protection Facilities** shall mean the equipment, including necessary signal protection communications equipment, required to protect (1) the New England Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the New England Transmission System or on other delivery systems or other generating systems to which the New England Transmission System is directly connected.

**Transitional Capacity Network Resource Group Study (“Transitional CNR Group Study”)** shall mean the study performed by the System Operator under Section III.13.1.1.2.3A of the Tariff and Section 5.1.1.3 of this SGIP.

**Transitional Cluster Study** shall mean an Interconnection Study evaluating a Cluster of Interconnection Requests during the transition to the Cluster Study Process, as set forth in Section 5.1.1.2 of this SGIP.

**Transitional Cluster Study Agreement** shall mean the agreement contained in Appendix 5 to this LGIP that is made between System Operator and Interconnection Customer to conduct a Transitional Cluster Study pursuant to Section 5.1.1.2 of this SGIP.

**Transitional Cluster Study Report** shall mean the report issued following completion of a Transitional Cluster Study pursuant to Section 5.1.1.2 of this SGIP.



**Transitional Serial Interconnection Facilities Study** shall mean an Interconnection Facilities Study evaluating an Interconnection Request on a serial basis during the transition to the Cluster Study Process, as set forth in Section 5.1.1.1 of this SGIP.

**Transitional Serial Interconnection Facilities Study Agreement** shall mean the agreement contained in Appendix 6 to this LGIP that is made between System Operator and Interconnection Customer to conduct a Transitional Serial Interconnection Facilities Study pursuant to Section 5.1.1.1 of this SGIP.

**Transitional Serial Interconnection Facilities Study Report** shall mean the report issued following completion of a Transitional Interconnection Facilities Study pursuant to Section 5.1.1.1 of this SGIP.

**Transitional Withdrawal Penalty** shall mean the penalty assessed by System Operator to Interconnection Customer that has entered the Transitional Cluster Study or Transitional Serial Interconnection Facilities Study and chooses to withdraw or is deemed withdrawn from System Operator's interconnection queue or whose Generating Facility does not otherwise reach Commercial Operation. The calculation of the Transitional Withdrawal Penalty is set forth in Sections 5.1.1.1 and 5.1.1.2 of this SGIP.

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

**Unused Capability** shall mean: (i) in the case of NR Interconnection Service at a Generating Facility with an executed Interconnection Agreement, the MW quantity as determined by the Original Interconnection Customer (as defined in Section 3.3 of the SGIP), not to exceed the Generating Facility's NR Interconnection Service as specified in its Interconnection Agreement; and (ii) in the case of CNR Interconnection Service at an existing, commercial Generating Facility, for Summer, the Summer CNR Capability as specified in its Interconnection Agreement minus the latest Summer Qualified Capacity, and for Winter, the Winter CNR Capability as specified in its Interconnection Agreement minus the latest Winter Qualified Capacity.

**Withdrawal Penalty** shall mean the penalty assessed by System Operator to an Interconnection Customer that chooses to withdraw or is deemed withdrawn from System Operator's interconnection queue or whose Generating Facility does not otherwise reach Commercial Operation. The calculation of the Withdrawal Penalty is set forth in Section 3.7.1 of this SGIP.

## **SECTION 2. SCOPE, APPLICATION AND TIME REQUIREMENTS.**

### **2.1 Application of Standard Small Generator Interconnection Procedures.**

The SGIP and SGIA shall apply to Interconnection Requests pertaining to Small Generating Facilities. Except as expressly provided in the SGIP and SGIA, nothing in the SGIP or SGIA shall be construed to limit the authority or obligations that the Interconnecting Transmission Owner or System Operator, as applicable, has with regard to ISO New England Operating Documents. Infrastructure security of the New England Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. The Commission expects the System Operator, Interconnecting Transmission Owners, market participants, and Interconnection Customers interconnected to the New England Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

### **2.2. Comparability.**

The System Operator shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this SGIP. The System Operator and Interconnecting Transmission Owner shall process and analyze Interconnection Requests from all Interconnection Customers, regardless of whether the Generating Facilities are owned by the Interconnecting Transmission Owner, its subsidiaries or Affiliates, or others.

### **2.3 Base Case Data.**

System Operator shall maintain Base Case power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists on a secured location on the System Operator's website. For the purposes of this provision, Base Case Data may include the electromagnetic transient network model that does not include proprietary electromagnetic transient equipment models. System Operator shall provide access to such information located on a secured location on the System Operator's website, subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy as well as any other applicable requirement under Applicable Laws and Regulations regulating disclosure or confidentiality of such information. System Operator shall maintain network models and underlying assumptions on a secured location on the System Operator's website. Such network models and underlying assumptions should reasonably represent those used during the most recent Interconnection

Study and be representative of current system conditions as of the most recent Interconnection Study. The databases and lists addressed in this Section 2.3, hereinafter referred to as Base Cases, shall include all generation projects and transmission projects that are proposed for the New England Transmission System and any Affected System or Internal Affected System and for which a transmission expansion plan has been submitted and approved by the applicable authority and which, in the sole judgment of the System Operator, may have an impact on the Interconnection Request. The Base Cases shall also include generation projects that are not participating in the System Operator's interconnection process, but are expected to achieve approval pursuant to Section I.3.9 of the Tariff within ninety (90) days from the date of the creation of the Base Cases and for which steady state, short circuit, stability and electromagnetic transient network models for the generation projects and any associated system upgrades have been provided to the System Operator. Interconnection Customer, where applicable, shall provide Base Case Data to the Interconnecting Transmission Owner and System Operator to facilitate required Interconnection Studies.

System Operator shall provide a link to the secured location on its website that contains the information required under this Section 2.3 on System Operator's OASIS site. System Operator is permitted to require that Interconnection Customers or their third party consultants, OASIS site users, and users of the secured location on System Operator's website sign a confidentiality agreement before the release of information governed by Section 13.1 or the ISO New England Information Policy, or the release of any other information that is commercially sensitive or Critical Energy Infrastructure Information.

#### **2.4 No Applicability to Transmission Service.**

Nothing in this SGIP shall constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

#### **2.5 Time Requirements.**

Parties that must perform a specific obligation under a provision of the SGIP or Standard Small Generator Interconnection Agreement within a specified time period shall use Reasonable Efforts to complete such obligation within the applicable time period. A Party may, in the exercise of reasonable discretion and within the time period set forth by the applicable procedure or agreement, request that the relevant Party consent to a mutually agreeable alternative time schedule, such consent not to be unreasonably withheld.

## **SECTION 3. INTERCONNECTION REQUESTS.**

### **3.1 General.**

To initiate an Interconnection Request, an Interconnection Customer must comply with all of the requirements set forth in Section 3.4.1. Interconnection Customer shall submit a separate Interconnection Request for each site. Where multiple Generating Facilities share a site, Interconnection Customer(s) may submit separate Interconnection Requests or a single Interconnection Request. Within three (3) Business Days after the close of the Cluster Request Window, System Operator shall submit a copy of all valid Interconnection Requests received to Interconnecting Transmission Owner(s).

At Interconnection Customer's option, System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, will identify alternative Point(s) of Interconnection and configurations at a Scoping Meeting within the Customer Engagement Window to evaluate in this process and attempt to eliminate alternatives in a reasonable fashion given resources and information available. Interconnection Customer will select the definitive Point of Interconnection to be studied no later than the execution of the Cluster Study Agreement. For purposes of Clustering of Interconnection Requests, System Operator may propose changes to the requested Point of Interconnection to facilitate efficient interconnection of Interconnection Customers at common Point(s) of Interconnection. System Operator shall notify Interconnection Customers in writing of any intended changes to the requested Point of Interconnection within the Customer Engagement Window, and the Point of Interconnection shall only change upon mutual agreement of the involved parties.

System Operator shall consider requests for Interconnection Service below the Small Generating Facility capability. An Interconnection Customer that submits an Interconnection Request for Interconnection Service below the Small Generating Facility capability shall include in the Interconnection Request the proposed control technologies to restrict the Small Generating Facility's output to the requested Interconnection Service levels. These requests for Interconnection Service shall be studied based on the nameplate capability of the Small Generating Facility at the level of Interconnection Service requested for purposes of determining necessary Interconnection Facilities, Network Upgrades, and associated costs, and the requests shall be studied at the full Generating Facility capability to ensure the acceptability of the proposed control technology to restrict the facility's output and the safety and reliability of the

system, with the study costs borne by Interconnection Customer. Interconnection Customers may be subject to additional control technologies as well as testing and validation of those technologies consistent with Article 2 of the SGIA. The necessary control technologies and protection systems shall be established in Attachment 2 of the executed, or requested to be filed unexecuted, SGIA.

System Operator shall study Generating Facilities that include at least one electric storage resource, when studying the charging mode of the electric storage resource(s), using net shoulder system load as defined in ISO New England Planning Procedures.

Unless otherwise stated, all Commercial Readiness Deposits that must be submitted to the System Operator under this SGIP must be (a) delivered to the System Operator's bank account by electronic transfer, (b) through the provision and maintenance of an irrevocable letter of credit in a form and from a financial institution acceptable to System Operator, and included on the List of Eligible Commercial Readiness Deposit Letter of Credit Issuers, as described on the System Operator's public website, (c) a surety bond in a form and from an institution acceptable to System Operator and included on the List of Eligible Commercial Readiness Deposit Surety Bond Issuers, as described on the System Operator's public website or (d) a combination thereof. Each letter of credit or surety bond must specify the Interconnection Request to which it corresponds. Further, notwithstanding Section 5 of this SGIP to the contrary, an Interconnection Customer may replace the acceptable forms of Commercial Readiness Deposits provided therein with a surety bond any time after such form is deemed acceptable by the System Operator. All costs associated with obtaining a letter of credit shall be borne by Interconnection Customer. In the event that System Operator identifies an administrative deficiency with a submitted letter of credit, or surety bond, Interconnection Customer shall have ten (10) Business Days to cure the deficiency.

If the System Operator removes the financial institution from the list, Interconnection Customer shall have ten (10) Business Days from the date on which System Operator provides notice of such removal to replace the letter of credit, or surety bond with a letter of credit, or surety bond from a financial institution on the list. The System Operator may extend this cure period in its sole discretion. Failure to cure a deficiency within the periods prescribed in this Section 3.1 shall result in the withdrawal of the Interconnection Request pursuant to Section 3.7 of the SGIP without further opportunity to cure. System Operator shall only provide refunds and/or distribute funds held as part of a Commercial Readiness

Deposit to the extent that there are sufficient funds available from the applicable form of financial security.

All other deposits that must be submitted to the System Operator under this SGIP must be paid in cash and delivered to the System Operator's bank account by electronic transfer within the period specified in the respective provision.

A deposit will not be considered received until it is in the System Operator's bank account or, in the case of a letter of credit, or surety bond provided as a Commercial Readiness Deposit, the letter of credit or surety bond is accepted by System Operator. Deposits that must be submitted to the Interconnecting Transmission Owner shall be submitted in a form acceptable to the Interconnecting Transmission Owner.

### **3.2 Type of Interconnection Services**

At the time the Interconnection Request is submitted, Interconnection Customer must request either CNR Interconnection Service or NR Interconnection Service, as described in Sections 3.2.1 and 3.2.2 below.

An Interconnection Customer that meets the requirements to obtain CNR Interconnection Service shall obtain NR Interconnection Service up to the NR Capability upon completion of all requirements for NR Interconnection Service, including all necessary upgrades. Upon completion of all requirements for the CNR Interconnection Service, Interconnection Customer shall also receive CNR Interconnection Service for CNR Capability. An Interconnection Customer that meets the requirements to obtain NR Interconnection Service shall receive NR Interconnection Service for Interconnection Customer's NR Capability.

#### **3.2.1 Capacity Network Resource Interconnection Service**

##### **3.2.1.1 The Product.**

The System Operator must conduct the necessary studies in conjunction with the Interconnecting Transmission Owner, and with other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and the Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect the Small Generating Facility in a manner comparable to that in which CNRs are interconnected under the CC Interconnection Standard. CNR Interconnection Service allows Interconnection Customer's Small Generating Facility to be designated as a CNR, and to participate in the New England Markets, in

accordance with Market Rule 1, Section III of the Tariff, up to the CNR Capability or as otherwise provided in the Tariff, on the same basis as existing CNRs, and to be studied as a CNR on the assumption that such a designation will occur.

#### **3.2.1.2 The Studies.**

All Interconnection Studies for CNR Interconnection Service shall assure that Interconnection Customer's Small Generating Facility satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the unit. For Interconnection Requests seeking to achieve CNR Capability by obtaining a Capacity Supply Obligation through an auction in the Forward Capacity Market prior to September 4, 2024, the CNR Group Study shall assure that Interconnection Customer's Small Generating Facility can be interconnected in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other CNRs and Elective Transmission Upgrades with CNI Interconnection Service, in accordance with the CC Interconnection Standard and as detailed in the ISO New England Planning Procedures. For all other Interconnection Requests, the intra-zonal deliverability analysis shall be performed as part of the Transitional Cluster Study or Cluster Study. The System Operator, in coordination with the Interconnecting Transmission Owner, may also study the New England Transmission System under non-peak load conditions. However, upon request by Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain in writing to Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

#### **3.2.1.3 Milestones for CNR Interconnection Service.**

In addition to the requirements set forth in this SGIP, an Interconnection Customer with an Interconnection Request for CNR Interconnection Service that seeks to achieve CNR Capability by obtaining a Capacity Supply Obligation through an auction in the Forward Capacity Market prior to September 4, 2024 shall complete the following milestones prior to receiving CNR Interconnection Service for the CNR Capability, such milestones to be specified in Attachment 4 of the SGIA, as either completed or to be completed: (i) submit the necessary requests for participation in the Forward Capacity Auction associated with the Generating Facility's requested Commercial Operation Date (except as modified pursuant to Sections 3.2.3 or 4.4 of this SGIP), in accordance with the provisions of Section III.13 of the Tariff; (ii) participate in a CNR Group Study for the Forward Capacity Auction associated with the requested Generating Facility's Commercial Operation Date; (iii) qualify and receive a Capacity

Supply Obligation in accordance with Section III.13 of the Tariff; and (iv) complete a re-study of the applicable Interconnection Study and CNR Group Study after the Forward Capacity Auction, Reconfiguration Auction, or bilateral transaction through which Interconnection Customer received a Capacity Supply Obligation to determine the cost responsibility for facilities and upgrades necessary to accommodate the Interconnection Request. The re-study shall include those CNR Interconnection Service or CNI Interconnection Service Interconnection Requests with a higher Queue Position that cleared and shall exclude any upgrades that are no longer necessary as a result of existing capacity that will be retired as of the start of the Capacity Commitment Period for which the resource has received a Capacity Supply Obligation. With respect to (iv) above, if an Interconnection Study Agreement has been executed, the Interconnection Study associated with the Interconnection Study Agreement shall include the necessary analysis that would otherwise have been performed in a re-study. If the original Interconnection Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Study Agreement. If an SGIA has been either executed or filed with the Commission in unexecuted form then the last Interconnection Study completed for Interconnection Customer under this SGIP shall be subject to re-study. The Appendices to the SGIA shall be amended (pursuant to Article 12.2 of the SGIA) to reflect CNR Capability and the results of the re-study.

After September 4, 2024, an Interconnection Customer with an Interconnection Request for CNR Interconnection Service shall complete the requirements in this SGIP prior to receiving CNR Interconnection Service. Interconnection Customer shall complete the intra-zonal deliverability assessment by electing to participate in the Transitional Cluster Study or submit a new Interconnection Request for CNR Interconnection Service during the applicable Cluster Entry Window to participate and complete a Cluster Study. Any Interconnection Customer with a valid Interconnection Request for CNR Interconnection Service that has a completed Interconnection System Impact Study on or before July 1, 2024, but that has not received a Capacity Supply Obligation through the eighteenth Forward Capacity Auction or an earlier auction may: 1) seek to complete the process for obtaining CNR Interconnection Service through the process described in Section III.13.1.1.2A of the Tariff or 2) seek to complete the process for obtaining CNR Interconnection Service through the Transitional Cluster Study.

Notwithstanding any other provision of the Tariff, an Interconnection Customer may seek to participate in both the process described in Section III.13.1.1.2A of the Tariff and the Transitional Cluster Study simultaneously. If Interconnection Customer achieves CNR Interconnection Service through Section III.13.1.1.2A, it may withdraw from the Transitional Cluster Study without penalty and be refunded any remaining study deposits associated with the Transitional Cluster Study. If Interconnection Customer



does not enter, or complete, the process described in either Section III.13.1.1.2A or the Transitional Cluster Study, the System Operator shall reduce Interconnection Customer's Interconnection Request to NR Interconnection Service.

### **3.2.2 Network Resource Interconnection Service**

#### **3.2.2.1 The Product.**

The System Operator must conduct the necessary studies in conjunction with the Interconnecting Transmission Owner, and with other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and the Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect the Small Generating Facility in a manner comparable to that in which Network Resources are interconnected under the NC Interconnection Standard. NR Interconnection Service allows Interconnection Customer's Small Generating Facility to participate in the New England Markets, in accordance with the provisions of Market Rule 1, Section III of the Tariff, up to the net NR Capability or as otherwise provided in Market Rule 1, Section III of the Tariff, on the same basis as other Network Resources. Notwithstanding the above, the portion of a Small Generating Facility that has been designated as a Network Resource interconnected under the NC Interconnection Standard cannot be a capacity resource under Section III.13 of the Tariff, except pursuant to a new Interconnection Request for CNR Interconnection Service.

#### **3.2.2.2 The Studies.**

The Interconnection Studies for an Network Resource shall assure that Interconnection Customer's Small Generating Facility satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the unit, in accordance with the NC Interconnection Standard and as detailed in the ISO New England Planning Procedures. The System Operator, in coordination with the Interconnecting Transmission Owner, may also study the New England Transmission System under non-peak load conditions. However, upon request by Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain in writing to Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

### **3.2.2.3 Milestones for NR Interconnection Service.**

An Interconnection Customer with an Interconnection Request for NR Interconnection Service shall complete the requirements in this SGIP prior to receiving NR Interconnection Service.

### **3.3 Utilization of Surplus Interconnection Service.**

Surplus Interconnection Service allows an existing Interconnection Customer to utilize or transfer Surplus Interconnection Service at the Generating Facility's Point of Interconnection once Interconnection Customer has an executed Interconnection Agreement or requested that the Interconnection Agreement be filed unexecuted. For purposes of Surplus Interconnection Service, the existing Interconnection Customer is referred to as the "Original Interconnection Customer," and the entity requesting Surplus Interconnection Service is referred to as the "Surplus Interconnection Customer." The Original Interconnection Customer or, with written consent of the Original Interconnection Customer, one of its affiliates shall have priority to utilize Surplus Interconnection Service. If the Original Interconnection Customer or one of its affiliates does not exercise this priority, then the Surplus Interconnection Service may be utilized by a third party of the Original Interconnection Customer's choosing and with the Original Interconnection Customer's written consent.

Surplus Interconnection Service may be available for any Unused Capability of Interconnection Service established in the Interconnection Agreement for the Original Interconnection Customer's Generating Facility. If the Interconnection Agreement for the Original Interconnection Customer's Generating Facility is for CNR Interconnection Service, any Surplus Interconnection Service may be for existing CNR Interconnection Service or NR Interconnection Service. If the Interconnection Agreement for the Original Interconnection Customer's Generating Facility is for NR Interconnection Service, any Surplus Interconnection Service shall be for NR Interconnection Service. Surplus Interconnection Service is not applicable when a new Interconnection Request for Interconnection Service or Network Upgrades would be required to implement the proposed change to the Original Interconnection Customer's Generating Facility. Surplus Interconnection Service cannot be used to replace a retiring or to repower an existing Generating Facility.

The Original Interconnection Customer shall specify the amount of Unused Capability that is available for use by the Surplus Interconnection Customer's Generating Facility. The total output of the Original Interconnection Customer's Generating Facility plus the Surplus Interconnection

Customer's Generating Facility behind the same Point of Interconnection shall be limited to the maximum total amount of Interconnection Service granted to the Original Interconnection Customer as established in the Interconnection Agreement for the Original Interconnection Customer's Generating Facility. Control technology to restrict the total output of the Original Interconnection Customer's and Surplus Interconnection Customer's Generating Facilities shall be required in the case where the sum of the maximum output of the Original Interconnection Customer's Generating Facility plus the maximum output of the Surplus Interconnection Customer's Generating Facility exceeds the total amount of Interconnection Service established in the Original Interconnection Customer's Interconnection Agreement. Surplus Interconnection Service shall only be available at the existing Point of Interconnection of the Original Interconnection Customer's Generating Facility.

### **3.3.1 Surplus Interconnection Service Request**

An Original Interconnection Customer or, with the consent of the Original Interconnection Customer, its affiliate or a third party of the Original Interconnection Customer's choosing may request Surplus Interconnection Service by submitting to the System Operator a completed Surplus Interconnection Service Request Application in the form contained in Attachment C to Appendix 1 of the SGIP. The Surplus Interconnection Service Request Application shall be accompanied by the Original Interconnection Customer's written consent for the Surplus Interconnection Customer's use of Unused Capability for Surplus Interconnection Service, and the technical data called for in the form.

Studies for Surplus Interconnection Service may consist of reactive power, short circuit/fault duty, stability analyses, and/or other appropriate studies. Steady-state (thermal/voltage) analyses may be performed as necessary to ensure that all required reliability conditions are studied. The study shall consider the full Generating Facility capability to ensure the acceptability of the proposed control technology to restrict the total output of the Original Interconnection Customer's and Surplus Interconnection Customer's Generating Facilities. If the Surplus Interconnection Service was not studied under off-peak conditions, off-peak steady state analyses shall be performed to the required level necessary to demonstrate reliable operation of the Surplus Interconnection Service. If the original system impact study report or Cluster Study Report is not available for Surplus Interconnection Service, both off-peak and peak analysis may need to be performed for the existing Generating Facility associated with the request for Surplus

Interconnection Service. The reactive power, short circuit/fault duty, stability, and steady-state analyses for Surplus Interconnection Service will identify any additional Interconnection Facilities and/or Network Upgrades necessary. Any analyses shall be performed at the Surplus Interconnection Customer's expense.

System Operator shall study Generating Facilities that include at least one electric storage resource, when studying the charging mode of the electric storage resource(s), using net shoulder system load as defined in the ISO New England Planning Procedures.

The Interconnection Agreement for the Original Interconnection Customer's Generating Facility shall be replaced by a new agreement among the System Operator, Interconnecting Transmission Owner, Original Interconnection Customer, and Surplus Interconnection Customer. The agreement shall be in the form of the most currently effective SGIA, modified to reflect the Surplus Interconnection Customer's Generating Facility and the amount of, and the terms for the use of, the Surplus Interconnection Service. The agreement shall be developed and negotiated in accordance with Section 11 of the SGIP, at the Surplus Interconnection Customer's expense.

### **3.4 Valid Interconnection Request.**

#### **3.4.1 Cluster Request Window.**

System Operator shall accept Interconnection Requests during a forty-five (45) Calendar Day period (the Cluster Request Window). The initial Cluster Request Window shall open for Interconnection Requests sixty (60) Calendar Days after the conclusion of the three hundred sixty (360) Day transition process set out in Section 5.1 of this SGIP. All subsequent Cluster Request Windows shall open sixty (60) Calendar Days after the Cluster Study Results Meeting or Cluster Restudy Results Meeting (as appropriate). System Operator shall provide notice via posting on its public website at least thirty (30) Calendar Days prior to each respective Cluster Request Window opening.

##### **3.4.1.1 Study Deposits.**

Interconnection Customer shall submit to System Operator, during a Cluster Request Window, an Interconnection Request in the form of Appendix 1 to this SGIP, a potentially non-refundable initial deposit of \$15,000, and a refundable study deposit of \$100,000 (for new requests for NR Interconnection Service or CNR Interconnection Service) or \$50,000 (for Interconnection Requests for which Interconnection Studies for NR Interconnection Service have been completed but have not achieved CNR

Interconnection Service or for Interconnection Requests seeking to change from existing NR Interconnection Service to CNR Interconnection Service). System Operator shall apply the initial deposit toward the costs incurred by the System Operator associated with the Interconnection Request, the cost of developing the study agreements and their attachments, and the cost of developing the SGIA. The study deposit shall be applied toward the cost of the Cluster Study.

### **3.4.2 Initiating an Interconnection Request.**

An Interconnection Customer seeking to join a Cluster shall submit its Interconnection Request to System Operator within, and no later than the close of, the Cluster Request Window. Interconnection Requests submitted outside of the Cluster Request Window will not be considered. To initiate and establish a valid Interconnection Request, Interconnection Customer must submit all of the following to the System Operator in the manner specified in Appendix 1 Interconnection Request to this SGIP:

- (i) A potentially non-refundable initial deposit of \$15,000.
- (ii) A completed application in the form of Appendix 1 and all information required under its Attachments,
- (iii) All information and deposits required under this Section 3.4 and
- (iv) In the case of a request for CNR Interconnection Service a demonstration of one-hundred percent (100%) site control and, in the case of NR Interconnection Service, a demonstration of no less than one-hundred percent (100%) Site Control or (1) a signed affidavit from an officer of Interconnection Customer indicating that Site Control is unobtainable due to regulatory limitations as such term is defined by the System Operator; and (2) documentation sufficiently describing and explaining the source and effects of such regulatory limitations, including a description of any conditions that must be met to satisfy the regulatory limitations and the anticipated time by which Interconnection Customer expects to satisfy the regulatory requirements and (3) a cash deposit in lieu of Site Control of \$10,000 per MW, subject to a minimum of \$50,000 and a maximum of \$200,000. Interconnection Requests from multiple Interconnection Customers for multiple Generating Facilities that share a site must include a contract or other agreement that allows for shared land use;
- (v) Generating Facility capability (MW) (and requested Interconnection Service level if the requested Interconnection Service is less than the Generating Facility capability),
- (vi) A Commercial Readiness Deposit equal to two times the study deposit described in Section 3.4.1.1 of this SGIP in the form of an irrevocable letter of credit, cash, or a surety bond where

cash deposits shall be treated according to Section 3.7 of this SGIP. This Commercial Readiness Deposit is refunded to Interconnection Customer according to Section 3.7 of this SGIP,

- (vii) A Point of Interconnection, and;
- (viii) Whether the Interconnection Request shall be studied for NR Interconnection Service or for CNR Interconnection Service, consistent with Section 3.2 of this SGIP. Upon making this selection, an Interconnection Customer requesting CNR Interconnection Service may request that System Operator reduce the Interconnection Request from CNR Interconnection Service to NR Interconnection Service if the System Operator identifies thermal violations in the analysis associated with CNR Interconnection Service testing conditions that are not identified in the analysis associated with the NR Interconnection Service testing conditions for the Interconnection Request. System Operator will notify Interconnection Customer that its Interconnection Request has been reduced to NR Interconnection Service, and list the thermal violations identified in the analysis associated with CNR Interconnection Service testing conditions in the Cluster Study Report.

An Interconnection Customer that submits a deposit in lieu of Site Control due to demonstrated regulatory limitations must demonstrate that it is taking identifiable steps to secure the necessary regulatory approvals from the applicable federal, state, and/or tribal entities before execution of the Cluster Study Agreement. Such deposit will be held by System Operator until Interconnection Customer provides the required Site Control demonstration for its Generating Facility in the Cluster Study Process. Interconnection Customers facing qualifying regulatory limitations must demonstrate one-hundred percent (100%) Site Control within one-hundred eighty (180) Calendar Days of the effective date of the SGIA.

Interconnection Customer shall promptly inform System Operator of any material change to Interconnection Customer's demonstration of Site Control under Section 3.4.2(iv-v) of this SGIP. If System Operator determines, based on Interconnection Customer's information, that Interconnection Customer no longer satisfies the Site Control requirement, System Operator shall give Interconnection Customer ten (10) Business Days to demonstrate satisfaction with the applicable requirement subject to Transmission Provider's approval. Absent such, System Operator shall deem the Interconnection Request withdrawn pursuant to Section 3.7 of this SGIP without further opportunity to cure.

Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to Interconnection Customer's existing Small Generating Facility and Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property.

The portions of the deposit of \$15,000 that have not been applied as provided in this Section 3.4.1 shall be refundable if Interconnection Customer executes an SGIA or where the Interconnection Request is withdrawn by Interconnection Customer within ten (10) Business Days of the Cluster Scoping Meeting. Otherwise, any unused balance of the deposit of \$15,000 shall be non-refundable and applied on a pro-rata basis to offset costs incurred by Interconnection Customers that are subject to re-study, as determined by the System Operator in accordance with the provisions of this SGIP, as a result of the withdrawal of an Interconnection Request within the same Cluster.

The expected Initial Synchronization Date of the new Small Generating Facility, of the increase in capacity of the existing Generating Facility, or of the implementation of the Material Modification to the existing Generating Facility shall not exceed seven (7) years from the date the Interconnection Request is received by the System Operator, unless Interconnection Customer demonstrates that such time required to actively engineer, permit and construct the new Small Generating Facility or increase in capacity of the existing Generating Facility or implement the Material Modification to the existing Generating Facility will take longer than the seven year period. Upon such demonstration, the Initial Synchronization Date may succeed the date the Interconnection Request is received by the System Operator by a period of greater than seven (7) years so long as Interconnection Customer, System Operator, and Interconnecting Transmission Owner agree, such agreement shall not be unreasonably withheld.

### **3.4.3 Acknowledgment of Interconnection Request.**

System Operator shall acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the request and attach a copy of the received Interconnection Request to the acknowledgement.

### **3.4.4 Deficiencies in Interconnection Request.**

An Interconnection Request will not be considered to be a valid Interconnection Request until all items in Section 3.4.2 of this SGIP have been received by the System Operator during the Cluster Request Window. If an Interconnection Request fails to meet the requirements set forth in Section 3.4.2 of this SGIP, the System Operator shall notify Interconnection Customer within five (5) Business Days of receipt

of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide the System Operator the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice but no later than the close of the Cluster Request Window. In the event that Interconnection Customer fails to comply with this Section 3.4.4 of this LGIP, System Operator shall deem the Interconnection Request withdrawn (without the cure period provided under Section 3.7 of this SGIP), \$5,000 of the application fee is forfeited to System Operator, and any unspent portion of the application fee, the study deposit, and Commercial Readiness Deposit shall be returned to Interconnection Customer.

### **3.4.5 Customer Engagement Window.**

Upon the close of each Cluster Request Window, System Operator shall open a sixty (60) Calendar Day period (Customer Engagement Window). During the Customer Engagement Window, System Operator shall hold a Scoping Meeting with all Interconnecting Transmission Owners, Interconnection Customers whose valid Interconnection Requests were received in that Cluster Request Window, and any identified Affected Parties, or Internal Affected Parties as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements. Notwithstanding the preceding requirements and upon written consent of all Interconnection Customers within the Cluster, System Operator may shorten the Customer Engagement Window and begin the Cluster Study. Within ten (10) Business Days of the opening of the Customer Engagement Window, System Operator shall post on its OASIS a list of Interconnection Requests for that Cluster. The list shall identify, for each anonymized Interconnection Request: (1) the requested amount of Interconnection Service; (2) the location by county and state; (3) the station or transmission line or lines where the interconnection will be made; (4) the projected In-Service Date; (5) the type of Interconnection Service requested; and (6) the type of Generating Facility or Facilities to be constructed, including fuel types, such as coal, natural gas, solar, or wind. The System Operator must ensure that project information is anonymized and does not reveal the identity or commercial information of Interconnection Customers with submitted requests. During the Customer Engagement Window, System Operator shall provide to Interconnection Customer a non-binding, updated good faith estimate of the cost and timeframe for completing the Cluster Study and a Cluster Study Agreement to be executed prior to the close of the Customer Engagement Window.

At the end of the Customer Engagement Window, all Interconnection Requests deemed valid that have executed a Cluster Study Agreement in the form of Appendix 2 to this SGIP shall be included in the



Cluster Study. Any Interconnection Requests for which Interconnection Customer has not executed a Cluster Study Agreement shall be deemed withdrawn (without the cure period provided under Section 3.7 of this SGIP) by System Operator, the initial deposit shall be forfeited to the System Operator, and the System Operator shall return the study deposit and Commercial Readiness Deposit to Interconnection Customer. Immediately following the Customer Engagement Window, System Operator shall initiate the Cluster Study described in Section 7 of this SGIP.

#### **3.4.6 Cluster Study Scoping Meetings.**

During the Customer Engagement Window, System Operator shall hold a Scoping Meeting with all Interconnecting Transmission Owners, Interconnection Customers whose valid Interconnection Requests were received in that Cluster Request Window, and any identified Affected Parties, or Internal Affected Parties as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements.

The purpose of the Scoping Meeting shall be (i) to discuss alternative interconnection options, (ii) to exchange pertinent information including any transmission data and earlier study evaluations that would reasonably be expected to impact such interconnection options, (iii) to discuss Cluster Study materials posted to OASIS pursuant to Section 3.5 of this SGIP, as applicable; (iv) to analyze such information, and (v) to discuss any other information necessary to facilitate the administration of the Interconnection Procedures.

The Parties will bring to the meeting such technical data, including, but not limited to: (i) general facility loadings, (ii) general instability issues, (iii) information regarding general short circuit issues, (iv) general voltage issues, and (v) general reliability issues as may be reasonably required to accomplish the purpose of the meeting. The Parties will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection Customer(s) shall designate its Point of. The duration of the meeting shall be sufficient to accomplish its purpose.

If the Cluster Study Scoping Meeting consists of more than one Interconnection Customer, System Operator shall issue, no later than fifteen (15) Business Days after the commencement of the Customer Engagement Window, and Interconnection Customer shall execute a non-disclosure agreement in the form specified by System Operator prior to a group Cluster Study Scoping Meeting, which will provide

for confidentiality of identifying information or commercially sensitive information pertaining to any other Interconnection Customers.

### **3.5 OASIS Posting.**

#### **3.5.1 OASIS Posting.**

The System Operator will maintain on its OASIS a list of all Interconnection Requests in its Control Area. The list will identify, for each Interconnection Request: (i) the maximum summer and winter megawatt electrical output; (ii) the location by county and state; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected Initial Synchronization Date; (v) the status of the Interconnection Request, including Queue Position; (vi) the type of Interconnection Service being requested (i.e., CNR Interconnection Service or NR Interconnection Service); and (vii) the availability of any studies related to the Interconnection Request; (viii) the date of the Interconnection Request; (ix) the type of Generating Facility to be constructed; and (x) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. Except in the case of an Affiliate, the list will not disclose the identity of Interconnection Customer until Interconnection Customer executes an SGIA or requests that the System Operator and Interconnecting Transmission Owner jointly file an unexecuted SGIA with the Commission. Before participating in a Scoping Meeting with an Interconnection Customer that is also an Affiliate, the Interconnecting Transmission Owner shall post on OASIS an advance notice of its intent to do so. The System Operator shall post to its OASIS site any deviations from the study timelines set forth herein. Interconnection Study reports and Optional Interconnection Study reports shall be posted to the System Operator's OASIS site subsequent to the meeting between the System Operator, Interconnecting Transmission Owner, and Interconnection Customer to discuss the applicable study results. The System Operator shall also post any known deviations in the Small Generating Facility's Initial Synchronization Date.

#### **3.5.2 Requirements to Post Interconnection Study Metrics**

The System Operator will maintain on its website summary statistics related to processing Interconnection Studies pursuant to Interconnection Requests, updated quarterly. If the System Operator posts this information on its website, a link to the information must be provided on the System Operator's OASIS site. For each calendar quarter, the System Operator must calculate and post the information detailed in Sections 3.5.2.1 through 3.5.2.4 of this SGIP.

### **3.5.2.1 Interconnection Cluster Study Processing Time.**

(A) Number of Interconnection Requests that had Cluster Studies completed for the System Operator's Administered Transmission System during the reporting quarter,

(B) Number of Interconnection Requests that had Cluster Studies completed for the System Operator's Administered Transmission System during the reporting quarter that were completed more than two hundred and seventy (270) Calendar Days after the close of the Customer Engagement Window,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Cluster Studies where such Interconnection Requests had executed a Cluster Study Agreement received by System Operator more than two hundred and seventy (270) Calendar Days before the reporting quarter end,

(D) Mean time (in days), Cluster Studies completed for the System Operator's Administered Transmission System during the reporting quarter, from the commencement of the Cluster Study to the date when System Operator provided the completed Cluster Study Report to Interconnection Customer,

(E) Mean time (in days), Cluster Studies were completed for the System Operator's Administered Transmission System during the reporting quarter, from the close of the Cluster Request Window to the date when System Operator provided the completed Cluster Study Report to Interconnection Customer,

(F) Percentage of Cluster Studies exceeding two hundred and seventy (270) Calendar Days to complete this reporting quarter, calculated as the sum of Section 3.5.2.1(B) plus Section 3.5.2.1(C) divided by the sum of Section 3.5.2.1(A) plus Section 3.5.2.1(C) of this SGIP.

### **3.5.2.2 Cluster Restudies Processing Time.**

(A) Number of Interconnection Requests that had Cluster Restudies completed for the System Operator's Administered Transmission System during the reporting quarter,

(B) Number of Interconnection Requests that had Cluster Restudies completed for the System Operator's Administered Transmission System during the reporting quarter that were completed more than ninety (90) Calendar Days after System Operator notifies Interconnection Customers in the Cluster that a Cluster Restudy is required pursuant to Section 7.5(4) of this SGIP,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Cluster Restudies where such System Operator notified Interconnection Customers in the Cluster that a Cluster Restudy is required pursuant to Section 7.5(4) of this SGIP more than ninety (90) Calendar Days before the reporting quarter end,

(D) Mean time (in days), Cluster Restudies completed for the System Operator's Administered Transmission System during the reporting quarter, from the date when System Operator notifies Interconnection Customers in the Cluster that a Cluster Restudy is required pursuant to Section 7.5(4) of this SGIP to the date when System Operator provided the completed Cluster Restudy to Interconnection Customer,

(E) Mean time (in days), Cluster Restudies completed for the System Operator's Administered Transmission System during the reporting quarter, from the close of the Cluster Request Window to the date when System Operator provided the completed Cluster Restudy Report to Interconnection Customer.

(F) Percentage of Cluster Restudies exceeding ninety (90) Calendar Days to complete this reporting quarter, calculated as the sum of Section 3.5.2.2(B) plus Section 3.5.2.2(C) divided by the sum of Section 3.5.2.2(A) plus Section 3.5.2.2(C) of this SGIP.

### **3.5.2.3 Interconnection Facilities Studies Processing Time.**

(A) Number of Interconnection Requests that had Interconnection Facilities Studies that are completed for the System Operator's Administered Transmission System during the reporting quarter,

(B) Number of Interconnection Requests that had Interconnection Facilities Studies that are

completed for the System Operator's Administered Transmission System during the reporting quarter that were completed more than ninety (90) Calendar Days for no more than +/- 20 percent cost estimate or one hundred eighty (180) Calendar Days for +/- 10 percent cost estimate after receipt by System Operator of Interconnection Customer's executed Interconnection Facilities Study Agreement,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Interconnection Facilities Studies where such Interconnection Requests had executed Interconnection Facilities Studies Agreement received by System Operator more than ninety (90) Calendar Days for no more than +/- 20 percent cost estimate or one hundred eighty (180) Calendar Days for +/- 10 percent cost estimate before the reporting quarter end,

(D) Mean time (in days), for Interconnection Facilities Studies completed for the System Operator's Administered Transmission System during the reporting quarter, calculated from the date when System Operator received the executed Interconnection Facilities Study Agreement to the date when System Operator provided the completed Interconnection Facilities Study to Interconnection Customer,

(E) Mean time (in days), Interconnection Facilities Study completed for the System Operator's Administered Transmission System during the reporting quarter, from the close of the Cluster Request Window to the date when System Operator provided the completed Interconnection Facilities Study to Interconnection Customer.

(F) Percentage of delayed Interconnection Facilities Studies this reporting quarter, calculated as the sum of Section 3.5.2.3(B) plus Section 3.5.2.3(C) divided by the sum of Section 3.5.2.3(A) plus Section 3.5.2.3(C) of this SGIP.

#### **3.5.2.4 Interconnection Requests Withdrawn from Interconnection Queue.**

(A) Number of Interconnection Requests withdrawn from System Operator's interconnection queue during the reporting quarter,

(B) Number of Interconnection Requests withdrawn from System Operator's interconnection

queue during the reporting quarter before completion of any Interconnection Studies or execution of any Interconnection Study Agreements,

(C) Number of Interconnection Requests withdrawn from System Operator's interconnection queue during the reporting quarter before completion of a Cluster Study,

(D) Number of Interconnection Requests withdrawn from System Operator's interconnection queue during the reporting quarter before completion of an Interconnection Facility Study,

(E) Number of Interconnection Requests withdrawn from System Operator's interconnection queue after completion of an Interconnection Facilities Study or after completion of the Cluster Study if the Facilities Study was waived but before execution of an SGIA or Interconnection Customer requests the filing of an unexecuted SGIA,

(F) Number of Interconnection Requests withdrawn from System Operator's interconnection queue after execution of an LGIA or Interconnection Customer requests the filing of an unexecuted, new LGIA,

(G) Mean time (in days), for all withdrawn Interconnection Requests, from the date when the request was determined to be valid to when System Operator received the request to withdraw from the queue.

**3.5.3** System Operator is required to post on its website the measures in Section 3.5.2.1(A) through Section 3.5.2.4(F) for each calendar quarter within thirty (30) Calendar days of the end of the calendar quarter. System Operator will keep the quarterly measures posted on its website for three (3) calendar years with the first required report to be the first quarter of 2020. If System Operator retains this information on its website, a link to the information must be provided on System Operator's OASIS site.

**3.5.4** In the event that any of the values calculated in Sections 3.5.2.1(E), 3.5.2.2(E) or 3.5.2.3(E) exceeds twenty-five percent (25%) for two (2) consecutive calendar quarters, System Operator will have to comply with the measures below for the next four (4) consecutive calendar quarters and must continue reporting this information until System Operator reports four consecutive

calendar quarters without the values calculated in Sections 3.5.2.1(E), 3.5.2.2(E) or 3.5.2.3(E) exceeding twenty-five percent (25%) for two (2) consecutive calendar quarters:

(i) System Operator must submit a report to the Commission describing the reason for each Cluster Study, Cluster Restudy, or individual Interconnection Facilities Study pursuant to one or more Interconnection Request(s) that exceeded its deadline (*i.e.*, 270, 90 or 180 Calendar Days) for completion. System Operator must describe the reasons for each study delay and any steps taken to remedy these specific issues and, if applicable, prevent such delays in the future. The report must be filed at the Commission within forty-five (45) Calendar Days of the end of the calendar quarter.

(ii) System Operator shall aggregate the total number of employee hours and third party consultant hours expended towards Interconnection Studies for its Administered Transmission System that quarter and post on its website. If System Operator posts this information on its website, a link to the information must be provided on System Operator's OASIS site. This information is to be posted within thirty (30) Calendar Days of the end of the calendar quarter.

### **3.5.5 Record Retention.**

The System Operator shall maintain for three years records, subject to audit, of all Interconnection Requests received under these procedures, the times required to complete Interconnection Request approvals and disapprovals, and justification for the actions taken on the Interconnection Requests

### **3.6 Coordination with Internal Affected Systems.**

The System Operator will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Internal Affected Systems with Internal Affected Parties and, if possible, include those results (if available) in its applicable Interconnection Study within the time frame specified in this SGIP. The System Operator will include such Internal Affected Parties in all meetings held with Interconnection Customer as required by this SGIP. Interconnection Customer will cooperate with the System Operator and Interconnecting Transmission Owner in all matters related to the conduct of studies and the determination of modifications to Internal Affected Systems. Interconnection Customer shall be responsible for the costs associated with the studies or portions of studies associated with the Internal Affected Systems, including costs associated with the requirements of Section I.3.9 of the Tariff.

Payment and refunds associated with the costs of such studies will be coordinated between Interconnection Customer and the Internal Affected Party(ies) unless such costs are included in the costs of the Interconnection Study, in which case, the Internal Affected Party(ies) shall provide System Operator on a monthly basis, and in the form and format specified by the System Operator, invoices for the work conducted on the respective Interconnection Study each month and shall include in such invoices all employee hours and third party consultant hours, including subcontractor hours, expended toward the Interconnection Studies.

The System Operator shall seek the cooperation of all Internal Affected Parties in all matters related to the conduct of studies and the determination of modifications to Internal Affected Systems. Nothing in the foregoing is intended to authorize Interconnection Customer to receive interconnection, related facilities or other services on an Affected System, and provision of such services must be handled through separate arrangements with Internal Affected Party(ies).

### **3.6A Coordination with Affected Systems Outside New England Control Area.**

System Operator will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System Operators. Interconnection Customer will cooperate with System Operator and Affected System Operator in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

An Interconnecting Transmission Owner in the New England Control Area whose system may be impacted by a proposed interconnection on an Affected System shall cooperate with the System Operator and Affected System to transmission whom a proposed interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Interconnecting Transmission Owner's portion of the New England Transmission System.

#### **3.6A.1 Initial Notification.**

System Operator must notify Affected System Operator of a potential Affected System impact caused by an Interconnection Request within ten (10) Business Days of the completion of the Cluster Study.



At the time of initial notification, System Operator must provide Interconnection Customer with a list of potential Affected Systems, along with relevant contact information.

### **3.6A.2 Notification of Cluster Restudy.**

System Operator must notify Affected System Operator of a Cluster Restudy concurrently with its notification of such Cluster Restudy to Interconnection Customers.

### **3.6A.3 Notification of Cluster Restudy Completion.**

Upon the completion of System Operator's Cluster Restudy, System Operator will notify Affected System Operator of a potential Affected System impact caused by an Interconnection Request within ten (10) Business Days of the completion of the Cluster Restudy, regardless of whether that potential Affected System impact was previously identified. At the time of the notification of the completion of the Cluster Restudy to the Affected System Operator, System Operator must provide Interconnection Customer with a list of potential Affected System Operators, along with relevant contact information

### **3.7 Withdrawal.**

Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to System Operator, which System Operator will transmit to Interconnecting Transmission Owner and any Affected Parties. In addition, if Interconnection Customer fails to adhere to all requirements of this SGIP, except as provided in Section 13.5 (Disputes), the System Operator shall deem the Interconnection Request to be withdrawn and shall provide written notice to Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Except as otherwise provided elsewhere in this SGIP, upon receipt of such written notice, Interconnection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cure the deficiency or to notify the System Operator of its intent to pursue Dispute Resolution, and System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same.

Withdrawal shall result in the loss of Interconnection Customer's Queue Position. If an Interconnection Customer disputes the withdrawal and loss of its Queue Position, then during Dispute Resolution, the System Operator may eliminate Interconnection Customer's Interconnection Request from the queue until such time that the outcome of Dispute Resolution would restore its Queue Position. An Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to System Operator, Interconnecting Transmission Owner, and any Affected Parties all costs prudently incurred with

respect to that Interconnection Request prior to System Operator's receipt of notice described above. Interconnection Customer must pay all monies due before it is allowed to obtain any Interconnection Study data or results.

If Interconnection Customer withdraws its Interconnection Request or is deemed withdrawn by System Operator under Section 3.7 of this SGIP, System Operator shall (i) update the OASIS Queue Position posting; and (ii) impose the Withdrawal Penalty described in Section 3.7.1 of this SGIP. Except as otherwise provided elsewhere in this SGIP, the System Operator and the Interconnecting Transmission Owner shall refund to Interconnection Customer any refundable portion of Interconnection Customer's study deposit or study payments that exceeds the costs incurred, including interest calculated in accordance with section 35.19a(a)(2) of the Commission's regulations, or arrange to charge to Interconnection Customer any amount of such costs incurred that exceed Interconnection Customer's deposit or study payments, including interest calculated in accordance with section 35.19a(a)(2) of the Commission's regulations. The System Operator and Interconnecting Transmission Owner shall refund any portion of the Commercial Readiness Deposit not applied to the Withdrawal Penalty and, if applicable, the deposit in lieu of Site Control. In the event of such withdrawal, System Operator, subject to the confidentiality provisions of Section 13.1 of this SGIP and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information, shall provide, at Interconnection Customer's request, all information developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

### **3.7.1 Withdrawal Penalty.**

Interconnection Customer shall be subject to a Withdrawal Penalty if it withdraws its Interconnection Request or is deemed withdrawn, or the Generating Facility does not otherwise reach Commercial Operation unless: (1) the withdrawal does not have a material impact on the cost or timing of any Interconnection Request in the same Cluster; (2) Interconnection Customer withdraws after receiving Interconnection Customer's most recent Cluster Restudy Report and the Network Upgrade costs assigned to the Interconnection Request identified in that report have increased by more than twenty-five percent (25%) compared to costs identified in Interconnection Customer's preceding Cluster Study Report or Cluster Restudy Report; or (3) Interconnection Customer withdraws after receiving Interconnection Customer's Interconnection Facilities Study Report and the Network Upgrade costs assigned to the

Interconnection Request identified in that report have increased by more than one hundred percent (100%) compared to costs identified in the Cluster Study Report or Cluster Restudy Report.

#### **3.7.1.1 Calculation of the Withdrawal Penalty.**

If Interconnection Customer withdraws its Interconnection Request or is deemed withdrawn prior to the commencement of the initial Cluster Study, Interconnection Customer shall not be subject to a Withdrawal Penalty. If Interconnection Customer withdraws, is deemed withdrawn, or otherwise does not reach Commercial Operation at any point after the commencement of the initial Cluster Study, that Interconnection Customer's Withdrawal Penalty will be the greater of: (1) Interconnection Customer's study deposit required under Section 3.4.1.1 of this SGIP; or (2) as follows in (a)–(d):

- (a) If Interconnection Customer withdraws or is deemed withdrawn during the Cluster Study or after receipt of a Cluster Study Report, but prior to commencement of the Cluster Restudy or Interconnection Facilities Study, Interconnection Customer shall be charged two (2) times its actual allocated cost of all studies performed for Interconnection Customers in the Cluster up until that point in the Interconnection Study process.
- (b) If Interconnection Customer withdraws or is deemed withdrawn during the Cluster Restudy or after receipt of any applicable restudy reports issued pursuant to Section 7.5 of this SGIP, but prior to commencement of the Interconnection Facilities Study, Interconnection Customer shall be charged five percent (5%) its estimated Network Upgrade costs.
- (c) If Interconnection Customer withdraws or is deemed withdrawn during the Interconnection Facilities Study, after receipt of the Interconnection Facilities Study Report issued pursuant to Section 8.3 of this SGIP, or after receipt of the draft SGIA but before Interconnection Customer has executed an SGIA or has requested that its SGIA be filed unexecuted, and has satisfied the other requirements described in Section 11.3 of this SGIP (i.e., Site Control demonstration, SGIA Deposit, reasonable evidence of one or more milestones in the development of the Generating Facility), Interconnection Customer shall be charged ten percent (10%) its estimated Network Upgrade costs.

(d) If Interconnection Customer has executed an SGIA or has requested that its SGIA be filed unexecuted and has satisfied the other requirements described in Section 11.3 of this SGIP (i.e., Site Control demonstration, SGIA Deposit, reasonable evidence of one or more milestones in the development of the Generating Facility) and subsequently withdraws its Interconnection Request or if Interconnection Customer's Generating Facility otherwise does not reach Commercial Operation, that Interconnection Customer's Withdrawal Penalty shall be twenty percent (20%) its estimated Network Upgrade costs.

### **3.7.1.2 Distribution of the Withdrawal Penalty.**

#### **3.7.1.2.1 Initial Distribution of Withdrawal Penalties Prior to Assessment of Network Upgrade Costs Previously Shared with Withdrawn Interconnection Customers in the Same Cluster**

For a single Cluster, System Operator shall hold all Withdrawal Penalty funds until all Interconnection Customers in that Cluster have either: (1) withdrawn or been deemed withdrawn; (2) executed an SGIA; or (3) requested an SGIA to be filed unexecuted. Any Withdrawal Penalty funds collected from the Cluster shall first be used to fund studies conducted under the Cluster Study Process for Interconnection Customers in the same Cluster that have executed the SGIA or requested the SGIA to be filed unexecuted. Next, after the Withdrawal Penalty funds are applied to relevant study costs in the same Cluster, System Operator will apply the remaining Withdrawal Penalty funds to reduce net increases, for Interconnection Customers in the same Cluster, in Interconnection Customers' Network Upgrade cost assignment and associated financial security requirements under Article 6.3 of the pro forma SGIA attributable to the impacts of withdrawn Interconnection Customers that shared an obligation with the remaining Interconnection Customers to fund a Network Upgrade, as described in more detail in Sections 3.7.1.2.3 and 3.7.1.2.4. The total amount of funds used to fund these studies under the Cluster Study Process or those applied to any net increases in Network Upgrade costs for Interconnection Customers in the same Cluster shall not exceed the total amount of Withdrawal Penalty funds collected from the Cluster.

Withdrawal Penalty funds shall first be applied as a refund to invoiced study costs for Interconnection Customers in the same Cluster that did not withdraw within thirty (30) Calendar Days of such Interconnection Customers executing their SGIA or requesting to have their SGIA filed unexecuted. Distribution of Withdrawal Penalty funds within one specific Cluster for study costs shall not exceed the total actual Cluster Study Process costs for the Cluster. Withdrawal Penalty funds applied to study costs

shall be allocated within the same Cluster to Interconnection Customers in a manner consistent with the System Operator's method in Section 13.3 of this SGIP for allocating the costs of Interconnection Studies conducted on a clustered basis. System Operator shall post the balance of Withdrawal Penalty funds held by System Operator but not yet dispersed on its OASIS site and update this posting on a quarterly basis.

If an Interconnection Customer withdraws after it executes, or requests the unexecuted filing of, its SGIA, System Operator shall first apply such Interconnection Customer's Withdrawal Penalty funds to any restudy costs required due to Interconnection Customer's withdrawal as a credit to as-yet-to be invoiced study costs to be charged to the remaining Interconnection Customers in the same Cluster in a manner consistent with the System Operator's method in Section 13.3 of this SGIP for allocating the costs of interconnection studies conducted on a clustered basis. Distribution of the Withdrawal Penalty funds for such restudy costs shall not exceed the total actual restudy costs.

#### **3.7.1.2.2 Assessment of Network Upgrade Costs Previously Shared with Withdrawn Interconnection Customers in the Same Cluster**

If Withdrawal Penalty funds remain for the same Cluster after the Withdrawal Penalty funds are applied to relevant study costs, System Operator will determine if the withdrawn Interconnection Customers, at any point in the Cluster Study Process, shared cost assignment for one or more Network Upgrades with any remaining Interconnection Customers in the same Cluster based on the Cluster Study Report, Cluster Restudy Report(s), Interconnection Facilities Study Report, and any subsequent issued restudy report issued for the Cluster.

In Section 3.7.1.2 of this SGIP, shared cost assignments for Network Upgrades refers to the cost of Network Upgrades still needed for the same Cluster for which an Interconnection Customer, prior to withdrawing its Interconnection Request, shared the obligation to fund along with Interconnection Customers that have executed an SGIA, or requested the SGIA to be filed unexecuted.

If System Operator's assessment determines that there are no shared cost assignments for any Network Upgrades in the same Cluster for the withdrawn Interconnection Customer, or determines that the withdrawn Interconnection Customer's withdrawal did not cause a net increase in the shared cost assignment for any remaining Interconnection Customers' Network Upgrade(s) in the same Cluster, System Operator will return any remaining Withdrawal Penalty funds to the withdrawn Interconnection

Customer(s). Such remaining Withdrawal Penalty funds will be returned to withdrawn Interconnection Customers based on the proportion of each withdrawn Interconnection Customer's contribution to the total amount of Withdrawal Penalty funds collected for the Cluster (i.e., the total amount before the initial disbursement required under Section 3.7.1.2.1 of this SGIP). System Operator must make such disbursement within sixty (60) Calendar Days of the date on which all Interconnection Customers in the same Cluster have either: (1) withdrawn or been deemed withdrawn; (2) executed an SGIA; or (3) requested an SGIA to be filed unexecuted. For the withdrawn Interconnection Customers that System Operator determines have caused a net increase in the shared cost assignment for one or more Network Upgrade(s) in the same Cluster under Section 3.7.1.2.3(a) of this SGIP, System Operator will determine each such withdrawn Interconnection Customers' Withdrawal Penalty funds remaining balance that will be applied toward net increases in Network Upgrade shared costs calculated under Sections 3.7.1.2.3(a) and 3.7.1.2.3(b) of this SGIP based on each such withdrawn Interconnection Customer's proportional contribution to the total amount of Withdrawal Penalty funds collected for the same Cluster (i.e., the total amount before the initial disbursement requirement under Section 3.7.1.2.1 of this SGIP).

If the System Operator's assessment determines that there are shared cost assignments for Network Upgrades in the same Cluster, System Operator will calculate the remaining Interconnection Customers' net increase in cost assignment for Network Upgrades due to a shared cost assignment for Network Upgrades with the withdrawn Interconnection Customer and distribute Withdrawal Penalty funds as described in Section 3.7.1.2.3, depending on whether the withdrawal occurred before the withdrawing Interconnection Customer executed the SGIA (or filed unexecuted), as described in Section 3.7.1.2.3(a) of this SGIP, or after such execution (or filing unexecuted) of an SGIA, as described in Section 3.7.1.2.3(b) of this SGIP.

As discussed in Section 3.7.1.2.4, System Operator will amend executed (or filed unexecuted) SGIA's of the remaining Interconnection Customers in the same Cluster to apply the remaining Withdrawal Penalty funds to reduce net increases in Interconnection Customers' Network Upgrade cost assignment and associated financial security requirements under Article 6.3 of the pro forma SGIA attributable to the impacts of withdrawn Interconnection Customers on Interconnection Customers remaining in the same Cluster that had a shared cost assignment for Network Upgrades with the withdrawn Interconnection Customers.

### **3.7.1.2.3 Impact Calculations**

#### **3.7.1.2.3(a) Impact Calculation for Withdrawals During the Cluster Study Process**

If an Interconnection Customer withdraws before it executes, or requests the unexecuted filing of, its SGIA, the System Operator will distribute in the following manner the Withdrawal Penalty funds to reduce the Network Upgrade cost impact on the remaining Interconnection Customers in the same Cluster who had a shared cost assignment for a Network Upgrade with the withdrawn Interconnection Customer.

To calculate the reduction in the remaining Interconnection Customers' net increase in Network Upgrade costs and associated financial security requirements under Article 6.3 of the pro forma SGIA, the System Operator will determine the financial impact of a withdrawing Interconnection Customer on other Interconnection Customers in the same Cluster that shared an obligation to fund the same Network Upgrade(s). System Operator shall calculate this financial impact once all Interconnection Customers in the same Cluster either: (1) have withdrawn or have been deemed withdrawn; (2) executed an SGIA; or (3) request an SGIA to be filed unexecuted. System Operator will perform the financial impact calculation using the following steps.

First, System Operator must determine which withdrawn Interconnection Customers shared an obligation to fund Network Upgrades with Interconnection Customers from the same Cluster that have SGIA's that are executed or have been requested to be filed unexecuted. Next, System Operator shall perform the calculation of the financial impact of a withdrawal on another Interconnection Request in the same Cluster by performing a comparison of the Network Upgrade cost estimates between each of the following:

- (1) Cluster Study phase to Cluster Restudy phase (if Cluster Restudy was necessary);
- (2) Cluster Restudy phase to Interconnection Facilities Study phase (if a Cluster Restudy was necessary);
- (3) Cluster Study phase to Interconnection Facilities Study phase (if no Cluster Restudy was performed);

(4) Interconnection Facilities Study phase to any subsequent restudy that was performed before the execution or filing of an unexecuted SGIA;

(5) the restudy to the executed, or filed unexecuted, SGIA (if a restudy was performed after the Facilities Study phase and before the execution or filing of an unexecuted SGIA).

If, based on the above calculations, System Operator determines:

(i) that the costs assigned to an Interconnection Customer in the same Cluster for Network Upgrades that a withdrawn Interconnection Customer shared cost assignment for increased between any two studies, and

(ii) after the impacted Interconnection Customer's SGIA was executed or filed unexecuted, Interconnection Customer's cost assignment for the relevant Network Upgrade is greater than it was prior to the withdrawal of Interconnection Customer in the same Cluster that shared cost assignment for the Network Upgrade,

then System Operator shall apply the withdrawn Interconnection Customer's Withdrawal Penalty funds that has not already been applied to study costs in the amount of the financial impact by reducing, in the same Cluster, the remaining Interconnection Customer's Network Upgrade costs and associated financial security requirements under Article 6.3 of the pro forma SGIA.

If System Operator determines that more than one Interconnection Customer in the same Cluster was financially impacted by the same withdrawn Interconnection Customer, System Operator will apply the relevant withdrawn Interconnection Customer's Withdrawal Penalty funds that has not already been applied to study costs to reduce the financial impact to each Interconnection Customer based on each Interconnection Customer's proportional share of the financial impact, as determined by either the Proportional Impact Method if it is a System Network Upgrade or on a per capita basis if it is a Substation Network Upgrade, as described under Section 4.2.1 of this SGIP.



#### **3.7.1.2.3(b) Impact Calculation for Withdrawals in the Same Cluster After the Cluster Study**

##### **Process**

If an Interconnection Customer withdraws after it executes, or requests the unexecuted filing of, its SGIA, System Operator will distribute in the following manner the remaining Withdrawal Penalty funds to reduce the Network Upgrade cost impact on the remaining Interconnection Customers in the same Cluster who had a shared cost assignment with the withdrawn Interconnection Customer for one or more Network Upgrades.

System Operator will determine the financial impact on the remaining Interconnection Customers in the same Cluster within thirty (30) Calendar Days after the withdrawal occurs. The System Operator will determine that financial impact by comparing the Network Upgrade cost funding obligations Interconnection Customers shared with the withdrawn Interconnection Customer before the withdrawal of Interconnection Customer and after the withdrawal of Interconnection Customer. If that comparison indicates an increase in Network Upgrade costs for an Interconnection Customer, System Operator shall apply the withdrawn Interconnection Customer's Withdrawal Penalty funds to the increased costs each impacted Interconnection Customer in the same Cluster experienced associated with such Network Upgrade(s) in proportion to each Interconnection Customer's increased cost assignment, as determined by System Operator.

#### **3.7.1.2.4 Amending SGIA to Apply Reductions to Interconnection Customer's Assigned Network Upgrade Costs and Associated Financial Security Requirement with Respect to Withdrawals in the Same Cluster**

Within thirty (30) Calendar Days of all Interconnection Customers in the same Cluster having: (1) withdrawn or been deemed withdrawn; (2) executed an SGIA; or (3) requested an SGIA to be filed unexecuted, System Operator must perform the calculations described in Section 3.7.1.2.3(a) of this SGIP and provide such Interconnection Customers with an amended SGIA that provides the reduction in Network Upgrade cost assignment and associated reduction to Interconnection Customer's financial security requirements, under Article 6.3 of the pro forma SGIA, due from Interconnection Customer to the Interconnecting Transmission Owner.

Where an Interconnection Customer executes the SGIA (or requests the filing of an unexecuted SGIA) and is later withdrawn or its SGIA is terminated, System Operator must, within thirty (30) Calendar Days

of such withdrawal or termination, perform the calculations described in Section 3.7.1.2.3(b) of this SGIP and provide such Interconnection Customers in the same Cluster with an amended SGIA that provides the reduction in Network Upgrade cost assignment and associated reduction to Interconnection Customer's financial security requirements, under Article 6.3 of the pro forma SGIA, due from Interconnection Customer to Interconnecting Transmission Owner.

Any repayment by Interconnecting Transmission Owner to Interconnection Customer under Article 6.1 of the pro forma SGIA of amounts advanced for Network Upgrades after the Generating Facility achieves Commercial Operation shall be limited to Interconnection Customer's total amount of Network Upgrade costs paid and associated financial security provided to Interconnecting Transmission Owner under Article 6.3 of the pro forma SGIA.

#### **3.7.1.2.5 Final Distribution of Withdrawal Penalty Funds**

If Withdrawal Penalty funds remain for the Cluster after the Withdrawal Penalty funds are applied to relevant study costs and net increases in shared cost assignments for Network Upgrades to remaining Interconnection Customers, System Operator or Interconnecting Transmission Owner, as appropriate, will return any remaining Withdrawal Penalty funds to the withdrawn Interconnection Customers in the same Cluster net of the amount of each withdrawn Interconnection Customer's Withdrawal Penalty funds applied to study costs and net increases in shared cost assignments for Network Upgrades to remaining Interconnection Customers.

### **3.8 Identification of Contingent Facilities.**

System Operator shall identify Contingent Facilities before the execution of the SGIA by reviewing the Interconnection Facilities and Network Upgrades associated with an Interconnection Request with a higher Queue Position or the list of transmission projects planned or proposed for the New England Transmission System to identify those upgrades that are not yet in service but upon which the Interconnection Request's costs, timing, and study findings are dependent, and if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing. Planned or proposed upgrades will be identified as Contingent Facilities for an Interconnection Request if the absence of those upgrades would cause additional Adverse System Impacts to be identified in the Cluster Study, using the same conditions as those used in the Cluster Study. The thresholds for identification of Adverse System Impact for the purpose of identifying Contingent Facilities will be as follows: (i) an increase in the flow in an element by

at least two percent of the element's rating and that causes that flow to exceed that element's appropriate thermal rating by more than two percent where the appropriate thermal rating is the normal rating with all lines in service and the long time emergency or short time emergency rating after a contingency; (ii) a change of at least one percent in a voltage that causes a voltage level that is higher or lower than the appropriate high or low rating by more than one percent; (iii) an increase of at least a one percent change in the short circuit current experienced by an element and that causes a short circuit stress that is higher than an element's interrupting or withstand capability; or (iv) the introduction of a violation of stability criteria. Contingent Facilities that are identified during the evaluation of the Interconnection Request shall be documented in the Cluster Study report or the SGIA for the Small Generating Facility. System Operator shall also provide, upon request of Interconnection Customer, the estimated Interconnection Facility and/or Network Upgrade costs and estimated in-service completion time for each identified Contingent Facilities when this information is readily available and not commercially sensitive.

### **3.9 Penalties for Failure to Meet Study Deadlines.**

(1) System Operator or Interconnecting Transmission Owner shall be subject to a penalty if it fails to complete a Cluster Study, Cluster Restudy, Interconnection Facilities Study, or Affected Systems Study by the applicable deadline set forth in this SGIP. The responsibilities of System Operator and Interconnecting Transmission Owner in the conduct of such studies are set forth in the Transmission Operating Agreement and ISO New England Planning Procedures. System Operator or Interconnecting Transmission Owner must pay the penalty for each late Cluster Study, Cluster Restudy, and Interconnection Facilities Study on a pro rata basis per Interconnection Request to all Interconnection Customer(s) included in the relevant study that did not withdraw, or were not deemed withdrawn, from System Operator's interconnection queue before the missed study deadline in proportion to each Interconnection Customer's final study cost. System Operator or Interconnecting Transmission Owner must pay the penalty for a late Affected Systems Study on a pro rata basis per interconnection request to all Affected System Interconnection Customer(s) included in the relevant Affected System Study that did not withdraw, or were not deemed withdrawn, from the host transmission provider's interconnection queue before the missed study deadline in proportion to each Interconnection Customer's final study cost. Except as provided below, the study delay penalty for each late study shall be distributed no later than forty-five (45) Calendar Days after the late study has been completed.

(2) For penalties assessed in accordance with this Section, the penalty amount will be equal to: \$1,000 per Business Day for delays of Cluster Studies beyond the applicable deadline set forth in this SGIP; \$2,000

per Business Day for delays of Cluster Re-Studies beyond the applicable deadline set forth in this SGIP; \$2,000 per Business Day for delays of Affected System Studies beyond the applicable deadline set forth in this SGIP; and \$2,500 per Business Day for delays of Interconnection Facilities Studies beyond the applicable deadline set forth in this SGIP. The total amount of a penalty assessed under this Section shall not exceed: (a) one hundred percent (100%) of the initial study deposit(s) received for all of the Interconnection Requests in the Cluster for Cluster Studies and Cluster Restudies; (b) one hundred percent (100%) of the initial study deposit received for the single Interconnection Request in the study for Interconnection Facilities Studies; and (c) one hundred percent (100%) of the study deposit(s) that System Operator or Interconnecting Transmission Owner collects for conducting the Affected System Study.

(3) System Operator or Interconnecting Transmission Owner may appeal to the Commission any penalties imposed under this Section. Any such appeal must be filed no later than forty-five (45) Calendar Days after the late study has been completed. While an appeal to the Commission is pending, System Operator or Interconnecting Transmission Owner shall remain liable for the penalty, but need not distribute the penalty until forty-five (45) Calendar Days after (1) the deadline for filing a rehearing request has ended, if no requests for rehearing of the appeal have been filed, or (2) the date that any requests for rehearing of the Commission's decision on the appeal are no longer pending before the Commission. The Commission may excuse System Operator or Interconnecting Transmission Owner from penalties under this Section for good cause.

(4) No penalty will be assessed under this Section where a study is delayed by ten (10) Business Days or less. If the study is delayed by more than ten (10) Business Days, the penalty amount will be calculated from the first Business Day the System Operator or Interconnecting Transmission Owner misses the applicable study deadline.

(5) If (a) System Operator or Interconnecting Transmission Owner needs to extend the deadline for a particular study subject to penalties under this Section and (b) all Interconnection Customers or Affected System Interconnection Customers included in the relevant study mutually agree to such an extension, the deadline for that study shall be extended thirty (30) Business Days from the original deadline. In such a scenario, no penalty will be assessed for System Operator or Interconnecting Transmission Owner missing the original deadline.

(6) No penalties shall be assessed until the third Cluster Study cycle (including any Transitional Cluster Study cycle, but not Transitional Serial Interconnection Facilities Studies) after the Commission-approved effective date of this SGIP.

(7) System Operator and Interconnecting Transmission Owner must maintain on its OASIS or its public website summary statistics related to penalties assessed under this Section, updated quarterly. For each calendar quarter, System Operator and Interconnecting Transmission Owner must calculate and post (1) the total amount of penalties assessed under this Section during the previous reporting quarter and (2) the highest penalty assessed under this Section paid to a single Interconnection Customer or Affected System Interconnection Customer during the previous reporting quarter. System Operator and Interconnecting Transmission Owner must post on their respective OASIS or website these penalty amounts for each calendar quarter within thirty (30) Calendar Days of the end of the calendar quarter. System Operator and Interconnecting Transmission Owner must maintain the quarterly measures posted on their respective OASIS or website for three (3) calendar years with the first required posting to be the third Cluster Study cycle (including any Transitional Cluster Study cycle, but not Transitional Serial Interconnection Facilities Studies) after System Operator transitions to the Cluster Study Process.

## **SECTION 4. INTERCONNECTION REQUEST EVALUATION PROCESS.**

### **4.1 Queue Position.**

#### **4.1.1 Assignment of Queue Position.**

System Operator shall assign a Queue Position based upon the date and time of receipt of the valid Interconnection Request provided all items required pursuant to the provisions of Section 3.4.2 of this SGIP are received. A higher Queue Position assigned to an Interconnection Request is one that has been placed “earlier” in the queue in relation to another Interconnection Request that is assigned a lower Queue Position. All requests studied in a single Cluster shall be considered equally queued. Interconnection Customers that are part of a Cluster initiated earlier in time than an instant Cluster Study shall be considered to have a higher Queue Position than Interconnection Customers that are part of Clusters initiated later than an instant Cluster.

Any ongoing CSIS or CFACs as of June 13, 2024 shall include the Interconnection Requests that were identified as eligible to participate in the CSIS and CFAC and met the associated requirements for

inclusion in said studies in accordance with Section 4.2 of this SGIP. Interconnection Requests included in such a CSIS or CFAC shall consider a higher queued Interconnection Request not included in the cluster. A lower queued Interconnection Request that is not included in such a CSIS or CFAC shall consider all of the higher queued Interconnection Requests that are part of such a CSIS or CFAC.

#### **4.1.1 Considerations Related to Achieving CNR Interconnection Service.**

Participation in a CNR Group Study was required to achieve CNR Interconnection Service and CNI Interconnection Service prior to September 4, 2024.

After September 4, 2024 CNR the Transitional Cluster Study, Transitional CNR Group Study or Cluster Study processes shall be the only means for Generating Facilities subject to the Interconnection Procedures to achieve CNR Interconnection Service.

Interconnection Requests submitted to Interconnecting Transmission Owners or their distribution company affiliates pursuant to the applicable state tariff, rules or procedures that have obtained Proposed Plan Application approval from the System Operator pursuant to Section I.3.9 of the Tariff shall be included in Base Case for the Transitional CNR Group Study or a Cluster Study in order of submission/approval (the dates of Proposed Plan Application approval shall be used for interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates) provided that such Section I.3.9 approval was received at least ninety (90) Calendar days after the formation of the Base Case consistent with Section 2.3 of this SGIP.

#### **4.2 General Study Process.**

Interconnection Studies performed using clustering shall be conducted in such a manner to ensure the efficient implementation of the applicable Regional System Plan in light of the New England Transmission System's capabilities for the time period under study and consistent with Good Utility Practice.

The System Operator may use subgroups in the Cluster Study Process. If the System Operator elects to use subgroups in the Cluster Study Process, System Operator must publish the criteria used to define and determine subgroups on its OASIS or public website prior to the opening of a Cluster Request Window.

#### **4.2.1 Triggers for CRPS.**

The System Operator, at its discretion, may initiate a CRPS pursuant to Section 15 of Attachment K, Section II of the Tariff, when it identifies any of the following interconnection circumstances:

- (1) the withdrawal from the Cluster Study Process of two (2) or more Interconnection Requests for resources in the same electrical part of the New England Control Area; or
- (2) where procurements are underway for resources in the same electrical part of the New England Control Area;

and, none of the resources described in (1) or (2) above will be able to interconnect to the Administered Transmission System without the use of common significant new transmission line infrastructure rated at or above 115 kV AC or HVDC.

System Operator may also initiate a CRPS in an electrical part of the New England Control Area where System Operator previously identified the need for a CETU to interconnect new resources.

#### **4.2.2 Notice of Initiation of CRPS.**

When the System Operator identifies the interconnection circumstances in Section 4.2.1 of this SGIP, the System Operator will provide notice to the Planning Advisory Committee of the initiation of a CRPS in accordance with Section 15.1 of Attachment K, Section II of the Tariff. The System Operator will perform a CRPS to identify the CETU and associated system upgrades to enable the interconnection of potentially all of the resources for which the interconnection circumstances described in Section 4.2.1 of this SGIP were identified, consistent with Section 15.2 of Attachment K. The results of the CRPS performed under Attachment K will inform the Cluster entry process and requirements for Interconnection Requests for Generating Facilities that need the CETU to meet the interconnection standards in Schedules 22, 23, or 25 of the OATT. The System Operator will provide notice to Interconnection Customers with Interconnection Request identified as needing the CETU to meet the interconnection standards prior to or at the Cluster Scoping Meeting.

#### **4.2.3 Requirements for CETU-Eligible Interconnection Requests.**

#### **4.2.3.1 Cluster Entry Requirements for CETU-Eligible Interconnection Requests.**

**4.2.3.1.1 CRPS Completed Prior to Transitional Cluster Study** For a CRPS that was completed prior to the start of the Transitional Cluster Study, and for which a CSIS has not commenced, all Interconnection Requests identified in the final CRPS report, by Queue Position as assigned in accordance with Section 4.1 of this SGIP, shall be eligible to elect to enter the Transitional Cluster Study under Section 5.1.1.2 of this SGIP. By the deadline to return the Transitional Cluster Study Agreement, an Interconnection Customer with an Interconnection Request identified in the final CRPS report as eligible to elect to enter the Transitional Cluster Study must, in writing:

1. withdraw the Interconnection Request, pursuant to Section 3.7; or
2. request to be included in the Transitional Cluster Study, meet the requirements specified in Section 5.1.1.2, (except for the Commercial Readiness Deposit) and submit to the System Operator the CETU Participation Deposit specified in Section 4.2.3.2 of this SGIP. Such deposit shall be in cash.

If, by the deadline to submit the Transitional Cluster Study Agreement, Interconnection Customer fails to withdraw its Interconnection Request or request to be included in the Transitional Cluster Study and meet the requirements specified in this Section 4.2.3.1.1, then the Interconnection Request will be automatically withdrawn from the interconnection queue without further opportunity to cure. If Interconnection Customer elects option (2) above and does not meet all of the CSIS entry requirements specified in this Section 4.2.3.1.1 by the deadline to submit the Transitional Cluster Study Agreement, the Interconnection Request will be automatically withdrawn from the interconnection queue as of that date without further opportunity to cure. If an initial CETU Participation Deposit had been submitted as part of an otherwise incomplete Transitional Cluster Study entry requirements submission, the initial CETU Participation Deposit will be refunded at the time the Interconnection Request is withdrawn.

**4.2.3.1.2 CRPS Initiated After the Transition Cluster Study** All Interconnection Requests that, based on a final CRPS report that the System Operator has completed pursuant to Attachment K, reasonably expect to, or have been notified by System Operator that they need, the CETU and associated system upgrades identified in that final CRPS report must request to be included in the Cluster Study, meet the requirements specified in Section 5.1.1.2 (with the exception of the Commercial Readiness Deposit), and submit to the System Operator the CETU Participation Deposit specified in Section 4.2.3.2 of this SGIP. Such deposit shall be required to be in cash. If Interconnection Customer does not meet all of the entry



requirements specified in this Section 4.2.3.1.2 by close of the Cluster Request Window, the Interconnection Request will be automatically withdrawn from the interconnection queue as of the Cluster Entry Deadline without further opportunity to cure. If an initial CETU Participation Deposit had been submitted as part of the incomplete Interconnection Request, the initial CETU Participation Deposit will be refunded at the time the Interconnection Request is withdrawn.

Where a CRPS under Attachment K has not been completed prior to the opening of a Cluster Entry Window, Interconnection Requests in the electrical part of the system subject to the CRPS will be eligible to participate in the next Cluster Study following completion of the CRPS.

**4.2.3.2. CETU Participation Deposit for CETU Eligible Interconnection Requests.** By the close of the Cluster Request Window, Interconnection Customer also must submit to the System Operator an initial CETU Participation Deposit equal to five (5) percent of Interconnection Customer's cost allocation responsibility for the CETU and associated system upgrades to be determined based on the cost estimates provided in the final CRPS report. If the System Operator subsequently identifies that an Internal ETU has met the requirements to take the place of a CETU, or portion thereof, pursuant to Section 5.1.1.2 and 7.3 of this ETU IP, the initial CETU Participation Deposit will be reduced to exclude the costs associated with the CETU, or portion thereof, that is being replaced by the Internal ETU, and Interconnection Customer shall be refunded the corresponding amount. Cost allocation of the CETU and associated system upgrades shall be in accordance with Schedule 11, Section II of this Tariff.

The initial CETU Participation Deposit will be fully refunded (with interest to be calculated in accordance with Section 3.7 of this SGIP) to Interconnection Customer with an Interconnection Request that met the cluster entry requirements: (i) if the CETU is initially undersubscribed by more than ten (10) percent of the quantity of megawatts that the CETU developed through the CRPS was designed to enable and Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.7, before the Cluster Study starts, (ii) if the CETU is initially oversubscribed as described in Section 4.2.3.3.2 of this SGIP (e.g., the CETU developed through the CRPS is designed to enable 1,000 MW and more than 1,000 MW meet the Cluster Study or Transitional Cluster Study entry requirements), in which case the CETU Participation Deposit will be refunded to Interconnection Customers with Interconnection Requests corresponding to the oversubscribed megawatt quantities, (iii) if the cost estimates for the CETU and the associated system upgrades provided in the final CRPS report for the entire cluster have increased by twenty-five (25) percent or more when compared to the cost estimates

provided in the draft Cluster Study report or the draft Transitional Cluster Study Report, draft Cluster Study or the draft Facilities Study Report and Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.7, within thirty (30) Calendar Days after receipt of the draft Transitional Cluster Study Report, draft Cluster Study Report or the draft Facilities Study Report in accordance with Sections 7.5 and 8.3 of this SGIP, respectively, (iv) if at the time Interconnection Customer with an Interconnection Request included in the CSIS provides to the Interconnecting Transmission Owner the deposit specified in Section 11.3.1.2 of this SGIP or (v) if all Interconnection Requests included in the cluster withdraw from the interconnection queue.

Otherwise, the CETU Participation Deposit shall be non-refundable if Interconnection Customer withdraws its Interconnection Request or the Interconnection Request is withdrawn from the interconnection queue at any time after the Customer Engagement Window. The non-refundable CETU Participation Deposit shall be re-allocated, according to the cost allocation methodology contained in Schedule 11, to Interconnection Customers with Interconnection Requests included in a cluster at the time the facilities proposed in the Interconnection Requests achieve Commercial Operation.

#### **4.2.3.3 CETU Filling and Oversubscription.**

For purposes of the Transitional Cluster Study, the CETU shall be filled with all Interconnection Requests in the same electrical part of the New England Control Area that the System Operator previously identified as needing the CETU identified in the final CRPS report and that met the Transitional Cluster Study entry requirements by the Cluster Request Window up to the approximate megawatt quantity identified in the final CRPS report as potentially enabled by the CETU. The Interconnection Requests will be included Transitional Cluster Study in queue order, based on the Queue Positions assigned in accordance with Section 4.1 of this SGIP, relative to other eligible Interconnection Requests. In the event that the CETU is filled and lower queued Interconnection Requests remain, such requests shall be withdrawn by System Operator, all remaining deposits will be refunded, and System Operator may initiate a new CRPS under Attachment K in the same electrical area of the system.

For Cluster Studies, the CETU shall be filled with all Interconnection Requests in the same electrical part of the New England Control Area submitted during the next Cluster Request Window following the publication of the final CRPS report that the System Operator determines need the CETU identified in the final CRPS report and meet the Cluster Study entry requirements by close of the Cluster Entry Window

up to the approximate megawatt quantity identified in the final CRPS as potentially enabled by the CETU.

If the Interconnection Requests identified by the System Operator as needing the CETU identified in the final CRPS report that elect to enter the Cluster Study exceed the quantity of megawatts identified as potentially enabled by the CETU in the final CRPS report, the System Operator shall fill the CETU first with Interconnection Requests that have been selected in, or are contractually bound by, a state-sponsored request for proposals. In the event that the CETU is filled and additional Interconnection Requests are not able to be included, such requests will not proceed into the Cluster Study, all deposits will be refunded, System Operator may initiate a new CRPS under Attachment K in the same electrical area of the system.

#### **4.2.4. Cluster Interconnection Facilities Study.**

The following provisions shall only apply to Interconnection Customers that executed a CFAC prior to the effective date of this SGIP.

Notwithstanding any other provision in this SGIP, an Interconnection Customer with an Interconnection Request included in a completed CSIS will not be eligible to waive the, or request a separate, CFAC. All Interconnection Customers with an Interconnection Request included in a completed CSIS shall be studied together in the CFAC for the purpose of implementing the conclusions of the CSIS with respect to non-sole use facilities.

**4.2.4.1 Cluster Interconnection Facilities Study Entry Requirements.** An Interconnection Customer with an Interconnection Request that was included in a completed CSIS shall execute an Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to the System Operator, together with the required technical data and refundable deposit for the Interconnection Facilities Study as specified in Section 8.1 of this SGIP.

**4.2.4.2. Scope of Interconnection Facilities Study.** The CFAC will be conducted in accordance with Sections 8.2 and 8.3 of this SGIP based on a +/- 20 percent good faith cost estimate.

**4.2.4.3 Re-study of the Interconnection Facilities Study.** In addition to the circumstances specified in Section 8.5 of this SGIP, a re-study of the CFAC is required due to the withdrawal of an Interconnection Request that had been included in the CFAC. A re-study of the CSIS and CFAC will be conducted to

determine if there are any changes in the upgrades identified during the CSIS and CFAC with the exception of the CETU identified in the final CRPS report, which shall remain configured consistent with the megawatt quantity(ies) considered in the final CRPS report.

**4.2.4.4 Additional CETU Participation Deposit.** Within thirty (30) Calendar Days after receipt of the final CFAC report in accordance with Section 8.3 of this SGIP, an Interconnection Customer with an Interconnection Request included in the CFAC shall submit to the System Operator an additional CETU Participation Deposit equal to five (5) percent of Interconnection Customer's cost allocation responsibility for the CETU and associated system upgrades to be determined based on the cost estimates provided in the final CFAC report. Cost allocation of the CETU and associated system upgrades shall be in accordance with Schedule 11, Section II of this Tariff.

The additional CETU Participation Deposit provided under this Section 4.2.4 will be fully refunded (with interest to be calculated in accordance with Section 3.7 of this SGIP) to Interconnection Customer that submitted the additional CETU Participation Deposit (i) at the time Interconnection Customer with an Interconnection Request included in this CSIS provides to the Interconnecting Transmission Owner the deposit specified in Section 11.3.1.2 of this SGIP or (ii) if all Interconnection Requests included in the cluster withdraw from the interconnect queue.

Otherwise, the additional CETU Participation Deposit shall be non-refundable if Interconnection Customer withdraws its Interconnection Request or the Interconnection Request is withdrawn from the interconnection queue. The non-refundable additional CETU Participation Deposits shall be re-allocated, according to the cost allocation methodology contained in Schedule 11, to Interconnection Customers with Interconnection Requests included in a cluster at the time the facilities proposed in the Interconnection Requests achieve Commercial Operation.

### **4.3 Transferability of Queue Position.**

An Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Generating Facility identified in the Interconnection Request and the Point of Interconnection does not change. Interconnection Customer must notify the System Operator, in writing, of any transfers of Queue Position and must provide the System Operator with the transferee's contact information, and System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same.

#### **4.4 Modifications.**

Interconnection Customer shall submit to System Operator and Interconnecting Transmission Owner, in writing, modifications to any information provided in the Interconnection Request, including its attachments. Interconnection Customer shall retain its Queue Position if the modifications are in accordance with Sections 4.4.1, ~~or~~ 4.4.4, or 7.5 of this SGIP or the predecessor rules under the SGIP, or are determined not to be Material Modifications pursuant to Section 4.4.2 of this SGIP. The System Operator will notify the Interconnecting Transmission Owner, and, when System Operator deems it appropriate in accordance with applicable codes of conduct and confidentiality requirements, it will notify any Affected Party or Internal Affected Party of such modifications.

A new Interconnection Request shall be required to: (1) increase the energy capability or capacity output of a Generating Facility above that specified in an Interconnection Request, an existing Interconnection Agreement (whether executed or filed in unexecuted form with the Commission), or as established pursuant to Section 5.2 of this SGIP; or (2) change from NR Interconnection Service to CNR Interconnection Service, at any time.

During the course of the Interconnection Studies, the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request. To the extent the identified changes do not constitute a Material Modification and are acceptable to the Parties, such acceptance not to be unreasonably withheld, System Operator and the Interconnecting Transmission Owner shall modify the Point of Interconnection prior to the completion of a Cluster Study and Interconnection Customer shall retain its Queue Position.

**4.4.1** Prior to the return of the Cluster Study Agreement or Transitional Cluster Study Agreement, modifications permitted under this Section shall include specifically: (a) a decrease of up to 60 percent of electrical output (MW) of the proposed Small Generating Facility, through either (1) a decrease in facility size or (2) a decrease in Interconnection Service level (consistent with the process described in Section 3.1 of this SGIP) accomplished by applying System Operator-approved injection-limiting equipment proposed by Interconnection Customer and subject to review in the Interconnection System Impact Study;

(b) modifying the technical parameters associated with the Small Generating Facility technology or the Small Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration.

**4.4.2** Prior to making any modification other than those specifically permitted by Sections 4.4.1, 4.4.4, or 7.5 of this SGIP, Interconnection Customer may first request that the System Operator and Interconnecting Transmission Owner evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, the System Operator in consultation with the Interconnecting Transmission Owner, and in consultation with any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall evaluate, at Interconnection Customer's cost, the proposed modifications prior to making them and the System Operator will inform Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Any change to the Point of Interconnection, except those deemed acceptable under Sections 3.1.2 or 4.4.1 of this SGIP or so allowed elsewhere, shall constitute a Material Modification. Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.

**4.4.3** Interconnection Customer may request, and System Operator shall evaluate, the addition to the Interconnection Request of a Generating Facility with the same Point of Interconnection indicated in the initial Interconnection Request, if the addition of the Generating Facility does not increase the requested Interconnection Service level. System Operator must evaluate such modifications prior to deeming them a Material Modification, but only if Interconnection Customer submits them prior to the return of the executed Interconnection Facilities Study Agreement by Interconnection Customer to System Operator. Interconnection Customers requesting that such a modification be evaluated must demonstrate the required Site Control at the time such request is made.

**4.4.4** Upon receipt of Interconnection Customer's request for modification that does not constitute a Material Modification and therefore is permitted under this Section 4.4 of this SGIP, the System Operator in consultation with the Interconnecting Transmission Owner and in consultation with any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall commence and perform any necessary additional studies as soon as practicable, but in no event shall the System Operator, Interconnecting Transmission

Owner, or Affected Party or Internal Affected Party commence such studies later than thirty (30) Calendar Days after receiving notice of Interconnection Customer's request. Any additional studies resulting from such modification shall be done at Interconnection Customer's cost.- Any such request for modification of the Interconnection Request must be accompanied by any resulting updates to the models described in Attachment A to the Appendix 1 of this SGIP.

**4.4.5** Extensions of less than three (3) cumulative years in the Commercial Operation Date, In-Service Date or Initial Synchronization Date of the Small Generating Facility to which the Interconnection Request relates are not material and should be handled through construction sequencing, provided that the extension(s) do not exceed seven (7) years from the date the Interconnection Request was received by the System Operator. For purposes of this section, the Commercial Operation Date reflected in the initial Interconnection Request shall be used to calculate the permissible extension prior to Interconnection Customer executing an SGIA or requesting that the SGIA be filed unexecuted. After an SGIA is executed or requested to be filed unexecuted, the Commercial Operation Date reflected in the SGIA shall be used to calculate the permissible extension. Each cumulative extensions may not exceed three years including both extensions requested after execution of the SGIA by Interconnection Customer or the filing of an unexecuted SGIA by System Operator and those requested prior to execution of the SGIA by Interconnection Customer or the filing of an unexecuted SGIA by System Operator.

**4.4.6** Extensions of three (3) or more cumulative years in the Commercial Operation Date, In-Service Date or Initial Synchronization Date of the Small Generating Facility to which the Interconnection Request relates or any extension of a duration that results in the Initial Synchronization Date exceeding the date the Interconnection Request was received by the System Operator by seven (7) or more years is a Material Modification unless Interconnection Customer demonstrates to the System Operator due diligence, including At-Risk Expenditures, in pursuit of permitting, licensing and construction of the Small Generating Facility to meet the Commercial Operation Date, In-Service Date or Initial Synchronization Date provided in the Interconnection Request. Such demonstration shall be based on evidence to be provided by Interconnection Customer of accomplishments in permitting, licensing, and construction in an effort to meet the Commercial Operation Date, In-Service Date or Initial Synchronization Date provided in this Interconnection Request. Such evidence may include filed documents, records of public hearings, governmental agency findings, documentation of actual construction progress or documentation acceptable to the System Operator showing At-Risk Expenditure made previously, including the previous four (4) months. If the evidence demonstrates that

Interconnection Customer did not undertake reasonable efforts to meet the Commercial Operation Date, In-Service Date or Initial Synchronization Date specified in the Interconnection Request, or demonstrates that reasonable efforts were not undertaken until four (4) months prior to the request for extension, the request for extension shall constitute a Material Modification. Interconnection Customer may then withdraw the proposed Material Modification or proceed with a new Interconnection Request for such modification.

## **SECTION 5. PROCEDURES FOR TRANSITION.**

### **5.1 Procedures for Transitioning to the Cluster Study Process**

**5.1.1** Any Interconnection Customer assigned a Queue Position as of thirty (30) Calendar Days after May 14, 2024 (the filing date of this SGIP) shall retain that Queue Position subject to the requirements in Sections 5.1.1.1 and 5.1.1.2 of this SGIP. Any Interconnection Customer that fails to meet these entry requirements shall have its Interconnection Request deemed withdrawn by System Operator pursuant to Section 3.7 of this SGIP without further opportunity to cure. In such case, System Operator shall not assess Interconnection Customer any Withdrawal Penalty.

Any Interconnection Customer that has received a final Interconnection Facilities Study Report before the commencement of the studies under the transition process set forth in this section shall be tendered an SGIA pursuant to Section 11 of this SGIP, and shall not be required to enter this transition process.

System Operator shall not accept Interconnection Requests submitted after the thirty (30) Calendar Day period described in this section until the first Cluster Request Window opens.

**5.1.1.1 Transitional Serial Study.** An Interconnection Customer that has been tendered an Interconnection Facilities Study (Agreement (other than a CFAC Agreement) as of thirty (30) Calendar Days after May 14, 2024 (the filing date of this SGIP) may opt to proceed with an Interconnection Facilities Study or proceed directly to SGIA negotiations. System Operator shall tender each eligible Interconnection Customer a Transitional Serial Interconnection Facilities Study Agreement, in the form of Appendix 6 to this SGIP, no later than the Commission-approved effective date of this SGIP. System Operator shall proceed with the Interconnection Facilities Study, provided that Interconnection Customer: (1) meets each of the following requirements; and (2) executes the Transitional Serial Interconnection



Facilities Study Agreement within sixty (60) Calendar Days of the Commission-approved effective date of this SGIP. If an eligible Interconnection Customer does not meet these requirements, its Interconnection Request shall be deemed withdrawn without further opportunity to cure and without penalty. System Operator must commence the Transitional Serial Interconnection Facilities Study at the conclusion of this sixty (60) Calendar Day period. Transitional Serial Interconnection Facilities Study costs shall be allocated according to the method described in Section 13.3 of this SGIP.

All of the following must be included when an Interconnection Customer returns the Transitional Serial Interconnection Facilities Study Agreement:

- (1) A deposit equal to one hundred percent (100%) of the costs identified for Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades in Interconnection Customer's system impact study report. If Interconnection Customer does not withdraw, the deposit shall be trued up to actual costs once they are known and applied to future construction costs described in Interconnection Customer's eventual SGIA. Any amounts in excess of the actual construction costs shall be returned to Interconnection Customer within thirty (30) Calendar Days of the issuance of a final invoice for construction costs, in accordance with Article 6.1 of the pro forma SGIA. If Interconnection Customer withdraws or otherwise does not reach Commercial Operation, System Operator shall refund the remaining deposit after the final invoice for study costs and Transitional Withdrawal Penalty is settled. The deposit shall be in the form of an irrevocable letter of credit, or cash where cash deposits shall be treated according to Section 3.7 of this SGIP.
- (2) Exclusive Site Control for 100% of the proposed Generating Facility.
- (3) A study deposit in the amount of the greater of \$100,000 (for new NR Interconnection Service or CNR Interconnection Service requests), \$50,000 (for Interconnection Requests for which Interconnection Studies for NR Interconnection Service have been completed but have not achieved CNR Interconnection Service or for Interconnection Requests seeking to change from existing NR Interconnection Service to CNR Interconnection Service or changes from existing NR Interconnection Service to CNR Interconnection Service) or estimated study costs

Interconnecting Transmission Owner or System Operator shall conduct each Transitional Serial Interconnection Facilities Study and issue the associated Transitional Serial Interconnection Facilities Study Report within one hundred fifty (150) Calendar Days of the Commission-approved effective date of this SGIP.

After System Operator issues each Transitional Interconnection Facilities Study Report, Interconnection Customer shall proceed pursuant to Section 11 of this SGIP. If Interconnection Customer withdraws its Interconnection Request or if Interconnection Customer's Generating Facility otherwise does not reach Commercial Operation, a Withdrawal Penalty shall be imposed on Interconnection Customer equal to nine (9) times Interconnection Customer's total study cost incurred since entering the System Operator's interconnection queue (including the cost of studies conducted under Section 5 of this SGIP).

#### **5.1.1.2 Transitional Cluster Study**

An Interconnection Customer with an assigned Queue Position as of thirty (30) Calendar Days after May 14, 2024 (the filing date of this SGIP) may opt to proceed with a Transitional Cluster Study. System Operator shall tender each eligible Interconnection Customer a Transitional Cluster Study Agreement, in the form of Appendix 5 to this SGIP, no later than the Commission-approved effective date of this SGIP. System Operator shall proceed with the Transitional Cluster Study that includes each Interconnection Customer that: (1) meets each of the following requirements listed as (1) – (4) in this section; and (2) executes the Transitional Cluster Study Agreement within sixty (60) Calendar Days of the Commission-approved effective date of this SGIP. All Interconnection Requests that enter the Transitional Cluster Study shall be considered to have an equal Queue Position that is lower than Interconnection Customer(s) proceeding with Transitional Serial Interconnection Facilities Study. If an eligible Interconnection Customer does not meet these requirements, its Interconnection Request shall be deemed withdrawn without penalty and with no further opportunity to cure. System Operator must commence the Transitional Cluster Study at the conclusion of this sixty (60) Calendar Day period. All identified Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrade costs shall be allocated in the manner described in Schedule 11 to the OATT. Transitional Cluster Study costs shall be allocated according to the method described in Section 13.3 of this SGIP. Interconnection Customers for which the System Operator projects to complete the system impact studies between May 14, 2024 and August 30, 2024, shall be tendered a Transitional Cluster Study Agreement, in the form of Appendix 5 to this SGIP, no later than the Commission-approved effective date of this SGIP. However, if Interconnection Customer accepts the results of its system impact study on or before August 30, 2024, the

System Operator shall not include the Interconnection Request in the Transitional Cluster Study and instead tender a Small Generator Interconnection Agreement pursuant to Section 11 of this SGIP, and refund any deposits associated with participation in the Transitional Cluster Study.

Notwithstanding any other provision, an Interconnection Customer with a valid Queue Position prior to June 13, 2024 that includes a Commercial Operation Date earlier than April 28, 2028, may make a one-time extension to its requested Commercial Operation Date upon entry into the Transitional Cluster Study, where any such extension shall not result in a Commercial Operation Date later than April 28, 2028.

All of the following must be included when an Interconnection Customer returns the Transitional Cluster Study Agreement:

- (1) A selection of either Network Resource Interconnection Service or Capacity Network Resource Interconnection Service. Upon making this selection, an Interconnection Customer requesting CNR Interconnection Service may request that System Operator reduce the Interconnection Request from CNR Interconnection Service to NR Interconnection Service if the System Operator identifies thermal violations in the analysis associated with CNR Interconnection Service testing conditions that are not identified in the analysis associated with the NR Interconnection Service testing conditions for the Interconnection Request. System Operator will notify Interconnection Customer that its Interconnection Request has been reduced to NR Interconnection Service, and list the thermal violations identified in the analysis associated with CNR Interconnection Service testing conditions in the Cluster Study Report.
- (2) A deposit of five hundred thousand (\$500,000) for Interconnection Requests seeking NR Interconnection Service or CNR Interconnection Service, and two hundred-fifty thousand (\$250,000) for Interconnection Requests for which Interconnection Studies for NR Interconnection Service have been completed but have not achieved CNR Interconnection Service or for Interconnection Requests seeking to change from existing NR Interconnection Service to CNR Interconnection Service. The deposit shall be, in the form of an irrevocable letter of credit, or cash where cash deposits shall be treated according to Section 3.7 of this SGIP. If Interconnection Customer does not withdraw, the deposit shall be reconciled with and applied towards future construction costs described in the SGIA. Any amounts in excess of the actual

construction costs shall be returned to Interconnection Customer within thirty (30) Calendar Days of the issuance of a final invoice for construction costs, in accordance with Article 6.1 of the pro forma SGIA. If Interconnection Customer withdraws or otherwise does not reach Commercial Operation, System Operator must refund the remaining deposit once the final invoice for study costs and Transitional Withdrawal Penalty is settled.

- (3) Exclusive Site Control for 100% of the proposed Generating Facility.
- (4) A study deposit in the amount of one-hundred thousand (\$100,000) for Interconnection Requests seeking NR Interconnection Service or CNR Interconnection Service, and fifty-thousand (\$50,000) for Interconnection Requests for which Interconnection Studies for NR Interconnection Service have been completed but have not achieved CNR Interconnection Service or for Interconnection Requests seeking to change from existing NR Interconnection Service to CNR Interconnection Service-Any unused balance of the study deposit associated with the Interconnection Request shall be applied toward the study deposit associated with the Transitional Cluster Study Agreement.
- (5) All technical data required under Appendix 1, Attachment A and Attachment A-1 (if applicable) of this SGIP to the extent Interconnection Customer has not already provided such data.

System Operator shall conduct the Transitional Cluster Study and issue both an associated interim Transitional Cluster Study Report and an associated final Transitional Cluster Study Report. The Study Case for the Transitional Cluster Study shall include any CETU and associated system upgrades identified in a final CRPS Report prior to the opening of the Transitional Cluster Study, provided that System Operator receives Interconnection Requests that require such CETU. Consistent with the NC Interconnection Standard, the evaluation will include conditions where the projects proposed in the Interconnection Requests that are included in the CSIS are not dispatched against each other if they do not share a system constraint that would provide the basis for a redispatch condition. The CETU shall remain configured consistent with the megawatt quantity(ies) specified in the final CRPS report. In the event that all CETU-eligible Interconnection Requests withdraw from the Transitional Cluster Study, the CETU shall be removed from the Study Case. An Internal ETU can be considered, and included in the Transitional Cluster Study, in place of a CETU, or portion thereof, if all of Interconnection Customers with Interconnection Requests included in the cluster that the ISO has determined need to use the Internal

ETU have indicated by the end of the deadline to submit the Transitional Cluster Study Agreement that they have a contractual commitment in place providing for Interconnection Customers to fund and the right to use the Internal ETU.

The interim Transitional Cluster Study Report shall provide the following information:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- identification of any thermal overload or voltage limit violations resulting from the interconnection;
- identification of Contingent Facilities
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and
- Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades that are expected to be required as a result of the Interconnection Request(s) and a non-binding, good faith estimate of cost responsibility and a non-binding, good faith estimated time to construct.

In addition to the information provided in the interim Transitional Cluster Study Report, the final Transitional Cluster Study Report shall provide a description of, estimated cost of, and schedule for construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades required to interconnect the Generating Facility to the Administered Transmission System that resolve issues identified in the interim Transitional Cluster Study Report.

The interim and final Transitional Cluster Study Reports shall be issued within three hundred (300) and three hundred sixty (360) Calendar Days of the Commission-approved effective date of this SGIP, respectively, and shall be posted on System Operator's OASIS consistent with the posting of other study results pursuant to Section 3.5.1 of this SGIP. Interconnection Customer shall have thirty (30) Calendar Days to comment on the interim Transitional Cluster Study Report, once it has been received.

