May 22, 2019

**VIA ELECTRONIC FILING**

The Honorable Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

**Re: 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-___-000**

Dear Secretary Bose:

Pursuant to Rule 1907 of the Federal Energy Regulatory Commission's ("FERC" or "Commission") Rules of Practice and Procedure[1] and Sections 205 and 206 of the Federal Power Act ("FPA"),[2] ISO New England Inc. ("ISO-NE" or "ISO")[3] and the PTO Administrative Committee ("PTO AC") on behalf of the New England Participating Transmission Owners ("PTOs") (together, the "Filing Parties")[4] hereby jointly submit this transmittal letter and proposed revisions to the Large Generator Interconnection Procedures and Agreement in Schedule 22 of the ISO-NE OATT that comply with the Commission's orders on *Reform of Generator Interconnection Procedures and*

[1] 18 C.F.R. § 385.1907 (2013).

[2] 16 U.S.C. §§ 824d-e (2012).

[3] Capitalized terms used but not otherwise defined in this filing have the meanings ascribed thereto in Section I.2.2 of the ISO-NE Transmission, Markets and Services Tariff (the "Tariff") or in Schedule 22 of Section II of the Tariff. Section II of the Tariff contains the Open Access Transmission Tariff (the "OATT"). Schedule 22 of the OATT contains New England's *pro forma* Large Generator Interconnection Procedures ("ISO-NE LGIP") and the Large Generator Interconnection Agreement ("ISO-NE LGIA").

[4] The rights under Section 205 of the FPA to modify Schedule 22 of the OATT are shared by ISO-NE and the PTOs in the manner specified in Article 3.04 of the Transmission Operating Agreement between ISO-NE and the PTOs (the "TOA"). Pursuant to the PTOs' sole filing rights over cost recovery and financial obligation provisions, the PTOs jointly support the proposed revisions regarding oversight costs in Article 5.2 of the ISO-NE LGIA, which are addressed in Section III.B.1.c of this transmittal letter.

*Agreements*, Order Nos. 845 and 845-A.[5] The proposed revisions are collectively referred to as the "Order No. 845 Revisions."

As further described in Section III of this transmittal letter, the Order No. 845 Revisions largely reflect the amendments to the Commission's *pro forma* Large Generator Interconnection Procedures ("*pro forma* LGIP") and *pro forma* Large Generator Interconnection Agreement ("*pro forma* LGIA") set forth in Orders 845 and 845-A,[6] with certain important variations proposed under the standards established in Order No. 2003.[7] The ISO-NE LGIP and LGIA, as described in Section II of this transmittal letter, have been customized from inception to fit New England's tariff, markets and operational differences from other regions, while still advancing the Commission's core objectives, and have since been further enhanced to address concerns unique to the region pursuant to filings under Section 205 of the FPA.[8] The proposed variations are necessary to conform the *pro forma* LGIP and LGIA revisions adopted in Order Nos. 845 and 845-A to the unique constructs, definitions and terminology previously accepted by the Commission for inclusion in Schedule 22 under the standards established in Order No. 2003, including the "independent entity variation" standard, and that continue to meet the standards for variance. The revisions also make certain enhancements to the *pro forma* amendments that are "consistent with or superior to" the *pro forma* revisions as further described below.

The Filing Parties respectfully submit that the Order No. 845 Revisions fully comply with the requirements in Order Nos. 845 and 845-A, and request that the Commission accept them as proposed herein, without modifications or conditions, effective upon issuance of its order accepting this filing.[9]

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[5] *Reform of Generator Interconnection Procedures and Agreements*, Order No. 845, FERC ¶ 61,043 (2018) ("Order No. 845"), *order on reh'g*, Order No. 845-A, 166 FERC ¶ 61,137 (2019).

[6] The revisions adopted in Order Nos. 845 and 845-A were revised in two errata orders issued on May 13, 2019. *Reform of Generator Interconnection Procedures and Agreements*, 167 FERC ¶ 61,123 (2019), *Reform of Generator Interconnection Procedures and Agreements*, 167 FERC ¶ 61,124 (2019) ("Errata Notices").