After System Operator issues the final Transitional Cluster Study Report, Interconnection Customer shall proceed pursuant to Section 11 of this SGIP. If Interconnection Customer withdraws its Interconnection Request or if Interconnection Customer's Generating Facility otherwise does not reach Commercial Operation, a Transitional Withdrawal Penalty will be imposed on Interconnection Customer equal to nine

(9) times Interconnection Customer's total study cost incurred since entering the System Operator's interconnection queue (including the cost of studies conducted under Section 5 of this SGIP).

#### **5.1.1.3 Transitional CNR Group Study.**

In accordance with Section III.13.1.1.2.3A, System Operator shall conduct a Transitional CNR Group Study following the effective date of this SGIP. An Interconnection Customer with an assigned Queue Position as of May 1, 2024 may participate in the Transitional CNR Group Study, and consistent with Section II.48 of the Tariff, achieve CNR Interconnection Service. Any Interconnection Customer seeking to establish CNR Interconnection Service through this study must (1) have a valid Interconnection Request seeking CNR Interconnection Service, (2) submit a New Capacity Show of Interest Form to participate in the interim reconfiguration auction qualification process, (3) have not secured a Capacity Supply Obligation prior to September 4, 2024, (4) have a completed System Impact Study or Interconnection Agreement establishing NR Interconnection Service on or before July 1, 2024, and 5) have a Commercial Operation Date prior to June 1, 2028.

System Operator shall conduct the study by performing an overlapping impacts analysis in the manner used for CNR Group Studies conducted prior to the effective date of this SGIP and as described in ISO Section III.13.1.1.2.3A and the ISO New England Planning Procedures. The Transitional CNR Group Study shall assure that Interconnection Customer's Small Generating Facility can be interconnected in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resources and Elective Transmission Upgrades with CNI Interconnection Service, in accordance with the CC Interconnection Standard and as detailed in the ISO New England Planning Procedures.

Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service submitted to the System Operator pursuant to Schedules 22, 23, or 25 of Section II of the Tariff and interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates pursuant to the applicable state tariff, rules or procedures that have obtained Proposed Plan Application approval from the System Operator pursuant to Section I.3.9 of the Tariff shall be included in the Transitional CNR Group Study in order of submission/approval (the dates of submission shall be used for Interconnection Requests submitted to the System Operator and the dates of Proposed Plan Application approval shall be used for interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates). Interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates that have not yet received the System Operator's approval

for their Proposed Plan Applications under Section I.3.9 of the Tariff at the commencement of the Transitional CNR Group Study shall be included in the Transitional CNR Group Study after all Interconnection Requests submitted to the System Operator pursuant to Schedules 22, 23, or 25 of Section II of the Tariff and all interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates pursuant to the applicable state tariff, rules or procedures that have obtained Proposed Plan Application approval from the System Operator pursuant to Section I.3.9 of the Tariff have been included in the Transitional CNR Group Study in order of submission to the Interconnecting Transmission Owners or their distribution company affiliates.

Where an Interconnection Customer with a CNR or CNI Interconnection Service Interconnection Request submits a Show of Interest Form to participate in the Transitional CNR Group Study, and identifies in that Show of Interest Form that one or more Elective Transmission Upgrade Interconnection Request(s) for an Internal ETU (with a completed Interconnection System Impact Study), that is not already included in the network model pursuant to Section III.12 of the Tariff supports its deliverability, the CNR or CNI Interconnection Request will be included in the Transitional CNR Group Study at the lowest of the CNR or CNI Interconnection Request's or its associated Elective Transmission Upgrade Interconnection Request(s) for the Internal ETU's Queue Position. Where multiple Interconnection Customers' CNR or CNI Interconnection Service Interconnection Requests are associated with the same lower Queue Position for an Elective Transmission Upgrade Interconnection Request for an Internal ETU in the CNR Group Study, the CNR Interconnection Request's Queue Position will be used as the tie breaker to dictate the relative order in which the CNR Interconnection Service Interconnection Request will be included in the CNR Group Study.

Any Interconnection Customer seeking to participate in the Transitional CNR Group Study that receives a qualification determination notification under Section III.13.1.1.2.8 of the Tariff, must provide, a Commercial Readiness Deposit of one million dollars (\$1,000,000) in the form of an irrevocable letter of credit, cash, or a combination thereof prior to the opening of the window to elect critical path schedule monitoring. Such deposit shall be refunded to Interconnection Customer: (a) upon the Generating Facility achieving Commercial Operation. If Interconnection Customer does not achieve Commercial Operation, System Operator shall refund the deposit to Interconnection Customer in accordance with Section 3.7 of this SGIP.

## **5.2 Grandfathering.**

**5.2.1** An Interconnection Customer's Generating Facility that is interconnected pursuant to an Interconnection Agreement executed or submitted to the Commission for approval prior to February 1, 2009, will maintain its status as a Network Resource with Network Resource Interconnection Service eligible to participate in the New England Markets, in accordance with the requirements of Market Rule 1, Section III of the Tariff, up to the megawatt amount specified in the Interconnection Agreement, subject to Interconnection Customer satisfying all requirements set forth in the Interconnection Agreement and this SGIP or the predecessor rules under the SGIP. If the Generating Facility does not meet the criteria set forth in Section 5.2.3 of this SGIP, Interconnection Customer will be eligible to make a one-time election, pursuant to Section 5.1.3, for Capacity Network Resource treatment without submitting a new Interconnection Request; however, Interconnection Customer will be required to comply with the requirements for CNR Interconnection Service set forth in Section 3.2.1. Upon completion of the requirements to obtain CNR Interconnection Service, Interconnection Customer's Interconnection Agreement shall be amended to conform to the SGIA in Appendix 11 of this SGIP.

**5.2.2** An Interconnection Customer's Generating Facility governed by an Interconnection Agreement either executed or filed with the Commission in unexecuted form prior to August 1, 2008, shall maintain the Queue Position assigned as of August 1, 2008, and be eligible to participate in the New England Markets, in accordance with the requirements in Market Rule 1, Section III of the Tariff, as in effect as of August 1, 2008, so long as Interconnection Customer complies with all of the requirements specified in the Interconnection Agreement, including achieving the milestones associated with At-Risk Expenditures, subject to Section 4.4 of this SGIP.

**5.2.3** All resources that are treated as Existing Generating Capacity Resources in the fourth Forward Capacity Auction pursuant to Section III.13 of the Tariff shall receive treatment as a CNR and obtain CNR Interconnection Service, in accordance with this SGIP, up to the CNR Capability of the resource. The grandfathered CNR Capability for these resources shall be equal to the megawatt amount established pursuant to the following hierarchy:

- (a) First, the megawatt amount specified in an Interconnection Agreement (whether executed or filed in unexecuted form with the Commission).



(b) Second, in the absence of an Interconnection Agreement with a specified megawatt amount, the megawatt amount specified in an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision).

(c) Third, in the absence of an Interconnection Agreement and an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) with a specified megawatt amount, as determined by the System Operator based on documented historic capability of the Generating Facility.

Where a resource has both an Interconnection Agreement and an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision), the lower megawatt amount will govern until the resource completes the applicable process(es) under the Tariff for obtaining the higher megawatt amount. The absence of an Interconnection Agreement or an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) specifying a megawatt amount shall be confirmed by an affidavit executed by a corporate officer of the resource attesting that the resource does not have an Interconnection Agreement and/or an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) that specifies a megawatt amount.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) specifies a megawatt amount at an ambient temperature consistent with the definition of CNR Capability, the grandfathered CNR Capability shall be equal to that amount.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) does not specify an ambient temperature, the megawatt amount will be deemed to be at the value consistent with the definition of CNR Capability.

Where the implementation of this Section 5.2.3 results in a CNR Capability that is different than previously had been identified, the revised CNR Capability will be applied commencing with the next Forward Capacity Auction qualification process (after the revised CNR Capability value is identified), which is initiated by the closing deadline of the Show of Interest Submission Window in accordance with Section III.13 of the Tariff. The revised CNR Capability will continue to govern until the resource completes the applicable process(es) for obtaining the higher megawatt amount.

**5.2.4** All resources that are treated as Existing Generating Capacity Resources in the fourth Forward Capacity Auction pursuant to Section III.13 of the Tariff shall receive treatment as a NR and obtain NR Interconnection Service, in accordance with this SGIP, up to the NR Capability of the resource. The grandfathered NR Capability shall be determined pursuant to the hierarchy set forth in Section 5.2.3.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) of a resource for which a temperature-adjustment curve is used for the claimed capability verification, as set forth in the ISO New England Manuals, specifies a megawatt amount at an ambient temperature, the grandfathered NR Capability shall be equal to a temperature-adjusted value consistent with the definition of NR Capability.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) does not specify an ambient temperature, the megawatt amount will be deemed to be at the value consistent with the definition of NR Capability.

### **5.3 New System Operator or Interconnecting Transmission Owner.**

If the System Operator transfers operational control of the New England Transmission System to a successor System Operator during the period when an Interconnection Request is pending, the System Operator shall transfer to the successor System Operator any amount of the deposit or payment with interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by this SGIP shall be paid by or refunded to Interconnection Customer, as appropriate. The System Operator shall coordinate with the successor System Operator to complete any Interconnection Study, as appropriate, that the System Operator has begun but has not completed.

If the Interconnecting Transmission Owner transfers ownership of its transmission facilities to a successor transmission owner during the period when an Interconnection Request is pending, and System Operator in conjunction with Interconnecting Transmission Owner has tendered a draft SGIA to Interconnection Customer but Interconnection Customer has not either executed the SGIA or requested the filing of an unexecuted SGIA with the Commission, unless otherwise provided, Interconnection Customer must complete negotiations with the successor transmission owner.

## **SECTION 6. INTERCONNECTION INFORMATION ACCESS.**

### **6.1 Publicly Posted Interconnection Information.**

System Operator shall maintain and make publicly available: (1) an interactive visual representation of the estimated incremental injection capacity (in megawatts) available at each point of interconnection on the Administered Transmission System under N-1 conditions, and (2) a table of metrics concerning the estimated impact of a potential Generating Facility on the Administered Transmission System based on a user-specified addition of a particular number of megawatts at a particular voltage level at a particular point of interconnection. At a minimum, for each transmission facility impacted by the user-specified megawatt addition, the following information will be provided in the table: (1) the distribution factor; (2) the megawatt impact (based on the megawatt values of the proposed Generating Facility and the distribution factor); (3) the percentage impact on each impacted transmission facility (based on the megawatt values of the proposed Generating Facility and the facility rating); (4) the percentage of power flow on each impacted transmission facility before the injection of the proposed project; (5) the percentage power flow on each impacted transmission facility after the injection of the proposed Generating Facility. These metrics must be calculated based on the power flow model of the Administered Transmission System with the transfer simulated from each point of interconnection to the whole Administered Transmission System footprint (to approximate Capacity Network Resource Interconnection Service), and with the incremental capacity at each point of interconnection decremented by the existing and queued Generating Facilities (based on the existing or requested interconnection service limit of the generation). These metrics must be updated within thirty (30) Calendar Days after the completion of each Cluster Study and Cluster Restudy. This information must be publicly posted, without a password or a fee. The website will define all underlying assumptions, including the name of the most recent Cluster Study or Restudy used in the Base Case.

For Interconnection Requests that were identified for inclusion in a CRPS performed under Section 15 of Attachment K, Section II of the Tariff, prior to the effective date of this SGIP, the deposit also shall be applied toward the costs incurred by the Interconnecting Transmission Owner in developing the cost estimates in support of the CRPS. Any difference between the study deposit and the actual cost of the Interconnection Feasibility Study or the actual costs incurred by the Interconnecting Transmission Owner in developing the costs estimates in support of the CRPS shall be paid by or refunded to Interconnection Customer, except as otherwise provided in Section 13.3.

## **6.2 Pre-Application for Small Generators**

6.2.1 The System Operator shall designate an employee or office from which information on the application process and on an Affected System can be obtained through informal requests from Interconnection Customer presenting a proposed project for a specific site. The names, telephone numbers, and e-mail addresses of the System Operator's contact employees or offices shall be made available on the System Operator's public web site. Electric system information provided to Interconnection Customer should include relevant system studies, interconnection studies, and other materials useful to an understanding of an interconnection at a particular point on the Administered Transmission System, to the extent such provision does not violate confidentiality provisions of prior agreements or critical infrastructure requirements. The System Operator shall comply with reasonable requests for such information.

6.2.2 In addition to the information described in Section 6.2.1, which may be provided in response to an informal request, an Interconnection Customer may submit a formal written request form to the System Operator along with a non-refundable fee of \$500 for a pre-application report on a proposed project at a specific site. Within two (2) Business Days of receiving the pre-application report request form, the System Operator shall provide a copy of the pre-application request form to the Interconnecting Transmission Owner. The System Operator in conjunction with the Interconnecting Transmission Owner shall provide the pre-application data described in Section 6.2.3 to Interconnection Customer within twenty (20) Business Days of receipt of the completed request form and payment of the \$500 fee. The pre-application report produced by the System Operator in conjunction with the Interconnecting Transmission Owner is non-binding, does not confer any rights, and Interconnection Customer must still successfully apply to interconnect to the Administered Transmission System. The written pre-application report request form shall include the information in Sections 6.2.2.1 through 6.2.2.8 below to clearly and sufficiently identify the location of the proposed Point of Interconnection.

6.2.2.1 Project contact information, including name, address, phone number, and email address.

6.2.2.2 Project location (street address with nearby cross streets and town)

6.2.2.3 Meter number, pole number, or other equivalent information identifying proposed Point of Interconnection, if available.

6.2.2.4 Generator Type (e.g., solar, wind, combined heat and power, etc.)

6.2.2.5 Size (alternating current kW)

6.2.2.6 Single or three phase generator configuration

6.2.2.7 Stand-alone generator (no onsite load, not including station service – Yes or No?)

6.2.2.8 Is new service requested? Yes or No? If there is existing service, include the customer account number, site minimum and maximum current or proposed electric loads in kW (if available) and specify if the load is expected to change.

6.2.3 Using the information provided in the pre-application report request form in Section 6.2.2., the System Operator in conjunction with the Interconnecting Transmission Owner will identify the substation/area bus, bank or circuit likely to serve the proposed Point of Interconnection. The selection by the System Operator in conjunction with the Interconnecting Transmission Owner does not necessarily indicate, after application of the screens and/or study, that this would be the circuit the project ultimately connects to. Interconnection Customer must request additional pre-application reports if information about multiple Points of Interconnection is requested. If the pre-application report request form seeks information about a Point of Interconnection that is on a distribution facility, Interconnection Customer shall follow the applicable state tariff, rules or procedures regarding generator interconnections. Subject to Section 6.2.4, the pre-application report will include the following information:

6.2.3.1 Total capacity (in MW) of substation/area bus, bank or circuit based on normal or operating ratings likely to serve the proposed Point of Interconnection.

6.2.3.2 Existing aggregate generation capacity (in MW) interconnected to a substation/area bus, bank or circuit (i.e., amount of generation online) likely to serve the proposed Point of Interconnection.

6.2.3.3 Aggregate queued generation capacity (in MW) for a substation/area bus, bank or circuit (i.e., amount of generation in the queue) likely to serve the proposed Point of Interconnection.

6.2.3.4 Available capacity (in MW) of substation/area bus or bank and circuit likely to serve the proposed Point of Interconnection (i.e., total capacity less the sum of existing aggregate generation capacity and aggregate queued generation capacity).

6.2.3.5 Substation nominal distribution voltage and/or transmission nominal voltage if applicable.

6.2.3.6 Nominal distribution circuit voltage at the proposed Point of Interconnection.

6.2.3.7 Approximate circuit distance between the proposed Point of Interconnection and the substation.

6.2.3.8 Relevant line section(s) actual or estimated peak load and minimum load data, including daytime minimum load and absolute minimum load, when available.

6.2.3.9 Number and rating of protective devices and number and type (standard, bi-directional) of voltage regulating devices between the proposed Point of Interconnection and the substation/area. Identify whether the substation has a load tap changer.

6.2.3.10 Number of phases available at the proposed Point of Interconnection. If a single phase, distance from the three-phase circuit.

6.2.3.11 Limiting conductor ratings from the proposed Point of Interconnection to the distribution substation.

6.2.3.12 Whether the Point of Interconnection is located on a spot network, grid network, or radial supply.

6.2.3.13 Based on the proposed Point of Interconnection, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints, or secondary networks.

6.2.4 The pre-application report need only include existing data. A pre-application report request does not obligate the System Operator or the Interconnecting Transmission Owner to conduct a study or other analysis of the proposed generator in the event that data is not readily available. If the System Operator in conjunction with the Interconnecting Transmission Owner cannot complete all or some of a pre-application report due to lack of available data, the System Operator in conjunction with the Interconnecting Transmission Owner shall provide Interconnection Customer with a pre-application report that includes the data that is available. The provision of information on “available capacity” pursuant to Section 6.2.3.4 does not imply that an interconnection up to this level may be completed without impacts since there are many variables studied as part of the interconnection review process, and data provided in the pre-application report may become outdated at the time of the submission of the complete Interconnection Request. Notwithstanding any of the provisions of this section, the System Operator in conjunction with the Interconnecting Transmission Owner shall, in good faith, include data in the pre-application report that represents the best available information at the time of reporting.

## **SECTION 7. CLUSTER STUDY.**

### **7.1 Cluster Study Agreement.**

No later than five (5) Business Days after the close of a Cluster Request Window, System Operator and Interconnecting Transmission Owner shall tender to each Interconnection Customer that submitted a valid Interconnection Request a Cluster Study Agreement in the form of Appendix 2 of this SGIP. The Cluster

Study Agreement shall require Interconnection Customer to compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Cluster Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the SGIA, pursuant to Section 13.3 of this SGIP. The specifications, assumptions, or other provisions in the appendices of the Cluster Study Agreement provided pursuant to Section 7.1 of this SGIP shall be subject to change by System Operator and Interconnecting Transmission Owner following the conclusion of the Scoping Meeting.

## **7.2 Execution of the Cluster Study Agreement.**

Interconnection Customer shall execute the Cluster Study Agreement and deliver the executed Cluster Study Agreement to the System Operator no later than the close of the Customer Engagement Window.

In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to Interconnection Customer an invoice for the estimated costs of the Cluster Study that are expected to be incurred by the System Operator and/or the Interconnecting Transmission Owner for the Cluster Study, including the study agreement and its attachment(s) and the SGIA. Interconnecting Transmission Owner shall provide System Operator on a monthly basis, and in the form and format specified by the System Operator, invoices for the work conducted on the Cluster Study each month and shall include in such invoices all employee hours and third party consultant hours, including subcontractor hours, expended toward the Interconnection System Impact Study. Costs of Cluster Studies shall be allocated to all Interconnection Customers on a 50% per capita, and 50% per MW basis. Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposit until settlement of the final invoice with Interconnection Customer and the Interconnecting Transmission Owner.

If at any time during the Cluster Study, including during the Customer Engagement Window, System Operator determines that Interconnection Customer is required to provide additional technical data, or that the data provided is incomplete or contains errors, including during the Customer Engagement Window that Interconnection Customer is required to provide additional technical data, or that the data provided is incomplete or contains errors, System Operator shall notify Interconnection Customer and Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Cluster Study

Agreement or required deposits. Failure to provide all required information within this period will result in automatic withdrawal of Interconnection Request from queue without the cure period provided under Section 3.7 of this SGIP).

### **7.3 Scope of Cluster Study.**

The Cluster Study shall evaluate the impact of the proposed interconnection on the reliability and operation of the New England Transmission System. The Cluster Study will consider the Base Case as well as all generating facilities and Elective Transmission Upgrades (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued interconnection) that, on the date the Cluster Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected Systems or Internal Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the New England Transmission System and may have an impact on the Interconnection Request; and (iv) have no Queue Position but have executed an Interconnection Agreement or requested that an unexecuted Interconnection Agreement be filed with the Commission (the “Study Case” for the Cluster Study). The Study Case shall also include any CETU and associated system upgrades identified in a final CRPS report prior to the opening of the Cluster Request Window, provided that System Operator receives Interconnection Requests that require such CETU. Consistent with the NC Interconnection Standard, the evaluation will include conditions where the projects proposed in the Interconnection Requests that are included in the CSIS are not dispatched against each other if they do not share a system constraint that would provide the basis for a redispatch condition. The CETU shall remain configured consistent with the megawatt quantity(ies) specified in the final CRPS report. In the event that all CETU-eligible Interconnection Requests withdraw from a Cluster Study, the CETU shall be removed from the Study Case. An Internal ETU can be considered, and included in the Cluster Study, in place of a CETU, or portion thereof, if all of Interconnection Customers with Interconnection Requests included in the cluster that the ISO has determined need to use the Internal ETU have indicated by the end of the Customer Engagement Window that they have a contractual commitment in place providing for Interconnection Customers to fund and the right to use the Internal ETU.

For purposes of determining necessary Interconnection Facilities and Network Upgrades, the Cluster Study shall consider the level of Interconnection Service requested by Interconnection Customers in the Cluster. However, the Cluster Study shall consider the full Generating Facility capability to ensure the



acceptability of the proposed control technology to restrict the facility's output and the safety and reliability of the system.

The Cluster Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, such as electromagnetic transient analysis, including thermal analysis and voltage analysis, a system protection analysis and any other analyses that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner, the results of which are documented in a single Cluster Study Report, as applicable. Interconnecting Transmission Owner(s) and Internal Affected Systems (if applicable) shall provide to System Operator, within thirty (30) days of a request, and for purposes of inclusion in the Cluster Study Report, non-binding good faith estimates of cost responsibility for required upgrades, and a non-binding good faith estimated times to construct such upgrades.

At the conclusion of the Cluster Study, System Operator and Interconnecting Transmission Owner shall issue a Cluster Study Report. The Cluster Study Report will state the assumptions upon which it is based, state the results of the analyses, and provide the requirements or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The Cluster Study report will provide (i) a list of Interconnection Facilities and Network Upgrades that are required to reliably interconnect the Generating Facilities in that Cluster Study and a non-binding good faith estimate of cost responsibility; (ii) a non-binding good faith estimated time to construct; (iii) a protection assessment to determine the required protection upgrades; and may provide (iv) an evaluation of the siting of the Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environment work. The Cluster Report shall identify each Interconnection Customer's estimated allocated costs for Interconnection Facilities and Network Upgrades pursuant to the method described in Schedule 11, Section II of the Tariff. System Operator shall hold an open stakeholder meeting pursuant to Section 7.4 of this SGIP.

For purposes of determining necessary Interconnection Facilities and Network Upgrades, the Cluster Study shall study Generating Facilities that include at least one electric storage resource, when studying the charging mode of the electric storage resource(s), using net shoulder system load as defined in the ISO New England Planning Procedures. These requests for Interconnection Service also may be subject to

other studies at the full Generating Facility Capacity to ensure safety and reliability of the system, with the study costs borne by Interconnection Customer.

The Cluster Study shall evaluate the use of static synchronous compensators, static VAR compensators, advanced power flow control devices, transmission switching, synchronous condensers, voltage source converters, advanced conductors, and tower lifting. System Operator shall evaluate each identified alternative transmission technology and determine, in the manner described in the ISO New England Planning Procedures, whether the above technologies should be used, consistent with Good Utility Practice, Applicable Reliability Standards, and Applicable Laws and Regulations. System Operator shall include an explanation of the results of the System Operator's evaluation for each technology in the Cluster Study Report.

The Cluster Study Report will provide a list of facilities that are required as a result of the Interconnection Requests within the Cluster and a non-binding good faith estimate of cost responsibility and a non-binding good faith estimated time to construct.

#### **7.4 Cluster Study Procedures.**

The System Operator shall coordinate the Cluster Study with the Interconnecting Transmission Owner, and with any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, that is affected by the Interconnection Request pursuant to Section 3.6 of this SGIP. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the Cluster Study. Interconnection Requests for a Cluster Study may be submitted only within the Cluster Request Window and System Operator and Interconnecting Transmission Owner shall initiate the Cluster Study process pursuant to Section 7 of this SGIP.

The System Operator and Interconnecting Transmission Owner shall complete the Cluster Study within two hundred and seventy (270) Calendar Days of the close of the Customer Engagement Window. Within ten (10) Business Days of simultaneously issuing a Cluster Study Report to each Interconnection Customer within the Cluster and posting such report on OASIS, the System Operator shall convene a Cluster Study Report Meeting.

At the request of Interconnection Customer or at any time the System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Cluster Study, the System Operator shall notify Interconnection Customer as to the schedule status of the Cluster Study. If the System Operator and Interconnecting Transmission Owner are unable to complete the Cluster Study within the time period, the System Operator shall notify Interconnection Customers and provide an estimated start date if the study has not commenced and completion date with an explanation of the reasons why additional time is required. In such circumstances, upon request, the System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customers all supporting documentation, workpapers and relevant Study Case power flow, short circuit and stability databases that have been developed for the Cluster Study to any third party consultant retained by Interconnection Customers. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to Interconnection Customers.

#### **7.5 Cluster Study Restudies.**

(1) Within twenty (20) Calendar Days after the Cluster Study Report Meeting, Interconnection Customer must provide the following:

- (a) Demonstration of continued Site Control pursuant to Section 3.4.2(iii) of this SGIP; and
- (b) An additional deposit that brings the total Commercial Readiness Deposit submitted to System Operator five percent (5%) of Interconnection Customer's Network Upgrade cost assignment identified in the Cluster Study, in the form of an irrevocable letter of credit, a surety bond, or cash where cash deposits shall be treated according to Section 3.7 of this SGIP. System Operator shall refund the deposit to Interconnection Customer upon withdrawal in accordance with Section 3.7 of this SGIP.

Interconnection Customer shall promptly inform System Operator of any material change to Interconnection Customer's demonstration of Site Control under Section 3.4.2(iii) of this SGIP. Upon System Operator determining that Interconnection Customer no longer satisfies the Site Control requirement, System Operator shall notify Interconnection Customer. Within ten (10) Business Days of

such notification, Interconnection Customer must demonstrate compliance with the applicable requirement subject to System Operator's approval, not to be unreasonably withheld. Absent such demonstration, System Operator shall deem the subject Interconnection Request withdrawn pursuant to Section 3.7 of this SGIP (without the cure period provided under Section 3.7 of this SGIP).

At the same time that Interconnection Customer submits the information required under this Section 7.5(1)(a) and (b), an Interconnection Customer may also request a decrease in the size of the Small Generating Facility, provided that the Cluster Study identified that the Small Generating Facility proposed in Interconnection Customer's Interconnection Request does not share any Network Upgrades with a Generating Facility or Elective Transmission Upgrade proposed in a separate Interconnection Request. If System Operator determines that a Cluster Restudy is required under this Section 7.5 of this SGIP, within ten (10) Business Days of that determination Interconnection Customer shall provide all required updated modeling and data associated with the requested decrease in the size of the Small Generating Facility for use in the Cluster Restudy. If the System Operator determines that a Cluster Restudy is not required, Interconnection Customer's request to decrease the size of the Small Generating Facility shall constitute a Material Modification pursuant to Section 4 of this SGIP.

(2) If no Interconnection Customer withdraws from the Cluster after completion of the Cluster Study or Cluster Restudy or is deemed withdrawn pursuant to Section 3.7 of this SGIP after completion of the Cluster Study or Cluster Restudy, System Operator shall notify Interconnection Customers in the Cluster that a Cluster Restudy is not required.

(3) If one or more Interconnection Customers withdraw from the Cluster or are deemed withdrawn pursuant to Section 3.7 of this SGIP, [System Operator and Interconnecting Transmission Owner] shall determine if a Cluster Restudy is necessary within thirty (30) Calendar Days after the Cluster Study Report Meeting. If [System Operator and Interconnecting Transmission Owner] determine a Cluster Restudy is not necessary, System Operator shall notify Interconnection Customers in the Cluster that a Cluster Restudy is not required and System Operator shall provide an updated Cluster Study Report within thirty (30) Calendar Days of such determination.

(4) If one or more Interconnection Customers withdraws from the Cluster or is deemed withdrawn pursuant to Section 3.7 of this SGIP, and [System Operator and Interconnecting Transmission Owner] determine a Cluster Restudy is necessary as a result, System Operator shall notify Interconnection

Customers in the Cluster and post on OASIS that a Cluster Restudy is required within thirty (30) Calendar Days after the Cluster Study Report Meeting. System Operator and Interconnecting Transmission Owner shall continue with such restudies until System Operator and Interconnecting Transmission Owner determine that no further restudies are required. If an Interconnection Customer withdraws or is deemed withdrawn pursuant to Section 3.7 of this SGIP during the Interconnection Facilities Study, or after other Interconnection Customers in the same Cluster have executed SGAs, or requested that unexecuted SGAs be filed, and System Operator and Interconnecting Transmission Owner determines a Cluster Restudy is necessary, the Cluster shall be restudied. If a Cluster Restudy is required due to a higher queued project withdrawing from the queue, or a modification of a higher or equally queued project subject to Section 4.4 of this SGIP, System Operator shall so notify affected Interconnection Customers in writing. Except as provided in Section 3.7 of this SGIP in the case of withdrawing Interconnection Customers, any cost of Restudy shall be borne by Interconnection Customers being restudied.

(5) The scope of any Cluster Restudy shall be consistent with the scope of an initial Cluster Study pursuant to Section 7.3 of this SGIP. System Operator and Interconnecting Transmission Owner shall complete the Cluster Restudy within ninety (90) Calendar Days of the System Operator informing Interconnection Customers in the cluster that restudy is needed. The results of the Cluster Restudy shall be combined into a single report (Cluster Restudy Report). System Operator shall hold a meeting with Interconnection Customers in the Cluster, Interconnecting Transmission Owners, and any Affected Party or Internal Affected party as deemed appropriate by the System Operator (Cluster Restudy Report Meeting) within ten (10) Business Days of simultaneously furnishing the Cluster Restudy Report to each Interconnection Customer in the Cluster Restudy and publishing the Cluster Restudy Report on OASIS.

If additional restudies are required, Interconnection Customer and System Operator and Interconnecting Transmission Owner shall follow the procedures of this Section 7.5 of this SGIP until such time that System Operator and Interconnecting Transmission Owner determine that no further restudies are required. System Operator shall notify each Interconnection Customer within the Cluster when no further restudies are required.

Within twenty (20) Calendar Days following the Cluster Study Results Meeting, or Cluster Restudy Results Meeting (as appropriate) study results meeting, Interconnection Customer shall provide to the System Operator written notice that it will either pursue the Interconnection Facilities Study or waive the Interconnection Facilities Study and elect an expedited interconnection. Notwithstanding the foregoing

sentence, the option to waive the Interconnection Facilities Study is not available for Interconnection Customers that share responsibility for the same Network Upgrades identified in a Cluster Study or Cluster Restudy unless each Interconnection Customer agrees in writing to waive the Interconnection Facilities Study. In a case where Interconnection Customers share responsibility for the same Network Upgrades identified in a Cluster Study or Cluster Restudy and do not agree to waive the Interconnection Facilities Study, such study shall be performed at a level of +/- 20 percent. Once Interconnection Customer notifies the System Operator of its election, such election is not subject to change. If Interconnection Customer elects to pursue the Facilities Study it must proceed with the study. If Interconnection Customer waives the Facilities Study, it shall commit to the following milestones in the SGIA: (i) Siting approval for the Generating Facility and Interconnection Facilities; (ii) Engineering of Interconnection Facilities approved by Interconnecting Transmission Owner; (iii) Ordering of long lead time material for Interconnection Facilities and system upgrades; (iv) Initial Synchronization Date; and (v) Commercial Operation Date.

#### **7.6 Operational Readiness.**

The System Operator shall, as close to Interconnection Customer's actual Synchronization Date as reasonably possible, ensure that operational analysis, including current stability analyses, power flow analyses, and any other analyses deemed necessary by the System Operator, are performed, and that procedures are developed or updated to address the operation of the New England Transmission System with the addition of Interconnection Customer's Generating Facility. The operational analysis will also include tests of system performance with selected facilities out of service. Such studies shall be performed at the expense of Interconnection Customer.

The System Operator is not obligated to perform the operational analyses described in this Section 7.7 if, in the exercise of reasonable discretion, the System Operator in consultation with Interconnecting Transmission Owner determines that interconnection of Interconnection Customer's Generating Facility to the Administered Transmission System is remote and speculative.

Commissioning tests of Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards. The System Operator and the Interconnecting Transmission Owner must be given at least five (5) Business Days written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning tests.

## **SECTION 8. INTERCONNECTION FACILITIES STUDY.**

### **8.1 Interconnection Facilities Study Agreement.**

Except as otherwise provided in Section 4.2.4 and 7.5 of this SGIP, Interconnection Customer may waive the Interconnection Facilities Study and instead elect expedited interconnection, which means that Interconnection Customer may enter into E&P Agreements under Section 13.7 if it had not already done so, and shall enter into an SGIA in accordance with the requirements specified in Section 11.

If Interconnection Customer waives the Interconnection Facilities Study, Interconnection Customer, subject to the specific terms of the E&P Agreements, assumes all risks and shall pay all costs associated with equipment, engineering, procurement and construction work covered by the Cluster Study as described in Section 8.2 below.

Within five (5) Business Days following System Operator notifying each Interconnection Customer within the Cluster that no further Cluster Restudy is required (per Section 7.5 of this LGIP), the System Operator shall provide to Interconnection Customer an Interconnection Facilities Study Agreement in the form of Appendix 3 to this SGIP.

Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Interconnection Facilities Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the SGIA. Within five (5) Business Days following the Cluster Report Meeting or Cluster Restudy Report Meeting if applicable, the System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer a non-binding good faith estimate of the cost for completing the Interconnection Facilities Study in accordance with requirements specified in Section 8.3 of this SGIP. Interconnection Customer shall execute the Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to the System Operator within thirty (30) Calendar Days after its receipt, together with:

- (1) any required technical data;
- (2) demonstration of one-hundred percent (100%) Site Control or demonstration of a regulatory limitation and applicable deposit in lieu of Site Control provided to the System Operator in accordance with Section 3.4.2 of this SGIP;

(3) an additional deposit that brings the total Commercial Readiness Deposit submitted to the System Operator to ten percent (10%) of Interconnection Customer's Network Upgrade cost assignment identified in the Cluster Study or Cluster Restudy, if applicable, in the form of an irrevocable letter of credit, a surety bond, or cash where cash deposits shall be treated according to Section 3.7 of this SGIP. In the case of a CETU-enabled Interconnection Request such deposit shall be made in cash.

System Operator/Interconnecting Transmission Owner shall refund the Commercial Readiness Deposit to Interconnection Customer upon withdrawal in accordance with Section 3.7 of this SGIP.

In accordance with Section 8.3, Interconnection Customer shall specify in Attachment A to the Interconnection Facilities Study Agreement whether it wants no more than a +/- 20 percent or a +/- 10 percent good faith cost estimate contained in the report. The deposit for the study shall be either: (i) the greater of twenty-five percent of the estimated cost of the study or \$100,000;

Any difference between the study deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to Interconnection Customer an invoice for the cost of the Interconnection Facilities Studies that will be, or have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the Interconnection Facilities Study, the study agreement and its attachment(s) and the SGIA. Interconnecting Transmission Owner shall provide System Operator on a monthly basis, and in the form and format specified by the System Operator, invoices for the work conducted on the Interconnection Facilities Study each month and shall include in such invoices all employee hours and third party consultant hours, including subcontractor hours, expended toward the Interconnection Facilities Study. For a CFAC that began before May 31, 2024, costs that are associated with an individual Interconnection Request assessed within the CFAC will be charged directly to that Interconnection Customer. CFAC costs that are associated with the CFAC as a whole will be divided equally, on a per-project basis, among Interconnection Customers in the cluster. The System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the



amounts on deposit until settlement of the final invoice with Interconnection Customer and the Interconnecting Transmission Owner.

## **8.2 Scope of Interconnection Facilities Study.**

The Interconnection Facilities Study shall be specific to each Interconnection Request and performed on an individual, i.e., non-clustered basis. The Interconnection Facilities Study shall specify and provide a non-binding estimate of the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Cluster Study Report (and any associated restudies) in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facilities to the Administered Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The Interconnection Facilities Study shall also identify any potential control technology for (1) requests for Interconnection Service at a level that is lower than the nameplate capability of the facility, and/or (2) or for Generating Facilities that include at least one electric storage resource, where study of the charging mode of the electric storage resource(s), was done using net shoulder system load as defined in the ISO New England Planning Procedures. The scope and cost of the Interconnection Facilities Study shall include completion of any engineering work limited to what is reasonably required to (i) estimate such aforementioned cost to the accuracy specified by Interconnection Customer pursuant to Section 8.3, (ii) identify, configurations of required facilities and (iii) identify time requirements for construction and installation of required facilities.

## **8.3 Interconnection Facilities Study Procedures.**

The System Operator shall coordinate the Interconnection Facilities Study with Interconnecting Transmission Owner, and any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, pursuant to Section 3.6 of this SGIP. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. The System Operator and Interconnecting Transmission Owner shall complete the study and the System Operator shall issue a draft Interconnection Facilities Study report to Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party or Internal Affected Party as deemed

appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, within the following number of days after receipt of an executed Interconnection Facilities Study Agreement: ninety (90) Calendar Days, with no more than a +/- twenty percent (20%) good faith cost estimate contained in the report; or one hundred eighty (180) Calendar Days, if Interconnection Customer requests a +/- ten percent (10%) good faith cost estimate. Such cost estimates either individually or in the aggregate will be provided in the final study report.

At the request of Interconnection Customer or at any time the System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Facilities Study, System Operator shall notify Interconnection Customer, and any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, as to the schedule status of the Interconnection Facilities Study. If the System Operator is unable to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study Report within the time required, the System Operator shall notify Interconnection Customer, Interconnecting Transmission Owner and any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and provide an estimated completion date and an explanation of the reasons why additional time is required.

Interconnection Customer and appropriate Affected Parties or Internal Affected Parties may, within thirty (30) Calendar Days after receipt of the draft Interconnection Facilities Study Report, provide written comments to the System Operator and Interconnecting Transmission Owner, which the System Operator shall include in the final Interconnection Facilities Study Report. The System Operator shall issue the final Interconnection Facilities Study Report within fifteen (15) Business Days of receiving Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. The System Operator may reasonably extend such fifteen-day period upon notice to Interconnection Customer if Interconnection Customer's comments require the System Operator or Interconnecting Transmission Owner to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities Report. Upon request, the System Operator and Interconnecting Transmission Owner shall provide Interconnection Customer and any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, or any third party consultant retained by Interconnection Customer supporting documentation, with workpapers, and

databases or data developed in the preparation of the Interconnection Facilities Study. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 of this SGIP and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to Interconnection Customer.

#### **8.4 Meeting with Parties.**

Within ten (10) Business Days of providing a draft Interconnection Facilities Study Report to Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Facilities Study.

#### **8.5 Restudy.**

If Restudy of the Interconnection Facilities Study is required due to (i) a higher or equally queued project withdrawing from the queue, (ii) a modification of a higher or equally queued project subject to Section 4.4 of this SGIP, or (iv) a modification to a transmission project included in the Base Case, the System Operator shall notify Interconnection Customer and Interconnecting Transmission Owner in writing. Each Restudy shall be conducted serially based on the Queue Position of each Interconnection Customer, and each Restudy shall take no longer than sixty (60) Calendar Days from the date of notice. Except as provided in Section 3.7 of this SGIP in the case of withdrawing Interconnection Customer, any cost of Restudy shall be borne by Interconnection Customer being restudied. If the original Interconnection Facilities Study is complete and the final invoice has been issued, the Restudy shall be performed under a new Interconnection Facilities Study Agreement.

### **Section 9 Affected System Study.**

#### **9.1 Applicability.**

This Section 9 outlines the duties of System Operator and Interconnecting Transmission Owner when they receive notification that an Affected System Interconnection Customer's proposed interconnection to its host transmission provider may impact the New England Transmission System.

## **9.2 Response to Notifications**

### **9.2.1 Response to Initial Notification**

When System Operator receives initial notification either following the Cluster Study or a Cluster Restudy notification that an Affected System Interconnection Customer's proposed interconnection to its host transmission provider may impact the New England Transmission System, System Operator must respond in writing within twenty (20) Business Days whether it intends to conduct an Affected System Study.

By fifteen (15) Business Days after the System Operator responds with its affirmative intent to conduct an Affected System Study, System Operator shall share with Affected System Interconnection Customer(s) and the Affected System Interconnection Customer's host transmission provider a non-binding good faith estimate of the cost and the schedule to complete the Affected System Study.

### **9.2.2 Response to Notification of Cluster Restudy.**

Within five (5) Business Days of receipt of notification of Cluster Restudy System Operator will send written notification to Affected System Interconnection Customer(s) involved in the Cluster Restudy and the host transmission provider that System Operator intends to delay a planned or in-progress Affected System Study until after completion of the Cluster Restudy. If System Operator decides to delay the Affected System Study, it is not required to meet its obligations under Section 9 of this SGIP until the time that it receives notification from the host transmission provider that the Cluster Restudy is complete. If System Operator decides to move forward with its Affected System Study despite the Cluster Restudy, then it must meet all requirements under Section 9 of this SGIP.

### **9.3 Affected System Queue Position.**

System Operator must assign an Affected System Queue Position to Affected System Interconnection Customer(s) that require(s) an Affected System Study. Such Affected System Queue Position shall be assigned based upon the date of execution of the Affected System Study Agreement. Relative to the System Operator's Interconnection Customers, this Affected System Queue Position shall be higher-queued than any Cluster that has not yet received its Cluster Study Report and shall be lower-queued than any Cluster that has already received its Cluster Study Report. Consistent with Section 9.7 of this SGIP, System Operator and Interconnecting Transmission Owner shall study the Affected System Interconnection Customer(s) via Clustering, and all Affected System Interconnection Customers studied in the same Cluster under Section 9.7 of this SGIP shall be equally queued. For Affected System Interconnection Customers that are equally queued, the Affected System Queue Position shall have no bearing on the assignment of Affected System Network Upgrades identified in the applicable Affected System Study. The costs of the Affected System Network Upgrades shall be allocated among the Affected System Interconnection Customers in accordance with Section 9.9 of this SGIP.

### **9.4 Affected System Study Agreement/Multiparty Affected System Study Agreement.**

Unless otherwise agreed, System Operator shall provide to Affected System Interconnection Customer(s) an Affected System Study Agreement/Multiparty Affected System Study Agreement, in the form of Appendix 7 or Appendix 8 to this SGIP, as applicable, within ten (10) Business Days of System Operator sharing the schedule for the Affected System Study per Section 9.2.1 of this SGIP.

Upon Affected System Interconnection Customer(s)' receipt of the Affected System Study Report, Affected System Interconnection Customer(s) shall compensate System Operator and Interconnecting Transmission Owner for the actual cost of the Affected System Study. Any difference between the study deposit and the actual cost of the Affected System Study shall be paid by or refunded to the Affected System Interconnection Customer(s). Any invoices for the Affected System Study shall include a detailed and itemized accounting of the cost of the study. Affected System Interconnection Customer(s) shall pay any excess costs beyond the already-paid Affected System Study deposit or be reimbursed for any costs collected over the actual cost of the Affected System Study within thirty (30) Calendar Days of receipt of an invoice thereof. If Affected System Interconnection Customer(s) fail to pay such undisputed costs within the time allotted, it shall lose its Affected System Queue Position. System Operator shall notify Affected System Interconnection Customer's host transmission provider of such failure to pay.

### **9.5 Execution of Affected System Study Agreement/Multiparty Affected System Study Agreement.**

Affected System Interconnection Customer(s) shall execute the Affected System Study Agreement/Multiparty Affected System Study Agreement, deliver the executed Affected System Study Agreement/Multiparty Affected System Study Agreement to System Operator, and provide the Affected System Study deposit within ten (10) Business Days of receipt. If System Operator notifies Affected System Interconnection Customer(s) that it will delay the Affected System Study pursuant to Section 9.2.2 of this SGIP, Affected System Interconnection Customer(s) are neither required to execute and return the previously tendered Affected System Study/Multiparty Affected System Study Agreement nor provide the Affected System Study deposit for the previously tendered Affected System Study/Multiparty Affected System Study Agreement.

If Affected System Interconnection Customer does not provide all required technical data when it delivers the Affected System Study Agreement/Multiparty Affected System Study Agreement, System Operator shall notify the deficient Affected System Interconnection Customer, as well as the host transmission provider with which Affected System Interconnection Customer seeks to interconnect, of the technical data deficiency within five (5) Business Days of the receipt of the executed Affected System Study Agreement/Multiparty Affected System Study Agreement and the deficient Affected System Interconnection Customer shall cure the technical deficiency within ten (10) Business Days of receipt of the notice: provided, however, that such deficiency does not include failure to deliver the executed Affected System Study Agreement/Multiparty Affected System Study Agreement or deposit for the Affected System Study Agreement/Multiparty Affected System Study Agreement. If Affected System Interconnection Customer does not cure the technical data deficiency within the cure period or fails to execute the Affected System Study Agreement/Multiparty Affected System Study Agreement or provide the deposit, the Affected System Interconnection Customer shall lose its Affected System Queue Position.

### **9.6 Scope of Affected System Study.**

The Affected System Study shall evaluate the impact that any Affected System Interconnection Customer's proposed interconnection to another transmission provider's transmission system will have on the reliability of the New England Transmission System. The Affected System Study shall consider the Base Case as well as all Generating Facilities (and with respect to (iii) below, any identified Affected System Network Upgrades associated with such higher-queued Interconnection Request) that, on the date the Affected System Study is commenced: (i) are directly interconnected the New England Transmission System; (ii) are directly interconnected to another transmission provider's transmission system and may

have an impact on Affected System Interconnection Customer's interconnection request; (iii) have a pending higher-queued Interconnection Request to interconnect to Transmission Provider's Transmission System; and (iv) have no queue position but have executed an SGIA or requested that an unexecuted SGIA be filed with FERC. System Operator and Interconnecting Transmission Owner has no obligation to study impacts of Affected System Interconnection Customers of which it is not notified.

The Affected System Study shall consist of a power flow, stability, and short circuit analysis. The Affected System Study Report will: state the assumptions upon which it is based; state the results of the analyses; and provide the potential impediments to Affected System Interconnection Customer's receipt of interconnection service on its host transmission provider's transmission system, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. For purposes of determining necessary Affected System Network Upgrades, the Affected System Study shall consider the level of interconnection service requested in megawatts by Affected System Interconnection Customer, unless otherwise required to study the full generating facility capacity due to safety or reliability concerns. The Affected System Study shall provide a list of facilities that are required as a result of Affected System Interconnection Customer's proposed interconnection to another transmission provider's system, a non-binding good faith estimate of cost responsibility, and a non-binding good faith estimated time to construct. The Affected System Study may consist of a system impact study, a facilities study, or some combination thereof.

#### **9.7 Affected System Study Procedures.**

System Operator shall use Clustering in conducting the Affected System Study and shall use existing studies to the extent practicable, when multiple Affected System Interconnection Customers that are part of a single Cluster may cause the need for Affected System Network Upgrades. System Operator and Interconnecting Transmission Owner shall complete the Affected System Study and provide the Affected System Study Report to Affected System Interconnection Customer(s) and the host transmission provider with whom interconnection has been requested within one hundred fifty (150) Calendar Days after the receipt of the Affected System Study Agreement and deposit.

At the request of Affected System Interconnection Customer, System Operator and Interconnecting Transmission Owner shall notify Affected System Interconnection Customer as to the status of the Affected System Study. If System Operator and Interconnecting Transmission Owner are unable to complete the Affected System Study within the requisite time period, it shall notify Affected System

Interconnection Customer(s), as well as the transmission provider with which Affected System Interconnection Customer seeks to interconnect, and shall provide an estimated completion date with an explanation of the reasons why additional time is required. If System Operator and Interconnecting Transmission Owner do not meet the deadlines in this section, System Operator and Interconnecting Transmission Owner shall be subject to the financial penalties as described in Section 3.9 of this SGIP. Upon request, System Operator shall provide Affected System Interconnection Customer(s) with all supporting documentation, workpapers and relevant power flow, short circuit and stability databases for the Affected System Study, subject to confidentiality arrangements consistent with Section 13.1 of this SGIP.

System Operator and Interconnecting Transmission Owner must study an Affected System Interconnection Customer using the Energy Resource Interconnection Service modeling standard used for Interconnection Requests on the New England Transmission System, regardless of the level of interconnection service that Affected System Interconnection Customer is seeking from the host transmission provider with whom it seeks to interconnect.

#### **9.8 Results Meeting.**

Within ten (10) Business Days of providing the Affected System Study Report to Affected System Interconnection Customer(s), System Operator, Interconnecting Transmission Owner and Affected System Interconnection Customer(s) shall meet to discuss the results of the Affected System Study.

#### **9.9 Affected System Cost Allocation.**

System Operator shall allocate Affected System Network Upgrade costs identified during the Affected System Study to Affected System Interconnection Customer(s) using a proportional impact method, consistent with Schedule 11 of the OATT.

#### **9.10 Tender of Affected Systems Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement.**

System Operator shall tender to Affected System Interconnection Customer(s) an Affected System Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement, as applicable, in the form of Appendix 9 or 10 to this SGIP, within thirty (30) Calendar Days of providing the Affected System Study Report. Within ten (10) Business Days of the receipt of the Affected System Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement, the



Affected System Interconnection Customer(s) must execute the agreement or request the agreement to be filed unexecuted with FERC. System Operator shall execute the agreement or file the agreement unexecuted within five (5) Business Days after receiving direction from Affected System Interconnection Customer(s). Affected System Interconnection Customer's failure to execute the Affected System Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement, or failure to request the agreement to be filed unexecuted with FERC, shall result in the loss of its Affected System Queue Position.

#### **9.11 Restudy.**

If restudy of the Affected System Study is required, System Operator shall notify Affected System Interconnection Customer(s) in writing within thirty (30) Calendar Days of discovery of the need for restudy. Such restudy shall take no longer than sixty (60) Calendar Days from the date of notice. Any cost of restudy shall be borne by the Affected System Interconnection Customer(s) being restudied.

### **SECTION 10. OPTIONAL INTERCONNECTION STUDY.**

#### **10.1 Optional Interconnection Study Agreement.**

On or after the date when Interconnection Customer receives Cluster Study Report and no later than five (5) Business Days after the study results meeting to review the report, Interconnection Customer may request in writing, and the System Operator in coordination with the Interconnecting Transmission Owner shall perform, an Optional Interconnection Study. The request shall describe the assumptions that Interconnection Customer wishes the System Operator to study within the scope described in Section 10.2 of this SGIP. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, the System Operator shall provide to the Interconnecting Transmission Owner and Interconnection Customer an Optional Interconnection Study Agreement in the form of Appendix 4.

The Optional Interconnection Study Agreement shall: (i) specify the technical data that Interconnection Customer must provide for each phase of the Optional Interconnection Study, (ii) specify Interconnection Customer's assumptions as to which Interconnection Requests with earlier queue priority dates will be excluded from the Optional Interconnection Study case, and (iii) specify the System Operator's and Interconnecting Transmission Owner's estimate of the cost of the Optional Interconnection Study. To the extent known by the System Operator, such estimate shall include any costs expected to be incurred by any Affected System or Internal Affected System whose participation is necessary to complete the

Optional Interconnection Study. The Optional Interconnection Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Optional Interconnection Study, including the cost of developing the study agreement and its attachment(s). Notwithstanding the above, the System Operator and Interconnecting Transmission Owner shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request.

Interconnection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the required technical data and the refundable deposit for the Optional Interconnection Study to the System Operator. The deposit for the study shall be 100 percent of the estimated cost of the study. Any difference between the study deposit and the actual cost of the Optional Interconnection Study shall be paid by or refunded to Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to Interconnection Customer an invoice for the costs of the Optional Interconnection Study that have been, or will be incurred by the System Operator and/or the Interconnecting Transmission Owner for the Optional Interconnection Study and the study agreement and its attachments(s). Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposits until settlement of the final invoice with Interconnection Customer and the Interconnecting Transmission Owner.

## **10.2 Scope of Optional Interconnection Study.**

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by Interconnection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the results of the Optional Interconnection Study. The System Operator shall use Reasonable Efforts to coordinate the study with any Affected Systems and Internal Affected Systems that may be affected by the types of Interconnection Services that are being studied. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

The Optional Interconnection Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, including thermal analysis and voltage analysis, a system protection analysis, and any other analyses that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner.

### **10.3 Optional Interconnection Study Procedures.**

The executed Optional Interconnection Study Agreement, the prepayment, and technical and other data called for therein must be provided to the System Operator and Interconnecting Transmission Owner within ten (10) Business Days of Interconnection Customer receipt of the Optional Interconnection Study Agreement. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Optional Interconnection Study within a mutually agreed-upon time period specified within the Optional Interconnection Study Agreement. If the System Operator and Interconnecting Transmission Owner are unable to complete the Optional Interconnection Study within such time period, the System Operator shall notify Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. In such circumstances, upon request, the System Operator and Interconnecting Transmission Owner shall provide Interconnection Customer supporting documentation and workpapers and databases or data developed in the preparation of the Optional Interconnection Study to any third party consultant retained by Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 of this SGIP and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/disclosure requirements, such information may be provided directly to Interconnection Customer.

### **10.4 Meeting with Parties.**

Within ten (10) Business Days of providing an Optional Interconnection Study report to Interconnection Customer, System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Optional Interconnection Study.

### **10.5 Interconnection Agreement Developed Based on Optional Interconnection Study.**

If the SGIA for a Small Generating Facility is based on the results of an Optional Interconnection Study, the SGIA shall reflect the conditions studied and any obligations that may involve: (i) additional studies if such conditions change, (ii) operational limits, or (iii) financial support for transmission upgrades.

## **SECTION 11. STANDARD SMALL GENERATOR INTERCONNECTION AGREEMENT (SGIA).**

### **11.1 Tender.**

Interconnection Customer shall tender comments or provide notice, in writing, to the System Operator and Interconnecting Transmission Owner that Interconnection Customer has no comments on the draft Interconnection Facilities Study Report, within thirty (30) Calendar Days of receipt of the report. Except as provided in the E&P Agreement or any mutual agreement by the entities that would be Parties to the SGIA, the System Operator shall initiate the development of the SGIA process within fifteen (15) Calendar Days after the comments are submitted or waived, or within fifteen (15) Calendar Days of notifying System Operator that it will waive the Interconnection Facilities Study, by tendering to Interconnection Customer a draft SGIA, together with draft appendices completed by the System Operator, in conjunction with the Interconnecting Transmission Owner to the extent practicable. The draft SGIA shall be in the form of the System Operator's Commission-approved standard form SGIA, which is in Appendix 11 to Schedule 23. Interconnection Customer shall return Interconnection Customer specific information required to complete the form of SGIA, including the appendices, in Appendix 11 of Schedule 23 that Interconnection Customer is willing to execute within thirty (30) Calendar Days after receipt of the draft from the System Operator, unless (1) the sixty (60) Calendar Day negotiation period under Section 11.2 of this SGIP has commenced, or (2) SGIA execution, or filing unexecuted, has been delayed to await the Affected System Study Report pursuant to Section 11.2.1 of this SGIP.

### **11.2 Negotiation.**

Notwithstanding Section 11.1 of this SGIP, at the request of Interconnection Customer, the System Operator and Interconnecting Transmission Owner shall begin negotiations with Interconnection Customer concerning the appendices to the SGIA at any time after Interconnection Customer executes the Interconnection Facilities Study Agreement or after the Cluster Study and/or Cluster Restudy is complete if Interconnection Customer intends to waive the Interconnection Facilities Study. In the event that

Interconnection Customer waives the Interconnection Facilities Study and proceeds directly from the Cluster Study or Cluster Restudy to SGIA negotiation, Interconnection Customer shall an additional deposit that brings the total Commercial Readiness Deposit submitted to the System Operator to ten percent (10%), as required by Section 8.1 of this SGIP, within thirty (30) Calendar Days of the Cluster Study Report Meeting or Cluster Restudy Report meeting (as applicable). The System Operator, Interconnection Customer, and Interconnecting Transmission Owner shall negotiate concerning any disputed provisions of the appendices to the draft SGIA for not more than sixty (60) Calendar Days after tender by the System Operator of the draft SGIA pursuant to Section 11 of this SGIP. If Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the draft SGIA pursuant to Section 11.1 of this SGIP and request submission of the unexecuted SGIA with the Commission or initiate Dispute Resolution procedures pursuant to Section 13.5 of this SGIP. If Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to request either the filing of the unexecuted SGIA or initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if Interconnection Customer has not executed the SGIA, requested filing of an unexecuted SGIA, or initiated Dispute Resolution procedures pursuant to Section 13.5 of this SGIP within sixty (60) Calendar Days of tender of by the System Operator of the draft SGIA pursuant to Section 11.1, it shall be deemed to have withdrawn its Interconnection Request. The System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer a final SGIA within fifteen (15) Business Days after the mutually agreed completion of the negotiation process.

#### **11.2.1 Delay in SGIA Execution, or Filing Unexecuted, to Await Affected System Study Report.**

If Interconnection Customer has not received its Affected System Study Report from the Affected System Operator prior to the date that it would be required to execute its SGIA (or request that its SGIA be filed unexecuted) pursuant to Section 11.1 of this SGIP, System Operator shall, upon request of Interconnection Customer, extend this deadline to thirty (30) Calendar Days after Interconnection Customer's receipt of the Affected System Study Report. If Interconnection Customer, after delaying SGIA execution, or requesting unexecuted filing, to await Affected System Study Report, decides to proceed to SGIA execution, or request unexecuted filing, without those results, it may notify System Operator of its intent to proceed with SGIA execution (or request that its SGIA be filed unexecuted) pursuant to Section 11.1 of this SGIP. If System Operator determines that further delay to the SGIA execution date would cause a material impact on the cost or timing of an equal- or lower-queued

interconnection customer, System Operator must notify Interconnection Customer of such impacts and set the deadline to execute the SGIA (or request that the SGIA be filed unexecuted) to thirty (30) Calendar Days after such notice is provided.

### **11.3 Evidence to be Provided by Interconnection Customer; Execution and Filing of SGIA.**

#### **11.3.1 Evidence to be Provided by Interconnection Customer.**

**11.3.1.1 Site Control and SGIA Deposit.** Simultaneously with submitting the executed SGIA to the System Operator, or within ten (10) Business Days after Interconnection Customer request that the SGIA be filed unexecuted at the Commission, Interconnection Customer shall provide (A) to the System Operator demonstration of continued Site Control pursuant to Section 8.1(2) of this SGIP; and (B) to the Interconnecting Transmission Owner, in a form acceptable to the Interconnecting Transmission Owner, the SGIA Deposit equal to twenty percent (20%) of Interconnection Customer's estimated Network Upgrade costs identified in the draft SGIA minus the total amount of Commercial Readiness Deposit that Interconnection Customer has provided to the System Operator for its Interconnection Request. Interconnecting Transmission Owner shall use SGIA Deposits as (or as a portion of) Interconnection Customer's security required under Article 6.3 of the SGIA. Interconnection Customer may not request to suspend its SGIA under Section 5.16 of the SGIP until Interconnection Customer has provided (A) to the System Operator and (B) to the Interconnecting Transmission Owner. If Interconnection Customer fails to provide (A) and (B) within the thirty (30) Calendar Days allowed for returning the executed SGIA and appendices under Section 11.1 of this SGIP, or within ten (10) Business Days after Interconnection Customer requests that the System Operator and Interconnecting Transmission Owner file the SGIA unexecuted at the Commission as allowed in this Section 11.3 of this SGIP, the Interconnection Request will be deemed withdrawn pursuant to Section 3.7 of this SGIP.

**11.3.1.2 Development Milestones.** Simultaneously with submitting the executed SGIA to the System Operator, or within ten (10) Business Days after Interconnection Customer requests that the SGIA be filed unexecuted, Interconnection Customer also shall provide to the System Operator reasonable evidence that one or more of the following milestones in the development of the Small Generating Facility, to be elected by Interconnection Customer, has been achieved (unless such milestone is inapplicable due to the characteristics of the Generating Facility): (i) the execution of a contract for the supply or transportation of fuel to the Small Generating Facility; (ii) the execution of a contract for the supply of cooling water to

the Small Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Small Generating Facility; (iv) execution of a contract (or comparable evidence) for the sale of electric energy or capacity from the Small Generating Facility; (v) application for an air, water, or land use permit. At the same time, Interconnection Customer shall commit to a schedule for the payment of upgrades identified in the Interconnection Studies or an E&P Agreement

Within fifteen (15) Business Days after receipt of the final SGIA, an Interconnection Customer with an Interconnection Request studied using the CSIS and CFAC processes where such studies were triggered prior to the effective date of this SGIP that provided the additional CETU Participation Deposit in accordance with Section 4.2.4.4 shall provide to the Interconnecting Transmission Owner, in cash, a potentially non-refundable deposit of twenty (20) percent of the total costs for the Interconnection Facilities and other upgrades, including any CETUs, identified in the CFAC, unless the Interconnecting Transmission Owner's expenditure schedule for the Interconnection Facilities and other upgrades calls for an initial payment of greater than twenty (20) percent of the total upgrade costs, in which case the scheduled initial payment must instead be made within the fifteenth Business Day after receipt of the final SGIA. If Interconnection Customer does not submit this deposit (or make the initial payment) by the fifteenth Business Day after receipt of the final SGIA, the Interconnection Request shall be automatically withdrawn from the interconnection queue without further opportunity to cure, and Interconnection Customer's initial and additional CETU Participation Deposits shall become non-refundable. The non-refundable initial and additional CETU Participation Deposits shall be re-allocated, according to the cost allocation methodology contained in Schedule 11, to Interconnection Customers with Interconnection Requests included in the cluster at time the facilities proposed in the Interconnection Requests achieve Commercial Operation. If an Interconnection Request is withdrawn after Interconnection Customer's payment of twenty (20) percent of the total cost responsibility for the upgrades to the Interconnecting Transmission Owner, then the payment shall be used to offset the costs of the CETU. Any unspent payments of the total cost responsibility for the upgrades to the Interconnecting Transmission Owner will be refunded to the respective Interconnection Customers that executed the Interconnection Agreement and provided to the Interconnecting Transmission Owner the twenty (20) percent deposit (or initial payment) if all the associated Interconnection Requests are withdrawn from the interconnection queue and the associated Interconnection Agreements are terminated.

**11.3.2 Execution and Filing of SGIA.** Within fifteen (15) Business Days after receipt of the final SGIA, (i) Interconnection Customer and Interconnecting Transmission Owner shall execute three (3)

originals of the tendered SGIA and return them to the System Operator, who will send an original to Interconnecting Transmission Owner and Interconnection Customer; or (ii) Interconnection Customer shall request in writing that the System Operator and the Interconnecting Transmission Owner jointly file with the Commission an SGIA in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either the executed originals of the tendered SGIA (if it does not conform with a Commission-approved standard form of interconnection agreement) or the request to file an unexecuted SGIA, the System Operator and Interconnecting Transmission Owner, in accordance with Section 11.3.3 or Section 11.3.4, as appropriate, shall jointly file the SGIA with the Commission, together with its explanation of any matters as to which the System Operator, Interconnection Customer or Interconnecting Transmission Owner disagree and support for the costs that the Interconnecting Transmission Owner proposes to charge to Interconnection Customer under the SGIA. An unexecuted SGIA should contain terms and conditions deemed appropriate by the System Operator and Interconnecting Transmission Owner for the Interconnection Request. If the Parties agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted SGIA, they may proceed pending Commission action.

With respect to the interconnection of an Interconnection Customer under Schedule 23, the SGIA shall be a three-party agreement among the Interconnecting Transmission Owner, the System Operator and Interconnection Customer. If Interconnecting Transmission Owner, System Operator and Interconnection Customer agree to the terms and conditions of a specific SGIA, or any amendments to such an SGIA, then the System Operator and Interconnecting Transmission Owner shall jointly file the executed SGIA, or amendment thereto, with the Commission under Section 205 of the Federal Power Act. To the extent the Interconnecting Transmission Owner, System Operator and Interconnection Customer cannot agree to proposed variations from the standard form of SGIA in Appendix 11 or cannot otherwise agree to the terms and conditions of the SGIA for such small generating unit, or any amendments to such an SGIA, then the System Operator and Interconnecting Transmission Owner shall jointly file an unexecuted SGIA, or amendment thereto, with the Commission under Section 205 of the Federal Power Act and shall identify the areas of disagreement in such filing, provided that, in the event of disagreement on terms and conditions of the SGIA related to the costs of upgrades to such Interconnecting Transmission Owner's transmission facilities, the anticipated schedule for the construction of such upgrades, any financial obligations of the Interconnecting Transmission Owner, and any provisions related to physical impacts of the interconnection on the Interconnecting Transmission Owner's transmission facilities or other assets,



then the standard applicable under Section 205 of the Federal Power Act shall apply only to the Interconnecting Transmission Owner's position on such terms and conditions.

**11.3.3** The Interconnecting Transmission Owner, acting on its own or jointly with the System Operator, may initiate a filing to amend this SGIP and the standard form of SGIA in Appendix 11 under Section 205 of the Federal Power Act and shall include in such filing the views of System Operator, provided that the standard applicable under Section 205 of the Federal Power Act shall apply only to the Interconnecting Transmission Owner's position on any financial obligations of the Interconnecting Transmission Owner or Interconnection Customer(s), and any provisions related to physical impacts of the interconnection on the Interconnecting Transmission Owner's transmission facilities or other assets.

#### **11.4 Commencement of Interconnection Activities.**

If Interconnection Customer executes the final SGIA, the System Operator, Interconnection Customer and Interconnecting Transmission Owner shall perform their respective obligations in accordance with the terms of the SGIA, subject to modification by the Commission. Upon submission of an unexecuted SGIA, the System Operator, Interconnection Customer and Interconnecting Transmission Owner shall promptly comply with the unexecuted SGIA, subject to modification by the Commission.

### **SECTION 12. CONSTRUCTION OF INTERCONNECTING TRANSMISSION OWNER INTERCONNECTION FACILITIES AND NETWORK UPGRADES.**

#### **12.1 Schedule.**

Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party or Internal Affected Party shall negotiate in good faith concerning a schedule for the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades.

#### **12.2 Construction Sequencing.**

**12.2.1 General.** In general, the Initial Synchronization Date of an Interconnection Customer seeking interconnection to the Administered Transmission System will determine the sequence of construction of Network Upgrades.

**12.2.2 Advance Construction of Network Upgrades that are an Obligation of an Entity other than Interconnection Customer.** An Interconnection Customer with an executed or unexecuted, but filed with the Commission, SGIA, in order to maintain its Initial Synchronization Date, may request that the Interconnecting Transmission Owner or appropriate Affected Party advance to the extent necessary the completion of Network Upgrades that: (i) were assumed in the Interconnection Studies for such Interconnection Customer, (ii) are necessary to support such Initial Synchronization Date, and (iii) would otherwise not be completed, pursuant to a contractual obligation of an entity other than Interconnection Customer that is seeking interconnection to the Administered Transmission System, in time to support such Initial Synchronization Date. Upon such request, the Interconnecting Transmission Owner or appropriate Affected Party will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that Interconnection Customer commits to pay the Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party; (i) any associated expediting costs and (ii) the cost of such Network Upgrades.

The Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party will refund to Interconnection Customer both the expediting costs and the cost of Network Upgrades, in accordance with Article 5 of the SGIA. Consequently, the entity with a contractual obligation to construct such Network Upgrades shall be obligated to pay only that portion of the costs of the Network Upgrades that the Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party has not refunded to Interconnection Customer. Payment by that entity with a contractual obligation to construct such Network Upgrades shall be due on the date that it would have been due had there been no request for advance construction. The Interconnecting Transmission Owner or appropriate Affected Party shall forward to Interconnection Customer the amount paid by the entity with a contractual obligation to construct the Network Upgrades as payment in full for the outstanding balance owed to Interconnection Customer. The Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party then shall refund to that entity the amount that it paid for the Network Upgrades, in accordance with Article 5 of the SGIA.

**12.2.3 Advancing Construction of Network Upgrades that are Part of the Regional System Plan of the System Operator.** An Interconnection Customer with an SGIA, in order to maintain its Initial Synchronization Date, may request that Interconnecting Transmission Owner or appropriate Internal Affected Party advance to the extent necessary the completion of Network Upgrades that: (i) are necessary to support such Initial Synchronization Date and (ii) would otherwise not be completed,

pursuant to the Regional System Plan, in time to support such Initial Synchronization Date. Upon such request, the Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that Interconnection Customer commits to pay the Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party any associated expediting costs.

**12.2.4 Amended Cluster Study.** A Cluster Study Report will be amended to determine the facilities necessary to support the requested Initial Synchronization Date. This amended study report will include those transmission and Large Generating Facilities that are expected to be in service on or before the requested Initial Synchronization Date. The SGIA will also be amended to reflect the results of the amended Cluster Study and any changes in obligations, including financial support, of the Parties.

## **SECTION 13. MISCELLANEOUS.**

### **13.1 Confidentiality.**

Confidential Information shall include, without limitation, all information treated as confidential under the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by any of the Parties to the others prior to the execution of an SGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by any Party, the other Party(ies) shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

**13.1.1 Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving

Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the SGIA; or (6) is required, in accordance with Section 13.1.6, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under the SGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Parties that it no longer is confidential.

**13.1.2 Release of Confidential Information.** A Party shall not release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Section 13.1 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 13.1.

**13.1.3 Rights.** Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party(ies). The disclosure by each Party to the other Party(ies) of Confidential Information shall not be deemed a waiver by any Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

**13.1.4 No Warranties.** By providing Confidential Information, a Party does not make any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, a Party does not obligate itself to provide any particular information or Confidential Information to the other Party(ies) nor to enter into any further agreements or proceed with any other relationship or joint venture.

**13.1.5 Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party(ies) under these procedures or its regulatory requirements.

**13.1.6 Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party(ies) with prompt notice of such request(s) or requirement(s) so that the other Party(ies) may seek an appropriate protective order or waive compliance with the terms of the SGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

**13.1.7 Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's(ies') Breach of its obligations under this Section 13.1. Each Party accordingly agrees that the other Party(ies) shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Section 13.1, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Section 13.1, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 13.1.

**13.1.8 Disclosure to the Commission, its Staff, or a State.** Notwithstanding anything in this Section 13.1 to the contrary, and pursuant to 18 CFR section 1b.20, if the Commission or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to the SGIP, the Party shall provide the requested information to the Commission or its staff, within the time provided for in the request for information. In providing the information to the Commission or its staff, the Party must, consistent with 18 CFR. section

388.112, request that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Party(ies) to the SGIA when it is notified by the Commission or its staff that a request to release Confidential Information has been received by the Commission, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner, consistent with applicable state rules, regulations and Section 13.1.

**13.1.9** Subject to the exception in Section 13.1.8 of this SGIP, any information that a Party claims is competitively sensitive, commercial or financial information (“Confidential Information”) shall not be disclosed by the other Party(ies) to any person not employed or retained by the other Party(ies), except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party(ies), such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this SGIP or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a subregional, regional or national reliability organization or planning group. The Party asserting confidentiality shall notify the other Party(ies) in writing of the information it claims is confidential. Prior to any disclosures of the other Party’s(ies’) Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party(ies) in writing and agrees to assert confidentiality and cooperate with the other Party(ies) in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

**13.1.10** This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a Breach of this provision).

**13.1.11** The System Operator and Interconnecting Transmission Owner shall, at Interconnection Customer’s election, destroy, in a confidential manner, or return the Confidential Information provided at the time when Confidential Information is no longer needed.

### **13.2 Delegation of Responsibility.**

The System Operator and Interconnecting Transmission Owner, or any Affected Party or Internal Affected Party may use the services of subcontractors as it deems appropriate to perform its obligations under this SGIP. The Party using the services of a subcontractor shall remain primarily liable to Interconnection Customer for the performance of such subcontractors and compliance with its obligations of this SGIP. The subcontractor shall keep all information provided confidential and shall use such information solely for the performance of such obligation for which it was provided and no other purpose.

### **13.3 Obligation for Study Costs.**

In the event an Interconnection Customer withdraws its Interconnection Request prior to the commencement of the Cluster Study, Interconnection Customer must pay System Operator and Interconnecting Transmission Owner the actual costs of processing its Interconnection Request. In the event an Interconnection Customer withdraws after the commencement of the Cluster Study, the System Operator and the Interconnecting Transmission Owner shall charge, and Interconnection Customer shall pay, the actual costs of the Interconnection Studies.

Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein, to Interconnection Customers or offset against the cost of any future Interconnection Studies associated with the applicable Cluster prior to beginning of any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. Interconnection Customers shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice therefore. If an Interconnection Customer fails to pay such undisputed costs within the time allotted, its Interconnection Request shall be deemed withdrawn from the Cluster Study Process and will be subject to Withdrawal Penalties pursuant to Section 3.7 of this SGIP.

### **13.4 Third Parties Conducting Studies.**

If (i) at the time of the signing of an Interconnection Study Agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) Interconnection Customer receives notice pursuant to Sections 6.3, 7.4 or 8.3 of this SGIP that the System Operator or Interconnecting Transmission Owner will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) Interconnection Customer receives neither the Interconnection Study nor a notice under Sections 6.3, 7.4 or 8.3 of this SGIP within the applicable timeframe for such

Interconnection Study, then Interconnection Customer may request, which request will not be unreasonably denied, that the System Operator and Interconnecting Transmission Owner utilize a third party consultant reasonably acceptable to the System Operator, Interconnection Customer, Interconnecting Transmission Owner and any appropriate Affected Party or Internal Affected Party, to perform such Interconnection Study under the direction of the System Operator or Interconnecting Transmission Owner as applicable. At other times, System Operator or Interconnecting Transmission Owner may also utilize a third party consultant to perform such Interconnection Study, either in response to a general request of Interconnection Customer, or on its own volition.

In all cases, use of a third party consultant shall be in accord with Article 13.15 of the SGIA (Subcontractors) and limited to situations where the System Operator or Interconnecting Transmission Owner determines that doing so will help maintain or accelerate the study process for Interconnection Customer's pending Interconnection Request and not interfere with the System Operator and Interconnecting Transmission Owner's progress on Interconnection Studies for other pending Interconnection Requests. In cases where Interconnection Customer requests use of a third party consultant to perform such Interconnection Study, Interconnection Customer, System Operator and Interconnecting Transmission Owner shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements and the estimated study completion date and study review deadline. The System Operator and Interconnecting Transmission Owner shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as soon as practicable upon Interconnection Customer's request subject to the confidentiality provision in Section 13.1 of this SGIP and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. In any case, such third party contract may be entered into with the System Operator, Interconnection Customer, or Interconnecting Transmission Owner at the System Operator and Interconnecting Transmission Owner's discretion. In the case of (iii) Interconnection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such third party study. Such third party consultant shall be required to comply with this SGIP, Article 13.15 of the SGIA (Subcontractors), and the relevant Tariff procedures and protocols as would apply if the System Operator and Interconnecting Transmission Owner were to conduct the Interconnection Study and shall use the information provided to it solely for purposes of performing such services and for no other purposes.



The System Operator and Interconnecting Transmission Owner shall cooperate with such third party consultant and Interconnection Customer to complete and issue the Interconnection Study in the shortest reasonable time.

### **13.5 Disputes.**

**13.5.1 Submission.** In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with the SGIA, the SGIP, or their performance, such Party (the “Disputing Party”) shall provide the other Party(ies) with written notice of the dispute or claim (“Notice of Dispute”). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party(ies). In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party’s(ies’) receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, after thirty (30) Calendar Days, then (i) in the case of disputes arising out of or in conjunction with the SGIA, the System Operator and Interconnecting Transmission Owner shall jointly file an unexecuted SGIA, or amendment thereto, with the Commission in accordance with Section 11.3.4, or (ii) in the case of disputes arising out of or in connection with any other matter regarding the administration of the SGIP, the System Operator may terminate the Interconnection Request and Interconnection Customer may seek relief pursuant to Section 206 of the Federal Power Act. Each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this Schedule 23.

**13.5.2 External Arbitration Procedures.** Any arbitration initiated under these procedures shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The arbitrator so chosen by the System Operator shall chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial

Arbitration Rules of the American Arbitration Association (“Arbitration Rules”) and any applicable Commission regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Section 13, the terms of this Section 13 shall prevail.

**13.5.3 Arbitration Decisions.** Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons for such decision. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the SGIA and SGIP and shall have no power to modify or change any provision of the SGIA and SGIP in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

**13.5.4 Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three-member panel and one-third of any associated arbitration costs; or (2) one-third the cost of the single arbitrator jointly chosen by the Parties and one-third of any associated arbitration costs.

**13.5.5 Non-binding Dispute Resolution Procedures.** If a Party has submitted a Notice of Dispute pursuant to Section 13.5.1 of this SGIP, and the Parties are unable to resolve the claim or dispute through unassisted or assisted negotiations within the thirty (30) Calendar Days provided in that section, and the Parties cannot reach mutual agreement to pursue the Section 13.5 arbitration process, a Party may request that the other Parties engage in Non-binding Dispute Resolution pursuant to this Section 13.5.5 by providing written notice to the other Parties (“Request for Non-binding Dispute Resolution”). Conversely, either Party may file a Request for Non-binding Dispute Resolution pursuant to this Section 13.5.5 without first seeking mutual agreement to pursue the Section 13.5 arbitration process. The process in this Section 13.5.5 shall serve as an alternative to, and not a replacement of, the Section 13.5 arbitration process. Pursuant to this process, System Operator must within thirty (30) Calendar Days of receipt of the Request for Non-binding Dispute Resolution appoint a neutral decision-maker that is an independent subcontractor that shall not have any current or past substantial business or financial relationships

with the Parties. Unless otherwise agreed by the Parties, the decision-maker shall render a decision within sixty (60) Calendar Days of appointment and shall notify the Parties in writing of such decision and reasons therefore. This decision-maker shall be authorized only to interpret and apply the provisions of the SGIP and SGIA and shall have no power to modify or change any provision of the SGIP and SGIA in any manner. The result reached in this process is not binding, but, unless otherwise agreed, the Parties may cite the record and decision in the non-binding dispute resolution process in future dispute resolution processes, including in a Section 13.5 arbitration, or in a Federal Power Act Section 206 complaint. Each Party shall be responsible for its own costs incurred during the process and the cost of the decision-maker shall be divided equally among each Party to the dispute.

### **13.6 Local Furnishing Bonds.**

**13.6.1 Facilities Financed by Local Furnishing Bonds.** This provision is applicable only to interconnections associated with facilities financed for the local furnishing of electric energy with tax-exempt bonds, as described in Section 142(f) of the Internal Revenue Code ("local furnishing bonds"). Notwithstanding any other provision of this SGIA and SGIP, the Interconnecting Transmission Owner shall not be required to provide Interconnection Service to Interconnection Customer pursuant to this SGIA and SGIP if the provision of such Interconnection Service would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance the Interconnecting Transmission Owner's facilities that would be used in providing such Interconnection Service.

**13.6.2 Alternative Procedures for Requesting Interconnection Service.** If the Interconnecting Transmission Owner determines that the provision of Interconnection Service requested by Interconnection Customer would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance its facilities that would be used in providing such Interconnection Service, it shall advise Interconnection Customer within thirty (30) Calendar Days of receiving notice of the Interconnection Request. Interconnection Customer thereafter may renew its Interconnection Request using the process specified in the Tariff.

### **13.7 Engineering & Procurement (“E&P”) Agreement**

Prior to executing an SGIA, an Interconnection Customer may request, in order to advance the implementation of its interconnection, and the Interconnecting Transmission Owner and any Affected Party or Internal Affected Party shall offer Interconnection Customer, an E&P Agreement that authorizes the Interconnecting Transmission Owner and any Affected Party or Internal Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, the Interconnecting Transmission Owner or any Affected Party or Internal Affected Party shall not be obligated to offer an E&P Agreement if Interconnection Customer is in Dispute Resolution as a result of an allegation that Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the SGIP. The E&P Agreement is an optional procedure and it will not alter Interconnection Customer’s Queue Position or Initial Synchronization Date. The E&P Agreement shall provide for Interconnection Customer to pay the cost of all activities authorized by Interconnection Customer, including a deposit of 100 percent of the estimated engineering and study costs, and to make advance payments or provide other satisfactory security for such costs.

Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If Interconnection Customer withdraws its application for interconnection or an E&P Agreement is terminated by any Party, to the extent the equipment ordered can be canceled under reasonable terms, Interconnection Customer shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably canceled, the Interconnecting Transmission Owner or the Affected Party or Internal Affected Party that is a party to an E&P Agreement may elect: (i) to take title to the equipment, in which event the Interconnecting Transmission Owner or relevant Affected Party or Internal Affected Party shall refund Interconnection Customer any amounts paid by Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (ii) to transfer title to and deliver such equipment to Interconnection Customer, in which event Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment.

**APPENDICES TO SGIP [TOC TO BE UPDATED]**

APPENDIX 1 INTERCONNECTION REQUEST

APPENDIX 2 CLUSTER STUDY AGREEMENT

APPENDIX 3 INTERCONNECTION FACILITIES STUDY AGREEMENT

APPENDIX 4 OPTIONAL INTERCONNECTION STUDY AGREEMENT

APPENDIX 5 TRANSITIONAL CLUSTER STUDY AGREEMENT

APPENDIX 6 TRANSITIONAL SERIAL INTERCONNECTION FACILITIES STUDY  
AGREEMENT

APPENDIX 7 TWO-PARTY AFFECTED SYSTEM STUDY AGREEMENT

APPENDIX 8 MULTIPARTY AFFECTED SYSTEM STUDY AGREEMENT

APPENDIX 9 TWO-PARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT

APPENDIX 10 MULTIPARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT

APPENDIX 11 STANDARD SMALL GENERATOR INTERCONNECTION AGREEMENT (SGIA)

**APPENDIX 1**  
**INTERCONNECTION REQUEST**

The undersigned Interconnection Customer submits this request to interconnect its Small Generating Facility to the Administered Transmission System under Schedule 23 - Small Generator Interconnection Procedures (“SGIP”) of the ISO New England Inc. Open Access Transmission Tariff (the “Tariff”). Capitalized terms have the meanings specified in the Tariff.

---

---

**PROJECT INFORMATION**

**Proposed Project Name:**\_\_\_\_\_

**1. This Interconnection Request is for (check one):**

- \_\_\_\_\_ **A proposed new Small Generating Facility**
- \_\_\_\_\_ An increase in the generating capacity or a modification that has the potential to be a Material Modification of an existing Generating Facility
- \_\_\_\_\_ Commencement of participation in the wholesale markets by an existing Generating Facility
- \_\_\_\_\_ A change from Network Resource Interconnection Service to Capacity Network Resource Interconnection Service

**2. The types of Interconnection Service requested:**

- \_\_\_\_\_ **Network Resource Interconnection Service (energy capability only)**
- \_\_\_\_\_ **Capacity Network Resource Interconnection Service (energy capability and capacity capability)**
- ☐ **Interconnection Customer requests to be downgraded to Network Resource Interconnection Service where violations are identified in the thermal analysis associated with Capacity Network Resource Interconnection Service testing**

**3. Interconnection Customer shall provide the following information:**

Address or Location of the Facility (including Town/City, County and State):

---

---

---

**Requested Point of Interconnection:**

---

**Type of Generating Facility to be Constructed:**\_\_\_\_\_

**Will the Generating Facility include electric storage capacity? Yes\_\_\_No\_\_\_**

**Will the electric storage device charge from the Administered Transmission System? Yes\_\_\_No\_\_\_**

**If yes, describe the electric storage device and specifications to include aggregate charging capability measured at the POI and the associated aggregate reactive capability measured at the high side of the main transformer:**

---

---

**Primary frequency response operating range for electric storage resources:**

---

**Generating Facility Fuel Type:\_\_\_**

---

**Generating Facility Capacity (MW):**

<b>Temperatures<sup>1</sup></b>	<b>Maximum Gross MW Electrical Output<sup>2</sup></b>	<b>Maximum Net MW Electrical Output<sup>3</sup></b>	<b>Net MW Capability at the Point of Interconnection<sup>4</sup></b>
<b>At or above 90 degrees F</b>			
<b>At or above 50 degrees F</b>			
<b>At or above 20 degrees F</b>			
<b>At or above 0 degrees F</b>			

**Requested Interconnection Service (in MW) :**

<b>Service Level<sup>5</sup></b>			<b>Requested Net MW Capability at the Point of Interconnection<sup>4</sup></b>
<b>CNR Capability Summer</b>			
<b>NR Capability Summer</b>			
<b>CNR Capability Winter</b>			
<b>NR Capability Winter</b>			

## Notes:

<sup>1</sup> In each row, insert all values corresponding to the given temperature, or a temperature greater than the given temperature, at which aggregate maximum gross output of the Generating Facility would be the highest. For example, if the aggregate maximum gross Generating Facility output occurs at 12 degrees F, all values in the “At or above 0 degrees F” row shall correspond to the 12 degrees F operating condition.

<sup>2</sup> Measured at the terminal(s) or inverter/converter terminal(s), as applicable, for each generating unit comprising the Generating Facility.

<sup>3</sup> Measured at the terminal(s) or inverter/converter terminal(s), as applicable, for each generating unit comprising the Generating Facility less any station service at each generating unit’s terminal(s) or inverter/converter terminal(s), as applicable.

<sup>4</sup> Measured at Interconnection Customer’s proposed Point of Interconnection. The values correspond to the requested levels of Interconnection Service pursuant to Section 3.1 of the SGIP. The values account for any station service, losses incurred in Interconnection Facilities, station or generator step up



transformers, and any other auxiliary systems. After the Interconnection Request is deemed valid, any increases to these values shall be subject to a new, separate Interconnection Request.

<sup>5</sup> As described in Section II.48.1 for CNR Capability and Section II.48.2 for NR Capability.

General description of the equipment configuration, including any proposed control technologies to restrict the Small Generating Facility's output to the requested Interconnection Service levels, if applicable (# of units and GSUs):

---

---

**Requested Commercial Operation Date: \_**

---

**Requested Initial Synchronization Date: \_**

---

**Requested In-Service Date:**

---

**Evidence of Site Control (check one):**

---

☐ **100% exclusive Site Control in Interconnection Customer's name is provided herewith.**

---

**In lieu of evidence of Site Control,**

☐ **a \$10,000/MW deposit subject to a minimum of \$50,000 and a maximum of \$200,000 is provided (refundable within the cure period as described in Section 3.4.3 of the SGIP), and.**

☐ **a signed affidavit from an officer of the company indicating that Site Control is unobtainable due to regulatory limitations, and**

☐ **documentation sufficiently describing and explaining the source and effects of such regulatory limitations**

---

☐ **Site Control is not provided because the proposed modification is to Interconnection Customer's existing Small Generating Facility and, by checking this option,**

**Interconnection Customer certifies that it has Site Control and that the proposed modification does not require additional real property.**

**The ISO will post the Project Information on the ISO web site under “Interconnection Service” and the Interconnection Request Tracking Tool or IRTT.**

---

---

**CUSTOMER INFORMATION**

**Company Name:** \_\_\_\_\_

**ISO Customer ID#:** \_\_\_\_\_

(Interconnection Customer)

**Company Address:**    **PO Box No.:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State ZIP:** \_\_\_\_\_

**Company Representative:**    **Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company Representative's Company and Address (if different from above):**

**Company Name:** \_\_\_\_\_

**PO Box No.:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State ZIP:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **FAX:** \_\_\_\_\_ **email:** \_\_\_\_\_

---

---

This Interconnection Request is submitted by:

Authorized Signature: \_\_\_\_\_

Name (type or print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*In order for an Interconnection Request to be considered a valid request, it must include:*

- (a) Be accompanied by all required deposits provided electronically and may be refundable in accordance with Section 3.4.2 of the SGIP;*
- (b) Required Cluster Study Deposit and may be refundable in accordance with Section 3.4.2 of the SGIP that is provided electronically;*
- (c) Commercial Readiness Deposit and may be refundable in accordance with Section 3.4.2 of the SGIP;*
- (d) For CNR Interconnection Service, upload documentation demonstrating 100% Site Control in accordance with Section 3.4.2 (iv). If for NR Interconnection Service, upload documentation demonstrating 100% Site Control in accordance with Section 3.4.2 (iv) or (1) a signed affidavit from an officer of Interconnection Customer indicating that Site Control is unobtainable due to regulatory limitations as such term is defined by the System Operator; and (2) documentation sufficiently describing and explaining the source and effects of such regulatory limitations, including a description of any conditions that must be met to satisfy the regulatory limitations and the anticipated time by which Interconnection Customer expects to satisfy the regulatory requirements and (3) a cash deposit in lieu of Site Control of \$10,000 per MW, subject to a minimum of \$50,000 and a maximum of \$200,000. An Interconnection Customer does not need to demonstrate Site Control for an Interconnection Request for a modification to its existing Small Generating Facility where Interconnection Customer has certified that it has Site Control and that the proposed modification does not require additional real property). Interconnection Requests from multiple Interconnection Customers for multiple Generating Facilities that share a site must include a contract or other agreement that allows for shared land use;*

- (e) Include a detailed map, such as a map of the quality produced by the U.S. Geological Survey, which clearly indicates the site of the new facility and pertinent surrounding structures.; and*
- (f) Include all information required on the Interconnection Request form and attachments thereto.*

*The Interconnection Request and attachments thereto must be submitted to the System Operator via the Interconnection Request Tracking Tool or IRTT, a web-based application for submitting, tracking and viewing Interconnection Requests available on the ISO New England website.*

Attachment A to Appendix 1  
Interconnection Request  
Technical Data Required For Cluster Study

**The technical data required below must be inputted directly into IRTT and submitted with the Interconnection Request pursuant to Section 3.4.2 of the SGIP.**

**SMALL GENERATING FACILITY DATA**

**UNIT RATINGS**

Kva	°F	Voltage
Power Factor		
Speed (RPM)		Connection (e.g. Wye)
Short Circuit Ratio		Frequency, Hertz
Stator Amperes at Rated Kva		Field Volts
Max Turbine MW	°F	

Primary frequency response operating range for electric storage resources:

**Minimum State of Charge:**

**Maximum State of Charge:**

**GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 90 ° OR ABOVE**

Gross Unit Rating (MW)	Gross Lagging (MVAR)
Net Unit Rating (MW)	Gross Leading (MVAR)
Station Service (MW)	Station Service (MVAR)
Temperature (°F)	

Attachment A (page 2)

To Appendix 1

Interconnection Request

Technical Data Required For

Cluster Study

**GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 50° OR ABOVE**

Gross Unit Rating (MW)

Gross Lagging (MVAR)

Net Unit Rating (MW)

Gross Leading (MVAR)

Station Service (MW)

Station Service (MVAR)

Temperature (°F)

**GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 20° OR ABOVE**

Gross Unit Rating (MW)

Gross Lagging (MVAR)

Net Unit Rating (MW)

Gross Leading (MVAR)

Station Service (MW)

Station Service (MVAR)

Temperature (°F)

**GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 0° OR ABOVE**

Gross Unit Rating (MW)

Gross Lagging (MVAR)

Net Unit Rating (MW)

Gross Leading (MVAR)

Station Service (MW)

Station Service (MVAR)

Temperature (°F)

**COMBINED TURBINE-GENERATOR-EXCITER INERTIA DATA**

Inertia Constant, H	=	kW sec/kVA
Moment-of-Inertia, WR <sup>2</sup>	=	lb. ft. <sup>2</sup>

#### **REACTANCE DATA (PER UNIT-RATED KVA)**

	<b>DIRECT AXIS</b>	<b>QUADRATURE AXIS</b>
Synchronous – saturated	X <sub>dv</sub>	X <sub>qv</sub>
Synchronous – unsaturated	X <sub>di</sub>	X <sub>qi</sub>
Transient – saturated	X' <sub>dv</sub>	X' <sub>qv</sub>
Transient – unsaturated	X' <sub>di</sub>	X' <sub>qi</sub>
Subtransient – saturated	X'' <sub>dv</sub>	X'' <sub>qv</sub>
Subtransient – unsaturated	X'' <sub>di</sub>	X'' <sub>qi</sub>
Negative Sequence – saturated	X <sub>2v</sub>	
Negative Sequence – unsaturated	X <sub>2i</sub>	

#### **FIELD TIME CONSTANT DATA (SEC)**

Zero Sequence – saturated	X <sub>0v</sub>	
Zero Sequence – unsaturated	X <sub>0i</sub>	
Leakage Reactance	X <sub>lm</sub>	
Open Circuit	T' <sub>qo</sub>	T' <sub>do</sub>
Three-Phase Short Circuit Transient	T' <sub>d3</sub>	T' <sub>q</sub>
Line to Line Short Circuit Transient	T' <sub>d2</sub>	
Line to Neutral Short Circuit Transient	T' <sub>d1</sub>	
Short Circuit Subtransient	T'' <sub>d</sub>	T'' <sub>q</sub>
Open Circuit Subtransient	T'' <sub>do</sub>	T'' <sub>qo</sub>

#### **ARMATURE TIME CONSTANT DATA (SEC)**

Three Phase Short Circuit	T <sub>a3</sub>
Line to Line Short Circuit	T <sub>a2</sub>
Line to Neutral Short Circuit	T <sub>a1</sub>

NOTE: If requested information is not applicable, indicate by marking “N/A.”



**MW CAPABILITY AND PLANT CONFIGURATION**  
**SMALL GENERATING FACILITY DATA**  
**ARMATURE WINDING RESISTANCE DATA (PER UNIT)**

Positive	R1		
Negative	R2		
Zero	R0		
Rotor Short Time Thermal Capacity $I^2t$	=		
Field Current at Rated kVA, Armature Voltage and PF	=	amps	
Field Current at Rated kVA and Armature Voltage, 0 PF	=	amps	
Three Phase Armature Winding Capacitance	=	microfarad	
Field Winding Resistance	=	ohms	°C
Armature Winding Resistance (Per Phase)	=	ohms	°C

**CURVES**

As applicable, provide Saturation, Vee, Capacity Temperature Correction curves. A Reactive Capability is required for all Large Generating Facilities. As applicable, designate normal and emergency Hydrogen Pressure operating range for multiple curves.

***MODELS FOR NON-SYNCHRONOUS GENERATORS***

Models that meet the requirements of ISO New England Planning Procedures :

1. an appropriately parameterized library RMS positive sequence dynamics model, including model block diagram of the inverter control and plant control systems, that corresponds to Interconnection Customer's Small Generating Facility, and,
2. a validated user-defined model where one exists for the equipment (i.e. where the manufacturer attests that a library model may fully capture the behavior of the equipment). The user model will only be used for the fuller understanding of equipment behavior and will not be used to finalize the upgrade requirements in the Cluster Study and will not be added to base cases going forward.
3. A validated electromagnetic transient model

Interconnection Customer must also demonstrate that the model is validated by providing evidence that the equipment behavior is consistent with the model behavior (e.g., an attestation from Interconnection

Customer that the model accurately represents the entire Small Generating Facility; attestations from each equipment manufacturer that the user defined model accurately represents the component of the Small Generating Facility; or test data).

### **GENERATOR STEP-UP TRANSFORMER DATA RATINGS**

Capacity	Self-cooled/Maximum Nameplate / Kva
Voltage Ratio	Generator side/System side/Tertiary / kV
Winding Connections	Generator side/System Side/Tertiary (Delta or Wye) /

Fixed Taps Available

Present Tap Setting

### **IMPEDANCE**

Positive	Z1 (on self-cooled kVA rating)	%	X/R
Zero	Z0 (on self-cooled kVA rating)	%	X/R

### **EXCITATION SYSTEM DATA**

Identify appropriate IEEE model block diagram of excitation system and power system stabilizer (“PSS”) for computer representation in power system stability simulations and the corresponding excitation system and PSS constants for use in the model.

### **GOVERNOR SYSTEM DATA**

Identify appropriate IEEE model block diagram of governor system for computer representation in power system stability simulations and the corresponding governor system constants for use in the model.

### **WIND AND INVERTER-BASED GENERATORS**

A completed Attachment A-1 Supplementary Wind and Inverter-Based Generating Facility Form to this Attachment A, must be supplied for all Interconnection Requests for wind and inverter-based Generating Facilities.

### **INDUCTION GENERATORS:**

- (\*) Field Volts:
- (\*) Field Amperes:
- (\*) Motoring Power (kW):
- (\*) Neutral Grounding Resistor (If Applicable):
- (\*)  $I_2^2t$  or K (Heating Time Constant):
- (\*) Rotor Resistance:
- (\*) Stator Resistance:
- (\*) Stator Reactance:
- (\*) Rotor Reactance:
- (\*) Magnetizing Reactance:
- (\*) Short Circuit Reactance:
- (\*) Exciting Current:
- (\*) Temperature Rise:
- (\*) Frame Size:
- (\*) Design Letter:
- (\*) Reactive Power Required In Vars (No Load):
- (\*) Reactive Power Required In Vars (Full Load):
- (\*) Total Rotating Inertia, H: Per Unit on KVA Base

Note: Please consult System Operator prior to submitting the Interconnection Request to determine if the information designated by (\*) is required.

**Applicant Signature**

I hereby certify that, to the best of my knowledge, all the information provided in this Attachment A to the Interconnection Request is true and accurate.

For Interconnection Customer: \_\_\_\_\_ Date: \_\_\_\_\_

Attachment A-1  
To Attachment A of Appendix 1  
Supplementary Wind  
and Inverter-Based  
Generating Facility Form

**SUPPLEMENTARY WIND AND INVERTER-BASED GENERATING FACILITY AND  
INTERCONNECTION FACILITIES DATA FORM**

- a) Attach a Geographic Map Demonstrating the Project Layout and its Interconnection to the Power Grid. (Specify the name of the attachment here)
- b) Attach a Bus-Breaker Based One-line Diagram (The diagram should include each of the individual unit generators, generator number, HVDC rating and terminal voltage.) (Specify the name of the attachment here)

i. Collection system detail impedance sheet

If a collector system is used, attach a collector system data sheet in accordance with the one-line diagram attached above. The data sheet should include: the type, length  $Z_0$ ,  $Z_1$  and  $X_c/B$  of each circuit (feeder and collector string).

Specify the name of the attachment here: \_\_\_\_\_

ii. Collection system aggregate (equivalent) model data sheet

Attach an aggregate (equivalent) collection system data sheet. The data table should include: the type, length,  $Z_0$ ,  $Z_1$  and  $X_c/B$  of the equivalent circuits (feeders and collector strings).

Specify the name of the attachment here: \_\_\_\_\_

- c) Summary of the Unit Models in the wind or inverter-based Generating Facility (*List all different unit models in the facility*)

Manufacturer Model	Type of this WTG* (if applicable)	Generator Unit Numbers in the field	Number(s) of these Units	Maximum Output of this Unit (MW)	Total MW

\* Type 1 – Cage rotor induction generators

Type 2 – Induction generators with variable rotor resistance

Type 3 – Doubly-fed asynchronous generators with rotor-side converter

Type 4 – Full-power converter interface

***Repeat the following sections from 4 to 12 for each different unit model.***

d) Unit Detail Information

Unit Manufacturer Model	
Terminal Voltage	
Rating of Each Unit (MVA)	
Maximum Gross Electrical Output (MW)	
Minimum Gross Electrical Output (MW)	
Lagging Reactive Power Limit at Rated Real Power Output (MVAR)	
Leading Reactive Power Limit at Rated Real Power Output (MVAR)	
Lagging Reactive Power Limit at Zero Real Power Output (MVAR)	
Leading Reactive Power Limit at Zero Real Power Output (MVAR)	
Station Service Load (MW, MVAR)	
Minimum short circuit ratio (SCR) requirement by manufacturer	
On which bus the minimum SCR is required by manufacturer	
What voltage level the minimum SCR is required by manufacturer	
Positive sequence Xsource	
Zero sequence Xsource	

e) Unit GSU – \_\_\_\_\_

Nameplate rating (MVA)	
Total number of the GSUs	
Voltages, generator side/system side	
Winding connections, low voltage/high voltage	
Available tap positions on high voltage side	
Available tap positions on low voltage side	
Will the GSU operate as an LTC?	
Desired voltage control range if LTC	
Tap adjustment time (Tap switching delay + switching time) if LTC	
Desired tap position if applicable	
Impedance, Z1, X/R ratio	
Impedance, Z0, X/R ratio	

f) Low Voltage Ride Through (LVRT) – \_\_\_\_\_ (*Specify the Manufacturer Model of this Unit*)

Does each Unit have LVRT capability?

Yes\_\_ No\_\_

If yes, please provide:

i. Unit LVRT mode activation and release condition:

When operating at maximum real power, what is the Unit terminal voltage for LVRT mode activation? \_\_\_\_\_

When operating at maximum real power, what is the Unit terminal voltage for releasing LVRT mode after it is activated? \_\_\_\_\_

If there is different LVRT activation and release logic, please state here \_\_\_\_\_



- ii. A wind or other inverter-based generating facility technical manual from the manufacturer including description of LVRT functionality:

***Attach the file and specify the name of the attachment here:***

\_\_\_\_\_

- iii. Does the wind or other inverter-based generating facility technical manual attached above include a reactive power capability curve?

Yes\_\_ No\_\_

***If no, attach the file and specify the name of the attachment here:***

\_\_\_\_\_

- g) Low Voltage Protection (considering LVRT functionality)

(Specify the Manufacturer Model of this Unit)

Low Voltage Setting (pu)	Relay Pickup Time (Seconds)

\*Add more rows in the table as needed

- h) High Voltage Protection - \_\_\_\_\_ (Specify the Manufacturer Model of this Unit)

High Voltage Setting (pu)	Relay Pickup Time (Seconds)

\*Add more rows in the table as needed

- i) Low Frequency Protection - \_\_\_\_\_ (Specify the Manufacturer Model of this Unit)

Low Frequency Setting (Hz)	Relay Pickup Time (Seconds)
----------------------------	-----------------------------


\*Add more rows in the table as needed

j) High Frequency Protection - \_\_\_\_\_ (Specify the Manufacturer Model of this Unit

High Frequency Setting (Hz)	Relay Pickup Time (Seconds)

\*Add more rows in the table as needed

Please make sure the settings in sections 7 through 10 comply with NERC and NPCC standards for generator protection relays.

k) Unit Reactive Power Control - \_\_\_\_\_ (Specify the Manufacturer Model of this Unit)

i. What are the options for the Unit reactive power control (check all available)?

- \_\_\_\_ Control the voltage at the Unit terminal
- \_\_\_\_ Control constant power factor at the Unit terminal
- \_\_\_\_ Control constant power factor at the low side of the station main transformer
- \_\_\_\_ Control constant power factor at the high side of the station main transformer
- \_\_\_\_ Control voltage at the low side of the station main transformer
- \_\_\_\_ Control voltage at the high side of the station main transformer
- \_\_\_\_ Other options. Please describe if select others \_\_\_\_\_

ii. In all the control options selected above, please list the options in which the Unit is able to control its terminal voltage to prevent low/high voltage tripping.