[7] *Standardization of Generator Interconnection Agreements and Procedures*, Order No. 2003, FERC Stats. & Regs. ¶ 31,146 (2003), *order on reh'g*, Order No. 2003-A, FERC Stats. & Regs. ¶ 31,160, *order on reh'g*, Order No. 2003-B, FERC Stats. & Regs. ¶ 31,171 (2004), *order on reh'g*, Order No. 2003-C, FERC Stats. & Regs. ¶ 31,190 (2005), *aff'd sub nom. Nat'l Ass'n of Regulatory Util. Comm'rs v. FERC*, 475 F.3d 1277 (D.C. Cir. 2007), *cert. denied*, 552 U.S. 1230, (Feb. 25, 2008).

[8] *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, Transmittal Ltr. at 11-19, Docket No. ER17-2421-000 (filed Sept. 1, 2017) (detailing the evolvement of New England's interconnection procedures as foundation for Clustering Revisions) ("Clustering Revisions Filing"). *See also ISO New England Inc.*, 161 FERC ¶ 61,123 (2017) (accepting "Clustering Revisions Filing").

[9] *See* Order No. 845-A at P 166 ("For each RTO/ISO, the effective date of the proposed revisions shall be the date established in the Commission's order accepting that RTO's/ISO's compliance filing, which will be no earlier than the issuance date of such an order."). As this date is uncertain, ISO-NE is including a placeholder effective date of 12/31/9998 in the metadata of the submitted eTariff sheets. ISO-NE respectfully requests, and consents to, the Commission in its order on this filing replacing the date with the actual effective date determined by the Commission.

To facilitate the Commission's review, in Section II of this transmittal letter, the Filing Parties provide an overview of key regional variations reflected in the ISO-NE LGIP and LGIA, which serve as the basis for the variations from the Order Nos. 845 and 845-A *pro forma* language proposed in this filing. And, in Section III, the Filing Parties describe the Order No. 845 Revisions, and identify the proposed variations from the *pro forma* amendments, which, while different, achieve Order Nos. 845 and 845-A's objectives of improving certainty in the interconnection process for Interconnection Customers, promoting more informed interconnections, and enhancing the interconnection process.

## I. DESCRIPTION OF THE FILING PARTIES AND COMMUNICATIONS

ISO-NE is the private, non-profit entity that serves as the Regional Transmission Organization ("RTO") for New England. ISO-NE plans and 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 New England PTOs. In its capacity as an RTO, ISO-NE has the responsibility to protect the short-term reliability of the New England Control Area and to operate the system according to reliability standards established by the Northeast Power Coordinating Council and the North American Electric Reliability Corporation.

Pursuant to the terms of the TOA among the PTOs[9] 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.

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

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## II. BACKGROUND

### A. Order Nos. 845 and 845-A

Order No. 845, as affirmed or otherwise modified or clarified on rehearing in Order No. 845-A, adopts ten significant reforms to the *pro forma* LGIP and LGIA designed to improve certainty for Interconnection Customers, promote more informed interconnection decisions, and enhance the interconnection process. The specific reforms that fall into each of these general categories are summarized as follows:

> First, in order to improve certainty for interconnection customers, Order 845: (1) removed the limitation that interconnection customers may only exercise the option to build a transmission provider's interconnection facilities and stand alone network upgrades in instances when the transmission provider cannot meet the dates proposed

[10] 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.

> by the interconnection; and (2) required that transmission providers establish interconnection dispute resolution procedures that allow a disputing party to unilaterally seek non-binding dispute resolution.
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> Second, to promote more informed interconnection decisions, Order No. 845: (1) required transmission providers to outline and make public a method for determining contingent facilities; (2) required transmission providers to list the specific study processes and assumptions for forming the network models used for interconnection studies; (3) revised the definition of "Generating Facility" to explicitly include electric storage resources; and (4) established reporting requirements for aggregate interconnection study timeframes.
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> Third, Order No. 845 aimed to enhance the interconnection process by: (1) allowing an interconnection customer to request a level of interconnection service that is lower than its generating facility capacity; (2) requiring transmission providers to allow for provisional interconnection agreements that provide for limited operation of a generating facility prior to completion of the full interconnection process; (3) requiring transmission providers to create a process for interconnection customers to use surplus interconnection service at existing points of interconnection; and (4) requiring transmission providers to set forth a procedure to allow transmission providers to assess and, if necessary, study an interconnection customer's technology changes without affecting the interconnection customer's queue position.[11]

To implement these reforms, Order No. 845 directs public utility transmission providers to adopt its requirements as revisions to the LGIP and LGIA in their OATTs.[12] However, consistent with prior rulemakings revising *pro forma* interconnection standards, Order No. 845 provides that independent system operators ("ISOs") and RTOs can seek independent entity variations under the standard initially established by Order No. 2003.[13] 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 different composition of the interconnection queues across the nation.[14] In the case of ISOs and RTOs, the Commission indicated that it would consider variations from the *pro forma* interconnection

[11] Order No. 845-A at P 2 (footnotes omitted).