\_\_\_\_\_

- iii. What is the desired control mode from the selected options above? Specify the control plan in this mode. For example: control voltage at which bus to what schedule.

---

**WIND OR INVERTER-BASED GENERATING FACILITY AND INTERCONNECTION  
FACILITIES MODELS**

*(All model files provided under this section should be compatible with Siemens PTI's PSS/E version currently in use at ISO New England and must be a standard library model in PSS/E)*

A. Power flow model

- i. A \*.RAW file including **aggregated/equivalent** wind or inverter-based generating facility and HVDC, if applicable, power flow model with appropriate parameters and settings.

*Attach the \*.RAW file and specify the name of the attachment(s) here:*

---

- ii. A \*.RAW file including **detailed** wind or inverter-based Generating Facility and Interconnection Facilities, if applicable, power flow model with appropriate parameters and settings.

*Attach the \*.RAW file and specify the name of the attachment(s) here:*

---

B. Dynamic simulation model(s)

*(Please note that the dynamic model(s) must match the aggregated/equivalent power flow model(s) provided above. Attach the following information for each of the models.)*

1. Wind or inverter-based Generating Facility and Interconnection Facilities, if applicable, Model(s)  
\_\_\_\_\_ (Please Specify the Manufacturer Model(s))
2. A compiled PSS/E dynamic model for the Generating Facility and Interconnection Facilities, if necessary (a \*.LIB or \*.OBJ file)

*Attach the \*.LIB or \*.OBJ file(s) and specify the name(s) of the attachment(s) here:*

---

3. A dynamic data file with appropriate parameters and settings for the Generating Facility and Interconnection Facilities, if applicable, (typically a \*.DYR file)

***Attach the \*.DYR file(s) and specify the name(s) of the attachment(s) here:***

---

4. PSS/E wind or inverter-based Generating Facility model user manual for the Generating Facility and Interconnection Facilities

***Attach and specify the name of the attachment here:***

---

***Repeat the above sections for each different wind or inverter-based generating facility model.***

C. Power Plant Controller

For wind or inverter-based Generating Facility, will PPC have the ability to centrally control the output of the units? Yes\_\_\_ No\_\_\_

1. Manufacturer model of the power plant controller

---

2. What are the reactive power control strategy options of the power plant controller?
3. Which of the control options stated above is being used in current operation?

---

4. Is the power plant controller able to control the unit terminal voltages to prevent low/high voltage tripping?

Yes\_\_\_ No\_\_\_

Please provide the park controller technical manual from the manufacturer

***Attach the file and specify the name of the attachment here:***

---

D. Station Transformer

Transformer Name		
Nameplate ratings (MVA)		
Total number of the main transformer(s)		
Voltage, High/Low/Tertiary (kV)		
Winding connections, High/Low Tertiary		
Available tap positions on high voltage side		
Available tap positions on low voltage side		
Will the transformer operate as a LTC?		
Desired voltage control range if LTC		
Tap adjustment time (Tap switching delay + switching time) if LTC		
Desired tap position if applicable		
Tap adjustment time (Tap switching delay + switching time)		
Impedance $Z_1$ , X/R ratio	$Z_{1H-L}$	X/R
	$Z_{1H-T}$	X/R
	$Z_{1T-L}$	X/R
Impedance $Z_0$ , X/R ratio	$Z_{0H-L}$	X/R
	$Z_{0H-T}$	X/R
	$Z_{0T-L}$	X/R

E. Dynamic Simulation Model for the Power Plant Controller(s)

***(All model files provided under this section should be compatible with Siemens PTI's PSS/E version currently in use at ISO New England and must be a standard library model in PSS/E)***

1. A compiled PSS/E dynamic model for the power plant controller(s) (a \*.LIB or \*.OBJ file)

***Attach the \*.LIB or \*.OBJ file and specify the name of the attachment here:***

---

2. A dynamic data file with appropriate parameters and settings for the power plant controller(s) (typically a \*.DYR file).

***Attach the \*.DYZ file and specify the name of the attachment here:***

\_\_\_\_\_

3. PSS/E model user manual for the power plant controller(s)

***Attach the manual and specify the name of the attachment or specify the name of the attachment here:***\_\_\_\_\_

F. Capacitors and Reactors

Please provide necessary modeling data for all the capacitors and reactors that are part of the Interconnection Facilities, including: size, basic electrical parameters, connecting bus, switched or fixed, etc.

G. Dynamic Device(s)

***(All model files provided under this section 17 should be compatible with Siemens PTI's PSS/E version currently in use at ISO New England standard library models in PSS/E or applicable applications.)***

1. Provide necessary modeling data file for all the dynamic devices belong to the facility.

Attach the \*.LIB or \*.OBJ file and specify the name of the attachment here:

\_\_\_\_\_

2. A dynamic data file containing the parameters for the units (typically a \*.DYZ file).

Set the parameters in accordance with the desired control mode.

Attach the \*.DYZ file and specify the name of the attachment here:

\_\_\_\_\_

H. Collection System/Transformer Tap-Setting Design

Attach a collection system/transformer tap-setting design calculations, consistent with the requirements in the ISO New England Planning Procedures, that identify the calculations to support the proposed tap settings for the unit step-up transformers and the station step-up transformers.

Attached the design document and specify the name of the attachment here:

---

- I. Provide PSCAD Model and documentation for the wind or inverter-based Generating Facility, the Power Plant Controller(s) and Other Dynamic Devices or HVDC.



**CLUSTER SYSTEM IMPACT STUDY APPLICATION FORM**

The undersigned Interconnection Customer submits this form to request the inclusion of the Interconnection Request for its Small Generating Facility in a Cluster Interconnection System Impact Study pursuant to Section 4.2.3.2.2 of this SGIP.

To be included in a Cluster Interconnection System Impact Study, the following must be submitted together with this form to the System Operator by the Cluster Entry Deadline:

**1. Project Information:**

a. Project Name: \_\_\_\_\_

(a) Queue Position: \_\_\_\_\_

(b) Is the Interconnection Request contractually associated with an Interconnection Request for an Elective Transmission Upgrade? Yes \_\_\_\_ No \_\_\_\_

If yes, identify Queue Position of the associated Interconnection Request and provide evidence of the contractual commitment. Queue Position No.: \_\_\_\_\_

**2. Initial CETU Participation Deposit as specified in Section 4.2.3.2.2**

**Applicant Signature**

I hereby certify that, to the best of my knowledge, all the information provided in this form is true and accurate.

For Interconnection Customer: \_\_\_\_\_ Date: \_\_\_\_\_

## **SURPLUS INTERCONNECTION SERVICE REQUEST APPLICATION**

The Surplus Interconnection Customer submits this application to request Surplus Interconnection Service pursuant to Section 3.3 of this SGIP.

### **SURPLUS INTERCONNECTION CUSTOMER AND ORIGINAL INTERCONNECTION CUSTOMER INFORMATION**

Surplus Interconnection Customer Company Name: \_\_\_\_\_

ISO Customer ID# (If available): \_\_\_\_\_

Company Address:

PO Box No.: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State ZIP: \_\_\_\_\_

Company Representative:      Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Representative's Company and Address (if different from above):

Company Name: \_\_\_\_\_

PO Box No.: \_\_\_\_\_

Attachment C (page 2)  
To Appendix 1  
Surplus Interconnection Service  
Request Application

Street Address: \_\_\_\_\_

City, State ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ E-mail: \_\_\_\_\_

Original Interconnection Customer Company Name: \_\_\_\_\_

ISO Customer ID# (If available): \_\_\_\_\_

Company Address:

PO Box No.: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State ZIP: \_\_\_\_\_

Company Representative: Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Representative's Company and Address (if different from above):

Company Name: \_\_\_\_\_

PO Box No.: \_\_\_\_\_

Attachment C (page 3)  
To Appendix 1  
Surplus Interconnection Service  
Request Application

Street Address: \_\_\_\_\_

City, State ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ email: \_\_\_\_\_

---

---

PROJECT INFORMATION

Description of the Original Interconnection Customer's existing, commercial Small Generating Facility:

---

---

Description of the Surplus Interconnection Customer's Generating Facility:

---

---

Select Type of Interconnection Service for the Surplus Interconnection Customer's Generating Facility:

☐ CNR Interconnection Service

☐ NR Interconnection Service

Specify the amount of Unused Capability at the corresponding CNR Interconnection Service or NR Interconnection Service available for the Surplus Interconnection Customer's Generating Facility:

---

---

Attachment C (page 4)  
To Appendix 1  
Surplus Interconnection Service  
Request Application

Requested Commercial Operations Date for the Surplus Interconnection Customer's Generating Facility: \_

---

Requested Initial Synchronization Date for the Surplus Interconnection Customer's Generating Facility: \_

---

Requested In-Service Date for the Surplus Interconnection Customer's Generating Facility:

---

To request Surplus Interconnection Service, the Surplus Interconnection Customer shall provide the following, together with this Surplus Interconnection Service Request Application:

- 11** The Original Interconnection Customer's written consent for the Surplus Interconnection Customer's Generating Facility to use Unused Capability associated with Interconnection Service established under the Interconnection Agreement for the Original Interconnection Customer's Generating Facility, together with a copy of that Interconnection Agreement;
- 12** A detailed description of the Original Interconnection Customer's Generating Facility and the Surplus Interconnection Customer's Generating Facility and their respective Interconnection Facilities and existing Point of Interconnection and Point of Change of Ownership, together with a completed Attachment A and Attachment A-1, as applicable, to Appendix 1 of this SGIP, including a site electrical one-line diagram reflecting both the Original Interconnection Customer's Generating Facility and the proposed Surplus Interconnection Customer's Generating Facility and a plot plan; and
- 13** Site Control for the Surplus Interconnection Customer's Generating Facility.

**Attachment C (page 5)**  
**To Appendix 1**  
**Surplus Interconnection Service**  
Request Application

System Operator and Interconnecting Transmission Owner reserve the right to request additional technical and non-technical information necessary from the Original Interconnection Customer or the Surplus Interconnection Customer as may reasonably become necessary to facilitate their review of the Surplus Interconnection Service request.

**Applicant Signature**

I hereby certify that, to the best of my knowledge, all the information provided in this form is true and accurate.

Authorized Signature: \_\_\_\_\_

Name (type or print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX 2**  
**CLUSTER STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”). Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

**RECITALS**

**WHEREAS,** Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated \_\_\_\_\_; and

**WHEREAS,** Interconnection Customer desires to interconnect the Small Generating Facility to the Administered Transmission System;

**WHEREAS,** Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform a Cluster Study to assess the impact of interconnecting the Small Generating Facility to the Administered Transmission System, and any Internal Affected Systems.

**NOW, THEREFORE,** in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:



- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Large Generator Interconnection Procedure (“SGIP”).
- 2.0 Interconnection Customer elects and System Operator and Interconnecting Transmission Owner shall cause to be performed a Cluster Study consistent with Section 7.0 of the SGIP in accordance with the Tariff.
- 3.0 The scope of the Cluster Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Cluster Study will be based upon the technical information provided by Interconnection Customer in Attachment A (and Attachment A-1 as applicable) to the Interconnection Request, subject to any modifications in accordance with Section 4.4 of the SGIP. System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Cluster Study.
- 5.0 The Cluster Study Report shall provide the following information:
  - identification of any circuit breaker or other facility short circuit capability limits exceeded as a result of the interconnection;
  - identification of any thermal overload of any transmission facility or system voltage limit violations resulting from the interconnection;
  - initial review of grounding requirements and electric system protection;
  - identification of any instability or inadequately damped response to system disturbances resulting from the interconnection;
  - identification of Contingent Facilities
  - description and non-binding, good faith estimated cost of and the time to construct the facilities required to interconnect the Small Generating Facility to the Administered Transmission System and to address the identified short circuit, instability, and power flow issues; and

- The Cluster Study Deposit shall be applied toward the cost of the Cluster Study and the development of this Cluster Study Agreement and its attachment(s) and the SGIA. Interconnecting Transmission Owner's and System Operator's good faith estimate for the times of commencement and completion of the Cluster Study is [insert dates].

Any difference between the deposit and the actual cost of the Cluster Study shall be paid by or refunded to Interconnection Customer, as appropriate.

The total estimated cost of the performance of the Interconnection System Impact Study consists of \$\_\_\_\_\_ which is comprised of the System Operator's estimated cost of \$\_\_\_\_\_ and the Interconnecting Transmission Owner's estimated cost of \$\_\_\_\_\_.

Upon receipt of the Cluster Study, System Operator and Interconnecting Transmission Owner shall charge and Interconnection Customer shall pay the actual costs of the Interconnection System Impact Study.

System Operator and Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection System Impact Study each month. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice.

In accordance with the SGIP, in performing the Interconnection System Impact Study, System Operator and Interconnecting Transmission Owner shall coordinate with Internal Affected Parties, shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

## 7.0 Miscellaneous.

- 7.1 Accuracy of Information. Except as a Party (“Providing Party”) may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.
- 7.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection System Impact Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection System Impact Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection System Impact Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection System Impact Study, the content of the Interconnection System Impact Study, or the conclusions of the Interconnection System Impact Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 7.3 Force Majeure, Liability and Indemnification.
- 7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement

is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, an Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities (“Losses”) by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection System Impact Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection System Impact Study is completed. This

Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

- 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision,

rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

System Operator

By:

Title:

Date:

Interconnecting Transmission Owner

By:

Title:

Date:

[Insert name of Interconnection Customer]

By:

Title:

Date:

**Attachment A**  
**To Appendix 2**  
**Cluster**  
**Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE**  
**CLUSTER STUDY**

The Cluster Study will be based upon the *technical information provided by Interconnection Customer in the Interconnection Request* subject to any modifications in accordance with Section 4.4 of the SGIP, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.



**APPENDIX 3**  
**INTERCONNECTION FACILITIES STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”). Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated ; and

**WHEREAS**, Interconnection Customer desires to interconnect the Small Generating Facility to the Administered Transmission System; and

**WHEREAS**, System Operator and Interconnecting Transmission Owner have completed a Cluster Study and provided the results of said study to the Interconnection Customer; and

**WHEREAS**, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Cluster Study in accordance with Good Utility Practice to physically and electrically connect the Small Generating Facility to the Administered Transmission System.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Small Generator Interconnection Procedures (“SGIP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).
- 2.0 Interconnection Customer elects and System Operator shall cause an Interconnection Facilities Study consistent with Section 8.0 of the SGIP to be performed in accordance with the Tariff.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.
- 4.0 The Interconnection Facilities Study report (i) shall provide a description, estimated cost of (consistent with Attachment A), and schedule for required facilities to interconnect the Small Generating Facility to the Administered Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.
- 5.0 The Interconnection Customer is providing a *Commercial Readiness Deposit per Section 8.1 of this SGIP to enter* the Interconnection Facilities Study and the greater of 25 percent of the estimated cost of the Interconnection Facilities Study or \$100,000.

The deposit shall be applied toward the cost of the Interconnection Facilities Study and the development of this Interconnection Facilities Study Agreement and its attachment(s) and the SGIA. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

The total estimated cost of the performance of the Interconnection Facilities Study consists of \$\_\_\_\_\_ which is comprised of the System Operator's estimated cost of \$\_\_\_\_\_ and the Interconnecting Transmission Owner's estimated cost of \$\_\_\_\_\_. Any difference between the deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to the Interconnection Customer, as appropriate. Upon receipt of the Interconnection Facilities Study, System Operator and Interconnecting Transmission Owner shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Facilities Study. System Operator and Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice. In accordance with the SGIP, in performing the Interconnection Facilities Study, Interconnecting Transmission Owner and System Operator shall coordinate with Affected Parties, shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

6.0 Miscellaneous.

6.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

6.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Facilities Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Facilities Study (including, but not limited to, exercise of Good Utility

Practice in verifying the accuracy of information provided for or used in the Interconnection Facilities Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Facilities Study, the content of the Interconnection Facilities Study, or the conclusions of the Interconnection Facilities Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

### 6.3 Force Majeure, Liability and Indemnification.

6.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

6.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in

performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

- 6.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by

Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 6.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Facilities Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.
- 6.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection Facilities Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 6.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed

severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

- 6.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 6.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 6.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 6.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 6.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 6.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 6.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a

third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

System Operator

By:

Title:

Date:

Interconnecting Transmission Owner

By:

Title:

Date:

[Insert name of Interconnection Customer]

By:

Title:

Date:



**Attachment A**  
**To Appendix 3**  
**Interconnection Facilities**  
**Study Agreement**

**INTERCONNECTION CUSTOMER SCHEDULE ELECTION FOR CONDUCTING THE  
INTERCONNECTION FACILITIES STUDY**

Interconnection Customer elects (check one):

- b. +/- 20 percent cost estimate contained in the Interconnection Facilities Study report.
  
- c. +/- 10 percent cost estimate contained in the Interconnection Facilities Study report.

Interconnecting Transmission Owner and System Operator shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study Report to the Interconnection Customer within the following number of days after receipt of an executed copy of this Interconnection Facilities Study Agreement:

- ninety (90) Calendar Days with no more than a +/- 20 percent cost estimate contained in the report, or
  
- one hundred eighty (180) Calendar Days with no more than a +/- 10 percent cost estimate contained in the report.

**Attachment B (page 1)**  
**Appendix 3**  
**Interconnection Facilities**  
**Study Agreement**

**DATA FORM TO BE PROVIDED BY INTERCONNECTION CUSTOMER**  
**WITH THE**  
**INTERCONNECTION FACILITIES STUDY AGREEMENT**

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

One set of metering is required for each generation connection to the new ring bus or existing New England Transmission System station. Number of generation connections:

On the one line indicate the generation capacity attached at each metering location. (Maximum load on Current Transformer/Power Transformer (“CT/PT”))

On the one line indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes \_\_\_\_\_ No \_\_\_\_\_

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes \_\_\_\_\_ No \_\_\_\_\_

(Please indicate on one line).

What type of control system or Power Line Carrier (“PLC”) will be located at the Interconnection Customer’s Small Generating Facility?

What protocol does the control system or PLC use?

**Attachment B (page 2)**  
**Appendix 3**  
**Interconnection Facilities**  
**Study Agreement**

Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

Line length from interconnection station to Interconnecting Transmission Owner's transmission line.

Tower number observed in the field. (Painted on tower leg)\*

Number of third party easements required for transmission lines\*:

\* To be completed in coordination with System Operator and Interconnecting Transmission Owner.

Is the Small Generating Facility in Interconnecting Transmission Owner's service area?

Yes \_\_\_\_\_ No \_\_\_\_\_ Local provider:

Please provide proposed schedule dates:

Begin Construction Date:

Generator step-up transformer Date:

Receives back feed power Date

Generation Testing Date:

Commercial Operation Date:

**APPENDIX 4**  
**OPTIONAL INTERCONNECTION STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”). Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated \_\_\_\_\_; and

**WHEREAS**, Interconnection Customer is proposing to establish an interconnection to the Administered Transmission System; and

**WHEREAS**, Interconnection Customer has submitted to System Operator an Interconnection Request; and

**WHEREAS**, on or after the date when the Interconnection Customer receives the Interconnection System Impact Study results, Interconnection Customer has further requested that the System Operator and Interconnecting Transmission Owner prepare an Optional Interconnection Study.

**NOW, THEREFORE,** in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Small Generator Interconnection Procedures (“SGIP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).
- 2.0 Interconnection Customer elects and System Operator shall cause an Optional Interconnection Study consistent with Section 10.0 of the SGIP to be performed in accordance with the Tariff.
- 3.0 The scope of the Optional Interconnection Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Optional Interconnection Study shall be performed solely for informational purposes.
- 5.0 The Optional Interconnection Study report shall provide a sensitivity analysis based on the assumptions specified by the Interconnection Customer in Attachment A to this Agreement. The Optional Interconnection Study will identify Interconnecting Transmission Owner’s Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the assumptions specified by the Interconnection Customer in Attachment A.

In accordance with the SGIP, in performing the Optional Interconnection Study, the System Operator shall coordinate with Interconnecting Transmission Owner and Affected Parties and Internal Affected Parties, and shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

- 6.0 The Interconnection Customer is providing a deposit equal to 100 percent of the estimated cost of the study. Interconnecting Transmission Owner’s and System

Operator's good faith estimate for the time of completion of the Optional Interconnection Study is [insert date].

The total estimated cost of the performance of the Optional Interconnection Study consists of \$\_\_\_\_\_ which is comprised of the System Operator's estimated cost of \$\_\_\_\_\_ and the Interconnecting Transmission Owner's estimated cost of \$\_\_\_\_\_.

Any difference between the initial payment and the actual cost of the study shall be paid by or refunded to the Interconnection Customer, as appropriate. Upon receipt of the Optional Interconnection Study, System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Optional Interconnection Study. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of invoice.

7.0 Miscellaneous.

7.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Optional Interconnection Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Optional Interconnection Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Optional Interconnection Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or

profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Optional Interconnection Study, the content of the Optional Interconnection Study, or the conclusions of the Optional Interconnection Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

### 7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission

Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

- 7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owners under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the



indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Optional Interconnection Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.
- 7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Optional Interconnection Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located, without regard to any choice of laws provisions.
- 7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

- 7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instances; rather, the same shall be and remain in full force and effect.
- 7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

System Operator

By:

Title:

Date:

Interconnecting Transmission Owner

By:

Title:

Date:

[Insert name of Interconnection Customer]

By:

Title:

Date:

**Attachment A**

**Appendix 4**

**Optional Interconnection**

**Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING**

**THE OPTIONAL INTERCONNECTION STUDY**

[To be completed by Interconnection Customer consistent with Section 10 of the SGIP.]

**APPENDIX 5 to SGIP**  
**TRANSITIONAL CLUSTER STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer”), and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”). System Operator, Interconnection Customer and Interconnecting Transmission Owner each may be referred to as a “Party,” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated \_\_\_\_\_;

**WHEREAS**, Interconnection Customer desires to interconnect the Small Generating Facility with the Administered Transmission System; and

**WHEREAS**, Interconnection Customer has requested Interconnecting Transmission Owner and System Operator to perform a “Transitional Cluster Study,” which combines the Cluster Study and Interconnection Facilities Study, in a single cluster study, followed by any needed restudies, to specify and estimate the cost of the equipment, engineering, procurement, and construction work needed to physically and electrically connect the Small Generating Facility to the Administered Transmission System; and

**WHEREAS**, Interconnection Customer has a valid Queue Position as of the {Transmission Provider to insert effective date of compliance filing}.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in this SGIP.

2.0 Interconnection Customer elects, and System Operator shall cause to be performed, a Transitional Cluster Study and Interconnection Customer elects that System Operator study the Small Generating Facility's request for.

\_\_\_\_\_ Network Resource Interconnection Service (energy capability only)

\_\_\_\_\_ Capacity Network Resource Interconnection Service (energy capability and capacity capability)

- ☐ Interconnection Customers seeking to complete studies for CNRIS for Interconnection Requests for which NRIS milestones have already been completed shall check this box and fill in the table below

<b>Service Level</b>	<b>Requested Net MW Capability at the Point of Interconnection</b>
<b>CNR Capability Summer</b>	
<b>CNR Capability Winter</b>	

- ☐ Interconnection Customer requests to be downgraded to Network Resource Interconnection Service where violations are identified in the thermal analysis associated with Capacity Network Resource Interconnection Service testing

3.0 The Transitional Cluster Study shall be based upon the technical information provided by Interconnection Customer in the Interconnection Request. System Operator reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Transitional Cluster Study and Interconnection Customer shall provide such data as quickly as reasonable.

4.0 Pursuant to Section 5.1.1.2 of this SGIP, the interim Transitional Cluster Study Report shall provide the information below:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- identification of any thermal overload or voltage limit violations resulting from the interconnection;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and
- Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades that are expected to be required as a result of the Interconnection Request(s) and a non-binding, good faith estimate of cost responsibility and a non-binding, good faith estimated time to construct.

5.0 Pursuant to Section 5.1.1.2 of this SGIP, the final Transitional Cluster Study Report shall: (1) provide all the information included in the interim Transitional Cluster Study Report; (2) provide a description of, estimated cost of, and schedule for required facilities to interconnect the Generating Facility to the Transmission System; and (3) address the short circuit, instability, and power flow issues identified in the interim Transitional Cluster Study Report.

6.0 Interconnection Customer has met the requirements described in Section 5.1.1.2 of this SGIP.

7.0 Interconnection Customer previously provided a deposit for the performance of Interconnection Studies. Interconnection Customer shall provide additional study deposits in the form described in Section 5.1.1.2. System Operator may invoice for additional costs as appropriate such that Interconnection Customer shall pay the actual costs of the Transitional Cluster Study. Any difference between the study deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, in accordance with the provisions of Section 13.3 of this SGIP.

## 8.0 Miscellaneous.

- 8.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.
- 8.2 Disclaimer of Warranty. In preparing and/or participating in the Transitional Cluster Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Transitional Cluster Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Transitional Cluster Study ), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Transitional Cluster Study , the content of the Transitional Cluster Study , or the conclusions of the Transitional Cluster Study . Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 8.3 Force Majeure, Liability and Indemnification.
- 8.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the



System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

8.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

8.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities (“Losses”) by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

8.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Transitional Cluster Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

8.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Transitional Cluster Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the

Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

- 8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 8.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 8.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 8.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 8.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 8.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 8.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 8.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

8.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**ISO New England Inc.**

By: \_\_\_\_

Title: \_\_

Date: \_\_

**{Insert name of Interconnecting Transmission Owner }**

By: \_\_\_\_

Title: \_\_

Date: \_\_

**{Insert name of Interconnection Customer}**

By: \_\_\_\_

Title: \_\_

Date: \_\_

**APPENDIX 6 to SGIP**  
**TRANSITIONAL SERIAL INTERCONNECTION FACILITIES STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_, 20\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”). Interconnection Customer, System Operator, and Interconnecting Transmission Owner each may be referred to as a “Party,” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated \_\_\_\_\_; and

**WHEREAS**, Interconnection Customer desires to interconnect the Small Generating Facility with the Administered Transmission System; and

**WHEREAS**, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to continue processing its Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement, and construction work needed to implement the conclusions of the final Cluster Study (from the previously effective serial study process) in accordance with Good Utility Practice to physically and electrically connect the Small Generating Facility to the Administered Transmission System; and

**WHEREAS**, System Operator has provided an Interconnection Facilities Study Agreement to the Interconnection Customer on or before {System Operator to insert effective date of compliance filing}.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in this SGIP.
- 2.0 Interconnection Customer elects and Interconnecting Transmission Owner shall cause to be performed an Interconnection Facilities Study consistent with Section 8 of this SGIP.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A to this Agreement, which shall be the same assumptions as the previous Interconnection Facilities Study Agreement executed by the Interconnection Customer.
- 4.0 The Interconnection Facilities Study Report shall: (1) provide a description, estimated cost of (consistent with Attachment A), and schedule for required facilities to interconnect the Small Generating Facility to the Administered Transmission System; and (2) address the short circuit, instability, and power flow issues identified in the most recently published Cluster Study Report.
- 5.0 Interconnection Customer has met the requirements described in Section 5.1.1.1 of this SGIP. The time for completion of the Interconnection Facilities Study is specified in Attachment A, and shall be no later than 150 Calendar Days after {System Operator to insert effective date accepted on compliance}.
- 6.0 Interconnection Customer previously provided a deposit of \_\_\_\_\_ dollars (\$\_\_\_) for the performance of the Interconnection Facilities Study.
- 7.0 Upon receipt of the Interconnection Facilities Study results, Interconnecting Transmission Owner shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Facilities Study.
- 8.0 Any difference between the study deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

9.0 Miscellaneous.

9.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

9.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Facilities Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Facilities Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Facilities Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Facilities Study, the content of the Interconnection Facilities Study, or the conclusions of the Interconnection Facilities Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

9.3 Force Majeure, Liability and Indemnification.

9.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is

hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

- 9.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.



9.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities (“Losses”) by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

9.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Facilities Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

9.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection Facilities Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to

the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

- 9.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 9.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 9.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 9.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 9.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 9.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 9.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 9.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 9.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a

third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**{Insert name of Interconnecting Transmission Owner }**

By: \_\_\_\_

Title: \_

Date: \_

**ISO New England Inc.**

By: \_\_\_\_

Title: \_

Date: \_

**{Insert name of Interconnection Customer}**

By: \_\_\_\_

Title: \_

Date: \_



**Attachment A to Appendix 6**  
**Transitional Serial Interconnection Facilities Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE TRANSITIONAL SERIAL  
INTERCONNECTION FACILITIES STUDY**

{Assumptions to be completed by Interconnection Customer and Interconnecting Transmission Owner}

**APPENDIX 7 to SGIP**  
**TWO-PARTY AFFECTED SYSTEM STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer) and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (System Operator). Affected System Interconnection Customer and System Operatoreach may be referred to as a “Party,” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Affected System Interconnection Customer is proposing to develop a {description of generating facility or generating capacity addition to an existing generating facility} consistent with the interconnection request submitted by Affected System Interconnection Customer to {name of host transmission provider}, dated \_\_\_\_\_, for which {name of host transmission provider} found impacts on the New England Transmission System; and

**WHEREAS**, Affected System Interconnection Customer desires to interconnect the {generating facility} with {name of host transmission provider}’s transmission system;

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in this SGIP.
- 2.0 System Operator shall coordinate with Affected System Interconnection Customer to perform an Affected System Study consistent with Section 9 of this SGIP.
- 3.0 The scope of the Affected System Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Affected System Study will be based upon the technical information provided by Affected System Interconnection Customer and {name of host transmission provider}. System Operator reserves the right to request additional technical information from Affected System Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Affected System Study.

5.0 The Affected System Study shall provide the following information:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- identification of any thermal overload or voltage limit violations resulting from the interconnection;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection;
- non-binding, good faith estimated cost and time required to construct facilities required on the New England Transmission System to accommodate the interconnection of the {generating facility} to the transmission system of the host transmission provider; and
- description of how such facilities will address the identified short circuit, instability, and power flow issues.

6.0 Affected System Interconnection Customer shall provide a deposit of \_\_\_\_\_ for performance of the Affected System Study. Upon receipt of the results of the Affected System Study by the Affected System Interconnection Customer, System Operator shall charge, and Affected System Interconnection Customer shall pay, the actual cost of the Affected System Study. Any difference between the deposit and the actual cost of the Affected System Study shall be paid by or refunded to Affected System Interconnection Customer, as appropriate, including interest calculated in accordance with section 35.19a(a)(2) of FERC's regulations.

- 7.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.
- 7.2 Disclaimer of Warranty. In preparing and/or participating in the Affected System Study Agreement, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Affected System Study Agreement (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Affected System Study Agreement), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Affected System Study Agreement, the content of the Affected System Study Agreement, or the conclusions of the Affected System Study Agreement. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 7.3 Force Majeure, Liability and Indemnification.
- 7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the



System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents

from any and all damages, losses, claims and liabilities (“Losses”) by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 7.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Affected System Study Agreement shall be deemed third party beneficiaries of Sections 7.2 and 7.3.
- 7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Affected System Study Agreement is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

- 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

**IN WITNESS THEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**ISO New England Inc.**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

**{Insert name of Affected System Interconnection Customer}**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Project No. \_\_\_\_\_

**Attachment A to Appendix 7**  
**Two-Party Affected System Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE  
AFFECTED SYSTEM STUDY**

The Affected System Study will be based upon the following assumptions:

{Assumptions to be completed by Affected System Interconnection Customer and System Operator}

**APPENDIX 8 to SGIP**  
**MULTIPARTY AFFECTED SYSTEM STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer); \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer); and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (System Operator). Affected System Interconnection Customers and Transmission Provider each may be referred to as a “Party,” or collectively as the “Parties.” When it is not important to differentiate among them, Affected System Interconnection Customers each may be referred to as “Affected System Interconnection Customer” or collectively as the “Affected System Interconnection Customers.”

**RECITALS**

**WHEREAS**, Affected System Interconnection Customers are proposing to develop {description of generating facilities or generating capacity additions to an existing generating facility}, consistent with the interconnection requests submitted by Affected System Interconnection Customers to {name of host transmission provider}, dated \_\_\_\_\_, for which {name of host transmission provider} found impacts on the New England Transmission System; and

**WHEREAS**, Affected System Interconnection Customers desire to interconnect the {generating facilities} with {name of host transmission provider}’s transmission system;

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in this SGIP.

- 2.0 System Operator shall coordinate with Affected System Interconnection Customers to perform an Affected System Study consistent with Section 9 of this SGIP.
- 3.0 The scope of the Affected System Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Affected System Study will be based upon the technical information provided by Affected System Interconnection Customers and {name of host transmission provider}. System Operator reserves the right to request additional technical information from Affected System Interconnection Customers as may reasonably become necessary consistent with Good Utility Practice during the course of the Affected System Study.
- 5.0 The Affected System Study shall provide the following information:
- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
  - identification of any thermal overload or voltage limit violations resulting from the interconnection;
  - identification of any instability or inadequately damped response to system disturbances resulting from the interconnection;
  - non-binding, good faith estimated cost and time required to construct facilities required on the New England Transmission System to accommodate the interconnection of the {generating facilities} to the transmission system of the host transmission provider; and
  - description of how such facilities will address the identified short circuit, instability, and power flow issues.
- 6.0 Affected System Interconnection Customers shall each provide a deposit of \_\_\_\_\_ for performance of the Affected System Study. Upon receipt of the results of the

Affected System Study by the Affected System Interconnection Customers, System Operator shall charge, and Affected System Interconnection Customers shall pay, the actual cost of the Affected System Study. Any difference between the deposit and the actual cost of the Affected System Study shall be paid by or refunded to Affected System Interconnection Customers, as appropriate, including interest calculated in accordance with section 35.19a(a)(2) of FERC's regulations.

7.0 Miscellaneous

7.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Affected System Study Agreement, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Affected System Study Agreement (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Affected System Study Agreement), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Affected System Study Agreement, the content of the Affected System Study Agreement, or the conclusions of the Affected System Study Agreement. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

7.3 Force Majeure, Liability and Indemnification.



- 7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.
- 7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any

incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

7.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Affected System Study Agreement shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

- 7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Affected System Study Agreement is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each

and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

**IN WITNESS THEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**ISO New England Inc.**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

**{Insert name of Affected System Interconnection Customer}**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Project No. \_\_\_\_\_

**{Insert name of Affected System Interconnection Customer}**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Project No. \_\_\_\_\_

**Attachment A to Appendix 8**  
**Multiparty Affected System Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE  
MULTIPARTY AFFECTED SYSTEM STUDY**

The Affected System Study will be based upon the following assumptions:

{Assumptions to be completed by Affected System Interconnection Customers and System Operator}

**APPENDIX 9 TO SGIP**  
**TWO-PARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, organized and existing under the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer) and \_\_\_\_\_, an entity organized under the laws of the State of \_\_\_\_\_ (Interconnecting Transmission Owner). Affected System Interconnection Customer and Transmission Provider each may be referred to as a “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Affected System Interconnection Customer is proposing to develop a {description of generating facility or generating capacity addition to an existing generating facility} consistent with the interconnection request submitted by Affected System Interconnection Customer to {name of host transmission provider}, dated \_\_\_\_\_, for which {name of host transmission provider} found impacts on the New England Transmission System; and

**WHEREAS**, Affected System Interconnection Customer desires to interconnect the {generating facility} to {name of host transmission provider}’s transmission system; and

**WHEREAS**, additions, modifications, and upgrade(s) must be made to certain existing facilities of the New England Transmission System to accommodate such interconnection; and

**WHEREAS**, Affected System Interconnection Customer has requested, and Interconnecting Transmission Owner has agreed, to enter into this Agreement for the purpose of facilitating the construction of necessary Affected System Network Upgrade(s);

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

## **ARTICLE 1**

### **DEFINITIONS**

When used in this Agreement, with initial capitalization, the terms specified and not otherwise defined in this Agreement shall have the meanings indicated in this SGIP.

## **ARTICLE 2**

### **TERM OF AGREEMENT**

**2.1 Effective Date.** This Agreement shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC.

**2.2 Term.**

**2.2.1 General.** This Agreement shall become effective as provided in Article 2.1 and shall continue in full force and effect until the earlier of (1) the Parties agree to mutually terminate this Agreement; (2) earlier termination is permitted or provided for under Appendix A of this Agreement; or (2) Affected System Interconnection Customer terminates this Agreement after providing Interconnecting Transmission Owner with written notice at least sixty (60) Calendar Days prior to the proposed termination date, provided that Affected System Interconnection Customer has no outstanding contractual obligations to Interconnecting Transmission Owner under this Agreement. No termination of this Agreement shall be effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination. The term of this Agreement may be adjusted upon mutual agreement of the Parties if (1) the commercial operation date for the {generating facility} is adjusted in accordance with the rules and procedures established by {name of host transmission provider} or (2) the in-service date for the Affected System Network Upgrade(s) is adjusted in accordance with the rules and procedures established by System Operator and Interconnecting Transmission Owner.

**2.2.2 Termination Upon Default.** Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 5 of this Agreement where Breach and Breaching Party are defined in Article 5. Defaulting Party shall mean the Party that is in Default. In the event of a Default by a Party, the non-Defaulting Party shall have the termination rights described in Articles 5 and 6; provided, however, Interconnecting Transmission Owner may not terminate this Agreement if Affected System

Interconnection Customer is the Defaulting Party and compensates Transmission Provider within thirty (30) Calendar Days for the amount of damages billed to Affected System Interconnection Customer by Interconnecting Transmission Owner for any such damages, including costs and expenses, incurred by Interconnecting Transmission Owner as a result of such Default.

**2.2.3 Consequences of Termination.** In the event of a termination by either Party, other than a termination by Affected System Interconnection Customer due to a Default by Interconnecting Transmission Owner, Affected System Interconnection Customer shall be responsible for the payment to Interconnecting Transmission Owner of all amounts then due and payable for construction and installation of the Affected System Network Upgrade(s) (including, without limitation, any equipment ordered related to such construction), plus all out-of-pocket expenses incurred by Interconnecting Transmission Owner in connection with the construction and installation of the Affected System Network Upgrade(s), through the date of termination, and, in the event of the termination of the entire Agreement, any actual costs which Interconnecting Transmission Owner reasonably incurs in (1) winding up work and construction demobilization and (2) ensuring the safety of persons and property and the integrity and safe and reliable operation of the New England Transmission System. Interconnecting Transmission Owner shall use Reasonable Efforts to minimize such costs.

**2.2.4 Reservation of Rights.** Interconnecting Transmission Owner shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Affected System Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

**2.3 Filing.** Interconnecting Transmission Owner shall file this Agreement (and any amendment hereto) with the appropriate Governmental Authority, if required. Affected System Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of



Article 8. If Affected System Interconnection Customer has executed this Agreement, or any amendment thereto, Affected System Interconnection Customer shall reasonably cooperate with Interconnecting Transmission Owner with respect to such filing and to provide any information reasonably requested by Interconnecting Transmission Owner needed to comply with applicable regulatory requirements.

**2.4 Survival.** This Agreement shall continue in effect after termination, to the extent necessary, to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this Agreement; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this Agreement or other applicable agreements, to disconnect, remove, or salvage its own facilities and equipment.

**2.5 Termination Obligations.** Upon any termination pursuant to this Agreement, Affected System Interconnection Customer shall be responsible for the payment of all costs or other contractual obligations incurred prior to the termination date, including previously incurred capital costs, penalties for early termination, and costs of removal and site restoration.

### **ARTICLE 3**

#### **CONSTRUCTION OF AFFECTED SYSTEM NETWORK UPGRADE(S)**

##### **3.1 Construction.**

**3.1.1 Interconnecting Transmission Owner Obligations.** Interconnecting Transmission Owner shall (or shall cause such action to) design, procure, construct, and install, and Affected System Interconnection Customer shall pay, consistent with Article 3.2, the costs of all Affected System Network Upgrade(s) identified in Appendix A. All Affected System Network Upgrade(s) designed, procured, constructed, and installed by Interconnecting Transmission Owner pursuant to this Agreement shall satisfy all requirements of applicable safety and/or engineering codes and comply with Good Utility Practice, and further, shall satisfy all Applicable Laws and Regulations. Interconnecting Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, or any Applicable Laws and Regulations.

### **3.1.2 Suspension of Work.**

**3.1.2.1 Right to Suspend.** Affected System Interconnection Customer must provide to Interconnecting Transmission Owner written notice of its request for suspension. Only the milestones described in the Appendices of this Agreement are subject to suspension under this Article 3.1.2. Affected System Network Upgrade(s) will be constructed on the schedule described in the Appendices of this Agreement unless: (1) construction is prevented by the order of a Governmental Authority; (2) the Affected System Network Upgrade(s) are not needed by any other Interconnection Customer; or (3) Interconnecting Transmission Owner determines that a Force Majeure event prevents construction. In the event of (1), (2), or (3), any security paid to Interconnecting Transmission Owner under Article 4.1 of this Agreement shall be released by Interconnecting Transmission Owner upon the determination by Interconnecting Transmission Owner that the Affected System Network Upgrade(s) will no longer be constructed. If suspension occurs, Affected System Interconnection Customer shall be responsible for the costs which Interconnecting Transmission Owner incurs (i) in accordance with this Agreement prior to the suspension; (ii) in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of New England Transmission System and, if applicable, any costs incurred in connection with the cancellation of contracts and orders for material which Interconnecting Transmission Owner cannot reasonably avoid; and (iii) reasonably incurs in winding up work and construction demobilization; provided, however, that, prior to canceling any such contracts or orders, Interconnecting Transmission Owner shall obtain Affected System Interconnection Customer's authorization. Affected System Interconnection Customer shall be responsible for all costs incurred in connection with Affected System Interconnection Customer's failure to authorize cancellation of such contracts or orders.

Interest on amounts paid by Affected System Interconnection Customer to Interconnecting Transmission Owner for the design, procurement, construction, and installation of the Affected System Network Upgrade(s) shall not accrue during periods in which Affected System Interconnection Customer has suspended construction under this Article 3.1.2.

Interconnecting Transmission Owner shall invoice Affected System Interconnection Customer pursuant to Article 4 and will use Reasonable Efforts to minimize its costs. In the event Affected System Interconnection Customer suspends work by Affected System Interconnecting Transmission Owner required under this Agreement pursuant to this Article 3.1.2.1, and has not requested Affected System

Interconnecting Transmission Owner to recommence the work required under this Agreement on or before the expiration of three (3) years following commencement of such suspension, this Agreement shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Affected System Interconnecting Transmission Owner, whichever is earlier, if no effective date of suspension is specified.

**3.1.3 Construction Status.** Interconnecting Transmission Owner shall keep Affected System Interconnection Customer advised periodically as to the progress of its design, procurement and construction efforts, as described in Appendix A. Affected System Interconnection Customer may, at any time and reasonably, request a progress report from Interconnecting Transmission Owner. If, at any time, Affected System Interconnection Customer determines that the completion of the Affected System Network Upgrade(s) will not be required until after the specified in-service date, Affected System Interconnection Customer will provide written notice to Interconnecting Transmission Owner of such later date upon which the completion of the Affected System Network Upgrade(s) would be required. Interconnecting Transmission Owner may delay the in-service date of the Affected System Network Upgrade(s) accordingly.

**3.1.4 Timely Completion.** Interconnecting Transmission Owner shall use Reasonable Efforts to design, procure, construct, install, and test the Affected System Network Upgrade(s) in accordance with the schedule set forth in Appendix A, which schedule may be revised from time to time by mutual agreement of the Parties. If any event occurs that will affect the time or ability to complete the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall promptly notify Affected System Interconnection Customer. In such circumstances, Interconnecting Transmission Owner shall, within fifteen (15) Calendar Days of such notice, convene a meeting with Affected System Interconnection Customer to evaluate the alternatives available to Affected System Interconnection Customer. Interconnecting Transmission Owner shall also make available to Affected System Interconnection Customer all studies and work papers related to the event and corresponding delay, including all information that is in the possession of Interconnecting Transmission Owner that is reasonably needed by Affected System Interconnection Customer to evaluate alternatives, subject to confidentiality arrangements consistent with Article 8. Interconnecting Transmission Owner shall, at Affected System Interconnection Customer's request and expense, use Reasonable Efforts to accelerate its work under this Agreement to meet the schedule set forth in Appendix A, provided that (1) Affected System Interconnection Customer authorizes such actions, such authorization to be withheld, conditioned, or

delayed by Affected System Interconnection Customer only if it can demonstrate that the acceleration would have a material adverse effect on it; and (2) the Affected System Interconnection Customer funds costs associated therewith in advance.

### **3.2 Interconnection Costs.**

**3.2.1 Costs.** Affected System Interconnection Customer shall pay to Interconnecting Transmission Owner costs (including taxes and financing costs) associated with seeking and obtaining all necessary approvals and of designing, engineering, constructing, and testing the Affected System Network Upgrade(s), as identified in Appendix A, in accordance with the cost recovery method provided herein. Unless Interconnecting Transmission Owner elects to fund the Affected System Network Upgrade(s), they shall be funded by Affected System Interconnection Customer.

**3.2.1.1 Lands of Other Property Owners.** If any part of the Affected System Network Upgrade(s) is to be installed on property owned by persons other than Affected System Interconnection Customer or Interconnecting Transmission Owner, Interconnecting Transmission Owner shall, at Affected System Interconnection Customer's expense, use efforts similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority to the extent permitted and consistent with Applicable Laws and Regulations and, to the extent consistent with such Applicable Laws and Regulations, to procure from such persons any rights of use, licenses, rights-of-way, and easements that are necessary to construct, operate, maintain, test, inspect, replace, or remove the Affected System Network Upgrade(s) upon such property.

### **3.3 Taxes.**

**3.3.1 Indemnification for Contributions in Aid of Construction.** With regard only to payments made by Affected System Interconnection Customer to Interconnecting Transmission Owner for the installation of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall not include a gross-up for income taxes in the amounts it charges Affected System Interconnection Customer for the installation of the Affected System Network Upgrade(s) unless (1) Interconnecting Transmission Owner has determined, in good faith, that the payments or property transfers made by Affected System Interconnection Customer to Interconnecting Transmission Owner should be reported as income subject

to taxation, or (2) any Governmental Authority directs Interconnecting Transmission Owner to report payments or property as income subject to taxation. Affected System Interconnection Customer shall reimburse Interconnecting Transmission Owner for such costs on a fully grossed-up basis, in accordance with this Article, within thirty (30) Calendar Days of receiving written notification from Interconnecting Transmission Owner of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten (10)-year testing period and the applicable statute of limitation, as it may be extended by Interconnecting Transmission Owner upon request of the Internal Revenue Service, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article. Notwithstanding the foregoing provisions of this Article 3.3.1, and to the extent permitted by law, to the extent that the receipt of such payments by Interconnecting Transmission Owner is determined by any Governmental Authority to constitute income by Interconnecting Transmission Owner subject to taxation, Affected System Interconnection Customer shall protect, indemnify, and hold harmless Interconnecting Transmission Owner and its Affiliates, from all claims by any such Governmental Authority for any tax, interest, and/or penalties associated with such determination. Upon receiving written notification of such determination from the Governmental Authority, Interconnecting Transmission Owner shall provide Affected System Interconnection Customer with written notification within thirty (30) Calendar Days of such determination and notification. Interconnecting Transmission Owner, upon the timely written request by Affected System Interconnection Customer and at Affected System Interconnection Customer's expense, shall appeal, protest, seek abatement of, or otherwise oppose such determination. Interconnecting Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the compromise or settlement of the claim; provided that Interconnecting Transmission Owner shall cooperate and consult in good faith with Affected System Interconnection Customer regarding the conduct of such contest. Affected System Interconnection Customer shall not be required to pay Interconnecting Transmission Owner for the tax, interest, and/or penalties prior to the seventh (7th) Calendar Day before the date on which Interconnecting Transmission Owner (1) is required to pay the tax, interest, and/or penalties or other amount in lieu thereof pursuant to a compromise or settlement of the appeal, protest, abatement, or other contest; (2) is required to pay the tax, interest, and/or penalties as the result of a final, non-appealable order by a Governmental Authority; or (3) is required to pay the tax, interest, and/or penalties as a prerequisite to an appeal, protest, abatement, or other contest. In the event such appeal, protest, abatement, or other contest results in a determination that

Interconnecting Transmission Owner is not liable for any portion of any tax, interest, and/or penalties for which Affected System Interconnection Customer has already made payment to Interconnecting Transmission Owner, Interconnecting Transmission Owner shall promptly refund to Affected System Interconnection Customer any payment attributable to the amount determined to be non-taxable, plus any interest (calculated in accordance with 18 CFR 35.19a(a)(2)(iii)) or other payments Interconnecting Transmission Owner receives or which Interconnecting Transmission Owner may be entitled with respect to such payment. Affected System Interconnection Customer shall provide Interconnecting Transmission Owner with credit assurances sufficient to meet Affected System Interconnection Customer's estimated liability for reimbursement of Interconnecting Transmission Owner for taxes, interest, and/or penalties under this Article 3.3.1. Such estimated liability shall be stated in Appendix A.

To the extent that Interconnecting Transmission Owner is a limited liability company and not a corporation, and has elected to be taxed as a partnership, then the following shall apply: Interconnecting Transmission Owner represents, and the Parties acknowledge, that Interconnecting Transmission Owner is a limited liability company and is treated as a partnership for federal income tax purposes. Any payment made by Affected System Interconnection Customer to Interconnecting Transmission Owner for Affected System Network Upgrade(s) is to be treated as an upfront payment. It is anticipated by the Parties that any amounts paid by Affected System Interconnection Customer to Interconnecting Transmission Owner for Affected System Network Upgrade(s) will be reimbursed to Affected System Interconnection Customer in accordance with the terms of this Agreement, provided Affected System Interconnection Customer fulfills its obligations under this Agreement.

**3.3.2 Private Letter Ruling.** At Affected System Interconnection Customer's request and expense, Interconnecting Transmission Owner shall file with the Internal Revenue Service a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Affected System Interconnection Customer to Interconnecting Transmission Owner under this Agreement are subject to federal income taxation. Affected System Interconnection Customer will prepare the initial draft of the request for a private letter ruling and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Affected System Interconnection Customer's knowledge. Interconnecting Transmission Owner and Affected System Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

**3.3.3 Other Taxes.** Upon the timely request by Affected System Interconnection Customer, and at Affected System Interconnection Customer's sole expense, Interconnecting Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Interconnecting Transmission Owner for which Affected System Interconnection Customer may be required to reimburse Interconnecting Transmission Owner under the terms of this Agreement. Affected System Interconnection Customer shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, Interconnecting Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Affected System Interconnection Customer and Interconnecting Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Affected System Interconnection Customer to Interconnecting Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Affected System Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Interconnecting Transmission Owner. Each Party shall cooperate with the other Party to maintain each Party's tax status. Nothing in this Agreement is intended to adversely affect any Party's tax-exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds, as described in section 142(f) of the Internal Revenue Code.

## **ARTICLE 4**

### **SECURITY, BILLING, AND PAYMENTS**

**4.1 Provision of Security.** By the earlier of (1) thirty (30) Calendar Days prior to the due date for Affected System Interconnection Customer's first payment under the payment schedule specified in Appendix A, or (2) the first date specified in Appendix A for the ordering of equipment by Interconnecting Transmission Owner for installing the Affected System Network Upgrade(s), Affected System Interconnection Customer shall provide Interconnecting Transmission Owner, at Affected System Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Interconnecting Transmission Owner. Such security for payment shall be in an amount sufficient to cover the costs for constructing, procuring, and installing the applicable portion of Affected System Network Upgrade(s) and shall be reduced on a dollar-for-dollar basis for payments made to Interconnecting Transmission Owner for these purposes.

The guarantee must be made by an entity that meets the creditworthiness requirements of Interconnecting Transmission Owner and contain terms and conditions that guarantee payment of any amount that may be due from Affected System Interconnection Customer, up to an agreed-to maximum amount. The letter of credit must be issued by a financial institution reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date. The surety bond must be issued by an insurer reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

**4.2 Invoice.** Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due, if any, for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this Agreement, including interest payments, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

**4.3 Payment.** Invoices shall be rendered to the paying Party at the address specified by the Parties. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by a Party will not constitute a waiver of any rights or claims that Party may have under this Agreement.

**4.4 Final Invoice.** Within six (6) months after completion of the construction of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall provide an invoice of the final cost of the construction of the Affected System Network Upgrade(s) and shall set forth such costs in sufficient detail to enable Affected System Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Interconnecting Transmission Owner shall refund, with interest (calculated in accordance with 18 CFR 35.19a(a)(2)(iii)), to Affected System Interconnection Customer any amount by which the actual payment by Affected System Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.



**4.5 Interest.** Interest on any unpaid amounts shall be calculated in accordance with 18 CFR 35.19a(a)(2)(iii).

**4.6 Payment During Dispute.** In the event of a billing dispute among the Parties, Interconnecting Transmission Owner shall continue to construct the Affected System Network Upgrade(s) under this Agreement as long as Affected System Interconnection Customer: (1) continues to make all payments not in dispute; and (2) pays to Interconnecting Transmission Owner or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Affected System Interconnection Customer fails to meet these two requirements, then Interconnecting Transmission Owner may provide notice to Affected System Interconnection Customer of a Default pursuant to Article 5. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to another Party shall pay the amount due with interest calculated in accordance with the methodology set forth in 18 CFR 35.19a(a)(2)(iii).

## **ARTICLE 5**

### **BREACH, CURE AND DEFAULT**

**5.1 Events of Breach.** A Breach of this Agreement shall include the:

- (a) Failure to pay any amount when due;
- (b) Failure to comply with any material term or condition of this Agreement, including but not limited to any material Breach of a representation, warranty, or covenant made in this Agreement;
- (c) Failure of a Party to provide such access rights, or a Party's attempt to revoke access or terminate such access rights, as provided under this Agreement; or
- (d) Failure of a Party to provide information or data to another Party as required under this Agreement, provided the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

**5.2 Definition.** Breaching Party shall mean the Party that is in Breach.

**5.3 Notice of Breach, Cure, and Default.** Upon the occurrence of an event of Breach, the Party not in Breach, when it becomes aware of the Breach, shall give written notice of the Breach to the Breaching Party and to any other person representing a Party to this Agreement identified in writing to the other Party in advance. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach.

**5.3.1** Upon receiving written notice of the Breach hereunder, the Breaching Party shall have a period to cure such Breach (hereinafter referred to as the “Cure Period”) which shall be sixty (60) Calendar Days.

**5.3.2** In the event the Breaching Party fails to cure within the Cure Period, the Breaching Party will be in Default of this Agreement, and the non-Defaulting Party may terminate this Agreement in accordance with Article 6.2 of this Agreement or take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreement, or covenants under this Agreement.

**5.4 Rights in the Event of Default.** Notwithstanding the foregoing, upon the occurrence of a Default, the non-Defaulting Party shall be entitled to exercise all rights and remedies it may have in equity or at law.

## **ARTICLE 6**

### **TERMINATION OF AGREEMENT**

**6.1 Expiration of Term.** Except as otherwise specified in this Article 6, the Parties’ obligations under this Agreement shall terminate at the conclusion of the term of this Agreement.

**6.2 Termination.** In addition to the termination provisions set forth in Article 2.2, a Party may terminate this Agreement upon the Default of the other Party in accordance with Article 5.2.2 of this Agreement. Subject to the limitations set forth in Article 6.3, in the event of a Default, the termination of this Agreement by the non-Defaulting Party shall require a filing at FERC of a notice of termination, which filing must be accepted for filing by FERC.

**6.3 Disposition of Facilities Upon Termination of Agreement.**

**6.3.1 Interconnecting Transmission Owner Obligations.** Upon termination of this Agreement, unless otherwise agreed to by the Parties in writing, Interconnecting Transmission Owner:

- (a) shall, prior to the construction and installation of any portion of the Affected System Network Upgrade(s) and to the extent possible, cancel any pending orders of, or return, such equipment or material for such Affected System Network Upgrade(s);
- (b) may keep in place any portion of the Affected System Network Upgrade(s) already constructed and installed; and,
- (c) shall perform such work as may be necessary to ensure the safety of persons and property and to preserve the integrity of New England Transmission System (e.g., construction demobilization to return the system to its original state, wind-up work).

**6.3.2 Affected System Interconnection Customer Obligations.** Upon billing by Interconnecting Transmission Owner, Affected System Interconnection Customer shall reimburse Interconnecting Transmission Owner for any costs incurred by Interconnecting Transmission Owner in performance of the actions required or permitted by Article 6.3.1 and for the cost of any Affected System Network Upgrade(s) described in Appendix A. Interconnecting Transmission Owner shall use Reasonable Efforts to minimize costs and shall offset the amounts owed by any salvage value of facilities, if applicable. Affected System Interconnection Customer shall pay these costs pursuant to Article 4.3 of this Agreement.

**6.3.3 Pre-construction or Installation.** Upon termination of this Agreement and prior to the construction and installation of any portion of the Affected System Network Upgrade(s), Interconnecting Transmission Owner may, at its option, retain any portion of such Affected System Network Upgrade(s) not cancelled or returned in accordance with Article 6.3.1(a), in which case Interconnecting Transmission Owner shall be responsible for all costs associated with procuring such Affected System Network Upgrade(s). To the extent that Affected System Interconnection Customer has already paid Interconnecting Transmission Owner for any or all of such costs, Interconnecting Transmission Owner shall refund Affected System Interconnection Customer for those payments. If Interconnecting Transmission Owner elects to not retain any portion of such facilities, Interconnecting Transmission

Owner shall convey and make available to Affected System Interconnection Customer such facilities as soon as practicable after Affected System Interconnection Customer's payment for such facilities.

**6.4 Survival of Rights.** Termination or expiration of this Agreement shall not relieve either Party of any of its liabilities and obligations arising hereunder prior to the date termination becomes effective, and each Party may take whatever judicial or administrative actions as appear necessary or desirable to enforce its rights hereunder. The applicable provisions of this Agreement will continue in effect after expiration, or early termination hereof to the extent necessary to provide for (1) final billings, billing adjustments, and other billing procedures set forth in this Agreement; (2) the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and (3) the confidentiality provisions set forth in Article 8.

## **ARTICLE 7**

### **SUBCONTRACTORS**

**7.1 Subcontractors.** Nothing in this Agreement shall prevent a Party from utilizing the services of subcontractors, as it deems appropriate, to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services, and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

**7.1.1 Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. In accordance with the provisions of this Agreement, each Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor it hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon a Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

**7.1.2 No Third-Party Beneficiary.** Except as may be specifically set forth to the contrary herein, no subcontractor or any other party is intended to be, nor will it be deemed to be, a third-party beneficiary of this Agreement.

**7.1.3 No Limitation by Insurance.** The obligations under this Article 7 will not be limited in any way by any limitation of any insurance policies or coverages, including any subcontractor's insurance.

## **ARTICLE 8**

### **CONFIDENTIALITY**

**8.1 Confidentiality.** Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied to the other Party prior to the execution of this Agreement.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential. The Parties shall maintain as confidential any information that is provided and identified by a Party as Critical Energy Infrastructure Information (CEII), as that term is defined in 18 CFR 388.113(c).

Such confidentiality will be maintained in accordance with this Article 8. If requested by the receiving Party, the disclosing Party shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

**8.1.1 Term.** During the term of this Agreement, and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in this Article 8 or with regard to CEII, each Party shall hold in confidence and shall not disclose to any person Confidential Information. CEII shall be treated in accordance with FERC policies and regulations.

**8.1.2 Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a non-Party,

who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this Agreement; or (6) is required, in accordance with Article 8.1.6 of this Agreement, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this Agreement. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the receiving Party that it no longer is confidential.

**8.1.3 Release of Confidential Information.** No Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, agents, consultants, or to non-Parties that may be or are considering providing financing to or equity participation with Affected System Interconnection Customer, or to potential purchasers or assignees of Affected System Interconnection Customer, on a need-to-know basis in connection with this Agreement, unless such person has first been advised of the confidentiality provisions of this Article 8 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 8.

**8.1.4 Rights.** Each Party shall retain all rights, title, and interest in the Confidential Information that it discloses to the receiving Party. The disclosure by a Party to the receiving Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

**8.1.5 Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication, or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.

**8.1.6 Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential

Information, that Party shall provide the disclosing Party with prompt notice of such request(s) or requirement(s) so that the disclosing Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

**8.1.7 Termination of Agreement.** Upon termination of this Agreement for any reason, each Party shall, within ten (10) Business Days of receipt of a written request from the other Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the requesting Party) or return to the requesting Party any and all written or electronic Confidential Information received from the requesting Party, except that each Party may keep one copy for archival purposes, provided that the obligation to treat it as Confidential Information in accordance with this Article 8 shall survive such termination.

**8.1.8 Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article 8. Each Party accordingly agrees that the disclosing Party shall be entitled to equitable relief, by way of injunction or otherwise, if the receiving Party Breaches or threatens to Breach its obligations under this Article 8, which equitable relief shall be granted without bond or proof of damages, and the breaching Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 8, but it shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. Neither Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 8.

**8.1.9 Disclosure to FERC, its Staff, or a State Regulatory Body.** Notwithstanding anything in this Article 8 to the contrary, and pursuant to 18 CFR 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR 388.112, request that the information be treated

as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party to this Agreement prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Party to the Agreement when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

**8.1.10** Subject to the exception in Article 8.1.9, any information that a disclosing Party claims is competitively sensitive, commercial, or financial information under this Agreement shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent disclosure is (1) required by law; (2) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (3) otherwise permitted by consent of the disclosing Party, such consent not to be unreasonably withheld; or (4) necessary to fulfill its obligations under this Agreement or as the Interconnecting Transmission Owner or a balancing authority, including disclosing the Confidential Information to a regional or national reliability organization. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this subparagraph, or if any non-Party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the Party that received the Confidential Information from the disclosing Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order, or other reasonable measures.

## **ARTICLE 9**

### **INFORMATION ACCESS AND AUDIT RIGHTS**

**9.1 Information Access.** Each Party shall make available to the other Party information necessary to verify the costs incurred by the other Party for which the requesting Party is responsible under this Agreement and carry out obligations and responsibilities under this Agreement, provided that the Parties



shall not use such information for purposes other than those set forth in this Article 9.1 and to enforce their rights under this Agreement.

**9.2 Audit Rights.** Subject to the requirements of confidentiality under Article 8 of this Agreement, the accounts and records related to the design, engineering, procurement, and construction of the Affected System Network Upgrade(s) shall be subject to audit during the period of this Agreement and for a period of twenty-four (24) months following Interconnecting Transmission Owner's issuance of a final invoice in accordance with Article 4.4. Affected System Interconnection Customer at its expense shall have the right, during normal business hours, and upon prior reasonable notice to Interconnecting Transmission Owner, to audit such accounts and records. Any audit authorized by this Article 9.2 shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to obligations under this Agreement.

## **ARTICLE 10**

### **NOTICES**

**10.1 General.** Any notice, demand, or request required or permitted to be given by a Party to the other Party, and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party, may be so given, tendered, or delivered, as the case may be, by depositing the same with the United States Postal Service with postage prepaid, for transmission by certified or registered mail, addressed to the Parties, or personally delivered to the Parties, at the address set out below:

To Interconnecting Transmission Owner:

To Affected System Interconnection Customer:

**10.2 Billings and Payments.** Billings and payments shall be sent to the addresses shown in Article 10.1 unless otherwise agreed to by the Parties.

**10.3 Alternative Forms of Notice.** Any notice or request required or permitted to be given by a Party to the other Party and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out below:

To Interconnecting Transmission Owner:

To Affected System Interconnection Customer:

**10.4 Execution and Filing.** Affected System Interconnection Customer shall either: (i) execute two originals of this tendered Agreement and return them to Interconnecting Transmission Owner; or (ii) request in writing that Interconnecting Transmission Owner file with FERC this Agreement in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either the two executed originals of this tendered Agreement (if it does not conform with a FERC-approved standard form of this Agreement) or the request to file this Agreement unexecuted, Interconnecting Transmission Owner shall file this Agreement with FERC, together with its explanation of any matters as to which Affected System Interconnection Customer and Interconnecting Transmission Owner disagree and support for the costs that Interconnecting Transmission Owner proposes to charge to Affected System Interconnection Customer under this Agreement. An unexecuted version of this Agreement should contain terms and conditions deemed appropriate by Interconnecting Transmission Owner for the Affected System Interconnection Customer's generating facility. If the Parties agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted version of this Agreement, they may proceed pending FERC action.

## **ARTICLE 11**

### **MISCELLANEOUS**

**11.1 Accuracy of Information.** Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party

represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

**11.2 Disclaimer of Warranty.** In conducting the duties described herein, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in carrying out such responsibilities. Affected System Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

**11.3 Force Majeure, Liability and Indemnification.**

**11.3.1 Force Majeure.** Neither Interconnecting Transmission Owner nor an Affected System Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

**11.3.2 Liability.** Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Affected System Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Affected System Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the

extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Affected System Interconnection Customer has claims against Interconnecting Transmission Owner, the Affected System Interconnection Customer may only look to the assets of Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of Interconnecting Transmission Owner or Affiliate of either who, the Affected System Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of Interconnecting Transmission Owner or Affiliate of either. In no event shall Interconnecting Transmission Owner or any Affected System Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Affected System Interconnection Customer's obligations under the Indemnification section below.

**11.3.3 Indemnification.** Affected System Interconnection Customer shall at all times indemnify, defend, and save harmless the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Affected System Interconnection Customer, or the actions or omissions of the Affected System Interconnection Customer in connection with this Agreement, except in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Affected System Interconnection Customer to indemnify Interconnecting Transmission Owners shall be several, and not joint or joint and several.

**11.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.

**11.5 Severability.** In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

**11.6 Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

**11.7 Amendment.** No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.

**11.8 Independent Contractor.** Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

**11.9 No Implied Waivers.** The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

**11.10 Successors and Assigns.** This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

**11.11 Due Authorization.** Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

[Signature Page to Follow]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement in multiple originals, each of which shall constitute and be an original Agreement among the Parties.

Interconnecting Transmission Owner

**{Interconnecting Transmission Owner}**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Affected System Interconnection Customer

**{Affected System Interconnection Customer}**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Project No. \_\_\_\_\_

**Attachment A to Appendix 9**  
**Two-Party Affected System Facilities Construction Agreement**

**AFFECTED SYSTEM NETWORK UPGRADE(S), COST ESTIMATES AND RESPONSIBILITY,  
CONSTRUCTION SCHEDULE AND MONTHLY PAYMENT SCHEDULE**

This Appendix A is a part of the Affected System Facilities Construction Agreement between Affected System Interconnection Customer and Interconnecting Transmission Owner.

**1.1 Affected System Network Upgrade(s) to be installed by Interconnecting Transmission Owner.**

{description}

**1.2 First Equipment Order (including permitting).**

{description}

**1.2.1. Permitting and Land Rights – Interconnecting Transmission Owner Affected System Network Upgrade(s)**

{description}

**1.3 Construction Schedule.** Where applicable, construction of the Affected System Network Upgrade(s) is scheduled as follows and will be periodically updated as necessary:

**Table 1: Interconnecting Transmission Owner Construction Activities**

<b>MILESTONE NUMBER</b>	<b>DESCRIPTION</b>	<b>START DATE</b>	<b>END DATE</b>




Note: Construction schedule assumes that Interconnecting Transmission Owner has obtained final authorizations and security from Affected System Interconnection Customer and all necessary permits from Governmental Authorities as necessary prerequisites to commence construction of any of the Affected System Network Upgrade(s).

#### **1.4 Payment Schedule.**

##### **1.4.1 Timing of and Adjustments to Affected System Interconnection Customer's Payments and Security.**

{description}

**1.4.2 Monthly Payment Schedule.** Affected System Interconnection Customer's payment schedule is as follows.

{description}

**Table 2: Affected System Interconnection Customer's Payment/Security Obligations for Affected System Network Upgrade(s).**

<b>MILESTONE NUMBER</b>	<b>DESCRIPTION</b>	<b>DATE</b>


Note: Affected System Interconnection Customer's payment or provision of security as provided in this Agreement operates as a condition precedent to Interconnecting Transmission Owner's obligations to construct any Affected System Network Upgrade(s), and failure to meet this schedule will constitute a Breach pursuant to Article 5.1 of this Agreement.

## **1.5 Permits, Licenses, and Authorizations.**

{description}

**Attachment B to Appendix 9**

**Two-Party Affected System Facilities Construction Agreement**

**NOTIFICATION OF COMPLETED CONSTRUCTION**

This Appendix B is a part of the Affected Systems Facilities Construction Agreement between Affected System Interconnection Customer and Interconnecting Transmission Owner. Where applicable, when Interconnecting Transmission Owner has completed construction of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall send notice to Affected System Interconnection Customer in substantially the form following:

{Date}

{Affected System Interconnection Customer Address}

Re: Completion of Affected System Network Upgrade(s)

Dear {Name or Title}:

This letter is sent pursuant to the Affected System Facilities Construction Agreement between {Interconnecting Transmission Owner} and {Affected System Interconnection Customer}, dated \_\_\_\_\_, 20\_\_.

On {Date}, Interconnecting Transmission Owner completed to its satisfaction all work on the Affected System Network Upgrade(s) required to facilitate the safe and reliable interconnection and operation of Affected System Interconnection Customer's {description of generating facility}. Interconnecting Transmission Owner confirms that the Affected System Network Upgrade(s) are in place.

Thank you.

{Signature}

{Interconnecting Transmission Owner Representative}

**Attachment C to Appendix 9**

**Two-Party Affected System Facilities Construction Agreement**

**EXHIBITS**

This Appendix C is a part of the Affected System Facilities Construction Agreement among Affected System Interconnection Customer and Interconnecting Transmission Owner.

**Exhibit A1**  
**Interconnecting Transmission Owner Site Map**

**Exhibit A2**  
**Site Plan**

**Exhibit A3**  
**Affected System Network Upgrade(s) Plan & Profile**

**Exhibit A4**  
**Estimated Cost of Affected System Network Upgrade(s)**

	<b>Location</b>	<b>Facilities to Be Constructed by Interconnecting Transmission Owner</b>	<b>Estimate in Dollars</b>
		<b>Total:</b>	

---

**APPENDIX 10 TO SGIP**  
**MULTIPARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and among \_\_\_\_\_, organized and existing under the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer); \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer); and \_\_\_\_\_, an entity organized under the laws of the State of \_\_\_\_\_ (Interconnecting Transmission). Affected System Interconnection Customers and Interconnecting Transmission Owner each may be referred to as a “Party” or collectively as the “Parties.” When it is not important to differentiate among them, Affected System Interconnection Customers each may be referred to as “Affected System Interconnection Customer” or collectively as “Affected System Interconnection Customers.”

**RECITALS**

**WHEREAS**, Affected System Interconnection Customers are proposing to develop {description of generating facilities or generating capacity additions to an existing generating facility}, consistent with the interconnection requests submitted by Affected System Interconnection Customers to {name of host Interconnecting Transmission Owner}, dated \_\_\_\_\_, for which {name of host Interconnecting Transmission Owner} found impacts on New England Transmission System; and

**WHEREAS**, Affected System Interconnection Customers desire to interconnect the {generating facilities} to {name of host Interconnecting Transmission Owner}'s transmission system; and

**WHEREAS**, additions, modifications, and upgrade(s) must be made to certain existing facilities of New England Transmission System to accommodate such interconnection; and

**WHEREAS**, Affected System Interconnection Customers have requested, and Interconnecting Transmission Owner has agreed, to enter into this Agreement for the purpose of facilitating the construction of necessary Affected System Network Upgrade(s);

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

## **ARTICLE 1**

### **DEFINITIONS**

When used in this Agreement, with initial capitalization, the terms specified and not otherwise defined in this Agreement shall have the meanings indicated in this SGIP.

## **ARTICLE 2**

### **TERM OF AGREEMENT**

**2.1 Effective Date.** This Agreement shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC.

**2.2 Term.**

**2.2.1 General.** This Agreement shall become effective as provided in Article 2.1 and shall continue in full force and effect until the earlier of (1) the final repayment, where applicable, by Interconnecting Transmission Owner of the amount funded by Affected System Interconnection Customers for Interconnecting Transmission Owner's design, procurement, construction, and installation of the Affected System Network Upgrade(s) provided in Appendix A; (2) the Parties agree to mutually terminate this Agreement; (3) earlier termination is permitted or provided for under Appendix A of this Agreement; or (4) Affected System Interconnection Customers terminate this Agreement after providing Interconnecting Transmission Owner with written notice at least sixty (60) Calendar Days prior to the proposed termination date, provided that Affected System Interconnection Customers have no outstanding contractual obligations to Interconnecting Transmission Owner under this Agreement. No termination of this Agreement shall be effective until the Parties have complied with all Applicable Laws and

Regulations applicable to such termination. The term of this Agreement may be adjusted upon mutual agreement of the Parties if the commercial operation date(s) for the {generating facilities} is adjusted in accordance with the rules and procedures established by {name of host Interconnecting Transmission Owner} or the in-service date for the Affected System Network Upgrade(s) is adjusted in accordance with the rules and procedures established by Interconnecting Transmission Owner.

**2.2.2 Termination Upon Default.** Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 5 of this Agreement where Breach and Breaching Party are defined in Article 5. Defaulting Party shall mean the Party that is in Default. In the event of a Default by a Party, each non-Defaulting Party shall have the termination rights described in Articles 5 and 6; provided, however, Interconnecting Transmission Owner may not terminate this Agreement if an Affected System Interconnection Customer is the Defaulting Party and compensates Interconnecting Transmission Owner within thirty (30) Calendar Days for the amount of damages billed to Affected System Interconnection Customer(s) by Interconnecting Transmission Owner for any such damages, including costs and expenses incurred by Interconnecting Transmission Owner as a result of such Default. Notwithstanding the foregoing, Default by one or more Affected System Interconnection Customers shall not provide the other Affected System Interconnection Customer(s), either individually or in concert, with the right to terminate the entire Agreement. The non-Defaulting Party/Parties may, individually or in concert, initiate the removal of an Affected System Interconnection Customer that is a Defaulting Party from this Agreement. Interconnecting Transmission Owner shall not terminate this Agreement or the participation of any Affected System Interconnection Customer without provision being made for Interconnecting Transmission Owner to be fully reimbursed for all of its costs incurred under this Agreement.

**2.2.3 Consequences of Termination.** In the event of a termination by a Party, other than a termination by Affected System Interconnection Customer(s) due to a Default by Interconnecting Transmission Owner, each Affected System Interconnection Customer whose participation in this Agreement is terminated shall be responsible for the payment to Interconnecting Transmission Owner of all amounts then due and payable for construction and installation of the Affected System Network Upgrade(s) (including, without limitation, any equipment ordered related to such construction), plus all out-of-pocket expenses incurred by Interconnecting Transmission Owner in connection with the construction and installation of the Affected System Network Upgrade(s), through the date of termination, and, in the event of the termination of the entire Agreement, any actual costs which Interconnecting Transmission Owner reasonably incurs in (1) winding up work and construction demobilization and (2) ensuring the safety of

persons and property and the integrity and safe and reliable operation of New England Transmission System. Interconnecting Transmission Owner shall use Reasonable Efforts to minimize such costs. The cost responsibility of other Affected System Interconnection Customers shall be adjusted, as necessary, based on the payments by an Affected System Interconnection Customer that is terminated from the Agreement.

**2.2.4 Reservation of Rights.** Interconnecting Transmission Owner shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Affected System Interconnection Customers shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

**2.3 Filing.** Interconnecting Transmission Owner shall file this Agreement (and any amendment hereto) with the appropriate Governmental Authority, if required. Affected System Interconnection Customers may request that any information so provided be subject to the confidentiality provisions of Article 8. Each Affected System Interconnection Customer that has executed this Agreement, or any amendment thereto, shall reasonably cooperate with Interconnecting Transmission Owner with respect to such filing and to provide any information reasonably requested by Interconnecting Transmission Owner needed to comply with applicable regulatory requirements.

**2.4 Survival.** This Agreement shall continue in effect after termination, to the extent necessary, to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this Agreement; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this Agreement or other applicable agreements, to disconnect, remove, or salvage its own facilities and equipment.



**2.5 Termination Obligations.** Upon any termination pursuant to this Agreement or termination of the participation in this Agreement of an Affected System Interconnection Customer, each Affected System Interconnection Customer shall be responsible for the payment of its proportionate share of all costs or other contractual obligations incurred prior to the termination date, including previously incurred capital costs, penalties for early termination, and costs of removal and site restoration. The cost responsibility of the other Affected System Interconnection Customers shall be adjusted as necessary.

### **ARTICLE 3**

#### **CONSTRUCTION OF AFFECTED SYSTEM NETWORK UPGRADE(S)**

##### **3.1 Construction.**

**3.1.1 Interconnecting Transmission Owner Obligations.** Interconnecting Transmission Owner shall (or shall cause such action to) design, procure, construct, and install, and Affected System Interconnection Customers shall pay, consistent with Article 3.2, the costs of all Affected System Network Upgrade(s) identified in Appendix A. All Affected System Network Upgrade(s) designed, procured, constructed, and installed by Interconnecting Transmission Owner pursuant to this Agreement shall satisfy all requirements of applicable safety and/or engineering codes and comply with Good Utility Practice, and further, shall satisfy all Applicable Laws and Regulations. Interconnecting Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, or any Applicable Laws and Regulations.

##### **3.1.2 Suspension of Work.**

**3.1.2.1 Right to Suspend.** Affected System Interconnection Customers must jointly provide to Interconnecting Transmission Owner written notice of their request for suspension. Only the milestones described in the Appendices of this Agreement are subject to suspension under this Article 3.1.2. Affected System Network Upgrade(s) will be constructed on the schedule described in the Appendices of this Agreement unless: (1) construction is prevented by the order of a Governmental Authority; (2) the Affected System Network Upgrade(s) are not needed by any other Interconnection Customer; or (3) Interconnecting Transmission Owner determines that a Force Majeure event prevents construction. In the

event of (1), (2), or (3), any security paid to Interconnecting Transmission Owner under Article 4.1 of this Agreement shall be released by Interconnecting Transmission Owner upon the determination by Interconnecting Transmission Owner that the Affected System Network Upgrade(s) will no longer be constructed. If suspension occurs, Affected System Interconnection Customers shall be responsible for the costs which Interconnecting Transmission Owner incurs (i) in accordance with this Agreement prior to the suspension; (ii) in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of New England Transmission System and, if applicable, any costs incurred in connection with the cancellation of contracts and orders for material which Interconnecting Transmission Owner cannot reasonably avoid; and (iii) reasonably incurs in winding up work and construction demobilization; provided, however, that, prior to canceling any such contracts or orders, Interconnecting Transmission Owner shall obtain Affected System Interconnection Customers' authorization. Affected System Interconnection Customers shall be responsible for all costs incurred in connection with Affected System Interconnection Customers' failure to authorize cancellation of such contracts or orders.

Interest on amounts paid by Affected System Interconnection Customers to Interconnecting Transmission Owner for the design, procurement, construction, and installation of the Affected System Network Upgrade(s) shall not accrue during periods in which Affected System Interconnection Customers have suspended construction under this Article 3.1.2.

Interconnecting Transmission Owner shall invoice Affected System Interconnection Customers pursuant to Article 4 and will use Reasonable Efforts to minimize its costs. In the event Affected System Interconnection Customers suspend work by Affected System Interconnecting Transmission Owner required under this Agreement pursuant to this Article 3.1.2.1, and have not requested Affected System Interconnecting Transmission Owner to recommence the work required under this Agreement on or before the expiration of three (3) years following commencement of such suspension, this Agreement shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Affected System Interconnecting Transmission Owner, whichever is earlier, if no effective date of suspension is specified.

**3.1.3 Construction Status.** Interconnecting Transmission Owner shall keep Affected System Interconnection Customers advised periodically as to the progress of its design, procurement, and

construction efforts, as described in Appendix A. An Affected System Interconnection Customer may, at any time and reasonably, request a progress report from Interconnecting Transmission Owner. If, at any time, an Affected System Interconnection Customer determines that the completion of the Affected System Network Upgrade(s) will not be required until after the specified in-service date, such Affected System Interconnection Customer will provide written notice to all other Parties of such later date for which the completion of the Affected System Network Upgrade(s) would be required. Interconnecting Transmission Owner may delay the in-service date of the Affected System Network Upgrade(s) accordingly, but only if agreed to by all other Affected System Interconnection Customers.

**3.1.4 Timely Completion.** Interconnecting Transmission Owner shall use Reasonable Efforts to design, procure, construct, install, and test the Affected System Network Upgrade(s) in accordance with the schedule set forth in Appendix A, which schedule may be revised from time to time by mutual agreement of the Parties. If any event occurs that will affect the time or ability to complete the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall promptly notify all other Parties. In such circumstances, Interconnecting Transmission Owner shall, within fifteen (15) Calendar Days of such notice, convene a meeting with Affected System Interconnection Customers to evaluate the alternatives available to Affected System Interconnection Customers. Interconnecting Transmission Owner shall also make available to Affected System Interconnection Customers all studies and work papers related to the event and corresponding delay, including all information that is in the possession of Interconnecting Transmission Owner that is reasonably needed by Affected System Interconnection Customers to evaluate alternatives, subject to confidentiality arrangements consistent with Article 8. Interconnecting Transmission Owner shall, at any Affected System Interconnection Customer's request and expense, use Reasonable Efforts to accelerate its work under this Agreement to meet the schedule set forth in Appendix A, provided that (1) Affected System Interconnection Customers jointly authorize such actions, such authorizations to be withheld, conditioned, or delayed by a given Affected System Interconnection Customer only if it can demonstrate that the acceleration would have a material adverse effect on it; and (2) the requesting Affected System Interconnection Customer(s) funds the costs associated therewith in advance, or all Affected System Interconnection Customers agree in advance to fund such costs based on such other allocation method as they may adopt.

## **3.2 Interconnection Costs.**

**3.2.1 Costs.** Affected System Interconnection Customers shall pay to Interconnecting Transmission Owner costs (including taxes and financing costs) associated with seeking and obtaining all necessary approvals and of designing, engineering, constructing, and testing the Affected System Network Upgrade(s), as identified in Appendix A, in accordance with the cost recovery method provided herein. Except as expressly otherwise agreed, Affected System Interconnection Customers shall be collectively responsible for these costs, based on their proportionate share of cost responsibility, as provided in Appendix A. Unless Interconnecting Transmission Owner elects to fund the Affected System Network Upgrade(s), they shall be initially funded by the applicable Affected System Interconnection Customer.

**3.2.1.1 Lands of Other Property Owners.** If any part of the Affected System Network Upgrade(s) is to be installed on property owned by persons other than Affected System Interconnection Customers or Interconnecting Transmission Owner, Interconnecting Transmission Owner shall, at Affected System Interconnection Customers' expense, use efforts similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority to the extent permitted and consistent with Applicable Laws and Regulations and, to the extent consistent with such Applicable Laws and Regulations, to procure from such persons any rights of use, licenses, rights-of-way, and easements that are necessary to construct, operate, maintain, test, inspect, replace, or remove the Affected System Network Upgrade(s) upon such property.

## **3.2.2 Repayment.**

**3.2.2.1 Repayment.** Consistent with articles 11.4.1 and 11.4.2 of the Interconnecting Transmission Owner's pro forma SGIA, each Affected System Interconnection Customer shall be entitled to a cash repayment by Interconnecting Transmission Owner of the amount each Affected System Interconnection Customer paid to Interconnecting Transmission Owner, if any, for the Affected System Network Upgrade(s), including any tax gross-up or other tax-related payments associated with the Affected System Network Upgrade(s), and not refunded to Affected System Interconnection Customer pursuant to Article 3.3.1 or otherwise. The Parties may mutually agree to a repayment schedule, to be outlined in Appendix A, not to exceed twenty (20) years from the commercial operation date, for the complete repayment for all applicable costs associated with the Affected System Network Upgrade(s). Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at

18 CFR 35.19 a(a)(2)(iii) from the date of any payment for Affected System Network Upgrade(s) through the date on which Affected System Interconnection Customers receive a repayment of such payment pursuant to this subparagraph. Interest shall not accrue during periods in which Affected System Interconnection Customers have suspended construction pursuant to Article 3.1.2.1. Affected System Interconnection Customers may assign such repayment rights to any person.

**3.2.2.2 Impact of Failure to Achieve Commercial Operation.** If an Affected System Interconnection Customer's generating facility fails to achieve commercial operation, but it or another generating facility is later constructed and makes use of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall at that time reimburse such Affected System Interconnection Customers for the portion of the Affected System Network Upgrade(s) it funded. Before any such reimbursement can occur, Affected System Interconnection Customer (or the entity that ultimately constructs the generating facility, if different), is responsible for identifying the entity to which the reimbursement must be made.

### **3.3 Taxes.**

**3.3.1 Indemnification for Contributions in Aid of Construction.** With regard only to payments made by Affected System Interconnection Customers to Interconnecting Transmission Owner for the installation of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall not include a gross-up for income taxes in the amounts it charges Affected System Interconnection Customers for the installation of the Affected System Network Upgrade(s) unless (1) Interconnecting Transmission Owner has determined, in good faith, that the payments or property transfers made by Affected System Interconnection Customers to Interconnecting Transmission Owner should be reported as income subject to taxation, or (2) any Governmental Authority directs Interconnecting Transmission Owner to report payments or property as income subject to taxation. Affected System Interconnection Customers shall reimburse Interconnecting Transmission Owner for such costs on a fully grossed-up basis, in accordance with this Article, within thirty (30) Calendar Days of receiving written notification from Interconnecting Transmission Owner of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten (10)-year testing period and the applicable statute of limitation, as it may be extended by Interconnecting Transmission Owner upon request of the Internal Revenue Service, to keep these years open for audit or

adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article. Notwithstanding the foregoing provisions of this Article 3.3.1, and to the extent permitted by law, to the extent that the receipt of such payments by Interconnecting Transmission Owner is determined by any Governmental Authority to constitute income by Interconnecting Transmission Owner subject to taxation, Affected System Interconnection Customers shall protect, indemnify, and hold harmless Interconnecting Transmission Owner and its Affiliates, from all claims by any such Governmental Authority for any tax, interest, and/or penalties associated with such determination. Upon receiving written notification of such determination from the Governmental Authority, Interconnecting Transmission Owner shall provide Affected System Interconnection Customers with written notification within thirty (30) Calendar Days of such determination and notification. Interconnecting Transmission Owner, upon the timely written request by any one or more Affected System Interconnection Customer(s) and at the expense of such Affected System Interconnection Customer(s), shall appeal, protest, seek abatement of, or otherwise oppose such determination. Interconnecting Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the compromise or settlement of the claim; provided that Interconnecting Transmission Owner shall cooperate and consult in good faith with the requesting Affected System Interconnection Customer(s) regarding the conduct of such contest. Affected System Interconnection Customer(s) shall not be required to pay Interconnecting Transmission Owner for the tax, interest, and/or penalties prior to the seventh (7th) Calendar Day before the date on which Interconnecting Transmission Owner (1) is required to pay the tax, interest, and/or penalties or other amount in lieu thereof pursuant to a compromise or settlement of the appeal, protest, abatement, or other contest; (2) is required to pay the tax, interest, and/or penalties as the result of a final, non-appealable order by a Governmental Authority; or (3) is required to pay the tax, interest, and/or penalties as a prerequisite to an appeal, protest, abatement, or other contest. In the event such appeal, protest, abatement, or other contest results in a determination that Interconnecting Transmission Owner is not liable for any portion of any tax, interest, and/or penalties for which any Affected System Interconnection Customer(s) has already made payment to Interconnecting Transmission Owner, Interconnecting Transmission Owner shall promptly refund to such Affected System Interconnection Customer(s) any payment attributable to the amount determined to be non-taxable, plus any interest (calculated in accordance with 18 CFR 35.19a(a)(2)(iii)) or other payments Interconnecting Transmission Owner receives or to which Interconnecting Transmission Owner may be entitled with respect to such payment. Each Affected System Interconnection Customer shall provide Interconnecting Transmission Owner with credit assurances sufficient to meet each Affected System Interconnection Customer's

estimated liability for reimbursement of Interconnecting Transmission Owner for taxes, interest, and/or penalties under this Article 3.3.1. Such estimated liability shall be stated in Appendix A.

To the extent that Interconnecting Transmission Owner is a limited liability company and not a corporation, and has elected to be taxed as a partnership, then the following shall apply: Interconnecting Transmission Owner represents, and the Parties acknowledge, that Interconnecting Transmission Owner is a limited liability company and is treated as a partnership for federal income tax purposes. Any payment made by Affected System Interconnection Customers to Interconnecting Transmission Owner for Affected System Network Upgrade(s) is to be treated as an upfront payment. It is anticipated by the Parties that any amounts paid by each Affected System Interconnection Customer to Interconnecting Transmission Owner for Affected System Network Upgrade(s) will be reimbursed to such Affected System Interconnection Customer in accordance with the terms of this Agreement, provided such Affected System Interconnection Customer fulfills its obligations under this Agreement.

**3.3.2 Private Letter Ruling.** At the request and expense of any Affected System Interconnection Customer(s), Interconnecting Transmission Owner shall file with the Internal Revenue Service a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by such Affected System Interconnection Customer(s) to Interconnecting Transmission Owner under this Agreement are subject to federal income taxation. Each Affected System Interconnection Customer desiring such a request will prepare the initial draft of the request for a private letter ruling and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of such Affected System Interconnection Customer's knowledge. Interconnecting Transmission Owner and such Affected System Interconnection Customer(s) shall cooperate in good faith with respect to the submission of such request.

**3.3.3 Other Taxes.** Upon the timely request by any one or more Affected System Interconnection Customer(s), and at such Affected System Interconnection Customer(s)' sole expense, Interconnecting Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Interconnecting Transmission Owner for which such Affected System Interconnection Customer(s) may be required to reimburse Interconnecting Transmission Owner under the terms of this Agreement. Affected System Interconnection Customer(s) who requested the action shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, Interconnecting Transmission Owner's documented

reasonable costs of prosecuting such appeal, protest, abatement, or other contest. The requesting Affected System Interconnection Customer(s) and Interconnecting Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Affected System Interconnection Customer(s) to Interconnecting Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Affected System Interconnection Customer(s) will be responsible for all taxes, interest, and penalties, other than penalties attributable to any delay caused by Interconnecting Transmission Owner. Each Party shall cooperate with the other Party to maintain each Party's tax status. Nothing in this Agreement is intended to adversely affect any Party's tax-exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds, as described in section 142(f) of the Internal Revenue Code.

## **ARTICLE 4**

### **SECURITY, BILLING, AND PAYMENTS**

**4.1 Provision of Security.** By the earlier of (1) thirty (30) Calendar Days prior to the due date for each Affected System Interconnection Customer's first payment under the payment schedule specified in Appendix A, or (2) the first date specified in Appendix A for the ordering of equipment by Interconnecting Transmission Owner for installing the Affected System Network Upgrade(s), each Affected System Interconnection Customer shall provide Interconnecting Transmission Owner, at each Affected System Interconnection Customer's option, a guarantee, a surety bond, letter of credit, or other form of security that is reasonably acceptable to Interconnecting Transmission Owner. Such security for payment shall be in an amount sufficient to cover the costs for constructing, procuring, and installing the applicable portion of Affected System Network Upgrade(s) and shall be reduced on a dollar-for-dollar basis for payments made to Interconnecting Transmission Owner for these purposes.

The guarantee must be made by an entity that meets the creditworthiness requirements of Interconnecting Transmission Owner and contain terms and conditions that guarantee payment of any amount that may be due from such Affected System Interconnection Customer, up to an agreed-to maximum amount. The letter of credit must be issued by a financial institution reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date. The surety bond must be issued by



an insurer reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

**4.2 Invoice.** Each Party shall submit to the other Parties, on a monthly basis, invoices of amounts due, if any, for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to another Party under this Agreement, including interest payments, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

**4.3 Payment.** Invoices shall be rendered to the paying Party at the address specified by the Parties. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by a Party will not constitute a waiver of any rights or claims that Party may have under this Agreement.

**4.4 Final Invoice.** Within six (6) months after completion of the construction of the Affected System Network Upgrade(s) Interconnecting Transmission Owner shall provide an invoice of the final cost of the construction of the Affected System Network Upgrade(s) and shall set forth such costs in sufficient detail to enable each Affected System Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Interconnecting Transmission Owner shall refund, with interest (calculated in accordance with 18 CFR 35.19a(a)(2)(iii)), to each Affected System Interconnection Customer any amount by which the actual payment by Affected System Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

**4.5 Interest.** Interest on any unpaid amounts shall be calculated in accordance with 18 CFR 35.19a(a)(2)(iii).

**4.6 Payment During Dispute.** In the event of a billing dispute among the Parties, Interconnecting Transmission Owner shall continue to construct the Affected System Network Upgrade(s) under this Agreement as long as each Affected System Interconnection Customer: (1) continues to make all payments not in dispute; and (2) pays to Interconnecting Transmission Owner or into an independent

escrow account the portion of the invoice in dispute, pending resolution of such dispute. If any Affected System Interconnection Customer fails to meet these two requirements, then Interconnecting Transmission Owner may provide notice to such Affected System Interconnection Customer of a Default pursuant to Article 5. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to another Party shall pay the amount due with interest calculated in accordance with the methodology set forth in 18 CFR 35.19a(a)(2)(iii).

## **ARTICLE 5**

### **BREACH, CURE, AND DEFAULT**

**5.1 Events of Breach.** A Breach of this Agreement shall include the:

- (a) Failure to pay any amount when due;
- (b) Failure to comply with any material term or condition of this Agreement, including but not limited to any material Breach of a representation, warranty, or covenant made in this Agreement;
- (c) Failure of a Party to provide such access rights, or a Party's attempt to revoke access or terminate such access rights, as provided under this Agreement; or
- (d) Failure of a Party to provide information or data to another Party as required under this Agreement, provided the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

**5.2 Definition.** Breaching Party shall mean the Party that is in Breach.

**5.3 Notice of Breach, Cure, and Default.** Upon the occurrence of an event of Breach, any Party aggrieved by the Breach, when it becomes aware of the Breach, shall give written notice of the Breach to the Breaching Party and to any other person representing a Party to this Agreement identified in writing to the other Party in advance. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach.

**5.2.1** Upon receiving written notice of the Breach hereunder, the Breaching Party shall have a period to cure such Breach (hereinafter referred to as the “Cure Period”) which shall be sixty (60) Calendar Days. If an Affected System Interconnection Customer is the Breaching Party and the Breach results from a failure to provide payments or security under Article 4.1 of this Agreement, the other Affected System Interconnection Customers, either individually or in concert, may cure the Breach by paying the amounts owed or by providing adequate security, without waiver of contribution rights against the breaching Affected System Interconnection Customer. Such cure for the Breach of an Affected System Interconnection Customer is subject to the reasonable consent of Interconnecting Transmission Owner. Interconnecting Transmission Owner may also cure such Breach by funding the proportionate share of the Affected System Network Upgrade costs related to the Breach of Affected System Interconnection Customer. Interconnecting Transmission Owner must notify all Parties that it will exercise this option within thirty (30) Calendar Days of notification that an Affected System Interconnection Customer has failed to provide payments or security under Article 4.1.

**5.2.2** In the event the Breach is not cured within the Cure Period, the Breaching Party will be in Default of this Agreement, and the non-Defaulting Parties may (1) act in concert to amend the Agreement to remove an Affected System Interconnection Customer that is in Default from this Agreement for cause and to make other changes as necessary, or (2) either in concert or individually take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreement, or covenants under this Agreement.

**5.3 Rights in the Event of Default.** Notwithstanding the foregoing, upon the occurrence of Default, the non-Defaulting Parties shall be entitled to exercise all rights and remedies it may have in equity or at law.

## **ARTICLE 6**

### **TERMINATION OF AGREEMENT**

**6.1 Expiration of Term.** Except as otherwise specified in this Article 6, the Parties’ obligations under this Agreement shall terminate at the conclusion of the term of this Agreement.

**6.2 Termination and Removal.** Subject to the limitations set forth in Article 6.3, in the event of a Default, termination of this Agreement, as to a given Affected System Interconnection Customer or in its

entirety, shall require a filing at FERC of a notice of termination, which filing must be accepted for filing by FERC.

### **6.3 Disposition of Facilities Upon Termination of Agreement.**

**6.3.1 Interconnecting Transmission Owner Obligations.** Upon termination of this Agreement, unless otherwise agreed to by the Parties in writing, Interconnecting Transmission Owner:

- (a) shall, prior to the construction and installation of any portion of the Affected System Network Upgrade(s) and to the extent possible, cancel any pending orders of, or return, such equipment or material for such Affected System Network Upgrade(s);
- (b) may keep in place any portion of the Affected System Network Upgrade(s) already constructed and installed; and,
- (c) shall perform such work as may be necessary to ensure the safety of persons and property and to preserve the integrity of New England Transmission System (e.g., construction demobilization to return the system to its original state, wind-up work).

**6.3.2 Affected System Interconnection Customer Obligations.** Upon billing by Interconnecting Transmission Owner, each Affected System Interconnection Customer shall reimburse Interconnecting Transmission Owner for its share of any costs incurred by Interconnecting Transmission Owner in performance of the actions required or permitted by Article 6.3.1 and for its share of the cost of any Affected System Network Upgrade(s) described in Appendix A. Interconnecting Transmission Owner shall use Reasonable Efforts to minimize costs and shall offset the amounts owed by any salvage value of facilities, if applicable. Each Affected System Interconnection Customer shall pay these costs pursuant to Article 4.3 of this Agreement.

**6.3.3 Pre-construction or Installation.** Upon termination of this Agreement and prior to the construction and installation of any portion of the Affected System Network Upgrade(s), Interconnecting Transmission Owner may, at its option, retain any portion of such Affected System Network Upgrade(s) not cancelled or returned in accordance with Article 6.3.1(a), in which case Interconnecting Transmission Owner shall be responsible for all costs associated with procuring such Affected System Network

Upgrade(s). To the extent that an Affected System Interconnection Customer has already paid Interconnecting Transmission Owner for any or all of such costs, Interconnecting Transmission Owner shall refund Affected System Interconnection Customer for those payments. If Interconnecting Transmission Owner elects to not retain any portion of such facilities, and one or more of Affected System Interconnection Customers wish to purchase such facilities, Interconnecting Transmission Owner shall convey and make available to the applicable Affected System Interconnection Customer(s) such facilities as soon as practicable after Affected System Interconnection Customer(s)' payment for such facilities.

**6.4 Survival of Rights.** Termination or expiration of this Agreement shall not relieve any Party of any of its liabilities and obligations arising hereunder prior to the date termination becomes effective, and each Party may take whatever judicial or administrative actions as appear necessary or desirable to enforce its rights hereunder. The applicable provisions of this Agreement will continue in effect after expiration, or early termination hereof, to the extent necessary to provide for (1) final billings, billing adjustments, and other billing procedures set forth in this Agreement; (2) the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and (3) the confidentiality provisions set forth in Article 8.

## **ARTICLE 7**

### **SUBCONTRACTORS**

**7.1 Subcontractors.** Nothing in this Agreement shall prevent a Party from utilizing the services of subcontractors, as it deems appropriate, to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services, and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.

**7.1.1 Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. In accordance with the provisions of this Agreement, each Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor it hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon a Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

**7.1.2 No Third-Party Beneficiary.** Except as may be specifically set forth to the contrary herein, no subcontractor or any other party is intended to be, nor will it be deemed to be, a third-party beneficiary of this Agreement.

**7.1.3 No Limitation by Insurance.** The obligations under this Article 7 will not be limited in any way by any limitation of any insurance policies or coverages, including any subcontractor's insurance.

## **ARTICLE 8 CONFIDENTIALITY**

**8.1 Confidentiality.** Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied to the other Parties prior to the execution of this Agreement.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential. The Parties shall maintain as confidential any information that is provided and identified by a Party as Critical Energy Infrastructure Information (CEII), as that term is defined in 18 CFR 388.113(c).

Such confidentiality will be maintained in accordance with this Article 8. If requested by the receiving Party, the disclosing Party shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

**8.1.1 Term.** During the term of this Agreement, and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in this Article 8 or with regard to CEII, each Party shall hold in confidence and shall not disclose to any person Confidential Information. CEII shall be treated in accordance with FERC policies and regulations.

**8.1.2 Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a non-Party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this Agreement; or (6) is required, in accordance with Article 8.1.6 of this Agreement, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this Agreement. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the receiving Party that it no longer is confidential.

**8.1.3 Release of Confidential Information.** No Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, agents, consultants, or to non-Parties that may be or are considering providing financing to or equity participation with Affected System Interconnection Customer(s), or to potential purchasers or assignees of Affected System Interconnection Customer(s), on a need-to-know basis in connection with this Agreement, unless such person has first been advised of the confidentiality provisions of this Article 8 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 8.

**8.1.4 Rights.** Each Party shall retain all rights, title, and interest in the Confidential Information that it discloses to the receiving Party. The disclosure by a Party to the receiving Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

**8.1.5 Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication, or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.

**8.1.6 Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the disclosing Party with prompt notice of such request(s) or requirement(s) so that the disclosing Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

**8.1.7 Termination of Agreement.** Upon termination of this Agreement for any reason, each Party shall, within ten (10) Business Days of receipt of a written request from the other Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the requesting Party) or return to the requesting Party any and all written or electronic Confidential Information received from the requesting Party, except that each Party may keep one copy for archival purposes, provided that the obligation to treat it as Confidential Information in accordance with this Article 8 shall survive such termination.

**8.1.8 Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's Breach of its obligations under this Article 8. Each Party accordingly agrees that the disclosing Party shall be entitled to equitable relief, by way of injunction or otherwise, if the receiving Party Breaches or threatens to Breach its obligations under this Article 8, which equitable relief shall be granted without bond or proof of damages, and the Breaching Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 8, but it shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 8.

**8.1.9 Disclosure to FERC, its Staff, or a State Regulatory Body.** Notwithstanding anything in this Article 8 to the contrary, and pursuant to 18 CFR 1b.20, if FERC or its staff, during the course of an



investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties to this Agreement prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to the Agreement when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

**8.1.10** Subject to the exception in Article 8.1.9, any information that a disclosing Party claims is competitively sensitive, commercial, or financial information under this Agreement shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent disclosure is (1) required by law; (2) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (3) otherwise permitted by consent of the disclosing Party, such consent not to be unreasonably withheld; or (4) necessary to fulfill its obligations under this Agreement or as Interconnecting Transmission Owner or a balancing authority, including disclosing the Confidential Information to a regional or national reliability organization. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this subparagraph, or if any non-Party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the Party that received the Confidential Information from the disclosing Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order, or other reasonable measures.

## **ARTICLE 9**

### **INFORMATION ACCESS AND AUDIT RIGHTS**

**9.1 Information Access.** Each Party shall make available to the other Parties information necessary to verify the costs incurred by the other Parties for which the requesting Party is responsible under this Agreement and carry out obligations and responsibilities under this Agreement, provided that the Parties shall not use such information for purposes other than those set forth in this Article 9.1 and to enforce their rights under this Agreement.

**9.2 Audit Rights.** Subject to the requirements of confidentiality under Article 8 of this Agreement, the accounts and records related to the design, engineering, procurement, and construction of the Affected System Network Upgrade(s) shall be subject to audit during the period of this Agreement and for a period of twenty-four (24) months following Interconnecting Transmission Owner's issuance of a final invoice in accordance with Article 4.4. Affected System Interconnection Customers may, jointly or individually, at the expense of the requesting Party(ies), during normal business hours, and upon prior reasonable notice to Interconnecting Transmission Owner, audit such accounts and records. Any audit authorized by this Article 9.2 shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to obligations under this Agreement.

## **ARTICLE 10**

### **NOTICES**

**10.1 General.** Any notice, demand, or request required or permitted to be given by a Party to the other Parties, and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party, may be so given, tendered, or delivered, as the case may be, by depositing the same with the United States Postal Service with postage prepaid, for transmission by certified or registered mail, addressed to the Parties, or personally delivered to the Parties, at the address set out below:

To Interconnecting Transmission Owner:

To Affected System Interconnection Customers:

**10.2 Billings and Payments.** Billings and payments shall be sent to the addresses shown in Article 10.1 unless otherwise agreed to by the Parties.

**10.3 Alternative Forms of Notice.** Any notice or request required or permitted to be given by a Party to the other Parties and not required by this Agreement to be given in writing may be so given by telephone, facsimile, or email to the telephone numbers and email addresses set out below:

To Interconnecting Transmission Owner:

To Affected System Interconnection Customers:

**10.4 Execution and Filing.** Affected System Interconnection Customers shall either: (i) execute two originals of this tendered Agreement and return them to Interconnecting Transmission Owner; or (ii) request in writing that Interconnecting Transmission Owner file with FERC this Agreement in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either the two executed originals of this tendered Agreement (if it does not conform with a FERC-approved standard form of this Agreement) or the request to file this Agreement unexecuted, Interconnecting Transmission Owner shall file this Agreement with FERC, together with its explanation of any matters as to which Affected System Interconnection Customers and Interconnecting Transmission Owner disagree and support for the costs that Interconnecting Transmission Owner proposes to charge to Affected System Interconnection Customers under this Agreement. An unexecuted version of this Agreement should contain terms and conditions deemed appropriate by Interconnecting Transmission Owner for the Affected System Interconnection Customers' generating facilities. If the Parties agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted version of this Agreement, they may proceed pending FERC action.

## **ARTICLE 11**

### **MISCELLANEOUS**

**11.1 Accuracy of Information.** Except as a Party (“Providing Party”) may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

**11.2 Disclaimer of Warranty.** In conducting the duties described herein, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in carrying out such responsibilities. Affected System Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

#### **11.3 Force Majeure, Liability and Indemnification.**

**11.3.1 Force Majeure.** Neither Interconnecting Transmission Owner nor an Affected System Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the Interconnecting Transmission Owner or the Affected System Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

**11.3.2 Liability.** Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Affected System Interconnection Customer for action or omissions by

Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Affected System Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Affected System Interconnection Customer has claims against Interconnecting Transmission Owner, the Affected System Interconnection Customer may only look to the assets of Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of Interconnecting Transmission Owner or Affiliate of either who, the Affected System Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of Interconnecting Transmission Owner or Affiliate of either. In no event shall Interconnecting Transmission Owner or any Affected System Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Affected System Interconnection Customer's obligations under the Indemnification section below.

**11.3.3 Indemnification.** Affected System Interconnection Customer shall at all times indemnify, defend, and save harmless the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Affected System Interconnection Customer, or the actions or omissions of the Affected System Interconnection Customer in connection with this Agreement, except in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in

respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Affected System Interconnection Customer to indemnify Interconnecting Transmission Owners shall be several, and not joint or joint and several.

**11.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.

**11.5 Severability.** In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

**11.6 Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

**11.7 Amendment.** No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.

**11.8 Independent Contractor.** Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

**11.9 No Implied Waivers.** The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

**11.10 Successors and Assigns.** This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

**11.11 Due Authorization.** Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

[Signature Page to Follow]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement in multiple originals, each of which shall constitute and be an original Agreement among the Parties.

Interconnecting Transmission Owner

**{Interconnecting Transmission Owner}**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Affected System Interconnection Customer

**{Affected System Interconnection Customer}**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Project No. \_\_\_\_\_

Affected System Interconnection Customer

**{Affected System Interconnection Customer}**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Project No. \_\_\_\_\_



**Attachment A to Appendix 10**  
**Multiparty Affected System Facilities Construction Agreement**

**AFFECTED SYSTEM NETWORK UPGRADE(S), COST ESTIMATES AND RESPONSIBILITY,  
CONSTRUCTION SCHEDULE, AND MONTHLY PAYMENT SCHEDULE**

This Appendix A is a part of the Multiparty Affected System Facilities Construction Agreement among Affected System Interconnection Customers and Interconnecting Transmission Owner.

**1.1 Affected System Network Upgrade(s) to be installed by Interconnecting Transmission Owner.**

{description}

**1.2 First Equipment Order (including permitting).**

{description}

**1.2.1. Permitting and Land Rights – Interconnecting Transmission Owner Affected System Network Upgrade(s)**

{description}

**1.3 Construction Schedule.** Where applicable, construction of the Affected System Network Upgrade(s) is scheduled as follows and will be periodically updated as necessary:

**Table 3: Interconnecting Transmission Owner Construction Activities**

<b>MILESTONE NUMBER</b>	<b>DESCRIPTION</b>	<b>START DATE</b>	<b>END DATE</b>


Note: Construction schedule assumes that Interconnecting Transmission Owner has obtained final authorizations and security from Affected System Interconnection Customers and all necessary permits from Governmental Authorities as necessary prerequisites to commence construction of any of the Affected System Network Upgrade(s).

#### **1.4 Payment Schedule.**

##### **1.4.1 Timing of and Adjustments to Affected System Interconnection Customers' Payments and Security.**

{description}

**1.4.2 Monthly Payment Schedule.** Affected System Interconnection Customers' payment schedule is as follows.

{description}

**Table 4: Affected System Interconnection Customers' Payment/Security Obligations for Affected System Network Upgrade(s).**

<b>MILESTONE NUMBER</b>	<b>DESCRIPTION</b>	<b>DATE</b>
-----------------------------	--------------------	-------------


\* Affected System Interconnection Customers’ proportionate responsibility for each payment is as follows:

Affected System Interconnection Customer 1 \_\_\_\_\_.\_%

Affected System Interconnection Customer 2 \_\_\_\_\_.\_%

Affected System Interconnection Customer N \_\_\_\_\_.\_%

Note: Affected System Interconnection Customers’ payment or provision of security as provided in this Agreement operates as a condition precedent to Interconnecting Transmission Owner’s obligations to construct any Affected System Network Upgrade(s), and failure to meet this schedule will constitute a Breach pursuant to Article 5.1 of this Agreement.

## 1.5 Permits, Licenses, and Authorizations.

{description}

**Attachment B to Appendix 10**

**Multiparty Affected System Facilities Construction Agreement**

**NOTIFICATION OF COMPLETED CONSTRUCTION**

This Appendix B is a part of the Multiparty Affected System Facilities Construction Agreement among Affected System Interconnection Customers and Interconnecting Transmission Owner. Where applicable, when Interconnecting Transmission Owner has completed construction of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall send notice to Affected System Interconnection Customers in substantially the form following:

{Date}

{Affected System Interconnection Customers Addresses}

Re: Completion of Affected System Network Upgrade(s)

Dear {Name or Title}:

This letter is sent pursuant to the Multiparty Affected System Facilities Construction Agreement among { Interconnecting Transmission Owner } and {Affected System Interconnection Customers}, dated \_\_\_\_\_, 20\_\_\_\_.

On {Date}, Interconnecting Transmission Owner completed to its satisfaction all work on the Affected System Network Upgrade(s) required to facilitate the safe and reliable interconnection and operation of Affected System Interconnection Customer's generating facilities. Interconnecting Transmission Owner confirms that the Affected System Network Upgrade(s) are in place.

Thank you.

{Signature}

{ Interconnecting Transmission Owner Representative}

**Attachment C to Appendix 10**

**Multiparty Affected System Facilities Construction Agreement**

**EXHIBITS**

This Appendix C is a part of the Multiparty Affected System Facilities Construction Agreement among Affected System Interconnection Customers and Interconnecting Transmission Owner.

**Exhibit A1**  
**Transmission Provider Site Map**

**Exhibit A2**  
**Site Plan**

**Exhibit A3**  
**Affected System Network Upgrade(s) Plan & Profile**

**Exhibit A4**  
**Estimated Cost of Affected System Network Upgrade(s)**

	<b>Location</b>	<b>Facilities to Be Constructed by Transmission Provider</b>	<b>Estimate in Dollars</b>
		<b>Total:</b>	

---



## **APPENDIX 11**

### **STANDARD SMALL GENERATOR INTERCONNECTION AGREEMENT (SGIA)**

## **TABLE OF CONTENTS**

### **Article. 1. Scope and Limitations of Agreement**

- 1.1 Applicability
- 1.2 Purpose
- 1.3 No Agreement to Purchase or Deliver Power
- 1.4 Limitations
- 1.5 Responsibilities of the Parties
- 1.6 Parallel Operation Obligations
- 1.7 Metering
- 1.8 Reactive Power and Primary Frequency Response
- 1.9 Capitalized Term
- 1.10 Scope of Service

### **Article. 2. Inspection, Testing, Authorization, and Right of Access**

- 2.1 Equipment Testing and Inspection
- 2.2 Authorization Required Prior to Parallel Operation
- 2.3 Right of Access

### **Article. 3. Effective Date, Term, Termination, and Disconnection**

- 3.1 Effective Date
- 3.2 Term of Agreement
- 3.3 Termination
- 3.4 Temporary Disconnection
  - 3.4.1 Emergency Conditions
  - 3.4.2 Routine Maintenance, Construction, and Repair
  - 3.4.3 Forced Outages
  - 3.4.4 Adverse Operating Effects
  - 3.4.5 Modification of the Small Generating Facility
  - 3.4.6 Reconnection

### **Article. 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

- 4.1 Interconnection Facilities
- 4.2 Distribution Upgrades

### **Article. 5. Cost Responsibility for Network Upgrades**

- 5.1 Applicability



- 5.2 Network Upgrades
- 5.3 Special Provisions for Affected Systems
- 5.4 Rights Under Other Agreements

**Article.6. Billing, Payment, Milestones, and Financial Security**

- 6.1 Billing and Payment Procedures and Final Accounting
- 6.2 Milestones
- 6.3 Financial Security Arrangements

**Article. 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default**

- 7.1 Assignment
- 7.2 Limitation of Liability
- 7.3 Indemnity
- 7.4 Consequential Damages
- 7.5 Force Majeure
- 7.6 Default

**Article. 8. Insurance Requirements**

- 8.1 General Liability
- 8.2 Insurer Requirements and Endorsements
- 8.3 Evidence of Insurance
- 8.4 Self Insurance
- 8.5 Interconnecting Transmission Owner Insurance

**Article. 9. Confidentiality**

**Article. 10. Disputes**

**Article. 11. Taxes**

**Article. 12. Miscellaneous**

- 12.1 Governing Law, Regulatory Authority, and Rules
- 12.2 Amendment
- 12.3 No Third-Party Beneficiaries
- 12.4 Waiver
- 12.5 Entire Agreement
- 12.6 Multiple Counterparts
- 12.7 No Partnership
- 12.8 Severability
- 12.9 Security Arrangements

12.10 Environmental Releases

12.11 Subcontractors

12.12 Reservation of Rights

**Article. 13. Notices**

13.1 General

13.2 Billing and Payment

13.3 Alternative Forms of Notice

13.4 Designated Operating Representative

13.5 Changes to the Notice Information

**Article. 14. Signatures**

Attachments to SGIA

Attachment 1 – Glossary of Terms

Attachment 2 – Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment

Attachment 3 – One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades

Attachment 4 – Milestones

Attachment 5 – Additional Operating Requirements for the New England Transmission System and Affected Systems Needed to Support the Interconnection Customer's Needs

Attachment 6 – Interconnecting Transmission Owner's Description of its Upgrades and Best Estimate of Upgrade Costs

Attachment 7 – Commercial Operation Date

**THIS STANDARD SMALL GENERATOR INTERCONNECTION AGREEMENT ("Agreement")**

is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State/Commonwealth of \_\_\_\_\_ ("Interconnection Customer" with a Small Generating Facility), ISO New England Inc., a non-stock corporation organized and existing under the laws of the State of Delaware ("System Operator"), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State/Commonwealth of \_\_\_\_\_ ("Interconnecting Transmission Owner"). Under this Agreement the Interconnection Customer, System Operator, and Interconnecting Transmission Owner each may be referred to as a "Party" or collectively as the "Parties."

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

**Article 1. Scope and Limitations of Agreement**

**1.1 Applicability:**

This Agreement shall be used for all Interconnection Requests submitted under the Small Generator Interconnection Procedures (SGIP).

**1.2 Purpose**

This Agreement governs the terms and conditions under which the Interconnection Customer's Small Generating Facility will interconnect with, and operate in parallel with, the Interconnecting Transmission Owner's facilities that are part of the Administered Transmission System.

**1.3 No Agreement to Purchase or Deliver Power**

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable Party.

#### 1.4 Limitations

Nothing in this Agreement is intended to affect any other agreement between the Parties.

#### 1.5 Responsibilities of the Parties

- 1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.
- 1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Small Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.
- 1.5.3 The Interconnecting Transmission Owner shall construct, operate, and maintain its transmission facilities and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.
- 1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Small Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Interconnecting Transmission Owner, the New England Transmission System and any Affected Systems.
- 1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Interconnecting Transmission

Owner and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the New England Transmission System [or Interconnecting Transmission Owner's transmission facilities], personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.

- 1.5.6 The System Operator, with input from the Interconnecting Transmission Owner, shall coordinate with all Affected Systems to support the interconnection.
- 1.5.7 The Interconnection Customer shall ensure "frequency ride through" capability and "voltage ride through" capability of its Small Generating Facility. The Interconnection Customer shall enable these capabilities such that its Small Generating Facility shall not disconnect automatically or instantaneously from the system or equipment of the Interconnecting Transmission Owner, the New England Transmission System and any Affected Systems for a defined under-frequency or over-frequency condition, or an under-voltage or over-voltage condition, as tested pursuant to Article 2.1 of this Agreement. The defined conditions shall be in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the New England Control Area on a comparable basis. The Small Generating Facility's protective equipment settings shall comply with the Interconnecting Transmission Owner's automatic load-shed program. The System Operator and Interconnecting Transmission Owner shall review the protective equipment settings to confirm compliance with the automatic load-shed program. The term "ride through" as used herein shall mean the ability of a Small Generating Facility to stay connected to and synchronized with the system or equipment of the Interconnecting Transmission Owner, the New England Transmission System and any Affected Systems during system disturbances within a range of conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the New England Control Area on a comparable basis. The term "frequency ride through" as used herein shall mean the ability of a Small Generating Facility to stay connected to and synchronized with the system or equipment of the Interconnecting Transmission Owner, the New England Transmission System and any Affected Systems

during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the New England Control Area on a comparable basis. The term “voltage ride through” as used herein shall mean the ability of a Small Generating Facility to stay connected to and synchronized with the system or equipment of the Interconnecting Transmission Owner, the New England Transmission System and any Affected Systems during system disturbances within a range of under-voltage and over-voltage conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the New England Control Area on a comparable basis.

#### 1.6 Parallel Operation Obligations; Limited Operation; Provisional Interconnection Service

1.6.1 Parallel Operation Obligations. Once the Small Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Small Generating Facility in the applicable control area, including, but not limited to the ISO New England Operating Documents, and the Operating Requirements set forth in Attachment 5 of this Agreement.

1.6.2 Limited Operation. If any of the Interconnecting Transmission Owner’s Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Small Generating Facility, System Operator and the Interconnecting Transmission Owner shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Small Generating Facility and the Interconnection Customer’s Interconnection Facilities may operate prior to the completion of the Interconnecting Transmission Owner’s Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this SGIA. System Operator and Interconnecting Transmission Owner shall permit Interconnection Customer to operate the Small Generating Facility and the Interconnection Customer’s Interconnection Facilities in accordance with the results of such studies.

1.6.3 Provisional Interconnection Service. Upon the request of Interconnection Customer, and prior to completion of requisite Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System

Protection Facilities, System Operator and the Interconnecting Transmission Owner may execute a Provisional Small Generator Interconnection Agreement or Interconnection Customer may request the filing of an unexecuted Provisional Small Generator Interconnection Agreement with the Interconnection Customer for Provisional Interconnection Service at the discretion of System Operator and Interconnecting Transmission Owner based upon an evaluation that will consider the results of available studies. System Operator and Interconnecting Transmission Owner shall determine, through available studies or additional studies as necessary, whether stability, short circuit, thermal, and/or voltage issues would arise if Interconnection Customer interconnects without modifications to the Small Generating Facility or the New England Transmission System. System Operator and Interconnecting Transmission Owner shall determine whether any Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System Protection Facilities that are necessary to meet the requirements of NERC, or any applicable Regional Entity for the interconnection of a new, modified and/or expanded Small Generating Facility are in place prior to the commencement of Interconnection Service from the Small Generating Facility. Where available studies indicate that such Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities that are required for the interconnection of a new, modified and/or expanded Small Generating Facility are not currently in place, System Operator will perform a study, at the Interconnection Customer's expense, to confirm the facilities that are required for Provisional Interconnection Service. The maximum permissible output of the Small Generating Facility in the Provisional Small Generator Interconnection Agreement shall be studied and updated each time the conditions assumed in the studies supporting the Provisional Interconnection Service change. Provisional Interconnection Service is an optional procedure and it will not alter the Interconnection Customer's Queue Position and associated cost and upgrade responsibilities. Interconnection Customer assumes all risk and liabilities with respect to changes between the Provisional Small Generator Interconnection Agreement and the Small Generator Interconnection Agreement, including changes in output limits and Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities cost responsibilities.

#### 1.7 Metering

The Interconnection Customer shall be responsible for the Interconnecting Transmission Owner's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachment 2 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements. Any metering necessitated by the use of the Small

Generating Facility shall be installed at the Interconnection Customer's expense in accordance with Commission, state, or local regulatory requirements and with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

## 1.8 Reactive Power and Primary Frequency Response

### 1.8.1 Power Factor Design Criteria

1.8.1.1 Synchronous Generation. The Interconnection Customer shall design its Small Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection with dynamic reactive capability over the power factor range of 0.95 leading to 0.95 lagging, unless the System Operator or Interconnecting Transmission Owner has established different requirements that apply to all similarly situated synchronous (and non-wind non-synchronous generators as specified in Appendix G, Section A.ii.4, to the LGIA) generators on a comparable basis and in accordance with Operating Requirements.

1.8.1.2 Non-Synchronous Generation. Generating Facilities shall be subject to the power factor design criteria specified in Appendix G to the LGIA. Wind and inverter-based Generating Facilities shall be subject to the Low Voltage Ride-Through Capability requirements specified in Appendix G to the LGIA.

1.8.2 Interconnection Customers shall be compensated for reactive power service in accordance with Schedule 2 of Section II of the Tariff.

### 1.8.3 Primary Frequency Response

Interconnection Customer with an Interconnection System Impact Study that commenced before May 15, 2018 is obligated to provide and maintain a functioning governor on all generating units comprising the Small Generating Facility in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Interconnection Customer with an Interconnection System Impact Study that commenced on or after May 15, 2018 shall ensure the primary



frequency response capability of its Small Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term “functioning governor or equivalent controls” as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Small Generating Facility’s real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and  $\pm 0.036$  Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved NERC Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Small Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; or (2) based on an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Small Generating Facility’s real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Small Generating Facility’s real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. Interconnection Customer shall notify System Operator and Interconnecting Transmission Owner that the primary frequency response capability of the Small Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Small Generating Facility with the New England Transmission System, Interconnection Customer shall operate the Small Generating Facility consistent with the provisions specified in Articles 1.8.3.1 and 1.8.3.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Small Generating Facilities.

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

1.8.3.2 Timely and Sustained Response. Interconnection Customer shall ensure that the Small Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and shall begin immediately after frequency deviates outside of the deadband, and to the extent the Small Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to

respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Small Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. A Commission-approved Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

1.8.3.3 Exemptions. Small Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Articles 1.8.3, 1.8.3.1, and 1.8.3.2 of this Agreement. Small Generating Facilities that are behind the meter generation that is sized-to-load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability in accordance with the droop and deadband capability requirements specified in Article 1.8.3, but shall be otherwise exempt from the operating requirements in Articles 1.8.3, 1.8.3.1, 1.8.3.2, and 1.8.3.4 of this Agreement.

1.8.3.4 Electric Storage Resources. Interconnection Customer interconnecting a Small Generating Facility that contains an electric storage resource shall establish an operating range in Attachment 5 of its SGIA that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in Articles 1.8.3, 1.8.3.1, 1.8.3.2 and 1.8.3.3 of this Agreement. Attachment 5 shall specify whether the operating range is static or dynamic, and shall consider: (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource;

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

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

1.9 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement. Capitalized terms in Schedule 23 that are not defined in the Glossary of Terms shall have the meanings specified in Sections I.2.2. of the Tariff.

1.10 Scope of Service

1. 10.1 Interconnection Product Options. Interconnection Customer has selected the following (checked) type of Interconnection Service:

☐ NR for NR Interconnection Service (NR Capability Only)

\_\_\_\_\_ CNR for CNR Interconnection Service (NR Capability and CNR Capability)

1.10.1.1 Capacity Network Resource Interconnection Service (CNR Interconnection Service)

- (a) The Product. The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and the Interconnecting Transmission Owner and Internal Affected Parties must construct the Network Upgrades needed to interconnect the Small Generating Facility in a manner comparable to that in which all other CNRs are interconnected under the CC Interconnection Standard. CNR Interconnection Service allows the Interconnection Customer's Small Generating Facility to be designated as a CNR to participate in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the net CNR Capability, or as otherwise provided in Market Rule 1, Section III of the Tariff, on the same basis as all other existing Capacity Network Resources, and to be studied as a Capacity Network Resource on the assumption that such a designation will occur.

1.10.1.2 Network Resource Interconnection Service (NR Interconnection Service).

- (a) The Product. The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and Interconnecting Transmission Owner and Internal Affected Parties must construct the Network Upgrades needed to interconnect the Small Generating Facility in a manner comparable to that in which all other Network Resources are interconnected under the NC Interconnection Standard.

NR Interconnection Service allows the Interconnection Customer's Small Generating Facility to participate in the New England Markets, in accordance with Market Rule, Section III of the Tariff, up to the gross and net NR Capability or as otherwise provided in Market Rule 1, Section III of the

Tariff. Notwithstanding the above, the portion of a Small Generating Facility that has been designated as a Network Resource interconnected under the NC Interconnection Standard cannot be a capacity resource under Section III.13 of the Tariff, except pursuant to a new Interconnection Request for CNR Interconnection Service.

- 1.10.1.3 Provision of Service. System Operator and Interconnecting Transmission Owner shall provide Interconnection Service for the Small Generating Facility at the Point of Interconnection.
- 1.10.1.4 Performance Standards. Each Party shall perform all of its obligations under this SGIA in accordance with Applicable Laws and Regulations, the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such requirements and standards, such Party shall not be deemed to be in Breach of this SGIA for its compliance therewith. If such Party is the Interconnecting Transmission Owner, then that Party shall amend the SGIA and System Operator, in conjunction with the Interconnecting Transmission Owner, shall submit the amendment to the Commission for approval.
- 1.10.1.5 No Transmission Service Delivery. The execution of this SGIA does not constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service, or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.
- 1.10.1.6 Transmission Delivery Service Implications. CNR Interconnection Service and NR Interconnection Service allow the Interconnection Customer's Small Generating Facility to be designated by any Network Customer under the Tariff on the New England Transmission System as a Capacity Network

Resource or Network Resource, up to the net CNR Capability or NR Capability, respectively, on the same basis as all other existing Capacity Network Resources and Network Resources interconnected to the New England Transmission System, and to be studied as a Capacity Network Resource or a Network Resource on the assumption that such a designation will occur. Although CNR Interconnection Service and NR Interconnection Service do not convey a reservation of transmission service, any Network Customer can utilize its network service under the Tariff to obtain delivery of capability from the Interconnection Customer's Small Generating Facility in the same manner as it accesses Capacity Network Resources and Network Resources. A Small Generating Facility receiving CNR Interconnection Service or NR Interconnection Service may also be used to provide Ancillary Services, in accordance with the Tariff and Market Rule 1, after technical studies and/or periodic analyses are performed with respect to the Small Generating Facility's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Capacity Network Resource or Network Resource. However, if an Interconnection Customer's Small Generating Facility has not been designated as a Capacity Network Resource or as a Network Resource by any load, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all Generating Facilities that are similarly situated.

CNR Network Interconnection Service and NR Interconnection Service do not necessarily provide the Interconnection Customer with the capability to physically deliver the output of its Small Generating Facility to any particular load on the New England Transmission System without incurring congestion costs. In the event of transmission constraints on the New England Transmission System, the Interconnection Customer's Small Generating Facility shall be subject to the applicable congestion management procedures for the New England Transmission System in the same manner as other Capacity Network Resources or Network Resources.

There is no requirement either at the time of study or interconnection, or at any point in the future, that the Interconnection Customer's Small Generating Facility be designated as a Capacity Network Resource or as a Network Resource by a Network Customer under the Tariff or that the Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Small Generating Facility as either a Capacity Network Resource or a Network Resource, it must do so pursuant to the Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining CNR Interconnection Service or NR Interconnection Service, as long as the Small Generating Facility has not been deemed to be retired, any future transmission service request for delivery from the Small Generating Facility on the New England Transmission System of any amount of capacity capability and/or energy capability will not require that any additional studies be performed or that any further upgrades associated with such Small Generating Facility be undertaken, regardless of whether or not such Small Generating Facility is ever designated by a Network Customer as a Capacity Network Resource or Network Resource and regardless of changes in ownership of the Small Generating Facility. To the extent the Interconnection Customer enters into an arrangement for long-term transmission service for deliveries from the Small Generating Facility outside the New England Transmission System, or if the unit has been deemed to be retired, such request may require additional studies and upgrades in order for Interconnecting Transmission Owner to grant such request.

## **Article 2.      Inspection, Testing, Authorization, and Right of Access**

### **2.1      Equipment Testing and Inspection**

- 2.1.1.    The Interconnection Customer shall test and inspect its Small Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall



notify the System Operator and the Interconnecting Transmission Owner of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Interconnecting Transmission Owner may, at its own expense, send qualified personnel to the Small Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Interconnecting Transmission Owner a written test report when such testing and inspection is completed.

- 2.1.2 The Interconnecting Transmission Owner shall provide the Interconnection Customer and the System Operator written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Interconnecting Transmission Owner of the safety, durability, suitability, or reliability of the Small Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Small Generating Facility.
- 2.1.3 Commissioning tests of the Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards. The System Operator and the Interconnecting Transmission Owner must be given at least five (5) Business Days written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning tests.

## 2.2 Authorization Required Prior to Parallel Operation

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

2.2.2 The Interconnection Customer shall not operate its Small Generating Facility in parallel with the New England Transmission System [or Interconnecting Transmission Owner's transmission facilities] without prior written authorization of the Interconnecting Transmission Owner. The Transmission Provider will provide such authorization once the Transmission Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

### 2.3 Right of Access

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

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

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

## **Article 3. Effective Date, Term, Termination, and Disconnection**

### 3.1 Effective Date

This Agreement shall become effective upon execution by the Parties subject to acceptance by the Commission (if applicable), or if filed unexecuted, upon the date specified by the Commission.

System Operator and Interconnecting Transmission Owner shall promptly file this Agreement with the Commission upon execution, if required.

### 3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and by mutual agreement of the Parties shall remain in effect for a period of \_\_\_\_\_ years, (Term to be specified in individual Agreements, but in no case should the term be less than ten years from the Effective Date or such other longer period as the Interconnection Customer may request) and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

### 3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with the Commission of a notice of termination of this Agreement (if required), which notice has been accepted for filing by the Commission.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the System Operator and Interconnecting Transmission Owner 20 Business Days written notice.

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

3.3.3 Upon termination of this Agreement, the Small Generating Facility will be disconnected from the Interconnecting Transmission Owner's Interconnection Facilities. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this SGIA or such non-terminating Party otherwise is responsible for these costs under this SGIA.

3.3.4 The termination of this Agreement shall not relieve any Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.5 The provisions of this article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

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

3.4.1 Emergency Conditions

“Emergency Condition” shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, the Interconnecting Transmission Owner’s Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of the Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Generating Facility or the Interconnection Customer's Interconnection Facilities. The System Operator and the Interconnecting Transmission Owner may immediately suspend interconnection service and temporarily disconnect the Small Generating Facility in accordance with applicable provisions of the Operating Requirements. The System Operator and Interconnecting Transmission Owner shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Small Generating Facility. The Interconnection Customer shall notify the System Operator and Interconnecting Transmission Owner promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the New England Transmission System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of the Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

### 3.4.2 Routine Maintenance, Construction, and Repair

3.4.2.1 Outage Authority and Coordination. The System Operator shall have the authority to coordinate facility outages in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Each Party may in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, in coordination with the other Party(ies), remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's(ies') facilities as necessary to perform maintenance or testing or to install or replace equipment, subject to the oversight of System Operator in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

3.4.2.2 Outage Schedules. Outage scheduling, and any related compensation, shall be in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

3.4.2.3 Interruption of Service. In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, the System Operator or Interconnecting Transmission Owner may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect System Operator's or Interconnecting Transmission Owner's ability to perform such activities as are necessary to safely and reliably operate and maintain the New England Transmission System.

### 3.4.3 Forced Outages

During any forced outage, the Interconnecting Transmission Owner [and the System Operator] may suspend interconnection service to effect immediate repairs on the New England Transmission System. The Interconnecting Transmission Owner shall use

Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Interconnecting Transmission Owner shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

#### 3.4.4 Adverse Operating Effects

The Interconnecting Transmission Owner shall notify the Interconnection Customer and the System Operator as soon as practicable if, based on Good Utility Practice, operation of the Small Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generating Facility could cause damage to the New England Transmission System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Interconnecting Transmission Owner may disconnect the Small Generating Facility. The Interconnecting Transmission Owner shall provide the Interconnection Customer and the System Operator with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

#### 3.4.5 Modification of the Small Generating Facility

The Interconnection Customer must receive written authorization from: (1) the Interconnecting Transmission Owner before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of the Interconnecting Transmission Owner's Interconnection Facilities; and (2) the System Operator before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of the New England Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the System Operator's or the Interconnecting Transmission Owner's, as appropriate, prior written authorization, the latter shall have the right to temporarily disconnect the Small Generating Facility.

#### 3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Small Generating Facility, Interconnection Facilities, and the New England Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

### **Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

#### 4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Interconnecting Transmission Owner shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Interconnecting Transmission Owner.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Interconnecting Transmission Owner's Interconnection Facilities.

#### 4.2 Distribution Upgrades

The Interconnecting Transmission Owner shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Interconnecting Transmission Owner and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer. The Interconnection Customer shall be responsible for its share of

all reasonable expenses, associated with operating, maintaining, repairing, and replacing such Distribution Upgrades, except to the extent that a retail tariff of, or an agreement with, the Interconnecting Transmission Owner or its distribution company affiliate, if appropriate, provides otherwise.

## **Article 5. Cost Responsibility for Network Upgrades**

### **5.1 Applicability**

No portion of this article 5 shall apply unless the interconnection of the Small Generating Facility requires Network Upgrades, including Stand Alone Network Upgrades.

### **5.2 Network Upgrades**

The Interconnecting Transmission Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Interconnecting Transmission Owner and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Interconnecting Transmission Owner elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer.

5.2.1.1 Cost Allocation. Cost allocation of Generator Interconnection Related Upgrades shall be in accordance with Schedule 11 of Section II of the Tariff.

5.2.1.2 Compensation. Any compensation due to the Interconnection Customer for increases in transfer capability to the PTF resulting from its Generator Interconnection Related Upgrade shall be determined in accordance with Sections II and III of the Tariff.



### 5.3 Special Provisions for Affected Systems

The Interconnection Customer shall enter into separate related facilities agreements to address any upgrades to the Affected System(s) or Internal Affected Systems that are necessary for safe and reliable interconnection of the Interconnection Customer's Small Generating Facility.

### 5.4 Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades.

## **Article 6. Billing, Payment, Milestones, and Financial Security**

### 6.1 Billing and Payment Procedures and Final Accounting

6.1.1 The Interconnecting Transmission Owner shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.1.2 Within three months of completing the construction and installation of the Interconnecting Transmission Owner's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Transmission Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Interconnecting Transmission Owner for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments,

the Interconnecting Transmission Owner shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Interconnecting Transmission Owner within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Interconnecting Transmission Owner shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

## 6.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party(ies) of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless (1) it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

## 6.3 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Interconnecting Transmission Owner's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Interconnecting Transmission Owner a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Interconnecting Transmission Owner in accordance with Section 7 of Schedule 11 of the Tariff. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Interconnecting Transmission Owner's Interconnection Facilities and Upgrades. In addition:

- 6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Interconnecting Transmission Owner, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.
- 1.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Interconnecting Transmission Owner and must specify a reasonable expiration date.

**Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default**

Notwithstanding any other provision of this Agreement, the liability, indemnification and insurance provisions of the Transmission Operating Agreement (“TOA”) or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnection Transmission Owner and the liability, indemnification and insurance provisions of the Tariff apply to the relationship between the System Operator and the Interconnection Customer and between the Interconnecting Transmission Owner and the Interconnection Customer.

**7.1 Assignment**

This Agreement may be assigned by a Party upon 15 Business Days prior written notice and opportunity to object by the other Parties; provided that:

- 7.1.1 The Parties may assign this Agreement without the consent of the other Parties to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the other Parties of any such assignment.
- 7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Interconnecting Transmission Owner or the System Operator, for collateral security purposes to aid in providing financing for the Small Generating Facility,

provided that the Interconnection Customer will promptly notify the Interconnecting Transmission Owner and the System Operator of any such assignment.

7.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

## 7.2 Limitation of Liability

Each Party's liability to the other Party(ies) for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall a Party be liable to another Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

## 7.3 Indemnity

7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.

7.3.2 Each Party shall at all times indemnify, defend, and hold the other Parties harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's(ies') action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

- 7.3.3 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 7.3.4 If an indemnifying Party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 7.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

#### 7.4 Consequential Damages

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

#### 7.5 Force Majeure

- 7.5.1 As used in this article, a Force Majeure Event shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or

restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing."

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

## 7.6 Default

- 7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party(ies). Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.
- 7.6.2 If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party(ies) shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be

relieved of any further obligation hereunder and, whether or not those Parties terminate this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

## **Article 8. Insurance Requirements**

### **8.1 General Liability**

The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in the State where the interconnection is located. Certification that such insurance is in effect shall be provided upon request of the Interconnecting Transmission Owner, except that the Interconnection Customer shall show proof of insurance to the Interconnecting Transmission Owner no later than ten Business Days prior to the anticipated commercial operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

### **8.2 Insurer Requirements and Endorsements**

All required insurance shall be carried by reputable insurers qualified to underwrite insurance in the state where the interconnection is located having a Best Rating of “A-”. In addition, all insurance shall, (a) include Interconnecting Transmission Owner and System Operator as additional insureds; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Interconnecting Transmission Owner and System Operator shall not incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days’ written notice to Interconnecting Transmission Owner and System

Operator prior to cancellation, termination, or material change of such insurance; provided that to the extent the Interconnection Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnection Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Interconnecting Transmission Owner and System Operator as required above.

If the requirement of clause (a) in the paragraph above prevents Interconnection Customer from obtaining the insurance required without added cost or due to written refusal by the insurance carrier, then upon Interconnection Customer's written notice to Interconnecting Transmission Owner and System Operator, the requirements of clause (a) shall be waived.

### 8.3 Evidence of Insurance

Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnection Customer.

The Interconnection Customer is responsible for providing the Interconnecting Transmission Owner and the System Operator with evidence of insurance in compliance with this Tariff on an annual basis.

Prior to the Interconnecting Transmission Owner commencing work on Interconnection Facilities, Network Upgrades and Distribution Upgrades, the Interconnection Customer shall have its insurer furnish to the Interconnecting Transmission Owner and the System Operator certificates of insurance evidencing the insurance coverage required above. The Interconnection Customer shall notify and send to the Interconnecting Transmission Owner and the System Operator a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Transmission Owner and the System Operator may at their discretion require the Interconnection Customer to maintain tail coverage for three years on all policies written on a "claims-made" basis.

### 8.4 Self Insurance



If Interconnection Customer is a company with a self-insurance program established in accordance with commercially acceptable risk management practices, Interconnection Customer may comply with the following in lieu of the above requirements as reasonably approved by the Interconnecting Transmission Owner and the System Operator:

- Interconnection Customer shall provide to Interconnecting Transmission Owner and System Operator, at least thirty (30) calendar days prior to the Date of Initial Operation, evidence of such program to self-insure to a level of coverage equivalent to that required.
- If Interconnection Customer ceases to self-insure to the standards required hereunder, or if Interconnection Customer is unable to provide continuing evidence of Interconnection Customer's financial ability to self-insure, Interconnection Customer agrees to promptly obtain the coverage required under Article 8.1.

#### 8.5 Interconnecting Transmission Owner Insurance

The Interconnecting Transmission Owner agrees to maintain general liability insurance or self-insurance consistent with the Interconnecting Transmission Owner's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Interconnecting Transmission Owner's liabilities undertaken pursuant to this Agreement.

### **Article 9. Confidentiality**

- 9.1 Confidential Information shall include without limitation, all information governed by the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, and any confidential and/or proprietary information provided by a Party to the another Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.
- 9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other

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

9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party(ies) as it employs to protect its own Confidential Information.

9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

9.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR § 1b.20, if the Commission, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to the Commission, within the time provided for in the request for information. In providing the information to the Commission, the Party may, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by the Commission and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) to this Agreement prior to the release of the Confidential Information to the Commission. The Party shall notify the other Party(ies) to this Agreement when it is notified by the Commission that a request to release Confidential Information has been received by the Commission, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

## **Article 10. Disputes**

- 10.1 Submission.** In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with this LGIA or its performance, such Party (the “disputing Party”) shall provide the other Party(ies) with written notice of the dispute or claim (“Notice of Dispute”). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party(ies). In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party’s(ies’) receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this SGIA.
- 10.2 External Arbitration Procedures.** Any arbitration initiated under this SGIA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The arbitrator so chosen by the System Operator shall chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Arbitration Rules”) and any applicable Commission regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 10, the terms of this Article 10 shall prevail
- 10.3 Arbitration Decisions.** Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this SGIA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction.

The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

- 10.4 Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel; or (2) a pro rata share of the cost of a single arbitrator chosen by the Parties.

## **Article 11. Taxes**

- 11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with Commission policy and Internal Revenue Service requirements.
- 11.2 Each Party shall cooperate with the other to maintain the other Party's(ies') tax status. Nothing in this Agreement is intended to adversely affect the Interconnecting Transmission Owner's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

## **Article 12. Miscellaneous**

### **12.1 Governing Law, Regulatory Authority, and Rules**

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

### **12.2 Amendment**

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

12.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

12.4 Waiver

The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

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

12.5 Entire Agreement

Except for the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, this Agreement, including all Attachments, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. Except for the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, there are no other agreements,

representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6 Multiple Counterparts

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

12.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

12.8 Severability

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

12.9 Security Arrangements

Infrastructure security of the New England Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. The Commission expects the System Operator, Interconnecting Transmission Owners, market participants, and Interconnection Customers interconnected to the New England Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric

reliability authority. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

#### 12.10 Environmental Releases

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

#### 12.11 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party(ies) for the performance of such subcontractor.

12.11.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party(ies) for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

12.12 Reservation of Rights

Consistent with Section 4.8 of Schedule 23, the Interconnecting Transmission Owner and the System Operator shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement under any applicable provision of the Federal Power Act and the Commission's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party(ies) and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of the Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

**Article 13. Notices**

13.1 General

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

If to the Interconnection Customer:

[To be supplied]

If to the Interconnecting Transmission Owner:

[To be supplied]



If to the System Operator:

ISO New England Inc.

Attention: Generation Interconnection, Transmission Planning Department

One Sullivan Road

Holyoke, MA 01040-2841

Phone: \_\_\_\_\_ Fax: 413-540-4203

With a copy to:

Billing Department

ISO New England Inc.

One Sullivan Road

Holyoke, MA 01040-2841

### 13.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer: [To be supplied]

Interconnecting Transmission Owner[To be supplied]

System Operator: ISO New England Inc.

Attention: Generation Interconnection, Transmission Planning Department

One Sullivan Road

Holyoke, MA 01040-2841

Phone: \_\_\_\_\_ Fax: 413-540-4203

With a copy to:

Billing Department

ISO New England Inc.

One Sullivan Road

Holyoke, MA 01040-2841

### 13.3 Alternative Forms of Notice

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

If to the Interconnection Customer:

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

If to the Interconnecting Transmission Owner:

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

If to the System Operator:

Phone: \_\_\_\_\_ Fax: 413-540-4203  
E-mail: [geninterconn@iso-ne.com](mailto:geninterconn@iso-ne.com)

With a copy to:

Billing Department  
Facsimile: (413) 535-4024  
E-mail: [billingdept@iso-ne.com](mailto:billingdept@iso-ne.com)

### 13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

[To be supplied]

Interconnecting Transmission Owner's Operating Representative:

[To be supplied]

System Operator's Operating Representative:

ISO New England Inc.

Attention: Generation Interconnection, Transmission Planning Department

One Sullivan Road

Holyoke, MA 01040-2841

Phone: \_\_\_\_\_ Fax: (413) 540-4203

E-mail: [geninterconn@iso-ne.com](mailto:geninterconn@iso-ne.com)

DUNS Numbers:

Interconnection Customer: [To be supplied]

Interconnecting Transmission Owner: [To be supplied]

### 13.5 Changes to the Notice Information

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

**Article 14.      Signatures**

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

***[Insert name of]* (Interconnecting Transmission Owner)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***[Insert name of]* (Interconnection Customer)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ISO New England Inc. (System Operator)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENTS TO SGIA**

Attachment 1	Glossary of Terms
Attachment 2	Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment
Attachment 3	One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment and Upgrades
Attachment 4	Milestones
Attachment 5	Additional Operating Requirements for the New England Transmission System and Affected Systems Needed to Support the Interconnection Customer's Needs
Attachment 6	Interconnecting Transmission Owner's Description of its Upgrades, and Best Estimates of Upgrade Costs
Attachment 7	Commercial Operation Date

**Glossary of Terms**

**Administered Transmission System** shall mean the PTF and the Non-PTF.

**Adverse System Impact** shall mean any significant negative effects on the stability, reliability or operating characteristics of the electric system.

**Affected Party** shall mean the entity that owns, operates or controls an Affected System, or any other entity operating outside of the New England Control Area that otherwise may be a necessary party to the interconnection process.

**Affected System** shall mean any electric system that is outside the New England Control Area that may be affected by the proposed interconnection.

**Affected System Facilities Construction Agreement** shall mean the agreement contained in Appendix 9 to this SGIP that is made between Interconnecting Transmission Owner and Affected System Interconnection Customer to facilitate the construction of and to set forth cost responsibility for necessary Affected System Network Upgrades on the New England Transmission System.

**Affected System Interconnection Customer** shall mean any entity that submits an interconnection request for a generating facility to a transmission system outside of the New England Control Area that may cause the need for Affected System Network Upgrades on the New England Transmission System.

**Affected System Network Upgrades** shall mean the additions, modifications, and upgrades to New England Transmission System required to accommodate Affected System Interconnection Customer's proposed interconnection to a transmission system other than New England-Transmission System.

**Affected System Operator** shall mean the entity that operates an Affected System.

**Affected System Queue Position** shall mean the queue position of an Affected System Interconnection Customer in System Operator's interconnection queue relative to System Operator's Interconnection Customers' Queue Positions.

**Affected System Study** shall mean the evaluation of Affected System Interconnection Customers' proposed interconnection(s) to a transmission system outside the New England Control Area that have an impact on the New England Transmission System, as described in Section 9 of this SGIP.

**Affected System Study Agreement** shall mean the agreement contained in Appendix 7 to this SGIP that is made between System Operator and Affected System Interconnection Customer to conduct an Affected System Study pursuant to Section 9 of this SGIP.

**Affected System Study Report** shall mean the report issued following completion of an Affected System Study pursuant to Section 9.6 of this SGIP.

**Affiliate** shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

**Applicable Laws and Regulations** shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Applicable Reliability Council** shall mean the reliability council applicable to the New England Control Area.

**Applicable Reliability Standards** shall mean the requirements and guidelines of NERC, the NPCC and the New England Control Area, including publicly available local reliability requirements of Interconnecting Transmission Owners or other Affected Parties or Internal Affected Parties.

**At-Risk Expenditure** shall mean money expended for the development of the Generating Facility that cannot be recouped if the Interconnection Customer were to withdraw the Interconnection Request for the Generating Facility. At-Risk Expenditure may include, but is not limited to, money expended on: (i) costs of federal, state, local, regional and town permits, (ii) Site Control, (iii) site-specific design and surveys, (iv) construction activities, and (v) non-refundable deposits for major equipment components.

For purposes of this definition, At-Risk Expenditure shall not include costs associated with the Interconnection Studies.

**Base Case** shall have the meaning specified in Section 2.3.

**Base Case Data** shall mean the Base Case power flow, short circuit, and stability data bases used for the Interconnection Studies by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements.

**Breach** shall mean the failure of a Party to perform or observe any material term or condition of the Standard Small Generator Interconnection Agreement.

**Breaching Party** shall mean a Party that is in Breach of the Standard Small Generator Interconnection Agreement.

**Calendar Day** shall mean any day including Saturday, Sunday or a Federal Holiday.

**Capacity Capability Interconnection Standard (“CC Interconnection Standard”)** shall mean the criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service, and in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resources or Elective Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

**Capacity Network Resource (“CNR”)** shall mean that portion of a Generating Facility that is interconnected to the Administered Transmission System under the Capacity Capability Interconnection Standard.



**Capacity Network Resource Capability (“CNR Capability”)** shall mean the MW quantity associated with CNR Interconnection Service, calculated as described in Section II.48 of the Tariff.

**Capacity Network Resource Group Study (“CNR Group Study”)** shall mean the study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.

**Capacity Network Resource Interconnection Service (“CNR Interconnection Service”)** shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Small Generating Facility with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard. An Interconnection Customer’s CNR Interconnection Service shall be for the megawatt amount of CNR Capability. CNR Interconnection Service does not in and of itself convey transmission service.

**Cluster** shall mean a group of one or more Interconnection Requests that are studied together for the purpose of conducting a Cluster Study, Cluster Interconnection System Impact Study, and Cluster Interconnection Facilities Study.

**Cluster Enabling Transmission Upgrade (“CETU”)** shall mean new significant transmission line infrastructure that consists of AC transmission lines and related terminal equipment having a nominal voltage rating at or above 115 kV or HVDC transmission lines and HVDC terminal equipment that is identified through the Clustering Enabling Transmission Upgrade Regional Planning Study conducted in accordance with Attachment K, Section II of the Tariff. The CETU shall be considered part of a Generator Interconnection Related Upgrade and be categorized as Interconnection Facilities or Network Upgrades.

**Cluster Enabling Transmission Upgrade Regional Planning Study (“CRPS”)** shall mean a study conducted by the System Operator under Attachment K, Section II of the Tariff to identify the Cluster Enabling Transmission Upgrade and associated system upgrades to enable the interconnection of Interconnection Requests for which the conditions identified in Section 4.2.1 have been triggered.

**Cluster Interconnection Facilities Study (“CFAC”)** shall mean an Interconnection Facilities Study performed using Clustering pursuant to Section 4.2.4.

**Cluster Interconnection System Impact Study (“CSIS”)** shall mean an Interconnection System Impact Study performed using Clustering pursuant to Section 4.2.3.

**CETU Participation Deposit** shall mean a Commercial Readiness Deposit as described in Section 4.2.

**Cluster Request Window** shall mean the time period set forth in Section 3.4.1 of this SGIP.

**Cluster Restudy** shall mean a restudy of a Cluster Study conducted pursuant to Section 7.5 of this SGIP.

**Cluster Restudy Report Meeting** shall mean the meeting held to discuss the results of a Cluster Restudy pursuant to Section 7.5 of this SGIP.

**Cluster Restudy Report** shall mean the report issued following completion of a Cluster Restudy pursuant to Section 7.5 of this SGIP.

**Cluster Study** shall mean the evaluation of one or more Interconnection Requests within a Cluster as described in Section 7 of this SGIP.

**Cluster Study Agreement** shall mean the agreement contained in Appendix 2 to this SGIP for conducting the Cluster Study.

**Cluster Study Process** shall mean the following processes, conducted in sequence: the Cluster Request Window; the Customer Engagement Window and Scoping Meetings therein; the Cluster Study; any needed Cluster Restudies; and the Interconnection Facilities Study.

**Cluster Study Report** shall mean the report issued following completion of a Cluster Study pursuant to Section 7 of this SGIP.

**Cluster Study Report Meeting** shall mean the meeting held to discuss the results of a Cluster Study pursuant to Section 7 of this SGIP.

**Clustering** shall mean the process whereby one or more Interconnection Requests are studied together, instead of serially, as described in Sections 4.2.3, 4.2.4, and 7 of this SGIP.

**Commercial Operation** shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

**Commercial Operation Date** of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Attachment 7 to the Standard Small Generator Interconnection Agreement.

**Commercial Readiness Deposit** shall mean a deposit paid as set forth in Sections 3.4.2, 4.4.2, 5.1.1.3, 7.5, and 8.1 of this SGIP.

**Confidential Information** shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise. Confidential Information shall include, but not be limited to, information that is confidential pursuant to the ISO New England Information Policy.

**Contingent Facilities** shall mean those unbuilt Interconnection Facilities and Network Upgrades associated with an Interconnection Request with a higher Queue Position or a transmission project that is planned or proposed for the New England Transmission System upon which the Interconnection Request's costs, timing, and study findings are dependent, and if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing.

**Customer Engagement Window** shall mean the time period set forth in Section 3.4.5 of this SGIP.

**Default** shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 7.6 of the Standard Small Generator Interconnection Agreement.

**Dispute Resolution** shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

**Distribution System** shall mean the Interconnecting Transmission Owner's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.

**Distribution Upgrades** shall mean the additions, modifications, and upgrades to the Interconnecting Transmission Owner's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

**Effective Date** shall mean the date on which the Standard Small Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission or if filed unexecuted, upon the date specified by the Commission.

**Emergency Condition** shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, Interconnecting Transmission Owner's Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Standard Small Generator Interconnection Agreement to possess black start capability.

**Engineering & Procurement ("E&P") Agreement** shall mean an agreement that authorizes the Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party or Internal Affected Party to begin engineering and procurement of long lead-time items necessary for the

establishment of the interconnection in order to advance the implementation of the Interconnection Request.

**Environmental Law** shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

**Federal Power Act** shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

**Force Majeure** shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

**Generating Facility** shall mean Interconnection Customer's device(s) for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include Interconnection Customer's Interconnection Facilities.

**Governmental Authority** shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affiliate thereof.

**Hazardous Substances** shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

**Initial Synchronization Date** shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

**In-Service Date** shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner's Interconnection Facilities to obtain back feed power.

**Interconnecting Transmission Owner** shall mean a Transmission Owner that owns, leases or otherwise possesses an interest, or a Non-Incumbent Transmission Developer that is not a Participating Transmission Owner that is constructing, a portion of the Administered Transmission System at the Point of Interconnection and shall be a Party to the Standard Small Generator Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator.

**Interconnecting Transmission Owner's Interconnection Facilities** shall mean all facilities and equipment owned, controlled, or operated by Interconnecting Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Attachment 2 to the Standard Small Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Interconnecting Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Interconnection Customer** shall mean any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Generating Facility with the Administered Transmission System under this SGIP.

**Interconnection Customer's Interconnection Facilities** shall mean all facilities and equipment, as identified in Attachment 2 of the Standard Small Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Administered Transmission System. Interconnection Customer's Interconnection Facilities may be sole use facilities or subject to shared use pursuant to arrangements filed with and approved by the Commission.

**Interconnection Facilities** shall mean Interconnecting Transmission Owner's Interconnection Facilities and Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Administered Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Interconnection Facilities Study** shall mean a study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for the Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Cluster Study, Cluster Restudy, or the Cluster Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Administered Transmission System. The scope of the study is defined in Section 8 of this SGIP.

**Interconnection Facilities Study Agreement** shall mean the form of agreement contained in Appendix 3 of this SGIP for conducting the Interconnection Facilities Study.

**Interconnection Facilities Study Report** shall mean the report issued following completion of an Interconnection Facilities Study pursuant to Section 8 of this SGIP.

**Interconnection Request** shall mean an Interconnection Customer's request, in the form of Appendix 1 to this SGIP, in accordance with the Tariff, to: (i) interconnect a new Generating Facility to the Administered Transmission System as either a CNR or a NR; (ii) make a Material Modification to a proposed Generating Facility with an outstanding Interconnection Request; (iii) increase the energy capability or capacity capability of an existing Generation Facility; (iv) make a Material Modification to the design or operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected with the Administered Transmission System; (v) commence participation in the wholesale markets by an existing Generating Facility that is interconnected with the Administered Transmission System; or (vi) change from NR Interconnection Service to CNR Interconnection Service for all or part of a Generating Facility's capability. Interconnection Request shall not include a request to interconnect a Qualifying Facility (as defined by the Public Utility Regulatory Policies Act, as amended

by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying Facility's owner intent is to sell 100% of the Qualifying Facility's output to its interconnected electric utility.

**Interconnection Service** shall mean the service provided by the System Operator, and the Interconnecting Transmission Owner, associated with interconnecting the Interconnection Customer's Generating Facility to the Administered Transmission System and enabling the receipt of electric energy capability and/or capacity capability from the Generating Facility at the Point of Interconnection, pursuant to the terms of the SGIA and, if applicable, the Tariff.

**Interconnection Study** shall mean any of the following studies: Cluster Interconnection System Impact Study, Cluster Interconnection Facilities Study, the Cluster Study, the Cluster Restudy, the Surplus Interconnection Service System Impact Study, the Interconnection Facilities Study, the Affected System Study, Optional Interconnection Study, and Material Modification assessment and the Optional Interconnection Study described in the SGIP.

**Interconnection Study Agreement** shall mean any of the following agreements: the Affected System Study Agreement, Cluster Study Agreement, the Interconnection Facilities Study Agreement, and the Optional Interconnection Study Agreement attached to this SGIP.

**Internal Affected Party** shall mean the entity that owns, operates or controls an Internal Affected System, or any other entity operating within the New England Control Area that otherwise may be a necessary party to the interconnection process.

**Internal Affected System** shall mean any electric system that is within the New England Control Area, including, but not limited to, generator owned facilities that may be affected by the proposed interconnection.

**IRS** shall mean the Internal Revenue Service.

**Small Generating Facility** shall mean a Generating Facility having a maximum gross capability at or above zero degrees F of more 20 MW or less.



**SGIA Deposit** shall mean the deposit Interconnection Customer submits when returning the executed SGIA, or within ten (10) Business Days of requesting that the SGIA be filed unexecuted at the Commission, in accordance with Section 11.3 of this SGIP.

**Loss** shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from another Party's performance, or non-performance of its obligations under the Standard Small Generator Interconnection Agreement on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnifying Party.

**Major Permits** shall be as defined in Section III.13.1.1.2.2.2(a) of the Tariff.

**Material Modification** shall mean: (i) except as expressly provided in Section 4.4.1, those modifications to the Interconnection Request, including any of the technical data provided by the Interconnection Customer in Appendix 1, Attachment A (and Attachment A-1, if applicable) to the Interconnection Request or to the interconnection configuration, requested by the Interconnection Customer, that either require significant additional study of the same Interconnection Request and could substantially change the interconnection design, or have a material impact (*i.e.*, an evaluation of the proposed modification cannot be completed in less than ten (10) Business Days) on the cost or timing of any Interconnection Studies or upgrades associated with an Interconnection Request with an equal or later Queue Position; (ii) a change to the design or operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected with the Administered Transmission System that may have a significant adverse effect on the reliability or operating characteristics of the New England Transmission System; or (iii) a delay to the Commercial Operation Date, In-Service Date, or Initial Synchronization Date of greater than three (3) years where the reason for delay is unrelated to construction schedules or permitting which delay is beyond the Interconnection Customer's control.

**Metering Equipment** shall mean all metering equipment installed or to be installed at the Generating Facility pursuant to the Standard Small Generator Interconnection Agreement at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

**Multiparty Affected System Facilities Construction Agreement** shall mean the agreement contained in Appendix 12 to this SGIP that is made among Interconnecting Transmission Owner and multiple Affected System Interconnection Customers to facilitate the construction of and to set forth cost responsibility for necessary Affected System Network Upgrades on the New England Transmission System.

**Multiparty Affected System Study Agreement** shall mean the agreement contained in Appendix 8 to this SGIP that is made among Interconnecting Transmission Owner, System Operator and multiple Affected System Interconnection Customers to conduct an Affected System Study pursuant to Section 9 of this SGIP.

**Network Capability Interconnection Standard (“NC Interconnection Standard”)** shall mean the minimum criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

**Network Resource (“NR”)** shall mean the portion of a Generating Facility that is interconnected to the Administered Transmission System under the Network Capability Interconnection Standard.

**Network Resource Capability (“NR Capability”)** shall mean the MW quantity associated with NR Interconnection Service, calculated as described in Section II.48 of the Tariff.

**Network Resource Interconnection Service (“NR Interconnection Service”)** shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Generating Facility to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer’s NR Interconnection Service shall be solely for the megawatt amount of the NR Capability requested pursuant to Section 3.1 of this SGIP. NR Interconnection Service in and of itself does not convey transmission service.

**Network Upgrades** shall mean the additions, modifications, and upgrades to the New England Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection of the Small Generating Facility to the Administered Transmission System.

**Notice of Dispute** shall mean a written notice of a dispute or claim that arises out of or in connection with the Standard Small Generator Interconnection Agreement or its performance.

**Optional Interconnection Study** shall mean a sensitivity analysis based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

**Optional Interconnection Study Agreement** shall mean the form of agreement contained in Appendix 4 of this SGIP for conducting the Optional Interconnection Study.

**Party** shall mean the System Operator, Interconnection Customer and Interconnecting Transmission Owner or any combination of the above.

**Point of Change of Ownership** shall mean the point, as set forth in Attachment 2 to the Standard Small Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Interconnecting Transmission Owner's Interconnection Facilities.

**Point of Interconnection** shall mean the point, as set forth in Attachment 2 to the Standard Small Generator Interconnection Agreement, where the Interconnection Facilities connect to the Administered Transmission System.

**Proportional Impact Method** shall mean a technical analysis conducted by the System Operator in accordance with the criteria and parameters specified in the ISO New England Planning Procedures to determine the degree to which each Generating Facility in the Cluster Study contributes to the need for a specific System Network Upgrade.

**Provisional Interconnection Service** shall mean Network Resource Interconnection Service provided by the System Operator, and the Interconnecting Transmission Owner, associated with interconnecting the Interconnection Customer's Generating Facility to the Administered Transmission System and enabling the receipt of electric energy capability from the Generating

Facility at the Point of Interconnection on a limited and temporary basis, pursuant to the terms of the Provisional Large Generator Interconnection Agreement and, if applicable, the Tariff.

**Provisional Large Generator Interconnection Agreement** shall mean the Interconnection Agreement for Provisional Interconnection Service established between the System Operator, the Interconnecting Transmission Owner, and the Interconnection Customer. This agreement shall take the form of the Standard Small Generator Interconnection Agreement, modified for provisional purposes.

**Queue Position** shall mean the order of a valid request in the New England Control Area, relative to all other pending requests in the New England Control Area, that is established based upon the date and time of receipt of such request by the System Operator. Requests are comprised of interconnection requests for Generating Facilities, Elective Transmission Upgrades, and requests for transmission service.

**Reasonable Efforts** shall mean, with respect to an action required to be attempted or taken by a Party under the Standard Small Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Scoping Meeting** shall mean the meeting between representatives of System Operator, Interconnection Customer(s), Interconnecting Transmission Owner(s), or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, conducted for the purpose of discussing the proposed Interconnection Requests and any alternative interconnection options, exchanging information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, refining information and models provided by Interconnection Customer(s), discussing the Cluster Study materials posted to OASIS pursuant to Section 3.5 of this SGIP, and analyzing such information.

**Site Control** shall mean the exclusive ~~land~~-right to develop, construct, operate, and maintain the Generating Facility over the term of expected operation of the Generating Facility. Site Control of sufficient size to construct and operate may be demonstrated by documentation establishing: (a) that the Interconnection Customer is the owner in fee simple of the real property or holds an easement for which new interconnection is sought; (b) that the Interconnection Customer holds a valid written leasehold or

other contractual interest in the real property for which new interconnection is sought; (c) that the Interconnection Customer holds a valid written option to purchase or a leasehold interest in the real property for which new interconnection is sought; (d) that the Interconnection Customer holds a duly executed written contract to purchase, acquire an easement, a license or a leasehold interest in the real property for which new interconnection is sought; or (e) that the Interconnection Customer has filed applications for required permits to site on federal or state property. System Operator will maintain acreage requirements for each Generating Facility type on its OASIS or public website.

**Stand Alone Network Upgrades** shall mean Network Upgrades that are not part of an Internal Affected System that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their construction. System Operator, Interconnection Customer, and Interconnecting Transmission Owner must agree as to what constitutes Stand Alone Network Upgrades and identify them in Attachment 2 to the Standard Small Generator Interconnection Agreement. If System Operator, Interconnecting Transmission Owner, and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, System Operator must provide the Interconnection Customer a written technical explanation outlining why System Operator does not consider the Network Upgrade to be a Stand Alone Network Upgrade within fifteen (15) Business Days of its determination.

**Standard Small Generator Interconnection Agreement (“SGIA”)** shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Small Generating Facility, that is included in this Schedule 23 to the Tariff.

**Standard Small Generator Interconnection Procedures (“SGIP”)** shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Small Generating Facility that are included in this Schedule 23 to the Tariff.

**Study Case** shall have the meaning specified in Sections ~~6.2~~ 7.3 and 7.5 of this SGIP.

**Substation Network Upgrade** shall mean Network Upgrades comprising breakers, bus positions, and associated equipment that are required at the substation located at the Point of Interconnection.

**Surplus Interconnection Service** shall mean a form of Interconnection Service that allows an

Interconnection Customer to use any Unused Capability of Interconnection Service established in an Interconnection Agreement for an ~~existing~~ Generating Facility, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the same Point of Interconnection would remain the same.

**System Network Upgrades** shall mean Network Upgrades that are required beyond the substations located at the Point of Interconnection.

**System Protection Facilities** shall mean the equipment, including necessary signal protection communications equipment, required to protect (1) the New England Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the New England Transmission System or on other delivery systems or other generating systems to which the New England Transmission System is directly connected.

**Transitional Capacity Network Resource Group Study (“Transitional CNR Group Study”)** shall mean the study performed by the System Operator under Section III.13.1.1.2.3A of the Tariff and Section 5.1.1.3 of this SGIP.

**Transitional Cluster Study** shall mean an Interconnection Study evaluating a Cluster of Interconnection Requests during the transition to the Cluster Study Process, as set forth in Section 5.1.1.2 of this SGIP.

**Transitional Cluster Study Report** shall mean the report issued following completion of a Transitional Cluster Study pursuant to Section 5.1.1.2 of this SGIP.

**Transitional Serial Interconnection Facilities Study** shall mean an Interconnection Facilities Study evaluating an Interconnection Request on a serial basis during the transition to the Cluster Study Process, as set forth in Section 5.1.1.1 of this SGIP.

**Transitional Serial Interconnection Facilities Study Report** shall mean the report issued following completion of a Transitional Interconnection Facilities Study pursuant to Section 5.1.1.1 of this SGIP.

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

**Unused Capability** shall mean: (i) in the case of NR Interconnection Service at a Generating Facility with an executed Interconnection Agreement, the MW quantity as determined by the Original Interconnection Customer (as defined in Section 3.3 of the SGIP), not to exceed the Generating Facility's NR Interconnection Service as specified in its Interconnection Agreement; and (ii) in the case of CNR Interconnection Service at an existing, commercial Generating Facility, for Summer, the Summer CNR Capability as specified in its Interconnection Agreement minus the latest Summer Qualified Capacity, and for Winter, the Winter CNR Capability as specified in its Interconnection Agreement minus the latest Winter Qualified Capacity.

**Withdrawal Penalty** shall mean the penalty assessed by System Operator to an Interconnection Customer that chooses to withdraw or is deemed withdrawn from System Operator's interconnection queue or whose Generating Facility does not otherwise reach Commercial Operation. The calculation of the Withdrawal Penalty is set forth in Section 3.7.1 of this SGIP.

**Description and Costs of the Small Generating Facility,  
Interconnection Facilities, and Metering Equipment**

*Equipment, including the Small Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer or the Interconnecting Transmission Owner. The Interconnecting Transmission Owner will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.*

I. DESCRIPTION OF MAJOR COMPONENTS

A. Small Generating Facility

(1) Description of Small Generating Facility.

[insert]

(2) The Small Generating Facility shall receive:

\_\_\_\_ Network Resource Interconnection Service for the NR Capability at a level not to exceed [insert gross and net at or above 50 degrees F] MW for Summer, and [insert gross and net at or above 0 degrees F] MW for Winter.

\_\_\_\_ Capacity Network Resource Interconnection Service for: (a)(i) the NR Capability at a level not to exceed [insert gross and net at or above 50 degrees F] MW for Summer and [insert gross and net at or above 0 degrees F] MW for Winter; and (ii) the CNR Capability at [insert net] MW for Summer and [insert net] MW for Winter, which shall not exceed [insert the maximum net MW electrical output of the Generating Facility at an ambient temperature at or above 90 degrees F for summer and at or above 20 degrees F for winter].



- (3) Detailed Description of Small Generating Facility and Generator Step-Up Transformer, if applicable:

<b>Generator Data</b>	
Number of Generators	
Manufacturer	
Model	
Designation of Generator(s)	
Excitation System Manufacturer	
Excitation System Model	
Voltage Regulator Manufacturer	
Voltage Regulator Model	
<b>Generator Ratings</b>	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 90 Degrees F	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 50 Degrees F	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 20 Degrees F	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above zero Degrees F	
Station Service Load For Each Unit	
Overexcited Reactive Power at Rated MVA and Rated Power Factor	
Underexcited Reactive Power at Rated MVA and Rated Power Factor	

Generator Short Circuit and Stability Data	
Generator MVA rating	
Generator AC Resistance	
Subtransient Reactance (saturated)	
Subtransient Reactance (unsaturated)	
Transient Reactance (saturated)	
Negative sequence reactance	
Transformer Data	
Number of units	
Self Cooled Rating	
Maximum Rating	
Winding Connection (LV/LV/HV)	
Fixed Taps	
Z1 primary to secondary at self cooled rating	
Z1 primary to tertiary at self cooled rating	
Z1 secondary to tertiary at self cooled rating	
Positive Sequence X/R ratio primary to secondary	
Z0 primary to secondary at self cooled rating	
Z0 primary to tertiary at self cooled rating	
Z0 secondary to tertiary at self cooled rating	
Zero Sequence X/R ratio primary to tertiary	

B. Interconnection Facilities

*[insert]*

C. Metering Equipment

*[insert]*

D. Other Components

*[insert]*

II. INTERCONNECTION EQUIPMENT OWNERSHIP, OPERATION AND MAINTENANCE

A. Point of Change of Ownership; Point of Interconnection

*[insert]*

B. Description of Responsibilities

*[insert]*

III. PRICING ESTIMATES

A. Interconnection Facilities

*[insert]*

B. Metering Equipment

*[insert]*

C. Operation and Maintenance

*[insert]*

**Attachment 3**

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

*[insert]*

### Milestones

- 1. Milestones and Other Requirements:** The description and entries listed in the following table establish the required Milestones in accordance with the provisions of the SGIP and this SGIA. The referenced section of the SGIP or article of the SGIA should be reviewed to understand the requirements of each milestone.

Item No.	Milestone Description	Responsible Party	Date	SGIP/SGIA Reference
1	Submit updated data “as purchased”	Interconnection Customer	No later than 180 Calendar Days prior to Initial Synchronization Date	
2	Submit supplemental and/or updated data “as built/as-tested”	Interconnection Customer	Prior to Commercial Operation Date	
3	Provide quarterly written progress reports	Interconnection Customer and Interconnecting Transmission Owner	15 Calendar Days after the end of each quarter beginning the quarter that includes the date for Milestone #3 below and ending when the entire Small Generating	

			Facility and all required Interconnection Facilities and Network Upgrades are in place	
4	Deliver to Transmission Owner “as built” drawings, information and documents regarding Interconnection Customer’s Interconnection Facility	Interconnection Customer	If requested, within 120 Calendar Days after Commercial Operation date	

**2. Milestones Applicable If Facilities Study Has Been Waived by Interconnection Customer:**

<b>Item No.</b>	<b>Milestone Description</b>	<b>Responsible Party</b>	<b>Date</b>	<b>SGIP/SGIA Reference</b>
1	Siting approval for the Generating Facility and Interconnection Facilities	Interconnection Customer	As agreed to by the Parties	SGIP § 7.5
2	Engineering of Interconnection Facilities approved by Interconnecting Transmission Owner	Interconnection Customer	As agreed to by the Parties	SGIP § 7.5

3	Commit to the ordering of long lead time material for Interconnection Facilities and system upgrades	Interconnection Customer	As agreed to by the Parties	SGIP § 5.2
4	In-Service Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	
5	Initial Synchronization Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	SGIP § 3.4.2, 4.4.4, 4.4.5, and 7.5
6	Commercial Operation Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	SGIP § 3.4.2, 4.4.4, 4.4.5, and 7.5
7	Provide evidence of 100% Site Control to System Operator	Interconnection Customer	Upon Execution of the LGIA	§ 11.3.1.1 of SGIP
8	Interconnection Customer with qualifying regulatory limitations must demonstrate 100% Site Control by or the LGIA may be terminated per	Interconnection Customer	180 days from the effective date of this LGIA	

	Article 17 (Default) of this LGIA and the Interconnection Customer may be subject to Withdrawal Penalties per Section 3.7.1.1 of the System Operator's LGIP (Calculation of the Withdrawal Penalty).			
--	--	--	--	--

- 3. Milestones Applicable Solely for CNR Interconnection Service.** In addition to the Milestones above, for projects that achieve a Capacity Supply Obligation prior to September 4, 2024, the following Milestones apply to Interconnection Customers requesting CNR Interconnection Service:

Item #	Milestone	Responsible Party	Date	SGIP/SGIA Reference
1	Submit necessary requests for participation in the Forward Capacity Auction associated with the Generating Facility's requested Commercial Operation Date, in accordance with Section III.13 of the Tariff	Interconnection Customer		<a href="#">§ 3.2.1.3 of SGIP</a>
2	Participate in a CNR Group Study	Interconnection Customer; System Operator		<a href="#">§ 3.2.1.3 of SGIP</a>
3	Qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff	Interconnection Customer		<a href="#">§ 3.2.1.3 of SGIP</a>



4	Complete a re-study of the applicable Interconnection Study to determine the cost responsibility for facilities and upgrades necessary to accommodate the Interconnection Request based on the results of the Forward Capacity Auction, Reconfiguration Auction or bilateral transaction through which the Interconnection Customer received a Capacity Supply Obligation	System Operator		<a href="#"><u>§ 3.2.1.3 of SGIP</u></a>
---	---	-----------------	--	--

**Additional Operating Requirements for the  
New England Transmission System and Affected Systems Needed to Support  
the Interconnection Customer's Needs**

*The Interconnecting Transmission Owner shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the New England Transmission System.*

**I. OPERATING REQUIREMENTS**

*[Insert]*

**Interconnecting Transmission Owner's  
Description of its Upgrades  
and Best Estimate of Upgrade Costs**

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

I. DESCRIPTION OF UPGRADES

A. Distribution Upgrades

[Insert]

B. Network Upgrades

[Insert]

(1) Stand Alone Network Upgrades

(2) Other Network Upgrades

C. Affected System and/or Internal Affected System Upgrades

[Insert]

D. Contingent Facilities: [insert list of Contingent Facilities]

(1) Other Contingency Upgrades. [e.g., list of upgrades associated with higher queued Interconnection Requests with SGIsAs prior to this SGIA and any other contingency upgrades that the Parties may deem necessary for the interconnection of the Small Generating Facility.]

E. Post-Forward Capacity Auction Re-study Upgrade Obligations.

*[Insert any changes in upgrade obligations that result from re-study conducted post receiving a Capacity Supply Obligation in accordance with the Tariff.]*

**Commercial Operation Date**

This Attachment 7 is a part of the SGIA between System Operator, Interconnecting Transmission Owner and Interconnection Customer.

[Date]

[Interconnecting Transmission Owner; Address]

Generator Interconnections  
Transmission Planning Department  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841

Re: \_\_\_\_\_ Small Generating Facility

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

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

Thank you.

[Signature]

[Interconnection Customer Representative]

## **SCHEDULE 25**

### **ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION PROCEDURES**

## **TABLE OF CONTENTS**

SECTION 1.	DEFINITIONS
SECTION 2.	SCOPE, APPLICATION AND TIME REQUIREMENTS
2.1	Application of Elective Transmission Upgrade Interconnection Procedures
2.2	Comparability
2.3	Base Case Data
2.4	No Applicability to Transmission Service
2.5	Treatment of Elective Transmission Upgrades for Transmission, Operations, and Scheduling Purposes
2.6	Time Requirements
SECTION 3.	INTERCONNECTION REQUESTS
3.1	General
3.2	Type of Interconnection Services and Long Lead Time Facility Treatment
3.3	Valid Interconnection Request
3.4	OASIS Posting
3.5	Coordination with Affected Systems
3.6	Withdrawal
SECTION 4.	QUEUE POSITION
4.1	General
4.2	Reserved
4.3	Transferability of Queue Position
4.4	Modifications
SECTION 5.	PROCEDURES FOR TRANSITION
5.1	Queue Position for Pending Requests
5.2	Reserved
5.3	New System Operator or Interconnecting Transmission Owner
SECTION 6.	INTERCONNECTION FEASIBILITY STUDY
6.1	Interconnection Feasibility Study Agreement
6.2	Scope of Interconnection Feasibility Study
6.3	Interconnection Feasibility Study Procedures
6.4	Re-Study
SECTION 7.	INTERCONNECTION SYSTEM IMPACT STUDY

7.1	Interconnection System Impact Study Agreement
7.2	Execution of Interconnection System Impact Study Agreement
7.3	Scope of Interconnection System Impact Study
7.4	Interconnection System Impact Study Procedures
7.5	Meeting with Parties
7.6	Re-Study
7.7	Operational Readiness
SECTION 8.	INTERCONNECTION FACILITIES STUDY
8.1	Interconnection Facilities Study Agreement
8.2	Scope of Interconnection Facilities Study
8.3	Interconnection Facilities Study Procedures
8.4	Meeting with Parties
8.5	Re-Study
SECTION 9.	ENGINEERING & PROCUREMENT (“E&P”) AGREEMENT
SECTION 10.	OPTIONAL INTERCONNECTION STUDY
10.1	Optional Interconnection Study Agreement
10.2	Scope of Optional Interconnection Study
10.3	Optional Interconnection Study Procedures
10.4	Meeting with Parties
10.5	Interconnection Agreement Developed Based on Optional Interconnection Study
SECTION 11.	ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION AGREEMENT (ETU IA)
11.1	Tender
11.2	Negotiation
11.3	Evidence to be Provided by Interconnection Customer; Execution and Filing of ETU IA
11.4	Commencement of Interconnection Activities
11.5	Other Regulatory Arrangements
SECTION 12.	CONSTRUCTION OF INTERCONNECTING TRANSMISSION OWNER INTERCONNECTION FACILITIES AND NETWORK UPGRADES
12.1	Schedule
12.2	Construction Sequencing
SECTION 13.	MISCELLANEOUS
13.1	Confidentiality



- 13.2 Delegation of Responsibility
- 13.3 Obligation for Study Costs
- 13.4 Third Parties Conducting Studies
- 13.5 Disputes
- 13.6 Local Furnishing Bonds

## **APPENDICES TO ETU INTERCONNECTION PROCEDURES**

APPENDIX 1 INTERCONNECTION REQUEST FOR ELECTIVE TRANSMISSION UPGRADE

APPENDIX 2 CLUSTER STUDY AGREEMENT

APPENDIX 3 INTERCONNECTION FACILITIES STUDY AGREEMENT

APPENDIX 4 OPTIONAL INTERCONNECTION STUDY AGREEMENT

APPENDIX 5 TRANSITIONAL CLUSTER STUDY AGREEMENT

APPENDIX 6 TRANSITIONAL SERIAL INTERCONNECTION FACILITIES STUDY  
AGREEMENT

APPENDIX 7 TWO-PARTY AFFECTED SYSTEM STUDY AGREEMENT

APPENDIX 8 MULTIPARTY AFFECTED SYSTEM STUDY AGREEMENT

APPENDIX 9 TWO-PARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT

APPENDIX 10 MULTIPARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT

APPENDIX 11 ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION AGREEMENT

## **SECTION I. DEFINITIONS.**

The definitions contained in this section are intended to apply in the context of the Elective Transmission Upgrade interconnection process provided for in this Schedule 25 (and its appendices). To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for purposes of Elective Transmission Upgrade interconnections under this Schedule 25. Capitalized terms in Schedule 25 that are not defined in this Section I shall have the meanings specified in Section I.2.2 of the Tariff.

**Administered Transmission System** shall mean the PTF and the Non-PTF.

**Adverse System Impact** shall mean any significant negative effects on the stability, reliability or operating characteristics of the electric system.

**Affected Party** shall mean the entity that owns, operates or controls an Affected System, or any other entity operating outside of the New England Control Area that otherwise may be a necessary party to the interconnection process.

**Affected System** shall mean any electric system that is outside the New England Control Area that may be affected by the proposed interconnection.

**Affected System Facilities Construction Agreement** shall mean the agreement contained in Appendix 9 to this ETU IP that is made between Interconnecting Transmission Owner and Affected System Interconnection Customer to facilitate the construction of and to set forth cost responsibility for necessary Affected System Network Upgrades on the New England Transmission System.

**Affected System Interconnection Customer** shall mean any entity that submits an interconnection request for a generating facility to a transmission system outside of the New England Control Area that may cause the need for Affected System Network Upgrades on the New England Transmission System.

**Affected System Network Upgrades** shall mean the additions, modifications, and upgrades to the New England Transmission System required to accommodate Affected System Interconnection Customer's proposed interconnection to a transmission system other than the New England-Transmission System.

**Affected System Operator** shall mean the entity that operates an Affected System.

**Affected System Queue Position** shall mean the queue position of an Affected System Interconnection Customer in System Operator's interconnection queue relative to System Operator's Interconnection Customers' Queue Positions.

**Affected System Study** shall mean the evaluation of Affected System Interconnection Customers' proposed interconnection(s) to a transmission system outside of the New England Control Area that have an impact on the New England-Transmission System, as described in Section 9 of this ETU IP.

**Affected System Study Agreement** shall mean the agreement contained in Appendix 7 to this ETU IP that is made between System Operator and Affected System Interconnection Customer to conduct an Affected System Study pursuant to Section 9 of this ETU IP.

**Affected System Study Report** shall mean the report issued following completion of an Affected System Study pursuant to Section 9.7 of this ETU IP.

**Affiliate** shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

**Applicable Laws and Regulations** shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Applicable Reliability Council** shall mean the reliability council applicable to the New England Control Area.

**Applicable Reliability Standards** shall mean the requirements and guidelines of NERC, the NPCC and the New England Control Area, including publicly available local reliability requirements of Interconnecting Transmission Owners or other Affected Parties or Internal Affected Parties.

**Base Case** shall have the meaning specified in Section 2.3.

**Base Case Data** shall mean the Base Case power flow, short circuit, and stability databases used for the Interconnection Studies by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements.

**Breach** shall mean the failure of a Party to perform or observe any material term or condition of the Elective Transmission Upgrade Interconnection Agreement.

**Breaching Party** shall mean a Party that is in Breach of the Elective Transmission Upgrade Interconnection Agreement.

**Calendar Day** shall mean any day including Saturday, Sunday or a Federal Holiday.

**Capacity Capability Interconnection Standard (“CC Interconnection Standard”)** shall mean the criteria required to permit Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service, and in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resource or Elective Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

**Capacity Network Import Capability (“CNI Capability”)** shall mean the MW quantity associated with CNI Interconnection Service, calculated as described in Section II.48 of the Tariff.

**Capacity Network Import Interconnection Service (“CNI Interconnection Service”)** shall mean, for an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, the Interconnection Service selected by Interconnection Customer to interconnect its Elective Transmission Upgrade with the Administered Transmission System in accordance with the

Capacity Capability Interconnection Standard. An Interconnection Customer's Capacity Network Import Interconnection Service shall be for the megawatt of Capacity Network Import Capability. Capacity Network Import Interconnection Service does not in and of itself convey transmission service.

**Capacity Network Resource Group Study ("CNR Group Study")** shall mean the study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.

**Cluster** shall mean a group of one or more Interconnection Requests that are studied together for the purpose of conducting a Cluster Study, Cluster Interconnection System Impact Study, and Cluster Interconnection Facilities Study.

**Cluster Enabling Transmission Upgrade ("CETU")** shall mean new significant transmission line infrastructure that consists of AC transmission lines and related terminal equipment having a nominal voltage rating at or above 115 kV or HVDC transmission lines and HVDC terminal equipment that is identified through the Clustering Enabling Transmission Upgrade Regional Planning Study conducted in accordance with Attachment K, Section 2 of the Tariff. The CETU shall be considered part of an ETU Interconnection Related Upgrade and be categorized as Interconnection Facilities or Network Upgrades.

**Cluster Enabling Transmission Upgrade Regional Planning Study ("CRPS")** shall mean a study conducted by the System Operator under Attachment K, Section II of the Tariff to identify the Cluster Enabling Transmission Upgrade and associated system upgrades to enable the interconnection of Interconnection Requests for which the conditions identified in Section 4.2.1 have been triggered.

**Cluster Interconnection Facilities Study ("CFAC")** shall mean an Interconnection Facilities Study performed using Clustering pursuant to Section 4.2.4.

**Cluster Interconnection System Impact Study ("CSIS")** shall mean an Interconnection System Impact Study performed using Clustering pursuant to Section 4.2.3.

**CETU Participation Deposit** shall mean a Commercial Readiness Deposit as described in Section 4.2.

**Cluster Request Window** shall mean the time period set forth in Section 3.4.1 of this ETU IP.

**Cluster Restudy** shall mean a restudy of a Cluster Study conducted pursuant to Section 7.5 of this ETU IP.

**Cluster Restudy Report Meeting** shall mean the meeting held to discuss the results of a Cluster Restudy pursuant to Section 7.5 of this ETU IP.

**Cluster Restudy Report** shall mean the report issued following completion of a Cluster Restudy pursuant to Section 7.5 of this ETU IP.

**Cluster Study** shall mean the evaluation of one or more Interconnection Requests within a Cluster as described in Section 7 of this ETU IP.

**Cluster Study Agreement** shall mean the agreement contained in Appendix 2 to this ETU IP for conducting the Cluster Study.

**Cluster Study Process** shall mean the following processes, conducted in sequence: the Cluster Request Window; the Customer Engagement Window and Scoping Meetings therein; the Cluster Study; any needed Cluster Restudies; and the Interconnection Facilities Study.

**Cluster Study Report** shall mean the report issued following completion of a Cluster Study pursuant to Section 7 of this ETU IP.

**Cluster Study Report Meeting** shall mean the meeting held to discuss the results of a Cluster Study pursuant to Section 7 of this ETU IP.

**Clustering** shall mean the process whereby one or more Interconnection Requests are studied together, instead of serially, as described in Sections 4.2.3, 4.2.4, and 7 of this ETU IP.

**Commercial Operation** shall mean the status of an Elective Transmission Upgrade that has commenced transmitting electricity, excluding performance during Trial Operation.

**Commercial Operation Date** shall mean the date on which the Elective Transmission Upgrade commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the Elective Transmission Upgrade Interconnection Agreement

**Commercial Readiness Deposit** shall mean a deposit paid as set forth in Sections 3.4.2, 4.4.2, 5.1.1.3, 7.5, and 8.1 of this ETU IP.

**Confidential Information** shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise. Confidential Information shall include, but not be limited to, information that is confidential pursuant to the ISO New England Information Policy.

**Customer Engagement Window** shall mean the time period set forth in Section 3.4.5 of this ETU IP.

**Default** shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Elective Transmission Upgrade Interconnection Agreement.

**Dispute Resolution** shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

**Distribution System** shall mean the Interconnecting Transmission Owner's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.

**Distribution Upgrades** shall mean the additions, modifications, and upgrades to the Interconnecting Transmission Owner's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Elective Transmission Upgrade. Distribution Upgrades do not include Interconnection Facilities.



**Effective Date** shall mean the date on which the Elective Transmission Upgrade Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission or if filed unexecuted, upon the date specified by the Commission.

**Elective Transmission Upgrade (“ETU”)** shall mean a new Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnecting to the Administered Transmission System, or an upgrade to an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is part of or interconnected to the Administered Transmission System for which Interconnection Customer has agreed to pay all of the costs of said Elective Transmission Upgrade and of any additions or modifications to the Administered Transmission System that are required to accommodate the Elective Transmission Upgrade. An Elective Transmission Upgrade is not a Generator Interconnection Related Upgrade, a Regional Transmission Upgrade, or a Market Efficiency Transmission Upgrade.

**Elective Transmission Upgrade Interconnection Agreement (“ETU IA”)** shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to an Elective Transmission Upgrade, that is included in this Schedule 25 to Section II of the Tariff.

**Elective Transmission Upgrade Interconnection Procedures (“ETU IP”)** shall mean the interconnection procedures applicable to an Interconnection Request pertaining to an Elective Transmission Upgrade that are included in this Schedule 25 to Section II of the Tariff.

**Emergency Condition** shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, Interconnecting Transmission Owner’s Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Elective Transmission Upgrade or Interconnection Customer’s Interconnection Facilities.

**Engineering & Procurement (“E&P”) Agreement** shall mean an agreement that authorizes Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party or Internal

Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

**Environmental Law** shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

**External Elective Transmission Upgrade (“External ETU”)** shall mean an Elective Transmission Upgrade that interconnects the New England Control Area with another Control Area.

**Federal Power Act** shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

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

**Generating Facility** is defined in Section I of Schedule 22 and Attachment 1 to Schedule 23 of Section II to the Tariff.

**Governmental Authority** shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affiliate thereof.

**Hazardous Substances** shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning

and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

**In-Service Date** shall mean the date upon which Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner's Interconnection Facilities.

**Interconnecting Transmission Owner** shall mean Transmission Owner that owns, leases or otherwise possesses an interest in the portion of the Administered Transmission System at the Point of Interconnection and shall be a Party to the Elective Transmission Upgrade Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator, and may refer to one or more Transmission Owners in the case of an Internal Elective Transmission Upgrade.

**Interconnecting Transmission Owner's Interconnection Facilities** shall mean all facilities and equipment owned, controlled, or operated by Interconnecting Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Interconnecting Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Interconnection Customer** shall mean any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Elective Transmission Upgrade with the Administered Transmission System under the Elective Transmission Upgrade Interconnection Procedures.

**Interconnection Customer's Interconnection Facilities** shall mean all facilities and equipment, as identified in Appendix A of the Elective Transmission Upgrade Interconnection Agreement, that are separate and distinct from the Elective Transmission Upgrade and are located between the Elective Transmission Upgrade and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Elective Transmission Upgrade to the Administered Transmission System. Interconnection Customer's Interconnection Facilities may be sole use facilities or subject to shared use pursuant to arrangements filed with and approved by the Commission.

**Interconnection Facilities** shall mean the Interconnecting Transmission Owner's Interconnection Facilities and Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Elective Transmission Upgrade and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Elective Transmission Upgrade to the Administered Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Interconnection Facilities Study** shall mean a study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Cluster Study, Cluster Restudy, or the Cluster Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Elective Transmission Upgrade with the Administered Transmission System. The scope of the study is defined in Section 8 of the Elective Transmission Upgrade Interconnection Procedures.

**Interconnection Facilities Study Agreement** shall mean the form of agreement contained in Appendix 3 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Interconnection Facilities Study.

**Interconnection Facilities Study Report** shall mean the report issued following completion of an Interconnection Facilities Study pursuant to Section 8 of this ETU IP.

**Interconnection Request** shall mean an Interconnection Customer's request, in the form of Appendix 1 to the ETU IP, in accordance with the Tariff, to: (i) interconnect a new Elective Transmission Upgrade to the Administered Transmission System; (ii) make a Material Modification to an Elective Transmission Upgrade with an outstanding Interconnection Request; (iii) increase the capability of an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected to the Administered Transmission System; (iv) make a Material Modification to the design or operating characteristics of an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected with the Administered Transmission System; or (v) change from NI Interconnection Service to CNI Interconnection Service for an Elective Transmission

Upgrade that is eligible to request such services. Interconnection Request shall not include a request to interconnect to a transmission facility that is not part of the Administered Transmission System.

**Interconnection Service** shall mean the right to interconnect Interconnection Customer's Elective Transmission Upgrade to the Administered Transmission System at the Point of Interconnection pursuant to the terms of the Elective Transmission Upgrade Interconnection Agreement and, if applicable, the Tariff. For an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, Interconnection Service shall include Capacity Network Import Interconnection Service or Network Import Interconnection Service.

**Interconnection Study** shall mean any of the following studies: the, the Cluster Interconnection System Impact Study, Cluster Interconnection Facilities Study, the Cluster Study, the Cluster Restudy, the Interconnection Facilities Study, the Affected System Study, Optional Interconnection Study, and Material Modification assessment described in the Elective Transmission Upgrade Interconnection Procedures.

**Interconnection Study Agreement** shall mean any of the following agreements: the Affected System Study Agreement, the Cluster Study Agreement, , the Interconnection Facilities Study Agreement, and the Optional Interconnection Study Agreement attached to Elective Transmission Upgrade Interconnection Procedures.

**Internal Affected Party** shall mean the entity that owns, operates or controls an Internal Affected System, or any other entity operating within the New England Control Area that otherwise may be a necessary party to the interconnection process.

**Internal Affected System** shall mean any electric system that is within the New England Control Area, including, but not limited to, generator owned facilities that may be affected by the proposed interconnection.

**Internal Elective Transmission Upgrade ("Internal ETU")** shall mean an Elective Transmission Upgrade that interconnects solely within the New England Control Area.

**IRS** shall mean the Internal Revenue Service.

**ETU IA Deposit** shall mean the deposit Interconnection Customer submits when returning the executed ETU IAETUIA, or within ten (10) Business Days of requesting that the ETU IAETU IA be filed unexecuted at the Commission, in accordance with Section 11.3 of this ETU IPETU IP.

**Loss** shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from another Party's performance, or non-performance of its obligations under the Elective Transmission Upgrade Interconnection Agreement on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnifying Party.

**Major Permits** shall be as defined in Section III.13.1.1.2.2(a) of the Tariff.

**Material Modification** shall mean: (i) except as expressly provided in Section 4.4.1, those modifications to the Interconnection Request, including any of the technical data provided by Interconnection Customer in Appendix 1, Attachment A to the Interconnection Request or to the interconnection configuration, requested by Interconnection Customer, that either require significant additional study of the same Interconnection Request and could substantially change the interconnection design, or have a material impact (*i.e.*, an evaluation of the proposed modification cannot be completed in less than ten (10) Business Days) on the cost or timing of any Interconnection Studies or upgrades associated with an Interconnection Request with an equal or later Queue Position; (ii) a change to the design or operating characteristics of an existing Pool Transmission Facility, Merchant Transmission Facility, or Other Transmission Facility that is interconnected with the Administered Transmission System that may have a significant adverse effect on the reliability or operating characteristics of the New England Transmission System; or (iii) a delay to the Commercial Operation Date, In-Service Date, or Trial Operation Date of greater than three (3) years where the reason for delay is unrelated to construction schedules or permitting which delay is beyond Interconnection Customer's control.

**Metering Equipment** shall mean all metering equipment installed or to be installed pursuant to the Elective Transmission Upgrade Interconnection Agreement, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

**Multiparty Affected System Facilities Construction Agreement** shall mean the agreement contained in Appendix 12 to this ETU IP that is made among Interconnecting Transmission Owner and multiple Affected System Interconnection Customers to facilitate the construction of and to set forth cost responsibility for necessary Affected System Network Upgrades on the New England Transmission System.

**Multiparty Affected System Study Agreement** shall mean the agreement contained in Appendix 8 to this ETU IP that is made among Interconnecting Transmission Owner, System Operator and multiple Affected System Interconnection Customers to conduct an Affected System Study pursuant to Section 9 of this ETU IP.

**Network Capability Interconnection Standard (“NC Interconnection Standard”)** shall mean the minimum criteria required to permit Interconnection Customer to interconnect a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

**Network Import Capability (“NI Capability”)** shall mean the MW quantity associated with NI Interconnection Service, calculated as described in Section II.48 of the Tariff.

**Network Import Interconnection Service (“NI Interconnection Service”)** shall mean the Interconnection Service selected by Interconnection Customer to interconnect its Elective Transmission Upgrade to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer’s Network Import Interconnection Service shall be solely for the megawatt amount of the Network Import Capability. Network Import Interconnection Service in and of itself does not convey transmission service.

**Network Upgrades** shall mean the additions, modifications, and upgrades to the New England Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection of the Elective Transmission Upgrade to the Administered Transmission System.

**Notice of Dispute** shall mean a written notice of a dispute or claim that arises out of or in connection with the Elective Transmission Upgrade Interconnection Agreement or its performance.

**Optional Interconnection Study** shall mean a sensitivity analysis based on assumptions specified by Interconnection Customer in the Optional Interconnection Study Agreement.

**Optional Interconnection Study Agreement** shall mean the form of agreement contained in Appendix 4 of this ETU IP for conducting the Optional Interconnection Study.

**Party** shall mean the System Operator, Interconnection Customer and Interconnecting Transmission Owner or any combination of the above.

**Point of Change of Ownership** shall mean the point, as set forth in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, where the Elective Transmission Upgrade or Interconnection Customer's Interconnection Facilities connect to the Interconnecting Transmission Owner's Interconnection Facilities.

**Point of Interconnection** shall mean the point(s), as set forth in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, where the Interconnection Facilities connect to the Administered Transmission System.

**Proportional Impact Method** shall mean a technical analysis conducted by the System Operator in accordance with the criteria and parameters specified in the ISO New England Planning Procedures to determine the degree to which each Generating Facility and/or Elective Transmission Upgrade in the Cluster Study contributes to the need for a specific System Network Upgrade.

**Queue Position** shall mean the order of a valid request in the New England Control Area, relative to all other pending requests in the New England Control Area, that is established based upon the date and time of receipt of such request by the System Operator. Requests are comprised of interconnection requests for Generating Facilities, Elective Transmission Upgrades, and requests for transmission service.



**Reasonable Efforts** shall mean, with respect to an action required to be attempted or taken by a Party under the Elective Transmission Upgrade Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Scoping Meeting** shall mean the meeting between representatives of the System Operator, Interconnection Customer(s), Interconnecting Transmission Owner(s), or any Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, conducted for the purpose of discussing the proposed Interconnection Requests and any alternative interconnection options, exchanging information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, refining information and models provided by Interconnection Customer(s), discussing the Cluster Study materials posted to OASIS pursuant to Section 3.5 of this ETU IP, and analyzing such information.

**Site Control** shall mean the exclusive right to develop, construct, operate, and maintain the Elective Transmission Upgrade over the term of expected operation of the Elective Transmission Upgrade. Site Control of sufficient size to construct and operate may be demonstrated by documentation establishing: (a) that Interconnection Customer is the owner in fee simple of the real property or holds an easement for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection(s) within the New England Control Area; (b) that Interconnection Customer holds a valid written leasehold or other contractual interest in the real property for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; (c) that Interconnection Customer holds a valid written option to purchase or a leasehold interest in the real property for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; (d) that Interconnection Customer holds a duly executed written contract to purchase, acquire an easement, a license or a leasehold interest in the real property for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; or (e) that Interconnection Customer has filed applications for required permits to site on federal or state property where the Elective Transmission Upgrade's terminal locations will be located at the Point of Interconnection within the New England Control Area.

**Stand Alone Network Upgrades** shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their

construction. System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by System Operator in accordance with applicable codes of conduct and confidentiality requirements, must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Elective Transmission Upgrade Interconnection Agreement. If System Operator, Interconnecting Transmission Owner, and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, System Operator must provide Interconnection Customer a written technical explanation outlining why System Operator does not consider the Network Upgrade to be a Stand Alone Network Upgrade within fifteen (15) Business Days of its determination.

**Study Case** shall have the meaning specified in Sections 6.2 and 7.5 of this ETU IP.

**Substation Network Upgrades** shall mean Network Upgrades comprising breakers, bus positions, and associated equipment that are required at the substation located at the Point of Interconnection.

**System Network Upgrades** shall mean Network Upgrades that are required beyond the substations located at the Point of Interconnection.

**System Protection Facilities** shall mean the equipment, including necessary signal protection communications equipment, required to protect (1) the New England Transmission System from faults or other electrical disturbances occurring at the Elective Transmission Upgrade and (2) the Elective Transmission Upgrade from faults or other electrical system disturbances occurring on the New England Transmission System or on other delivery systems or other generating systems to which the New England Transmission System is directly connected.

**Transitional Capacity Network Resource Group Study (“Transitional CNR Group Study”)** shall mean the study performed by the System Operator under Section III.13.1.1.2.3A of the Tariff and Section 5.1.1.3 of this ETU IP.

**Transitional Cluster Study** shall mean an Interconnection Study evaluating a Cluster of Interconnection Requests during the transition to the Cluster Study Process, as set forth in Section 5.1.1.2 of this ETU IP.

**Transitional Cluster Study Agreement** shall mean the agreement contained in Appendix 5 to this LGIP that is made between System Operator and Interconnection Customer to conduct a Transitional Cluster Study pursuant to Section 5.1.1.2 of this ETU IP.

**Transitional Cluster Study Report** shall mean the report issued following completion of a Transitional Cluster Study pursuant to Section 5.1.1.2 of this ETU IP.

**Transitional Serial Interconnection Facilities Study** shall mean an Interconnection Facilities Study evaluating an Interconnection Request on a serial basis during the transition to the Cluster Study Process, as set forth in Section 5.1.1.1 of this ETU IP.

**Transitional Serial Interconnection Facilities Study Agreement** shall mean the agreement contained in Appendix 6 to this LGIP that is made between System Operator and Interconnection Customer to conduct a Transitional Serial Interconnection Facilities Study pursuant to Section 5.1.1.1 of this ETU IP.

**Transitional Serial Interconnection Facilities Study Report** shall mean the report issued following completion of a Transitional Interconnection Facilities Study pursuant to Section 5.1.1.1 of this ETU IP.

**Transitional Withdrawal Penalty** shall mean the penalty assessed by System Operator to Interconnection Customer that has entered the Transitional Cluster Study or Transitional Serial Interconnection Facilities Study and chooses to withdraw or is deemed withdrawn from System Operator's interconnection queue or whose Generating Facility does not otherwise reach Commercial Operation. The calculation of the Transitional Withdrawal Penalty is set forth in Sections 5.1.1.1 and 5.1.1.2 of this ETU IP.

**Trial Operation** shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Elective Transmission Upgrade prior to Commercial Operation.

**Trial Operation Date** shall mean the date upon which the Elective Transmission Upgrade begins Trial Operation.

**Withdrawal Penalty** shall mean the penalty assessed by System Operator to an Interconnection Customer that chooses to withdraw or is deemed withdrawn from System Operator's interconnection

queue or whose Generating Facility does not otherwise reach Commercial Operation. The calculation of the Withdrawal Penalty is set forth in Section 3.7.1 of this ETU IP.

## **SECTION 2. SCOPE, APPLICATION AND TIME REQUIREMENTS.**

### **2.1 Application of Elective Transmission Upgrade Interconnection Procedures.**

The ETU IP and ETU IA shall apply to Interconnection Requests pertaining to Elective Transmission Upgrades. Except as expressly provided in the ETU IP and ETU IA, nothing in the ETU IP or ETU IA shall be construed to limit the authority or obligations that Interconnecting Transmission Owner or System Operator, as applicable, has with regard to ISO New England Operating Documents.

### **2.2. Comparability.**

System Operator shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this ETU IP. System Operator and Interconnecting Transmission Owner shall process and analyze Interconnection Requests from all Interconnection Customers, regardless of whether the ETU is owned by Interconnecting Transmission Owner, its subsidiaries or Affiliates, or others.

### **2.3 Base Case Data.**

System Operator, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall provide Base Case power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists upon request to Interconnection Customer and any third party consultant retained by Interconnection Customer. For the purpose of this provision, Base Case Data may include the electromagnetic transient network model that does not include proprietary electromagnetic transient equipment models. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy as well as any other applicable requirement under Applicable Laws and Regulations regulating disclosure or confidentiality of such information. System Operator is permitted to require that Interconnection Customer or third party consultant sign a confidentiality agreement before the release of information governed by Section 13.1 or the ISO New England Information Policy, or the release of any other information that is commercially sensitive or Critical Energy Infrastructure Information. Such databases and lists, hereinafter referred to as Base Cases, shall include all generation and transmission projects that are proposed for the New England

Transmission System and any Affected System or Internal Affected System and for which a transmission expansion plan has been submitted and approved by the applicable authority and which, in the sole judgment of System Operator, may have an impact on the Interconnection Request. The Base Cases shall also include generation projects that are not participating in System Operator's interconnection process, but are expected to achieve approval pursuant to Section I.3.9 of the Tariff within 90 days from the date of the creation of the Base Cases and for which steady state, short circuit, stability and electromagnetic transient models for the generation projects and any associated system upgrades have been provided to System Operator. Interconnection Customer, where applicable, shall provide Base Case Data to Interconnecting Transmission Owner and System Operator to facilitate required Interconnection Studies.

System Operator shall provide a link to the secured location on its website that contains the information required under this Section 2.3 on System Operator's OASIS site. System Operator is permitted to require that Interconnection Customers or their third party consultants, OASIS site users, and users of the secured location on System Operator's website sign a confidentiality agreement before the release of information governed by Section 13.1 or the ISO New England Information Policy, or the release of any other information that is commercially sensitive or Critical Energy Infrastructure Information.