[12] *See* Order No. 845 at PP 43 and 555.

[13] *See id*. at P 43. *See Reform of Generator Interconnection Procedures and Agreements*, Comments of ISO New England Inc., Docket No. RM17-8-000 at 3 (filed April 13, 2017) ("ISO-NE NOPR Comments").

[14] *See* Order No. 2003 at P 827 (recognizing the differing characteristics of each region and providing ISO/RTOs with the flexibility to seek independent entity variations from the final rule "to customize its interconnection procedures and agreements to fit regional need").

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."[15]

Order No. 845 extends the broad flexibility to seek independent entity variations consistently provided to ISOs and RTOs:

> [We] note that a number of commenters seek regional flexibility in complying with the rule to accommodate regional needs. In Order No. 2003, the Commission stated that, if on compliance, a non-RTO/ISO transmission provider 'offers a variation from the Final Rule LGIP and Final Rule LGIA and the variation is in response to established . . . reliability requirements, then it may seek to justify its variation using the regional differences rationale." However, if a non-RTO/ISO seeks a variation "for any reason," it must present its justification for the variations as 'consistent with or superior to' the *pro forma* LGIA or *pro forma* LGIP. The Commission went on to say that, for RTOs/ISOs, it would allow independent entity variations for pricing and non-pricing provisions, and that RTOs/ISOs 'shall have greater flexibility to customize [their] interconnection procedures and agreements to fit regional needs.' In this Final Rule, we make no changes to the variations allowed by Order No. 2003. Therefore, on compliance, transmission providers may argue that they qualify for the above-mentioned variations from the requirements of this Final Rule.[16]

The Final Rule further provides that to the extent that it revised ISO/RTO LGIP and LGIA provisions that had been previously accepted as independent entity variations, ISOs/RTOs could demonstrate that previously-approved variations should remain in effect.[17]

### B. ISO-NE's LGIP and LGIA Variations

As described in Section III below of this transmittal letter, while the Order No. 845 Revisions filed herein adhere closely to the revisions to the *pro forma* LGIP and LGIA adopted in Order Nos. 845 and 845-A, they reflect important deviations to account for long-standing variations that have been and continue to be necessary in order to make the Commission's revisions to the *pro forma* LGIP and LGIA consistent with ISO-NE's tariff, markets, operational differences and current practices. To facilitate the Commission's review, below is an overview of the existing variations that form the basis for the deviations reflected in the Order No. 845 Revisions. Section III describes in more detail how the Commission's revisions to the *pro forma* LGIP and LGIA are incorporated in a manner that does not disrupt these existing New England constructs.

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[15] *New England Power Pool, Bangor Hydro-Electric Co., et al.*, 109 FERC ¶ 61,155 at P 4 (2004) (citing Order 2003 at P 827) ("Order No. 2003 Compliance Order"). *See also ISO New England, Inc., et al.*, 110 FERC ¶ 61,335 (2005).

[16] Order No. 845 at P 43.

[17] *See id*. at P 556.

### 1. Variations from Order No. 2003 *Pro Forma* LGIP and LGIA

ISO-NE's LGIP and LGIA contained in Schedule 22 of the OATT are fundamentally integrated with the ISO-NE operations and market constructs. Indeed, while based on the Order No. 2003 *pro forma*, since the initial compliance filing, the ISO-NE LGIP and LGIA 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, ISO-NE and the 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.[18] 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 Interconnection Standard ("MIS"),[19] and the "but-for" cost allocation provisions under Schedules 11 and 12 of what is now the OATT.[20] 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.[21] 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.[22]

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[18] *See* Order No. 2003 Compliance Order at P 4.

[19] *See id*. at PP 36-50. *See also ISO New England Inc. and New England Power Pool*, 121 FERC ¶ 61,070 (2007) (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 no degradation of transfer capability, maximum one-for-one displacement of existing/proposed generation, meeting all reliability standards, 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).

[20] *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.

[21] *See ISO New England Inc.*, 123 FERC ¶ 61,133 at PP 13-17 (2008).