#### **2.4 No Applicability to Transmission Service.**

Nothing in this ETU IP shall constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

#### **2.5 Treatment of Elective Transmission Upgrades for Transmission, Operations, and Scheduling Purposes.**

All ETUs must be categorized as PTF, Non-PTF, MTF or OTF. External ETUs will be treated for transmission, operations and scheduling purposes by the System Operator in a manner consistent with similarly situated PTF, Non-PTF, MTF or OTF under the Tariff. Internal ETUs will be operated and scheduled by the System Operator without recognition of physical transmission rights.

#### **2.6 Time Requirements.**

Parties that must perform a specific obligation under a provision of the ETU IP or ETU IA within a specified time period shall use Reasonable Efforts to complete such obligation within the applicable time

period. A Party may, in the exercise of reasonable discretion and within the time period set forth by the applicable procedure or agreement, request that the relevant Party consent to a mutually agreeable alternative time schedule, such consent not to be unreasonably withheld.

## **SECTION 3. INTERCONNECTION REQUESTS.**

### **3.1 General.**

To initiate an Interconnection Request, Interconnection Customer must comply with all of the requirements set forth in Section 3.3.1. Interconnection Customer shall submit a separate Interconnection Request(s) for each Elective Transmission Upgrade of a: (a) specific technology to be interconnected at a designated Point of Interconnection for a specific capability; or (b) specific objective to facilitate the operation of specific Generating Facility(ies), including achieving CNR Interconnection Service, to increase transfer capability between two specific endpoints, or another specific and clearly defined discrete objective that the System Operator, at its sole discretion, determines that it is appropriate to propose in a single Interconnection Request. Interconnection Customer must comply with the requirements specified in Section 3.3.1 for each Interconnection Request even when more than one request is submitted.

Within three (3) Business Days after the close of the Cluster Request Window, System Operator shall submit a copy of all valid Interconnection Requests received to Interconnecting Transmission Owner(s).

Within three (3) Business Days after its receipt of a valid Interconnection Request, System Operator shall submit a copy of the Interconnection Request to Interconnecting Transmission Owner.

At Interconnection Customer's option, System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, will identify alternative Point(s) of Interconnection and configurations at a Scoping Meeting within the Customer Engagement Window to evaluate in this process and attempt to eliminate alternatives in a reasonable fashion given resources and information available. Interconnection Customer will select the definitive Point(s) of Interconnection to be studied no later than the execution of the Cluster Agreement. For purposes of Clustering of Interconnection Requests, System Operator, in its sole discretion, may propose changes to the requested Point(s) of Interconnection to facilitate efficient interconnection of Interconnection

Customers at common Point(s) of Interconnection. System Operator shall notify Interconnection Customers in writing of any intended changes to the requested Point(s) of Interconnection within the Customer Engagement Window, and the Point(s) of Interconnection shall only change upon mutual agreement of the involved parties.

Unless otherwise stated, all Commercial Readiness Deposits that must be submitted to the System Operator under this ETU IP must be (a) delivered to the System Operator's bank account by electronic transfer, (b) through the provision and maintenance of an irrevocable letter of credit in the form and from a financial institution acceptable to System Operator and included on the List of Commercial Readiness Deposit Eligible Letter of Credit Issuers, as described on the System Operator's public website, (c) a surety bond in a form and from an institution acceptable to System Operator and included on the List of Eligible Commercial Readiness Deposit Surety Bond Issuers, as described on the System Operator's public website or (d)) a combination thereof. Each letter of credit or surety bond must specify the Interconnection Request to which it corresponds. Further, notwithstanding Section 5 of this ETU IP to the contrary, an Interconnection Customer may replace the acceptable forms of Commercial Readiness Deposits provided therein with a surety bond any time after such form is deemed acceptable by the System Operator. All costs associated with obtaining a letter of credit or surety bond shall be borne by Interconnection Customer. In the event that System Operator identifies an administrative deficiency with a submitted letter of credit or surety bond, Interconnection Customer shall have ten (10) Business Days to cure the deficiency.

If the System Operator removes the financial institution from the list, Interconnection Customer shall have ten (10) Business Days from the date on which System Operator provides notice of such removal to replace the letter of credit or surety bond with a letter of credit or surety bond from a financial institution on the list. The System Operator may extend this cure period in its sole discretion. Failure to cure a deficiency within the periods prescribed in this Section 3.1 shall result in the withdrawal of the Interconnection Request pursuant to Section 3.7 of the LGIP without further opportunity to cure. System Operator shall only provide refunds and/or distribute funds held as part of a Commercial Readiness Deposit to the extent that there are sufficient funds available from the applicable form of financial security.

All other deposits that must be submitted to the System Operator under this ETU IP must be made in cash and delivered to System Operator's bank account by electronic transfer within the period specified in the respective provision.

A deposit will not be considered received until it is in System Operator's bank account or, in the case of a letter of credit, or surety bond, provided as a Commercial Readiness Deposit, the letter of credit, or surety bond, is provided to System Operator. Deposits that must be submitted to Interconnecting Transmission Owner shall be submitted in a form acceptable to Interconnecting Transmission Owner.

### **3.2 Type of Interconnection Services.**

Interconnection Service for all Elective Transmission Upgrades is the right to interconnect Interconnection Customer's Elective Transmission Upgrade to the Administered Transmission System at the Point(s) of Interconnection pursuant to the terms of the Elective Transmission Upgrade Interconnection Agreement and, if applicable, the Tariff. For an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility, Interconnection Service shall include CNI Interconnection Service or NI Interconnection Service. An External ETU Merchant Transmission Facility or Other Transmission Facility is a controllable facility if it employs technology that, in the judgment of System Operator, enables full control over the direction and amount of power flow on the Elective Transmission Upgrade without adjusting the dispatch of resources within or outside of the New England Control Area, and can be scheduled, curtailed and operated independently from any other interface that interconnects the New England Control Area with another Control Area.

An External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility seeking to import capacity and/or energy into the New England Control Area must select either CNI Interconnection Service or NI Interconnection Service at the time the Interconnection Request is submitted, as described in Sections 3.2.1 and 3.2.2 below. An Interconnection Customer that meets the requirements to obtain CNI Interconnection Service shall obtain NI Interconnection Service up to the NI Capability upon completion of all requirements for NI Interconnection Service, including all necessary upgrades. Upon completion of all requirements for the CNI Interconnection Service, Interconnection Customer shall also receive CNI Interconnection Service for CNI Capability. An Interconnection Customer that meets the requirements to obtain NI Interconnection Service shall receive NI Interconnection Service for Interconnection Customer's NI Capability.



Interconnection Studies for Elective Transmission Upgrades shall assure that Interconnection Customer's Elective Transmission Upgrade interconnects to the Administered Transmission System consistent with the objectives specified in the ETU Interconnection Request and in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Elective Transmission Upgrade.

### **3.2.1 Capacity Network Import Interconnection Service.**

#### **3.2.1.1 The Product.**

System Operator must conduct the necessary studies in conjunction with Interconnecting Transmission Owner, and other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect the External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility under the CC Interconnection Standard. CNI Interconnection Service allows Interconnection Customer's External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility to enable the participation of an Import Capacity Resource in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the CNI Capability or as otherwise provided in the Tariff.

#### **3.2.1.2 The Studies.**

All Interconnection Studies for CNI Interconnection Service shall assure that Interconnection Customer's External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the facility. For Interconnection Requests seeking to achieve CNI Capability by obtaining a Capacity Supply Obligation through an auction in the Forward Capacity Market prior to September 4, 2024, the CNR Group Study shall assure that Interconnection Customer's External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility can be interconnected in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resources and Elective Transmission Upgrades with CNI Interconnection Service, in accordance with the CC

Interconnection Standard and as detailed in the ISO New England Planning Procedures. For all other Interconnection Requests, the intra-zonal deliverability analysis shall be performed as part of the Transitional Cluster Study or Cluster Study. System Operator, in coordination with Interconnecting Transmission Owner, may also study the New England Transmission System under non-peak load conditions. However, upon request by Interconnection Customer, System Operator, and as appropriate, Interconnecting Transmission Owner must explain in writing to Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

### **3.2.1.3 Milestones for Capacity Network Import Interconnection Service.**

In addition to the requirements set forth in this ETU IP, to achieve CNI Interconnection Service through an auction in the Forward Capacity Market prior to September 4, 2024, an Interconnection Customer with an Interconnection Request for CNI Interconnection Service or its counterparty (i.e., Import Capacity Resource), as applicable, shall complete the following milestones prior to receiving CNI Interconnection Service for the CNI Capability, such milestones to be specified in Appendix B of the ETU IA, as either completed or to be completed: (i) submit the necessary requests for participation in the Forward Capacity Auction associated with the Elective Transmission Upgrade's Commercial Operation Date (except as modified pursuant to Sections 3.2.3 or 4.4 of the ETU IP) in accordance with the provisions of Section III.13 of the Tariff; (ii) participate in a CNR Group Study for the Forward Capacity Auction associated with the requested Elective Transmission Upgrade's Commercial Operation Date; (iii) qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff; and (iv) complete a re-study of the applicable Interconnection Study and CNR Group Study after the Forward Capacity Auction, Reconfiguration Auction, or bilateral transaction through which Interconnection Customer's counterparty received a Capacity Supply Obligation to determine the cost responsibility for facilities and upgrades necessary to accommodate the Interconnection Request. The re-study shall include those CNR Interconnection Service and CNI Interconnection Service Interconnection Requests with a higher Queue Position that cleared and shall exclude any upgrades that are no longer necessary as a result of existing capacity that will be retired as of the start of the Capacity Commitment Period for which the resource of Interconnection Customer's counterparty received a Capacity Supply Obligation. With respect to (iv) above, if an Interconnection Study Agreement has been executed, the Interconnection Study associated with the Interconnection Study Agreement shall include the necessary analysis that would otherwise have been performed in a re-study. If the original Interconnection Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Study Agreement. If an ETU IA has been either executed or filed with the Commission in unexecuted form, then the last

Interconnection Study completed for Interconnection Customer under this ETU IP shall be subject to re-study. The Appendices to the ETU IA shall be amended (pursuant to Article 30 of the ETU IA) to reflect CNI Capability and the results of the re-study.

After September 4, 2024, an Interconnection Customer with an Interconnection Request for CNR Interconnection Service shall complete the requirements in this LGIP prior to receiving CNR Interconnection Service. Interconnection Customers with Interconnection Requests for CNI Interconnection Service shall complete the intra-zonal deliverability assessment by electing to participate in the Transitional CNR Group Study, Transitional Cluster Study or submit a new Interconnection Request for CNI Interconnection Service during the applicable Cluster Entry Window to participate and complete a Cluster Study. Any Interconnection Customer with a valid Interconnection Request for CNR Interconnection Service that has a completed Interconnection System Impact Study on or before July 1, 2024, but that has not received a Capacity Supply Obligation through the eighteenth Forward Capacity Auction or an earlier auction may: 1) seek to complete the process for obtaining CNR Interconnection Service through the process described in Section III.13.1.1.2A of the Tariff or 2) seek to complete the process for obtaining CNR Interconnection Service through the Transitional Cluster Study. Notwithstanding any other provision of the Tariff, an Interconnection Customer may seek to participate in both the process described in Section III.13.1.1.2A of the Tariff and the Transitional Cluster Study simultaneously. If Interconnection Customer achieves CNR Interconnection Service through Section III.13.1.1.2A, it may withdraw from the Transitional Cluster Study without penalty and be refunded any remaining study deposits associated with the Transitional Cluster Study. If Interconnection Customer does not enter, or complete, the process described in either Section III.13.1.1.2A or the Transitional Cluster Study, the System Operator shall reduce Interconnection Customer's Interconnection Request to NR Interconnection Service.

### **3.2.2 Network Import Interconnection Service.**

#### **3.2.2.1 The Product.**

System Operator must conduct the necessary studies in conjunction with Interconnecting Transmission Owner, and other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect a controllable Merchant Transmission Facility or Other Transmission Facility External ETU under the NC Interconnection

Standard. Notwithstanding the above, the portion of a controllable Merchant Transmission Facility or Other Transmission Facility External ETU that has been interconnected under the NC Interconnection Standard cannot be used to support an Import Capacity Resource'(s') participation in the Forward Capacity Market under Section III.13 of the Tariff, except pursuant to a new Interconnection Request for CNI Interconnection Service.

#### **3.2.2.2 The Studies.**

The Interconnection Studies for an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility shall assure that Interconnection Customer's External ETU satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the unit, in accordance with the NC Interconnection Standard and as detailed in the ISO New England Planning Procedures. The System Operator, in coordination with the Interconnecting Transmission Owner, may also study the New England Transmission System under non-peak load conditions. However, upon request by Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain in writing to Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

#### **3.2.2.3 Milestones for Network Import Interconnection Service.**

An Interconnection Customer with an Interconnection Request for NI Interconnection Service shall complete the requirements in this ETU IP prior to receiving NI Interconnection Service.

### **3.3 Valid Interconnection Request.**

#### **3.3.1 Cluster Request Window.**

System Operator shall accept Interconnection Requests during a forty-five (45) Calendar Day period (the Cluster Request Window). The initial Cluster Request Window shall open for Interconnection Requests sixty (60) Calendar Days after conclusion of the 360-day transition process set forth in Section 5.1 of this ETU IP. All subsequent Cluster Request Windows shall open sixty (60) Calendar Days after the Cluster Study Results Meeting or Cluster Restudy Results Meeting (as appropriate). System Operator shall

provide notice via posting on its public website at least thirty (30) Calendar Days, prior to each respective Cluster Request Window opening.

#### **3.3.1.1 Study Deposits.**

Interconnection Customer shall submit to System Operator, during a Cluster Request Window, an Interconnection Request in the form of Appendix 1 to this ETU IP, a potentially non-refundable initial deposit of \$50,000, and a refundable cluster study deposit of \$250,000. System Operator shall apply the initial deposit toward the costs incurred by the System Operator associated with the Interconnection Request, the cost of developing the study agreements and their attachments, and the cost of developing the ETUIA. The study deposit shall be applied toward the cost of the Cluster Study Process.

#### **3.3.2 Initiating an Interconnection Request.**

An Interconnection Customer seeking to join a Cluster shall submit its Interconnection Request to System Operator within, and no later than the close of, the Cluster Request Window. Interconnection Requests submitted outside of the Cluster Request Window will not be considered. To initiate and establish a valid Interconnection Request, Interconnection Customer must submit all of the following to the System Operator in the manner specified in Appendix 1 Interconnection Request to this ETU IP: (i) an, potentially non-refundable initial deposit of \$50,000, (ii) a completed application in the form of Appendix 1, (iii) all information and deposits required under Section 3.3, and (iv) demonstration of one-hundred percent (100%) Site Control for any HVDC terminals associated with the ETU. Interconnection Customer shall also be required to provide a Commercial Readiness Deposit equal to two times the study deposit described in Section 3.1.1.1 of this ETU IP in the form of an irrevocable letter of credit, a surety bond, or cash. This Commercial Readiness Deposit is refunded to Interconnection Customer according to Section 3.7 of this ETU IP. Interconnection Customer shall also provide a Point of Interconnection, and; if applicable, whether the Interconnection Request shall be studied for Network Import Interconnection Service or Capacity Network Import Interconnection Service, consistent with this ETU IP. Upon making this selection, an Interconnection Customer requesting CNI Interconnection Service may request that System Operator reduce the Interconnection Request from CNI Interconnection Service to NI Interconnection Service if the System Operator identifies thermal violations in the analysis associated with CNI Interconnection Service testing conditions that are not identified in the analysis associated with the NI Interconnection Service testing conditions for the Interconnection Request. System Operator will notify Interconnection Customer that its Interconnection Request has been reduced to NI Interconnection

Service, and list the thermal violations identified in the analysis associated with CNI Interconnection Service testing conditions in the Cluster Study Report.

An Interconnection Customer that submits a deposit in lieu of Site Control due to demonstrated regulatory limitations must demonstrate that it is taking identifiable steps to secure the necessary regulatory approvals from the applicable federal, state, and/or tribal entities before execution of the Cluster Study Agreement. Such deposit will be held by System Operator until Interconnection Customer provides the required Site Control demonstration for its Elective Transmission Upgrade in the Cluster Study Process. Interconnection Customers facing qualifying regulatory limitations must demonstrate one-hundred percent (100%) Site Control within one-hundred eighty (180) Calendar Days of the effective date of the ETU IA.

Interconnection Customer shall promptly inform System Operator of any material change to Interconnection Customer's demonstration of Site Control under Section 3.4.2(iii) of this ETU IP. If System Operator determines, based on Interconnection Customer's information, that Interconnection Customer no longer satisfies the Site Control requirement, System Operator shall give Interconnection Customer ten (10) Business Days to demonstrate satisfaction with the applicable requirement subject to System Operator's approval. Absent such, System Operator shall deem the Interconnection Request withdrawn pursuant to Section 3.7 of this ETU IP without further opportunity to cure.

Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for (i) a modification to Interconnection Customer's existing Pool Transmission Facility, Merchant Transmission Facility, or Other Transmission Facility and Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property, or (ii) a modification to existing Pool Transmission Facility that is not owned by Interconnection Customer.

The portions of the deposit of \$50,000 that have not been applied as provided in this Section 3.3.1 shall be refundable if the Interconnection Customer executes an ETU IA. Otherwise, any unused balance of the deposit of \$50,000 shall be non-refundable and applied on a pro-rata basis to offset costs incurred by Interconnection Customers that are subject to re-study, as determined by the System Operator in accordance with the provisions of this ETU IP, as a result of the withdrawal of an Interconnection Request within the same Cluster.

The expected Trial Operation Date of the new Elective Transmission Upgrade, or the increase in capability of an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility interconnected to the Administered Transmission System, or of the implementation of a Material Modification to an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected to the Administered Transmission System shall not exceed seven (7) years from the date the Interconnection Request is received by the System Operator, unless Interconnection Customer demonstrates that such time required to actively engineer, permit and construct the new Elective Transmission Upgrade or increase in capability of the existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility interconnected to the Administered Transmission System or implement the Material Modification to an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected to the Administered Transmission System will take longer than the seven year period. Upon such demonstration, the Trial Operation Date may succeed the date the Interconnection Request is received by the System Operator by a period of greater than seven (7) years so long as Interconnection Customer, System Operator, and Interconnecting Transmission Owner agree; such agreement shall not be unreasonably withheld.

Within sixty (60) days of submitting an Interconnection Request to the System Operator, Interconnection Customer with a request for an External ETU, shall provide evidence that it has submitted a valid request with the other Control Area to which it seeks to interconnect. Notwithstanding any other provision in this ETU IP, if such evidence is not provided within a period not to exceed sixty (60) days, the Interconnection Request will immediately be deemed withdrawn.

### **3.3.3 Acknowledgment of Interconnection Request.**

System Operator shall acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the request and attach a copy of the received Interconnection Request to the acknowledgement.

### **3.3.4 Deficiencies in Interconnection Request.**

An Interconnection Request will not be considered to be a valid Interconnection Request until all items in Section 3.3.2 of this ETU IP have been received by the System Operator during the Cluster Request

Window. If an Interconnection Request fails to meet the requirements set forth in Section 3.3.1, the System Operator shall notify Interconnection Customer within five (5) Business Days of receipt of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide the System Operator the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice but no later than the close of the Cluster Request Window. In the event that Interconnection Customer fails to comply with this Section 3.4.4 of this LGIP, System Operator shall deem the Interconnection Request withdrawn (without the cure period provided under Section 3.7 of this LGIP), \$5,000 of the application fee is forfeited to System Operator, and any unspent portion of the application fee, the study deposit, and Commercial Readiness Deposit shall be returned to Interconnection Customer.

### **3.3.5 Customer Engagement Window.**

Upon the close of each Cluster Request Window, System Operator shall open a sixty (60) Calendar Day period (Customer Engagement Window). During the Customer Engagement Window, System Operator shall hold a Scoping Meeting with all Interconnecting Transmission Owners, Interconnection Customers whose valid Interconnection Requests were received in that Cluster Request Window, and any identified Affected Parties, or Internal Affected Parties as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements. Notwithstanding the preceding requirements and upon written consent of all Interconnection Customers within the Cluster, System Operator may shorten the Customer Engagement Window and begin the Cluster Study. Within ten (10) Business Days of the opening of the Customer Engagement Window, System Operator shall post on its OASIS a list of Interconnection Requests for that Cluster. The list shall identify, for each anonymized Interconnection Request: (1) the requested amount of Interconnection Service; (2) the location by county and state; (3) the station or transmission line or lines where the interconnection will be made; (4) the projected In-Service Date; (5) the type of Interconnection Service requested; and (6) the type of Generating Facility or Facilities to be constructed, including fuel types, such as coal, natural gas, solar, or wind. The System Operator must ensure that project information is anonymized and does not reveal the identity or commercial information of Interconnection Customers with submitted requests. During the Customer Engagement Window, System Operator shall provide to Interconnection Customer a non-binding, updated good faith estimate of the cost and timeframe for completing the Cluster Study and a Cluster Study Agreement to be executed prior to the close of the Customer Engagement Window.



At the end of the Customer Engagement Window, all Interconnection Requests deemed valid that have executed a Cluster Study Agreement in the form of Appendix 2 to this ETU IP shall be included in the Cluster Study. Any Interconnection Requests for which Interconnection Customer has not executed a Cluster Study Agreement shall be deemed withdrawn (without the cure period provided under Section 3.7 of this ETU IP) by System Operator, the initial deposit shall be forfeited to the System Operator, and the System Operator shall return the study deposit and Commercial Readiness Deposit to Interconnection Customer. Immediately following the Customer Engagement Window, System Operator shall initiate the Cluster Study described in Section 7 of this ETU IP.

### **3.3.6 Cluster Study Scoping Meetings.**

During the Customer Engagement Window, System Operator shall hold a Scoping Meeting with all Interconnecting Transmission Owners, Interconnection Customers whose valid Interconnection Requests were received in that Cluster Request Window, and any identified Affected Parties, or Internal Affected Parties as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements.

The purpose of the Scoping Meeting shall be (i) to discuss alternative interconnection options, (ii) to exchange pertinent information including any transmission data and earlier study evaluations that would reasonably be expected to impact such interconnection options, (iii) to discuss Cluster Study materials posted to OASIS pursuant to Section 3.5 of this ETU IP, as applicable, (iv) to analyze such information, and (v) to discuss any other information necessary to facilitate the administration of the Interconnection Procedures.

The Parties will bring to the meeting such technical data, including, but not limited to: (i) general facility loadings, (ii) general instability issues, (iii) information regarding general short circuit issues, (iv) general voltage issues, and (v) general reliability issues as may be reasonably required to accomplish the purpose of the meeting. The Parties will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection Customer shall designate its Point of Interconnection. The duration of the meeting shall be sufficient to accomplish its purpose.

If the Cluster Study Scoping Meeting consists of more than one Interconnection Customer, System Operator shall issue, no later than fifteen (15) Business Days after the commencement of the Customer

Engagement Window, and Interconnection Customer shall execute a non-disclosure agreement in the form specified by System Operator prior to a group Cluster Study Scoping Meeting, which will provide for confidentiality of identifying information or commercially sensitive information pertaining to any other Interconnection Customers.

### **3.4 OASIS Posting.**

The System Operator will maintain on its OASIS a list of all Interconnection Requests in its Control Area. The list will identify, for each Interconnection Request: (i) the maximum net summer and winter megawatt electrical output; (ii) the location by county and state of the Point of Interconnection; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected Trial Operation Date; (v) the status of the Interconnection Request, including Queue Position; (vi) the type of Interconnection Service being requested (i.e., CNI Interconnection Service or NI Interconnection Service); and (vii) the availability of any studies related to the Interconnection Request; (viii) the date of the Interconnection Request; (ix) the type of Elective Transmission Upgrade to be constructed (e.g., Internal ETU, External ETU, controllable, non-controllable); and (x) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. Except in the case of an Affiliate, the list will not disclose the identity of Interconnection Customer until Interconnection Customer executes an ETU IA or requests that the System Operator and Interconnecting Transmission Owner jointly file an unexecuted ETU IA with the Commission. Before participating in a Scoping Meeting with an Interconnection Customer that is also an Affiliate, the Interconnecting Transmission Owner shall post on OASIS an advance notice of its intent to do so. The System Operator shall post to its OASIS site any deviations from the study timelines set forth herein. Interconnection Study reports and Optional Interconnection Study reports shall be posted to the System Operator's OASIS site subsequent to the meeting between the System Operator, Interconnecting Transmission Owner, and Interconnection Customer to discuss the applicable study results. The System Operator shall also post any known deviations in the Elective Transmission Upgrade's Trial Operation Date.

The requirements to post Interconnection Study Metrics and Cluster Study Processing Time contained in Sections 3.5.2 in Schedule 22 of the OATT shall apply to Interconnection Requests submitted under this Schedule 25.

### **3.5 Coordination with Internal Affected Systems.**

The System Operator will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Internal Affected Systems with Internal Affected Parties and, if possible, include those results (if available) in its applicable Interconnection Study within the time frame specified in this ETU IP. The System Operator will include such Internal Affected Parties in all meetings held with Interconnection Customer as required by this ETU IP. Interconnection Customer will cooperate with the System Operator and Interconnecting Transmission Owner in all matters related to the conduct of studies and the determination of modifications to Internal Affected Systems. Interconnection Customer shall be responsible for the costs associated with the studies or portions of studies associated with the Internal Affected Systems, including costs associated with the requirements of Section I.3.9 of the Tariff. Payment and refunds associated with the costs of such studies will be coordinated between Interconnection Customer and the Internal Affected Party(ies).

The System Operator shall seek the cooperation of all Internal Affected Parties in all matters related to the conduct of studies and the determination of modifications to Internal Affected Systems. Nothing in the foregoing is intended to authorize Interconnection Customer to receive interconnection, related facilities or other services on an Internal Affected System, and provision of such services must be handled through separate arrangements with Internal Affected Party(ies).

### **3.5A Coordination with Affected Systems Outside the New England Control Area.**

System Operator will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System Operators. Interconnection Customer will cooperate with System Operator and Affected System Operator in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

An Interconnecting Transmission Owner in the New England Control Area whose system may be impacted by a proposed interconnection on an Affected System shall cooperate with the System Operator and Affected System to whom a proposed interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Interconnecting Transmission Owner's portion of the New England Transmission System.

#### **3.5A.1 Initial Notification.**

System Operator must notify Affected System Operator of a potential Affected System impact caused by an Interconnection Request within ten (10) Business Days of the completion of the Cluster Study.

At the time of initial notification, System Operator must provide Interconnection Customer with a list of potential Affected Systems, along with relevant contact information.

#### **3.5A.2 Notification of Cluster Restudy.**

System Operator must notify Affected System Operator of a Cluster Restudy concurrently with its notification of such Cluster Restudy to Interconnection Customers.

#### **3.5A.3 Notification of Cluster Restudy Completion.**

Upon the completion of System Operator's Cluster Restudy, System Operator will notify Affected System Operator of a potential Affected System impact caused by an Interconnection Request within ten (10) Business Days of the completion of the Cluster Restudy, regardless of whether that potential Affected System impact was previously identified. At the time of the notification of the completion of the Cluster Restudy to the Affected System Operator, System Operator must provide Interconnection Customer with a list of potential Affected System Operators, along with relevant contact information.

### **3.6 Withdrawal.**

Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to System Operator, which System Operator will transmit to Interconnecting Transmission Owner and any Affected Parties. In addition, if Interconnection Customer fails to adhere to all requirements of this ETU IP, except as provided in Section 13.5 (Disputes), the System Operator shall deem the Interconnection Request to be withdrawn and shall provide written notice to Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Except as otherwise provided elsewhere in this ETU IP, Interconnection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cure the deficiency or to notify the System Operator of its intent to pursue Dispute Resolution, and System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same.

Withdrawal shall result in the loss of Interconnection Customer's Queue Position. If an Interconnection Customer disputes the withdrawal and loss of its Queue Position, then during Dispute Resolution, the System Operator may eliminate Interconnection Customer's Interconnection Request from the queue until such time that the outcome of Dispute Resolution would restore its Queue Position. An Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to System

Operator, Interconnecting Transmission Owner, and any Affected Parties all costs prudently incurred with respect to that Interconnection Request prior to System Operator's receipt of notice described above. Interconnection Customer must pay all monies due before it is allowed to obtain any Interconnection Study data or results.

If Interconnection Customer withdraws its Interconnection Request or is deemed withdrawn by System Operator under Section 3.6 of this ETU IP, System Operator shall (i) update the OASIS Queue Position posting; and (ii) impose the Withdrawal Penalty described in Section 3.6.1 of this ETU IP. Except as otherwise provided elsewhere in this ETU IP, the System Operator and the Interconnecting Transmission Owner shall refund to Interconnection Customer any portion of Interconnection Customer's deposit or study payments that exceeds the costs incurred, including interest calculated in accordance with section 35.19a(a)(2) of the Commission's regulations, or arrange to charge to Interconnection Customer any amount of such costs incurred that exceed Interconnection Customer's deposit or study payments, including interest calculated in accordance with section 35.19a(a)(2) of the Commission's regulations. The System Operator and Interconnecting Transmission Owner shall refund any portion of the Commercial Readiness Deposit not applied to the Withdrawal Penalty and, if applicable, the deposit in lieu of Site Control. In the event of such withdrawal, System Operator, subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information, shall provide, at Interconnection Customer's request, all information developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

### **3.7.1 Withdrawal Penalty.**

Interconnection Customer shall be subject to a Withdrawal Penalty if it withdraws its Interconnection Request or is deemed withdrawn, or the Elective Transmission Upgrade does not otherwise reach Commercial Operation unless: (1) the withdrawal does not have a material impact on the cost or timing of any Interconnection Request in the same Cluster; (2) Interconnection Customer withdraws after receiving Interconnection Customer's most recent Cluster Restudy Report and the Network Upgrade costs assigned to the Interconnection Request identified in that report have increased by more than twenty-five percent (25%) compared to costs identified in Interconnection Customer's preceding Cluster Study Report or Cluster Restudy Report; or (3) Interconnection Customer withdraws after receiving Interconnection Customer's Interconnection Facilities Study Report and the Network Upgrade costs assigned to the

Interconnection Request identified in that report have increased by more than one hundred percent (100%) compared to costs identified in the Cluster Study Report or Cluster Restudy Report.

#### **3.7.1.1 Calculation of the Withdrawal Penalty.**

If Interconnection Customer withdraws its Interconnection Request or is deemed withdrawn prior to the commencement of the initial Cluster Study, Interconnection Customer shall not be subject to a Withdrawal Penalty. If Interconnection Customer withdraws, is deemed withdrawn, or otherwise does not reach Commercial Operation at any point after the commencement of the initial Cluster Study, that Interconnection Customer's Withdrawal Penalty will be the greater of: (1) Interconnection Customer's study deposit required under Section 3.4.1.1 of this ETU IP; or (2) as follows in (a)–(d):

- (a) If Interconnection Customer withdraws or is deemed withdrawn during the Cluster Study or after receipt of a Cluster Study Report, but prior to commencement of the Cluster Restudy or Interconnection Facilities Study if no Cluster Restudy is required, Interconnection Customer shall be charged two (2) times its actual allocated cost of all studies performed for Interconnection Customers in the Cluster up until that point in the Interconnection Study process.
- (b) If Interconnection Customer withdraws or is deemed withdrawn during the Cluster Restudy or after receipt of any applicable restudy reports issued pursuant to Section 7.5 of this ETU IP, but prior to commencement of the Interconnection Facilities Study, Interconnection Customer shall be charged five percent (5%) its estimated Network Upgrade costs.
- (c) If Interconnection Customer withdraws or is deemed withdrawn during the Interconnection Facilities Study, after receipt of the Interconnection Facilities Study Report issued pursuant to Section 8.3 of this ETU IP, or after receipt of the draft ETU IA but before Interconnection Customer has executed an ETU IA or has requested that its ETUIA be filed unexecuted, and has satisfied the other requirements described in Section 11.3 of this ETU IP (i.e., Site Control demonstration, ETU IA Deposit, reasonable evidence of one or more milestones in the development of the Generating Facility), Interconnection Customer shall be charged ten percent (10%) its estimated Network Upgrade costs.
- (d) If Interconnection Customer has executed an ETU IA or has requested that its ETU IA be filed unexecuted and has satisfied the other requirements described in Section 11.3 of this ETU IP

(i.e., Site Control demonstration, ETU IA Deposit, reasonable evidence of one or more milestones in the development of the Generating Facility) and subsequently withdraws its Interconnection Request or if Interconnection Customer's Generating Facility otherwise does not reach Commercial Operation, that Interconnection Customer's Withdrawal Penalty shall be twenty percent (20%) its estimated Network Upgrade costs.

### **3.7.1.2 Distribution of the Withdrawal Penalty.**

#### **3.7.1.2.1 Initial Distribution of Withdrawal Penalties Prior to Assessment of Network Upgrade Costs Previously Shared with Withdrawn Interconnection Customers in the Same Cluster**

For a single Cluster, System Operator shall hold all Withdrawal Penalty funds until all Interconnection Customers in that Cluster have either: (1) withdrawn or been deemed withdrawn; (2) executed an ETU IA; or (3) requested an ETU IA to be filed unexecuted. Any Withdrawal Penalty funds collected from the Cluster shall first be used to fund studies conducted under the Cluster Study Process for Interconnection Customers in the same Cluster that have executed the ETU IA or requested the ETU IA to be filed unexecuted. Next, after the Withdrawal Penalty funds are applied to relevant study costs in the same Cluster, System Operator will apply the remaining Withdrawal Penalty funds to reduce net increases, for Interconnection Customers in the same Cluster, in Interconnection Customers' Network Upgrade cost assignment and associated financial security requirements under Article 11.5 of the pro forma ETU IA attributable to the impacts of withdrawn Interconnection Customers that shared an obligation with the remaining Interconnection Customers to fund a Network Upgrade, as described in more detail in Sections 3.7.1.2.3 and 3.7.1.2.4. The total amount of funds used to fund these studies under the Cluster Study Process or those applied to any net increases in Network Upgrade costs for Interconnection Customers in the same Cluster shall not exceed the total amount of Withdrawal Penalty funds collected from the Cluster.

Withdrawal Penalty funds shall first be applied as a refund to invoiced study costs for Interconnection Customers in the same Cluster that did not withdraw within thirty (30) Calendar Days of such Interconnection Customers executing their ETU IA or requesting to have their ETU IA filed unexecuted. Distribution of Withdrawal Penalty funds within one specific Cluster for study costs shall not exceed the total actual Cluster Study Process costs for the Cluster. Withdrawal Penalty funds applied to study costs shall be allocated within the same Cluster to Interconnection Customers in a manner consistent with the

System Operator's method in Section 13.3 of this ETU IP for allocating the costs of Interconnection Studies conducted on a clustered basis. System Operator shall post the balance of Withdrawal Penalty funds held by System Operator but not yet dispersed on its OASIS site and update this posting on a quarterly basis.

If an Interconnection Customer withdraws after it executes, or requests the unexecuted filing of, its ETU IA, System Operator shall first apply such Interconnection Customer's Withdrawal Penalty funds to any restudy costs required due to Interconnection Customer's withdrawal as a credit to as-yet-to be invoiced study costs to be charged to the remaining Interconnection Customers in the same Cluster in a manner consistent with the System Operator's method in Section 13.3 of this ETU IP for allocating the costs of Interconnection Studies conducted on a clustered basis. Distribution of the Withdrawal Penalty funds for such restudy costs shall not exceed the total actual restudy costs.

#### **3.7.1.2.2 Assessment of Network Upgrade Costs Previously Shared with Withdrawn Interconnection Customers in the Same Cluster**

If Withdrawal Penalty funds remain for the same Cluster after the Withdrawal Penalty funds are applied to relevant study costs, System Operator will determine if the withdrawn Interconnection Customers, at any point in the Cluster Study Process, shared cost assignment for one or more Network Upgrades with any remaining Interconnection Customers in the same Cluster based on the Cluster Study Report, Cluster Restudy Report(s), Interconnection Facilities Study Report, and any subsequent issued restudy report issued for the Cluster.

In Section 3.7.1.2 of this ETU IP, shared cost assignments for Network Upgrades refers to the cost of Network Upgrades still needed for the same Cluster for which an Interconnection Customer, prior to withdrawing its Interconnection Request, shared the obligation to fund along with Interconnection Customers that have executed an ETU IA, or requested the ETU IA to be filed unexecuted.

If System Operator's assessment determines that there are no shared cost assignments for any Network Upgrades in the same Cluster for the withdrawn Interconnection Customer, or determines that the withdrawn Interconnection Customer's withdrawal did not cause a net increase in the shared cost assignment for any remaining Interconnection Customers' Network Upgrade(s) in the same Cluster, System Operator will return any remaining Withdrawal Penalty funds to the withdrawn Interconnection Customer(s). Such remaining Withdrawal Penalty funds will be returned to withdrawn Interconnection



Customers based on the proportion of each withdrawn Interconnection Customer's contribution to the total amount of Withdrawal Penalty funds collected for the Cluster (i.e., the total amount before the initial disbursement required under Section 3.7.1.2.1 of this ETU IP). System Operator must make such disbursement within sixty (60) Calendar Days of the date on which all Interconnection Customers in the same Cluster have either: (1) withdrawn or been deemed withdrawn; (2) executed an ETU IA; or (3) requested an ETU IA to be filed unexecuted. For the withdrawn Interconnection Customers that System Operator determines have caused a net increase in the shared cost assignment for one or more Network Upgrade(s) in the same Cluster under Section 3.7.1.2.3(a) of this ETU IP, System Operator will determine each such withdrawn Interconnection Customers' Withdrawal Penalty funds remaining balance that will be applied toward net increases in Network Upgrade shared costs calculated under Sections 3.7.1.2.3(a) and 3.7.1.2.3(b) of this ETU IP based on each such withdrawn Interconnection Customer's proportional contribution to the total amount of Withdrawal Penalty funds collected for the same Cluster (i.e., the total amount before the initial disbursement requirement under Section 3.7.1.2.1 of this ETU IP).

If the System Operator's assessment determines that there are shared cost assignments for Network Upgrades in the same Cluster, System Operator will calculate the remaining Interconnection Customers' net increase in cost assignment for Network Upgrades due to a shared cost assignment for Network Upgrades with the withdrawn Interconnection Customer and distribute Withdrawal Penalty funds as described in Section 3.7.1.2.3, depending on whether the withdrawal occurred before the withdrawing Interconnection Customer executed the ETU IA (or filed unexecuted), as described in Section 3.7.1.2.3(a) of this ETU IP, or after such execution (or filing unexecuted) of an ETU IA, as described in Section 3.7.1.2.3(b) of this ETU IP.

As discussed in Section 3.7.1.2.4, System Operator will amend executed (or filed unexecuted) ETU IAs of the remaining Interconnection Customers in the same Cluster to apply the remaining Withdrawal Penalty funds to reduce net increases in Interconnection Customers' Network Upgrade cost assignment and associated financial security requirements under Article 11.5 of the pro forma ETU IA attributable to the impacts of withdrawn Interconnection Customers on Interconnection Customers remaining in the same Cluster that had a shared cost assignment for Network Upgrades with the withdrawn Interconnection Customers.

### **3.7.1.2.3 Impact Calculations**

#### **3.7.1.2.3(a) Impact Calculation for Withdrawals During the Cluster Study Process**

If an Interconnection Customer withdraws before it executes, or requests the unexecuted filing of, its ETU IA, the System Operator will distribute in the following manner the Withdrawal Penalty funds to reduce the Network Upgrade cost impact on the remaining Interconnection Customers in the same Cluster who had a shared cost assignment for a Network Upgrade with the withdrawn Interconnection Customer.

To calculate the reduction in the remaining Interconnection Customers' net increase in Network Upgrade costs and associated financial security requirements under Article 11.5 of the pro forma ETU IA, the System Operator will determine the financial impact of a withdrawing Interconnection Customer on other Interconnection Customers in the same Cluster that shared an obligation to fund the same Network Upgrade(s). System Operator shall calculate this financial impact once all Interconnection Customers in the same Cluster either: (1) have withdrawn or have been deemed withdrawn; (2) executed an ETU IA; or (3) request an ETU IA to be filed unexecuted. System Operator will perform the financial impact calculation using the following steps.

First, System Operator must determine which withdrawn Interconnection Customers shared an obligation to fund Network Upgrades with Interconnection Customers from the same Cluster that have ETU IAs that are executed or have been requested to be filed unexecuted. Next, System Operator shall perform the calculation of the financial impact of a withdrawal on another Interconnection Request in the same Cluster by performing a comparison of the Network Upgrade cost estimates between each of the following:

- (1) Cluster Study phase to Cluster Restudy phase (if Cluster Restudy was necessary);
- (2) Cluster Restudy phase to Interconnection Facilities Study phase (if a Cluster Restudy was necessary);

(3) Cluster Study phase to Interconnection Facilities Study phase (if no Cluster Restudy was performed);

(4) Interconnection Facilities Study phase to any subsequent restudy that was performed before the execution or filing of an unexecuted ETU IA;

(5) the restudy to the executed, or filed unexecuted, ETU IA (if a restudy was performed after the Facilities Study phase and before the execution or filing of an unexecuted ETU IA).

If, based on the above calculations, System Operator determines:

(i) that the costs assigned to an Interconnection Customer in the same Cluster for Network Upgrades that a withdrawn Interconnection Customer shared cost assignment for increased between any two studies, and

(ii) after the impacted Interconnection Customer's ETU IA was executed or filed unexecuted, Interconnection Customer's cost assignment for the relevant Network Upgrade is greater than it was prior to the withdrawal of Interconnection Customer in the same Cluster that shared cost assignment for the Network Upgrade,

then System Operator shall apply the withdrawn Interconnection Customer's Withdrawal Penalty funds that has not already been applied to study costs in the amount of the financial impact by reducing, in the same Cluster, the remaining Interconnection Customer's Network Upgrade costs and associated financial security requirements under Article 11.5 of the pro forma ETU IA.

If System Operator determines that more than one Interconnection Customer in the same Cluster was financially impacted by the same withdrawn Interconnection Customer, System Operator will apply the relevant withdrawn Interconnection Customer's Withdrawal Penalty funds that has not already been applied to study costs to reduce the financial impact to each Interconnection Customer based on each Interconnection Customer's proportional share of the financial impact, as determined by either the Proportional Impact Method if it is a System Network Upgrade or on a per capita basis if it is a Substation Network Upgrade, as described under Section 4.2.1 of this ETU IP.

#### **3.7.1.2.3(b) Impact Calculation for Withdrawals in the Same Cluster After the Cluster Study Process**

If an Interconnection Customer withdraws after it executes, or requests the unexecuted filing of, its ETU IA, System Operator will distribute in the following manner the remaining Withdrawal Penalty funds to reduce the Network Upgrade cost impact on the remaining Interconnection Customers in the same Cluster who had a shared cost assignment with the withdrawn Interconnection Customer for one or more Network Upgrades.

System Operator will determine the financial impact on the remaining Interconnection Customers in the same Cluster within thirty (30) Calendar Days after the withdrawal occurs. The System Operator will determine that financial impact by comparing the Network Upgrade cost funding obligations Interconnection Customers shared with the withdrawn Interconnection Customer before the withdrawal of Interconnection Customer and after the withdrawal of Interconnection Customer. If that comparison indicates an increase in Network Upgrade costs for an Interconnection Customer, System Operator shall apply the withdrawn Interconnection Customer's Withdrawal Penalty funds to the increased costs each impacted Interconnection Customer in the same Cluster experienced associated with such Network Upgrade(s) in proportion to each Interconnection Customer's increased cost assignment, as determined by System Operator.

#### **3.7.1.2.4 Amending ETU IA to Apply Reductions to Interconnection Customer's Assigned Network Upgrade Costs and Associated Financial Security Requirement with Respect to Withdrawals in the Same Cluster**

Within thirty (30) Calendar Days of all Interconnection Customers in the same Cluster having: (1) withdrawn or been deemed withdrawn; (2) executed an ETU IA; or (3) requested an ETU IA to be filed unexecuted, System Operator must perform the calculations described in Section 3.7.1.2.3(a) of this ETU IP and provide such Interconnection Customers with an amended ETU IA that provides the reduction in Network Upgrade cost assignment and associated reduction to Interconnection Customer's financial security requirements, under Article 11.5 of the pro forma ETU IA, due from Interconnection Customer to the Interconnecting Transmission Owner.

Where an Interconnection Customer executes the ETU IA (or requests the filing of an unexecuted ETU IA) and is later withdrawn or its ETU IA is terminated, System Operator must, within thirty (30) Calendar Days of such withdrawal or termination, perform the calculations described in Section 3.7.1.2.3(b) of this

ETU IP and provide such Interconnection Customers in the same Cluster with an amended ETU IA that provides the reduction in Network Upgrade cost assignment and associated reduction to Interconnection Customer's financial security requirements, under Article 11.5 of the pro forma ETU IA, due from Interconnection Customer to Interconnecting Transmission Owner.

Any repayment by Interconnecting Transmission Owner to Interconnection Customer under Article 11.4 of the pro forma ETU IA of amounts advanced for Network Upgrades after the Generating Facility achieves Commercial Operation shall be limited to Interconnection Customer's total amount of Network Upgrade costs paid and associated financial security provided to Interconnecting Transmission Owner under Article 11.5 of the pro forma ETU IA.

#### **3.7.1.2.5 Final Distribution of Withdrawal Penalty Funds**

If Withdrawal Penalty funds remain for the Cluster after the Withdrawal Penalty funds are applied to relevant study costs and net increases in shared cost assignments for Network Upgrades to remaining Interconnection Customers, System Operator or Interconnecting Transmission Owner, as appropriate, will return any remaining Withdrawal Penalty funds to the withdrawn Interconnection Customers in the same Cluster net of the amount of each withdrawn Interconnection Customer's Withdrawal Penalty funds applied to study costs and net increases in shared cost assignments for Network Upgrades to remaining Interconnection Customers.

### **3.8 Identification of Contingent Facilities.**

System Operator shall identify Contingent Facilities before the execution of the ETU IA by reviewing the Interconnection Facilities and Network Upgrades associated with an Interconnection Request with a higher Queue Position or the list of transmission projects planned or proposed for the New England Transmission System to identify those upgrades that are not yet in service but upon which the Interconnection Request's costs, timing, and study findings are dependent, and if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing. Planned or proposed upgrades will be identified as Contingent Facilities for an Interconnection Request if the absence of those upgrades would cause additional Adverse System Impacts to be identified in the Cluster Study, using the same conditions as those used in the Cluster Study. The thresholds for identification of Adverse System Impact for the purpose of identifying Contingent Facilities will be as follows: (i) an increase in the flow in an element by at least two percent of the element's rating and that causes that flow to exceed that element's appropriate

thermal rating by more than two percent where the appropriate thermal rating is the normal rating with all lines in service and the long time emergency or short time emergency rating after a contingency; (ii) a change of at least one percent in a voltage that causes a voltage level that is higher or lower than the appropriate high or low rating by more than one percent; (iii) an increase of at least a one percent change in the short circuit current experienced by an element and that causes a short circuit stress that is higher than an element's interrupting or withstand capability; or (iv) the introduction of a violation of stability criteria. Contingent Facilities that are identified during the evaluation of the Interconnection Request shall be documented in the Cluster Study report or the ETU IA for the Elective Transmission Upgrade. System Operator shall also provide, upon request of Interconnection Customer, the estimated Interconnection Facility and/or Network Upgrade costs and estimated in-service completion time for each identified Contingent Facilities when this information is readily available and not commercially sensitive.

### **3.9 Penalties for Failure to Meet Study Deadlines.**

(1) System Operator or Interconnecting Transmission Owner shall be subject to a penalty if it fails to complete a Cluster Study, Cluster Restudy, Interconnection Facilities Study, or Affected Systems Study by the applicable deadline set forth in this ETU IP. The responsibilities of System Operator and Interconnecting Transmission Owner in the conduct of such studies are set forth in the Transmission Operating Agreement and ISO New England Planning Procedures. System Operator or Interconnecting Transmission Owner must pay the penalty for each late Cluster Study, Cluster Restudy, and Interconnection Facilities Study on a pro rata basis per Interconnection Request to all Interconnection Customer(s) included in the relevant study that did not withdraw, or were not deemed withdrawn, from System Operator's interconnection queue before the missed study deadline in proportion to each Interconnection Customer's final study cost. System Operator or Interconnecting Transmission Owner must pay the penalty for a late Affected Systems Study on a pro rata basis per interconnection request to all Affected System Interconnection Customer(s) included in the relevant Affected System Study that did not withdraw, or were not deemed withdrawn, from the host transmission provider's interconnection queue before the missed study deadline in proportion to each Interconnection Customer's final study cost. Except as provided below, the study delay penalty for each late study shall be distributed no later than forty-five (45) Calendar Days after the late study has been completed.

(2) For penalties assessed in accordance with this Section, the penalty amount will be equal to: \$1,000 per Business Day for delays of Cluster Studies beyond the applicable deadline set forth in this ETU IP;

\$2,000 per Business Day for delays of Cluster Re-Studies beyond the applicable deadline set forth in this ETU IP; \$2,000 per Business Day for delays of Affected System Studies beyond the applicable deadline set forth in this ETU IP; and \$2,500 per Business Day for delays of Interconnection Facilities Studies beyond the applicable deadline set forth in this ETU IP. The total amount of a penalty assessed under this Section shall not exceed: (a) one hundred percent (100%) of the initial study deposit(s) received for all of the Interconnection Requests in the Cluster for Cluster Studies and Cluster Restudies; (b) one hundred percent (100%) of the initial study deposit received for the single Interconnection Request in the study for Interconnection Facilities Studies; and (c) one hundred percent (100%) of the study deposit(s) that System Operator or Interconnecting Transmission Owner collects for conducting the Affected System Study.

(3) System Operator or Interconnecting Transmission Owner may appeal to the Commission any penalties imposed under this Section. Any such appeal must be filed no later than forty-five (45) Calendar Days after the late study has been completed. While an appeal to the Commission is pending, System Operator or Interconnecting Transmission Owner shall remain liable for the penalty, but need not distribute the penalty until forty-five (45) Calendar Days after (1) the deadline for filing a rehearing request has ended, if no requests for rehearing of the appeal have been filed, or (2) the date that any requests for rehearing of the Commission's decision on the appeal are no longer pending before the Commission. The Commission may excuse System Operator or Interconnecting Transmission Owner from penalties under this Section for good cause.

(4) No penalty will be assessed under this Section where a study is delayed by ten (10) Business Days or less. If the study is delayed by more than ten (10) Business Days, the penalty amount will be calculated from the first Business Day the System Operator or Interconnecting Transmission Owner misses the applicable study deadline.

(5) If (a) System Operator or Interconnecting Transmission Owner needs to extend the deadline for a particular study subject to penalties under this Section and (b) all Interconnection Customers or Affected System Interconnection Customers included in the relevant study mutually agree to such an extension, the deadline for that study shall be extended thirty (30) Business Days from the original deadline. In such a scenario, no penalty will be assessed for System Operator or Interconnecting Transmission Owner missing the original deadline.

(6) No penalties shall be assessed until the third Cluster Study cycle (including any Transitional Cluster Study cycle, but not Transitional Serial Interconnection Facilities Studies) after the Commission-approved effective date of System Operator's filing made in compliance with the Final Rule in Docket No. RM22-14-000.

(7) System Operator and Interconnecting Transmission Owner must maintain on its OASIS or its public website summary statistics related to penalties assessed under this Section, updated quarterly. For each calendar quarter, System Operator and Interconnecting Transmission Owner must calculate and post (1) the total amount of penalties assessed under this Section during the previous reporting quarter and (2) the highest penalty assessed under this Section paid to a single Interconnection Customer or Affected System Interconnection Customer during the previous reporting quarter. System Operator and Interconnecting Transmission Owner must post on their respective OASIS or website these penalty amounts for each calendar quarter within thirty (30) Calendar Days of the end of the calendar quarter. System Operator and Interconnecting Transmission Owner must maintain the quarterly measures posted on their respective OASIS or website for three (3) calendar years with the first required posting to be the third Cluster Study cycle (including any Transitional Cluster Study cycle, but not Transitional Serial Interconnection Facilities Studies) after System Operator transitions to the Cluster Study Process.

## **SECTION 4. INTERCONNECTION REQUEST EVALUATION PROCESS.**

### **4.1 Queue Position.**

#### **4.1.1 Assignment of Queue Position**

System Operator shall assign a Queue Position based upon the date and time of receipt of the valid Interconnection Request provided all items required pursuant to the provisions of Section 3.4.2 of this ETU IP are received. All Interconnection Requests submitted and deemed valid in a single Cluster Request Window shall be considered equally queued.

A higher Queue Position assigned to an Interconnection Request is one that has been placed "earlier" in the queue in relation to another Interconnection Request that is assigned a lower Queue Position. All requests studied in a single Cluster shall be considered equally queued. Interconnection Customers that are part of a Cluster initiated earlier in time than an instant Cluster Study shall be considered to have a higher Queue Position than Interconnection Customers that are part of Cluster initiated later than an instant Cluster.



Any ongoing CSIS or CFAC as of June 13, 2024 shall include the Interconnection Requests that were identified as eligible to participate in the CSIS and CFAC and met the associated requirements for inclusion in said studies in accordance with Section 4.2 of this ETU IP. An Interconnection Request included in a cluster shall consider a higher queued Interconnection Request not included in the cluster. A lower queued Interconnection Request that is not included in such a CSIS or CFAC shall consider all of the higher queued Interconnection Requests that are part of such a CSIS or CFAC.

#### **4.1.1 Considerations Related to Achieving CNI Interconnection Service.**

Participation in a CNR Group Study was required to achieve CNR Interconnection Service and CNI Interconnection Service prior to September 4, 2024.

After September 4, 2024, the Transitional Cluster Study, Transitional CNR Group Study or the Cluster Study processes shall be the only means for Interconnection Customers to achieve CNR Interconnection Service and CNI Interconnection Service under this Schedule 25.

Interconnection Requests submitted to Interconnecting Transmission Owners or their distribution company affiliates pursuant to the applicable state tariff, rules or procedures that have obtained Proposed Plan Application approval from the System Operator pursuant to Section I.3.9 of the Tariff shall be included in the Base Case for Transitional CNR Group Study or a Cluster Study in order of submission/approval (the dates of Proposed Plan Application approval shall be used for interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates) provided that such Section I.3.9 approval was received at least ninety (90) Calendar Days after the start of the Cluster Study consistent with Section 2.3 of this ETU IP.

#### **4.2 General Study Process.**

Interconnection Studies performed using Clustering shall be conducted in such a manner to ensure the efficient implementation of the applicable Regional System Plan in light of the New England Transmission System's capabilities for the time period under study and consistent with Good Utility Practice.

The System Operator may use subgroups in the Cluster Study Process. If the System Operator elects to use subgroups in the Cluster Study Process, System Operator must publish the criteria used to define and determine subgroups on its OASIS or public website, prior to the opening of a Cluster Request Window.

#### **4.2.1 Triggers for CRPS.**

The System Operator, at its discretion, may initiate a CRPS pursuant to Section 15 of Attachment K, Section II of the Tariff, when it identifies any of the following interconnection circumstances:

- (1) the withdrawal from the Cluster Study Process of two (2) or more Interconnection Requests for resources in the same electrical part of the New England Control Area; or
- (2) where procurements are underway for resources in the same electrical part of the New England Control Area;

and, none of the resources described in (1) or (2) above will be able to interconnect to the Administered Transmission System without the use of common significant new transmission line infrastructure rated at or above 115 kV AC or HVDC.

System Operator may also initiate a CRPS in an electrical part of the New England Control Area where System Operator previously identified the need for a CETU to interconnect new resources.

#### **4.2.2 Notice of Initiation of CRPS.**

When the System Operator identifies the interconnection circumstances in Section 4.2.1 of this ETU IP, the System Operator will provide notice to the Planning Advisory Committee of the initiation of a CRPS in accordance with Section 15.1 of Attachment K, Section II of the Tariff. The System Operator will perform a CRPS to identify the CETU and associated system upgrades to enable the interconnection of potentially all of the resources for which the interconnection circumstances described in Section 4.2.1 of this ETU IP were identified, consistent with Section 15.2 of Attachment K. The results of the CRPS performed under Attachment K will inform the Cluster entry process and requirements for Interconnection Requests for Generating Facilities and Elective Transmission Upgrades that need the CETU to meet the interconnection standards in Schedules 22, 23, or 25 of the OATT. The System Operator will provide notice to Interconnection Customers with Interconnection Request identified as needing the CETU to meet the interconnection standards prior to or at the Cluster Scoping Meeting.

## **4.2.3 Requirements for CETU-Eligible Interconnection Requests.**

### **4.2.3.1 Cluster Entry Requirements for CETU-Eligible Interconnection Requests.**

**4.2.3.1.1 CRPS Completed Prior to Transitional Cluster Study** For a CRPS that was completed prior to the start of the Transitional Cluster Study, and for which a CSIS has not commenced, all Interconnection Requests identified in the final CRPS report, by Queue Position as assigned in accordance with Section 4.1 of this ETU IP, shall be eligible to elect to enter the Transitional Cluster Study under Section 5.1.1.2 of this ETU IP. By the deadline to return the Transitional Cluster Study Agreement, an Interconnection Customer with an Interconnection Request identified in the final CRPS report as eligible to elect to enter the Transitional Cluster Study must, in writing:

1. withdraw the Interconnection Request, pursuant to Section 3.7; or
2. request to be included in the Transitional Cluster Study, meet the requirements specified in Section 5.1.1.2, (except for the Commercial Readiness Deposit) and submit to the System Operator the CETU Participation Deposit specified in Section 4.2.3.2 of this ETU IP. Such deposit shall be in cash.

If, by the deadline to submit the Transitional Cluster Study Agreement, Interconnection Customer fails to withdraw its Interconnection Request or request to be included in the Transitional Cluster Study and meet the requirements specified in this Section 4.2.3.1.1, then the Interconnection Request will be automatically withdrawn from the interconnection queue without further opportunity to cure. If Interconnection Customer elects option (2) above and does not meet all of the CSIS entry requirements specified in this Section 4.2.3.1.1 by the deadline to submit the Transitional Cluster Study Agreement, the Interconnection Request will be automatically withdrawn from the interconnection queue as of that date without further opportunity to cure. If an initial CETU Participation Deposit had been submitted as part of an otherwise incomplete Transitional Cluster Study entry requirements submission, the initial CETU Participation Deposit will be refunded at the time the Interconnection Request is withdrawn.

**4.2.3.1.2 CRPS Initiated After the Transitional Cluster Study.** All Interconnection Requests that, based on a final CRPS report that the System Operator has completed pursuant to Attachment K, reasonably expect to, or have been notified by System Operator that they need, the CETU and associated system upgrades identified in that final CRPS report must request to be included in the Cluster Study, meet the requirements specified in Section 5.1.1.2 (with the exception of the Commercial Readiness

Deposit), and submit to the System Operator the CETU Participation Deposit specified in Section 4.2.3.2 of this ETU IP. Such deposit shall be in cash. If Interconnection Customer does not meet all of the entry requirements specified in this Section 4.2.3.1.2 by close of the Cluster Request Window, the Interconnection Request will be automatically withdrawn from the interconnection queue as of the close of the Cluster Entry Window without further opportunity to cure. If an initial CETU Participation Deposit had been submitted as part of the incomplete Interconnection Request, the initial CETU Participation Deposit will be refunded at the time the Interconnection Request is withdrawn.

Where a CRPS under Attachment K, has not been completed prior to the opening of a Cluster Entry Window, Interconnection Requests in the electrical part of the system subject to the CRPS will be eligible to participate in the next Cluster Study following completion of the CRPS.

#### **4.2.3.2 CETU Participation Deposit for CETU Eligible Interconnection Requests.**

By close of the Cluster Request Window, Interconnection Customer must submit to the System Operator, for a CETU eligible project, a deposit equal to: (a) for an External ETU, five (5) percent of Interconnection Customer's cost allocation responsibility for the CETU and associated system upgrades to be determined based on the cost estimates provided in the final CRPS report, or (b) for an Internal ETU, the lesser of \$1,000,000 or five (5) percent of Interconnection Customer's estimated costs for the Internal ETU as of the time the initial Cluster Participation Deposit is due. If the System Operator subsequently identifies that an Internal ETU has met the requirements to take the place of a CETU, or portion thereof, pursuant to Section 4.2.3.4 of this ETU IP, the initial CETU Participation Deposit will be reduced to exclude the costs associated with the CETU, or portion thereof, that is being replaced by the Internal ETU, and Interconnection Customer shall be refunded the corresponding amount. Cost allocation of the CETU and associated system upgrades shall be in accordance with Schedule 11, Section II of this Tariff.

The initial CETU Participation Deposit will be fully refunded (with interest to be calculated in accordance with Section 3.6 of this ETU IP) to Interconnection Customer with an Interconnection Request that met the cluster entry requirements: (i) if the CETU is initially undersubscribed by more than ten (10) percent of the quantity of megawatts that the CETU developed through the CRPS was designed to enable and Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.6, before the Cluster Study starts, (ii) if the CETU is initially oversubscribed as described in Section 4.2.3.3.2 of this ETU IP (e.g., the CETU developed through the CRPS is designed to enable 1,000 MW and more than

1,000 MW meet the Cluster Study or Transitional Cluster Study entry requirements), in which case the CETU Participation Deposits will be refunded to Interconnection Customers with Interconnection Requests corresponding to the oversubscribed megawatt quantities, (iii) if the cost estimates for the CETU and the associated system upgrades provided in the final CRPS report for the entire cluster have increased by twenty-five (25) percent or more when compared to the cost estimates provided in the draft Transitional Cluster Study, draft Cluster Study Report or the draft Facilities Study report and Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.6, within thirty (30) Calendar Days after receipt of the draft Cluster Study Report or the draft Facilities Study report in accordance with Sections 7.5 and 8.3 of this ETU IP, respectively; (iv) if at the time Interconnection Customer with an Interconnection Request included in the CSIS provides to the Interconnecting Transmission Owner the deposit specified in Section 11.3.1.2 of this LGIP or (v) if all Interconnection Requests included in the cluster withdraw from the interconnection queue.

Otherwise, the CETU Participation Deposit shall be non-refundable if Interconnection Customer withdraws its Interconnection Request or the Interconnection Request is withdrawn from the interconnection queue at any time after the Customer Engagement Window. The non-refundable initial CETU Participation Deposits shall be re-allocated, according to the cost allocation methodology contained in Schedule 11, to Interconnection Customers with Interconnection Requests included in a cluster at the time the facilities proposed in the Interconnection Requests achieve Commercial Operation.

#### **4.2.3.3 CETU Filling and Oversubscription.**

For purposes of the Transitional Cluster Study, the CETU shall be filled with all Interconnection Requests in the same electrical part of the New England Control Area that the System Operator previously identified as needing the CETU identified in the final CRPS report and that met the Transitional Cluster Study entry requirements by the Cluster Request Window up to the approximate megawatt quantity identified in the final CRPS report as potentially enabled by the CETU. The Interconnection Requests will be included Transitional Cluster Study in queue order, based on the Queue Positions assigned in accordance with Section 4.1 of this ETU IP, relative to other eligible Interconnection Requests. In the event that the CETU is filled and lower queued Interconnection Requests remain, such requests shall be withdrawn by System Operator, all remaining deposits will be refunded, and System Operator may initiate a new CRPS under Attachment K in the same electrical area of the system.

For Cluster Studies, the CETU shall be filled with all Interconnection Requests in the same electrical part of the New England Control Area submitted during the next Cluster Request Window following the publication of the final CRPS report that the System Operator determines need the CETU identified in the final CRPS report and meet the Cluster Study entry requirements by close of the Cluster Entry Window up to the approximate megawatt quantity identified in the final CRPS as potentially enabled by the CETU. If the Interconnection Requests identified by the System Operator as needing the CETU identified in the final CRPS report that elect to enter the the Cluster Study exceed the quantity of megawatts identified as potentially enabled by the CETU in the final CRPS report, the System Operator shall fill the CETU first with Interconnection Requests for Generating Facilities that have been selected in, or are contractually bound by, a state-sponsored request for proposals. In the event that the CETU is filled and additional Interconnection Requests are not able to be included, such requests will not proceed into the Cluster Study, all deposits associated with the oversubscribed Interconnection Requests will be refunded, System Operator may initiate a new CRPS under Attachment K in the same electrical area of the system.

#### **4.2.4. Cluster Interconnection Facilities Study.**

The following provisions shall only apply to Interconnection Customers that executed a CFAC prior to the effective date of this ETU IP.

Notwithstanding any other provision in this ETU IP, an Interconnection Customer with an Interconnection Request included in a completed CSIS will not be eligible to waive the, or request a separate, CFAC. All Interconnection Customers with an Interconnection Request included in a completed CSIS shall be studied together in the CFAC for the purpose of implementing the conclusions of the CSIS with respect to non-sole use facilities.

**4.2.4.1 Cluster Interconnection Facilities Study Entry Requirements.** An Interconnection Customer with an Interconnection Request that was included in a completed CSIS shall execute an Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to the System Operator, together with the required technical data and refundable deposit for the Interconnection Facilities Study as specified in Section 8.1 of this ETU IP.

**4.2.4.2. Scope of Interconnection Facilities Study.** The CFAC will be conducted in accordance with Sections 8.2 and 8.3 of this ETU IP based on a +/- 20 percent good faith cost estimate.

**4.2.4.3 Re-study of the Interconnection Facilities Study.** In addition to the circumstances specified in Section 8.5 of this ETU IP, a re-study of the CFAC is required due to the withdrawal of an Interconnection Request that had been included in the CFAC. A re-study of the CSIS and CFAC will be conducted to determine if there are any changes in the upgrades identified during the CSIS and CFAC with the exception of the CETU identified in the final CRPS report, which shall remain configured consistent with the megawatt quantity(ies) considered in the final CRPS report.

**4.2.4.4 Additional CETU Participation Deposit.** Within thirty (30) Calendar Days after receipt of the final CFAC report in accordance with Section 8.3 of this ETU IP, an Interconnection Customer with an Interconnection Request included in the CFAC shall submit to the System Operator an additional CETU Participation Deposit equal to: (a) for an External ETU, five (5) percent of Interconnection Customer's cost allocation responsibility for the CETU and associated system upgrades to be determined based on the cost estimates provided in the final CFAC report, or (b) for an Internal ETU, the lesser of \$1,000,000 or five (5) percent of Interconnection Customer's estimated costs for the Internal ETU as of the time the additional Cluster Participation Deposit is due. Cost allocation of the CETU and associated system upgrades shall be in accordance with Schedule 11, Section II of this Tariff.

The additional CETU Participation Deposit provided under this Section 4.2.4.4 will be fully refunded (with interest to be calculated in accordance with Section 3.6 of this ETU IP) to Interconnection Customer that submitted the additional CETU Participation Deposit (i) at the time Interconnection Customer with an Interconnection Request included in this CSIS provides to the Interconnecting Transmission Owner the deposit specified in section 11.3.1.2 of this ETU IP or (ii) if all Interconnection Requests included in the cluster withdraw from the interconnect queue.

Otherwise, the additional CETU Participation Deposit shall be non-refundable if Interconnection Customer withdraws its Interconnection Request or the Interconnection Request is withdrawn from the interconnection queue. The non-refundable additional CETU Participation Deposits shall be re-allocated, according to the cost allocation methodology contained in Schedule 11, to Interconnection Customers with Interconnection Requests included in a cluster at the time the facilities proposed in the Interconnection Requests achieve Commercial Operation.

#### **4.3 Transferability of Queue Position.**

An Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Elective Transmission Upgrade identified in the Interconnection Request and the Point of Interconnection does not change. Interconnection Customer must notify the System Operator, in writing, of any transfers of Queue Position and must provide the System Operator with the transferee's contact information, and System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same.

#### **4.4 Modifications.**

Interconnection Customer shall submit to System Operator and Interconnecting Transmission Owner, in writing, modifications to any information provided in the Interconnection Request, including its attachments. Interconnection Customer shall retain its Queue Position if the modifications are in accordance with Sections 4.4.1, 4.4.4, or 7.5 of this ETU IP, or are determined not to be Material Modifications pursuant to Section 4.4.2. The System Operator will notify the Interconnecting Transmission Owner, and, when System Operator deems it appropriate in accordance with applicable codes of conduct and confidentiality requirements, it will notify any Affected Party or Internal Affected Party of such modifications.

A new Interconnection Request shall be required to: (1) increase the capability of an Elective Transmission Upgrade above that specified in an Interconnection Request, or an existing Interconnection Agreement (whether executed or filed in unexecuted form with the Commission); (2) change from NI Interconnection Service to CNI Interconnection Service, in which case a new Interconnection Request for CNI Interconnection Service shall be required to be submitted during a future Customer Entry Window; or (3) change the objective specified in an Interconnection Request.

During the course of the Interconnection Studies, System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request. To the extent the identified changes do not constitute a Material Modification and are acceptable to the Parties, such acceptance not to be unreasonably withheld, System Operator and Interconnecting Transmission Owner shall modify the Point(s) of Interconnection prior to the completion of a Cluster Study and Interconnection Customer shall retain its Queue Position.



**4.4.1** Prior to the return of the Cluster Study Agreement, or Transitional Cluster Study Agreement, modifications permitted under this Section shall include specifically: (a) a decrease of up to 60 percent in the capability of the proposed project; (b) modifying the technical parameters associated with the Elective Transmission Upgrade technology or characteristics; and (c) modifying the interconnection configuration.

**4.4.2** Prior to making any modification other than those specifically permitted by Sections 4.4.1, 4.4.4, or 7.5 of this ETU IP, Interconnection Customer may first request that System Operator and Interconnecting Transmission Owner evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, System Operator in consultation with Interconnecting Transmission Owner, and in consultation with any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall evaluate, at Interconnection Customer's cost, the proposed modifications prior to making them and System Operator will inform Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Any change to the Point(s) of Interconnection, except those deemed acceptable under Sections 4.4.1, 6.1, 7.2 of this ETU IP or so allowed elsewhere, shall constitute a Material Modification. Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.

**4.4.3** Upon receipt of Interconnection Customer's request for modification that does not constitute a Material Modification and therefore is permitted under this Section 4.4 of this ETU IP, the System Operator in consultation with Interconnecting Transmission Owner and in consultation with any Affected Party or Internal Affected Party as deemed appropriate by System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall commence and perform any necessary additional studies as soon as practicable, but in no event shall System Operator, Interconnecting Transmission Owner, or Affected Party or Internal Affected Party commence such studies later than thirty (30) Calendar Days after receiving notice of Interconnection Customer's request. Any additional studies resulting from such modification shall be done at Interconnection Customer's cost. Any such request for modification of the Interconnection Request must be accompanied by any resulting updates to the models described in Attachment A to the Appendix 1 of this ETU IP.

**4.4.4** Extensions of less than three (3) cumulative years in the Commercial Operation Date, In-Service Date or Trial Operation Date of the Elective Transmission Upgrade to which the Interconnection Request

relates are not material and should be handled through construction sequencing, provided that the extension(s) do not exceed seven (7) years from the date the Interconnection Request was received by System Operator. For purposes of this Section 4.4.4, the Commercial Operation Date reflected in the initial Interconnection Request shall be used to calculate the permissible extension prior to Interconnection Customer executing an ETU IA or requesting that the ETU IA be filed unexecuted. After an ETU IA is executed or requested to be filed unexecuted, the Commercial Operation Date reflected in the ETU IA shall be used to calculate the permissible extension. Such cumulative extensions may not exceed three years including both extensions requested after execution of the ETU IA by Interconnection Customer or the filing of an unexecuted ETU IA by System Operator and those requested prior to execution of the ETU IA by Interconnection Customer or the filing of an unexecuted ETU IA by System Operator.

**4.4.5** Extensions of three (3) or more cumulative years in the Commercial Operation Date, In-Service Date or Trial Operation Date of the Elective Transmission Upgrade to which the Interconnection Request relates or any extension of a duration that results in the Trial Operation Date exceeding the date the Interconnection Request was received by System Operator by seven (7) or more years is a Material Modification unless Interconnection Customer demonstrates to System Operator due diligence in pursuit of permitting, licensing and construction of the Elective Transmission Upgrade to meet the Commercial Operation Date, In-Service Date or Trial Operation Date provided in the Interconnection Request. Such demonstration shall be based on evidence to be provided by Interconnection Customer of accomplishments in permitting, licensing, and construction in an effort to meet the Commercial Operation Date, In-Service Date or Trial Operation Date provided in this Interconnection Request. Such evidence may include filed documents, records of public hearings, governmental agency findings, documentation of actual construction progress, including the previous four (4) months. If the evidence demonstrates that Interconnection Customer did not undertake reasonable efforts to meet the Commercial Operation Date, In-Service Date or Trial Operation Date specified in the Interconnection Request, or demonstrates that reasonable efforts were not undertaken until four (4) months prior to the request for extension, the request for extension shall constitute a Material Modification. Interconnection Customer may then withdraw the proposed Material Modification or proceed with a new Interconnection Request for such modification.

## **SECTION 5. PROCEDURES FOR TRANSITION.**

### **5.1 Procedures for Transitioning to the Cluster Study Process**

**5.1.1** Any Interconnection Customer assigned a Queue Position as of thirty (30) Calendar Days after May 1, 2024 (the filing date of this ETU IP) shall retain that Queue Position subject to the requirements in Sections 5.1.1.1 and 5.1.1.2 of this ETU IP. Any Interconnection Customer that fails to meet the entry requirements shall have its Interconnection Request deemed withdrawn by System Operator pursuant to Section 3.7 of this ETU IP without further opportunity to cure. In such case, System Operator shall not assess Interconnection Customer any Withdrawal Penalty.

Any Interconnection Customer that has accepted a final Interconnection Facilities Study Report before the commencement of the studies under the transition process set forth in this section shall be tendered an ETU IA pursuant to Section 11 of this ETU IP, and shall not be required to enter this transition process.

System Operator shall not accept Interconnection Requests submitted after the thirty (30) Calendar Day period described in this section until such time as the first Cluster Request Window opens.

**5.1.1.1 Transitional Serial Study.** An Interconnection Customer that has been tendered an Interconnection Facilities Study Agreement (other than a CFAC Agreement) as of thirty (30) Calendar Days after May 14, 2024 (the filing date of this ETU IP) may opt to proceed with an Interconnection Facilities Study or proceed to directly to ETU IA negotiations. System Operator shall tender each eligible Interconnection Customer a Transitional Serial Interconnection Facilities Study Agreement, in the form of Appendix 6 to this ETU IP, no later than the Commission-approved effective date of this ETU IP. System Operator shall proceed with the Interconnection Facilities Study, provided that Interconnection Customer: (1) meets each of the following requirements; and (2) executes the Transitional Serial Interconnection Facilities Study Agreement within sixty (60) Calendar Days of the Commission-approved effective date of this ETU IP. If an eligible Interconnection Customer does not meet these requirements, its Interconnection Request shall be deemed withdrawn without further opportunity to cure and without penalty. System Operator must commence the Transitional Serial Interconnection Facilities Study at the conclusion of this sixty (60) Calendar Day period. Transitional Serial Interconnection Facilities Study costs shall be allocated according to the method described in Section 13.3 of this ETU IP.

All of the following must be included when an Interconnection Customer returns the Transitional Serial Interconnection Facilities Study Agreement:

- (1) A deposit equal to one hundred percent (100%) of the costs identified for Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades in Interconnection Customer's system impact study report. If Interconnection Customer does not withdraw, the deposit shall be trued up to actual costs once they are known and applied to future construction costs described in Interconnection Customer's eventual ETU IA. Any amounts in excess of the actual construction costs shall be returned to Interconnection Customer within thirty (30) Calendar Days of the issuance of a final invoice for construction costs, in accordance with Article 12.2 of the pro forma ETU IA. If Interconnection Customer withdraws or otherwise does not reach Commercial Operation, System Operator shall refund the remaining deposit after the final invoice for study costs and Transitional Withdrawal Penalty is settled. The deposit shall be in the form of an irrevocable letter of credit, or cash where cash deposits shall be treated according to Section 3.7 of this ETU IP.
- (2) Exclusive Site Control for 100% of the proposed Elective Transmission Upgrade.
- (3) A study deposit in the amount of the greater of \$250,000 or estimated study costs.

Interconnecting Transmission Owner and System Operator shall conduct each Transitional Serial Interconnection Facilities Study and issue the associated Transitional Serial Interconnection Facilities Study Report within one hundred fifty (150) Calendar Days of the Commission-approved effective date of this ETU IP.

After System Operator issues each Transitional Interconnection Facilities Study Report, Interconnection Customer shall proceed pursuant to Section 11 of this ETU IP. If Interconnection Customer withdraws its Interconnection Request or if Interconnection Customer's Elective Transmission Upgrade otherwise does not reach Commercial Operation, a Withdrawal Penalty shall be imposed on Interconnection Customer equal to nine (9) times Interconnection Customer's total study cost incurred since entering the System Operator's interconnection queue (including the cost of studies conducted under Section 5 of this ETU IP).

#### **5.1.1.2 Transitional Cluster Study**

An Interconnection Customer with an assigned Queue Position as of thirty (30) Calendar Days after May 14, 2024 (the filing date of this ETU IP) may opt to proceed with a Transitional Cluster Study. System

Operator shall tender each eligible Interconnection Customer a Transitional Cluster Study Agreement, in the form of Appendix 5 to this ETU IP, no later than the Commission-approved effective date of this ETU IP. System Operator shall proceed with the Transitional Cluster Study that includes each Interconnection Customer that: (1) meets each of the following requirements listed as (1) – (5) in this section; and (2) executes the Transitional Cluster Study Agreement within sixty (60) Calendar Days of the Commission-approved effective date of this ETU IP. All Interconnection Requests that enter the Transitional Cluster Study shall be considered to have an equal Queue Position that is lower than Interconnection Customer(s) proceeding with Transitional Serial Interconnection Facilities Study. If an eligible Interconnection Customer does not meet these requirements, its Interconnection Request shall be deemed withdrawn without penalty and with no further opportunity to cure. System Operator must commence the Transitional Cluster Study at the conclusion of this sixty (60) Calendar Day period. All identified Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrade costs shall be allocated in the manner described in Schedule 11 to the OATT. Transitional Cluster Study costs shall be allocated according to the method described in Section 13.3 of this ETU IP. Interconnection Customers for which the System Operator projects to complete the system impact studies between June 13, 2024 and August 30, 2024, shall be tendered a Transitional Cluster Study Agreement, in the form of Appendix 5 to this ETU IP, no later than the Commission-approved effective date of this ETU IP. However, if Interconnection Customer accepts the results of its system impact study on or before July 1, 2024, the System Operator shall not include the Interconnection Request in the Transitional Cluster Study and instead tender an Interconnection Agreement pursuant to Section 11 of this ETU IP, and refund any deposits associated with participation in the Transitional Cluster Study.

Notwithstanding any other provision, an Interconnection Customer with a valid Queue Position prior to June 13, 2024 that includes a Commercial Operation Date earlier than April 28, 2028, may make a one-time extension to its requested Commercial Operation Date upon entry into the Transitional Cluster Study, where any such extension shall not result in a Commercial Operation Date later than April 28, 2028

All of the following must be included when an Interconnection Customer returns the Transitional Cluster Study Agreement:

- (1) A selection of either Network Import Interconnection Service or Capacity Network Import Interconnection Service. Upon making this selection, an Interconnection Customer requesting

CNI Interconnection Service may request that System Operator reduce the Interconnection Request from CNI Interconnection Service to NI Interconnection Service if the System Operator identifies thermal violations in the analysis associated with CNI Interconnection Service testing conditions that are not identified in the analysis associated with the NI Interconnection Service testing conditions for the Interconnection Request. System Operator will notify Interconnection Customer that its Interconnection Request has been reduced to NI Interconnection Service, and list the thermal violations identified in the analysis associated with CNI Interconnection Service testing conditions in the Cluster Study Report.

- (2) A deposit of five million dollars (\$5,000,000) for all Internal Elective Transmission Upgrade Interconnection Requests and those seeking NRI Interconnection Service or CNRI Interconnection Service, and one million (\$1,000,000) for Interconnection Requests for which Interconnection Studies for NI Interconnection Service have been completed but have not achieved CNI Interconnection Service or for Interconnection Requests seeking to change from existing NI Interconnection Service to CNI Interconnection Service. The deposit shall be in the form of an irrevocable letter of credit or cash where cash deposits shall be treated according to Section 3.7 of this ETU IP. If Interconnection Customer does not withdraw, the deposit shall be reconciled with and applied towards future construction costs described in the ETU IA. Any amounts in excess of the actual construction costs shall be returned to Interconnection Customer within thirty (30) Calendar Days of the issuance of a final invoice for construction costs, in accordance with Article 12.2 of the pro forma ETU IA. If Interconnection Customer withdraws or otherwise does not reach Commercial Operation, System Operator must refund the remaining deposit once the final invoice for study costs and Transitional Withdrawal Penalty is settled.
- (3) Exclusive Site Control for 100% of the proposed Elective Transmission Upgrade.
- (4) A study deposit in the amount of \$250,000 for all Internal Elective Transmission Upgrade Interconnection Requests seeking NI Interconnection Service or CNI Interconnection Service, and one hundred thousand (\$100,000) for Interconnection Requests or which Interconnection Studies for NI Interconnection Service have been completed but have not achieved CNI Interconnection Service or for Interconnection Requests seeking to change from existing NI Interconnection Service to CNI Interconnection Service. Any unused balance of the study deposit

associated with the Interconnection Request shall be applied toward the study deposit associated with the Transitional Cluster Study Agreement.

- (5) All technical data required under Appendix 1, Attachment A and Attachment A-1 (if applicable) of this LGIP to the extent Interconnection Customer has not already provided such data.

System Operator shall conduct the Transitional Cluster Study and issue both an associated interim Transitional Cluster Study Report and an associated final Transitional Cluster Study Report. The Study Case for the Transitional Cluster Study shall include any CETU and associated system upgrades identified in a final CRPS Report prior to the opening of the Transitional Cluster Study, provided that System Operator receives Interconnection Requests that require such CETU. Consistent with the NC Interconnection Standard, the evaluation will include conditions where the projects proposed in the Interconnection Requests that are included in the CSIS are not dispatched against each other if they do not share a system constraint that would provide the basis for a redispatch condition. The CETU shall remain configured consistent with the megawatt quantity(ies) specified in the final CRPS report. In the event that all CETU-eligible Interconnection Requests withdraw from the Transitional Cluster Study, the CETU shall be removed from the Study Case. An Internal ETU can be considered, and included in the Transitional Cluster Study, in place of a CETU, or portion thereof, if all of Interconnection Customers with Interconnection Requests included in the cluster that the ISO has determined need to use the Internal ETU have indicated by the end of the deadline to submit the Transitional Cluster Study Agreement that they have a contractual commitment in place providing for Interconnection Customers to fund and the right to use the Internal ETU.

The interim Transitional Cluster Study Report shall provide the following information:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- identification of any thermal overload or voltage limit violations resulting from the interconnection;
- identification of Contingent Facilities;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and

- Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades that are expected to be required as a result of the Interconnection Request(s) and a non-binding, good faith estimate of cost responsibility and a non-binding, good faith estimated time to construct.

In addition to the information provided in the interim Transitional Cluster Study Report, the final Transitional Cluster Study Report shall provide a description of, estimated cost of, and schedule for construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades required to interconnect the Generating Facility to the Administered Transmission System that resolve issues identified in the interim Transitional Cluster Study Report.

The interim and final Transitional Cluster Study Reports shall be issued within three hundred (300) and three hundred sixty (360) Calendar Days of the Commission-approved effective date of this ETU IP, respectively, and shall be posted on System Operator's OASIS consistent with the posting of other study results pursuant to Section 3.5.1 of this ETU IP. Interconnection Customer shall have thirty (30) Calendar Days to comment on the interim Transitional Cluster Study Report, once it has been received.

After System Operator issues the final Transitional Cluster Study Report, Interconnection Customer shall proceed pursuant to Section 11 of this ETU IP. If Interconnection Customer withdraws its Interconnection Request or if Interconnection Customer's Elective Transmission Upgrade otherwise does not reach Commercial Operation, a Transitional Withdrawal Penalty will be imposed on Interconnection Customer equal to nine (9) times Interconnection Customer's total study cost incurred since entering the System Operator's interconnection queue (including the cost of studies conducted under Section 5 of this ETU IP).

#### **5.1.1.3 Transitional CNR Group Study**

In accordance with Section III.13.1.1.2.3A, System Operator shall conduct a Transitional CNR Group Study following the effective date of this LGIP. An Interconnection Customer with an assigned Queue Position as of May 1, 2024 may participate in the Transitional CNR Group Study, and consistent with Section II.48 of the Tariff, achieve CNI Interconnection Service. Any Interconnection Customer seeking to establish CNI Interconnection through this study must (1) have a valid Interconnection Request seeking CNI Interconnection Service, (2) submit a New Capacity Show of Interest Form to participate in the interim reconfiguration auction qualification process, (3) have not secured a Capacity Supply Obligation prior to September 4, 2024, (4) have a completed System Impact Study or Interconnection Agreement



establishing NI Interconnection Service on or before July 1, 2024, and 5) have a Commercial Operation Date prior to June 1, 2028.

System Operator shall conduct the study by performing an overlapping impacts analysis in the manner used for CNR Group Studies conducted prior to the effective date of this LGIP and as described in ISO Section III.13.1.1.2.3A and the ISO New England Planning Procedures. The Transitional CNR Group Study shall assure that Interconnection Customer's Large Generating Facility can be interconnected in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resources and Elective Transmission Upgrades with CNI Interconnection Service, in accordance with the CC Interconnection Standard and as detailed in the ISO New England Planning Procedures.

Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service submitted to the System Operator pursuant to Schedules 22, 23, or 25 of Section II of the Tariff and interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates pursuant to the applicable state tariff, rules or procedures that have obtained Proposed Plan Application approval from the System Operator pursuant to Section I.3.9 of the Tariff shall be included in the Transitional CNR Group Study in order of submission/approval (the dates of submission shall be used for Interconnection Requests submitted to the System Operator and the dates of Proposed Plan Application approval shall be used for interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates). Interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates that have not yet received the System Operator's approval for their Proposed Plan Applications under Section I.3.9 of the Tariff at the commencement of the Transitional CNR Group Study shall be included in the Transitional CNR Group Study after all Interconnection Requests submitted to the System Operator pursuant to Schedules 22, 23, or 25 of Section II of the Tariff and all interconnection requests submitted to Interconnecting Transmission Owners or their distribution company affiliates pursuant to the applicable state tariff, rules or procedures that have obtained Proposed Plan Application approval from the System Operator pursuant to Section I.3.9 of the Tariff have been included in the Transitional CNR Group Study in order of submission to the Interconnecting Transmission Owners or their distribution company affiliates.

Where an Interconnection Customer with a CNR or CNI Interconnection Service Interconnection Request submits a Show of Interest Form to participate in the Transitional CNR Group Study, and identifies in that Show of Interest Form that one or more Elective Transmission Upgrade Interconnection Request(s)

for an Internal ETU (with a completed Interconnection System Impact Study), that is not already included in the network model pursuant to Section III.12 of the Tariff supports its deliverability, the CNR or CNI Interconnection Request will be included in the Transitional CNR Group Study at the lowest of the CNR or CNI Interconnection Request's or its associated Elective Transmission Upgrade Interconnection Request(s) for the Internal ETU's Queue Position. Where multiple Interconnection Customers' CNR or CNI Interconnection Service Interconnection Requests are associated with the same lower Queue Position for an Elective Transmission Upgrade Interconnection Request for an Internal ETU in the CNR Group Study, the CNR Interconnection Request's Queue Position will be used as the tie breaker to dictate the relative order in which the CNR Interconnection Service Interconnection Request will be included in the CNR Group Study.

Any Interconnection Customer seeking to participate in the Transitional CNR Group Study that receives a qualification determination notification under Section III.13.1.1.2.8 of the Tariff, must provide, a Commercial Readiness Deposit of one million dollars (\$1,000,000) in the form of an irrevocable letter of credit, cash, or a combination thereof prior to the opening of the window to elect critical path schedule monitoring. Such deposit shall be refunded to Interconnection Customer: upon the Elective Transmission Upgrade achieving Commercial Operation. If Interconnection Customer does not achieve Commercial Operation, System Operator shall refund the deposit to Interconnection Customer in accordance with Section 3.7 of this ETU IP.

## **5.2 New System Operator or Interconnecting Transmission Owner.**

If System Operator transfers operational control of the New England Transmission System to a successor System Operator during the period when an Interconnection Request is pending, System Operator shall transfer to successor System Operator any amount of the deposit or payment with interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by this ETU IP shall be paid by or refunded to Interconnection Customer, as appropriate. System Operator shall coordinate with successor System Operator to complete any Interconnection Study, as appropriate, that System Operator has begun but has not completed.

If Interconnecting Transmission Owner transfers ownership of its transmission facilities to a successor transmission owner during the period when an Interconnection Request is pending, and System Operator in conjunction with Interconnecting Transmission Owner has tendered a draft ETU IA to Interconnection

Customer but Interconnection Customer has not either executed the ETU IA or requested the filing of an unexecuted ETU IA with the Commission, unless otherwise provided, Interconnection Customer must complete negotiations with successor transmission owner.

## **SECTION 6. INTERCONNECTION INFORMATION ACCESS.**

### **6.1 Publicly Posted Interconnection Information.**

System Operator shall maintain and make publicly available: (1) an interactive visual representation of the estimated incremental injection capacity (in megawatts) available at each point of interconnection on the Administered Transmission System under N-1 conditions, and (2) a table of metrics concerning the estimated impact of a potential Elective Transmission Upgrade on the Administered Transmission System based on a user-specified addition of a particular number of megawatts at a particular voltage level at a particular point(s) of interconnection. At a minimum, for each transmission facility impacted by the user-specified megawatt addition, the following information will be provided in the table: (1) the distribution factor; (2) the megawatt impact (based on the megawatt values of the proposed Elective Transmission Upgrade and the distribution factor); (3) the percentage impact on each impacted transmission facility (based on the megawatt values of the proposed Elective Transmission Upgrade and the facility rating); (4) the percentage of power flow on each impacted transmission facility before the injection of the proposed project; (5) the percentage power flow on each impacted transmission facility after the injection of the proposed Elective Transmission Upgrade. These metrics must be calculated based on the power flow model of the Administered Transmission System with the transfer simulated from each point of interconnection to the whole Administered Transmission System footprint (to approximate Capacity Network Import Interconnection Service), and with the incremental capacity at each point of interconnection decremented by the existing and queued ETU (based on the existing or requested interconnection service limit of the Elective Transmission Upgrade). These metrics must be updated within thirty (30) Calendar Days after the completion of each Cluster Study and Cluster Restudy. This information must be publicly posted, without a password or a fee. The website will define all underlying assumptions, including the name of the most recent Cluster Study or Restudy used in the Base Case.

## **SECTION 7. CLUSTER STUDY.**

### **7.1 Cluster Agreement.**

No later than five (5) Business Days after the close of a Cluster Request Window, System Operator and Interconnecting Transmission Owner shall tender to each Interconnection Customer that submitted a valid Interconnection Request a Cluster Study Agreement in the form of Appendix 2 of this ETU IP. The Cluster Study Agreement shall require Interconnection Customer to compensate System Operator and Interconnecting Transmission Owner for the actual cost of the Cluster Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the ETU IA, pursuant to Section 13.3 of this ETU IP. The specifications, assumptions, or other provisions in the appendices of the Cluster Study Agreement provided pursuant to Section 7.1 of this ETU IP shall be subject to change by System Operator and Interconnecting Transmission Owner following the conclusion of the Scoping Meeting.

## **7.2 Execution of Cluster Study Agreement.**

Interconnection Customer shall execute the Cluster Study Agreement and deliver the executed Cluster Study Agreement to System Operator no later than the close of the Customer Engagement Window. In accordance with Section 13.3, System Operator and/or Interconnecting Transmission Owner shall issue to Interconnection Customer an invoice for the estimated costs of the Cluster Study that have been incurred by System Operator and/or Interconnecting Transmission Owner for the Cluster, including the study agreement and its attachment(s) and the ETU IA. Costs of Cluster Studies shall be allocated to all Interconnection Customers on a 50% per capita, and 50% per MW basis. Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. System Operator shall continue to hold the amounts on deposit until settlement of the final invoice with Interconnection Customer and Interconnecting Transmission Owner.

If at any time during the Cluster Study, including during the Customer Engagement Window, System Operator determines that Interconnection Customer is required to provide additional technical data, or that the data provided is incomplete or contains errors, System Operator shall notify the Interconnection Customer and Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Cluster Study Agreement or required deposits. Failure to provide all required information within this period will result in automatic withdrawal of Interconnection Request from queue without the cure period provided under Section 3.7 of this ETU IP.

If Interconnection Customer does not provide all required technical data when it delivers the Cluster Study Agreement, System Operator shall notify Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed Cluster Study Agreement and Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Cluster Study Agreement or required deposits. Failure to provide all required information within this period will result in automatic withdrawal of the Interconnection Request from the interconnection queue without the cure period provided under Section 3.7 of this ETU IP.

### **7.3 Scope of Cluster Study.**

The Cluster Study shall evaluate the impact of the proposed interconnection on the reliability and operation of the New England Transmission System. The Cluster Study will consider the Base Case as well as all generating facilities and Elective Transmission Upgrades (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued interconnection) that, on the date the Cluster Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected System or Internal Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the New England Transmission System and may have an impact on the Interconnection Request; and (iv) have no Queue Position but have executed an Interconnection Agreement or requested that an unexecuted Interconnection Agreement be filed with the Commission (the “Study Case” for the Cluster Study). The Study Case shall also include any CETU and associated system upgrades identified in a final CRPS report prior to the opening of the Cluster Request Window, provided that System Operator receives Interconnection Requests that require such CETU. Consistent with the NC Interconnection Standard, the evaluation will include conditions where the projects proposed in the Interconnection Requests that are included in the CSIS are not dispatched against each other if they do not share a system constraint that would provide the basis for a redispatch condition. The CETU shall remain configured consistent with the megawatt quantity(ies) specified in the final CRPS report. In the event that all CETU-eligible Interconnection Requests withdraw from a Cluster Study, the CETU shall be removed from the Study Case. An Internal ETU can be considered, and included in the Cluster Study, in place of a CETU, or portion thereof, if all of Interconnection Customers with Interconnection Requests included in the cluster that the ISO has determined need to use the Internal ETU have indicated by the end of the Customer Engagement Window that they have a contractual commitment in place providing for Interconnection Customers to fund and the right to use the Internal ETU.

For purposes of determining necessary Interconnection Facilities and Network Upgrades, the Cluster Study shall consider the level of Interconnection Service requested by Interconnection Customers in the Cluster. However, the Cluster Study shall consider the full ETU capability to ensure the acceptability of the proposed control technology to restrict the facility's output and the safety and reliability of the system.

The Cluster Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, including thermal analysis and voltage analysis, a system protection analysis and any other analyses, such as electromagnetic transient analysis, that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner, the results of which are documented in a single Cluster Study Report, as applicable. Interconnecting Transmission Owner(s) and Internal Affected Systems (if applicable) shall provide to System Operator, within thirty (30) Calendar Days of a request, and for purposes of inclusion in the Cluster Study Report, non-binding good faith estimates of cost responsibility for required upgrades, and a non-binding good faith estimated times to construct such upgrades.

At the conclusion of the Cluster Study, System Operator and Interconnecting Transmission Owner shall issue a Cluster Study Report. The Interconnection System Impact Study report will state the assumptions upon which it is based, state the results of the analyses, and provide the requirements or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The Cluster Study report will provide (i) a list of Interconnection Facilities and Network Upgrades that are required to reliably interconnect all facilities in that Cluster Study and a non-binding good faith estimate of cost responsibility; (ii) a non-binding good faith estimated time to construct; (iii) a protection assessment to determine the required protection upgrades; and may provide (iv) an evaluation of the siting of the Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environment work. The Cluster Report shall identify each Interconnection Customer's estimated allocated costs for Interconnection Facilities and Network Upgrades pursuant to the method described in Schedule 11, Section II of the Tariff. System Operator shall hold an open stakeholder meeting pursuant to Section 7.4 of this ETU IP.

The Cluster Study shall evaluate the use of static synchronous compensators, static VAR compensators, advanced power flow control devices, transmission switching, synchronous condensers, voltage source

converters, advanced conductors, and tower lifting. System Operator shall evaluate each identified alternative transmission technology and determine, in the manner described in the ISO New England Planning Procedures, whether the above technologies should be used, consistent with Good Utility Practice Applicable Reliability Standards, and Applicable Laws and Regulations. System Operator shall include an explanation of the results of the System Operator's evaluation for each technology in the Cluster Study Report.

The Cluster Study Report will provide a list of facilities that are required as a result of the Interconnection Requests within the Cluster and a non-binding good faith estimate of cost responsibility and a non-binding good faith estimated time to construct.

#### **7.4 Cluster Study Procedures.**

System Operator shall coordinate the Cluster Study with Interconnecting Transmission Owner, and with any Affected Party or Internal Affected Party as deemed appropriate by System Operator in accordance with applicable codes of conduct and confidentiality requirements, that is affected by the Interconnection Request pursuant to Section 3.5 above. System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the Cluster Study.

Interconnection Requests for a Cluster Study may be submitted only within the Cluster Request Window and System Operator and Interconnecting Transmission Owner shall initiate the Cluster Study process pursuant to Section 7 of this ETU IP.

System Operator and Interconnecting Transmission Owner shall complete the Cluster Study within two hundred and seventy (270) Calendar Days of the close of the Customer Engagement Window. Within ten (10) Business Days of simultaneously issuing a Cluster Study Report to each Interconnection Customer within the Cluster and posting such report on OASIS, the System Operator shall convene a Cluster Study Report Meeting.

At the request of Interconnection Customer or at any time System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Cluster Study, System Operator shall notify Interconnection Customer as to the schedule status of the Cluster Study. If System Operator and Interconnecting Transmission Owner are unable to complete the Cluster Study within the time period, System Operator shall notify Interconnection Customer and provide an

estimated start date if the study has not commenced and completion date with an explanation of the reasons why additional time is required. In such circumstances, upon request, System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customers all supporting documentation, workpapers and relevant Study Case power flow, short circuit and stability databases that have been developed for the Cluster Study to any third party consultant retained by Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to Interconnection Customer.

#### **7.5 Cluster Study Restudies.**

(1) Within twenty (20) Calendar Days after the Cluster Study Report Meeting, Interconnection Customer must provide the following:

- (a) Demonstration of continued Site Control pursuant to Section 3.4.2(iii) of this ETU IP; and
- (b) An additional deposit that brings the total Commercial Readiness Deposit submitted to System Operator five percent (5%) of the Interconnection Customer's Network Upgrade cost assignment identified in the Cluster Study in the form of an irrevocable letter, a surety bond, or cash where cash deposits shall be treated according to Section 3.7 of this ETU IP. System Operator shall refund the deposit to Interconnection Customer upon withdrawal in accordance with Section 3.7 of this ETU IP.

Interconnection Customer shall promptly inform System Operator of any material change to Interconnection Customer's demonstration of Site Control under Section 3.4.2(iii) of this ETU IP. Upon System Operator determining that Interconnection Customer no longer satisfies the Site Control requirement, System Operator shall notify Interconnection Customer. Within ten (10) Business Days of such notification, Interconnection Customer must demonstrate compliance with the applicable requirement subject to System Operator's approval, not to be unreasonably withheld. Absent such demonstration, System Operator shall deem the subject Interconnection Request withdrawn pursuant to Section 3.7 of this ETU IP (without the cure period provided under Section 3.7 of this ETU IP).



At the same time that Interconnection Customer submits the information required under this Section 7.5(1)(a) and (b), an Interconnection Customer may also request a decrease in the size of the Elective Transmission Upgrade, provided that the Cluster Study identified that Elective Transmission Upgrade proposed in Interconnection Customer's Interconnection Request does not share any Network Upgrades with an Elective Transmission Upgrade or [Generating Facility proposed in a separate Interconnection Request](#). If System Operator determines that a Cluster Restudy is required under this Section 7.5 of this LGIP, within ten (10) Business Days of that determination Interconnection Customer shall provide all required updated modeling and data associated with the requested decrease in the size of the Elective Transmission Upgrade for use in the Cluster Restudy. If the System Operator determines that a Cluster Restudy is not required, Interconnection Customer's request to decrease the size of the Elective Transmission Upgrade shall constitute a Material Modification pursuant to Section 4 of this ETU IP.

(2) If no Interconnection Customer withdraws from the Cluster after completion of the Cluster Study or Cluster Restudy or is deemed withdrawn pursuant to Section 3.7 of this ETU IP after completion of the Cluster Study or Cluster Restudy, System Operator shall notify Interconnection Customers in the Cluster that a Cluster Restudy is not required.

(3) If one or more Interconnection Customers withdraw from the Cluster or are deemed withdrawn pursuant to Section 3.7 of this ETU IP, [System Operator and Interconnecting Transmission Owner] shall determine if a Cluster Restudy is necessary within thirty (30) Calendar Days after the Cluster Study Report Meeting. If [System Operator and Interconnecting Transmission Owner] determine a Cluster Restudy is not necessary, System Operator shall notify Interconnection Customers in the Cluster that a Cluster Restudy is not required and System Operator shall provide an updated Cluster Study Report within thirty (30) Calendar Days of such determination.

(4) If one or more Interconnection Customers withdraws from the Cluster or is deemed withdrawn pursuant to Section 3.7 of this ETU IP, and System Operator and Interconnecting Transmission Owner determine a Cluster Restudy is necessary as a result, System Operator shall notify Interconnection Customers in the Cluster and post on OASIS that a Cluster Restudy is required within thirty (30) Calendar Days after the Cluster Study Report Meeting. System Operator and Interconnecting Transmission Owner shall continue with such restudies until System Operator and Interconnecting Transmission Owner determine that no further restudies are required. If an Interconnection Customer withdraws or is deemed withdrawn pursuant to Section 3.7 of this ETU IP during the Interconnection Facilities Study, or after

other Interconnection Customers in the same Cluster have executed ETU IAs, or requested that unexecuted ETU IAs be filed, and System Operator and Interconnecting Transmission Owner determines a Cluster Restudy is necessary, the Cluster shall be restudied. If a Cluster Restudy is required due to a higher queued project withdrawing from the queue, or a modification of a higher or equally queued project subject to Section 4.4 of this ETU IP, System Operator shall so notify affected Interconnection Customers in writing. Except as provided in Section 3.7 of this ETU IP in the case of withdrawing Interconnection Customers, any cost of Restudy shall be borne by Interconnection Customers being restudied.

(5) The scope of any Cluster Restudy shall be consistent with the scope of an initial Cluster Study pursuant to Section 7.3 of this ETU IP. [System Operator and Interconnecting Transmission Owner] shall complete the Cluster Restudy within ninety (90) Calendar Days of the System Operator informing Interconnection Customers in the cluster that restudy is needed. The results of the Cluster Restudy shall be combined into a single report (Cluster Restudy Report). System Operator shall hold a meeting with Interconnection Customers in the cluster, Interconnecting Transmission Owners, and any Affected Party or Internal Affected party as deemed appropriate by the System Operator (Cluster Restudy Report Meeting) within ten (10) Business Days of simultaneously furnishing the Cluster Restudy Report to each Interconnection Customer in the Cluster Restudy and publishing the Cluster Restudy Report on OASIS.

If additional restudies are required, Interconnection Customer and [System Operator and Interconnecting Transmission Owner] shall follow the procedures of this Section 7.5 of this ETU IP until such time that [System Operator and Interconnecting Transmission Owner] determine that no further restudies are required. System Operator shall notify each Interconnection Customer within the Cluster when no further restudies are required.

Within twenty (20) Business Days following Cluster Study Results Meeting, or Cluster Restudy Results Meeting (as appropriate), Interconnection Customer shall provide to the System Operator written notice that it will either pursue the Interconnection Facilities Study or waive the Interconnection Facilities Study and elect an expedited interconnection. Notwithstanding the foregoing sentence, the option to waive the Interconnection Facilities Study is not available for Interconnection Customers that share responsibility for the same Network Upgrades identified in a Cluster Study or Cluster Restudy unless each Interconnection Customers agrees in writing to waive the Interconnection Facilities Study. In a case where Interconnection Customers share responsibility for the same Network Upgrades identified in a

Cluster Study or Cluster Restudy and do not agree to waive the Interconnection Facilities Study, such study shall be performed at a level of +/- 20%. Once Interconnection Customer(s) notifies System Operator of its election, such election is not subject to change. If Interconnection Customer elects to pursue the Facilities Study it must proceed with the study. If Interconnection Customer waives the Facilities Study, it shall commit to the following milestones in the ETU IA: (i) Siting process and approval schedule for the Elective Transmission Upgrade and Interconnection Facilities; (ii) Engineering of Interconnection Facilities and Elective Transmission upgrade approved by Interconnecting Transmission Owner; (iii) Ordering of long lead time material for Interconnection Facilities and system upgrades; (iv) Trial Operation Date; and (v) Commercial Operation Date.

## **7.6 Operational Readiness.**

System Operator shall, as close to Interconnection Customer's actual Trial Operation Date as reasonably possible, ensure that operational analysis, including current stability analyses, power flow analyses, and any other analyses deemed necessary by System Operator, are performed, and that procedures are developed or updated to address the operation of the New England Transmission System with the addition of Interconnection Customer's Elective Transmission Upgrade. The operational analysis will also include tests of system performance with selected facilities out of service. Such studies shall be performed at the expense of Interconnection Customer.

System Operator is not obligated to perform the operational analyses described in this Section 7.7 if, in the exercise of reasonable discretion, System Operator in consultation with Interconnecting Transmission Owner determines that interconnection of Interconnection Customer's Elective Transmission Upgrade to the Administered Transmission System is remote and speculative.

## **SECTION 8. INTERCONNECTION FACILITIES STUDY.**

### **8.1 Interconnection Facilities Study Agreement.**

Except as otherwise provided in Section 4.2.4 and 7.5 of this ETU IP, Interconnection Customer may waive the Interconnection Facilities Study and instead elect expedited interconnection, which means that Interconnection Customer may enter into E&P Agreements under Section 9 if it had not already done so, and shall enter into an ETU IA in accordance with the requirements specified in Section 11.

If Interconnection Customer waives the Interconnection Facilities Study, Interconnection Customer, subject to the specific terms of the E&P Agreements, assumes all risks and shall pay all costs associated with equipment, engineering, procurement and construction work covered by the Cluster Study as described in Section 8.2 below.

Within five (5) Business Days following System Operator notifying each Interconnection Customer within the Cluster that no further Cluster Restudy is required (per Section 7.5 of this LGIP), the System Operator shall provide to Interconnection Customer an Interconnection Facilities Study Agreement in the form of Appendix 3 to this ETU IP.

Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Interconnection Facilities Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the ETU IA. Within five (5) Business Days following the Cluster Report Meeting or Cluster Restudy Report Meeting if applicable, System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer a non-binding good faith estimate of the cost for completing the Interconnection Facilities Study in accordance with requirements specified in Section 8.3. Interconnection Customer shall execute the Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to the System Operator within thirty (30) Calendar Days after its receipt, together with:

(1) any required technical data;

(2) demonstration of one-hundred percent (100%) Site Control or demonstration of a regulatory limitation and applicable deposit in lieu of Site Control provided to the System Operator in accordance with Section 3.4.2 of this ETU IP;

(3) an additional deposit that brings the total Commercial Readiness Deposit submitted to the System Operator to ten percent (10%) of Interconnection Customer's Network Upgrade cost assignment identified in the Cluster Study or Cluster Restudy, if applicable, in the form of an irrevocable letter of credit, a surety bond, or cash where cash deposits shall be treated according to Section 3.7 of this ETU IP. In the case of a CETU-enabled Interconnection Request such deposit shall be made in cash.

System Operator/Interconnecting Transmission Owner shall refund the Commercial Readiness Deposit to Interconnection Customer upon withdrawal in accordance with Section 3.7 of this ETU IP.

In accordance with Section 8.3, Interconnection Customer shall specify in Attachment A to the Interconnection Facilities Study Agreement whether it wants no more than a +/- 20 percent or a +/- 10 percent good faith cost estimate contained in the report. The deposit for the study shall be the greater of twenty-five percent of the estimated cost of the study or \$250,000.

Any difference between the study deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, System Operator and/or Interconnecting Transmission Owner shall issue to Interconnection Customer an invoice for the cost of the Interconnection Facilities Studies that will be, or have been incurred by System Operator and/or Interconnecting Transmission Owner for the Interconnection Facilities Study, the study agreement and its attachment(s) and the ETU IA. For a CFAC that began before May 31, 2024, costs that are associated with an individual Interconnection Request assessed within the CFAC will be charged directly to that Interconnection Customer. CFAC costs that are associated with the CFAC as a whole will be divided equally, on a per-project basis, among Interconnection Customers in the cluster. System Operator and Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. System Operator shall continue to hold the amounts on deposit until settlement of the final invoice with Interconnection Customer and the Interconnecting Transmission Owner.

## **8.2 Scope of Interconnection Facilities Study.**

The Interconnection Facilities Study shall be specific to each Interconnection Request and performed on an individual, i.e., non-clustered basis. The Interconnection Facilities Study shall specify and provide a non-binding estimate of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Cluster Study Report (and any associated restudies) in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facilities to the Administered Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer,

switchgear, meters, and other station equipment; the nature and estimated cost of any Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The scope and cost of the Interconnection Facilities Study shall include completion of any engineering work limited to what is reasonably required to (i) estimate such aforementioned cost to the accuracy specified by Interconnection Customer pursuant to Section 8.3, (ii) identify, configurations of required facilities and (iii) identify time requirements for construction and installation of required facilities.

### **8.3 Interconnection Facilities Study Procedures.**

System Operator shall coordinate the Interconnection Facilities Study with Interconnecting Transmission Owner, and any Affected Party or Internal Affected Party as deemed appropriate by System Operator in accordance with applicable codes of conduct and confidentiality requirements, pursuant to Section 3.5 above. System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. System Operator and Interconnecting Transmission Owner shall complete the study and System Operator shall issue a draft Interconnection Facilities Study report to Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, within the following number of days after receipt of an executed Interconnection Facilities Study Agreement: ninety (90) Calendar Days, with no more than a +/- twenty percent (20%) good faith cost estimate contained in the report; or one hundred eighty (180) Calendar Days, if Interconnection Customer requests a +/- ten percent (10%) good faith cost estimate. Such cost estimates either individually or in the aggregate will be provided in the final study report.

At the request of Interconnection Customer or at any time System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Facilities Study, System Operator shall notify Interconnection Customer, and any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, as to the schedule status of the Interconnection Facilities Study. If System Operator is unable to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report within the time required, System Operator shall notify Interconnection Customer, Interconnecting Transmission Owner and any Affected Party or

Internal Affected Party as deemed appropriate by System Operator in accordance with applicable codes of conduct and confidentiality requirements, and provide an estimated completion date and an explanation of the reasons why additional time is required.

Interconnection Customer and appropriate Affected Parties or Internal Affected Party may, within thirty (30) Calendar Days after receipt of the draft Interconnection Facilities Study Report, provide written comments to System Operator and Interconnecting Transmission Owner, which System Operator shall include in the final Interconnection Facilities Study Report. System Operator shall issue the final Interconnection Facilities Study report within fifteen (15) Business Days of receiving Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. System Operator may reasonably extend such fifteen-day period upon notice to Interconnection Customer if Interconnection Customer's comments require System Operator or Interconnecting Transmission Owner to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities Report. Upon request, System Operator and Interconnecting Transmission Owner shall provide Interconnection Customer and any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, or any third party consultant retained by Interconnection Customer supporting documentation, with workpapers, and databases or data developed in the preparation of the Interconnection Facilities Study. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to Interconnection Customer.

#### **8.4 Meeting with Parties.**

Within ten (10) Business Days of providing a draft Interconnection Facilities Study report to Interconnection Customer, System Operator will convene a meeting of Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party or Internal Affected Party as deemed appropriate by System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Facilities Study.

#### **8.5 Re-Study.**

If re-study of the Interconnection Facilities Study is required due to (i) a higher or equally queued project withdrawing from the queue, (ii) a modification of a higher or equally queued project subject to Section 4.4, or (iii) a modification to a transmission project included in the Base Case, System Operator shall notify Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than sixty (60) Calendar Days from the date of notice commences. Except as provided in Section 3.7 of this ETU IP in the case of withdrawing Interconnection Customer, any cost of re-study shall be borne by Interconnection Customer being re-studied. If the original Interconnection Facilities Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Facilities Study Agreement.

## **Section 9 Affected System Study.**

### **9.1 Applicability.**

This Section 9 outlines the duties of System Operator and Interconnecting Transmission Owner when they receive notification that an Affected System Interconnection Customer's proposed interconnection to its host transmission provider may impact the New England Transmission System.

### **9.2 Response to Notifications**

#### **9.2.1 Response to Initial Notification.**

When System Operator receives initial notification either following the Cluster Study or a Cluster Restudy notification that an Affected System Interconnection Customer's proposed interconnection to its host transmission provider may impact the New England Transmission System, System Operator must respond in writing within twenty (20) Business Days whether it intends to conduct an Affected System Study.

By fifteen (15) Business Days after the System Operator responds with its affirmative intent to conduct an Affected System Study, System Operator shall share with Affected System Interconnection Customer(s) and the Affected System Interconnection Customer's host transmission provider a non-binding good faith estimate of the cost and the schedule to complete the Affected System Study.



### **9.2.2 Response to Notification of Cluster Restudy.**

Within five (5) Business Days of receipt of notification of Cluster Restudy System Operator will send written notification to Affected System Interconnection Customer(s) involved in the Cluster Restudy and the host transmission provider that System Operator intends to delay a planned or in-progress Affected System Study until after completion of the Cluster Restudy. If System Operator decides to delay the Affected System Study, it is not required to meet its obligations under Section 9 of this ETU IP until the time that it receives notification from the host transmission provider that the Cluster Restudy is complete. If System Operator decides to move forward with its Affected System Study despite the Cluster Restudy, then it must meet all requirements under Section 9 of this ETU IP.

### **9.3 Affected System Queue Position.**

System Operator must assign an Affected System Queue Position to Affected System Interconnection Customer(s) that require(s) an Affected System Study. Such Affected System Queue Position shall be assigned based upon the date of execution of the Affected System Study Agreement. Relative to the System Operator's Interconnection Customers, this Affected System Queue Position shall be higher-queued than any Cluster that has not yet received its Cluster Study Report and shall be lower-queued than any Cluster that has already received its Cluster Study Report. Consistent with Section 9.7 of this ETU IP, System Operator and Interconnecting Transmission Owner shall study the Affected System Interconnection Customer(s) via Clustering, and all Affected System Interconnection Customers studied in the same Cluster under Section 9.7 of this ETU IP shall be equally queued. For Affected System Interconnection Customers that are equally queued, the Affected System Queue Position shall have no bearing on the assignment of Affected System Network Upgrades identified in the applicable Affected System Study. The costs of the Affected System Network Upgrades shall be allocated among the Affected System Interconnection Customers in accordance with Section 9.9 of this ETU IP.

### **9.4 Affected System Study Agreement/Multiparty Affected System Study Agreement.**

Unless otherwise agreed, System Operator shall provide to Affected System Interconnection Customer(s) an Affected System Study Agreement/Multiparty Affected System Study Agreement, in the form of Appendix 7 or Appendix 8 to this ETU IP, as applicable, within ten (10) Business Days of System Operator sharing the schedule for the Affected System Study per Section 9.2.1 of this ETU IP.

Upon Affected System Interconnection Customer(s)' receipt of the Affected System Study Report, Affected System Interconnection Customer(s) shall compensate System Operator and Interconnecting Transmission Owner for the actual cost of the Affected System Study. Any difference between the study deposit and the actual cost of the Affected System Study shall be paid by or refunded to the Affected System Interconnection Customer(s). Any invoices for the Affected System Study shall include a detailed and itemized accounting of the cost of the study. Affected System Interconnection Customer(s) shall pay any excess costs beyond the already-paid Affected System Study deposit or be reimbursed for any costs collected over the actual cost of the Affected System Study within thirty (30) Calendar Days of receipt of an invoice thereof. If Affected System Interconnection Customer(s) fail to pay such undisputed costs within the time allotted, it shall lose its Affected System Queue Position. System Operator shall notify Affected System Interconnection Customer's host transmission provider of such failure to pay.

#### **9.5 Execution of Affected System Study Agreement/Multiparty Affected System Study Agreement.**

Affected System Interconnection Customer(s) shall execute the Affected System Study Agreement/Multiparty Affected System Study Agreement, deliver the executed Affected System Study Agreement/Multiparty Affected System Study Agreement to System Operator, and provide the Affected System Study deposit within ten (10) Business Days of receipt. If System Operator notifies Affected System Interconnection Customer(s) that it will delay the Affected System Study pursuant to Section 9.2.2 of this ETU IP, Affected System Interconnection Customer(s) are neither required to execute and return the previously tendered Affected System Study/Multiparty Affected System Study Agreement nor provide the Affected System Study deposit for the previously tendered Affected System Study/Multiparty Affected System Study Agreement.

If Affected System Interconnection Customer does not provide all required technical data when it delivers the Affected System Study Agreement/Multiparty Affected System Study Agreement, System Operator shall notify the deficient Affected System Interconnection Customer, as well as the host transmission provider with which Affected System Interconnection Customer seeks to interconnect, of the technical data deficiency within five (5) Business Days of the receipt of the executed Affected System Study Agreement/Multiparty Affected System Study Agreement and the deficient Affected System Interconnection Customer shall cure the technical deficiency within ten (10) Business Days of receipt of the notice: provided, however, that such deficiency does not include failure to deliver the executed Affected System Study Agreement/Multiparty Affected System Study Agreement or deposit for the Affected System Study Agreement/Multiparty Affected System Study Agreement. If Affected System

Interconnection Customer does not cure the technical data deficiency within the cure period or fails to execute the Affected System Study Agreement/Multiparty Affected System Study Agreement or provide the deposit, the Affected System Interconnection Customer shall lose its Affected System Queue Position.

#### **9.6 Scope of Affected System Study.**

The Affected System Study shall evaluate the impact that any Affected System Interconnection Customer's proposed interconnection to another transmission provider's transmission system will have on the reliability of the New England Transmission System. The Affected System Study shall consider the Base Case as well as all Generating Facilities (and with respect to (iii) below, any identified Affected System Network Upgrades associated with such higher-queued Interconnection Request) that, on the date the Affected System Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are directly interconnected to another transmission provider's transmission system and may have an impact on Affected System Interconnection Customer's interconnection request; (iii) have a pending higher-queued Interconnection Request to interconnect to Transmission Provider's Transmission System; and (iv) have no queue position but have executed an ETU IA or requested that an unexecuted ETU IA be filed with FERC. System Operator and Interconnecting Transmission Owner has no obligation to study impacts of Affected System Interconnection Customers of which it is not notified.

The Affected System Study shall consist of a power flow, stability, and short circuit analysis. The Affected System Study Report will: state the assumptions upon which it is based; state the results of the analyses; and provide the potential impediments to Affected System Interconnection Customer's receipt of interconnection service on its host transmission provider's transmission system, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. For purposes of determining necessary Affected System Network Upgrades, the Affected System Study shall consider the level of interconnection service requested in megawatts by Affected System Interconnection Customer, unless otherwise required to study the full generating facility capacity due to safety or reliability concerns. The Affected System Study shall provide a list of facilities that are required as a result of Affected System Interconnection Customer's proposed interconnection to another transmission provider's system, a non-binding good faith estimate of cost responsibility, and a non-binding good faith estimated time to construct. The Affected System Study may consist of a system impact study, a facilities study, or some combination thereof.

#### **9.7 Affected System Study Procedures.**

System Operator shall use Clustering in conducting the Affected System Study and shall use existing studies to the extent practicable, when multiple Affected System Interconnection Customers that are part of a single Cluster may cause the need for Affected System Network Upgrades. System Operator and Interconnecting Transmission Owner shall complete the Affected System Study and provide the Affected System Study Report to Affected System Interconnection Customer(s) and the host transmission provider with whom interconnection has been requested within one hundred fifty (150) Calendar Days after the receipt of the Affected System Study Agreement and deposit.

At the request of Affected System Interconnection Customer, System Operator and Interconnecting Transmission Owner shall notify Affected System Interconnection Customer as to the status of the Affected System Study. If System Operator and Interconnecting Transmission Owner are unable to complete the Affected System Study within the requisite time period, it shall notify Affected System Interconnection Customer(s), as well as the transmission provider with which Affected System Interconnection Customer seeks to interconnect, and shall provide an estimated completion date with an explanation of the reasons why additional time is required. If System Operator and Interconnecting Transmission Owner do not meet the deadlines in this section, System Operator and Interconnecting Transmission Owner shall be subject to the financial penalties as described in Section 3.9 of this ETU IP. Upon request, System Operator shall provide Affected System Interconnection Customer(s) with all supporting documentation, workpapers and relevant power flow, short circuit and stability databases for the Affected System Study, subject to confidentiality arrangements consistent with Section 13.1 of this ETU IP.

System Operator and Interconnecting Transmission Owner must study an Affected System Interconnection Customer using the Energy Resource Interconnection Service modeling standard used for Interconnection Requests on the New England Transmission System, regardless of the level of interconnection service that Affected System Interconnection Customer is seeking from the host transmission provider with whom it seeks to interconnect.

### **9.8 Results Meeting.**

Within ten (10) Business Days of providing the Affected System Study Report to Affected System Interconnection Customer(s), System Operator, Interconnecting Transmission Owner and Affected System Interconnection Customer(s) shall meet to discuss the results of the Affected System Study.

### **9.9 Affected System Cost Allocation.**

System Operator shall allocate Affected System Network Upgrade costs identified during the Affected System Study to Affected System Interconnection Customer(s) using a proportional impact method, consistent with Schedule 11 of the OATT.

### **9.10 Tender of Affected Systems Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement.**

System Operator shall tender to Affected System Interconnection Customer(s) an Affected System Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement, as applicable, in the form of Appendix 9 or 10 to this ETU IP, within thirty (30) Calendar Days of providing the Affected System Study Report. Within ten (10) Business Days of the receipt of the Affected System Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement, the Affected System Interconnection Customer(s) must execute the agreement or request the agreement to be filed unexecuted with FERC. System Operator shall execute the agreement or file the agreement unexecuted within five (5) Business Days after receiving direction from Affected System Interconnection Customer(s). Affected System Interconnection Customer's failure to execute the Affected System Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement, or failure to request the agreement to be filed unexecuted with FERC, shall result in the loss of its Affected System Queue Position.

### **9.11 Restudy.**

If restudy of the Affected System Study is required, System Operator shall notify Affected System Interconnection Customer(s) in writing within thirty (30) Calendar Days of discovery of the need for restudy. Such restudy shall take no longer than sixty (60) Calendar Days from the date of notice. Any cost of restudy shall be borne by the Affected System Interconnection Customer(s) being restudied.

## **SECTION 10. OPTIONAL INTERCONNECTION STUDY.**

### **10.1 Optional Interconnection Study Agreement.**

On or after the date when Interconnection Customer receives Cluster Study Report and no later than five (5) Business Days after the study results meeting to review the report, Interconnection Customer may request in writing, and the System Operator in coordination with the Interconnecting Transmission Owner shall perform, an Optional Interconnection Study. The request shall describe the assumptions that

Interconnection Customer wishes the System Operator to study within the scope described in Section 10.2 of this ETU IP. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, the System Operator shall provide to the Interconnecting Transmission Owner and Interconnection Customer an Optional Interconnection Study Agreement in the form of Appendix 4.

The Optional Interconnection Study Agreement shall: (i) specify the technical data that Interconnection Customer must provide for each phase of the Optional Interconnection Study, (ii) specify Interconnection Customer's assumptions as to which Interconnection Requests with earlier queue priority dates will be excluded from the Optional Interconnection Study case, and (iii) specify the System Operator's and Interconnecting Transmission Owner's estimate of the cost of the Optional Interconnection Study. To the extent known by the System Operator, such estimate shall include any costs expected to be incurred by any Affected System or Internal Affected System whose participation is necessary to complete the Optional Interconnection Study. The Optional Interconnection Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Optional Interconnection Study, including the cost of developing the study agreement and its attachment(s). Notwithstanding the above, the System Operator and Interconnecting Transmission Owner shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request.

Interconnection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the required technical data and the refundable deposit for the Optional Interconnection Study to the System Operator. The deposit for the study shall be 100 percent of the estimated cost of the study. Any difference between the study deposit and the actual cost of the Optional Interconnection Study shall be paid by or refunded to Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to Interconnection Customer an invoice for the costs of the Optional Interconnection Study that have been , or will be incurred by the System Operator and/or the Interconnecting Transmission Owner for the Optional Interconnection Study and the study agreement and its attachments(s). Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposits until settlement of the final invoice with Interconnection Customer and the Interconnecting Transmission Owner.

## **10.2 Scope of Optional Interconnection Study.**

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by Interconnection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the results of the Optional Interconnection Study. The System Operator shall use Reasonable Efforts to coordinate the study with any Affected Systems and Internal Affected Systems that may be affected by the types of Interconnection Services that are being studied. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

The Optional Interconnection Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, including thermal analysis and voltage analysis, a system protection analysis, and any other analyses that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner.

## **10.3 Optional Interconnection Study Procedures.**

The executed Optional Interconnection Study Agreement, the prepayment, and technical and other data called for therein must be provided to the System Operator and Interconnecting Transmission Owner within ten (10) Business Days of Interconnection Customer receipt of the Optional Interconnection Study Agreement. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Optional Interconnection Study within a mutually agreed-upon time period specified within the Optional Interconnection Study Agreement. If the System Operator and Interconnecting Transmission Owner are unable to complete the Optional Interconnection Study within such time period, the System Operator shall notify Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. In such circumstances, upon request, the System Operator and Interconnecting Transmission Owner shall provide Interconnection Customer supporting documentation and workpapers and databases or data developed in the preparation of the Optional Interconnection Study to any third party consultant retained by Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 of this ETU IP and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the

extent that any applicable information is not covered by any applicable confidentiality/disclosure requirements, such information may be provided directly to Interconnection Customer.

#### **10.4 Meeting with Parties.**

Within ten (10) Business Days of providing an Optional Interconnection Study report to Interconnection Customer, System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party and Internal Affected Systems as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Optional Interconnection Study.

#### **10.5 Interconnection Agreement Developed Based on Optional Interconnection Study.**

If the ETU IA for an Elective Transmission Upgrade is based on the results of an Optional Interconnection Study, the ETU IA shall reflect the conditions studied and any obligations that may involve: (i) additional studies if such conditions change, (ii) operational limits, or (iii) financial support for transmission upgrades.

### **SECTION 11. ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION AGREEMENT (ETU IA).**

#### **11.1 Tender.**

Interconnection Customer shall tender comments or provide notice, in writing, to the System Operator and Interconnecting Transmission Owner that Interconnection Customer has no comments on the draft Interconnection Facilities Study Report, within thirty (30) Calendar Days of receipt of the report. Except as provided in the E&P Agreement or any mutual agreement by the entities that would be Parties to the ETU IA, the System Operator shall initiate the development of the ETU IA process within fifteen (15) Calendar Days after the comments are submitted or waived, or within fifteen (15) Calendar Days of notifying System Operator that it will waive the Interconnection Facilities Study by tendering to Interconnection Customer a draft ETU IA, together with draft appendices completed by the System Operator, in conjunction with the Interconnecting Transmission Owner to the extent practicable. The draft ETU IA shall be in the form of the System Operator's Commission-approved standard form ETU IA which is in Appendix 11 to Schedule 25. Interconnection Customer shall return Interconnection Customer specific information required to complete the form of ETU IA, including the appendices, in Appendix 11 of Schedule 25 that Interconnection Customer is willing to execute within thirty (30)



Calendar Days after receipt of the draft from the System Operator, unless (1) the sixty (60) Calendar Day negotiation period under Section 11.2 of this ETU IP has commenced, or (2) ETU IA execution, or filing unexecuted, has been delayed to await the Affected System Study Report pursuant to Section 11.2.1 of this ETU IP.

## **11.2 Negotiation.**

Notwithstanding Section 11.1 of this ETU IP, at the request of Interconnection Customer, the System Operator and Interconnecting Transmission Owner shall begin negotiations with Interconnection Customer concerning the appendices to the ETU IA at any time after Interconnection Customer executes the Interconnection Facilities Study Agreement or after the Cluster Study and/or Cluster Restudy if Interconnection Customer intends to waive the Interconnection Facilities Study. In the event that Interconnection Customer waives the Interconnection Facilities Study and proceeds directly from the Cluster Study or Cluster Restudy to ETU IA negotiation, Interconnection Customer shall provide an additional deposit that brings the total Commercial Readiness Deposit submitted to the System Operator to ten percent (10%), as required by Section 8.1 of this LGIP, within thirty (30) Calendar Days of the Cluster Study Report Meeting or Cluster Restudy Report meeting (as applicable). The System Operator, Interconnection Customer, and Interconnecting Transmission Owner shall negotiate concerning any disputed provisions of the appendices to the draft ETU IA for not more than sixty (60) Calendar Days after tender by the System Operator of the draft ETU IA pursuant to Section 11 of this ETU IP. If Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the draft ETU IA pursuant to Section 11.1 of this ETU IP and request submission of the unexecuted ETU IA with the Commission or initiate Dispute Resolution procedures pursuant to Section 13.5 of this ETU IP. If Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to request either the filing of the unexecuted ETU IA or initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if Interconnection Customer has not executed the ETU IA, requested filing of an unexecuted ETU IA, or initiated Dispute Resolution procedures pursuant to Section 13.5 of this ETU IP within sixty (60) Calendar Days of tender of by the System Operator of the draft ETU IA pursuant to Section 11.1, it shall be deemed to have withdrawn its Interconnection Request. The System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer a final ETU IA within fifteen (15) Business Days after the mutually agreed completion of the negotiation process.

### **11.2.1 Delay in ETU IA Execution, or Filing Unexecuted, to Await Affected System Study Report.**

If Interconnection Customer has not received its Affected System Study Report from the Affected System Operator prior to the date that it would be required to execute its ETU IA (or request that its ETU IA be filed unexecuted) pursuant to Section 11.1 of this ETU IP, System Operator shall, upon request of Interconnection Customer, extend this deadline to thirty (30) Calendar Days after Interconnection Customer's receipt of the Affected System Study Report. If Interconnection Customer, after delaying ETU IA execution, or requesting unexecuted filing, to await Affected System Study Report, decides to proceed to ETU IA execution, or request unexecuted filing, without those results, it may notify System Operator of its intent to proceed with ETU IA execution (or request that its ETU IA be filed unexecuted) pursuant to Section 11.1 of this ETU IP. If System Operator determines that further delay to the ETU IA execution date would cause a material impact on the cost or timing of an equal- or lower-queued interconnection customer, System Operator must notify Interconnection Customer of such impacts and set the deadline to execute the ETU IA (or request that the ETU IA be filed unexecuted) to thirty (30) Calendar Days after such notice is provided.

## **11.3 Evidence to be Provided by Interconnection Customer; Execution and Filing of ETU IA.**

### **11.3.1 Evidence to be Provided by Interconnection Customer.**

**11.3.1.1 Site Control and ETU IA Deposit.** Simultaneously with submitting the executed ETU IA to the System Operator, or within ten (10) Business Days after Interconnection Customer request that the ETU IA be filed unexecuted at the Commission, Interconnection Customer shall provide (A) to the System Operator demonstration of continued Site Control pursuant to Section 8.1(2) of this ETU IP; and (B) to the Interconnecting Transmission Owner, in a form acceptable to the Interconnecting Transmission Owner, the ETU IA Deposit equal to twenty percent (20%) of Interconnection Customer's estimated Network Upgrade costs identified in the draft ETU IA minus the total amount of Commercial Readiness Deposit that Interconnection Customer has provided to the System Operator for its Interconnection Request. Interconnecting Transmission Owner shall use ETU IA Deposits as (or as a portion of) Interconnection Customer's security required under Article 11.5 of the ETUIA. Interconnection Customer may not request to suspend its ETU IA under Article 5.16 of the ETU IA until Interconnection Customer has provided (A) to the System Operator and (B) to the Interconnecting Transmission Owner.

If Interconnection Customer fails to provide (A) and (B) within the thirty (30) Calendar Days allowed for returning the executed ETU IA and appendices under Section 11.1 of this ETU IP, or within ten (10) Business Days after Interconnection Customer requests that the System Operator and Interconnecting Transmission Owner file the ETU IA unexecuted at the Commission as allowed in this Section 11.3 of this ETU IP, the Interconnection Request will be deemed withdrawn pursuant to Section 3.7 of this ETU IP.

**11.3.1.2 Development Milestones.** Simultaneously with submitting the executed ETU IA to the System Operator, or within ten (10) Business Days after Interconnection Customer requests that the ETU IA be filed unexecuted, Interconnection Customer also shall provide to the System Operator reasonable evidence that one or more of the following milestones in the development of the Elective Transmission Upgrade, to be elected by Interconnection Customer, has been achieved: (i) the submission of filings for regulatory siting; (ii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Elective Transmission Upgrade; (iii) execution of an agreement (or comparable evidence) regarding the use of the Elective Transmission Upgrade; (iv) application for environmental or land use permit.

At the same time, Interconnection Customer with an Interconnection Request shall commit to a schedule for the payment of upgrades identified in the Interconnection Studies or an E&P Agreement.

Within fifteen (15) Business Days after receipt of the final ETU IA, an Interconnection Customer with an Interconnection Request studied in a CSIS and CFAC where such studies were triggered prior to the effective date of this ETU IP that provided the additional CETU Participation Deposit in accordance with Section 4.2.4.4 shall provide to the Interconnecting Transmission Owner, in cash, a potentially non-refundable deposit of twenty (20) percent of the total costs for the Interconnection Facilities and other upgrades, including any CETUs, identified in the CFAC, unless the Interconnecting Transmission Owner's expenditure schedule for the Interconnection Facilities and other upgrades calls for an initial payment of greater than twenty (20) percent of the total upgrade costs, in which case the scheduled initial payment must instead be made within the fifteenth Business Day after receipt of the final ETU IA. If Interconnection Customer does not submit this deposit (or make the initial payment) by the fifteenth Business Day after receipt of the final ETU IA, the Interconnection Request shall be automatically withdrawn from the interconnection queue without further opportunity to cure, and Interconnection Customer's initial and additional CETU Participation Deposits shall become non-refundable. The non-

refundable initial and additional CETU Participation Deposits shall be re-allocated, according to the cost allocation methodology contained in Schedule 11, to Interconnection Customers with Interconnection Requests included in the cluster at time the facilities proposed in the Interconnection Requests achieve Commercial Operation. If an Interconnection Request is withdrawn after Interconnection Customer's payment of twenty (20) percent of the total cost responsibility for the upgrades to the Interconnecting Transmission Owner, then the payment shall be used to offset the costs of the CETU. Any unspent payments of the total cost responsibility for the upgrades to the Interconnecting Transmission Owner will be refunded to the respective Interconnection Customers that executed the Interconnection Agreement and provided to the Interconnecting Transmission Owner the twenty (20) percent deposit (or initial payment) if all the associated Interconnection Requests are withdrawn from the interconnection queue and the associated Interconnection Agreements are terminated.

**11.3.2 Execution and Filing of ETU IA.** Within fifteen (15) Business Days after receipt of the final ETU IA, (i) Interconnection Customer and Interconnecting Transmission Owner shall execute three (3) originals of the tendered ETU IA, and return them to the System Operator, who will send an original to Interconnecting Transmission Owner and Interconnection Customer; or (ii) Interconnection Customer shall request in writing that the System Operator and the Interconnecting Transmission Owner jointly file with the Commission an ETU IA in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either the executed originals of the tendered ETU IA (if it does not conform with a Commission-approved standard form of interconnection agreement) or the request to file an unexecuted ETU IA, the System Operator and Interconnecting Transmission Owner, in accordance with Section 11.3.3 or Section 11.3.4, as appropriate, shall jointly file the ETU IA with the Commission, together with its explanation of any matters as to which the System Operator, Interconnection Customer or Interconnecting Transmission Owner disagree and support for the costs that the Interconnecting Transmission Owner proposes to charge to Interconnection Customer under the ETU IA. An unexecuted ETU IA should contain terms and conditions deemed appropriate by the System Operator and Interconnecting Transmission Owner for the Interconnection Request. If the Parties agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted ETU IA, they may proceed pending Commission action.

With respect to the interconnection of an Interconnection Customer under Schedule 25, the ETU IA shall be a three-party agreement among the Interconnecting Transmission Owner, the System Operator and Interconnection Customer. If the Interconnecting Transmission Owner, System Operator and

Interconnection Customer agree to the terms and conditions of a specific ETU IA, or any amendments to such an ETU IA, then the System Operator and Interconnecting Transmission Owner shall jointly file the executed ETU IA, or amendment thereto, with the Commission under Section 205 of the Federal Power Act. To the extent the Interconnecting Transmission Owner, System Operator and Interconnection Customer cannot agree to proposed variations from the standard form of ETU IA in Appendix 11 or cannot otherwise agree to the terms and conditions of the ETU IA for such Elective Transmission Upgrade, or any amendments to such an ETU IA, then the System Operator and Interconnecting Transmission Owner shall jointly file an unexecuted ETU IA, or amendment thereto, with the Commission under Section 205 of the Federal Power Act and shall identify the areas of disagreement in such filing, provided that, in the event of disagreement on terms and conditions of the ETU IA related to the costs of upgrades to such Interconnecting Transmission Owner's transmission facilities, the anticipated schedule for the construction of such upgrades, any financial obligations of the Interconnecting Transmission Owner, and any provisions related to physical impacts of the interconnection on the Interconnecting Transmission Owner's transmission facilities or other assets, then the standard applicable under Section 205 of the Federal Power Act shall apply only to the Interconnecting Transmission Owner's position on such terms and conditions.

**11.3.3** The Interconnecting Transmission Owner, acting on its own or jointly with the System Operator, may initiate a filing to amend this ETU IP and the standard form of ETU IA in Appendix 11 under Section 205 of the Federal Power Act and shall include in such filing the views of System Operator, provided that the standard applicable under Section 205 of the Federal Power Act shall apply only to the Interconnecting Transmission Owner's position on any financial obligations of the Interconnecting Transmission Owner or Interconnection Customer(s), and any provisions related to physical impacts of the interconnection on the Interconnecting Transmission Owner's transmission facilities or other assets.

#### **11.4 Commencement of Interconnection Activities.**

If Interconnection Customer executes the final ETU IA, the System Operator, Interconnection Customer and Interconnecting Transmission Owner shall perform their respective obligations in accordance with the terms of the ETU IA, subject to modification by the Commission. Upon submission of an unexecuted ETU IA, the System Operator, Interconnection Customer and Interconnecting Transmission Owner shall promptly comply with the unexecuted ETU IA, subject to modification by the Commission.

#### **11.5 Other Regulatory Arrangements.**

Prior to achieving Commercial Operation, the Elective Transmission Upgrade must be under the Operational Authority of the System Operator pursuant to a Transmission Operating Agreement and establish a schedule under the ISO OATT pursuant to which service will be offered over the Elective Transmission Upgrade.

## **SECTION 12. CONSTRUCTION OF INTERCONNECTING TRANSMISSION OWNER INTERCONNECTION FACILITIES AND NETWORK UPGRADES.**

### **12.1 Schedule.**

Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party or Internal Affected Party shall negotiate in good faith concerning a schedule for the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades.

### **12.2 Construction Sequencing.**

**12.2.1 General.** In general, the Trial Operation Date of an Interconnection Customer seeking interconnection to the Administered Transmission System will determine the sequence of construction of Network Upgrades.

**12.2.2 Advance Construction of Network Upgrades that are an Obligation of an Entity other than Interconnection Customer.** An Interconnection Customer with an executed or unexecuted, but filed with the Commission, ETU IA, in order to maintain its Trial Operation Date, may request that the Interconnecting Transmission Owner or appropriate Affected Party advance to the extent necessary the completion of Network Upgrades that: (i) were assumed in the Interconnection Studies for such Interconnection Customer, (ii) are necessary to support such Trial Operation Date, and (iii) would otherwise not be completed, pursuant to a contractual obligation of an entity other than Interconnection Customer that is seeking interconnection to the Administered Transmission System, in time to support such Trial Operation Date. Upon such request, the Interconnecting Transmission Owner or appropriate Affected Party will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that Interconnection Customer commits to pay the Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party; (i) any associated expediting costs and (ii) the cost of such Network Upgrades.

The Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party will refund to Interconnection Customer both the expediting costs and the cost of Network Upgrades, in accordance with Article 11.4 of the ETU IA. Consequently, the entity with a contractual obligation to construct such Network Upgrades shall be obligated to pay only that portion of the costs of the Network Upgrades that the Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party has not refunded to Interconnection Customer. Payment by that entity with a contractual obligation to construct such Network Upgrades shall be due on the date that it would have been due had there been no request for advance construction. The Interconnecting Transmission Owner or appropriate Affected Party shall forward to Interconnection Customer the amount paid by the entity with a contractual obligation to construct the Network Upgrades as payment in full for the outstanding balance owed to Interconnection Customer. The Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party then shall refund to that entity the amount that it paid for the Network Upgrades, in accordance with Article 11.4 of the ETU IA.

**12.2.3 Advancing Construction of Network Upgrades that are Part of the Regional System Plan of the System Operator.** An Interconnection Customer with an ETU IA, in order to maintain its Trial Operation Date, may request that Interconnecting Transmission Owner or appropriate Affected Party advance to the extent necessary the completion of Network Upgrades that: (i) are necessary to support such Trial Operation Date and (ii) would otherwise not be completed, pursuant to the Regional System Plan, in time to support such Trial Operation Date. Upon such request, the Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that Interconnection Customer commits to pay the Interconnecting Transmission Owner or appropriate Affected Party or Internal Affected Party any associated expediting costs.

**12.2.4 Amended Cluster Study.** A Cluster Study Report will be amended to determine the facilities necessary to support the requested Trial Operation Date. This amended report will include those transmission and Generating Facilities that are expected to be in service on or before the requested Trial Operation Date. The ETU IA will also be amended to reflect the results of the amended Cluster Study and any changes in obligations, including financial support, of the Parties.

## **SECTION 13. MISCELLANEOUS.**

### **13.1 Confidentiality.**

Confidential Information shall include, without limitation, all information treated as confidential under the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by any of the Parties to the others prior to the execution of an ETU IA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by any Party, the other Party(ies) shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

**13.1.1 Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the ETU IA; or (6) is required, in accordance with Section 13.1.6, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under the ETU IA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Parties that it no longer is confidential.

**13.1.2 Release of Confidential Information.** A Party shall not release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct



requirements), employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Section 13.1 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 13.1.

**13.1.3 Rights.** Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party(ies). The disclosure by each Party to the other Party(ies) of Confidential Information shall not be deemed a waiver by any Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

**13.1.4 No Warranties.** By providing Confidential Information, a Party does not make any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, a Party does not obligate itself to provide any particular information or Confidential Information to the other Party(ies) nor to enter into any further agreements or proceed with any other relationship or joint venture.

**13.1.5 Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party(ies) under these procedures or its regulatory requirements.

**13.1.6 Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party(ies) with prompt notice of such request(s) or requirement(s) so that the other Party(ies) may seek an appropriate protective order or waive compliance with the terms of the ETU IA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

**13.1.7 Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's(ies') Breach of its obligations under this Section 13.1. Each Party accordingly agrees that the other Party(ies) shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Section 13.1, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Section 13.1, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 13.1.

**13.1.8 Disclosure to the Commission, its Staff, or a State.** Notwithstanding anything in this Section 13.1 to the contrary, and pursuant to 18 CFR section 1b.20, if the Commission or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to the ETU IP, the Party shall provide the requested information to the Commission or its staff, within the time provided for in the request for information. In providing the information to the Commission or its staff, the Party must, consistent with 18 CFR. section 388.112, request that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Party(ies) to the ETU IA when it is notified by the Commission or its staff that a request to release Confidential Information has been received by the Commission, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner, consistent with applicable state rules, regulations and Section 13.1.

**13.1.9** Subject to the exception in Section 13.1.8, any information that a Party claims is competitively sensitive, commercial or financial information ("Confidential Information") shall not be disclosed by the other Party(ies) to any person not employed or retained by the other Party(ies), except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or

dispute; (iii) otherwise permitted by consent of the other Party(ies), such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this ETU IP or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a subregional, regional or national reliability organization or planning group. The Party asserting confidentiality shall notify the other Party(ies) in writing of the information it claims is confidential. Prior to any disclosures of the other Party's(ies') Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party(ies) in writing and agrees to assert confidentiality and cooperate with the other Party(ies) in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

**13.1.10** This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a Breach of this provision).

**13.1.11** The System Operator and Interconnecting Transmission Owner shall, at Interconnection Customer's election, destroy, in a confidential manner, or return the Confidential Information provided at the time when Confidential Information is no longer needed.

## **13.2 Delegation of Responsibility.**

The System Operator and Interconnecting Transmission Owner, or any Affected Party or Internal Affected Party may use the services of subcontractors as it deems appropriate to perform its obligations under this ETU IP. The Party using the services of a subcontractor shall remain primarily liable to Interconnection Customer for the performance of such subcontractors and compliance with its obligations of this ETU IP. The subcontractor shall keep all information provided confidential and shall use such information solely for the performance of such obligation for which it was provided and no other purpose.

## **13.3 Obligation for Study Costs.**

In the event an Interconnection Customer withdraws its Interconnection Request prior to the commencement of the Cluster Study, Interconnection Customer must pay System Operator and Interconnecting Transmission Owner the actual costs of processing its Interconnection Request. In the event an Interconnection Customer withdraws after the commencement of the Cluster Study, the System Operator and the Interconnecting Transmission Owner shall charge, and Interconnection Customer shall

pay, the actual costs of the Interconnection Studies. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein, to Interconnection Customer or offset against the cost of any future Interconnection Studies associated with the applicable Interconnection Request prior to beginning of any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. Interconnection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice therefore. If an Interconnection Customer fails to pay such undisputed costs within the time allotted, its Interconnection Request shall be deemed withdrawn from the Cluster Study Process and will be subject to Withdrawal Penalties pursuant to Section 3.7 of this ETU IP.

#### **13.4 Third Parties Conducting Studies.**

If (i) at the time of the signing of an Interconnection Study Agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) Interconnection Customer receives notice pursuant to Sections 6.3, 7.4, 8.3 or 10.3 of this ETU IP that the System Operator or Interconnecting Transmission Owner will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) Interconnection Customer receives neither the Interconnection Study nor a notice under Sections 6.3, 7.4 or 8.3 of this ETU IP within the applicable timeframe for such Interconnection Study, then Interconnection Customer may request, which request will not be unreasonably denied, that the System Operator and Interconnecting Transmission Owner utilize a third party consultant reasonably acceptable to the System Operator, Interconnection Customer, Interconnecting Transmission Owner and any appropriate Affected Party or Internal Affected Party, to perform such Interconnection Study under the direction of the System Operator or Interconnecting Transmission Owner as applicable. At other times, System Operator or Interconnecting Transmission Owner may also utilize a third party consultant to perform such Interconnection Study, either in response to a general request of Interconnection Customer, or on its own volition. In all cases, use of a third party consultant shall be in accord with Article 26 of the ETU IA (Subcontractors) and limited to situations where the System Operator or Interconnecting Transmission Owner determines that doing so will help maintain or accelerate the study process for Interconnection Customer's pending Interconnection Request and not interfere with the System Operator and Interconnecting Transmission Owner's progress on Interconnection Studies for other pending Interconnection Requests. In cases where Interconnection Customer requests use of a third party consultant to perform such Interconnection Study, Interconnection Customer, System Operator and Interconnecting Transmission Owner shall negotiate all of the pertinent

terms and conditions, including reimbursement arrangements and the estimated study completion date and study review deadline. The System Operator and Interconnecting Transmission Owner shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as soon as practicable upon Interconnection Customer's request subject to the confidentiality provision in Section 13.1 of this ETU IP and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. In any case, such third party contract may be entered into with the System Operator, Interconnection Customer, or Interconnecting Transmission Owner at the System Operator and Interconnecting Transmission Owner's discretion. In the case of (iii) Interconnection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such third party study. Such third party consultant shall be required to comply with this ETU IP, Article 26 of the ETU IA (Subcontractors), and the relevant Tariff procedures and protocols as would apply if the System Operator and Interconnecting Transmission Owner were to conduct the Interconnection Study and shall use the information provided to it solely for purposes of performing such services and for no other purposes.

The System Operator and Interconnecting Transmission Owner shall cooperate with such third party consultant and Interconnection Customer to complete and issue the Interconnection Study in the shortest reasonable time.

### **13.5 Disputes.**

**13.5.1 Submission.** In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with the ETU IA, the ETU IP, or their performance, such Party (the "Disputing Party") shall provide the other Party(ies) with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party(ies). In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's(ies') receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, after thirty (30) Calendar Days, then (i) in the case of disputes arising out of or in conjunction with the ETU IA, the System Operator and Interconnecting

Transmission Owner shall jointly file an unexecuted ETU IA, or amendment thereto, with the Commission in accordance with Section 11.3.4, or (ii) in the case of disputes arising out of or in connection with any other matter regarding the administration of the ETU IP, the System Operator may terminate the Interconnection Request and Interconnection Customer may seek relief pursuant to Section 206 of the Federal Power Act. Each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this Schedule 25.

**13.5.2 External Arbitration Procedures.** Any arbitration initiated under these procedures shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The arbitrator so chosen by the System Operator shall chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Arbitration Rules”) and any applicable Commission regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Section 13, the terms of this Section 13 shall prevail.

**13.5.3 Arbitration Decisions.** Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons for such decision. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the ETU IA and ETU IP and shall have no power to modify or change any provision of the ETU IA and ETU IP in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

**13.5.4 Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three-member panel and one-third of any associated arbitration costs; or (2) one-third the cost of the single arbitrator jointly chosen by the Parties and one-third of any associated arbitration costs.

## **13.6 Local Furnishing Bonds.**

**13.6.1 Facilities Financed by Local Furnishing Bonds.** This provision is applicable only to interconnections associated with facilities financed for the local furnishing of electric energy with tax-exempt bonds, as described in Section 142(f) of the Internal Revenue Code ("local furnishing bonds"). Notwithstanding any other provision of this ETU IA and ETU IP, the Interconnecting Transmission Owner shall not be required to provide Interconnection Service to Interconnection Customer pursuant to this ETU IA and ETU IP if the provision of such Interconnection Service would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance the Interconnecting Transmission Owner's facilities that would be used in providing such Interconnection Service.

**13.6.2 Alternative Procedures for Requesting Interconnection Service.** If the Interconnecting Transmission Owner determines that the provision of Interconnection Service requested by Interconnection Customer would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance its facilities that would be used in providing such Interconnection Service, it shall advise Interconnection Customer within thirty (30) Calendar Days of receiving notice of the Interconnection Request. Interconnection Customer thereafter may renew its Interconnection Request using the process specified in the Tariff.

## **13.7 Engineering & Procurement ("E&P") Agreement.**

Prior to executing an ETU IA, an Interconnection Customer may request, in order to advance the implementation of its interconnection, and the Interconnecting Transmission Owner and any Affected Party or Internal Affected Party shall offer Interconnection Customer, an E&P Agreement that authorizes the Interconnecting Transmission Owner and any Affected Party or Internal Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, the Interconnecting Transmission Owner or any Affected Party or Internal Affected Party shall not be obligated to offer an E&P Agreement if Interconnection Customer is in Dispute Resolution as a result of an allegation that Interconnection Customer has failed to meet any

milestones or comply with any prerequisites specified in other parts of the ETU IP. The E&P Agreement is an optional procedure and it will not alter Interconnection Customer's Queue Position or Trial Operation Date. The E&P Agreement shall provide for Interconnection Customer to pay the cost of all activities authorized by Interconnection Customer, including a deposit of 100 percent of the estimated engineering and study costs, and to make advance payments or provide other satisfactory security for such costs.

Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If Interconnection Customer withdraws its application for interconnection or an E&P Agreement is terminated by any Party, to the extent the equipment ordered can be canceled under reasonable terms, Interconnection Customer shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably canceled, the Interconnecting Transmission Owner or the Affected Party or Internal Affected Party that is a party to an E&P Agreement may elect: (i) to take title to the equipment, in which event the Interconnecting Transmission Owner or relevant Affected Party or Internal Affected Party shall refund Interconnection Customer any amounts paid by Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (ii) to transfer title to and deliver such equipment to Interconnection Customer, in which event Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment.



## **APPENDICES TO ETU IP**

APPENDIX 1 INTERCONNECTION REQUEST FOR ELECTIVE TRANSMISSION UPGRADE

APPENDIX 2 CLUSTER STUDY AGREEMENT

APPENDIX 3 INTERCONNECTION FACILITIES STUDY AGREEMENT

APPENDIX 4 OPTIONAL INTERCONNECTION STUDY AGREEMENT

APPENDIX 5 TRANSITIONAL CLUSTER STUDY AGREEMENT

APPENDIX 6 TRANSITIONAL SERIAL INTERCONNECTION FACILITIES STUDY  
AGREEMENT

APPENDIX 7 TWO-PARTY AFFECTED SYSTEM STUDY AGREEMENT

APPENDIX 8 MULTIPARTY AFFECTED SYSTEM STUDY AGREEMENT

APPENDIX 9 TWO-PARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT

APPENDIX 10 MULTIPARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT

APPENDIX 11 ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION AGREEMENT

**APPENDIX 1**  
**INTERCONNECTION REQUEST**  
**FOR ELECTIVE TRANSMISSION UPGRADE**

The undersigned Interconnection Customer submits this request to interconnect its Elective Transmission Upgrade (“ETU”) to the Administered Transmission System under Schedule 25 – Elective Transmission Upgrade Interconnection Procedures (“ETU IP”) of Section II to the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”). Capitalized terms have the meanings specified in the Tariff.

---

---

**PROJECT INFORMATION**

Proposed Project Name: \_\_\_\_\_

Description of the ETU (*select one of a, b, c, d, or e*):

a. \_\_\_\_ Addition of a specific technology:

Type of new facility (*check all applicable*):

\_\_\_\_DC    \_\_\_\_AC    \_\_\_\_controllable    \_\_\_\_non-controllable    \_\_\_\_Other (Explain):

--

Address(es) or Location(s) of the ETU (including Town/City, County & State or a map detailing such information):

--

Location(s) of the proposed Point(s) of Interconnection and associated terminals:

--

Transmission transfer capability, including:

- i. Energy transfer capability and direction(s) of flow
- ii. Capacity transfer capability and direction(s) of flow
- iii. Other:

**Indicate whether the study should consider:**

- i. Both directions of flow
- ii. One direction of flow only
- iii. Explain:

- b. \_\_\_\_ Modification to existing PTF, MTF or OTF that is part of or interconnected to the Administered Transmission System. Explain.

- c. \_\_\_\_ Specific performance objective associated with specific Generating Facility(ies)/resources:

**Identify Generating Facility(ies)/resources, including Queue Positions:**

**Identify the specific performance goals/objectives of the ETU (e.g., energy integration):**

d.     \_\_\_ Increase in transfer capability between points, including:

- i.       Transfer points (from/to)
- ii.      Energy transfer capability increase and direction(s) of flow
- iii.     Capacity transfer capability increase and direction(s) of flow
- iv.      Other

e.     \_\_\_ Other specific and clearly described discrete objective:

**Requested Dates:**

Commercial Operation: \_\_\_\_\_

Trial Operation: \_\_\_\_\_

In-Service: \_\_\_\_\_

**This request is for (*check either Internal ETU or External ETU options*):**

1)     \_\_\_ An Internal ETU (*check one*):

i.       \_\_\_ The interconnection of proposed new (*check one*):

\_\_\_\_\_ **PTF;** or

\_\_\_\_OTF or MTF.

- ii. \_\_\_\_A modification to, an increase in the transmission capability of, or other specific proposed objective associated with (*check one*):

\_\_\_\_existing internal PTF; or

\_\_\_\_existing internal MTF or OTF that is interconnected to the Administered Transmission System.

- 2) \_\_\_\_An External ETU (*check one and specify the other Control Area interconnecting to \_\_\_\_\_*)

- i. \_\_\_\_The interconnection of proposed new (*check one*):

\_\_\_\_PTF; or

\_\_\_\_OTF or MTF.

- ii. \_\_\_\_A modification to, an increase in the transmission capability of, or other specific proposed objective associated with (*check one*):

\_\_\_\_existing external PTF; or

\_\_\_\_existing external MTF or OTF.

- iii. \_\_\_\_A change from NI Interconnection Service to CNI Interconnection Service for a controllable MTF or OTF (no physical change to facilities).

**For External controllable OTF or MTF in the importing direction, applicant requests (*check one NI or CNI*):**

\_\_\_\_NI Interconnection Service (i.e., energy only): \_\_\_\_\_ MW

\_\_\_\_CNI Interconnection Service (i.e., capacity and energy): \_\_\_\_\_ MW

☐ Interconnection Customer requests to be downgraded to NI Interconnection Service where violations are identified in the thermal analysis associated with CNI Interconnection Service testing

**Evidence of Site Control (*check one*):**

- a. \_\_\_\_ If for CNI Interconnection Service, Site Control is included with this Interconnection Request form, as required.
- b. \_\_\_\_ If for NI Interconnection Service (*check one*):
- i. \_\_\_\_ Site Control is provided with this Interconnection Request form.
  - ii. \_\_\_\_ In lieu of evidence of Site Control, a \$10,000 deposit is provided with this Interconnection Request form (refundable within the cure period as described in Section 3.3.2 of the ETU IP).
  - iii. \_\_\_\_ Site Control is not provided because the proposed modification is either:  
a) to existing MTF, OTF or PTF and by checking this option, Interconnection Customer certifies that the proposed modification does not require additional real property, or b) to PTF and Interconnection Customer does not own such PTF.

The ETU technical data specified within the applicable attachment to this form is required to be included with the submittal of this Interconnection Request.

**CUSTOMER INFORMATION**

	<b><u>Interconnection Customer</u></b>	<b><u>Customer Representative</u></b>
<b>Company Name:</b>		
<b>Address:</b> (PO Box)		
(Street)		
(City, State, ZIP)		
<b>Phone:</b>		

<b>FAX:</b>		
<b>Email:</b>		

ISO Customer ID# (if available): \_\_\_\_\_

---

**This Interconnection Request is submitted by:**

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (type or print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

---

*In order for an Interconnection Request to be considered a valid request, it must include:*

- (a) all required deposits provided electronically and may be refundable in accordance with Section 3.3.2 of the ETU IP;*
- (b) Required Cluster Study Deposit and may be refundable in accordance with Section 3.3.2 of the ETU IP that is provided electronically;*
- (c) Commercial Readiness Deposit and may be refundable in accordance with Section 3.3.2 of the ETU IP;*
- (d) For CNI Interconnection Service, upload documentation demonstrating 100% Site Control in accordance with Section 3.3.2. If for NI Interconnection Service upload documentation demonstrating 100% Site Control in accordance with Section 3.4.2 (iv) or (1) a signed affidavit from an officer of Interconnection Customer indicating that Site Control is unobtainable due to regulatory limitations as such term is defined by the System Operator; and (2) documentation sufficiently describing and explaining the source and effects of such regulatory limitations, including a description of any conditions that must be met to satisfy the regulatory limitations and the anticipated time by which Interconnection Customer expects to satisfy the regulatory requirements and (3) a cash deposit in lieu of Site Control of \$10,000 per MW, subject to a minimum of \$500,000 and a maximum of \$2,000,000. An Interconnection Customer does not need to demonstrate Site Control for an Interconnection Request for a modification to its existing PTF,*

*MTF or OTF facility where Interconnection Customer has certified that it has Site Control and that the proposed modification does not require additional real property;*

*(e) Include a detailed map, such as a map of the quality produced by the U.S. Geological Survey, which clearly indicates the site of the new facility and pertinent surrounding structures;*

*(f) Include a one-line diagram of the facilities; and*

*(g) Include all information required on the Interconnection Request form and any attachments thereto.*

*The Interconnection Request and attachments thereto must be submitted to the System Operator via the Interconnection Request Tracking Tool or IRTT, a web-based application for submitting, tracking and viewing Interconnection Requests available on the ISO New England website.*

*In addition, within sixty (60) days of submitting an Interconnection Request to the System Operator, the Interconnection Customer with a request for an External ETU, shall provide evidence that it has submitted a valid request with the other Control Area to which it seeks to interconnect.*



Attachment A  
to Appendix 1  
Interconnection Request  
Technical Data Required For  
Cluster Study

**The technical data required below must be inputted directly into IRTT and submitted with the Interconnection Request pursuant to Section 3.3.2 of the ETU IP. Submit additional data sheets as necessary.**

**ELECTIVE TRANSMISSION UPGRADES:**

<b>GEOGRAPHIC MAP</b>
Geographic map which clearly illustrates the location of the proposed Elective Transmission Upgrade facilities and which includes the location of the proposed Point(s) of Interconnection and a specific transmission line or transmission cable route if applicable.
<b>ONE LINE DIAGRAM</b>
Detailed one-line diagram of the proposed Elective Transmission Upgrades facilities showing the connectivity between all new proposed equipment (i.e., circuit breakers, instrument transformers, surge arresters, transformers, shunt-connected capacitor banks, shunt-connected reactors, dynamic reactive power supply systems, transmission lines, etc.) and the proposed bus configuration at the Point(s) of Interconnection. Equipment grounding configuration should be depicted on the one-line (i.e., for transformers show winding and grounding arrangement)
<b>PROPOSED POINT(S) OF INTERCONNECTION</b> <i>(include additional points as necessary)</i>
Point of Interconnection A:
Voltage Level: _____ kV

Point of Interconnection B:
Voltage Level: _____ Kv
Point of Interconnection C:
Voltage Level: _____ kV
<b>AC TRANSMISSION LINE DATA</b>  <i>(include data for segments between the POI and converter station(s) as necessary)</i>
Transmission line length: _____ Miles
AC transmission tower design illustrating tower type, conductor type, number of conductors per bundle, spacing of conductors within bundle, phase spacing between conductors or conductor bundles, and conductor or conductor bundle clearances.
Voltage level: _____ kV
Transmission line MVA base: _____ MVA
Positive sequence impedances on transmission line MVA base:  R: _____ p.u.      X: _____ p.u.      B: _____ p.u.
Zero sequence impedances on transmission line MVA base):  R: _____ p.u.      X: _____ p.u.      B: _____ p.u.
Line Rating: Normal/LTE/STE Rating _____ MVA / _____ MVA / _____ MVA
<b>TRANSFORMER DATA</b>  <i>(include data for converter station power transformer(s) as necessary)</i>
Transformer Rating:  OA/FA/FOA Rating _____ MVA / _____ MVA / _____ MVA

Voltage Ratio: High-side/Low-side/Tertiary _____ kV / _____ kV / _____ kV
Winding Connections (Delta, Wye, or Wye-Grounded): High-side Winding / Low-side Winding / Tertiary Winding _____ / _____ / _____
Fixed or Variable Taps:
Tap Range:
Two-Winding Transformer Impedances: Positive Sequence Impedance on transformer OA MVA base: _____ % _____ X/R Zero Sequence Impedance on transformer OA MVA base: _____ % _____ X/R
Three-Winding Transformer Impedances:
Positive Sequence Impedance on transformer OA MVA base $Z1_{H-L}$ (on self-cooled MVA rating) _____ %, X/R _____ $Z1_{H-T}$ (on self-cooled MVA rating) _____ %, X/R _____ $Z1_{L-T}$ (on self-cooled MVA rating) _____ %, X/R _____
Zero Sequence Impedance on transformer OA MVA base $Z0_{H-L}$ (on self-cooled MVA rating) _____ %, X/R _____ $Z0_{H-T}$ (on self-cooled MVA rating) _____ %, X/R _____ $Z0_{L-T}$ (on self-cooled MVA rating) _____ %, X/R _____
<b>FIXED OR SWITCHED SHUNT CAPACITOR BANK DATA</b>
Capacitor Bank Rating: _____ MVar
Positive sequence susceptance on capacitor bank rating base: B: _____ p.u.
Zero sequence susceptance on capacitor bank rating base: B: _____ p.u.

<b>FIXED OR SWITCHED SHUNT REACTOR DATA</b>
Nameplate Reactor Rating: _____ MVar
Positive sequence susceptance on reactor rating base: B: _____ p.u.
Zero sequence susceptance on reactor rating base: B: _____ p.u.
<b>DYNAMIC SHUNT REACTIVE SUPPLY SYSTEM</b>
Device Type (i.e., SVC, STATCOM, etc.):
Reactive power supply reference point:
Maximum leading reactive power supply capability: _____ MVar
Maximum lagging reactive power supply capability: _____ MVar
<b>DC TRANSMISSION SYSTEMS (LINE-COMMUTATED CONVERTER TECHNOLOGY)</b>
Nameplate power transmission capacity: _____ MW    _____ MVA
Minimum power transmission capacity: _____ MW
Maximum power transmission ramp rate: _____ MW/min
Point-to-point or back-to-back transmission:
Monopolar or bipolar transmission configuration:
Unidirectional or bidirectional power transmission: (identify rectifier station for detail to be submitted below):
Rated DC voltage: _____ kV
Rated DC current: _____ A
Power controlling converter station and real power reference location:

<p>Converter station losses (including auxiliary power demand) at nameplate power:</p> <p>Rectifier: _____ kW      Inverter: _____ kW</p>
<p>Transmission line or cable losses at nameplate power: _____ kW</p>
<p>Nominal rectifier firing angle (alpha): _____ deg</p>
<p>Nominal inverter extinction angle (gamma): _____ deg</p>

<p>Converter station total reactive power supply (including filtering system) at nameplate active power:</p> <p>Rectifier: _____ MVar      Inverter: _____ MVar</p>
<p>Number of switched filter or reactive power supply devices:</p> <p>Rectifier: _____      Inverter: _____</p>
<p>Size of largest switched filter or reactive power supply device:</p> <p>Rectifier: _____ MVar      Inverter: _____ MVar</p>
<p>DC transmission tower design illustrating tower type, conductor type, number of conductors, spacing between pole conductors or conductor bundles, and conductor or conductor bundle clearances.</p>
<p>DC cable design illustrating cable type, cable spacing, and underground or submarine installation design.</p>
<p>Pole conductor resistance at maximum operating temperature: _____ ohms</p>
<p>DMNR conductor resistance at maximum operating temperature : _____ ohms</p>
<p><b>DC TRANSMISSION SYSTEMS (VOLTAGE SOURCE CONVERTER TECHNOLOGY)</b></p>
<p>Nameplate power transmission capacity: _____ MW      _____ MVA</p>
<p>Point-to-point or back-to-back transmission:</p>

Transmission configuration (i.e., mono-pole, bi-pole or other):
Unidirectional or bidirectional power transmission: (identify rectifier station for detail to be submitted below):
Maximum power transmission ramp rate: _____ MW/min
Rated DC voltage: _____ kV
Rated DC current: _____ A
Real power controlling converter and reference location:
Converter station losses (including auxiliary power demand) at nameplate power: _____ kW
Transmission line or cable losses at nameplate power: _____ kW
Passive filter size:  <div style="margin-left: 40px;"> Rectifier:      Fixed: ____ MVar   Switched at de-block: ____ MVar  Inverter:      Fixed: ____ MVar   Switched at de-block: ____ MVar </div>
Maximum converter station leading reactive power supply (including filtering system) at the network side of the power transformer and at nameplate active power:  <div style="margin-left: 40px;"> Rectifier: _____ MVar      Inverter: _____ MVar </div>

Maximum converter station lagging reactive power supply (including filtering system) at the network side of the power transformer and at nameplate active power:

Rectifier: \_\_\_\_\_ MVar      Inverter: \_\_\_\_\_ MVar

Provide reactive capability curve.

DC transmission tower design illustrating tower type, conductor type, number of conductors, spacing between pole conductors or conductor bundles, and conductor or conductor bundle clearances.

DC cable design illustrating cable type, cable spacing, and underground or submarine installation design.

Pole conductor resistance at maximum operating temperature: \_\_\_\_\_ ohms

### **POWER SYSTEM SIMULATION MODELS**

Completed, fully-functioning, public (*i.e.*, non-proprietary or non-confidential) Siemens PTI's ("PSS/E") power flow models or other compatible formats, such as IEEE and General Electric Company Power Systems Load Flows ("PSLF") data sheet, must be supplied with this Attachment A. If additional public data sheets are more appropriate to the proposed device, then they shall be provided. For all Interconnection Studies commencing after January 1, 2017, all power flow models must be standard library models in PSS/E or applicable applications. After January 1, 2017, user-models will not be accepted. When proxy generation is submitted, it must meet the data and modeling requirements of Schedule 22.

#### ***MODELS FOR NON-SYNCHRONOUS GENERATORS***

Models that meet the requirements of ISO New England Planning Procedures:

1. an appropriately parameterized library RMS positive sequence dynamics model, including model block diagram of the inverter control and plant control systems, that corresponds to Interconnection Customer's ETU and proxy Generating Facility, if applicable, and,
2. a validated user-defined model where one exists for the equipment (*i.e.* where the manufacturer attests that a library model may fully capture the behavior of the equipment). The user model will only be used for the fuller understanding of equipment behavior and will

not be used to finalize the upgrade requirements in the Cluster Study and will not be added to base cases going forward.

3. A validated electromagnetic transient model

Interconnection Customer must also demonstrate that the model is validated by providing evidence that the equipment behavior is consistent with the model behavior (e.g., an attestation from Interconnection Customer that the model accurately represents the entire ETU and proxy Generating Facility, if applicable; attestations from each equipment manufacturer that the user defined model accurately represents the component of the ETU and proxy Generating Facility, if applicable; or test data).

**OTHER TRANSMISSION FACILITY DATA**

System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Cluster Study.

**Applicant Signature**

I hereby certify that, to the best of my knowledge, all the information provided in this Attachment A to the Interconnection Request is true and accurate.

For Interconnection Customer: \_\_\_\_\_ Date: \_\_\_\_\_



### **CLUSTER SYSTEM IMPACT STUDY APPLICATION FORM**

The undersigned Interconnection Customer submits this form to request the inclusion of the Interconnection Request for its Elective Transmission Upgrade in a Cluster Interconnection System Impact Study pursuant to Section 4.2.3.2.2 of this ETU IP.

To be included in a Cluster Interconnection System Impact Study, the following must be submitted together with this form to the System Operator by the Cluster Entry Deadline:

1. Project Information:

1.3 Project Name: \_\_\_\_\_

1.4 Queue Position: \_\_\_\_\_

1.5 Is the Interconnection Request contractually associated with an Interconnection Request for a Generating Facility? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, identify Queue Position of the associated Interconnection Request and provide evidence of the contractual commitment. Queue Position No.: \_\_\_\_\_

2. Initial CETU Participation Deposit as specified in Section 4.2.3

#### **Applicant Signature**

I hereby certify that, to the best of my knowledge, all the information provided in this form is true and accurate.

For Interconnection Customer: \_\_\_\_\_ Date: \_\_\_\_\_ 

## **APPENDIX 2**

### **CLUSTER STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”) [and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”)]. Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

### **RECITALS**

**WHEREAS**, Interconnection Customer is proposing an Elective Transmission Upgrade consistent with the Interconnection Request submitted by the Interconnection Customer dated \_\_\_\_\_; and

**WHEREAS**, Interconnection Customer desires to interconnect the Elective Transmission Upgrade to the Administered Transmission System; and

**WHEREAS**, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform a Cluster Study to assess the impact of interconnecting the Elective Transmission Upgrade to the Administered Transmission System, and any Internal Affected Systems.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Elective Transmission Upgrade Interconnection Procedure (“ETU IP”).

- 2.0 Interconnection Customer elects and System Operator and Interconnecting Transmission Owner shall cause to be performed a Cluster Study consistent with Section 7.0 of the ETU IP in accordance with the Tariff.
- 3.0 The scope of the Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Cluster Study will be based upon the technical information provided by Interconnection Customer in Attachment A to the Interconnection Request, subject to any modifications in accordance with Section 4.4 of the ETU IP. System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of Cluster Study. If Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.
- 5.0 The Cluster Study Report shall provide the following information:
- identification of any circuit breaker or other facility short circuit capability limits exceeded as a result of the interconnection;
  - identification of any thermal overload of any transmission facility or system voltage limit violations resulting from the interconnection;
  - identification of Contingent Facilities;
  - initial review of grounding requirements and electric system protection;
  - identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and
  - description and non-binding, good faith estimated cost of and the time to construct the facilities required to interconnect the Elective Transmission Upgrade to the Administered Transmission System and to address the identified short circuit, instability, and power flow issues.

- 6.0 The Interconnection Customer is providing a deposit equal to the greater of 100 percent of the estimated cost of the Interconnection System Impact Study or \$250,000.

The deposit shall be applied toward the cost of the Cluster Study and the development of this Cluster Study Agreement and its attachment(s) and the ETU IA. Interconnecting Transmission Owner's and System Operator's good faith estimate for the times of commencement and completion of the Interconnection System Impact Study is [insert dates].

The total estimated cost of the performance of the Interconnection System Impact Study consists of \$\_\_\_\_\_ which is comprised of the System Operator's estimated cost of \$\_\_\_\_\_ and the Interconnecting Transmission Owner's estimated cost of \$\_\_\_\_\_.

Any difference between the deposit and the actual cost of the Cluster Study shall be paid by or refunded to the Interconnection Customer, as appropriate.

Upon receipt of the Cluster Study, System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Interconnection System Impact Study.

System Operator and Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection System Impact Study each month.

Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice.

In accordance with the ETU IP, in performing the Interconnection System Impact Study, System Operator and Interconnecting Transmission Owner shall coordinate with Internal Affected Parties, shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

7.0 Miscellaneous.

7.1 Accuracy of Information. Except as a Party (“Providing Party”) may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection System Impact Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection System Impact Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection System Impact Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection System Impact Study, the content of the Interconnection System Impact Study, or the conclusions of the Interconnection System Impact Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to

an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

- 7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, an Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or

profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an

Interconnection System Impact Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

- 7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection System Impact Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the ETU IP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees



of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[System Operator]

[Insert name of Interconnection Customer]

By:\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Interconnecting Transmission Owner

[Insert name of ITO]

[Insert name of ITO]

By:\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

**ASSUMPTIONS USED IN CONDUCTING THE  
CLUSTER STUDY**

The Cluster Study will be based upon the *technical information provided by Interconnection Customer in the Interconnection Request*, subject to any modifications in accordance with Section 4.4 of the ETU IP, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

Designation of alternative Point(s) of Interconnection and configuration.

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer, System Operator, and Interconnecting Transmission Owner]

**APPENDIX 3**  
**INTERCONNECTION FACILITIES STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”) [and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”)]. Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Interconnection Customer is proposing an Elective Transmission Upgrade consistent with the Interconnection Request submitted by the Interconnection Customer dated \_\_\_\_\_ ; and

**WHEREAS**, Interconnection Customer desires to interconnect the Elective Transmission Upgrade to the Administered Transmission System; and

**WHEREAS**, System Operator and Interconnecting Transmission Owner have completed a Cluster Study and provided the results of said study to the Interconnection Customer; and

**WHEREAS**, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Cluster Study in accordance with Good Utility Practice to physically and electrically connect the Elective Transmission Upgrade to the Administered Transmission System.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Elective Transmission Upgrade Interconnection Procedures (“ETU IP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).
- 2.0 Interconnection Customer elects and System Operator shall cause an Interconnection Facilities Study consistent with Section 8.0 of the ETU IP to be performed in accordance with the Tariff.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.
- 4.0 The Interconnection Facilities Study report (i) shall provide a description, estimated cost of (consistent with Attachment A), and schedule for required facilities to interconnect the Elective Transmission Upgrade to the Administered Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.
- 5.0 The Interconnection Customer is providing a *Commercial Readiness Deposit per Section 8.1 of this ETU IP to enter* the Interconnection Facilities Study and a deposit equal to the greater of 25 percent of the estimated cost of the Interconnection Facilities Study or \$250,000.

The deposit shall be applied toward the cost of the Interconnection Facilities Study and the development of this Interconnection Facilities Study Agreement and its attachment(s) and the ETU IA. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

The total estimated cost of the performance of the Interconnection Facilities Study consists of \$\_\_\_\_\_ which is comprised of the System Operator’s estimated cost of \$\_\_\_\_\_ and the Interconnecting Transmission Owner’s estimated cost of \$\_\_\_\_\_.

Any difference between the deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to the Interconnection Customer, as appropriate.

Upon receipt of the Interconnection Facilities Study, System Operator and Interconnecting Transmission Owner shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Facilities Study. System Operator and Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice.

In accordance with the ETU IP, in performing the Interconnection Facilities Study, Interconnecting Transmission Owner and System Operator shall coordinate with Affected Parties, shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

#### 6.0 Miscellaneous.

6.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

6.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Facilities Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Facilities Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Facilities Study), as applicable, no Party nor any subcontractor consultant

employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Facilities Study, the content of the Interconnection Facilities Study, or the conclusions of the Interconnection Facilities Study.

Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

### 6.3 Force Majeure, Liability and Indemnification.

6.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

6.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or

omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

- 6.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by



Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 6.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Facilities Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.
- 6.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection Facilities Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the ETU IP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 6.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed

severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

- 6.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 6.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 6.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 6.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 6.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 6.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 6.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations

hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[System Operator]

[Insert name of Interconnection Customer]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Interconnecting Transmission Owner

[Insert name of ITO]

[Insert name of ITO]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**INTERCONNECTION CUSTOMER SCHEDULE ELECTION FOR CONDUCTING THE  
INTERCONNECTION FACILITIES STUDY**

Interconnection Customer elects (check one):

- b. +/- 20 percent cost estimate contained in the Interconnection Facilities Study report.
- c. +/- 10 percent cost estimate contained in the Interconnection Facilities Study report.

Interconnecting Transmission Owner and System Operator shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study Report to the Interconnection Customer within the following number of days after receipt of an executed copy of this Interconnection Facilities Study Agreement:

- ninety (90) Calendar Days with no more than a +/- 20 percent cost estimate contained in the report, or
- one hundred eighty (180) Calendar Days with no more than a +/- 10 percent cost estimate contained in the report.

**DATA FORM TO BE PROVIDED BY INTERCONNECTION CUSTOMER  
WITH THE  
INTERCONNECTION FACILITIES STUDY AGREEMENT**

Provide location plan and simplified one-line diagram of the Elective Transmission Upgrade, including terminal facilities. For staged projects, please indicate future equipment, etc.

One set of metering is required for each ETU connection to the new ring bus or existing New England Transmission System station. Number of connections:

On the one line indicate the required capacity attached at each metering location. (Maximum load on Current Transformer/Power Transformer (“CT/PT”))

On the one line indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes \_\_\_\_\_ No \_\_\_\_\_

Will a transfer bus on the ETU side of the metering require that each meter set be designed for the total ETU capacity? Yes \_\_\_\_\_ No \_\_\_\_\_

(Please indicate on one line).

What type of control system or Power Line Carrier (“PLC”) will be located at the Interconnection Customer’s ETU?

What protocol does the control system or PLC use?

Attachment B (page 2)  
Appendix 3  
Interconnection Facilities  
Study Agreement

Please provide a 7.5-minute quadrangle of the site. Sketch the facility, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:

Bus length from facility to interconnection station:

Line length from interconnection station to Interconnecting Transmission Owner's transmission line.

Tower number observed in the field. (Painted on tower leg)\*

Number of third party easements required for transmission lines\*:

\* To be completed in coordination with System Operator and Interconnecting Transmission Owner.

Is the ETU in Interconnecting Transmission Owner's service area?

Yes \_\_\_\_\_ No \_\_\_\_\_ Local provider:

Please provide proposed schedule dates:

Begin Construction Date:

Trial Operation Date:

Commercial Operation Date:

**APPENDIX 4**  
**OPTIONAL INTERCONNECTION STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”) [and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”)]. Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Interconnection Customer is proposing an Elective Transmission Upgrade consistent with the Interconnection Request submitted by the Interconnection Customer dated \_\_\_\_\_; and

**WHEREAS**, Interconnection Customer is proposing to establish an interconnection to the Administered Transmission System; and

**WHEREAS**, Interconnection Customer has submitted to System Operator an Interconnection Request; and

**WHEREAS**, on or after the date when the Interconnection Customer receives the Interconnection System Impact Study results, Interconnection Customer has further requested that the System Operator and Interconnecting Transmission Owner prepare an Optional Interconnection Study.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:



- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Elective Transmission Upgrade Interconnection Procedures (“ETU IP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).
- 2.0 Interconnection Customer elects and System Operator shall cause an Optional Interconnection Study consistent with Section 10.0 of the ETU IP to be performed in accordance with the Tariff.
- 3.0 The scope of the Optional Interconnection Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Optional Interconnection Study shall be performed solely for informational purposes.
- 5.0 The Optional Interconnection Study report shall provide a sensitivity analysis based on the assumptions specified by the Interconnection Customer in Attachment A to this Agreement. The Optional Interconnection Study will identify Interconnecting Transmission Owner’s Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the assumptions specified by the Interconnection Customer in Attachment A.

In accordance with the ETU IP, in performing the Optional Interconnection Study, the System Operator shall coordinate with Interconnecting Transmission Owner and Affected Parties and Internal Affected Parties, and shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

- 6.0 The Interconnection Customer is providing a deposit equal to 100 percent of the estimated cost of the study. Interconnecting Transmission Owner’s and System Operator’s good faith estimate for the time of completion of the Optional Interconnection Study is [insert date].

The total estimated cost of the performance of the Optional Interconnection Study consists of \$\_\_\_\_\_ which is comprised of the System Operator's estimated cost of \$\_\_\_\_\_ and the Interconnecting Transmission Owner's estimated cost of \$\_\_\_\_\_.

Any difference between the initial payment and the actual cost of the study shall be paid by or refunded to the Interconnection Customer, as appropriate. Upon receipt of the Optional Interconnection Study, System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Optional Interconnection Study. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of invoice.

7.0 Miscellaneous.

7.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Optional Interconnection Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Optional Interconnection Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Optional Interconnection Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of

merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Optional Interconnection Study, the content of the Optional Interconnection Study, or the conclusions of the Optional Interconnection Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

### 7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission

Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

- 7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owners under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds

or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Optional Interconnection Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.
- 7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Optional Interconnection Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the ETU IP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located, without regard to any choice of laws provisions.
- 7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

- 7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instances; rather, the same shall be and remain in full force and effect.
- 7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.



**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[System Operator]

[Insert name of Interconnection Customer]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Interconnecting Transmission Owner

[Insert name of ITO]

[Insert name of ITO]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Attachment A

Appendix 4

Optional Interconnection

Study Agreement

**ASSUMPTIONS USED IN CONDUCTING  
THE OPTIONAL INTERCONNECTION STUDY**

[To be completed by Interconnection Customer consistent with Section 10 of the ETU IP.]

**APPENDIX 5 to ETU IP  
TRANSITIONAL CLUSTER STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer”), and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”). System Operator, Interconnection Customer and Interconnecting Transmission Owner each may be referred to as a “Party,” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Interconnection Customer is proposing to develop a Elective Transmission Upgrade or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated \_\_\_\_\_;

**WHEREAS**, Interconnection Customer desires to interconnect the Elective Transmission Upgrade with the Administered Transmission System; and

**WHEREAS**, Interconnection Customer has requested Interconnecting Transmission Owner and System Operator to perform a “Transitional Cluster Study,” which combines the Cluster Study and Interconnection Facilities Study, in a single cluster study, followed by any needed restudies, to specify and estimate the cost of the equipment, engineering, procurement, and construction work needed to physically and electrically connect the Elective Transmission Upgrade to the Administered Transmission System; and

**WHEREAS**, Interconnection Customer has a valid Queue Position as of the {Transmission Provider to insert effective date of compliance filing}.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in this LGIP.

2.0 Interconnection Customer elects, and System Operator shall cause to be performed, a Transitional Cluster Study, and Interconnection Customer elects that System Operator study the Large Generating Facility's request for.

\_\_\_\_\_ Network Import Interconnection Service (energy capability only)

\_\_\_\_\_ Capacity Network Import Interconnection Service (energy capability and capacity capability)

- ☐ Interconnection Customers seeking to complete studies for CNIIS for Interconnection Requests for which NIIS milestones have already been completed shall check this box and fill in the table below

<b>Service Level</b>	<b>Requested Net MW Capability at the Point of Interconnection</b>
<b>CNI Capability Summer</b>	
<b>CNI Capability Winter</b>	

- ☐ Interconnection Customer requests to be downgraded to NI Interconnection Service where violations are identified in the thermal analysis associated with CNI Interconnection Service testing

3.0 The Transitional Cluster Study shall be based upon the technical information provided by Interconnection Customer in the Interconnection Request. System Operator reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Transitional Cluster Study and Interconnection Customer shall provide such data as quickly as reasonable.

4.0 Pursuant to Section 5.1.1.2 of this LGIP, the interim Transitional Cluster Study Report shall provide the information below:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- identification of any thermal overload or voltage limit violations resulting from the interconnection;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and
- Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades that are expected to be required as a result of the Interconnection Request(s) and a non-binding, good faith estimate of cost responsibility and a non-binding, good faith estimated time to construct.

5.0 Pursuant to Section 5.1.1.2 of this LGIP, the final Transitional Cluster Study Report shall: (1) provide all the information included in the interim Transitional Cluster Study Report; (2) provide a description of, estimated cost of, and schedule for required facilities to interconnect the Generating Facility to the Transmission System; and (3) address the short circuit, instability, and power flow issues identified in the interim Transitional Cluster Study Report.

6.0 Interconnection Customer has met the requirements described in Section 5.1.1.2 of this LGIP.

7.0 Interconnection Customer previously provided a deposit for the performance of Interconnection Studies. Interconnection Customer shall provide additional study deposits in the form described in Section 5.1.1.2. System Operator may invoice for additional costs as appropriate such that Interconnection Customer shall pay the actual costs of the Transitional Cluster Study. Any difference between the study deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, in accordance with the provisions of Section 13.3 of this LGIP.

8.0 Miscellaneous.

8.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

8.2 Disclaimer of Warranty. In preparing and/or participating in the Transitional Cluster Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Transitional Cluster Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Transitional Cluster Study ), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Transitional Cluster Study , the content of the Transitional Cluster Study , or the conclusions of the Transitional Cluster Study . Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

8.3 Force Majeure, Liability and Indemnification.

8.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is

hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

- 8.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the

foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

8.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

8.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Transitional Cluster Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

8.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term

of one year or until the Transitional Cluster Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the LGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

- 8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 8.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 8.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 8.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 8.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 8.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 8.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 8.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not



to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

- 8.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**ISO New England Inc.**

By: \_\_\_\_

Title: \_

Date: \_

**{Insert name of Interconnecting Transmission Owner }**

By: \_\_\_\_

Title: \_

Date: \_

**{Insert name of Interconnection Customer}**

By: \_\_\_\_

Title: \_

Date: \_

## TRANSITIONAL SERIAL INTERCONNECTION FACILITIES STUDY AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_, 20\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnection Customer”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Interconnecting Transmission Owner”). Interconnection Customer, System Operator, and Interconnecting Transmission Owner each may be referred to as a “Party,” or collectively as the “Parties.”

### RECITALS

**WHEREAS**, Interconnection Customer is proposing to develop a Elective Transmission Upgrade or generating capacity addition to an existing Elective Transmission Upgrade consistent with the Interconnection Request submitted by Interconnection Customer dated \_\_\_\_\_; and

**WHEREAS**, Interconnection Customer desires to interconnect the Elective Transmission Upgrade with the Interconnecting Transmission Owner’s Transmission System; and

**WHEREAS**, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to continue processing its Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement, and construction work needed to implement the conclusions of the final interconnection system impact study (from the previously effective serial study process) in accordance with Good Utility Practice to physically and electrically connect the Elective Transmission Upgrade to the Transmission System; and

**WHEREAS**, System Operator has provided an Interconnection Facilities Study Agreement to the Interconnection Customer on or before {Transmission Provider to insert effective date of compliance filing}.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in this LGIP.
- 2.0 Interconnection Customer elects and Interconnecting Transmission Owner shall cause to be performed an Interconnection Facilities Study consistent with Section 8 of this LGIP.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A to this Agreement, which shall be the same assumptions as the previous Interconnection Facilities Study Agreement executed by the Interconnection Customer.
- 4.0 The Interconnection Facilities Study Report shall: (1) provide a description, estimated cost of (consistent with Attachment A), and schedule for required facilities to interconnect the Large Generating Facility to the Administered Transmission System; and (2) address the short circuit, instability, and power flow issues identified in the most recently published Cluster Study Report.
- 5.0 Interconnection Customer has met the requirements described in Section 5.1.1.1 of this LGIP. The time for completion of the Interconnection Facilities Study is specified in Attachment A, and shall be no later than 150 Calendar Days after {System Operator to insert effective date accepted on compliance}.
- 6.0 Interconnection Customer previously provided a deposit of \_\_\_\_\_ dollars (\$\_\_\_) for the performance of the Interconnection Facilities Study.
- 7.0 Upon receipt of the Interconnection Facilities Study results, Interconnecting Transmission Owner shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Facilities Study.

8.0 Any difference between the study deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

9.0 Miscellaneous.

9.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

9.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Facilities Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Facilities Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Facilities Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Facilities Study, the content of the Interconnection Facilities Study, or the conclusions of the Interconnection Facilities Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

9.3 Force Majeure, Liability and Indemnification.

9.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to

an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

- 9.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the

performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

9.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

9.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Facilities Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

9.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection Facilities Study is completed. This Agreement

shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the LGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

- 9.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 9.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 9.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 9.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 9.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 9.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 9.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 9.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the

Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

- 9.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**{Insert name of Interconnecting Transmission Owner }**

By: \_\_\_\_

Title: \_

Date: \_

**ISO New England Inc.**

By: \_\_\_\_

Title: \_

Date: \_

**{Insert name of Interconnection Customer}**

By: \_\_\_\_

Title: \_

Date: \_



**Attachment A to Appendix 6**  
**Transitional Serial Interconnection Facilities Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE TRANSITIONAL SERIAL  
INTERCONNECTION FACILITIES STUDY**

{Assumptions to be completed by Interconnection Customer and Interconnecting Transmission Owner}

**APPENDIX 7 to ETU IP**  
**TWO-PARTY AFFECTED SYSTEM STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer) and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (System Operator). Affected System Interconnection Customer and System Operator each may be referred to as a “Party,” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Affected System Interconnection Customer is proposing to develop a {description of generating facility or generating capacity addition to an existing generating facility} consistent with the interconnection request submitted by Affected System Interconnection Customer to {name of host transmission provider}, dated \_\_\_\_\_, for which {name of host transmission provider} found impacts on New England Transmission System; and

**WHEREAS**, Affected System Interconnection Customer desires to interconnect the {generating facility} with {name of host transmission provider}’s transmission system;

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in this ETU IP.
- 2.0 System Operator shall coordinate with Affected System Interconnection Customer to perform an Affected System Study consistent with Section 9 of this ETU IP.

3.0 The scope of the Affected System Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Affected System Study will be based upon the technical information provided by Affected System Interconnection Customer and {name of host transmission provider}. System Operator reserves the right to request additional technical information from Affected System Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Affected System Study.

5.0 The Affected System Study shall provide the following information:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- identification of any thermal overload or voltage limit violations resulting from the interconnection;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection;
- non-binding, good faith estimated cost and time required to construct facilities required on the New England Transmission System to accommodate the interconnection of the {generating facility} to the transmission system of the host transmission provider; and
- description of how such facilities will address the identified short circuit, instability, and power flow issues.

6.0 Affected System Interconnection Customer shall provide a deposit of \_\_\_\_\_ for performance of the Affected System Study. Upon receipt of the results of the Affected System Study by the Affected System Interconnection Customer, System Operator shall charge, and Affected System Interconnection Customer shall pay, the actual cost of the

Affected System Study. Any difference between the deposit and the actual cost of the Affected System Study shall be paid by or refunded to Affected System Interconnection Customer, as appropriate, including interest calculated in accordance with section 35.19a(a)(2) of FERC's regulations.

Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

- 7.2 Disclaimer of Warranty. In preparing and/or participating in the Affected System Study Agreement, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Affected System Study Agreement (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Affected System Study Agreement), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Affected System Study Agreement, the content of the Affected System Study Agreement, or the conclusions of the Affected System Study Agreement. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

- 7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting

any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

- 7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the

foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

7.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Affected System Study Agreement shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Affected System Study Agreement is completed. This Agreement

shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the LGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

- 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the

Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

- 7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

**IN WITNESS THEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**{Insert name of Transmission Provider}**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

**{Insert name of Affected System Interconnection Customer}**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Project No. \_\_\_\_\_



**Attachment A to Appendix 7**  
**Two-Party Affected System Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE  
AFFECTED SYSTEM STUDY**

The Affected System Study will be based upon the following assumptions:

{Assumptions to be completed by Affected System Interconnection Customer and System Operator}

**APPENDIX 8 to ETU IP**  
**MULTIPARTY AFFECTED SYSTEM STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer); \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer); and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (System Operator). Affected System Interconnection Customers and Transmission Provider each may be referred to as a “Party,” or collectively as the “Parties.” When it is not important to differentiate among them, Affected System Interconnection Customers each may be referred to as “Affected System Interconnection Customer” or collectively as the “Affected System Interconnection Customers.”

**RECITALS**

**WHEREAS**, Affected System Interconnection Customers are proposing to develop {description of generating facilities or generating capacity additions to an existing generating facility}, consistent with the interconnection requests submitted by Affected System Interconnection Customers to {name of host transmission provider}, dated \_\_\_\_\_, for which {name of host transmission provider} found impacts on New England Transmission System; and

**WHEREAS**, Affected System Interconnection Customers desire to interconnect the {generating facilities} with {name of host transmission provider}’s transmission system;

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in this ETU IP.

- 2.0 System Operator shall coordinate with Affected System Interconnection Customers to perform an Affected System Study consistent with Section 9 of this ETU IP.
- 3.0 The scope of the Affected System Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Affected System Study will be based upon the technical information provided by Affected System Interconnection Customers and {name of host transmission provider}. System Operator reserves the right to request additional technical information from Affected System Interconnection Customers as may reasonably become necessary consistent with Good Utility Practice during the course of the Affected System Study.
- 5.0 The Affected System Study shall provide the following information:
- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
  - identification of any thermal overload or voltage limit violations resulting from the interconnection;
  - identification of any instability or inadequately damped response to system disturbances resulting from the interconnection;
  - non-binding, good faith estimated cost and time required to construct facilities required on New England Transmission System to accommodate the interconnection of the {generating facilities} to the transmission system of the host transmission provider; and
  - description of how such facilities will address the identified short circuit, instability, and power flow issues.

- 6.0 Affected System Interconnection Customers shall each provide a deposit of \_\_\_\_\_ for performance of the Affected System Study. Upon receipt of the results of the Affected System Study by the Affected System Interconnection Customers, System Operator shall charge, and Affected System Interconnection Customers shall pay, the actual cost of the Affected System Study. Any difference between the deposit and the actual cost of the Affected System Study shall be paid by or refunded to Affected System Interconnection Customers, as appropriate, including interest calculated in accordance with section 35.19a(a)(2) of FERC's regulations.
- 7.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.
- 7.2 Disclaimer of Warranty. In preparing and/or participating in the Affected System Study Agreement, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Affected System Study Agreement (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Affected System Study Agreement), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Affected System Study Agreement, the content of the Affected System Study Agreement, or the conclusions of the Affected System Study Agreement. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 7.3 Force Majeure, Liability and Indemnification.

- 7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.
- 7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting

Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

7.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Affected

System Study Agreement shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

- 7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Affected System Study Agreement is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 of the LGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

- 7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

**IN WITNESS THEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**{Insert name of Transmission Provider}**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

**{Insert name of Affected System Interconnection Customer}**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Project No. \_\_\_\_\_

**{Insert name of Affected System Interconnection Customer}**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Project No. \_\_\_\_\_



**Attachment A to Appendix 8**  
**Multiparty Affected System Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE  
MULTIPARTY AFFECTED SYSTEM STUDY**

The Affected System Study will be based upon the following assumptions:

{Assumptions to be completed by Affected System Interconnection Customers and System Operator}

**APPENDIX 9 TO ETU IP**  
**TWO-PARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, organized and existing under the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer) and \_\_\_\_\_, an entity organized under the laws of the State of \_\_\_\_\_ (Interconnecting Transmission Owner). Affected System Interconnection Customer and Transmission Provider each may be referred to as a “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Affected System Interconnection Customer is proposing to develop a {description of generating facility or generating capacity addition to an existing generating facility} consistent with the interconnection request submitted by Affected System Interconnection Customer to {name of host transmission provider}, dated \_\_\_\_\_, for which {name of host transmission provider} found impacts on the New England Transmission System; and

**WHEREAS**, Affected System Interconnection Customer desires to interconnect the {generating facility} to {name of host transmission provider}'s transmission system; and

**WHEREAS**, additions, modifications, and upgrade(s) must be made to certain existing facilities of the New England Transmission System to accommodate such interconnection; and

**WHEREAS**, Affected System Interconnection Customer has requested, and Interconnecting Transmission Owner has agreed, to enter into this Agreement for the purpose of facilitating the construction of necessary Affected System Network Upgrade(s);

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

## **ARTICLE 1**

### **DEFINITIONS**

When used in this Agreement, with initial capitalization, the terms specified and not otherwise defined in this Agreement shall have the meanings indicated in this ETU IP.

## **ARTICLE 2**

### **TERM OF AGREEMENT**

**2.1 Effective Date.** This Agreement shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC.

**2.2 Term.**

**2.2.1 General.** This Agreement shall become effective as provided in Article 2.1 and shall continue in full force and effect until the earlier of (1) (2) the Parties agree to mutually terminate this Agreement; (3) earlier termination is permitted or provided for under Appendix A of this Agreement; or (4) Affected System Interconnection Customer terminates this Agreement after providing Interconnecting Transmission Owner with written notice at least sixty (60) Calendar Days prior to the proposed termination date, provided that Affected System Interconnection Customer has no outstanding contractual obligations to Transmission Provider under this Agreement. No termination of this Agreement shall be effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination. The term of this Agreement may be adjusted upon mutual agreement of the Parties if (1) the commercial operation date for the {generating facility} is adjusted in accordance with the rules and procedures established by {name of host transmission provider} or (2) the in-service date for the Affected System Network Upgrade(s) is adjusted in accordance with the rules and procedures established by System Operator and Interconnecting Transmission Owner.

**2.2.2 Termination Upon Default.** Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 5 of this Agreement where Breach and Breaching Party are defined in Article 5. Defaulting Party shall mean the Party that is in Default. In the event of a Default by a Party, the non-Defaulting Party shall have the termination rights described in Articles 5 and 6; provided,

however, Transmission Provider may not terminate this Agreement if Affected System Interconnection Customer is the Defaulting Party and compensates Interconnecting Transmission Owner within thirty (30) Calendar Days for the amount of damages billed to Affected System Interconnection Customer by Transmission Provider for any such damages, including costs and expenses, incurred by Transmission Provider as a result of such Default.

**2.2.3 Consequences of Termination.** In the event of a termination by either Party, other than a termination by Affected System Interconnection Customer due to a Default by Interconnecting Transmission Owner, Affected System Interconnection Customer shall be responsible for the payment to Interconnecting Transmission Owner of all amounts then due and payable for construction and installation of the Affected System Network Upgrade(s) (including, without limitation, any equipment ordered related to such construction), plus all out-of-pocket expenses incurred by Interconnecting Transmission Owner in connection with the construction and installation of the Affected System Network Upgrade(s), through the date of termination, and, in the event of the termination of the entire Agreement, any actual costs which Interconnecting Transmission Owner reasonably incurs in (1) winding up work and construction demobilization and (2) ensuring the safety of persons and property and the integrity and safe and reliable operation of the New England Transmission System. Interconnecting Transmission Owner shall use Reasonable Efforts to minimize such costs.

**2.2.4 Reservation of Rights.** Interconnecting Transmission Owner shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Affected System Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

**2.3 Filing.** Interconnecting Transmission Owner shall file this Agreement (and any amendment hereto) with the appropriate Governmental Authority, if required. Affected System Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 8. If Affected System Interconnection Customer has executed this Agreement, or any amendment thereto, Affected System Interconnection Customer shall reasonably cooperate with Interconnecting Transmission Owner with respect to such filing and to provide any information reasonably requested by Interconnecting Transmission Owner needed to comply with applicable regulatory requirements.

**2.4 Survival.** This Agreement shall continue in effect after termination, to the extent necessary, to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this Agreement; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this Agreement or other applicable agreements, to disconnect, remove, or salvage its own facilities and equipment.

**2.5 Termination Obligations.** Upon any termination pursuant to this Agreement, Affected System Interconnection Customer shall be responsible for the payment of all costs or other contractual obligations incurred prior to the termination date, including previously incurred capital costs, penalties for early termination, and costs of removal and site restoration.

### **ARTICLE 3**

#### **CONSTRUCTION OF AFFECTED SYSTEM NETWORK UPGRADE(S)**

##### **3.1 Construction.**

**3.1.1 Interconnecting Transmission Owner Obligations.** Interconnecting Transmission Owner shall (or shall cause such action to) design, procure, construct, and install, and Affected System Interconnection Customer shall pay, consistent with Article 3.2, the costs of all Affected System Network Upgrade(s) identified in Appendix A. All Affected System Network Upgrade(s) designed, procured, constructed, and installed by Interconnecting Transmission Owner pursuant to this Agreement shall satisfy all requirements of applicable safety and/or engineering codes and comply with Good Utility Practice, and further, shall satisfy all Applicable Laws and Regulations. Interconnecting Transmission Owner shall not

be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, or any Applicable Laws and Regulations.

### **3.1.2 Suspension of Work.**

**3.1.2.1 Right to Suspend.** Affected System Interconnection Customer must provide to Interconnecting Transmission Owner written notice of its request for suspension. Only the milestones described in the Appendices of this Agreement are subject to suspension under this Article 3.1.2. Affected System Network Upgrade(s) will be constructed on the schedule described in the Appendices of this Agreement unless: (1) construction is prevented by the order of a Governmental Authority; (2) the Affected System Network Upgrade(s) are not needed by any other Interconnection Customer; or (3) Interconnecting Transmission Owner determines that a Force Majeure event prevents construction. In the event of (1), (2), or (3), any security paid to Interconnecting Transmission Owner under Article 4.1 of this Agreement shall be released by Interconnecting Transmission Owner upon the determination by Interconnecting Transmission Owner that the Affected System Network Upgrade(s) will no longer be constructed. If suspension occurs, Affected System Interconnection Customer shall be responsible for the costs which Interconnecting Transmission Owner incurs (i) in accordance with this Agreement prior to the suspension; (ii) in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of Interconnecting Transmission Owner's Transmission System and, if applicable, any costs incurred in connection with the cancellation of contracts and orders for material which Interconnecting Transmission Owner cannot reasonably avoid;<sup>5</sup> and (iii) reasonably incurs in winding up work and construction demobilization; provided, however, that, prior to canceling any such contracts or orders, Interconnecting Transmission Owner shall obtain Affected System Interconnection Customer's authorization. Affected System Interconnection Customer shall be responsible for all costs incurred in connection with Affected System Interconnection Customer's failure to authorize cancellation of such contracts or orders.

Interest on amounts paid by Affected System Interconnection Customer to Interconnecting Transmission Owner for the design, procurement, construction, and installation of the Affected System Network Upgrade(s) shall not accrue during periods in which Affected System Interconnection Customer has suspended construction under this Article 3.1.2.

Interconnecting Transmission Owner shall invoice Affected System Interconnection Customer pursuant to Article 4 and will use Reasonable Efforts to minimize its costs. In the event Affected System Interconnection Customer suspends work by Affected System Interconnecting Transmission Owner required under this Agreement pursuant to this Article 3.1.2.1, and has not requested Affected System Interconnecting Transmission Owner to recommence the work required under this Agreement on or before the expiration of three (3) years following commencement of such suspension, this Agreement shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Affected System Interconnecting Transmission Owner, whichever is earlier, if no effective date of suspension is specified.

**3.1.3 Construction Status.** Interconnecting Transmission Owner shall keep Affected System Interconnection Customer advised periodically as to the progress of its design, procurement and construction efforts, as described in Appendix A. Affected System Interconnection Customer may, at any time and reasonably, request a progress report from Interconnecting Transmission Owner. If, at any time, Affected System Interconnection Customer determines that the completion of the Affected System Network Upgrade(s) will not be required until after the specified in-service date, Affected System Interconnection Customer will provide written notice to Interconnecting Transmission Owner of such later date upon which the completion of the Affected System Network Upgrade(s) would be required. Interconnecting Transmission Owner may delay the in-service date of the Affected System Network Upgrade(s) accordingly.

**3.1.4 Timely Completion.** Interconnecting Transmission Owner shall use Reasonable Efforts to design, procure, construct, install, and test the Affected System Network Upgrade(s) in accordance with the schedule set forth in Appendix A, which schedule may be revised from time to time by mutual agreement of the Parties. If any event occurs that will affect the time or ability to complete the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall promptly notify Affected System Interconnection Customer. In such circumstances, Interconnecting Transmission Owner shall, within fifteen (15) Calendar Days of such notice, convene a meeting with Affected System Interconnection Customer to evaluate the alternatives available to Affected System Interconnection Customer. Interconnecting Transmission Owner shall also make available to Affected System Interconnection Customer all studies and work papers related to the event and corresponding delay, including all

information that is in the possession of Interconnecting Transmission Owner that is reasonably needed by Affected System Interconnection Customer to evaluate alternatives, subject to confidentiality arrangements consistent with Article 8. Interconnecting Transmission Owner shall, at Affected System Interconnection Customer's request and expense, use Reasonable Efforts to accelerate its work under this Agreement to meet the schedule set forth in Appendix A, provided that (1) Affected System Interconnection Customer authorizes such actions, such authorization to be withheld, conditioned, or delayed by Affected System Interconnection Customer only if it can demonstrate that the acceleration would have a material adverse effect on it; and (2) the Affected System Interconnection Customer funds costs associated therewith in advance.

### **3.2 Interconnection Costs.**

**3.2.1 Costs.** Affected System Interconnection Customer shall pay to Interconnecting Transmission Owner costs (including taxes and financing costs) associated with seeking and obtaining all necessary approvals and of designing, engineering, constructing, and testing the Affected System Network Upgrade(s), as identified in Appendix A, in accordance with the cost recovery method provided herein. Unless Interconnecting Transmission Owner elects to fund the Affected System Network Upgrade(s), they shall be initially funded by Affected System Interconnection Customer.

**3.2.1.1 Lands of Other Property Owners.** If any part of the Affected System Network Upgrade(s) is to be installed on property owned by persons other than Affected System Interconnection Customer or Interconnecting Transmission Owner, Interconnecting Transmission Owner shall, at Affected System Interconnection Customer's expense, use efforts similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority to the extent permitted and consistent with Applicable Laws and Regulations and, to the extent consistent with such Applicable Laws and Regulations, to procure from such persons any rights of use, licenses, rights-of-way, and easements that are necessary to construct, operate, maintain, test, inspect, replace, or remove the Affected System Network Upgrade(s) upon such property.



### **3.3 Taxes.**

**3.3.1 Indemnification for Contributions in Aid of Construction.** With regard only to payments made by Affected System Interconnection Customer to Interconnecting Transmission Owner for the installation of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall not include a gross-up for income taxes in the amounts it charges Affected System Interconnection Customer for the installation of the Affected System Network Upgrade(s) unless (1) Interconnecting Transmission Owner has determined, in good faith, that the payments or property transfers made by Affected System Interconnection Customer to Interconnecting Transmission Owner should be reported as income subject to taxation, or (2) any Governmental Authority directs Interconnecting Transmission Owner to report payments or property as income subject to taxation. Affected System Interconnection Customer shall reimburse Interconnecting Transmission Owner for such costs on a fully grossed-up basis, in accordance with this Article, within thirty (30) Calendar Days of receiving written notification from Interconnecting Transmission Owner of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten (10)-year testing period and the applicable statute of limitation, as it may be extended by Interconnecting Transmission Owner upon request of the Internal Revenue Service, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article. Notwithstanding the foregoing provisions of this Article 3.3.1, and to the extent permitted by law, to the extent that the receipt of such payments by Interconnecting Transmission Owner is determined by any Governmental Authority to constitute income by Interconnecting Transmission Owner subject to taxation, Affected System Interconnection Customer shall protect, indemnify, and hold harmless Interconnecting Transmission Owner and its Affiliates, from all claims by any such Governmental Authority for any tax, interest, and/or penalties associated with such determination. Upon receiving written notification of such determination from the Governmental Authority, Interconnecting Transmission Owner shall provide Affected System Interconnection Customer with written notification within thirty (30) Calendar Days of such determination and notification. Interconnecting Transmission Owner, upon the timely written request by Affected System Interconnection Customer and at Affected System Interconnection Customer's expense, shall appeal, protest, seek abatement of, or otherwise oppose such determination. Interconnecting Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement

or other contest, including the compromise or settlement of the claim; provided that Interconnecting Transmission Owner shall cooperate and consult in good faith with Affected System Interconnection Customer regarding the conduct of such contest. Affected System Interconnection Customer shall not be required to pay Interconnecting Transmission Owner for the tax, interest, and/or penalties prior to the seventh (7th) Calendar Day before the date on which Interconnecting Transmission Owner (1) is required to pay the tax, interest, and/or penalties or other amount in lieu thereof pursuant to a compromise or settlement of the appeal, protest, abatement, or other contest; (2) is required to pay the tax, interest, and/or penalties as the result of a final, non-appealable order by a Governmental Authority; or (3) is required to pay the tax, interest, and/or penalties as a prerequisite to an appeal, protest, abatement, or other contest. In the event such appeal, protest, abatement, or other contest results in a determination that Interconnecting Transmission Owner is not liable for any portion of any tax, interest, and/or penalties for which Affected System Interconnection Customer has already made payment to Interconnecting Transmission Owner, Interconnecting Transmission Owner shall promptly refund to Affected System Interconnection Customer any payment attributable to the amount determined to be non-taxable, plus any interest (calculated in accordance with 18 CFR 35.19a(a)(2)(iii)) or other payments Interconnecting Transmission Owner receives or which Interconnecting Transmission Owner may be entitled with respect to such payment. Affected System Interconnection Customer shall provide Interconnecting Transmission Owner with credit assurances sufficient to meet Affected System Interconnection Customer's estimated liability for reimbursement of Interconnecting Transmission Owner for taxes, interest, and/or penalties under this Article 3.3.1. Such estimated liability shall be stated in Appendix A.

To the extent that Interconnecting Transmission Owner is a limited liability company and not a corporation, and has elected to be taxed as a partnership, then the following shall apply: Interconnecting Transmission Owner represents, and the Parties acknowledge, that Interconnecting Transmission Owner is a limited liability company and is treated as a partnership for federal income tax purposes. Any payment made by Affected System Interconnection Customer to Interconnecting Transmission Owner for Affected System Network Upgrade(s) is to be treated as an upfront payment. It is anticipated by the Parties that any amounts paid by Affected System Interconnection Customer to Interconnecting Transmission Owner for Affected System Network Upgrade(s) will be reimbursed to Affected System Interconnection Customer in accordance with the terms of this Agreement, provided Affected System Interconnection Customer fulfills its obligations under this Agreement.

**3.3.2 Private Letter Ruling.** At Affected System Interconnection Customer's request and expense, Interconnecting Transmission Owner shall file with the Internal Revenue Service a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Affected System Interconnection Customer to Interconnecting Transmission Owner under this Agreement are subject to federal income taxation. Affected System Interconnection Customer will prepare the initial draft of the request for a private letter ruling and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Affected System Interconnection Customer's knowledge. Interconnecting Transmission Owner and Affected System Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

**3.3.3 Other Taxes.** Upon the timely request by Affected System Interconnection Customer, and at Affected System Interconnection Customer's sole expense, Interconnecting Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Interconnecting Transmission Owner for which Affected System Interconnection Customer may be required to reimburse Interconnecting Transmission Owner under the terms of this Agreement. Affected System Interconnection Customer shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, Transmission Provider's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Affected System Interconnection Customer and Interconnecting Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Affected System Interconnection Customer to Interconnecting Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Affected System Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Interconnecting Transmission Owner. Each Party shall cooperate with the other Party to maintain each Party's tax status. Nothing in this Agreement is intended to adversely affect any Party's tax-exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds, as described in section 142(f) of the Internal Revenue Code.

## **ARTICLE 4**

### **SECURITY, BILLING, AND PAYMENTS**

**4.1 Provision of Security.** By the earlier of (1) thirty (30) Calendar Days prior to the due date for Affected System Interconnection Customer's first payment under the payment schedule specified in Appendix A, or (2) the first date specified in Appendix A for the ordering of equipment by Interconnecting Transmission Owner for installing the Affected System Network Upgrade(s), Affected System Interconnection Customer shall provide Interconnecting Transmission Owner, at Affected System Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Interconnecting Transmission Owner. Such security for payment shall be in an amount sufficient to cover the costs for constructing, procuring, and installing the applicable portion of Affected System Network Upgrade(s) and shall be reduced on a dollar-for-dollar basis for payments made to Interconnecting Transmission Owner for these purposes.

The guarantee must be made by an entity that meets the creditworthiness requirements of Interconnecting Transmission Owner and contain terms and conditions that guarantee payment of any amount that may be due from Affected System Interconnection Customer, up to an agreed-to maximum amount. The letter of credit must be issued by a financial institution reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date. The surety bond must be issued by an insurer reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

**4.2 Invoice.** Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due, if any, for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this Agreement, including interest payments, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

**4.3 Payment.** Invoices shall be rendered to the paying Party at the address specified by the Parties. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a

bank named and account designated by the invoicing Party. Payment of invoices by a Party will not constitute a waiver of any rights or claims that Party may have under this Agreement.

**4.4 Final Invoice.** Within six (6) months after completion of the construction of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall provide an invoice of the final cost of the construction of the Affected System Network Upgrade(s) and shall set forth such costs in sufficient detail to enable Affected System Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Interconnecting Transmission Owner shall refund, with interest (calculated in accordance with 18 CFR 35.19a(a)(2)(iii)), to Affected System Interconnection Customer any amount by which the actual payment by Affected System Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

**4.5 Interest.** Interest on any unpaid amounts shall be calculated in accordance with 18 CFR 35.19a(a)(2)(iii).

**4.6 Payment During Dispute.** In the event of a billing dispute among the Parties, Interconnecting Transmission Owner shall continue to construct the Affected System Network Upgrade(s) under this Agreement as long as Affected System Interconnection Customer: (1) continues to make all payments not in dispute; and (2) pays to Interconnecting Transmission Owner or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Affected System Interconnection Customer fails to meet these two requirements, then Interconnecting Transmission Owner may provide notice to Affected System Interconnection Customer of a Default pursuant to Article 5. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to another Party shall pay the amount due with interest calculated in accordance with the methodology set forth in 18 CFR 35.19a(a)(2)(iii).

**ARTICLE 5**  
**BREACH, CURE AND DEFAULT**

**5.1 Events of Breach.** A Breach of this Agreement shall include the:

- (a) Failure to pay any amount when due;
- (b) Failure to comply with any material term or condition of this Agreement, including but not limited to any material Breach of a representation, warranty, or covenant made in this Agreement;
- (c) Failure of a Party to provide such access rights, or a Party's attempt to revoke access or terminate such access rights, as provided under this Agreement; or
- (d) Failure of a Party to provide information or data to another Party as required under this Agreement, provided the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

**5.2 Definition.** Breaching Party shall mean the Party that is in Breach.

**5.3 Notice of Breach, Cure, and Default.** Upon the occurrence of an event of Breach, the Party not in Breach, when it becomes aware of the Breach, shall give written notice of the Breach to the Breaching Party and to any other person representing a Party to this Agreement identified in writing to the other Party in advance. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach.

**5.3.1** Upon receiving written notice of the Breach hereunder, the Breaching Party shall have a period to cure such Breach (hereinafter referred to as the "Cure Period") which shall be sixty (60) Calendar Days.

**5.3.2** In the event the Breaching Party fails to cure within the Cure Period, the Breaching Party will be in Default of this Agreement, and the non-Defaulting Party may terminate this Agreement in accordance with Article 6.2 of this Agreement or take whatever action at law or in equity as may appear necessary or

desirable to enforce the performance or observance of any rights, remedies, obligations, agreement, or covenants under this Agreement.

**5.4 Rights in the Event of Default.** Notwithstanding the foregoing, upon the occurrence of a Default, the non-Defaulting Party shall be entitled to exercise all rights and remedies it may have in equity or at law.

## **ARTICLE 6**

### **TERMINATION OF AGREEMENT**

**6.1 Expiration of Term.** Except as otherwise specified in this Article 6, the Parties' obligations under this Agreement shall terminate at the conclusion of the term of this Agreement.

**6.2 Termination.** In addition to the termination provisions set forth in Article 2.2, a Party may terminate this Agreement upon the Default of the other Party in accordance with Article 5.2.2 of this Agreement. Subject to the limitations set forth in Article 6.3, in the event of a Default, the termination of this Agreement by the non-Defaulting Party shall require a filing at FERC of a notice of termination, which filing must be accepted for filing by FERC.

**6.3 Disposition of Facilities Upon Termination of Agreement.**

**6.3.1 Interconnecting Transmission Owner Obligations.** Upon termination of this Agreement, unless otherwise agreed to by the Parties in writing, Interconnecting Transmission Owner:

- (a) shall, prior to the construction and installation of any portion of the Affected System Network Upgrade(s) and to the extent possible, cancel any pending orders of, or return, such equipment or material for such Affected System Network Upgrade(s);
- (b) may keep in place any portion of the Affected System Network Upgrade(s) already constructed and installed; and,

(c) shall perform such work as may be necessary to ensure the safety of persons and property and to preserve the integrity of Interconnecting Transmission Owner's Transmission System (e.g., construction demobilization to return the system to its original state, wind-up work).

**6.3.2 Affected System Interconnection Customer Obligations.** Upon billing by Interconnecting Transmission Owner, Affected System Interconnection Customer shall reimburse Interconnecting Transmission Owner for any costs incurred by Interconnecting Transmission Owner in performance of the actions required or permitted by Article 6.3.1 and for the cost of any Affected System Network Upgrade(s) described in Appendix A. Interconnecting Transmission Owner shall use Reasonable Efforts to minimize costs and shall offset the amounts owed by any salvage value of facilities, if applicable. Affected System Interconnection Customer shall pay these costs pursuant to Article 4.3 of this Agreement.

**6.3.3 Pre-construction or Installation.** Upon termination of this Agreement and prior to the construction and installation of any portion of the Affected System Network Upgrade(s), Interconnecting Transmission Owner may, at its option, retain any portion of such Affected System Network Upgrade(s) not cancelled or returned in accordance with Article 6.3.1(a), in which case Interconnecting Transmission Owner shall be responsible for all costs associated with procuring such Affected System Network Upgrade(s). To the extent that Affected System Interconnection Customer has already paid Interconnecting Transmission Owner for any or all of such costs, Interconnecting Transmission Owner shall refund Affected System Interconnection Customer for those payments. If Interconnecting Transmission Owner elects to not retain any portion of such facilities, Interconnecting Transmission Owner shall convey and make available to Affected System Interconnection Customer such facilities as soon as practicable after Affected System Interconnection Customer's payment for such facilities.

**6.4 Survival of Rights.** Termination or expiration of this Agreement shall not relieve either Party of any of its liabilities and obligations arising hereunder prior to the date termination becomes effective, and each Party may take whatever judicial or administrative actions as appear necessary or desirable to enforce its rights hereunder. The applicable provisions of this Agreement will continue in effect after expiration, or early termination hereof to the extent necessary to provide for (1) final billings, billing adjustments, and other billing procedures set forth in this Agreement; (2) the determination and



enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and (3) the confidentiality provisions set forth in Article 8.

## **ARTICLE 7**

### **SUBCONTRACTORS**

**7.1 Subcontractors.** Nothing in this Agreement shall prevent a Party from utilizing the services of subcontractors, as it deems appropriate, to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services, and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

**7.1.1 Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. In accordance with the provisions of this Agreement, each Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor it hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon a Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

**7.1.2 No Third-Party Beneficiary.** Except as may be specifically set forth to the contrary herein, no subcontractor or any other party is intended to be, nor will it be deemed to be, a third-party beneficiary of this Agreement.

**7.1.3 No Limitation by Insurance.** The obligations under this Article 7 will not be limited in any way by any limitation of any insurance policies or coverages, including any subcontractor's insurance.

## **ARTICLE 8**

### **CONFIDENTIALITY**

**8.1 Confidentiality.** Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied to the other Party prior to the execution of this Agreement.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential. The Parties shall maintain as confidential any information that is provided and identified by a Party as Critical Energy Infrastructure Information (CEII), as that term is defined in 18 CFR 388.113(c).

Such confidentiality will be maintained in accordance with this Article 8. If requested by the receiving Party, the disclosing Party shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

**8.1.1 Term.** During the term of this Agreement, and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in this Article 8 or with regard to CEII, each Party shall hold in confidence and shall not disclose to any person Confidential Information. CEII shall be treated in accordance with FERC policies and regulations.

**8.1.2 Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a non-Party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this Agreement; or (6) is

required, in accordance with Article 8.1.6 of this Agreement, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this Agreement. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the receiving Party that it no longer is confidential.

**8.1.3 Release of Confidential Information.** No Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, agents, consultants, or to non-Parties that may be or are considering providing financing to or equity participation with Affected System Interconnection Customer, or to potential purchasers or assignees of Affected System Interconnection Customer, on a need-to-know basis in connection with this Agreement, unless such person has first been advised of the confidentiality provisions of this Article 8 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 8.

**8.1.4 Rights.** Each Party shall retain all rights, title, and interest in the Confidential Information that it discloses to the receiving Party. The disclosure by a Party to the receiving Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

**8.1.5 Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication, or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.

**8.1.6 Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the disclosing Party with prompt notice of such request(s) or requirement(s) so that the disclosing Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. Notwithstanding the absence of a protective order or waiver, the Party

may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

**8.1.7 Termination of Agreement.** Upon termination of this Agreement for any reason, each Party shall, within ten (10) Business Days of receipt of a written request from the other Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the requesting Party) or return to the requesting Party any and all written or electronic Confidential Information received from the requesting Party, except that each Party may keep one copy for archival purposes, provided that the obligation to treat it as Confidential Information in accordance with this Article 8 shall survive such termination.

**8.1.8 Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article 8. Each Party accordingly agrees that the disclosing Party shall be entitled to equitable relief, by way of injunction or otherwise, if the receiving Party Breaches or threatens to Breach its obligations under this Article 8, which equitable relief shall be granted without bond or proof of damages, and the breaching Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 8, but it shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. Neither Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 8.

**8.1.9 Disclosure to FERC, its Staff, or a State Regulatory Body.** Notwithstanding anything in this Article 8 to the contrary, and pursuant to 18 CFR 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party to this Agreement prior to the release of

the Confidential Information to FERC or its staff. The Party shall notify the other Party to the Agreement when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

**8.1.10** Subject to the exception in Article 8.1.9, any information that a disclosing Party claims is competitively sensitive, commercial, or financial information under this Agreement shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent disclosure is (1) required by law; (2) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (3) otherwise permitted by consent of the disclosing Party, such consent not to be unreasonably withheld; or (4) necessary to fulfill its obligations under this Agreement or as the Interconnecting Transmission Owner or a balancing authority, including disclosing the Confidential Information to a regional or national reliability organization. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this subparagraph, or if any non-Party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the Party that received the Confidential Information from the disclosing Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order, or other reasonable measures.

## **ARTICLE 9**

### **INFORMATION ACCESS AND AUDIT RIGHTS**

**9.1 Information Access.** Each Party shall make available to the other Party information necessary to verify the costs incurred by the other Party for which the requesting Party is responsible under this Agreement and carry out obligations and responsibilities under this Agreement, provided that the Parties shall not use such information for purposes other than those set forth in this Article 9.1 and to enforce their rights under this Agreement.

**9.2 Audit Rights.** Subject to the requirements of confidentiality under Article 8 of this Agreement, the accounts and records related to the design, engineering, procurement, and construction of the Affected System Network Upgrade(s) shall be subject to audit during the period of this Agreement and for a period of twenty-four (24) months following Interconnecting Transmission Owner's issuance of a final invoice in accordance with Article 4.4. Affected System Interconnection Customer at its expense shall have the right, during normal business hours, and upon prior reasonable notice to Interconnecting Transmission Owner, to audit such accounts and records. Any audit authorized by this Article 9.2 shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to obligations under this Agreement.

## **ARTICLE 10**

### **NOTICES**

**10.1 General.** Any notice, demand, or request required or permitted to be given by a Party to the other Party, and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party, may be so given, tendered, or delivered, as the case may be, by depositing the same with the United States Postal Service with postage prepaid, for transmission by certified or registered mail, addressed to the Parties, or personally delivered to the Parties, at the address set out below:

To Interconnecting Transmission Owner:

To Affected System Interconnection Customer:

**10.2 Billings and Payments.** Billings and payments shall be sent to the addresses shown in Article 10.1 unless otherwise agreed to by the Parties.

**10.3 Alternative Forms of Notice.** Any notice or request required or permitted to be given by a Party to the other Party and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out below:

To Interconnecting Transmission Owner:

To Affected System Interconnection Customer:

**10.4 Execution and Filing.** Affected System Interconnection Customer shall either: (i) execute two originals of this tendered Agreement and return them to Interconnecting Transmission Owner; or (ii) request in writing that Interconnecting Transmission Owner file with FERC this Agreement in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either the two executed originals of this tendered Agreement (if it does not conform with a FERC-approved standard form of this Agreement) or the request to file this Agreement unexecuted, Interconnecting Transmission Owner shall file this Agreement with FERC, together with its explanation of any matters as to which Affected System Interconnection Customer and Interconnecting Transmission Owner disagree and support for the costs that Interconnecting Transmission Owner proposes to charge to Affected System Interconnection Customer under this Agreement. An unexecuted version of this Agreement should contain terms and conditions deemed appropriate by Interconnecting Transmission Owner for the Affected System Interconnection Customer's generating facility. If the Parties agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted version of this Agreement, they may proceed pending FERC action.

## **ARTICLE 11**

### **MISCELLANEOUS**

**11.1 Accuracy of Information.** Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party

represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

**11.2 Disclaimer of Warranty.** In conducting the duties described herein, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in carrying out such responsibilities. Affected System Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

**11.3 Force Majeure, Liability and Indemnification.**

**11.3.1 Force Majeure.** Neither Interconnecting Transmission Owner nor an Affected System Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

**11.3.2 Liability.** Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Affected System Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Affected System Interconnection Customer for action or omissions



by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Affected System Interconnection Customer has claims against Interconnecting Transmission Owner, the Affected System Interconnection Customer may only look to the assets of Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of Interconnecting Transmission Owner or Affiliate of either who, the Affected System Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of Interconnecting Transmission Owner or Affiliate of either. In no event shall Interconnecting Transmission Owner or any Affected System Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Affected System Interconnection Customer's obligations under the Indemnification section below.

**11.3.3 Indemnification.** Affected System Interconnection Customer shall at all times indemnify, defend, and save harmless the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Affected System Interconnection Customer, or the actions or omissions of the Affected System Interconnection Customer in connection with this Agreement, except in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Affected System Interconnection Customer to indemnify Interconnecting Transmission Owners shall be several, and not joint or joint and several.

**11.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.

**11.5 Severability.** In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

**11.6 Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

**11.7 Amendment.** No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.

**11.8 Independent Contractor.** Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

**11.9 No Implied Waivers.** The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

**11.10 Successors and Assigns.** This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

**11.11 Due Authorization.** Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this

Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

[Signature Page to Follow]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement in multiple originals, each of which shall constitute and be an original Agreement among the Parties.

Interconnecting Transmission Owner

**{Interconnecting Transmission Owner}**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Affected System Interconnection Customer

**{Affected System Interconnection Customer}**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Project No. \_\_\_\_\_

**Attachment A to Appendix 9**  
**Two-Party Affected System Facilities Construction Agreement**

**AFFECTED SYSTEM NETWORK UPGRADE(S), COST ESTIMATES AND RESPONSIBILITY,  
CONSTRUCTION SCHEDULE AND MONTHLY PAYMENT SCHEDULE**

This Appendix A is a part of the Affected System Facilities Construction Agreement between Affected System Interconnection Customer and Interconnecting Transmission Owner.

**1.1 Affected System Network Upgrade(s) to be installed by Interconnecting Transmission Owner.**

{description}

**1.2 First Equipment Order (including permitting).**

{description}

**1.2.1. Permitting and Land Rights – Interconnecting Transmission Owner Affected System Network Upgrade(s)**

{description}

**1.3 Construction Schedule.** Where applicable, construction of the Affected System Network Upgrade(s) is scheduled as follows and will be periodically updated as necessary:

**Table 1: Interconnecting Transmission Owner Construction Activities**

<b>MILESTONE NUMBER</b>	<b>DESCRIPTION</b>	<b>START DATE</b>	<b>END DATE</b>


Note: Construction schedule assumes that Interconnecting Transmission Owner has obtained final authorizations and security from Affected System Interconnection Customer and all necessary permits from Governmental Authorities as necessary prerequisites to commence construction of any of the Affected System Network Upgrade(s).

#### **1.4 Payment Schedule.**

##### **1.4.1 Timing of and Adjustments to Affected System Interconnection Customer's Payments and Security.**

{description}

**1.4.2 Monthly Payment Schedule.** Affected System Interconnection Customer's payment schedule is as follows.

{description}

**Table 2: Affected System Interconnection Customer's Payment/Security Obligations for Affected System Network Upgrade(s).**

<b>MILESTONE NUMBER</b>	<b>DESCRIPTION</b>	<b>DATE</b>


Note: Affected System Interconnection Customer's payment or provision of security as provided in this Agreement operates as a condition precedent to Interconnecting Transmission Owner's obligations to construct any Affected System Network Upgrade(s), and failure to meet this schedule will constitute a Breach pursuant to Article 5.1 of this Agreement.

## **1.5 Permits, Licenses, and Authorizations.**

**{description}**

**Attachment B to Appendix 9**

**Two-Party Affected System Facilities Construction Agreement**

**NOTIFICATION OF COMPLETED CONSTRUCTION**

This Appendix B is a part of the Affected Systems Facilities Construction Agreement between Affected System Interconnection Customer and Interconnecting Transmission Owner. Where applicable, when Interconnecting Transmission Owner has completed construction of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall send notice to Affected System Interconnection Customer in substantially the form following:

{Date}

{Affected System Interconnection Customer Address}

Re: Completion of Affected System Network Upgrade(s)

Dear {Name or Title}:

This letter is sent pursuant to the Affected System Facilities Construction Agreement between {Interconnecting Transmission Owner} and {Affected System Interconnection Customer}, dated \_\_\_\_\_, 20\_\_\_\_.

On {Date}, Interconnecting Transmission Owner completed to its satisfaction all work on the Affected System Network Upgrade(s) required to facilitate the safe and reliable interconnection and operation of Affected System Interconnection Customer's {description of generating facility}. Interconnecting Transmission Owner confirms that the Affected System Network Upgrade(s) are in place.

Thank you.

{Signature}

{Interconnecting Transmission Owner Representative}



**Attachment C to Appendix 9**

**Two-Party Affected System Facilities Construction Agreement**

**EXHIBITS**

This Appendix C is a part of the Affected System Facilities Construction Agreement among Affected System Interconnection Customer and Interconnecting Transmission Owner.

**Exhibit A1**  
**Interconnecting Transmission Owner Site Map**

**Exhibit A2**  
**Site Plan**

**Exhibit A3**  
**Affected System Network Upgrade(s) Plan & Profile**

**Exhibit A4**  
**Estimated Cost of Affected System Network Upgrade(s)**

	<b>Location</b>	<b>Facilities to Be Constructed by Interconnecting Transmission Owner</b>	<b>Estimate in Dollars</b>
		<b>Total:</b>	

---

**APPENDIX 10 TO ETU IP**  
**MULTIPARTY AFFECTED SYSTEM FACILITIES CONSTRUCTION AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and among \_\_\_\_\_, organized and existing under the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer); \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (Affected System Interconnection Customer); and \_\_\_\_\_, an entity organized under the laws of the State of \_\_\_\_\_ (Interconnecting Transmission Owner). Affected System Interconnection Customers and Interconnecting Transmission Owner each may be referred to as a “Party” or collectively as the “Parties.” When it is not important to differentiate among them, Affected System Interconnection Customers each may be referred to as “Affected System Interconnection Customer” or collectively as “Affected System Interconnection Customers.”

**RECITALS**

**WHEREAS**, Affected System Interconnection Customers are proposing to develop {description of generating facilities or generating capacity additions to an existing generating facility}, consistent with the interconnection requests submitted by Affected System Interconnection Customers to {name of host Interconnecting Transmission Owner}, dated \_\_\_\_\_, for which {name of host Interconnecting Transmission Owner} found impacts on Interconnecting Transmission Owner’s Transmission System; and

**WHEREAS**, Affected System Interconnection Customers desire to interconnect the {generating facilities} to {name of host Interconnecting Transmission Owner}’s transmission system; and

**WHEREAS**, additions, modifications, and upgrade(s) must be made to certain existing facilities of Interconnecting Transmission Owner’s Transmission System to accommodate such interconnection; and

**WHEREAS**, Affected System Interconnection Customers have requested, and Interconnecting Transmission Owner has agreed, to enter into this Agreement for the purpose of facilitating the construction of necessary Affected System Network Upgrade(s);

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

## **ARTICLE 1 DEFINITIONS**

When used in this Agreement, with initial capitalization, the terms specified and not otherwise defined in this Agreement shall have the meanings indicated in this ETU IP.

## **ARTICLE 2 TERM OF AGREEMENT**

**2.1 Effective Date.** This Agreement shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC.

**2.2 Term.**

**2.2.1 General.** This Agreement shall become effective as provided in Article 2.1 and shall continue in full force and effect until the earlier of (1) the final repayment, where applicable, by Interconnecting Transmission Owner of the amount funded by Affected System Interconnection Customers for Interconnecting Transmission Owner's design, procurement, construction, and installation of the Affected System Network Upgrade(s) provided in Appendix A; (2) the Parties agree to mutually terminate this Agreement; (3) earlier termination is permitted or provided for under Appendix A of this Agreement; or (4) Affected System Interconnection Customers terminate this Agreement after providing Interconnecting Transmission Owner with written notice at least sixty (60) Calendar Days prior to the proposed termination date, provided that Affected System Interconnection Customers have no outstanding contractual obligations to Interconnecting Transmission Owner under this Agreement. No termination of

this Agreement shall be effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination. The term of this Agreement may be adjusted upon mutual agreement of the Parties if the commercial operation date(s) for the {generating facilities} is adjusted in accordance with the rules and procedures established by {name of host Interconnecting Transmission Owner} or the in-service date for the Affected System Network Upgrade(s) is adjusted in accordance with the rules and procedures established by Interconnecting Transmission Owner.

**2.2.2 Termination Upon Default.** Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 5 of this Agreement where Breach and Breaching Party are defined in Article 5. Defaulting Party shall mean the Party that is in Default. In the event of a Default by a Party, each non-Defaulting Party shall have the termination rights described in Articles 5 and 6; provided, however, Interconnecting Transmission Owner may not terminate this Agreement if an Affected System Interconnection Customer is the Defaulting Party and compensates Interconnecting Transmission Owner within thirty (30) Calendar Days for the amount of damages billed to Affected System Interconnection Customer(s) by Interconnecting Transmission Owner for any such damages, including costs and expenses incurred by Interconnecting Transmission Owner as a result of such Default. Notwithstanding the foregoing, Default by one or more Affected System Interconnection Customers shall not provide the other Affected System Interconnection Customer(s), either individually or in concert, with the right to terminate the entire Agreement. The non-Defaulting Party/Parties may, individually or in concert, initiate the removal of an Affected System Interconnection Customer that is a Defaulting Party from this Agreement. Interconnecting Transmission Owner shall not terminate this Agreement or the participation of any Affected System Interconnection Customer without provision being made for Interconnecting Transmission Owner to be fully reimbursed for all of its costs incurred under this Agreement.

**2.2.3 Consequences of Termination.** In the event of a termination by a Party, other than a termination by Affected System Interconnection Customer(s) due to a Default by Interconnecting Transmission Owner, each Affected System Interconnection Customer whose participation in this Agreement is terminated shall be responsible for the payment to Interconnecting Transmission Owner of all amounts then due and payable for construction and installation of the Affected System Network Upgrade(s) (including, without limitation, any equipment ordered related to such construction), plus all out-of-pocket expenses incurred by Interconnecting Transmission Owner in connection with the construction and installation of the Affected System Network Upgrade(s), through the date of termination, and, in the event

of the termination of the entire Agreement, any actual costs which Interconnecting Transmission Owner reasonably incurs in (1) winding up work and construction demobilization and (2) ensuring the safety of persons and property and the integrity and safe and reliable operation of Interconnecting Transmission Owner's Transmission System. Interconnecting Transmission Owner shall use Reasonable Efforts to minimize such costs. The cost responsibility of other Affected System Interconnection Customers shall be adjusted, as necessary, based on the payments by an Affected System Interconnection Customer that is terminated from the Agreement.

**2.2.4 Reservation of Rights.** Interconnecting Transmission Owner shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Affected System Interconnection Customers shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

**2.3 Filing.** Interconnecting Transmission Owner shall file this Agreement (and any amendment hereto) with the appropriate Governmental Authority, if required. Affected System Interconnection Customers may request that any information so provided be subject to the confidentiality provisions of Article 8. Each Affected System Interconnection Customer that has executed this Agreement, or any amendment thereto, shall reasonably cooperate with Interconnecting Transmission Owner with respect to such filing and to provide any information reasonably requested by Interconnecting Transmission Owner needed to comply with applicable regulatory requirements.

**2.4 Survival.** This Agreement shall continue in effect after termination, to the extent necessary, to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this Agreement; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and to permit

each Party to have access to the lands of the other Party pursuant to this Agreement or other applicable agreements, to disconnect, remove, or salvage its own facilities and equipment.

**2.5 Termination Obligations.** Upon any termination pursuant to this Agreement or termination of the participation in this Agreement of an Affected System Interconnection Customer, each Affected System Interconnection Customer shall be responsible for the payment of its proportionate share of all costs or other contractual obligations incurred prior to the termination date, including previously incurred capital costs, penalties for early termination, and costs of removal and site restoration. The cost responsibility of the other Affected System Interconnection Customers shall be adjusted as necessary.

### **ARTICLE 3**

#### **CONSTRUCTION OF AFFECTED SYSTEM NETWORK UPGRADE(S)**

#### **3.1 Construction.**

**3.1.1 Interconnecting Transmission Owner Obligations.** Interconnecting Transmission Owner shall (or shall cause such action to) design, procure, construct, and install, and Affected System Interconnection Customers shall pay, consistent with Article 3.2, the costs of all Affected System Network Upgrade(s) identified in Appendix A. All Affected System Network Upgrade(s) designed, procured, constructed, and installed by Interconnecting Transmission Owner pursuant to this Agreement shall satisfy all requirements of applicable safety and/or engineering codes and comply with Good Utility Practice, and further, shall satisfy all Applicable Laws and Regulations. Interconnecting Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, or any Applicable Laws and Regulations.

#### **3.1.2 Suspension of Work.**

**3.1.2.1 Right to Suspend.** Affected System Interconnection Customers must jointly provide to Interconnecting Transmission Owner written notice of their request for suspension. Only the milestones described in the Appendices of this Agreement are subject to suspension under this Article 3.1.2.

Affected System Network Upgrade(s) will be constructed on the schedule described in the Appendices of this Agreement unless: (1) construction is prevented by the order of a Governmental Authority; (2) the Affected System Network Upgrade(s) are not needed by any other Interconnection Customer; or (3) Interconnecting Transmission Owner determines that a Force Majeure event prevents construction. In the event of (1), (2), or (3), any security paid to Interconnecting Transmission Owner under Article 4.1 of this Agreement shall be released by Interconnecting Transmission Owner upon the determination by Interconnecting Transmission Owner that the Affected System Network Upgrade(s) will no longer be constructed. If suspension occurs, Affected System Interconnection Customers shall be responsible for the costs which Interconnecting Transmission Owner incurs (i) in accordance with this Agreement prior to the suspension; (ii) in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of Interconnecting Transmission Owner's Transmission System and, if applicable, any costs incurred in connection with the cancellation of contracts and orders for material which Interconnecting Transmission Owner cannot reasonably avoid; and (iii) reasonably incurs in winding up work and construction demobilization; provided, however, that, prior to canceling any such contracts or orders, Interconnecting Transmission Owner shall obtain Affected System Interconnection Customers' authorization. Affected System Interconnection Customers shall be responsible for all costs incurred in connection with Affected System Interconnection Customers' failure to authorize cancellation of such contracts or orders.

Interest on amounts paid by Affected System Interconnection Customers to Interconnecting Transmission Owner for the design, procurement, construction, and installation of the Affected System Network Upgrade(s) shall not accrue during periods in which Affected System Interconnection Customers have suspended construction under this Article 3.1.2.

Interconnecting Transmission Owner shall invoice Affected System Interconnection Customers pursuant to Article 4 and will use Reasonable Efforts to minimize its costs. In the event Affected System Interconnection Customers suspend work by Affected System Interconnecting Transmission Owner required under this Agreement pursuant to this Article 3.1.2.1, and have not requested Affected System Interconnecting Transmission Owner to recommence the work required under this Agreement on or before the expiration of three (3) years following commencement of such suspension, this Agreement shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or

the date of the written notice to Affected System Interconnecting Transmission Owner, whichever is earlier, if no effective date of suspension is specified.

**3.1.3 Construction Status.** Interconnecting Transmission Owner shall keep Affected System Interconnection Customers advised periodically as to the progress of its design, procurement, and construction efforts, as described in Appendix A. An Affected System Interconnection Customer may, at any time and reasonably, request a progress report from Interconnecting Transmission Owner. If, at any time, an Affected System Interconnection Customer determines that the completion of the Affected System Network Upgrade(s) will not be required until after the specified in-service date, such Affected System Interconnection Customer will provide written notice to all other Parties of such later date for which the completion of the Affected System Network Upgrade(s) would be required. Interconnecting Transmission Owner may delay the in-service date of the Affected System Network Upgrade(s) accordingly, but only if agreed to by all other Affected System Interconnection Customers.

**3.1.4 Timely Completion.** Interconnecting Transmission Owner shall use Reasonable Efforts to design, procure, construct, install, and test the Affected System Network Upgrade(s) in accordance with the schedule set forth in Appendix A, which schedule may be revised from time to time by mutual agreement of the Parties. If any event occurs that will affect the time or ability to complete the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall promptly notify all other Parties. In such circumstances, Interconnecting Transmission Owner shall, within fifteen (15) Calendar Days of such notice, convene a meeting with Affected System Interconnection Customers to evaluate the alternatives available to Affected System Interconnection Customers. Interconnecting Transmission Owner shall also make available to Affected System Interconnection Customers all studies and work papers related to the event and corresponding delay, including all information that is in the possession of Interconnecting Transmission Owner that is reasonably needed by Affected System Interconnection Customers to evaluate alternatives, subject to confidentiality arrangements consistent with Article 8. Interconnecting Transmission Owner shall, at any Affected System Interconnection Customer's request and expense, use Reasonable Efforts to accelerate its work under this Agreement to meet the schedule set forth in Appendix A, provided that (1) Affected System Interconnection Customers jointly authorize such actions, such authorizations to be withheld, conditioned, or delayed by a given Affected System Interconnection Customer only if it can demonstrate that the acceleration would have a material adverse effect on it; and (2) the requesting Affected System Interconnection Customer(s) funds the costs



associated therewith in advance, or all Affected System Interconnection Customers agree in advance to fund such costs based on such other allocation method as they may adopt.

### **3.2 Interconnection Costs.**

**3.2.1 Costs.** Affected System Interconnection Customers shall pay to Interconnecting Transmission Owner costs (including taxes and financing costs) associated with seeking and obtaining all necessary approvals and of designing, engineering, constructing, and testing the Affected System Network Upgrade(s), as identified in Appendix A, in accordance with the cost recovery method provided herein. Except as expressly otherwise agreed, Affected System Interconnection Customers shall be collectively responsible for these costs, based on their proportionate share of cost responsibility, as provided in Appendix A. Unless Interconnecting Transmission Owner elects to fund the Affected System Network Upgrade(s), they shall be initially funded by the applicable Affected System Interconnection Customer.

**3.2.1.1 Lands of Other Property Owners.** If any part of the Affected System Network Upgrade(s) is to be installed on property owned by persons other than Affected System Interconnection Customers or Interconnecting Transmission Owner, Interconnecting Transmission Owner shall, at Affected System Interconnection Customers' expense, use efforts similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority to the extent permitted and consistent with Applicable Laws and Regulations and, to the extent consistent with such Applicable Laws and Regulations, to procure from such persons any rights of use, licenses, rights-of-way, and easements that are necessary to construct, operate, maintain, test, inspect, replace, or remove the Affected System Network Upgrade(s) upon such property.

### **3.3 Taxes.**

**3.3.1 Indemnification for Contributions in Aid of Construction.** With regard only to payments made by Affected System Interconnection Customers to Interconnecting Transmission Owner for the installation of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall not include a gross-up for income taxes in the amounts it charges Affected System Interconnection Customers for the installation of the Affected System Network Upgrade(s) unless (1) Interconnecting Transmission

Owner has determined, in good faith, that the payments or property transfers made by Affected System Interconnection Customers to Interconnecting Transmission Owner should be reported as income subject to taxation, or (2) any Governmental Authority directs Interconnecting Transmission Owner to report payments or property as income subject to taxation. Affected System Interconnection Customers shall reimburse Interconnecting Transmission Owner for such costs on a fully grossed-up basis, in accordance with this Article, within thirty (30) Calendar Days of receiving written notification from Interconnecting Transmission Owner of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten (10)-year testing period and the applicable statute of limitation, as it may be extended by Interconnecting Transmission Owner upon request of the Internal Revenue Service, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article. Notwithstanding the foregoing provisions of this Article 3.3.1, and to the extent permitted by law, to the extent that the receipt of such payments by Interconnecting Transmission Owner is determined by any Governmental Authority to constitute income by Interconnecting Transmission Owner subject to taxation, Affected System Interconnection Customers shall protect, indemnify, and hold harmless Interconnecting Transmission Owner and its Affiliates, from all claims by any such Governmental Authority for any tax, interest, and/or penalties associated with such determination. Upon receiving written notification of such determination from the Governmental Authority, Interconnecting Transmission Owner shall provide Affected System Interconnection Customers with written notification within thirty (30) Calendar Days of such determination and notification. Interconnecting Transmission Owner, upon the timely written request by any one or more Affected System Interconnection Customer(s) and at the expense of such Affected System Interconnection Customer(s), shall appeal, protest, seek abatement of, or otherwise oppose such determination. Interconnecting Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the compromise or settlement of the claim; provided that Interconnecting Transmission Owner shall cooperate and consult in good faith with the requesting Affected System Interconnection Customer(s) regarding the conduct of such contest. Affected System Interconnection Customer(s) shall not be required to pay Interconnecting Transmission Owner for the tax, interest, and/or penalties prior to the seventh (7th) Calendar Day before the date on which Interconnecting Transmission Owner (1) is required to pay the tax, interest, and/or penalties or other amount in lieu thereof pursuant to a compromise or settlement of the appeal, protest,

abatement, or other contest; (2) is required to pay the tax, interest, and/or penalties as the result of a final, non-appealable order by a Governmental Authority; or (3) is required to pay the tax, interest, and/or penalties as a prerequisite to an appeal, protest, abatement, or other contest. In the event such appeal, protest, abatement, or other contest results in a determination that Interconnecting Transmission Owner is not liable for any portion of any tax, interest, and/or penalties for which any Affected System Interconnection Customer(s) has already made payment to Interconnecting Transmission Owner, Interconnecting Transmission Owner shall promptly refund to such Affected System Interconnection Customer(s) any payment attributable to the amount determined to be non-taxable, plus any interest (calculated in accordance with 18 CFR 35.19a(a)(2)(iii)) or other payments Interconnecting Transmission Owner receives or to which Interconnecting Transmission Owner may be entitled with respect to such payment. Each Affected System Interconnection Customer shall provide Interconnecting Transmission Owner with credit assurances sufficient to meet each Affected System Interconnection Customer's estimated liability for reimbursement of Interconnecting Transmission Owner for taxes, interest, and/or penalties under this Article 3.3.1. Such estimated liability shall be stated in Appendix A.

To the extent that Interconnecting Transmission Owner is a limited liability company and not a corporation, and has elected to be taxed as a partnership, then the following shall apply: Interconnecting Transmission Owner represents, and the Parties acknowledge, that Interconnecting Transmission Owner is a limited liability company and is treated as a partnership for federal income tax purposes. Any payment made by Affected System Interconnection Customers to Interconnecting Transmission Owner for Affected System Network Upgrade(s) is to be treated as an upfront payment. It is anticipated by the Parties that any amounts paid by each Affected System Interconnection Customer to Interconnecting Transmission Owner for Affected System Network Upgrade(s) will be reimbursed to such Affected System Interconnection Customer in accordance with the terms of this Agreement, provided such Affected System Interconnection Customer fulfills its obligations under this Agreement.

**3.3.2 Private Letter Ruling.** At the request and expense of any Affected System Interconnection Customer(s), Interconnecting Transmission Owner shall file with the Internal Revenue Service a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by such Affected System Interconnection Customer(s) to Interconnecting Transmission Owner under this Agreement are subject to federal income taxation. Each Affected System Interconnection Customer desiring such a request will prepare the initial draft of the request for a private letter ruling and will certify

under penalties of perjury that all facts represented in such request are true and accurate to the best of such Affected System Interconnection Customer's knowledge. Interconnecting Transmission Owner and such Affected System Interconnection Customer(s) shall cooperate in good faith with respect to the submission of such request.

**3.3.3 Other Taxes.** Upon the timely request by any one or more Affected System Interconnection Customer(s), and at such Affected System Interconnection Customer(s)' sole expense, Interconnecting Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Interconnecting Transmission Owner for which such Affected System Interconnection Customer(s) may be required to reimburse Interconnecting Transmission Owner under the terms of this Agreement. Affected System Interconnection Customer(s) who requested the action shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, Interconnecting Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. The requesting Affected System Interconnection Customer(s) and Interconnecting Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Affected System Interconnection Customer(s) to Interconnecting Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Affected System Interconnection Customer(s) will be responsible for all taxes, interest, and penalties, other than penalties attributable to any delay caused by Interconnecting Transmission Owner. Each Party shall cooperate with the other Party to maintain each Party's tax status. Nothing in this Agreement is intended to adversely affect any Party's tax-exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds, as described in section 142(f) of the Internal Revenue Code.

## **ARTICLE 4**

### **SECURITY, BILLING, AND PAYMENTS**

**4.1 Provision of Security.** By the earlier of (1) thirty (30) Calendar Days prior to the due date for each Affected System Interconnection Customer's first payment under the payment schedule specified in Appendix A, or (2) the first date specified in Appendix A for the ordering of equipment by

Interconnecting Transmission Owner for installing the Affected System Network Upgrade(s), each Affected System Interconnection Customer shall provide Interconnecting Transmission Owner, at each Affected System Interconnection Customer's option, a guarantee, a surety bond, letter of credit, or other form of security that is reasonably acceptable to Interconnecting Transmission Owner. Such security for payment shall be in an amount sufficient to cover the costs for constructing, procuring, and installing the applicable portion of Affected System Network Upgrade(s) and shall be reduced on a dollar-for-dollar basis for payments made to Interconnecting Transmission Owner for these purposes.

The guarantee must be made by an entity that meets the creditworthiness requirements of Interconnecting Transmission Owner and contain terms and conditions that guarantee payment of any amount that may be due from such Affected System Interconnection Customer, up to an agreed-to maximum amount. The letter of credit must be issued by a financial institution reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date. The surety bond must be issued by an insurer reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

**4.2 Invoice.** Each Party shall submit to the other Parties, on a monthly basis, invoices of amounts due, if any, for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to another Party under this Agreement, including interest payments, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

**4.3 Payment.** Invoices shall be rendered to the paying Party at the address specified by the Parties. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by a Party will not constitute a waiver of any rights or claims that Party may have under this Agreement.

**4.4 Final Invoice.** Within six (6) months after completion of the construction of the Affected System Network Upgrade(s) Interconnecting Transmission Owner shall provide an invoice of the final cost of the construction of the Affected System Network Upgrade(s) and shall set forth such costs in sufficient detail

to enable each Affected System Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Interconnecting Transmission Owner shall refund, with interest (calculated in accordance with 18 CFR 35.19a(a)(2)(iii)), to each Affected System Interconnection Customer any amount by which the actual payment by Affected System Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

**4.5 Interest.** Interest on any unpaid amounts shall be calculated in accordance with 18 CFR 35.19a(a)(2)(iii).

**4.6 Payment During Dispute.** In the event of a billing dispute among the Parties, Interconnecting Transmission Owner shall continue to construct the Affected System Network Upgrade(s) under this Agreement as long as each Affected System Interconnection Customer: (1) continues to make all payments not in dispute; and (2) pays to Interconnecting Transmission Owner or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If any Affected System Interconnection Customer fails to meet these two requirements, then Interconnecting Transmission Owner may provide notice to such Affected System Interconnection Customer of a Default pursuant to Article 5. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to another Party shall pay the amount due with interest calculated in accordance with the methodology set forth in 18 CFR 35.19a(a)(2)(iii).

## **ARTICLE 5**

### **BREACH, CURE, AND DEFAULT**

**5.1 Events of Breach.** A Breach of this Agreement shall include the:

- (a) Failure to pay any amount when due;
- (b) Failure to comply with any material term or condition of this Agreement, including but not limited to any material Breach of a representation, warranty, or covenant made in this Agreement;

(c) Failure of a Party to provide such access rights, or a Party's attempt to revoke access or terminate such access rights, as provided under this Agreement; or

(d) Failure of a Party to provide information or data to another Party as required under this Agreement, provided the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

**5.2 Definition.** Breaching Party shall mean the Party that is in Breach.

**5.3 Notice of Breach, Cure, and Default.** Upon the occurrence of an event of Breach, any Party aggrieved by the Breach, when it becomes aware of the Breach, shall give written notice of the Breach to the Breaching Party and to any other person representing a Party to this Agreement identified in writing to the other Party in advance. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach.

**5.2.1** Upon receiving written notice of the Breach hereunder, the Breaching Party shall have a period to cure such Breach (hereinafter referred to as the "Cure Period") which shall be sixty (60) Calendar Days. If an Affected System Interconnection Customer is the Breaching Party and the Breach results from a failure to provide payments or security under Article 4.1 of this Agreement, the other Affected System Interconnection Customers, either individually or in concert, may cure the Breach by paying the amounts owed or by providing adequate security, without waiver of contribution rights against the breaching Affected System Interconnection Customer. Such cure for the Breach of an Affected System Interconnection Customer is subject to the reasonable consent of Interconnecting Transmission Owner. Interconnecting Transmission Owner may also cure such Breach by funding the proportionate share of the Affected System Network Upgrade costs related to the Breach of Affected System Interconnection Customer. Interconnecting Transmission Owner must notify all Parties that it will exercise this option within thirty (30) Calendar Days of notification that an Affected System Interconnection Customer has failed to provide payments or security under Article 4.1.

**5.2.2** In the event the Breach is not cured within the Cure Period, the Breaching Party will be in Default of this Agreement, and the non-Defaulting Parties may (1) act in concert to amend the Agreement to remove an Affected System Interconnection Customer that is in Default from this Agreement for cause

and to make other changes as necessary, or (2) either in concert or individually take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreement, or covenants under this Agreement.

**5.3 Rights in the Event of Default.** Notwithstanding the foregoing, upon the occurrence of Default, the non-Defaulting Parties shall be entitled to exercise all rights and remedies it may have in equity or at law.

## **ARTICLE 6**

### **TERMINATION OF AGREEMENT**

**6.1 Expiration of Term.** Except as otherwise specified in this Article 6, the Parties' obligations under this Agreement shall terminate at the conclusion of the term of this Agreement.

**6.2 Termination and Removal.** Subject to the limitations set forth in Article 6.3, in the event of a Default, termination of this Agreement, as to a given Affected System Interconnection Customer or in its entirety, shall require a filing at FERC of a notice of termination, which filing must be accepted for filing by FERC.

**6.3 Disposition of Facilities Upon Termination of Agreement.**

**6.3.1 Interconnecting Transmission Owner Obligations.** Upon termination of this Agreement, unless otherwise agreed to by the Parties in writing, Interconnecting Transmission Owner:

- (a) shall, prior to the construction and installation of any portion of the Affected System Network Upgrade(s) and to the extent possible, cancel any pending orders of, or return, such equipment or material for such Affected System Network Upgrade(s);
- (b) may keep in place any portion of the Affected System Network Upgrade(s) already constructed and installed; and,



(c) shall perform such work as may be necessary to ensure the safety of persons and property and to preserve the integrity of Interconnecting Transmission Owner's Transmission System (e.g., construction demobilization to return the system to its original state, wind-up work).

**6.3.2 Affected System Interconnection Customer Obligations.** Upon billing by Interconnecting Transmission Owner, each Affected System Interconnection Customer shall reimburse Interconnecting Transmission Owner for its share of any costs incurred by Interconnecting Transmission Owner in performance of the actions required or permitted by Article 6.3.1 and for its share of the cost of any Affected System Network Upgrade(s) described in Appendix A. Interconnecting Transmission Owner shall use Reasonable Efforts to minimize costs and shall offset the amounts owed by any salvage value of facilities, if applicable. Each Affected System Interconnection Customer shall pay these costs pursuant to Article 4.3 of this Agreement.

**6.3.3 Pre-construction or Installation.** Upon termination of this Agreement and prior to the construction and installation of any portion of the Affected System Network Upgrade(s), Interconnecting Transmission Owner may, at its option, retain any portion of such Affected System Network Upgrade(s) not cancelled or returned in accordance with Article 6.3.1(a), in which case Interconnecting Transmission Owner shall be responsible for all costs associated with procuring such Affected System Network Upgrade(s). To the extent that an Affected System Interconnection Customer has already paid Interconnecting Transmission Owner for any or all of such costs, Interconnecting Transmission Owner shall refund Affected System Interconnection Customer for those payments. If Interconnecting Transmission Owner elects to not retain any portion of such facilities, and one or more of Affected System Interconnection Customers wish to purchase such facilities, Interconnecting Transmission Owner shall convey and make available to the applicable Affected System Interconnection Customer(s) such facilities as soon as practicable after Affected System Interconnection Customer(s)' payment for such facilities.

**6.4 Survival of Rights.** Termination or expiration of this Agreement shall not relieve any Party of any of its liabilities and obligations arising hereunder prior to the date termination becomes effective, and each Party may take whatever judicial or administrative actions as appear necessary or desirable to enforce its rights hereunder. The applicable provisions of this Agreement will continue in effect after expiration, or early termination hereof, to the extent necessary to provide for (1) final billings, billing

adjustments, and other billing procedures set forth in this Agreement; (2) the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and (3) the confidentiality provisions set forth in Article 8.

## **ARTICLE 7**

### **SUBCONTRACTORS**

**7.1 Subcontractors.** Nothing in this Agreement shall prevent a Party from utilizing the services of subcontractors, as it deems appropriate, to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services, and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.

**7.1.1 Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. In accordance with the provisions of this Agreement, each Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor it hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon a Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

**7.1.2 No Third-Party Beneficiary.** Except as may be specifically set forth to the contrary herein, no subcontractor or any other party is intended to be, nor will it be deemed to be, a third-party beneficiary of this Agreement.

**7.1.3 No Limitation by Insurance.** The obligations under this Article 7 will not be limited in any way by any limitation of any insurance policies or coverages, including any subcontractor's insurance.

## **ARTICLE 8**

### **CONFIDENTIALITY**

**8.1 Confidentiality.** Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied to the other Parties prior to the execution of this Agreement.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential. The Parties shall maintain as confidential any information that is provided and identified by a Party as Critical Energy Infrastructure Information (CEII), as that term is defined in 18 CFR 388.113(c).

Such confidentiality will be maintained in accordance with this Article 8. If requested by the receiving Party, the disclosing Party shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

**8.1.1 Term.** During the term of this Agreement, and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in this Article 8 or with regard to CEII, each Party shall hold in confidence and shall not disclose to any person Confidential Information. CEII shall be treated in accordance with FERC policies and regulations.

**8.1.2 Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a non-Party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this Agreement; or (6) is

required, in accordance with Article 8.1.6 of this Agreement, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this Agreement. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the receiving Party that it no longer is confidential.

**8.1.3 Release of Confidential Information.** No Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, agents, consultants, or to non-Parties that may be or are considering providing financing to or equity participation with Affected System Interconnection Customer(s), or to potential purchasers or assignees of Affected System Interconnection Customer(s), on a need-to-know basis in connection with this Agreement, unless such person has first been advised of the confidentiality provisions of this Article 8 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 8.

**8.1.4 Rights.** Each Party shall retain all rights, title, and interest in the Confidential Information that it discloses to the receiving Party. The disclosure by a Party to the receiving Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

**8.1.5 Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication, or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.

**8.1.6 Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the disclosing Party with prompt notice of such request(s) or requirement(s) so that the disclosing Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. Notwithstanding the absence of a protective order or waiver, the Party

may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

**8.1.7 Termination of Agreement.** Upon termination of this Agreement for any reason, each Party shall, within ten (10) Business Days of receipt of a written request from the other Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the requesting Party) or return to the requesting Party any and all written or electronic Confidential Information received from the requesting Party, except that each Party may keep one copy for archival purposes, provided that the obligation to treat it as Confidential Information in accordance with this Article 8 shall survive such termination.

**8.1.8 Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's Breach of its obligations under this Article 8. Each Party accordingly agrees that the disclosing Party shall be entitled to equitable relief, by way of injunction or otherwise, if the receiving Party Breaches or threatens to Breach its obligations under this Article 8, which equitable relief shall be granted without bond or proof of damages, and the Breaching Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 8, but it shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 8.

**8.1.9 Disclosure to FERC, its Staff, or a State Regulatory Body.** Notwithstanding anything in this Article 8 to the contrary, and pursuant to 18 CFR 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties to this Agreement prior to the release of

the Confidential Information to FERC or its staff. The Party shall notify the other Parties to the Agreement when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

**8.1.10** Subject to the exception in Article 8.1.9, any information that a disclosing Party claims is competitively sensitive, commercial, or financial information under this Agreement shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent disclosure is (1) required by law; (2) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (3) otherwise permitted by consent of the disclosing Party, such consent not to be unreasonably withheld; or (4) necessary to fulfill its obligations under this Agreement or as Interconnecting Transmission Owner or a balancing authority, including disclosing the Confidential Information to a regional or national reliability organization. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this subparagraph, or if any non-Party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the Party that received the Confidential Information from the disclosing Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order, or other reasonable measures.

## **ARTICLE 9**

### **INFORMATION ACCESS AND AUDIT RIGHTS**

**9.1 Information Access.** Each Party shall make available to the other Parties information necessary to verify the costs incurred by the other Parties for which the requesting Party is responsible under this Agreement and carry out obligations and responsibilities under this Agreement, provided that the Parties shall not use such information for purposes other than those set forth in this Article 9.1 and to enforce their rights under this Agreement.

**9.2 Audit Rights.** Subject to the requirements of confidentiality under Article 8 of this Agreement, the accounts and records related to the design, engineering, procurement, and construction of the Affected System Network Upgrade(s) shall be subject to audit during the period of this Agreement and for a period of twenty-four (24) months following Interconnecting Transmission Owner's issuance of a final invoice in accordance with Article 4.4. Affected System Interconnection Customers may, jointly or individually, at the expense of the requesting Party(ies), during normal business hours, and upon prior reasonable notice to Interconnecting Transmission Owner, audit such accounts and records. Any audit authorized by this Article 9.2 shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to obligations under this Agreement.

## **ARTICLE 10**

### **NOTICES**

**10.1 General.** Any notice, demand, or request required or permitted to be given by a Party to the other Parties, and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party, may be so given, tendered, or delivered, as the case may be, by depositing the same with the United States Postal Service with postage prepaid, for transmission by certified or registered mail, addressed to the Parties, or personally delivered to the Parties, at the address set out below:

To Interconnecting Transmission Owner:

To Affected System Interconnection Customers:

**10.2 Billings and Payments.** Billings and payments shall be sent to the addresses shown in Article 10.1 unless otherwise agreed to by the Parties.

**10.3 Alternative Forms of Notice.** Any notice or request required or permitted to be given by a Party to the other Parties and not required by this Agreement to be given in writing may be so given by telephone, facsimile, or email to the telephone numbers and email addresses set out below:

To Interconnecting Transmission Owner:

To Affected System Interconnection Customers:

**10.4 Execution and Filing.** Affected System Interconnection Customers shall either: (i) execute two originals of this tendered Agreement and return them to Interconnecting Transmission Owner; or (ii) request in writing that Interconnecting Transmission Owner file with FERC this Agreement in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either the two executed originals of this tendered Agreement (if it does not conform with a FERC-approved standard form of this Agreement) or the request to file this Agreement unexecuted, Interconnecting Transmission Owner shall file this Agreement with FERC, together with its explanation of any matters as to which Affected System Interconnection Customers and Interconnecting Transmission Owner disagree and support for the costs that Interconnecting Transmission Owner proposes to charge to Affected System Interconnection Customers under this Agreement. An unexecuted version of this Agreement should contain terms and conditions deemed appropriate by Interconnecting Transmission Owner for the Affected System Interconnection Customers' generating facilities. If the Parties agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted version of this Agreement, they may proceed pending FERC action.



## **ARTICLE 11**

### **MISCELLANEOUS**

**11.1 Accuracy of Information.** Except as a Party (“Providing Party”) may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

**11.2 Disclaimer of Warranty.** In conducting the duties described herein, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in carrying out such responsibilities. Affected System Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

### **11.3 Force Majeure, Liability and Indemnification.**

**11.3.1 Force Majeure.** Neither Interconnecting Transmission Owner nor an Affected System Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

**11.3.2 Liability.** Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Affected System Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Affected System Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Affected System Interconnection Customer has claims against Interconnecting Transmission Owner, the Affected System Interconnection Customer may only look to the assets of Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of Interconnecting Transmission Owner or Affiliate of either who, the Affected System Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of Interconnecting Transmission Owner or Affiliate of either. In no event shall Interconnecting Transmission Owner or any Affected System Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Affected System Interconnection Customer's obligations under the Indemnification section below.

**11.3.3 Indemnification.** Affected System Interconnection Customer shall at all times indemnify, defend, and save harmless the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Affected System Interconnection Customer, or the actions or omissions of the Affected System Interconnection Customer in connection with this Agreement, except in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by

Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Affected System Interconnection Customer to indemnify Interconnecting Transmission Owners shall be several, and not joint or joint and several.

**11.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.

**11.5 Severability.** In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

**11.6 Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

**11.7 Amendment.** No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.

**11.8 Independent Contractor.** Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

**11.9 No Implied Waivers.** The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

**11.10 Successors and Assigns.** This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof,

shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

**11.11 Due Authorization.** Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

[Signature Page to Follow]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement in multiple originals, each of which shall constitute and be an original Agreement among the Parties.

Interconnecting Transmission Owner

**{Interconnecting Transmission Owner}**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Affected System Interconnection Customer

**{Affected System Interconnection Customer}**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Project No. \_\_\_\_\_

Affected System Interconnection Customer

**{Affected System Interconnection Customer}**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Project No. \_\_\_\_\_

**Attachment A to Appendix 10**  
**Multiparty Affected System Facilities Construction Agreement**

**AFFECTED SYSTEM NETWORK UPGRADE(S), COST ESTIMATES AND RESPONSIBILITY,  
CONSTRUCTION SCHEDULE, AND MONTHLY PAYMENT SCHEDULE**

This Appendix A is a part of the Multiparty Affected System Facilities Construction Agreement among Affected System Interconnection Customers and Interconnecting Transmission Owner.

**1.1 Affected System Network Upgrade(s) to be installed by Interconnecting Transmission Owner.**

{description}

**1.2 First Equipment Order (including permitting).**

{description}

**1.2.1. Permitting and Land Rights – Interconnecting Transmission Owner Affected System Network Upgrade(s)**

{description}

**1.3 Construction Schedule.** Where applicable, construction of the Affected System Network Upgrade(s) is scheduled as follows and will be periodically updated as necessary:

**Table 3: Interconnecting Transmission Owner Construction Activities**

<b>MILESTONE NUMBER</b>	<b>DESCRIPTION</b>	<b>START DATE</b>	<b>END DATE</b>


Note: Construction schedule assumes that Interconnecting Transmission Owner has obtained final authorizations and security from Affected System Interconnection Customers and all necessary permits from Governmental Authorities as necessary prerequisites to commence construction of any of the Affected System Network Upgrade(s).

#### **1.4 Payment Schedule.**

##### **1.4.1 Timing of and Adjustments to Affected System Interconnection Customers’ Payments and Security.**

{description}

**1.4.2 Monthly Payment Schedule.** Affected System Interconnection Customers’ payment schedule is as follows.

{description}

**Table 4: Affected System Interconnection Customers’ Payment/Security Obligations for Affected System Network Upgrade(s).**

<b>MILESTONE NUMBER</b>	<b>DESCRIPTION</b>	<b>DATE</b>

\* Affected System Interconnection Customers’ proportionate responsibility for each payment is as follows:

Affected System Interconnection Customer 1 \_\_\_\_.\_%

Affected System Interconnection Customer 2 \_\_\_\_.\_%

Affected System Interconnection Customer N \_\_\_\_.\_%

Note: Affected System Interconnection Customers’ payment or provision of security as provided in this Agreement operates as a condition precedent to Interconnecting Transmission Owner’s obligations to construct any Affected System Network Upgrade(s), and failure to meet this schedule will constitute a Breach pursuant to Article 5.1 of this Agreement.

## **1.5 Permits, Licenses, and Authorizations.**

**{description}**



**Attachment B to Appendix 10**

**Multiparty Affected System Facilities Construction Agreement**

**NOTIFICATION OF COMPLETED CONSTRUCTION**

This Appendix B is a part of the Multiparty Affected System Facilities Construction Agreement among Affected System Interconnection Customers and Interconnecting Transmission Owner. Where applicable, when Interconnecting Transmission Owner has completed construction of the Affected System Network Upgrade(s), Interconnecting Transmission Owner shall send notice to Affected System Interconnection Customers in substantially the form following:

{Date}

{Affected System Interconnection Customers Addresses}

Re: Completion of Affected System Network Upgrade(s)

Dear {Name or Title}:

This letter is sent pursuant to the Multiparty Affected System Facilities Construction Agreement among {Interconnecting Transmission Owner} and {Affected System Interconnection Customers}, dated \_\_\_\_\_, 20\_\_.

On {Date}, Interconnecting Transmission Owner completed to its satisfaction all work on the Affected System Network Upgrade(s) required to facilitate the safe and reliable interconnection and operation of Affected System Interconnection Customer's generating facilities. Interconnecting Transmission Owner confirms that the Affected System Network Upgrade(s) are in place.

Thank you.

{Signature}

{Interconnecting Transmission Owner Representative}

**Attachment C to Appendix 10**

**Multiparty Affected System Facilities Construction Agreement**

**EXHIBITS**

This Appendix C is a part of the Multiparty Affected System Facilities Construction Agreement among Affected System Interconnection Customers and Interconnecting Transmission Owner.

**Exhibit A1**  
**Interconnecting Transmission Owner Site Map**

**Exhibit A2**  
**Site Plan**

**Exhibit A3**  
**Affected System Network Upgrade(s) Plan & Profile**

**Exhibit A4**  
**Estimated Cost of Affected System Network Upgrade(s)**

	<b>Location</b>	<b>Facilities to Be Constructed by Interconnecting Transmission Owner</b>	<b>Estimate in Dollars</b>
		<b>Total:</b>	

---

**APPENDIX 11**  
**ELECTIVE TRANSMISSION UPGRADE**  
**INTERCONNECTION AGREEMENT**

**TABLE OF CONTENTS**

Article 1	Definitions
Article 2	Effective Date, Term and Termination
Article 3	Regulatory Filings
Article 4	Scope of Service
Article 5	Interconnection Facilities Engineering, Procurement, and Construction
Article 6	Testing and Inspection
Article 7	Metering
Article 8	Communications
Article 9	Operations
Article 10	Maintenance
Article 11	Performance Obligation
Article 12	Invoice
Article 13	Emergencies
Article 14	Regulatory Requirements and Governing Law
Article 15	Notices
Article 16	Force Majeure
Article 17	Default
Article 18	Indemnity, Consequential Damages and Insurance
Article 19	Assignment
Article 20	Severability
Article 21	Comparability
Article 22	Confidentiality
Article 23	Environmental Releases
Article 24	Information Requirements
Article 25	Information Access and Audit Rights

Article 26	Subcontractors
Article 27	Disputes
Article 28	Representations, Warranties and Covenants
Article 29	Omitted
Article 30	Miscellaneous

## **THIS ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION AGREEMENT**

(“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State/Commonwealth of \_\_\_\_\_ (“Interconnection Customer” with an Elective Transmission Upgrade Facility), ISO New England Inc., a non-stock corporation organized and existing under the laws of the State of Delaware (“System Operator”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State/Commonwealth of \_\_\_\_\_ (“Interconnecting Transmission Owner”). Under this Agreement the Interconnection Customer, System Operator, and Interconnecting Transmission Owner each may be referred to as a “Party” or collectively as the “Parties.”

### **RECITALS**

**WHEREAS**, System Operator is the central dispatching agency provided for under the Transmission Operating Agreement (“TOA”) which has responsibility for the operation of the New England Control Area from the System Operator control center and the administration of the Tariff; and

**WHEREAS**, Interconnecting Transmission Owner is the owner or possessor of an interest in the Administered Transmission System; and

**WHEREAS**, Interconnection Customer intends to own, lease and/or control and operate the Elective Transmission Upgrade identified in Appendix C to this Agreement; and

**WHEREAS**, System Operator, Interconnection Customer and Interconnecting Transmission Owner have agreed to enter into this Agreement for the purpose of interconnecting the Elective Transmission Upgrade to the Administered Transmission System.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this Elective Transmission Upgrade Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used.

## ARTICLE 1. DEFINITIONS

The definitions contained in this Article 1 and those definitions embedded in an Article of this Agreement are intended to apply in the context of the Elective Transmission Upgrade interconnection process provided for in Schedule 25 (and its appendices). To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for purposes of Elective Transmission Upgrade interconnections under Schedule 25. Capitalized terms in Schedule 25 that are not defined in this Article 1 shall have the meanings specified in Section I.2.2 of the Tariff.

**Administered Transmission System** shall mean the PTF and the Non-PTF.

**Adverse System Impact** shall mean any significant negative effects on the stability, reliability or operating characteristics of the electric system.

**Affected Party** shall mean the entity that owns, operates or controls an Affected System, or any other entity operating outside of the New England Control Area that otherwise may be a necessary party to the interconnection process.

**Affected System** shall mean any electric system that is outside the New England Control Area that may be affected by the proposed interconnection.

**Affected System Facilities Construction Agreement** shall mean the agreement contained in Appendix 9 to this ETU IP that is made between Interconnecting Transmission Owner and Affected System Interconnection Customer to facilitate the construction of and to set forth cost responsibility for necessary Affected System Network Upgrades on the New England Transmission System.

**Affected System Interconnection Customer** shall mean any entity that submits an interconnection request for a generating facility to a transmission system outside of the New England Control Area that may cause the need for Affected System Network Upgrades on the New England Transmission System.

**Affected System Network Upgrades** shall mean the additions, modifications, and upgrades to New England Transmission System required to accommodate Affected System Interconnection Customer's proposed interconnection to a transmission system other than New England Transmission System.

**Affected System Operator** shall mean the entity that operates an Affected System.

**Affected System Queue Position** shall mean the queue position of an Affected System Interconnection Customer in System Operator's interconnection queue relative to System Operator's Interconnection Customers' Queue Positions.

**Affected System Study** shall mean the evaluation of Affected System Interconnection Customers' proposed interconnection(s) to a transmission system outside the New England Control Area that have an impact on the New England's Transmission System, as described in Section 9 of this ETU IP.

**Affected System Study Agreement** shall mean the agreement contained in Appendix 7 to this ETU IP that is made between System Operator and Affected System Interconnection Customer to conduct an External Affected System Study pursuant to Section 9 of this ETU IP.

**Affected System Study Report** shall mean the report issued following completion of an Affected System Study pursuant to Section 9.6 of this ETU IP.

**Affiliate** shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

**Applicable Laws and Regulations** shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Applicable Reliability Council** shall mean the reliability council applicable to the New England Control Area.



**Applicable Reliability Standards** shall mean the requirements and guidelines of NERC, the NPCC and the New England Control Area, including publicly available local reliability requirements of Interconnecting Transmission Owners or other Affected Parties or Internal Affected Party.

**Base Case** shall have the meaning specified in Section 2.3.

**Base Case Data** shall mean the Base Case power flow, short circuit, and stability databases used for the Interconnection Studies by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements.

**Breach** shall mean the failure of a Party to perform or observe any material term or condition of the Elective Transmission Upgrade Interconnection Agreement.

**Breaching Party** shall mean a Party that is in Breach of the Elective Transmission Upgrade Interconnection Agreement.

**Calendar Day** shall mean any day including Saturday, Sunday or a Federal Holiday.

**Capacity Capability Interconnection Standard (“CC Interconnection Standard”)** shall mean the criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service, and in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resource or Elective Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

**Capacity Network Import Capability (“CNI Capability”)** shall mean the MW quantity associated with CNI Interconnection Service, calculated as described in Section II.48 of the Tariff.

**Capacity Network Import Interconnection Service (“CNI Interconnection Service”)** shall mean, for an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, the Interconnection Service selected by the Interconnection Customer to interconnect its Elective Transmission Upgrade with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard. An Interconnection Customer’s Capacity Network Import Interconnection Service shall be for the megawatt of Capacity Network Import Capability. Capacity Network Import Interconnection Service does not in and of itself convey transmission service.

**Capacity Network Resource Group Study (“CNR Group Study”)** shall mean the study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.

**Cluster** shall mean a group of one or more Interconnection Requests that are studied together for the purpose of conducting a Cluster Study, Cluster Interconnection System Impact Study, and Cluster Interconnection Facilities Study.

**Cluster Enabling Transmission Upgrade (“CETU”)** shall mean new significant transmission line infrastructure that consists of AC transmission lines and related terminal equipment having a nominal voltage rating at or above 115 kV or HVDC transmission lines and HVDC terminal equipment that is identified through the Clustering Enabling Transmission Upgrade Regional Planning Study conducted in accordance with Attachment K, Section 2 of the Tariff. The CETU shall be considered part of an ETU Interconnection Related Upgrade and be categorized as Interconnection Facilities or Network Upgrades.

**Cluster Enabling Transmission Upgrade Regional Planning Study (“CRPS”)** shall mean a study conducted by the System Operator under Attachment K, Section II of the Tariff to identify the Cluster Enabling Transmission Upgrade and associated system upgrades to enable the interconnection of Interconnection Requests for which the conditions identified in Section 4.2.1 have been triggered.

**Cluster Interconnection Facilities Study (“CFAC”)** shall mean an Interconnection Facilities Study performed using Clustering pursuant to Section 4.2.4.

**Cluster Interconnection System Impact Study (“CSIS”)** shall mean an Interconnection System Impact Study performed using Clustering pursuant to Section 4.2.3.

**CETU Participation Deposit** shall a Commercial Readiness Deposit as described in Section 4.2.

**Cluster Request Window** shall mean the time period set forth in Section 3.4.1 of this ETU IP.

**Cluster Restudy** shall mean a restudy of a Cluster Study conducted pursuant to Section 7.5 of this ETU IP.

**Cluster Restudy Report Meeting** shall mean the meeting held to discuss the results of a Cluster Restudy pursuant to Section 7.5 of this ETU IP.

**Cluster Restudy Report** shall mean the report issued following completion of a Cluster Restudy pursuant to Section 7.5 of this ETU IP.

**Cluster Study** shall mean the evaluation of one or more Interconnection Requests within a Cluster as described in Section 7 of this ETU IP.

**Cluster Study Agreement** shall mean the agreement contained in Appendix 2 to this ETU IP for conducting the Cluster Study.

**Cluster Study Process** shall mean the following processes, conducted in sequence: the Cluster Request Window; the Customer Engagement Window and Scoping Meetings therein; the Cluster Study; any needed Cluster Restudies; and the Interconnection Facilities Study.

**Cluster Study Report** shall mean the report issued following completion of a Cluster Study pursuant to Section 7 of this ETU IP.

**Cluster Study Report Meeting** shall mean the meeting held to discuss the results of a Cluster Study pursuant to Section 7 of this ETU IP.

**Clustering** shall mean the process whereby one or more Interconnection Requests are studied together instead of serially, as described in Sections 4.2.3, 4.2.4, and 7 of this ETU IP.

**Commercial Operation** shall mean the status of an Elective Transmission Upgrade that has commenced transmitting electricity, excluding performance during Trial Operation.

**Commercial Operation Date** shall mean the date on which the Elective Transmission Upgrade commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the Elective Transmission Upgrade Interconnection Agreement.

**Commercial Readiness Deposit** shall mean a deposit paid as set forth in Sections 3.4.2, 4.4.2, 7.5, and 8.1 of this ETU IP.

**Confidential Information** shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise. Confidential Information shall include, but not be limited to, information that is confidential pursuant to the ISO New England Information Policy.

**Contingent Facilities** shall mean those unbuilt Interconnection Facilities and Network Upgrades associated with an Interconnection Request with a higher Queue Position or a transmission project that is planned or proposed for the New England Transmission System upon which the Interconnection Request's costs, timing, and study findings are dependent, and if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing.

**Customer Engagement Window** shall mean the time period set forth in Section 3.4.5 of this ETU IP.

**Default** shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Elective Transmission Upgrade Interconnection Agreement.

**Dispute Resolution** shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

**Distribution System** shall mean the Interconnecting Transmission Owner's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.

**Distribution Upgrades** shall mean the additions, modifications, and upgrades to the Interconnecting Transmission Owner's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Elective Transmission Upgrade. Distribution Upgrades do not include Interconnection Facilities.

**Effective Date** shall mean the date on which the Elective Transmission Upgrade Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission or if filed unexecuted, upon the date specified by the Commission.

**Elective Transmission Upgrade ("ETU")** shall mean a new Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnecting to the Administered Transmission System, or an upgrade to an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is part of or interconnected to the Administered Transmission System for which the Interconnection Customer has agreed to pay all of the costs of said Elective Transmission Upgrade and of any additions or modifications to the Administered Transmission System that are required to accommodate the Elective Transmission Upgrade. An Elective Transmission Upgrade is not a Generator Interconnection Related Upgrade, a Regional Transmission Upgrade, or a Market Efficiency Transmission Upgrade.

**Elective Transmission Upgrade Interconnection Agreement (“ETU IA”)** shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to an Elective Transmission Upgrade, that is included in this Schedule 25 to Section II of the Tariff.

**Elective Transmission Upgrade Interconnection Procedures (“ETU IP”)** shall mean the interconnection procedures applicable to an Interconnection Request pertaining to an Elective Transmission Upgrade that are included in this Schedule 25 to Section II of the Tariff.

**Emergency Condition** shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, Interconnecting Transmission Owner’s Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Elective Transmission Upgrade or Interconnection Customer’s Interconnection Facilities.

**Engineering & Procurement (“E&P”) Agreement** shall mean an agreement that authorizes the Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party or Internal Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

**Environmental Law** shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

**ETU IA Deposit** shall mean the deposit Interconnection Customer submits when returning the executed ETU IA, or within ten (10) Business Days of requesting that the ETU IA be filed unexecuted at the Commission, in accordance with Section 11.3 of this ETUIP.

**External Elective Transmission Upgrade (“External ETU”)** shall mean an Elective Transmission Upgrade that interconnects the New England Control Area with another Control Area.

**Federal Power Act** shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

**Force Majeure** shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

**Generating Facility** is defined in Section I of Schedule 22 and Attachment 1 to Schedule 23 of Section II to the Tariff.

**Governmental Authority** shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affiliate thereof.

**Hazardous Substances** shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

**In-Service Date** shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner's Interconnection Facilities.

**Interconnecting Transmission Owner** shall mean Transmission Owner that owns, leases or otherwise possesses an interest in the portion of the Administered Transmission System at the Point of

Interconnection and shall be a Party to the Elective Transmission Upgrade Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator, and may refer to one or more Transmission Owners in the case of an Internal Elective Transmission Upgrade.

**Interconnecting Transmission Owner's Interconnection Facilities** shall mean all facilities and equipment owned, controlled, or operated by the Interconnecting Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Interconnecting Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Interconnection Customer** shall mean any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Elective Transmission Upgrade with the Administered Transmission System under the Elective Transmission Upgrade Interconnection Procedures.

**Interconnection Customer's Interconnection Facilities** shall mean all facilities and equipment, as identified in Appendix A of the Elective Transmission Upgrade Interconnection Agreement, that are separate and distinct from the Elective Transmission Upgrade and are located between the Elective Transmission Upgrade and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Elective Transmission Upgrade to the Administered Transmission System. Interconnection Customer's may be sole use facilities or subject to shared use pursuant to arrangements filed with and approved by the Commission facilities.

**Interconnection Facilities** shall mean the Interconnecting Transmission Owner's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Elective Transmission Upgrade and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Elective Transmission Upgrade to the Administered Transmission System.



Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Interconnection Facilities Study** shall mean a study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for the Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Cluster Study, Cluster Restudy or Cluster Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Elective Transmission Upgrade with the Administered Transmission System. The scope of the study is defined in Section 8 of the Elective Transmission Upgrade Interconnection Procedures.

**Interconnection Facilities Study Agreement** shall mean the form of agreement contained in Appendix 3 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Interconnection Facilities Study.

**Interconnection Facilities Study Report** shall mean the report issued following completion of an Interconnection Facilities Study pursuant to Section 8 of the ETU IP.

**Interconnection Request** shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Elective Transmission Upgrade Interconnection Procedures, in accordance with the Tariff, to: (i) interconnect a new Elective Transmission Upgrade to the Administered Transmission System; (ii) make a Material Modification to an Elective Transmission upgrade with an outstanding Interconnection Request; (iii) increase the capability of an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected to the Administered Transmission System; (iv) make a Material Modification to the design or operating characteristics of an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected with the Administered Transmission System ; or (v) change from NI Interconnection Service to CNI Interconnection Service for an Elective Transmission Upgrade that is eligible to request such services. Interconnection Request shall not include a request to interconnect to a transmission facility that is not part of the Administered Transmission System.

**Interconnection Service** shall mean the right to interconnect the Interconnection Customer's Elective Transmission Upgrade to the Administered Transmission System at the Point of Interconnection pursuant to the terms of the Elective Transmission Upgrade Interconnection Agreement and, if applicable, the Tariff. For an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, Interconnection Service shall include Capacity Network Import Interconnection Service or Network Import Interconnection Service.

**Interconnection Study** shall mean any of the following studies: Cluster Interconnection System Impact Study, Cluster Interconnection Facilities Study, the Cluster Study, the Cluster Restudy, the Surplus Interconnection Service System Impact Study, the Interconnection Facilities Study the Affected System Study, Optional Interconnection Study, and Material Modification assessment, and the Optional Interconnection Study described in the ETU IP

**Interconnection Study Agreement** shall mean any of the following agreements: Affected System Study Agreement, Cluster Study Agreement, the Interconnection Facilities Study Agreement, and the Optional Interconnection Study Agreement attached to the ETU IP

**Internal Affected Party** shall mean the entity that owns, operates or controls an Internal Affected System, or any other entity operating within the New England Control Area that otherwise may be a necessary party to the interconnection process.

**Internal Affected System** shall mean any electric system that is within the New England Control Area, including, but not limited to, generator owned facilities that may be affected by the proposed interconnection.

**Internal Elective Transmission Upgrade ("Internal ETU")** shall mean an Elective Transmission Upgrade that interconnects solely within the New England Control Area.

**IRS** shall mean the Internal Revenue Service.

**Loss** shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from another Party's performance, or non-performance of its obligations under the Elective Transmission Upgrade Interconnection Agreement on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnifying Party.

**Major Permits** shall be as defined in Section III.13.1.1.2.2(a) of the Tariff.

**Material Modification** shall mean: (i) except as expressly provided in Section 4.4.1, those modifications to the Interconnection Request, including any of the technical data provided by the Interconnection Customer in Appendix 1, Attachment A to the Interconnection Request or to the interconnection configuration, requested by the Interconnection Customer, that either require significant additional study of the same Interconnection Request and could substantially change the interconnection design, or have a material impact (*i.e.*, an evaluation of the proposed modification cannot be completed in less than ten (10) Business Days) on the cost or timing of any Interconnection Studies or upgrades associated with an Interconnection Request with an equal or later queue Queue Position; (ii) a change to the design or operating characteristics of an existing Pool Transmission Facility, Merchant Transmission Facility, or Other Transmission Facility that is interconnected with the Administered Transmission System that may have a significant adverse effect on the reliability or operating characteristics of the New England Transmission System; (iii) a delay to the Commercial Operation Date, In-Service Date, or Trial Operation Date of greater than three (3) years where the reason for delay is unrelated to construction schedules or permitting which delay is beyond the Interconnection Customer's control.

**Metering Equipment** shall mean all metering equipment installed or to be installed pursuant to the Elective Transmission Upgrade Interconnection Agreement, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

**Multiparty Affected System Facilities Construction Agreement** shall mean the agreement contained in Appendix 12 to this ETU IP that is made among Interconnecting Transmission Owner and multiple Affected System Interconnection Customers to facilitate the construction of and to set forth cost

responsibility for necessary Affected System Network Upgrades on the New England Transmission System.

**Multiparty Affected System Study Agreement** shall mean the agreement contained in Appendix 8 to this ETU IP that is made among Interconnecting Transmission Owner, System Operator and multiple Affected System Interconnection Customers to conduct an Affected System Study pursuant to Section 9 of this ETU IP.

**Network Capability Interconnection Standard (“NC Interconnection Standard”)** shall mean the minimum criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

**Network Import Capability (“NI Capability”)** shall mean the MW quantity associated with NI Interconnection Service, calculated as described in Section II.48 of the Tariff.

**Network Import Interconnection Service (“NI Interconnection Service”)** shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Elective Transmission Upgrade to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer’s Network Import Interconnection Service shall be solely for the megawatt amount of the Network Import Capability. Network Import Interconnection Service in and of itself does not convey transmission service.

**Network Upgrades** shall mean the additions, modifications, and upgrades to the New England Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection of the Elective Transmission Upgrade to the Administered Transmission System.

**Notice of Dispute** shall mean a written notice of a dispute or claim that arises out of or in connection with the Elective Transmission Upgrade Interconnection Agreement or its performance.

**Optional Interconnection Study** shall mean a sensitivity analysis based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

**Optional Interconnection Study Agreement** shall mean the form of agreement contained in Appendix 4 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Optional Interconnection Study.

**Party** shall mean the System Operator, Interconnection Customer and Interconnecting Transmission Owner or any combination of the above.

**Point of Change of Ownership** shall mean the point, as set forth in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, where the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities connect to the Interconnecting Transmission Owner's Interconnection Facilities.

**Point of Interconnection** shall mean the point(s), as set forth in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, where the Interconnection Facilities connect to the Administered Transmission System.

**Proportional Impact Method** shall mean a technical analysis conducted by the System Operator in accordance with the criteria and parameters specified in the ISO New England Planning Procedures to determine the degree to which each Generating Facility in the Cluster Study contributes to the need for a specific System Network Upgrade.

**Queue Position** shall mean the order of a valid request in the New England Control Area, relative to all other pending requests in the New England Control Area, that is established based upon the date and time of receipt of such request by the System Operator. Requests are comprised of interconnection requests for Generating Facilities, Elective Transmission Upgrades, and requests for transmission service.

**Reasonable Efforts** shall mean, with respect to an action required to be attempted or taken by a Party under the Elective Transmission Upgrade Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Scoping Meeting** shall mean the meeting between representatives of the System Operator, Interconnection Customer(s), Interconnecting Transmission Owner(s), or any Affected Party or Internal Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, conducted for the purpose of discussing the proposed Interconnection Requests and any alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options refining information and models provided by Interconnection Customer(s), discussing the Cluster Study materials posted to OASIS pursuant to Section 3.5 of this ETU IP, and analyzing such information..

**Site Control** shall mean the exclusive right to develop, construct, operate, and maintain the Generating Facility over the term of expected operation of the Generating Facility. Site Control of sufficient size to construct and operate may be demonstrated by documentation establishing: (a) that the Interconnection Customer is the owner in fee simple of the real property or holds an easement for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; (b) that the Interconnection Customer holds a valid written leasehold or other contractual interest in the real property for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; (c) that the Interconnection Customer holds a valid written option to purchase or a leasehold interest in the real property for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; (d) that the Interconnection Customer holds a duly executed written contract to purchase, acquire an easement, a license or a leasehold interest in the real property for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; or (e) that the Interconnection Customer has filed applications for required permits to site on federal or state property where the Elective Transmission Upgrade's terminal locations will be located at the Point of Interconnection within the New England Control Area.

**Stand Alone Network Upgrades** shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their construction and the following conditions are met: (1) a Substation Network Upgrade must only be required for a single Interconnection Customer in the Cluster and no other Interconnection Customer in that Cluster is required to interconnect to the same Substation Network Upgrades, and (2) a System Network Upgrade must only be required for a single Interconnection Customer in the Cluster, as indicated under the System Operator's Proportional Impact Method. The System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Elective Transmission Upgrade Interconnection Agreement.

**Study Case** shall have the meaning specified in Section 7.3 of this ETU IP.

**Substation Network Upgrade** shall mean Network Upgrades comprising breakers, bus positions and associated equipment that are required at the substation located at the Point of Interconnection.

**System Network Upgrades** shall mean Network Upgrades that are required beyond the substations located at the Point of Interconnection

**System Protection Facilities** shall mean the equipment, including necessary signal protection communications equipment, required to protect (1) the New England Transmission System from faults or other electrical disturbances occurring at the Elective Transmission Upgrade and (2) the Elective Transmission Upgrade from faults or other electrical system disturbances occurring on the New England Transmission System or on other delivery systems or other generating systems to which the New England Transmission System is directly connected.

**Transitional Cluster Study** shall mean an Interconnection Study evaluating a Cluster of Interconnection Requests during the transition to the Cluster Study Process, as set forth in Section 5.1.1.2 of this ETU IP.

**Transitional Cluster Study Report** shall mean the report issued following completion of a Transitional Cluster Study pursuant to Section 5.1.1.2 of this ETU IP.

**Transitional Serial Interconnection Facilities Study** shall mean an Interconnection Facilities Study evaluating an Interconnection Request on a serial basis during the transition to the Cluster Study Process, as set forth in Section 5.1.1.1 of this ETU IP.

**Transitional Serial Interconnection Facilities Study Report** shall mean the report issued following completion of a Transitional Interconnection Facilities Study pursuant to Section 5.1.1.1 of this ETU IP.

**Trial Operation** shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Elective Transmission Upgrade prior to Commercial Operation.

**Trial Operation Date** shall mean the date upon which the Elective Transmission Upgrade begins Trial Operation.

**Withdrawal Penalty** shall mean the penalty assessed by System Operator to an Interconnection Customer that chooses to withdraw or is deemed withdrawn from System Operator's interconnection queue or whose Generating Facility does not otherwise reach Commercial Operation. The calculation of the Withdrawal Penalty is set forth in Section 3.7.1 of this ETU IP.

## **ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION**

**2.1 Effective Date.** This ETU IA shall become effective upon execution by the Parties subject to acceptance by the Commission (if applicable), or if filed unexecuted, upon the date specified by the Commission. System Operator and Interconnecting Transmission Owner, shall promptly and jointly file this ETU IA with the Commission upon execution in accordance with Section 11.3 of the ETU IP and Article 3.1, if required.

**2.2 Term of Agreement.** This ETU IA, subject to the provisions of Article 2.3, and by mutual agreement of the Parties, shall remain in effect for a period of \_\_\_\_\_ years from the Effective Date (*term to be specified in individual Agreement, but in no case should the term be less than ten*



*(10) years from the Effective Date or such other longer period as the Interconnection Customer may request)* and shall be automatically renewed for each successive one-year period thereafter.

## **2.3 Termination Procedures.**

**2.3.1 Written Notice.** This ETU IA may be terminated by the Interconnection Customer, subject to continuing obligations of this ETU IA and the Tariff, after giving the System Operator and Interconnecting Transmission Owner ninety (90) Calendar Days advance written notice, or by System Operator or Interconnecting Transmission Owner notifying the Commission after the Elective Transmission Upgrade retires pursuant to the Tariff, provided that if an Interconnection Customer exercises its right to terminate on ninety (90) Calendar Days, any reconnection would be treated as a new interconnection request; or this ETU IA may be terminated by Interconnecting Transmission Owner or System Operator by notifying the Commission after the Elective Transmission Upgrade permanently ceases Commercial Operation.

**2.3.2 Default.** Each Party may terminate this ETU IA in accordance with Article 17. Notwithstanding Articles 2.3.1 and 2.3.2, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing, if applicable, with the Commission of a notice of termination of this ETU IA, which notice has been accepted for filing by the Commission. Termination of the ETU IA shall not supersede or alter any requirements for deactivation or retirement of an Elective Transmission Upgrade under ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**2.4 Termination Costs.** If a Party elects to terminate this ETU IA pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party(ies), as of the date of such Party's(ies') receipt of such notice of termination, that are the responsibility of such Party(ies) under this ETU IA. In the event of termination by a Party, all Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges

arising as a consequence of termination. Upon termination of this ETU IA, unless otherwise ordered or approved by the Commission:

- 2.4.1 With respect to any portion of the Interconnecting Transmission Owner's Interconnection Facilities, Network Upgrades, or Distribution Upgrades to the extent covered by this ETU IA, that have not yet been constructed or installed, the Interconnecting Transmission Owner shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and the Interconnecting Transmission Owner shall deliver such material and equipment, and, if necessary, and to the extent possible, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Interconnecting Transmission Owner for any or all such costs of materials or equipment not taken by Interconnection Customer, either (i) in the case of overpayment, Interconnecting Transmission Owner shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by the Interconnecting Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts, or (ii) in the case of underpayment, Interconnection Customer shall promptly pay such amounts still due plus any costs, including penalties incurred by Interconnecting Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts.
- If an Interconnection Customer terminates this ETU IA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Network Upgrades for which the Interconnecting Transmission Owner has incurred expenses and has not been reimbursed by the Interconnection Customer.
- 2.4.2 Interconnecting Transmission Owner may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept

delivery of, in which case Interconnecting Transmission Owner shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this ETU IA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

**2.5 Disconnection.** Upon termination of this ETU IA, Interconnection Service shall terminate and, the Parties will take all appropriate steps to disconnect the Elective Transmission Upgrade from the Interconnecting Transmission Owner's Interconnection Facilities. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from a non-terminating Party's Default of this ETU IA or such non-terminating Party otherwise is responsible for these costs under this ETU IA.

**2.6 Survival.** This ETU IA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this ETU IA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this ETU IA was in effect; and to permit each Party to have access to the lands of the other Party(ies) pursuant to this ETU IA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

### **ARTICLE 3. REGULATORY FILINGS**

**3.1 Filing.** The System Operator and Interconnecting Transmission Owner shall jointly file this ETU IA (and any amendment hereto) with the appropriate Governmental Authority, if required, in accordance with Section 11.3 of the ETU IP. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If the Interconnection Customer has executed this ETU IA, or any amendment thereto, the Interconnection Customer shall reasonably cooperate with the System Operator and Interconnecting Transmission Owner with respect to such filing and to provide any information

reasonably requested by the System Operator and/or the Interconnecting Transmission Owner needed to comply with applicable regulatory requirements.

#### **ARTICLE 4. SCOPE OF SERVICE**

- 4.1 Interconnection Product Options.** Interconnection Customer with an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility (import direction) has selected the following (checked) type(s) of Interconnection Service:

Check: ☐ NI Interconnection Service (NI Capability Only)

☐ CNI Interconnection Service (CNI Capability and NI Capability)

##### **4.1.1 Capacity Network Import Interconnection Service (CNI Interconnection Service).**

**4.1.1.1 The Product.** The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and the Interconnecting Transmission Owner and Internal Affected Parties must construct the Network Upgrades needed to interconnect the External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility under the CC Interconnection Standard. CNI Interconnection Service allows the Interconnection Customer's External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility to enable the participation of an Import Capacity Resource in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the net CNI Capability, or as otherwise provided in Market Rule 1, Section III of the Tariff.

##### **4.1.2 Network Import Interconnection Service (NI Interconnection Service).**

**4.1.2.1 The Product.** The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and Interconnecting Transmission Owner and Internal Affected Parties must construct the Network Upgrades needed to

interconnect the External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility under the NC Interconnection Standard. NI Interconnection Service allows the Interconnection Customer's External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility to participate in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the NI Capability or as otherwise provided in Market Rule 1, Section III of the Tariff. Notwithstanding the above, the portion of an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility that has been interconnected under the NC Interconnection Standard cannot be used to support an Import Capacity Resource's(s') participation in the Forward Capacity Market under Section III.13 of the Tariff, except pursuant to a new Interconnection Request for CNI Interconnection Service.

- 4.2 Provision of Service.** System Operator and Interconnecting Transmission Owner shall provide Interconnection Service for the Elective Transmission Upgrade at the Point of Interconnection.
- 4.3 Performance Standards.** Each Party shall perform all of its obligations under this ETU IA in accordance with Applicable Laws and Regulations, the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such requirements and standards, such Party shall not be deemed to be in Breach of this ETU IA for its compliance therewith. If such Party is the Interconnecting Transmission Owner, then that Party shall amend the ETU IA and System Operator, in conjunction with the Interconnecting Transmission Owner, shall submit the amendment to the Commission for approval.
- 4.4 No Transmission Delivery Service.** The execution of this ETU IA does not constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service, or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

**4.5 Transmission Delivery Service Implications.** Interconnection Service allows the Interconnection Customer's Elective Transmission Upgrade to be interconnected to the Administered Transmission System. Although Interconnection Service does not convey a reservation of transmission service, any Network Customer can utilize its network service under the Tariff to obtain delivery of capability from the Interconnection Customer's Elective Transmission Upgrade. An Elective Transmission Upgrade may also be used to provide Ancillary Services, in accordance with the Tariff, after technical studies and/or periodic analyses are performed with respect to the Elective Transmission Upgrade's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Elective Transmission Upgrade. However, an Interconnection Customer's Elective Transmission Upgrade cannot be required to provide Ancillary Services except to the extent such requirements extend to all Elective Transmission Upgrades that are similarly situated.

Interconnection Service does not necessarily provide the Interconnection Customer with the capability to physically deliver electricity to any particular load on the New England Transmission System without incurring congestion costs. In the event of transmission constraints on the New England Transmission System, the Interconnection Customer's Elective Transmission Upgrade shall be subject to the applicable congestion management procedures for the New England Transmission System.

Once an Interconnection Customer satisfies the requirements for obtaining Interconnection Service, as long as the Elective Transmission Upgrade has not been deemed to be retired, any future transmission service request for delivery of electricity from the Elective Transmission Upgrade to the New England Transmission System of any amount of capacity capability and/or energy capability will not require that any additional studies be performed or that any further upgrades associated with such Elective Transmission Upgrade be undertaken, and regardless of changes in ownership of the Elective Transmission Upgrade. To the extent the Interconnection Customer enters into an arrangement for long-term transmission service for deliveries from the Elective Transmission Upgrade outside the New England Transmission System, or if the Elective

Transmission Upgrade has been deemed to be retired, such request may require additional studies and upgrades in order for Interconnecting Transmission Owner to grant such request.

- 4.6 Interconnection Customer Provided Services.** The services provided by Interconnection Customer under this ETU IA are set forth in Article 9.6 and Article 13.4. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

## **ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION**

- 5.1 Options.** Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall specify the In-Service Date, Trial Operation Date, and Commercial Operation Date as specified in the Interconnection Request or as subsequently revised pursuant to Section 4.4 of the ETU IP; and select either Standard Option or Alternate Option set forth below for completion of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as set forth in Appendix A, and such dates and selected option shall be set forth in Appendix B (Milestones). In accordance with Section 8 of the ETU IP and unless otherwise mutually agreed, the Alternate Option is not an available option if the Interconnection Customer waived the Interconnection Facilities Study.

- 5.1.1 Standard Option.** The Interconnecting Transmission Owner shall design, procure, and construct the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades by the dates set forth in Appendix B (Milestones). The Interconnecting Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event the Interconnecting Transmission Owner reasonably expects that it will not be able to complete the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades by the specified dates, the Interconnecting Transmission Owner shall

promptly provide written notice to the Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

**5.1.2 Alternate Option.** If the dates designated by Interconnection Customer are acceptable to Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall so notify Interconnection Customer within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities by the designated dates.

If Interconnecting Transmission Owner subsequently fails to complete Interconnecting Transmission Owner's Interconnection Facilities by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades by the Trial Operation Date to the extent necessary to allow for Trial Operation at full power output, unless other arrangements are made by the Parties for such Trial Operation; or fails to complete the Network Upgrades by the Commercial Operation Date, as such dates are reflected in Appendix B (Milestones); Interconnecting Transmission Owner shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each day that the applicable System Operator refuses to grant clearances to install equipment.

**5.1.3 Option to Build.** If the dates designated by Interconnection Customer are not acceptable to Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall so notify the Interconnection Customer within thirty (30) Calendar Days, and unless the Parties agree otherwise, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2 if the requirements of this Article 5.1.3 are met. When multiple Interconnection Customers exercise this option, multiple Interconnection Customers may agree to exercise this option provided (1) all Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network upgrades constructed under this option are only required for Interconnection Customers in a single Cluster and (2) all impacted Interconnection Customers execute and provide to



Interconnecting Transmission Owner an agreement regarding responsibilities and payment for the construction of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades planned to be built under this option. The System Operator, Interconnecting Transmission Owner, Interconnection Customer, the individual Interconnection Customer or each of the multiple Interconnection Customers, and any Affected Party as deemed appropriate by System Operator in accordance with applicable codes of conduct and confidentiality requirements must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A to the ETU IA. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

**5.1.4 Negotiated Option.** If the Interconnection Customer elects not to exercise its option under Article 5.1.3 (Option to Build), Interconnection Customer shall so notify Interconnecting Transmission Owner within thirty (30) Calendar Days, and the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and construction of a portion of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades by Interconnection Customer) pursuant to which Interconnecting Transmission Owner is responsible for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades. If the Parties are unable to reach agreement on such terms and conditions, Interconnecting Transmission Owner shall assume responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades pursuant to 5.1.1 (Standard Option).

**5.2 General Conditions Applicable to Option to Build.** If Interconnection Customer assumes responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades,

- (1) Interconnection Customer shall engineer, procure equipment, and construct the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the Interconnecting Transmission Owner;
- (2) Interconnection Customer's engineering, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Interconnecting Transmission Owner would be subject in the engineering, procurement or construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;
- (3) Interconnecting Transmission Owner shall review and approve the engineering design, equipment acceptance tests, and the construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;
- (4) Prior to commencement of construction, Interconnection Customer shall provide to Interconnecting Transmission Owner a schedule for construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Interconnecting Transmission Owner;
- (5) At any time during construction, Interconnecting Transmission Owner shall have the right to gain unrestricted access to the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;
- (6) At any time during construction, should any phase of the engineering, equipment procurement, or construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Interconnecting Transmission Owner, the Interconnection Customer shall be obligated to remedy deficiencies in that portion of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(7) Interconnection Customer shall indemnify the Interconnecting Transmission Owner for claims arising from the Interconnection Customer's construction of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 (Indemnity);

(8) Interconnection Customer shall transfer control of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the Interconnecting Transmission Owner;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Interconnecting Transmission Owner;

(10) Interconnecting Transmission Owner shall approve and accept for operation and maintenance the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) Interconnection Customer shall deliver to Interconnecting Transmission Owner "as built" drawings, information, and any other documents that are reasonably required by Interconnecting Transmission Owner to assure that the Interconnection Facilities and Stand Alone Network Upgrades are built to the standards and specifications required by Interconnecting Transmission Owner.

**5.3 Liquidated Damages.** The actual damages to the Interconnection Customer, in the event the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades are not completed by the dates designated by the Interconnection Customer and accepted by the Interconnecting Transmission Owner pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by the Interconnecting Transmission Owner to the Interconnection Customer in the event that Interconnecting Transmission Owner does not

complete any portion of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to ½ of 1 percent per day of the actual cost of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, in the aggregate, for which Interconnecting Transmission Owner has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades for which the Interconnecting Transmission Owner has assumed responsibility to design, procure, and construct. The foregoing payments will be made by the Interconnecting Transmission Owner to the Interconnection Customer as just compensation for the damages caused to the Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this ETU IA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Interconnecting Transmission Owner's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades to transmit power from the Elective Transmission Upgrade on the specified dates, unless the Interconnection Customer would have been able to commence use of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades to transmit power from the Elective Transmission Upgrade, but for Interconnecting Transmission Owner's delay; (2) the Interconnecting Transmission Owner's failure to meet the specified dates is the result of the action or inaction of the Interconnection Customer or any other Interconnection Customer who has entered into an ETU IA with the Interconnecting Transmission Owner or any cause beyond Interconnecting Transmission Owner's reasonable control or reasonable ability to cure, including, but not limited to, actions by the System Operator that cause delays and/or delays in licensing, permitting or consents where the Interconnecting Transmission Owner has pursued such licenses, permits or consents in good faith; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

**5.4 Power System Stabilizers.** If a Power System Stabilizer or other frequency damping control equipment is required to be installed on the Elective Transmission Upgrade for the purpose of maintaining system stability, the Interconnection Customer shall procure, install, maintain and operate such equipment in accordance with the guidelines and procedures established by the System Operator and Interconnecting Transmission Owner, and consistent with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The System Operator and Interconnecting Transmission Owner reserve the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers or other frequency damping control equipment, subject to the design and operating limitations of the Elective Transmission Upgrade. If the Elective Transmission Upgrade's Power System Stabilizers or other frequency damping control equipment are removed from service or not capable of automatic operation, the Interconnection Customer shall immediately notify the System Operator and Interconnecting Transmission Owner, or their designated representative.

**5.5 Equipment Procurement.** If responsibility for construction of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades is to be borne by the Interconnecting Transmission Owner, then the Interconnecting Transmission Owner shall commence design of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

**5.5.1** The Interconnecting Transmission Owner has completed the Interconnection Facilities Study pursuant to the Interconnection Facilities Study Agreement;

**5.5.2** The Interconnecting Transmission Owner has received written authorization to proceed with design and procurement from the Interconnection Customer by the date specified in Appendix B (Milestones); and

**5.5.3** The Interconnection Customer has provided security to the Interconnecting Transmission Owner in accordance with Article 11.5 by the dates specified in Appendix B (Milestones).

**5.6 Construction Commencement.** The Interconnecting Transmission Owner shall commence construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

**5.6.1** Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

**5.6.2** Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades;

**5.6.3** The Interconnecting Transmission Owner has received written authorization to proceed with construction from the Interconnection Customer by the date specified in Appendix B (Milestones); and

**5.6.4** The Interconnection Customer has provided security to Interconnecting Transmission Owner in accordance with Article 11.5 by the dates specified in Appendix B (Milestones).

**5.7 Work Progress.** The Interconnection Customer and the Interconnecting Transmission Owner shall keep each Party informed, by written quarterly progress reports, as to the progress of their respective design, procurement and construction efforts in order to meet the dates specified in Appendix B (Milestones). Any Party may also, at any other time, request a written progress report from the other Parties. If, at any time, the Interconnection Customer determines that the completion of the Interconnecting Transmission Owner's Interconnection Facilities will not be required until after the specified In-Service Date, the Interconnection Customer, upon the System Operator's approval that the change in the In-Service Date will not constitute a Material Modification pursuant to Section 4.4 of the ETU IP, will provide written notice to the Interconnecting Transmission Owner of such later date upon which the completion of the Interconnecting Transmission Owner's Interconnection Facilities will be required.

**5.8 Information Exchange.** As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with the New England Transmission System, and shall work diligently and in good faith to make any necessary design changes.

**5.9 Limited Operation.** If any of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Elective Transmission Upgrade, System Operator and the Interconnecting Transmission Owner shall, upon the request and at the expense of Interconnection Customer, perform operating studies to determine the extent to which the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities may operate prior to the completion of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this ETU IA. System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the operating studies and permit Interconnection Customer to operate the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

**5.10 Elective Transmission Upgrade ("ETU") and Interconnection Customer's Interconnection Facilities ("ICIF").** Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades).

**5.10.1 Elective Transmission Upgrade Specifications.** Interconnection Customer shall submit initial specifications for the ETU and ICIF, including System Protection Facilities, to Interconnecting Transmission Owner at least one hundred eighty (180) Calendar Days prior to the Trial Operation Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Trial Operation Date. Interconnecting Transmission Owner shall review such specifications to ensure that the ETU and ICIF are compatible with the technical specifications, operational control, and safety requirements

of the Interconnecting Transmission Owner and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

**5.10.2 Interconnecting Transmission Owner's Review.** Interconnecting Transmission Owner's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the ETU or the ICIF. Interconnection Customer shall make such changes to the ETU or the ICIF as may reasonably be required by Interconnecting Transmission Owner, in accordance with Good Utility Practice, to ensure that the ETU and ICIF are compatible with the technical specifications, operational control, and safety requirements of the Interconnecting Transmission Owner.

**5.10.3 ETU and ICIF Construction.** The ETU and ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, the Interconnection Customer shall deliver to the Interconnecting Transmission Owner "as-built" drawings, information and documents for the ETU and ICIF, such as: a one-line diagram, a site plan showing the ETU and the ICIF, plan and elevation drawings showing the layout of the ETU and ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the ETU and the ICIF, and the impedances (determined by factory tests) for any associated transformers. The Interconnection Customer shall provide Interconnecting Transmission Owner specifications for any and all controls, automatic voltage regulating equipment or controls, ETU control and protection settings, transformer tap settings, and communications, if applicable.

**5.11 Interconnecting Transmission Owner's Interconnection Facilities Construction.** The Interconnecting Transmission Owner's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, the Interconnecting Transmission Owner shall deliver to the



Interconnection Customer “as-built” drawings, information and documents for the Interconnecting Transmission Owner’s Interconnection Facilities. The appropriate drawings and relay diagrams shall be included in Appendix A of this ETU IA.

The System Operator will obtain operational control of the Interconnecting Transmission Owner’s Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities pursuant to the TOA.

**5.12 Access Rights.** Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party (“Granting Party”) shall furnish at the incremental cost to another Party (“Access Party”) any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents if allowed under the applicable agency agreement, that are necessary to enable the Access Party solely to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Elective Transmission Upgrade with the Administered Transmission System; (ii) operate and maintain the Elective Transmission Upgrade, the Interconnection Facilities and the New England Transmission System; and (iii) disconnect or remove the Access Party’s facilities and equipment upon termination of this ETU IA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party’s business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

**5.13 Lands of Other Property Owners.** If any part of the Interconnecting Transmission Owner’s Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall at Interconnection Customer’s expense use Reasonable Efforts, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove the Interconnecting Transmission Owner’s Interconnection Facilities and/or Network Upgrades upon such property. Notwithstanding the foregoing, the Interconnecting Transmission Owner shall not be obligated to exercise eminent domain authority in a manner inconsistent with Applicable Laws

and Regulations or when an Interconnection Customer is authorized under Applicable Laws and Regulations to exercise eminent domain on its own behalf.

- 5.14 Permits.** System Operator, Interconnecting Transmission Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses, and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Interconnecting Transmission Owner shall provide permitting assistance to the Interconnection Customer comparable to that provided to the Interconnecting Transmission Owner's own, or an Affiliate's generation or transmission facilities, if any.
- 5.15 Early Construction of Base Case Facilities.** Interconnection Customer may request Interconnecting Transmission Owner to construct, and Interconnecting Transmission Owner shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Administered Transmission System, which are included in the Base Case of the Facilities Study for the Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date. The Interconnection Customer shall reimburse the Interconnecting Transmission Owner for all costs incurred related to early construction to the extent such costs are not recovered from other Interconnection Customers included in the base case.
- 5.16 Suspension.** Interconnection Customer reserves the right, upon written notice to Interconnecting Transmission Owner and System Operator, to suspend all work by Interconnecting Transmission Owner associated with the construction and installation of Interconnecting Transmission Owner's Interconnection Facilities and/or Network Upgrades required under this ETU IA at any time with the condition that the New England Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and the System Operator's and Interconnecting Transmission Owner's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Interconnecting Transmission Owner (i) has incurred pursuant to this ETU IA prior to the

suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the New England Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Interconnecting Transmission Owner cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Interconnecting Transmission Owner shall obtain Interconnection Customer's authorization to do so.

Interconnecting Transmission Owner shall invoice Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the event Interconnection Customer suspends work by Interconnecting Transmission Owner required under this ETU IA pursuant to this Article 5.16, and has not requested Interconnecting Transmission Owner to recommence the work required under this ETU IA on or before the expiration of three (3) years following commencement of such suspension, this ETU IA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Interconnecting Transmission Owner and System Operator, if no effective date is specified. A suspension under this Article 5.16 does not automatically permit an extension of the In-Service Date, the Trial Operation Date or the Commercial Operation Date. A request for extension of such dates is subject to Section 4.4.5 of the ETU IP. Notwithstanding the extensions permitted under Section 4.4.5 of the ETU IP, the three-year period shall in no way result in an extension of the In-Service Date, the Trial Operation Date or the Commercial Operation Date that exceeds seven (7) years from the date of the Interconnection Request; otherwise, this ETU IA shall be deemed terminated.

## **5.17 Taxes.**

**5.17.1 Payments Not Taxable.** The Parties intend that all payments or property transfers made by any Party for the installation of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

**5.17.2 Representations and Covenants.** In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity transmitted on the Elective Transmission Upgrade will pass to another party prior to the transmission of the electricity on the New England Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to the Interconnecting Transmission Owner for the Interconnecting Transmission Owner's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of the Interconnecting Transmission Owner's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Elective Transmission Upgrade. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Interconnecting Transmission Owner's request, Interconnection Customer shall provide Interconnecting Transmission Owner with a report from an independent engineer confirming its representation in clause (iii), above. Interconnecting Transmission Owner represents and covenants that the cost of the Interconnecting Transmission Owner's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

**5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon Interconnecting Transmission Owner.** Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Interconnecting Transmission Owner from the cost consequences of any current tax liability imposed against Interconnecting Transmission Owner as the result of payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner under this ETU IA,

as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Interconnecting Transmission Owner.

The Interconnecting Transmission Owner shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this ETU IA unless (i) Interconnecting Transmission Owner has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner should be reported as income subject to taxation or (ii) any Governmental Authority directs Interconnecting Transmission Owner to report payments or property as income subject to taxation; provided, however, that Interconnecting Transmission Owner may require Interconnection Customer to provide security, in a form reasonably acceptable to Interconnecting Transmission Owner (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Interconnecting Transmission Owner for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Interconnecting Transmission Owner of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period, and the applicable statute of limitation, as it may be extended by the Interconnecting Transmission Owner upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

**5.17.4 Tax Gross-Up Amount.** Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Interconnecting Transmission Owner, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1) the current taxes imposed on Interconnecting Transmission Owner ("Current Taxes") on the excess of (a) the gross income realized by Interconnecting Transmission

Owner as a result of payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner under this ETU IA (without regard to any payments under this Article 5.17) (the “Gross Income Amount”) over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the “Present Value Depreciation Amount”), plus (2) an additional amount sufficient to permit the Interconnecting Transmission Owner to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1). For this purpose, (i) Current Taxes shall be computed based on Interconnecting Transmission Owner composite federal and state tax rates at the time the payments or property transfers are received and Interconnecting Transmission Owner will be treated as being subject to tax at the highest marginal rates in effect at that time (the “Current Tax Rate”), and (ii) the Present Value Depreciation Amount shall be computed by discounting Interconnecting Transmission Owner’s anticipated tax depreciation deductions as a result of such payments or property transfers by Interconnecting Transmission Owner current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer’s liability to Transmission Owner pursuant to this Article 5.17.4 can be expressed as follows:  $(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate})$ . Interconnection Customer’s estimated tax liability in the event taxes are imposed shall be stated in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades).

**5.17.5 Private Letter Ruling or Change or Clarification of Law.** At Interconnection Customer’s request and expense, Interconnecting Transmission Owner shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Interconnecting Transmission Owner under this ETU IA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer’s knowledge. Interconnecting Transmission Owner and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Interconnecting Transmission Owner shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Interconnecting Transmission Owner shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

**5.17.6 Subsequent Taxable Events.** If, within ten (10) years from the date on which the relevant Interconnecting Transmission Owner's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenant contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this ETU IA terminates and Interconnecting Transmission Owner retains ownership of the Interconnection Facilities and Network Upgrades, the Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Interconnecting Transmission Owner, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

**5.17.7 Contests.** In the event any Governmental Authority determines that Interconnecting Transmission Owner's receipt of payments or property constitutes income that is subject to taxation, Interconnecting Transmission Owner shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Interconnecting Transmission Owner may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Interconnecting Transmission Owner may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Interconnecting Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but

Interconnecting Transmission Owner shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Interconnecting Transmission Owner may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Interconnecting Transmission Owner, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Interconnecting Transmission Owner for the tax at issue in the contest.

**5.17.8 Refund.** In the event that (a) a private letter ruling is issued to Interconnecting Transmission Owner which holds that any amount paid or the value of any property transferred by Interconnection Customer to Interconnecting Transmission Owner under the terms of this ETU IA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Interconnecting Transmission Owner in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Interconnecting Transmission Owner under the terms of this ETU IA is not taxable to Interconnecting Transmission Owner, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection



Customer to Interconnecting Transmission Owner are not subject to federal income tax, or (d) if Interconnecting Transmission Owner receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Interconnecting Transmission Owner pursuant to this ETU IA, Interconnecting Transmission Owner shall promptly refund to Interconnection Customer the following:

- (i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,
- (ii) interest on any amounts paid by Interconnection Customer to Interconnecting Transmission Owner for such taxes which Interconnecting Transmission Owner did not submit to the taxing authority, interest calculated in accordance with the methodology set forth in the Commission's regulations at 18 CFR §35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Interconnecting Transmission Owner refunds such payment to Interconnection Customer, and
- (iii) with respect to any such taxes paid by Interconnecting Transmission Owner, any refund or credit Interconnecting Transmission Owner receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to the Interconnecting Transmission Owner for such overpayment of taxes (including any reduction in interest otherwise payable by Interconnecting Transmission Owner to any Governmental Authority resulting from an offset or credit); provided, however, that Interconnecting Transmission Owner will remit such amount promptly to Interconnection Customer only after and to the extent that Interconnecting Transmission Owner has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to the Interconnecting Transmission Owner's Interconnection Facilities.

The intent of this provision is to leave Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

**5.17.9 Taxes Other Than Income Taxes.** Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Interconnecting Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Interconnecting Transmission Owner for which Interconnection Customer may be required to reimburse Interconnecting Transmission Owner under the terms of this ETU IA. Interconnection Customer shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, Interconnecting Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Interconnecting Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Interconnecting Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Interconnecting Transmission Owner.

**5.18 Tax Status.** Each Party shall cooperate with the others to maintain the other Party's(ies') tax status. Nothing in this ETU IA is intended to adversely affect any Interconnecting Transmission Owner's tax-exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

**5.19 Modification.**

**5.19.1 General.** Either Interconnection Customer or Interconnecting Transmission Owner may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, the facilities of any Affected Parties or Internal Affected Parties, or the New England Transmission System, that Party shall provide to the other Parties and any Affected Party or Internal Affected Parties: (i) sufficient information regarding such modification so that the other Party(ies) may evaluate the potential impact of such modification prior to commencement of the work; and (ii) such information as may be required by the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Elective Transmission Upgrade. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party(ies) at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed. Notwithstanding the foregoing, no Party shall be obligated to proceed with a modification that would constitute a Material Modification and therefore require an Interconnection Request under the ETU IP, except as provided under and pursuant to the ETU IP.

In the case of Elective Transmission Upgrade or Interconnection Customer's Interconnection Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Interconnecting Transmission Owner shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the New England Transmission System, Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

**5.19.2 Standards.** Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this ETU IA and Good Utility Practice.

**5.19.3 Modification Costs.** Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Interconnecting Transmission Owner makes to the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System to facilitate the interconnection of a third party to the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System, or to provide transmission service to a third party under the Tariff, except as provided for under the Tariff or any other applicable tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to the Elective Transmission Upgrade or Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

## **ARTICLE 6. TESTING AND INSPECTION**

- 6.1 Pre-Commercial Operation Date Testing and Modifications.** Prior to the Commercial Operation Date, the Interconnecting Transmission Owner shall test Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades and Interconnection Customer shall test the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall transmit test energy to or from the Elective Transmission Upgrade only if it has arranged for the transfer of such test energy.
- 6.2 Post-Commercial Operation Date Testing and Modifications.** Each Interconnection Customer and Interconnecting Transmission Owner shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, as may be necessary to ensure the continued interconnection of the Elective Transmission Upgrade to the Administered Transmission System in a safe and reliable manner. The Interconnection Customer and

Interconnecting Transmission Owner each shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's(ies') facilities, at the requesting Party's expense, as may be in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The System Operator shall also have the right to require reasonable additional testing of the other Party's (ies') facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

- 6.3 Right to Observe Testing.** Each Party shall notify the System Operator and other Party(ies) in advance of its performance of tests of its Elective Transmission Upgrade and Interconnection Facilities. The other Party(ies) has the right, at its own expense, to observe such testing.
- 6.4 Right to Inspect.** Each Party shall have the right, but shall have no obligation to: (i) observe the other Party's(ies') tests and/or inspection of any of its System Protection Facilities and other protective equipment; (ii) review the settings of the other Party's(ies') System Protection Facilities and other protective equipment; and (iii) review the other Party's(ies') maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. Each Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Parties. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be governed by Article 22.

## **ARTICLE 7. METERING**

- 7.1 General.** Interconnection Customer and Interconnecting Transmission Owner shall comply with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, regarding metering. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment. Unless the System Operator otherwise agrees, the Interconnection

Customer shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the capacity and energy being transmitted under this Tariff and to communicate the information to the System Operator. Unless otherwise agreed, such equipment shall remain the property of the Interconnecting Transmission Owner.

- 7.2 Check Meters.** Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check Interconnecting Transmission Owner's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this ETU IA, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by Interconnecting Transmission Owner or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.
- 7.3 Standards.** Interconnection Customer and Interconnecting Transmission Owner shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards and the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 7.4 Testing of Metering Equipment.** Interconnection Customer and Interconnecting Transmission Owner shall inspect and test all of their respectively owned Metering Equipment upon installation and thereafter as specified in the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Interconnection Customer and Interconnecting Transmission Owner shall give reasonable notice of the time when any inspection or test shall take place, and may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than the values specified within ISO New England Operating Documents, or successor documents, from the measurement made by the standard meter used in the test, the Interconnection Customer and the Interconnecting Transmission Owner shall adjust the measurements of their respective

equipment, in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

- 7.5 Metering Data.** At Interconnection Customer's expense, metered data shall be telemetered to one or more locations designated by System Operator and Interconnecting Transmission Owner. The hourly integrated metering, established in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, used to transmit Megawatt hour ("MWh") per hour data by electronic means and the Watt-hour meters equipped with kilowatt-hour ("kwh") or MWh registers to be read at month's end shall be the official measurement of the amount of energy transmitted from the Elective Transmission Upgrade to the Point of Interconnection. Instantaneous metering is required in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

## **ARTICLE 8. COMMUNICATIONS**

- 8.1 Interconnection Customer Obligations.** Interconnection Customer shall maintain satisfactory operating communications with the System Operator and Interconnecting Transmission Owner in accordance with applicable provisions of ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 8.2 Remote Terminal Unit.** Prior to the Trial Operation Date of the Elective Transmission Upgrade, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Interconnection Customer or Interconnecting Transmission Owner at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by System Operator and Interconnecting Transmission Owner through use of a dedicated point-to-point data circuit(s). The communication protocol for the data circuit(s) shall be specified by System Operator and Interconnecting Transmission Owner. All information required by the ISO New England Operating Documents, or successor documents, must be telemetered directly to the location(s) specified by System Operator and Interconnecting Transmission Owner.
- Each Party will promptly advise the other Party(ies) if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the

attention and/or correction by the other Party(ies). The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

**8.3 No Annexation.** Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

**8.4 Reserved.**

## **ARTICLE 9. OPERATIONS**

**9.1 General.** Each Party shall comply with applicable provisions of ISO New England Operating Documents, Reliability Standards, or successor documents, regarding operations. Each Party shall provide to the other Party(ies) all information that may reasonably be required by the other Party(ies) to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

**9.2 Control Area Notification.** Before Trial Operation Date, the Interconnection Customer shall notify the System Operator and Interconnecting Transmission Owner in writing in accordance with ISO New England Operating Documents, Reliability Standards, or successor documents. If the Interconnection Customer elects to have the Elective Transmission Upgrade dispatched and operated from a remote Control Area other than the Control Area in which the Elective Transmission Upgrade is physically located, and if permitted to do so by the relevant transmission tariffs and ISO New England Operating Documents, Reliability Standards, or successor documents, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this ETU IA, and remote Control Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Elective Transmission Upgrade in the other Control Area for dispatch and operations.

**9.3 Interconnecting Transmission Owner and System Operator Obligations.** Interconnecting Transmission Owner and System Operator shall cause the Interconnecting Transmission Owner's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner



and in accordance with this ETU IA and ISO New England Operating Documents, Reliability Standards, or successor documents. Interconnecting Transmission Owner or System Operator may provide operating instructions to Interconnection Customer consistent with this ETU IA, ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Interconnecting Transmission Owner's and System Operator's operating protocols and procedures as they may change from time to time. Interconnecting Transmission Owner and System Operator will consider changes to their operating protocols and procedures proposed by Interconnection Customer.

**9.4 Interconnection Customer Obligations.** Interconnection Customer shall at its own expense operate, maintain and control the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this ETU IA and ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.5 Start-Up and Trial Operation.** The Interconnection Customer is responsible for the proper start-up and Trial Operation of the Elective Transmission Upgrade as part of the New England Transmission System in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.6 Reactive Power.**

**9.6.1 Power Factor Design Criteria.** Interconnection Customer shall design the Elective Transmission Upgrade and Interconnection Facilities that are capable of voltage control to maintain a composite power delivery at continuous rated power output at the Point of Interconnection with dynamic reactive capability over the power factor range of 0.95 leading to 0.95 lagging or any reactive power or power factor requirement specified in the Interconnection System Impact Study for the Elective Transmission Upgrade, unless the System Operator or Interconnecting Transmission Owner has established different requirements that apply to all similar-situated facilities in the Control Area on a comparable basis and in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.6.2 Voltage Schedules.** Once the Interconnection Customer has commenced Trial Operation of the Elective Transmission Upgrade to the New England Transmission System, Interconnection Customer shall operate the Elective Transmission Upgrade at the direction of System Operator and Interconnecting Transmission Owner in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, regarding voltage schedules in accordance with such requirements.

**9.6.2.1 Voltage Regulating Equipment.** The Interconnection Customer must keep and maintain voltage regulating equipment on all voltage-controlling elements of the Elective Transmission Upgrade and Interconnection Facilities any voltage control requirements specified in the Interconnection System Impact Study and in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. All Interconnection Customers that have, or are required to have, voltage regulating equipment shall normally operate the voltage regulating equipment in automatic operation.

It is the responsibility of the Interconnection Customer to maintain the voltage regulating equipment and function in good operating condition and promptly report to the System Operator and Interconnecting Transmission Owner any problems that could cause interference with its proper operation.

**9.6.2.2 Governor Control.** The Interconnection Customer is obligated to provide and maintain a functioning governor or frequency regulation on all elements of the Elective Transmission Upgrade and Interconnection Facilities that are capable of frequency regulation in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

It is the responsibility of the Interconnection Customer to maintain the frequency regulating equipment and function in good operating condition and promptly

report to the System Operator and Interconnecting Transmission Owner any problems that could cause interference with its proper operation.

**9.6.2.3 System Protection.** The Interconnection Customer shall install and maintain protection systems in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.6.3 Payment for Reactive Power.**

Interconnection Customers shall be compensated for Reactive Power service in accordance with Schedule 2 of the Section II of the Tariff.

**9.7 Outages and Interruptions.**

**9.7.1 Outages.**

**9.7.1.1 Outage Authority and Coordination.** The System Operator shall have the authority to coordinate facility outages in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Each Party may in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, in coordination with the other Party(ies), remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's(ies') facilities as necessary to perform maintenance or testing or to install or replace equipment, subject to the oversight of System Operator in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.1.2 Outage Schedules.** Outage scheduling, and any related compensation, shall be in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.2 Interruption of Service.** In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, the System Operator or Interconnecting Transmission Owner may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect System Operator's or Interconnecting Transmission Owner's ability to perform such activities as are necessary to safely and reliably operate and maintain the New England Transmission System.

**9.7.3 Ride Through Capability and Performance.** Interconnection Customer shall implement under-frequency and over-frequency protection set points for the Elective Transmission Upgrade and the Interconnection Facilities as required by the applicable provisions of ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Elective Transmission Upgrade response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with System Operator and Interconnecting Transmission Owner in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Interconnection Customer shall also implement under-voltage and over-voltage relay set points, or equivalent electronic controls, as required by NERC to ensure voltage "ride through" capability of the Transmission System. The term "ride through" as used herein shall mean the ability of a Elective Transmission Upgrade to stay connected to and synchronized with the New England Transmission System during system disturbances within a range of under-frequency, over-frequency, under-voltage, and over-voltage conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other Elective Transmission Upgrades in the New England Control Area on a comparable basis. For abnormal frequency conditions and voltage conditions within the "no trip zone" defined by Reliability Standard PRC-024-3 or successor mandatory ride through reliability standards, the Elective Transmission Upgrade must ensure that, within any physical limitations of the Elective Transmission Upgrade, its control and protection settings are configured or set to (1) continue active power production during disturbance and post disturbance periods at pre-disturbance levels, unless providing primary frequency response or fast frequency response; (2) minimize reductions in active power

and remain within dynamic voltage and current limits, if reactive power priority mode is enabled, unless providing primary frequency response or fast frequency response; (3) not artificially limit dynamic reactive power capability during disturbances; and (4) return to pre-disturbance active power levels without artificial ramp rate limits if active power is reduced, unless providing primary frequency response or fast frequency response.

#### **9.7.4 System Protection and Other Control Requirements.**

**9.7.4.1 System Protection Facilities.** Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Interconnecting Transmission Owner shall install at Interconnection Customer's expense, in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, any System Protection Facilities that may be required on the Interconnecting Transmission Owner Interconnection Facilities or the New England Transmission System as a result of the interconnection of the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities.

**9.7.4.2** Each Party's protection facilities shall be designed and coordinated with other systems in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.4.3** Each Party shall be responsible for protection of its facilities consistent with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.4.4** Each Party's protective relay design shall allow for tests required in Article 6.

**9.7.4.5** Each Party will test, operate and maintain System Protection Facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.5 Requirements for Protection.** In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Elective Transmission Upgrade to any short circuit occurring on the New England Transmission System not otherwise isolated by Interconnecting Transmission Owner's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the New England Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Elective Transmission Upgrade and the New England Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Elective Transmission Upgrade and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Elective Transmission Upgrade and Interconnection Customer's other equipment if conditions on the New England Transmission System could adversely affect the Elective Transmission Upgrade. Relays and other equipment that protect for other conditions such as over- or under-frequency, over- or under-voltage, and overloads shall be coordinated with the protective requirements of the New England Transmission System.

**9.7.6 Power Quality.** A Party's facilities shall not cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard.

**9.8 Switching and Tagging Rules.** Each Party shall provide the other Party(ies) with a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

**9.9 Use of Interconnection Facilities by Third Parties.**

**9.9.1 Purpose of Interconnection Facilities.** Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Elective Transmission Upgrade to the Administered Transmission System and shall be used for no other purpose.

**9.9.2 Third Party Users.** If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use the Interconnecting Transmission Owner's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Interconnecting Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed-upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Interconnecting Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed-upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to the Commission for resolution.

- 9.10 Disturbance Analysis Data Exchange.** The Parties will cooperate with one another in the analysis of disturbances to either the Elective Transmission Upgrade or the New England Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

## **ARTICLE 10. MAINTENANCE**

- 10.1 Interconnecting Transmission Owner and Customer Obligations.** Interconnecting Transmission Owner and Interconnection Customer shall each maintain that portion of its respective facilities that are part of the New England Transmission System and the Interconnecting Transmission Owner's Interconnection Facilities in a safe and reliable manner and in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 10.2 Operating and Maintenance Expenses.** Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Interconnecting Transmission Owner's Interconnection Facilities, Stand Alone Network Upgrades, Network Upgrades and Distribution Upgrades.

## **ARTICLE 11. PERFORMANCE OBLIGATION**

- 11.1 Interconnection Customer's Interconnection Facilities.** Interconnection Customer shall design, procure, construct, install, own and/or control the Interconnection Customer's Interconnection Facilities described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades) at its sole expense.



- 11.2 Interconnecting Transmission Owner's Interconnection Facilities.** Interconnecting Transmission Owner shall design, procure, construct, install, own and/or control the Interconnecting Transmission Owner's Interconnection Facilities described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades) at the sole expense of the Interconnection Customer.
- 11.3 Network Upgrades and Distribution Upgrades.** Interconnecting Transmission Owner shall design, procure, construct, install, and own the Network Upgrades, and to the extent provided by Article 5.1, Stand Alone Network Upgrades, and Distribution Upgrades described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades). The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Unless the Interconnecting Transmission Owner elects to fund the capital for the Network Upgrades, they shall be solely funded by the Interconnection Customer.
- 11.4 Cost Allocation; Compensation; Rights; Affected Systems and Internal Affected Systems.**
- 11.4.1 Cost Allocation.** Cost allocation of ETU Interconnection Related Upgrades shall be in accordance with Schedules 11 and 12 of Section II of the Tariff.
- 11.4.2 Compensation.** Any compensation due to the Interconnection Customer for increases in transfer capability to the PTF resulting from its ETU and associated system upgrades shall be determined in accordance with Sections II and III of the Tariff.
- 11.4.3 Rights.** Notwithstanding any other provision of this ETU IA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades.
- 11.4.4 Special Provisions for Affected Systems and Internal Affected Systems.** The Interconnection Customer shall enter into separate related facilities agreements to address

any upgrades to the Affected System(s) or Internal Affected System(s) that are necessary for safe and reliable interconnection of the Interconnection Customer's Elective Transmission Upgrade.

**11.5 Provision of Security.** At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of an Interconnecting Transmission Owner's Interconnection Facilities, Network Upgrades, or Distribution Upgrades, Interconnection Customer shall provide Interconnecting Transmission Owner a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Interconnecting Transmission Owner in accordance with the Tariff. In addition:

**11.5.1** The guarantee must be made by an entity that meets the creditworthiness requirements of Interconnecting Transmission Owner, and contain terms and conditions that guarantee payment of any amount that may be due from Interconnection Customer, up to an agreed-to maximum amount.

**11.5.2** The letter of credit must be issued by a financial institution reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

**11.5.3** The surety bond must be issued by an insurer reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

**11.6 Interconnection Customer Compensation.** If System Operator or Interconnecting Transmission Owner requests or directs Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.4.1 of this ETU IA, Interconnection Customer shall be compensated pursuant to the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition.** Interconnection Customer shall be compensated for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the New England Transmission System during an Emergency Condition in

accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

## **ARTICLE 12. INVOICE**

- 12.1 General.** Each Party shall submit to the other Party(ies), on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party(ies) under this ETU IA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.
- 12.2 Final Invoice.** Within six months after completion of the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades, Interconnecting Transmission Owner shall provide an invoice of the final cost of the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Interconnecting Transmission Owner shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice. Interconnection Customer shall pay to Interconnecting Transmission Owner any amount by which the actual payment by Interconnection Customer for estimated costs falls short of the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.
- 12.3 Payment.** Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by

any Party will not constitute a waiver of any rights or claims the other Party(ies) may have under this ETU IA.

- 12.4 Disputes.** In the event of a billing dispute between Interconnecting Transmission Owner and Interconnection Customer, Interconnecting Transmission Owner shall continue to provide Interconnection Service under this ETU IA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Interconnecting Transmission Owner or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Interconnecting Transmission Owner may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accord with the methodology set forth in the Commission's Regulations at 18 CFR § 35.19a(a)(2)(iii).

### **ARTICLE 13. EMERGENCIES**

- 13.1 Obligations.** Each Party shall comply with the Emergency Condition procedures of the System Operator in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 13.2 Notice.** Interconnecting Transmission Owner or System Operator as applicable shall notify Interconnection Customer and System Operator or Interconnecting Transmission Owner as applicable, promptly when it becomes aware of an Emergency Condition that affects the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify Interconnecting Transmission Owner and System Operator promptly when it becomes aware of an Emergency Condition that affects the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the New England Transmission System or the Interconnecting Transmission Owner's Interconnection Facilities. To the extent information is

known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Interconnecting Transmission Owner's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

- 13.3 Immediate Action.** Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Interconnecting Transmission Owner and System Operator, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by the Interconnecting Transmission Owner or the System Operator or otherwise regarding the New England Transmission System.

**13.4 System Operator's and Interconnecting Transmission Owner's Authority.**

- 13.4.1 General.** System Operator or Interconnecting Transmission Owner may take whatever actions or inactions with regard to the New England Transmission System or the Interconnecting Transmission Owner's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the New England Transmission System or Interconnecting Transmission Owner's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities. System Operator and Interconnecting Transmission Owner may, on the basis of technical considerations and equipment capabilities, require the Elective Transmission Upgrade to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the

Elective Transmission Upgrade; implementing a reduction or disconnection pursuant to Article 13.4.2; directing the Interconnection Customer to assist with black start (if available) or restoration efforts; or altering the outage schedules of the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of System Operator's and Interconnecting Transmission Owner's operating instructions concerning Elective Transmission Upgrade real power and reactive power output within the manufacturer's design limitations of the Elective Transmission Upgrade's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

**13.4.2 Reduction and Disconnection.** System Operator and Interconnecting Transmission Owner may reduce Interconnection Service or disconnect the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities when such reduction or disconnection is necessary in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. These rights are separate and distinct from any right of curtailment of the System Operator and Interconnecting Transmission Owner pursuant to the Tariff. When the System Operator and Interconnecting Transmission Owner can schedule the reduction or disconnection in advance, System Operator and Interconnecting Transmission Owner shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. System Operator and Interconnecting Transmission Owner shall coordinate with the Interconnection Customer in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents to schedule the reduction or disconnection during periods of least impact to the Interconnection Customer and the System Operator and Interconnecting Transmission Owner. Any reduction or disconnection shall continue only for so long as reasonably necessary in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The Parties shall cooperate with each other to restore the Elective Transmission Upgrade, the Interconnection Facilities, and the New England Transmission System to their normal operating state as soon as practicable

in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

- 13.5 Interconnection Customer Authority.** In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents and the ETU IA and the ETU IP, the Interconnection Customer may take whatever actions or inactions with regard to the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the New England Transmission System and the Interconnecting Transmission Owner's Interconnection Facilities. System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to assist Interconnection Customer in such actions.
- 13.6 Limited Liability.** Except as otherwise provided in Article 11.6.1 of this ETU IA, a Party shall not be liable to another Party for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

#### **ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW**

- 14.1 Regulatory Requirements.** Each Party's obligations under this ETU IA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this ETU IA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act or the Public Utility Holding Company Act of 1935, as amended. To the extent that a condition arises that could result in Interconnection Customer's inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company

Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978, the Parties shall engage in good faith negotiations to address the condition so that such result will not occur and so that this ETU IA can be performed.

## **14.2 Governing Law.**

**14.2.1** The validity, interpretation and performance of this ETU IA and each of its provisions shall be governed by the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles.

**14.2.2** This ETU IA is subject to all Applicable Laws and Regulations.

**14.2.3** Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

## **ARTICLE 15. NOTICES**

**15.1 General.** Unless otherwise provided in this ETU IA, any notice, demand or request required or permitted to be given by a Party to another Party and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F (Addresses for Delivery of Notices and Billings).  
A Party may change the notice information in this ETU IA by giving five (5) Business Days written notice prior to the effective date of the change.

**15.2 Billings and Payments.** Billings and payments shall be sent to the addresses set out in Appendix F.

**15.3 Alternative Forms of Notice.** Any notice or request required or permitted to be given by a Party to another Party and not required by this Agreement to be given in writing may be so given by



telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

- 15.4 Operations and Maintenance Notice.** Each Party shall notify the other Party(ies) in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

## **ARTICLE 16. FORCE MAJEURE**

### **16.1 Force Majeure.**

**16.1.1** Economic hardship is not considered a Force Majeure event.

**16.1.2** A Party shall not be considered to be in Default with respect to any obligation hereunder (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party(ies) in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

## **ARTICLE 17. DEFAULT**

### **17.1 Default.**

**17.1.1 General.** No Breach shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this ETU IA or the result of an act or omission of the other Party(ies). Upon a Breach, the non-Breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the Breaching Party shall have thirty (30) Calendar Days from receipt of the Breach notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the Breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Breach notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

**17.1.2 Right to Terminate.** If a Breach is not cured as provided in this Article, or if a Breach is not capable of being cured within the period provided for herein, the non-Breaching Party(ies) shall have the right to terminate this ETU IA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not those Parties terminate this ETU IA, to recover from the Breaching Party all amounts due hereunder, plus all other damages and remedies to which they are entitled at law or in equity. The provisions of this Article will survive termination of this ETU IA.

## **ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE**

Notwithstanding any other provision of this Agreement, the liability, indemnification and insurance provisions of the Transmission Operating Agreement (“TOA”) or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner and the liability, indemnification and insurance provisions of the Tariff apply to the relationship between the System Operator and the Interconnection Customer and between the Interconnecting Transmission Owner and the Interconnection Customer.

**18.1 Indemnity.** Each Party shall at all times indemnify, defend, and save the other Party(ies) harmless from any and all damages, losses, claims, including claims and actions relating to injury

to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's(ies') action or inactions of their obligations under this ETU IA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by an indemnified Party.

**18.1.1 Indemnified Person.** If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

**18.1.2 Indemnifying Party.** If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

**18.1.3 Indemnity Procedures.** Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to

otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in which event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

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

**18.3 Insurance.** The Interconnecting Transmission Owner and the Interconnection Customer shall, at their own expense, maintain in force throughout the period of this ETU IA, and until released by the other Party(ies), the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

- 18.3.1** Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.
- 18.3.2** Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death, and property damage.
- 18.3.3** Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.
- 18.3.4** Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.
- 18.3.5** The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party(ies), its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this ETU IA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

- 18.3.6** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- 18.3.7** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this ETU IA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.
- 18.3.8** The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this ETU IA.
- 18.3.9** Within ten (10) Business Days following execution of this ETU IA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) Calendar Days thereafter, each Party shall provide certification of all insurance required in this ETU IA, executed by each insurer or by an authorized representative of each insurer.
- 18.3.10** Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program, provided that such Party's senior secured debt is rated at investment grade, or better, by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is

rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this Article, it shall notify the other Party(ies) that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

**18.3.11** The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this ETU IA.

## **ARTICLE 19. ASSIGNMENT**

**19.1 Assignment.** This ETU IA may be assigned by any Party only with the written consent of the other Parties; provided that the Parties may assign this ETU IA without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this ETU IA; and provided further that the Interconnection Customer shall have the right to assign this ETU IA, without the consent of the Interconnecting Transmission Owner or System Operator, for collateral security purposes to aid in providing financing for the Elective Transmission Upgrade, provided that the Interconnection Customer will promptly notify the Interconnecting Transmission Owner and System Operator of any such assignment. Any financing arrangement entered into by the Interconnection Customer pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the Interconnecting Transmission Owner and System Operator of the date and particulars of any such exercise of assignment right(s), including providing the Interconnecting Transmission Owner with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this ETU IA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

## **ARTICLE 20. SEVERABILITY**

- 20.1 Severability.** If any provision in this ETU IA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this ETU IA; provided that if the Interconnection Customer (or any third party, but only if such third party is not acting at the direction of the Interconnecting Transmission Owner) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

## **ARTICLE 21. COMPARABILITY**

- 21.1 Comparability.** The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

## **ARTICLE 22. CONFIDENTIALITY**

- 22.1 Confidentiality.** Confidential Information shall include, without limitation, all information governed by the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by a Party to another prior to the execution of this ETU IA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.



If requested by a Party, the other Party(ies) shall provide, in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

**22.1.1 Term.** During the term of this ETU IA, and for a period of three (3) years after the expiration or termination of this ETU IA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

**22.1.2 Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this ETU IA; or (6) is required, in accordance with Article 22.1.7 of the ETU IA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this ETU IA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party(ies) that it no longer is confidential.

**22.1.3 Release of Confidential Information.** A Party shall not release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or are considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this ETU IA, unless such person has first been

advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

**22.1.4 Rights.** Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party(ies). The disclosure by each Party to the other Party(ies) of Confidential Information shall not be deemed a waiver by a Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

**22.1.5 No Warranties.** By providing Confidential Information, a Party does not make any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, a Party does not obligate itself to provide any particular information or Confidential Information to the other Party(ies) nor to enter into any further agreements or proceed with any other relationship or joint venture.

**22.1.6 Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party(ies) under this ETU IA or its regulatory requirements.

**22.1.7 Order of Disclosure.** If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party(ies) with prompt notice of such request(s) or requirement(s) so that the other Party(ies) may seek an appropriate protective order or waive compliance with the terms of this ETU IA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable

assurance that confidential treatment will be accorded any Confidential Information so furnished.

**22.1.8 Termination of Agreement.** Upon termination of this ETU IA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Party(ies), use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party(ies)) or return to the other Party(ies), without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party(ies).

**22.1.9 Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's(ies') Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Party(ies) shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Parties shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

**22.1.10 Disclosure to the Commission, its Staff, or a State.** Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR. section 1b.20, if the Commission or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this ETU IA, the Party shall provide the requested information to the Commission or its staff, within the time provided for in the request for information. In providing the information to the Commission or its staff, the Party must, consistent with 18 CFR section 388.112, request that the information be treated as confidential and non-public

by the Commission and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) to this ETU IA prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Party(ies) to the ETU IA when it is notified by the Commission or its staff that a request to release Confidential Information has been received by the Commission, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

- 22.1.11** Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this ETU IA (“Confidential Information”) shall not be disclosed by the other Party(ies) to any person not employed or retained by the other Party(ies), except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party(ies), such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this ETU IA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party(ies) in writing of the information it claims is confidential. Prior to any disclosures of the other Parties’ Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party(ies) in writing and agrees to assert confidentiality and cooperate with the other Party(ies) in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

## **ARTICLE 23. ENVIRONMENTAL RELEASES**

- 23.1** Each Party shall notify the other Party(ies), first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Elective Transmission Upgrade or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party(ies). The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four (24) hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party(ies) copies of any publicly available reports filed with any Governmental Authorities addressing such events.

## **ARTICLE 24. INFORMATION REQUIREMENTS**

- 24.1 Information Acquisition.** Subject to any applicable confidentiality restrictions, including, but not limited to, codes of conduct, each Party shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.
- 24.2 Information Submission by System Operator and Interconnecting Transmission Owner.** The initial information submission by System Operator and Interconnecting Transmission Owner shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation Date and shall include information necessary to allow the Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise mutually agreed to by the Parties. On a monthly basis Interconnecting Transmission Owner shall provide Interconnection Customer a status report on the construction and installation of Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.
- 24.3 Updated Information Submission by Interconnection Customer.** The updated information submission by the Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation Date.

Interconnection Customer shall submit a completed copy of the Elective Transmission Upgrade data requirements contained in Appendix 1 to the ETU IP. It shall also include any additional information provided to Interconnecting Transmission Owner and System Operator for the Cluster Study, Transitional Cluster Study, and Interconnection Facilities Study. Information in this submission shall be the most current Elective Transmission Upgrade design or expected performance data. Information submitted for stability models shall be compatible with Interconnecting Transmission Owner and System Operator standard models. If there is no compatible model, the Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If the Interconnection Customer's data is different from what was originally provided to Interconnecting Transmission Owner pursuant to the Interconnection Study Agreement between Interconnecting Transmission Owner and Interconnection Customer, then the System Operator will review it and conduct appropriate studies, as needed, at the Interconnection Customer's cost, to determine the impact on the New England Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

**24.4 Information Supplementation.** Prior to the Commercial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Elective Transmission Upgrade information and "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Elective Transmission Upgrade as required by Good Utility Practice to verify proper operation of the Elective Transmission Upgrade's voltage regulation capability, and of other automatic controls for which the Elective Transmission Upgrade is reliant upon for acceptable performance, as described and requested by the System Operator. Documentation of the test results will be provided to the System Operator.

The Interconnection Customer shall provide the Interconnecting Transmission Owner and System Operator with any information changes due to proposed equipment replacement, repair, or adjustment. Interconnecting Transmission Owner shall provide the Interconnection Customer and System Operator with any information changes due to proposed equipment replacement,

repair or adjustment in the directly connected substation or any adjacent Interconnecting Transmission Owner-owned substation that may affect the Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information in accordance with Article 5.19 of this Agreement.

## **ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS**

- 25.1 Information Access.** Each Party (the “disclosing Party”) shall make available to the other Parties information that is in the possession of the disclosing Party and is necessary in order for the other Party(ies) to: (i) verify the costs incurred by the disclosing Party for which the other Party(ies) are responsible under this ETU IA; and (ii) carry out its obligations and responsibilities under this ETU IA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this ETU IA.
- 25.2 Reporting of Non-Force Majeure Events.** Each Party (the “notifying Party”) shall notify the other Party(ies) when the notifying Party becomes aware of its inability to comply with the provisions of this ETU IA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this Article shall not entitle the Party receiving such notification to allege a cause for anticipatory Breach of this ETU IA.
- 25.3 Audit Rights.** Subject to the requirements of confidentiality under Article 22 of this ETU IA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party(ies), to audit at its own expense the other Party's(ies') accounts and records pertaining to a Party's performance or a Party's satisfaction of obligations under this ETU IA. Such audit rights shall include audits of the other Party's(ies') costs, calculation of invoiced amounts, the efforts to allocate responsibility for the provision of reactive support to the New England Transmission System, the efforts to allocate responsibility for interruption or reduction of generation on the New England Transmission System, and each Party's actions in an Emergency Condition. Any audit authorized by this Article shall be performed at the offices

where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this ETU IA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

## **25.4 Audit Rights Periods.**

**25.4.1 Audit Rights Period for Construction-Related Accounts and Records.** Accounts and records related to the design, engineering, procurement, and construction of Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four (24) months following Interconnecting Transmission Owner's issuance of a final invoice in accordance with Article 12.2.

**25.4.2 Audit Rights Period for All Other Accounts and Records.** Accounts and records related to a Party's performance or satisfaction of all obligations under this ETU IA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four (24) months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four (24) months after the event for which the audit is sought.

**25.5 Audit Results.** If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party(ies) together with those records from the audit which support such determination.

## **ARTICLE 26. SUBCONTRACTORS**

**26.1 General.** Nothing in this ETU IA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this ETU IA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and



conditions of this ETU IA in providing such services and each Party shall remain primarily liable to the other Party(ies) for the performance of such subcontractor.

**26.2 Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this ETU IA. The hiring Party shall be fully responsible to the other Party(ies) for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under Article 5 of this ETU IA. Any applicable obligation imposed by this ETU IA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

**26.3 No Limitation by Insurance.** The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

## **ARTICLE 27. DISPUTES**

**27.1 Submission.** In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with this ETU IA or its performance, such Party (the "disputing Party") shall provide the other Party(ies) with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party(ies). In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's(ies') receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this ETU IA.

- 27.2 External Arbitration Procedures.** Any arbitration initiated under this ETU IA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The arbitrator so chosen by the System Operator shall chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Arbitration Rules”) and any applicable Commission regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail
- 27.3 Arbitration Decisions.** Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this ETU IA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.
- 27.4 Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel; or (2) a pro rata share of the cost of a single arbitrator chosen by the Parties.

## **ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS**

**28.1 General.** Each Party makes the following representations, warranties and covenants:

**28.1.1 Good Standing.** Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Elective Transmission Upgrade, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this ETU IA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this ETU IA.

**28.1.2 Authority.** Such Party has the right, power and authority to enter into this ETU IA, to become a Party hereto and to perform its obligations hereunder. This ETU IA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

**28.1.3 No Conflict.** The execution, delivery and performance of this ETU IA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

**28.1.4 Consent and Approval.** Such Party has sought or obtained, or, in accordance with this ETU IA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this ETU IA, and it will provide to any Governmental Authority notice of any actions under this ETU IA that are required by Applicable Laws and Regulations.

**ARTICLE 29. [OMITTED]**

## ARTICLE 30. MISCELLANEOUS

- 30.1 Binding Effect.** This ETU IA and the rights and obligations hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 30.2 Conflicts.** In the event of a conflict between the body of this ETU IA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this ETU IA shall prevail and be deemed the final intent of the Parties.
- 30.3 Rules of Interpretation.** This ETU IA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this ETU IA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this ETU IA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this ETU IA or such Appendix of this ETU IA, or such Section of the ETU IP or such Appendix of the ETU IP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this ETU IA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".
- 30.4 Entire Agreement.** Except for the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, this ETU IA, including all Appendices and

Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this ETU IA. Except for the ISO New England Operating Documents, Applicable Reliability Standards, any applicable tariffs, related facilities agreements, or successor documents, there are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this ETU IA.

**30.5 No Third Party Beneficiaries.** This ETU IA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

**30.6 Waiver.** The failure of a Party to this ETU IA to insist, on any occasion, upon strict performance of any provision of this ETU IA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by a Party of its rights with respect to this ETU IA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this ETU IA. Termination or Default of this ETU IA for any reason by the Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Interconnecting Transmission Owner. Any waiver of this ETU IA shall, if requested, be provided in writing.

**30.7 Headings.** The descriptive headings of the various Articles of this ETU IA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this ETU IA.

**30.8 Multiple Counterparts.** This ETU IA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

- 30.9 Amendment.** The Parties may by mutual agreement amend this ETU IA by a written instrument duly executed by the Parties.
- 30.10 Modification by the Parties.** The Parties may by mutual agreement amend the Appendices to this ETU IA by a written instrument duly executed by all of the Parties. Such amendment shall become effective and a part of this ETU IA upon satisfaction of all Applicable Laws and Regulations.
- 30.11 Reservation of Rights.** Consistent with Section 11.3 of the ETU IP, Interconnecting Transmission Owner and System Operator shall have the right to make unilateral filings with the Commission to modify this ETU IA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this ETU IA pursuant to section 206 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Parties and to participate fully in any proceeding before the Commission in which such modifications may be considered. In the event of disagreement on terms and conditions of the ETU IA related to the costs of upgrades to such Interconnecting Transmission Owner's transmission facilities, the anticipated schedule for the construction of such upgrades, any financial obligations of Interconnecting Transmission Owner, and any provisions related to physical impacts of the interconnection on Interconnecting Transmission Owner's transmission facilities or other assets, then the standard applicable under Section 205 of the Federal Power Act shall apply only to Interconnecting Transmission Owner's position on such terms and conditions. Nothing in this ETU IA shall limit the rights of the Parties or of the Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

**30.12 No Partnership.** This ETU IA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

**IN WITNESS WHEREOF**, the Parties have executed this ETU IA in triplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

**ISO New England Inc. (System Operator)**

By:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

***[Insert Name of (Interconnecting Transmission Owner(s))***

By:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

***[Insert name of] (Interconnection Customer)***

By:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_



## **APPENDICES TO ETU IA**

Appendix A	Interconnection Facilities, Network Upgrades and Distribution Upgrades
Appendix B	Milestones
Appendix C	Interconnection Details
Appendix D	Security Arrangements Details
Appendix E	Commercial Operation Date
Appendix F	Addresses for Delivery of Notices and Billings

## APPENDIX A TO ETU IA

### Interconnection Facilities, Network Upgrades and Distribution Upgrades

#### 1. Interconnection Facilities:

##### a. Point(s) of Interconnection

List and identify each Point of Interconnection (e.g., first, second, etc.)

The Point of Interconnection for the first terminal location shall be at the point where *[insert description of the first location internal to New England Control Area]*. See Appendix A-1, which drawing is attached hereto and made part hereof.

The Point of Interconnection for the second terminal location shall be at the point where *[insert description of the second location internal to New England Control Area or the location external to New England Control Area, if applicable]*. See Appendix A-2, which drawing is attached hereto and made part hereof.

##### b. Point(s) of Change of Ownership

List and identify the Point of Change of Ownership for each Point of Interconnection (e.g., first, second, etc.)

The Point of Change of Ownership for the first terminal location shall be at the point where *[insert description of the first location internal to New England Control Area]*. See Appendix A-1, which drawing is attached hereto and made part hereof.

The Point of Change of Ownership for the second terminal location shall be at the point where *[insert description of the second location internal to New England Control Area or the location external to New England Control Area, if applicable]*. See Appendix A-2, which drawing is attached hereto and made part hereof.

**c. Metering**

List and identify the metering point for each Point of Interconnection (*e.g.*, first, second, etc.)

The metering point for the first terminal location shall be located at: [*insert description of the first location internal to New England Control Area*]. See Appendix A-1, which drawing is attached hereto and made part hereof.

The metering point for the second terminal location shall be located at: [*insert description of the second location internal to New England Control Area or the location external to New England Control Area, if applicable*]. See Appendix A-2, which drawing is attached hereto and made part hereof.

**d. Interconnection Customer's Interconnection Facilities (including metering equipment).**

List and identify the Interconnection Customer's Interconnection Facilities for each Point of Interconnection (*e.g.*, first, second, etc.)

The Interconnection Customer's Interconnection Facilities for the first terminal location shall include [*insert Interconnection Customer's Interconnection Facilities*]. See Appendix A-1, which drawing is attached hereto and made part hereof.

The Interconnection Customer's Interconnection Facilities for the second terminal location shall include [*insert Interconnection Customer's Interconnection Facilities for the second terminal location, if applicable*]. See Appendix A-2, which drawing is attached hereto and made part hereof.

**e. Interconnecting Transmission Owner's Interconnection Facilities (including metering equipment).**

List and identify the Interconnecting Transmission Owner's Interconnection Facilities for each Point of Interconnection (*e.g.*, first, second, etc.)

The Interconnecting Transmission Owner's Interconnection Facilities for the first terminal location shall include [*insert Interconnecting Transmission Owner's Interconnection Facilities, including any Cluster Enabling Transmission Upgrades, for the first terminal location*]. See Appendix –1, which drawing is attached hereto and made part hereof.

The Interconnecting Transmission Owner's Interconnection Facilities for the second terminal location shall include [*insert Interconnecting Transmission Owner's Interconnection Facilities for the second terminal location, if applicable*]. See Appendix –2, which drawing is attached hereto and made part hereof.

**2. Network Upgrades:**

- a. **Stand Alone Network Upgrades.** [*insert Stand Alone Network Upgrades associated with the first terminal location*]
- b. **Substation Network Upgrades.** [*insert Substation Network Upgrades associated with the first terminal location*]
- c. **System Network Upgrades.** [*insert System Network Upgrades, including any Cluster Enabling Transmission Upgrades, associated with the first terminal location*]
- d. **Stand Alone Network Upgrades.** [*insert Stand Alone Network Upgrades associated with the second terminal position if applicable and it is internal to the New England Control Area, list all Network Upgrades for terminal locations external to New England Control Area as Affected System Upgrades*]
- e. **Substation Network Upgrades.** [*insert Substation Network Upgrades associated with the second terminal position if applicable and it is internal to New England Control Area, list all Network Upgrades for terminal locations external to New England Control Area as Affected System Upgrades*]
- f. **System Network Upgrades.** [*insert System Network Upgrades associated with the second terminal location, if applicable*]

**3. Distribution Upgrades.**

- a. [*insert Distribution Upgrades associated with the first terminal position*]

- b. *[insert Distribution Upgrades associated with the second terminal position if applicable and it is internal to New England Control Area, list all Distribution Upgrades for terminal locations external to New England Control Area as Affected System Upgrades]*

**4. Affected System Upgrades.**

- a. *[insert Affected System Upgrades associated with the first terminal position]*
- b. *[insert Affected System Upgrades associated with the second terminal position, if applicable]*

**5. Internal Affected System Upgrades.**

- a. *[insert Internal Affected System Upgrades associated with the first terminal position]*  
  
*[insert Internal Affected System Upgrades associated with the second terminal position, if applicable]*

**6. Contingent Facility Upgrades.**

*[e.g., list of upgrades associated with higher queued Interconnection Requests and any other contingency upgrades that the Parties may deem necessary for the interconnection of the Elective Transmission Upgrade]*

**7. Post-Forward Capacity Auction Re-study Upgrade Obligations.** *[insert any change in upgrade obligations that result from re-study conducted post receiving a Capacity Supply Obligation through a Forward Capacity Auction]*

## APPENDIX B TO ETU IA

### Milestones

- 1. Selected Option Pursuant to Article 5.1:** Interconnection Customer selects the *[insert]*.  
Options as described in Articles 5.1.*[insert]*, 5.1.*[insert]*, and 5.1.*[insert]* ] shall not apply to this ETU IA.
- 2. Milestones and Other Requirements for all Elective Transmission Upgrades:** The description and entries listed in the following table establish the required Milestones in accordance with the provisions of the ETU IP and this ETU IA. The referenced section of the ETU IP or article of the ETU IA should be reviewed by each Party to understand the requirements of each milestone.

Item No.	Milestone Description	Responsible Party	Date	ETU IP/ETU IA Reference
1	Provide evidence of 100% Site Control to System Operator	Interconnection Customer	Within 15 BD of final ETU IA receipt	§ 11.3.1.1 of ETU IP
2	Provide evidence of one or more milestones specified in § 11.3 of ETU IP to the System Operator and to the Interconnecting Transmission Owner	Interconnection Customer	Within 15 BD of final ETU IA receipt	§ 11.3.1.2 of ETU IP
3	Commit to a schedule for payment of upgrades to the Interconnecting Transmission Owner	Interconnection Customer	Within 15 BD of final ETU IA receipt	§ 11.3.1.2 of ETU IP
4	ETU IA Deposit	Interconnection Customer	Simultaneously with ETU IA	§ 11.3.1.1 of ETU IP

			Execution, or within ten (10) Business Days after the Interconnection Customer request that the ETU IA be filed unexecuted	
5	Provide certificate of insurance to each Party	Interconnection Customer and Interconnecting Transmission Owner	Within 10 Calendar Days of execution of ETU IA	§ 18.3.9 of ETU IA
6A	Provide siting process approval schedule for the Elective Transmission Upgrade to System Operator and Interconnecting Transmission Owner	Interconnection Customer	As may be agreed to by the Parties	§ 7.5 of ETU IP
6B	Provide siting process approval schedule for Interconnection Customer's Interconnection Facilities at the first terminal location to System Operator and Interconnecting Transmission Owner	Interconnection Customer	As may be agreed to by the Parties	§ 7.5 of ETU IP

6C	Provide siting process approval schedule for Interconnection Customer's Interconnection Facilities at the second terminal location to System Operator and Interconnecting Transmission Owner	Interconnection Customer	If applicable, as may be agreed to by the Parties	§ 7.5 of ETU IP
7A	Receive Governmental Authority approvals for a the Elective Transmission Upgrade facilities requiring regulatory approval	Interconnection Customer	If needed, as may be agreed to by the Parties	
7B	Receive Governmental Authority approvals for any facilities associated with the first terminal location requiring regulatory approval	Interconnection Customer and/or Interconnecting Transmission Owner	If needed, as may be agreed to by the Parties	§ 5.6.1 of ETU IA
7C	Receive Governmental Authority approvals for any facilities associated with the second terminal location requiring regulatory approval	Interconnection Customer and/or Interconnecting Transmission Owner	If needed and applicable, as may be agreed to by the Parties	§ 5.6.1 of ETU IA



8A	Obtain necessary real property rights and rights-of-way associated with the first terminal location for the construction of a discrete aspect of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades	Interconnection Customer and/or Interconnecting Transmission Owner	If needed, as may be agreed to by the Parties	§ 5.6.2 of ETU IA
8B	Obtain necessary real property rights and rights-of-way associated with the second terminal location for the construction of a discrete aspect of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades	Interconnection Customer and/or Interconnecting Transmission Owner	If needed and applicable, as may be agreed to by the Parties	§ 5.6.2 of ETU IA
9A	Provide to Interconnecting Transmission Owner associated with the first terminal position written authorization to proceed with design,	Interconnection Customer	As may be agreed to by the Parties	§ 5.6.3 of ETU IA

	equipment procurement and construction			
9B	Provide to owner associated with the second terminal position written authorization to proceed with design, equipment procurement and construction	Interconnection Customer	If applicable, as may be agreed to by the Parties	§ 5.6.3 of ETU IA
10	Provide quarterly written progress reports	Interconnection Customer and Interconnecting Transmission Owner	15 Calendar Days after the end of each quarter beginning the quarter that includes earlier of the dates for Milestones 9A or 9B and ending when the entire Elective Transmission Upgrade and all required Interconnection Facilities and Network Upgrades are in place	§ 5.7 of ETU IA

11A	Provision of Security associated with the first terminal position to the Interconnecting Transmission Owner pursuant to Section 11.5 of ETU IA	Interconnection Customer	At least 30 Calendar Days prior to design, procurement and construction	§§ 5.5.3 and 5.6.4 of ETU IA
11B	Provision of Security associated with the second terminal position, if it is internal to ISO-NE, to the Interconnecting Transmission Owner pursuant to Section 11.5 of ETU IA	Interconnection Customer	If applicable, at least 30 Calendar Days prior to design, procurement and construction	§§ 5.5.3 and 5.6.4 of ETU IA
12A	Provision of Security Associated with Tax Liability associated with the first terminal position to Interconnecting Transmission Owner pursuant to Section 5.17.3 of ETU IA	Interconnection Customer	As may be agreed to by the Parties	§ 5.17.3 of ETU IA
12B	Provision of Security Associated with Tax Liability associated with the second terminal position, if it is internal to ISO-NE, to Interconnecting	Interconnection Customer	If applicable, as may be agreed to by the Parties	§ 5.17.3 of ETU IA

	Transmission Owner pursuant to Section 5.17.3 of ETU IA			
13A	Commit to the ordering of long lead time material for Interconnection Facilities and Network Upgrades associated with the first terminal position	Interconnection Customer	As may be agreed to by the Parties	§ 7.5 of ETU IP
13B	Commit to the ordering of long lead time material for Interconnection Facilities and Network Upgrades associated with the second terminal position, if it is internal to ISO-NE	Interconnection Customer	If applicable, as may be agreed to by the Parties	§ 7.5 of ETU IP
14A	Provide initial design, engineering and specification for the Elective Transmission Upgrade	Interconnection Customer	180 Calendar Days prior to Trial Operation Date	§ 5.10.1 of ETU IA § 7.5 of ETU IP
14B	Provide initial design, engineering and specification for Interconnection Customer's Interconnection Facilities associated	Interconnection Customer	180 Calendar Days prior to Trial Operation Date	§ 5.10.1 of ETU IA § 7.5 of ETU IP

	with the first terminal position to the Interconnecting Transmission Owner			
14C	Provide initial design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE, to the Interconnecting Transmission Owner	Interconnection Customer	If applicable, 180 Calendar Days prior to Trial Operation Date	§ 5.10.1 of ETU IA § 7.5 of ETU IP
15A	Provide comments on initial design, engineering and specification for the Elective Transmission Upgrade	Interconnecting Transmission Owner	Within 30 Calendar Days of receipt	§ 5.10.1 of ETU IA § 7.5 of ETU IP
15B	Provide comments on initial design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the first terminal position	Interconnecting Transmission Owner	Within 30 Calendar Days of receipt	§ 5.10.1 of ETU IA § 7.5 of ETU IP

15C	Provide comments on initial design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE	Interconnecting Transmission Owner	If applicable, within 30 Calendar Days of receipt	§ 5.10.1 of ETU IA § 7.5 of ETU IP
16A	Provide final design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the first terminal position to Interconnecting Transmission Owner(s)	Interconnection Customer	90 Calendar Days prior to Trial Operation Date	§ 5.10.1 of ETU IA § 7.5 of ETU IP
16B	Provide final design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the second terminal position, if it	Interconnection Customer	If applicable, 90 Calendar Days prior to Trial Operation Date	§ 5.10.1 of ETU IA § 7.5 of ETU IP

	is internal to ISO-NE, to the Interconnecting Transmission Owner			
17A	Provide comments on final design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the first terminal position	Interconnecting Transmission Owner	Within 30 Calendar Days of receipt	§ 5.10.1 of ETU IA § 7.5 of ETU IP
17B	Provide comments on final design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE	Interconnecting Transmission Owner	If applicable, within 30 Calendar Days of receipt	§ 5.10.1 of ETU IA § 7.5 of ETU IP
18A	Deliver to Transmission Owner "as built" drawings, information and documents regarding Interconnection Customer's Interconnection	Interconnection Customer	Within 120 Calendar Days of Commercial Operation date	§ 5.10.3 of ETU IA

	Facilities associated with the first terminal position			
18B	Deliver to Transmission Owner “as built” drawings, information and documents regarding Interconnection Customer’s Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE	Interconnection Customer	If applicable, within 120 Calendar Days of Commercial Operation date	§ 5.10.3 of ETU IA
19A	Provide protective relay settings associated with the first terminal position to the Interconnecting Transmission Owner for coordination and verification	Interconnection Customer	At least 90 Calendar Days prior to Trial Operation Date	§§ 5.10.1 of ETU IA
19B	Provide protective relay settings associated with the second terminal position, if it is internal to ISO-NE, to the Interconnecting Transmission Owner	Interconnection Customer	If applicable, at least 90 Calendar Days prior to Trial Operation Date	§§ 5.10.1 of ETU IA



	for coordination and verification			
20A	Commencement of construction of Interconnection Facilities associated with the first terminal position	Interconnecting Transmission Owner(s)	As may be agreed to by the Parties	§ 5.6 of ETU IA
20B	Commencement of construction of Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE	Interconnecting Transmission Owner(s)	If applicable, as may be agreed to by the Parties	§ 5.6 of ETU IA
21	Submit updated data “as purchased”	Interconnection Customer	No later than 180 Calendar Days prior to Trial Operation Date	§ 24.3 of ETU IA
22A	In Service Date of first terminal position	Interconnection Customer	Same as Interconnection Request unless subsequently modified	§ 3.3.1 and 4.4.5 of ETU IP, § 5.1 of ETU IA
22B	In Service Date of second terminal position	Interconnection Customer	If applicable, same as Interconnection Request unless subsequently modified	§ 3.3.1 and 4.4.5 of ETU IP, § 5.1 of ETU IA

23	Trial Operation Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	§ 3.3.1, 4.4.4, 4.4.5, and 7.5 of ETU IP
24A	Submit supplemental and/or updated data – “as built/as-tested” associated with first terminal position	Interconnection Customer	Prior to Commercial Operation Date	§ 24.4 of ETU IA
24B	Submit supplemental and/or updated data – “as built/as-tested” associated with second terminal position	Interconnection Customer	If applicable, prior to Commercial Operation Date	§ 24.4 of ETU IA
25	Commercial Operation Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	§ 3.3.1, 4.4.4, 4.4.5, and 7.5 of ETU IP
26A	Deliver to Interconnection Customer “as built” drawings, information and documents regarding Interconnecting Transmission Owner’s Interconnection Facilities associated with first terminal position	Interconnecting Transmission Owner	If requested, within 120 Calendar Days after Commercial Operation Date	§ 5.11 of ETU IA

26B	Deliver to Interconnection Customer “as built” drawings, information and documents regarding Interconnecting Transmission Owner’s Interconnection Facilities associated with the second terminal position	Interconnecting Transmission Owner	If requested and applicable, within 120 Calendar Days after Commercial Operation Date	§ 5.11 of ETU IA
27A	Provide Interconnection Customer final cost invoices associated with first terminal position	Interconnecting Transmission Owner	Within 6 months of completion of construction of Interconnecting Transmission Owner Interconnection Facilities and Network Upgrades	§ 12.2 of ETU IA
27B	Provide Interconnection Customer final cost invoices associated with the second terminal position, if it is internal to ISO-NE	Interconnecting Transmission Owner	If applicable, within 6 months of completion of construction of Interconnecting Transmission Owner Interconnection	§ 12.2 of ETU IA

			Facilities and Network Upgrades	
28	Interconnection Customer with qualifying regulatory limitations must demonstrate 100% Site Control by or the ETU IA may be terminated per Article 17 (Default) of this ETU IA and the Interconnection Customer may be subject to Withdrawal Penalties per Section 3.7.1.1 of the System Operator's ETU IP (Calculation of the Withdrawal Penalty).	Interconnection Customer	180 days from the effective date of this ETU IA	

**3. Milestones Applicable Solely for CNI Interconnection Service.** In addition to the Milestones above, for projects that achieve a Capacity Supply Obligation prior to September 4, 2024, the following Milestones apply to Interconnection Customers requesting CNI Interconnection Service:

<b>Item No.</b>	<b>Milestone Description</b>	<b>Responsible Party</b>	<b>Date</b>	<b>ETU IP/ETU IA Reference</b>
1	Counterparty to submit necessary requests for participation in the Forward Capacity Auction associated with the Elective Transmission Upgrade's requested Commercial Operation Date, in accordance with Section III.13 of the Tariff	Interconnection Customer		§ 3.2.1.3 of ETU IP
2	Participate in a CNR Group Study	Interconnection Customer		§ 3.2.1.3 of ETU IP
3	Counterparty to qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff	Interconnection Customer		§ 3.2.1.3 of ETU IP
4	Complete a re-study of the applicable Interconnection Study to determine the cost responsibility for facilities and upgrades necessary to accommodate the Interconnection Request based on the results of the Forward Capacity Auction or Reconfiguration Auction or bilateral transaction through which the Interconnection Customer's counterparty received a Capacity Supply Obligation	System Operator		§ 3.2.1.3 of ETU IP

## **APPENDIX C TO ETU IA**

### **Interconnection Details**

#### **1. Description of Interconnection:**

This Interconnection Agreement is for an *(insert either Internal ETU or External ETU description from Article 1 of Appendix I)*

The ETU consists of *(insert description from Article 2 of Appendix I)*:

The External Elective Transmission Upgrade that is controllable Merchant Transmission Facility or Other Transmission Facility shall receive *(enter N/A for other ETUs)*:

Network Import Interconnection Service solely for the NI Capability of *[insert amount]* MWs.

Capacity Network Import Interconnection Service for: (i) the NI Capability of *[insert amount]* MWs; and (ii) the CNI Capability of *[insert amount]* MWs.

#### **2. Detailed Description of the Elective Transmission Upgrade:**

*[Insert any other description relating to the Elective Transmission Upgrade, including updates to all the technical data included on Attachment A to Appendix I.]*

#### **3. Other Description of Interconnection Plan and Facilities associated with the Elective Transmission Upgrade:**

#### **4. Other Description of Interconnection Plan and Facilities associated with the first interconnection location:**

#### **5. Other Description of Interconnection Plan and Facilities associated with the second interconnection location (if, applicable):**

## **APPENDIX D TO ETU IA**

### **Security Arrangements Details**

Infrastructure security of the New England Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day New England Transmission System reliability and operational security. The Commission will expect System Operator, Interconnecting Transmission Owners, market participants, and Interconnection Customers interconnected to the New England Transmission System to comply with the recommendations offered by the Critical Infrastructure Protection Committee and, eventually, best practice recommendations from NERC. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

**APPENDIX E TO ETU IA**  
**Commercial Operation Date**

This Appendix E is a part of the ETU IA between System Operator Interconnecting, Transmission Owner and Interconnection Customer.

[Date]

[Interconnecting Transmission Owner; Address]  
[to be supplied]

Transmission Services  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841

Re: \_\_\_\_\_ Elective Transmission Upgrade

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

On [Date] [Interconnection Customer] has completed Trial Operation of [Elective Transmission Upgrade]. This letter confirms that [Interconnection Customer] commenced commercial operation of [Elective Transmission Upgrade], effective as of [Date plus one day].

Thank you.

[Signature]  
[Interconnection Customer Representative]



## **APPENDIX F TO ETU IA**

### **Addresses for Delivery of Notices and Billings Notices:**

System Operator:

Transmission Services  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841

With copy to:  
Billing Department  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841

Interconnecting Transmission Owner:

*[To be supplied.]*

Interconnection Customer:

*[To be supplied.]*

### **Billings and Payments:**

System Operator:

Transmission Services  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841

With copy to:

Billing Department  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841

Interconnecting Transmission Owner:

*[To be supplied.]*

Interconnection Customer:

*[To be supplied.]*

**Alternative Forms of Delivery of Notices (telephone, facsimile or email):**

System Operator:

Facsimile: (413) 540-4203

E-mail: [geninterconn@iso-ne.com](mailto:geninterconn@iso-ne.com)

With copy to:

Facsimile: (413) 535-4024

E-mail: [billingdept@iso-ne.com](mailto:billingdept@iso-ne.com)

Interconnecting Transmission Owner:

*[To be supplied.]*

Interconnection Customer:

*[To be supplied.]*

DUNS Numbers:

Interconnection Customer: [To be supplied]

Interconnecting Transmission Owner: [To be supplied]

# Attachment 3

**UNITED STATES OF AMERICA  
BEFORE THE  
FEDERAL ENERGY REGULATORY COMMISSION**

**ISO New England Inc. and  
New England Power Pool**

)  
)  
)  
)

**Docket No. ER24-\_\_\_\_-000**

**AFFIDAVIT OF ALAN MCBRIDE**

My name is Alan McBride. I am Executive Director of Transmission Services and Resource Qualification with ISO New England Inc. (the “ISO”). I joined the ISO in June 2006 and for the following four years my primary responsibility was as Project Manager of New Generation Qualification for the Forward Capacity Market.<sup>175</sup> In 2010, I became the Manager, Area Transmission Planning for northern New England, and continued in that position until 2015, when I became Director of Transmission Services. In that position, I have been responsible for the oversight of the ISO’s interconnection process for new Generating Facilities and Elective Transmission Upgrades. In November 2019, my responsibilities were expanded to include the qualification of resources in the Forward Capacity Market (“FCM”). Accordingly, my current title is Director of Transmission Services and Resource Qualification.

Before joining the ISO, I worked at Dynegy Inc. and then at Calpine Corporation. At both companies, I supported various transmission-related activities associated with the development, interconnection, and commercial operation of merchant generation facilities. Prior to joining Dynegy, I worked at Power Technologies Incorporated (now a division of Siemens Industries),


---

<sup>175</sup> Capitalized terms used but not defined in this testimony are intended to have the meaning given to such terms in the ISO New England Inc. Transmission, Markets and Services Tariff (“Tariff”). Section II of the Tariff is the ISO New England Open Access Transmission Tariff (“ISO OATT”).

where I conducted various transmission analysis studies, including the system impact studies of several proposed generating facilities.

I have 28 years of experience in various aspects of power transmission system analysis and transmission services. I hold a B.S. degree in Electrical Engineering from University College Dublin, in Ireland, a Master's degree in Electric Power Engineering from Rensselaer Polytechnic Institute, and an M.B.A. degree from Purdue University.

I support the changes to the ISO New England Inc. Transmission, Markets and Services Tariff that incorporate the first-ready, first-served Cluster Study construct in Schedules 23 and 25 of the ISO OATT. I declare that the information included in the filing letter submitted in this proceeding is true and correct to the best of my knowledge and belief.

 05/14/2024

Alan McBride

## Attachment 4 – Current Status of the ISO-NE Queue

### Total ISO Queue Active Projects

With Completed System Impact Studies (as of 05/01/2024)

Fuel Type	MW/LGF	Count/LGF	MW/SGF	Count/SGF	MW/ETU	Count/ETU
Battery	2,766	13	39.3	2		
Natural Gas/Other	73	1	20	1		
Solar	1,297	18	350	21		
Solar/Battery Hybrid	0	0	6.8	2		
Water	28	1	0	0		
Wind	8,594	11	18.3	1		
<b>Total</b>	<b>12,758</b>	<b>44</b>	<b>434.4</b>	<b>27</b>	<b>3,400</b>	<b>6</b>

Does not include Transmission Service Requests or Projects that are not subject to the ISO-NE Interconnection Process

### Total ISO Queue Active Projects

With System Impact Studies Currently Expected to be Completed Between now and August 30, 2024

Fuel Type	MW/LGF	Count/LGF	MW/SGF	Count/SGF	MW/ETU	Count/ETU
Battery	2,210	11	7	1		
Solar	175	3	20	1		
Wind	1,235	2				
<b>Total</b>	<b>3,620</b>	<b>16</b>	<b>27</b>	<b>2</b>		

Does not include Transmission Service Requests or Projects that are not subject to the ISO-NE Interconnection Process

## Total ISO Queue Active Projects

With System Impact Studies Currently Expected to be Completed Prior to the Eligibility Date of June 13, 2024

Fuel Type	MW/LGF	Count/LGF	MW/SGF	Count/SGF	MW/ETU	Count/ETU
Battery	705	4	7	1		
Solar	175	3	20	1		
Wind	1,200	1				
Total	2,080	8	27	2		

Does not include Transmission Service Requests or Projects that are not subject to the ISO-NE Interconnection Process

## Total ISO Queue Active Projects

With System Impact Studies Currently Expected to be Completed Between the Eligibility Date of June 13, 2024 and August 30, 2024

Fuel Type	MW/LGF	Count/LGF	MW/SGF	Count/SGF	MW/ETU	Count/ETU
Battery	1,505	7				
Wind	35	1				
Total	1,540	8				

Does not include Transmission Service Requests or Projects that are not subject to the ISO-NE Interconnection Process

## Total ISO Queue Active Projects

Fuel Type	MW/LGF	Count/LGF	MW/SGF	Count/SGF	MW/ETU	Count/ETU
Battery	20,200	99	58.6	3		
Natural Gas/Other	73	1	0	0		
Solar	2,808	28	348	20		
Solar/Battery Hybrid	657	5	6.8	2		
Water	28	1	0	0		
Wind	20,006	25	18.3	1		
<b>Total</b>	43,772	159	450	26	13,000	20

Does not include Transmission Service Requests or Projects that are not subject to the ISO-NE Interconnection Process

## Attachment 5

<b>Chart Comparing ISO New England's Large Generator Interconnection Procedures to Small Generator Interconnection Procedures</b>		
<b>Aspects of the ISO's Interconnection Process Applicable to Both Large Generators and Small Generators<sup>1</sup></b>	<b>Large Generator<sup>2</sup> Specific</b>	<b>Small Generator<sup>3</sup> Specific</b>
<b>Parties seeking interconnection with the transmission system must register for an Interconnection Request Tracking Tool Account</b>		
Submit an Interconnection Request ("IR") <sup>4</sup> <ul style="list-style-type: none"> <li>Interconnection Customer ("IC") submits interconnection request package</li> <li>ISO acknowledges IR and identifies deficiencies</li> </ul>	<ul style="list-style-type: none"> <li>Interconnection Request must include:<sup>6</sup> <ul style="list-style-type: none"> <li>\$50,000 deposit (+ \$10,000 in lieu of site control)</li> <li>Site control documentation (only for Capacity Network Resource Interconnection Service/Capacity Network Import Interconnection Service)</li> <li>Site Map</li> <li>One-line diagram (only for Enabling Transmission Upgrade)</li> <li>For elective transmission upgrades—if one Point of Interconnection ("POI") is located outside of ISO-NE</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Interconnection Request must include:<sup>8</sup> <ul style="list-style-type: none"> <li>\$2500 non-refundable deposit</li> <li>Site control documentation</li> <li>One-line diagram</li> <li>Technical Data</li> <li>Models for all interconnection studies</li> </ul> </li> </ul>

<sup>1</sup> Both the Standard Large Generator Interconnection Procedures ("LGIP") and the Standard Small Generator Interconnection Procedures ("SGIP") are located at Schedule 22 and Schedule 23, respectively, of Section II of the ISO New England, Inc. Transmission, Markets, and Services Tariff, known as the ISO New England Open Access Transmission Tariff ("OATT"). The LGIP provides the terms and conditions for interconnecting large generating facilities (more than 20 MW) to the administered transmission system. The SGIP provides the terms and conditions for interconnecting small generating facilities (20 MW or less) to the administered transmission system.

<sup>2</sup> OATT, Schedule 22, Section 1 (Definitions) ("Large Generating Facility shall mean a Generating Facility having a maximum gross capability at or above zero degrees F of more than 20 MW.").

<sup>3</sup> OATT, Schedule 23, Attachment 1 (Glossary of Terms) ("A Generating Facility having a maximum gross capability at or above zero degrees F of 20 MW or less.").

<sup>4</sup> OATT, Schedule 22, Section 3 (Interconnection Requests), Appendix 1 (Interconnection Request).

<sup>6</sup> OATT, Schedule 22, Section 3.4.1 (Initiating an Interconnection Request).

<sup>8</sup> OATT, Schedule 23, Section 1.3.1. Initiating an Interconnection Request.



<ul style="list-style-type: none"> <li>Once IC cures deficiencies queue position (“QP”) is assigned<sup>5</sup></li> </ul>	<p>control area, IC has 60 days to submit evidence of a valid request.</p> <ul style="list-style-type: none"> <li>ISO acknowledges IR and identifies deficiencies within 5 business days; IC provides additional requested information within 10 BD.<sup>7</sup></li> </ul>	<ul style="list-style-type: none"> <li>ISO acknowledges IR and identifies deficiencies within 3 business days<sup>9</sup></li> <li>IC must cure deficiencies within 10 business days<sup>10</sup></li> </ul>
<p>Undergo the Interconnection Study Process:<sup>11</sup></p> <p><i>*Cluster studies will be conducted when triggered<sup>12</sup></i></p> <p>ISO Schedule Scoping Meeting + Scoping Meeting</p>	<ul style="list-style-type: none"> <li>Within 10 business days, ISO schedules scoping meeting with IC. Meeting shall occur within 30 Calendar Days.<sup>14</sup></li> <li>Deposit becomes non-refundable 10 Business Days after scoping meeting<sup>15</sup></li> </ul>	<ul style="list-style-type: none"> <li>ISO schedules and holds scoping mtg within 10 Business Days<sup>16</sup></li> </ul>

<sup>5</sup> OATT, Schedule 22, Section 4 (Queue Position); Schedule 23, Section 1.5 (Queue Position).

<sup>7</sup> OATT, Schedule 22, Section 3.4.2 (Acknowledgement of Interconnection Request), Section 3.4.3 (Deficiencies in Interconnection Request).

<sup>9</sup> OATT, Schedule 23, Section 1.3.2 (Acknowledgement of Interconnection Request).

<sup>10</sup> OATT, Schedule 23, Section 1.3.3 (Deficiencies in Interconnection Request).

<sup>11</sup> OATT, Schedule 23, Section 3.

<sup>12</sup> OATT, Schedule 22, Section 4.2 (Clustering); Schedule 23, Section 1.5.3 (Clustering).

<sup>14</sup> OATT, Schedule 22, Section 3.4.4 (Scoping Meeting).

<sup>15</sup> OATT, Schedule 22, Section 3.4.1 (Initiating an Interconnection Request).

<sup>16</sup> OATT, Schedule 23, Section 3.2.1 (Scoping Meeting).

<ul style="list-style-type: none"> <li>IC sends notification of its election to pursue Feasibility Study or System Impact Study (“SIS”) within 5 Business Days<sup>13</sup></li> </ul>		
ISO issues Study Agreement within 5 Business Days from IC’s notification of study decision <sup>17</sup>	<ul style="list-style-type: none"> <li>All parties executes study agreement package within 30 Calendar Days</li> <li>IC submits technical data within 30 Calendar Days from ISO’s issuance of study agreement (for FS or SIS)</li> </ul>	<ul style="list-style-type: none"> <li>IC executes study agreement package within 15 Business Days<sup>18</sup></li> </ul>
ISO begins its analysis, pending no deficiencies <ul style="list-style-type: none"> <li>Reviews study data, pending no deficiencies, within 5 Business Days</li> <li>IC has 10 Business Days to cure deficiencies</li> </ul>		
Feasibility Study <sup>19</sup> (optional) – <ul style="list-style-type: none"> <li>Potential interconnection customers can revise project before starting the SIS depending on results (reduce project size/modify technical parameters)</li> <li>ISO shall schedule a meeting with Interconnecting Transmission Owner (“TO”) and IC within 10</li> </ul>	<ul style="list-style-type: none"> <li>Reasonable efforts to complete study within 90 Calendar Days<sup>21</sup></li> <li>Within 5 Business Days following ISO’s receipt of study election, ISO shall deliver to IC a good faith estimate of scope and cost of study.<sup>22</sup></li> <li>Within 30 Calendar Days after receipt of agreement IC shall execute and deliver refundable deposit for Feasibility Study to</li> </ul>	<ul style="list-style-type: none"> <li>Refundable deposit of the lesser of 50% of the estimated study costs or \$1,000 sent by IC to ISO within 30 Calendar Days<sup>24</sup></li> <li></li> </ul>

<sup>13</sup> OATT, Schedule 22, Section 3.4.4 (Scoping Meeting).

<sup>17</sup> OATT, Schedule 23, Section 3.3.1 (Interconnection Feasibility Study Agreement).

<sup>18</sup> OATT, Schedule 23, Section 3.2.3 (Scoping Meeting), Section 3.3.1 (Interconnection Feasibility Study Agreement).

<sup>19</sup> OATT, Schedule 22, Section 6 (Interconnection Feasibility Study).

<sup>21</sup> OATT, Schedule 22, Section 3.5.2.1 (Interconnection Feasibility Studies Processing Time).

<sup>22</sup> OATT, Schedule 22, Section 6.1 (Interconnection Feasibility Study Agreement).

<sup>24</sup> OATT, Schedule 23, Section 3.3.1 (Interconnection Feasibility Study Agreement).

Business Days of providing the study report. <sup>20</sup>	ISO and technical data. Deposit is 100% of study cost. <sup>23</sup>	
System Impact Study <sup>25</sup> (required) <ul style="list-style-type: none"> <li>• Within 5 Business Days following Feasibility Study results or scoping meeting ISO will provide IC good faith estimate of cost and time for completing study.<sup>26</sup></li> <li>• SIS results meeting held within 10 Business Days from when interconnection customer receives draft of SIS report.<sup>27</sup></li> <li>• 10 Business Days following SIS results meeting, IC provides ISO written notice to pursue the Facilities Study or waive the Facilities Study and elect an</li> </ul>	<ul style="list-style-type: none"> <li>• Within 270 Calendar Days<sup>30</sup></li> <li>• IC shall execute the SIS Agreement within 30 Calendar Days from its receipt.<sup>31</sup></li> </ul>	<ul style="list-style-type: none"> <li>• IC executes SIS Agreement within 15 Business Days after receipt with required information and attachments<sup>32</sup></li> <li>• Refundable deposit of 50% of the estimated cost for the transmission portion and 100% of the estimated cost for the distribution study<sup>33</sup></li> <li>• ISO and Interconnecting TO shall use reasonable efforts to complete SIS within 45 Business Days after receipt of agreement<sup>34</sup></li> <li>• ISO sends and posts the final report within 15 Business Days of receiving comments from IC<sup>35</sup></li> </ul>

<sup>20</sup> OATT, Schedule 23, Section 3.3.1 (Interconnection Feasibility Study Agreement), Schedule 22, Section 6.3 (Meeting with Parties).

<sup>23</sup> OATT, Schedule 22, Section 6.1 (Interconnection Feasibility Study Agreement).

<sup>25</sup> OATT, Schedule 22, Section 7 (Interconnection System Impact Study).

<sup>26</sup> OATT, Schedule 22, Section 7.1 (Interconnection System Impact Study Agreement); OATT, Schedule 23, Section 3.4.1 (Interconnection System Impact Study Agreement).

<sup>27</sup> OATT, Schedule 22, Section 7.5 (Meeting with Parties); OATT, Schedule 23, Section 3.4.5 (Meeting with Parties).

<sup>30</sup> OATT, Schedule 22, Section 3.5.2.2 (Interconnection System Impact Study Processing Time).

<sup>31</sup> OATT, Schedule 22, Section 7.2 (Execution of Interconnection System Impact Study).

<sup>32</sup> OATT, Schedule 23, Section 3.4.2 (Execution of Interconnection System Impact Study Agreement).

<sup>33</sup> OATT, Schedule 23, Section 3.4.2 (Execution of Interconnection System Impact Study Agreement).

<sup>34</sup> OATT, Schedule 23, Section 3.4.4 (Interconnection System Impact Study Procedures).

<sup>35</sup> OATT, Schedule 23, Section 3.4.5 (Meeting with Parties).

<p>expedited interconnection. Election cannot be reversed<sup>28</sup></p> <ul style="list-style-type: none"> <li>• IC provides comments on draft SIS report within 30 Calendar Days of IC's receipt of draft SIS report or waives comments<sup>29</sup></li> </ul>		
<p>Interconnection Facilities Study (Optional)<sup>36</sup></p> <ul style="list-style-type: none"> <li>• IC shall execute Facilities Study Agreement within 30 Calendar Days and provide refundable deposit.<sup>37</sup></li> <li>• ISO shall issues final Facilities Study report within 15 Business Day of receiving IC's comments or statement it will waive comments.<sup>38</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Within 90-180 Calendar Days<sup>39</sup></li> <li>• ISO and Interconnecting TO shall provide good faith estimate of cost of the Facilities Study within 3 Business Days of SIS results meeting.<sup>40</sup></li> <li>• Refundable deposit.<sup>41</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Within 5 Business Days following IC's SIS results meeting, ISO and Interconnecting TO shall provide to IC the Facilities Study Agreement along with good faith estimate of cost.<sup>42</sup></li> <li>• Reasonable efforts to complete study within 45 Business Days<sup>43</sup></li> <li>• Refundable deposit of 100% of the estimated study cost<sup>44</sup></li> </ul>

<sup>28</sup> OATT, Schedule 22, Section 7.5 (Meeting with Parties); Schedule 22, Section 11.1. (Tender); OATT, Schedule 23, Section 3.4.5 (Meeting with Parties).

<sup>29</sup> OATT, Schedule 22, Section 7.5 (Meeting with Parties); Schedule 22, Section 11.1 (Tender); OATT, Schedule 23, Section 3.4.5 (Meeting with Parties).

<sup>36</sup> OATT, Schedule 22, Section 8 (Interconnection Facilities Study).

<sup>37</sup> OATT, Schedule 23, Section 3.5.1 (Interconnection Facilities Study Agreement).

<sup>38</sup> OATT, Schedule 23, Section 3.5.3 (Interconnection Facilities Study Procedures).

<sup>39</sup> OATT, Schedule 22, Section 3.5.2.3 (Interconnection Facilities Studies Processing Time).

<sup>40</sup> OATT, Schedule 22, Section 8.1 (Interconnection Facilities Study Agreement).

<sup>41</sup> OATT, Schedule 22, Section 8.1.

<sup>42</sup> OATT, Schedule 23, Section 3.5.1 (Interconnection Facilities Study Agreement).

<sup>43</sup> OATT, Schedule 23, Section 3.5.3 (Interconnection Facilities Study Procedures).

<sup>44</sup> OATT, Schedule 23, Section 3.5.1 (Interconnection Facilities Study Agreement).

		<ul style="list-style-type: none"> <li>• <i>If waived—IC must commit to:</i><sup>45</sup> <ul style="list-style-type: none"> <li>○ Siting approval for generating facility and interconnection facilities</li> <li>○ Engineering of interconnection facilities approved by interconnecting transmission owner</li> <li>○ Ordering of long lead time material for interconnection facilities and system upgrades</li> <li>○ Initial synchronization date</li> <li>○ Commercial operation date</li> </ul> </li> </ul>
Interconnection Study <sup>46</sup>	Optional— within 60 Calendar Days <ul style="list-style-type: none"> <li>• Within 5 Business Days of SIS results meeting, IC may request an Optional Interconnection Study.<sup>47</sup></li> </ul>	No option for interconnection study
IC submits materials to ISO for approval by the New England Power Pool (i.e., NEPOOL) <sup>48</sup>		
<b>Execute an Interconnection Agreement<sup>49</sup></b>  Interconnection Agreement (“IA”) – must be executed within 90 calendar days of last study result <ul style="list-style-type: none"> <li>• ISO sends IC draft IA</li> </ul>	<ul style="list-style-type: none"> <li>• ISO begins development of Large Generator Interconnection Agreement (“LGIA”) within 15 Calendar Days after comments on final report are received or waived.<sup>52</sup></li> <li>• IC returns completed GIA with appendices 30 Calendar Days from IC’s receipt of GIA form and attachments<sup>53</sup></li> </ul>	

<sup>45</sup> OATT, Schedule 23, Section 3.4.5 (Meeting with Parties).

<sup>46</sup> OATT, Schedule 22, Section 10 (Optional Interconnection Study).

<sup>47</sup> OATT, Schedule 22, Section 10.1 (Optional Interconnection Study Agreement).

<sup>48</sup> Section I.3.9 (Review of Market Participant’s Proposed Plans); ISO New England Planning Procedure No. 5-1 (Procedure for Review of Market Participant’s or Transmission Owner’s Proposed Plans).

<sup>49</sup> OATT, Schedule 22, Section 11 (Standard Large Generator Interconnection Agreement).

<sup>52</sup> OATT, Schedule 22, Section 11.1 (Tender).

<sup>53</sup> OATT, Schedule 22, Section 11.1 (Tender).

<ul style="list-style-type: none"> <li>• ISO issues final draft of IA to IC within 5 Business Days of ISO's receipt of IA form and attachments</li> <li>• IA must be executed by all parties within 15 Business Days of issuance<sup>50</sup></li> <li>• IC returns to ISO three signed originals of IA within 15 Business Days from IC's receipt of final IA draft<sup>51</sup></li> </ul>	<ul style="list-style-type: none"> <li>• IC must either provide evidence of major permits obtained or a refundable deposit of greater of 20% of the total costs for the interconnection facilities and other upgrades identified in SIS (or Facilities Study) or ITO's initial payment installment<sup>54</sup></li> <li>• Within 10 Business Days of receiving executed LGIA, ISO and Interconnecting TO shall jointly file the GIA with the Federal Energy Regulatory Commission.<sup>55</sup></li> </ul>	
---	---	--

<sup>50</sup> OATT, Schedule 22, Section 11.3.2 (Execution and Filing of LGIA); OATT, Schedule 23, Section 4.8 (SGIA).

<sup>51</sup> OATT, Schedule 22, Section 11.3.2 (Execution and Filing of LGIA); OATT, Schedule 23, Section 4.8 (SGIA).

<sup>54</sup> OATT, Schedule 22, Section 11.3.1 (Evidence to be Provided by Interconnection Customer).

<sup>55</sup> OATT, Schedule 22, Section 11.3.2 (Execution and Filing of LGIA).

## **ATTACHMENT 6**

## **New England Governors, State Utility Regulators and Related Agencies\***

### **Connecticut**

The Honorable Ned Lamont  
Office of the Governor  
State Capitol  
210 Capitol Avenue  
Hartford, CT 06106  
[natalie.braswell@ct.gov](mailto:natalie.braswell@ct.gov)

Connecticut Attorney General's Office  
165 Capitol Avenue  
Hartford, CT 06106  
[john.wright@ct.gov](mailto:john.wright@ct.gov)

Connecticut Department of Energy and  
Environmental Protection  
79 Elm Street  
Hartford, CT 06106  
[eric.annes@ct.gov](mailto:eric.annes@ct.gov)

Connecticut Public Utilities Regulatory Authority  
10 Franklin Square  
New Britain, CT 06051-2605  
[steven.cadwallader@ct.gov](mailto:steven.cadwallader@ct.gov)  
[seth.hollander@ct.gov](mailto:seth.hollander@ct.gov)  
[robert.marconi@ct.gov](mailto:robert.marconi@ct.gov)  
[scott.muska@ct.gov](mailto:scott.muska@ct.gov)

### **Maine**

The Honorable Janet Mills  
One State House Station  
Office of the Governor  
Augusta, ME 04333-0001  
[jeremy.kennedy@maine.gov](mailto:jeremy.kennedy@maine.gov)  
[elise.baldacci@maine.gov](mailto:elise.baldacci@maine.gov)

Maine Governor's Energy Office  
62 State House Station  
Augusta, ME 04333  
[dan.burgess@maine.gov](mailto:dan.burgess@maine.gov)

Maine Public Utilities Commission  
18 State House Station  
Augusta, ME 04333-0018  
[maine.puc@maine.gov](mailto:maine.puc@maine.gov)

### **Massachusetts**

The Honorable Maura Healey  
Office of the Governor  
State House  
Boston, MA 02133  
[rebecca.l.tepper@mass.gov](mailto:rebecca.l.tepper@mass.gov)  
[Jason.R.Marshall@mass.gov](mailto:Jason.R.Marshall@mass.gov)  
[Mary.L.Nuara@mass.gov](mailto:Mary.L.Nuara@mass.gov)

Massachusetts Attorney General's Office  
One Ashburton Place  
Boston, MA 02108  
[elizabeth.a.anderson@mass.gov](mailto:elizabeth.a.anderson@mass.gov)  
[matthew.saunders@mass.gov](mailto:matthew.saunders@mass.gov)  
[Allison.OConnell@mass.gov](mailto:Allison.OConnell@mass.gov)  
[Ashley.Gagnon@mass.gov](mailto:Ashley.Gagnon@mass.gov)

Massachusetts Department of Energy  
Resources  
100 Cambridge Street, Suite 1020  
Boston, MA 02114  
[robert.hoaglund@mass.gov](mailto:robert.hoaglund@mass.gov)  
[ben.dobbs@state.ma.us](mailto:ben.dobbs@state.ma.us)

Massachusetts Department of Public Utilities  
One South Station  
Boston, MA 02110  
[nancy.stevens@state.ma.us](mailto:nancy.stevens@state.ma.us)  
[morgane.treanton@state.ma.us](mailto:morgane.treanton@state.ma.us)  
[william.j.anderson2@mass.gov](mailto:william.j.anderson2@mass.gov)  
[dpu.electricsupply@mass.gov](mailto:dpu.electricsupply@mass.gov)

### **New Hampshire**

The Honorable Chris Sununu  
Office of the Governor  
26 Capital Street  
Concord, NH 03301  
New Hampshire Department of Energy  
21 South Fruit Street, Ste 10  
Concord, NH 03301  
[jared.s.chicoine@energy.nh.gov](mailto:jared.s.chicoine@energy.nh.gov)  
[christopher.j.ellmsjr@energy.nh.gov](mailto:christopher.j.ellmsjr@energy.nh.gov)  
[thomas.c.frantz@energy.nh.gov](mailto:thomas.c.frantz@energy.nh.gov)  
[amanda.o.noonan@energy.nh.gov](mailto:amanda.o.noonan@energy.nh.gov)  
[joshua.w.elliott@energy.nh.gov](mailto:joshua.w.elliott@energy.nh.gov)  
[david.j.shulock@energy.nh.gov](mailto:david.j.shulock@energy.nh.gov)



## **New England Governors, State Utility Regulators and Related Agencies\***

New Hampshire Public Utilities Commission  
21 South Fruit Street, Ste. 10  
Concord, NH 03301-2429  
[regionalenergy@puc.nh.gov](mailto:regionalenergy@puc.nh.gov)

### **Rhode Island**

The Honorable Daniel McKee  
Office of the Governor  
82 Smith Street  
Providence, RI 02903  
[rosemary.powers@governor.ri.gov](mailto:rosemary.powers@governor.ri.gov)

Rhode Island Office of Energy Resources  
One Capitol Hill  
Providence, RI 02908  
[christopher.kearns@energy.ri.gov](mailto:christopher.kearns@energy.ri.gov)

Rhode Island Public Utilities Commission  
89 Jefferson Blvd.  
Warwick, RI 02888  
[ronald.gerwatowski@puc.ri.gov](mailto:ronald.gerwatowski@puc.ri.gov)  
[todd.bianco@puc.ri.gov](mailto:todd.bianco@puc.ri.gov)

### **Vermont**

The Honorable Phil Scott  
Office of the Governor  
109 State Street, Pavilion  
Montpelier, VT 05609  
[jason.gibbs@vermont.gov](mailto:jason.gibbs@vermont.gov)

Vermont Public Utility Commission  
112 State Street  
Montpelier, VT 05620-2701  
[mary-jo.krolewski@vermont.gov](mailto:mary-jo.krolewski@vermont.gov)  
[margaret.cheney@vermont.gov](mailto:margaret.cheney@vermont.gov)

Vermont Department of Public Service  
112 State Street, Drawer 20  
Montpelier, VT 05620-2601  
[bill.jordan@vermont.gov](mailto:bill.jordan@vermont.gov)  
[june.tierney@vermont.gov](mailto:june.tierney@vermont.gov)

### **New England Governors, Utility Regulatory and Related Agencies**

Heather Hunt, Executive Director  
New England States Committee on Electricity  
424 Main Street  
Osterville, MA 02655

[heatherhunt@nescoe.com](mailto:heatherhunt@nescoe.com)  
[jeffbentz@nescoe.com](mailto:jeffbentz@nescoe.com)  
[shannonbeale@nescoe.com](mailto:shannonbeale@nescoe.com)  
[sheilakeane@nescoe.com](mailto:sheilakeane@nescoe.com)  
[nathan.forster@nescoe.com](mailto:nathan.forster@nescoe.com)

George Twigg, Executive Director  
New England Conference of Public Utilities  
Commissioners  
PO Box 9111  
Essex, VT 05451  
[gtwigg@necpuc.org](mailto:gtwigg@necpuc.org)

Dan Goldner, President  
New England Conference of Public Utilities  
Commissioners  
21 S. Fruit Street  
Concord, NH 03301-2429  
[Daniel.c.goldner@puc.nh.gov](mailto:Daniel.c.goldner@puc.nh.gov)