[22] *See ISO New England Inc. and New England Power Pool*, 126 FERC ¶ 61,080 at P 14 (2009) ("FCM/Queue Amendments Order").

### 2. Improvements Since Order No. 2003 Compliance

Since Order No. 2003, ISO-NE, together with the PTO AC and New England stakeholder support, has continued to implement significant reforms to its interconnection process to address concerns unique to the region.

#### *a. FCM/Queue Amendments*

In an October 2008 joint filing with NEPOOL and the PTO AC, the ISO revised its Tariff, including Schedule 22, to accommodate implementation of the Forward Capacity Market ("FCM").[23] The FCM/Queue Amendments improved 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 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.[24] Participation in the capacity market would be pursuant to a new type of Interconnection Service – the Capacity Network Resource Interconnection Service ("CNRIS") – achieved through a resource's successful participation in the FCM and completion of the upgrades identified to accommodate the request.[25] The CNRIS option affords 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 ("CNR") Capability.[26] The CNR Capability is based on the Interconnection Customer's Capacity Supply Obligation obtained through the FCM.

To achieve full coordination with the FCM, New England also shifted from a "first-come, first-served" to a "first-cleared, first-served" approach for CNRIS. Under the coordinated processes, Interconnection Customers seeking CNRIS and NRIS must complete the same steps (*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. To achieve CNRIS, however, an Interconnection Customer must also complete additional FCM-

[23] *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. ER04-432-006, *et al.* (filed Oct. 31, 2008) (the "FCM/Queue Amendments").

[24] *See* FCM/Queue Amendments Order at P 14.

[25] *See id.*

[26] *See id.*

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.[27] The CNR Group Study is a cluster study conducted for capacity purposes. In the CNR Group Study, CNRIS Interconnection Requests are studied in queue order relative to the other Interconnection Requests that are also seeking to qualify to participate in the same FCA. These requests are qualified to participate in the FCA if needed upgrades can be completed in time for the relevant FCA's Capacity Commitment Period. During this process, later-queued resources learn if their upgrades depend on the outcome for earlier-queued resources. CNRIS (and associated upgrade and cost responsibilities) is assigned to those resources that obtain a Capacity Supply Obligation even if they clear before an earlier queued resource – hence, a "first-cleared, first-served" construct. In other words, the allocation of interconnection capacity service and the associated obligations is based on the results of the market. This provides a mechanism to 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, has been successful for multiple capacity periods.

The FCM/Queue Amendments also included important reforms to improve 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.[28] 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 revised the ISO-NE LGIP to require Interconnection Customers to commit to upgrades and expenditure schedules upon finalizing the Interconnection Agreement.[29] 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 Interconnecting Transmission Owner 20 percent of the total costs of the Interconnection Facilities and other upgrades, together 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.[30] These changes were intended to 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.

[27] *See* ISO-NE LGIP at § 3.2.1.

[28] *See* FCM/Queue Amendments, Transmittal Ltr. at 43-45.

[29] *See* ISO-NE LGIP at § 11.3.1.2.

[30] *See id*.

*b. Improvements to Better Address Factors Contributing to Queue Study Backlogs*

While the efforts undertaken since the initial compliance with Order No. 2003 had improved the interconnection queue process for New England, Interconnection Requests for projects (mostly wind and other inverter-based technologies) seeking to interconnect in remote parts of the system, such as Northern and Western Maine, began to experience significant queue backlog in the 2012-2015 timeframe. ISO-NE identified, and made further improvements to the interconnection process to help address the key factors contributing to the queue backlog,[31] each of which introduced significant complexities to the Interconnection Studies, requiring more effort and time to complete those studies.

In February 2016, ISO-NE and the PTO AC (with stakeholder support) filed revisions to the Tariff, including Schedule 22 of the OATT, to address the complexities introduced by the nature of the technology being proposed.[32] The 2016 Improvements, accepted by the Commission in April 2016 under the "independent entity variation" standard,[33] were a significant and carefully designed set of reforms focused on wind and other 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. The improvements also revised ISO-NE'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 10 Business Days of ISO-NE review, which can be supported by the Interconnection Customer's own analysis of the proposed change.

The 2016 Improvements' objectives were similar to those of Order No. 845. They sought to improve the efficiency of the interconnection study process while accommodating updates in

[31] 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).

[32] *See* 2016 Improvements.

[33] *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).

technology. Significant ground has been gained in the region through the 2016 Improvements. Since their implementation, Interconnection Study completion times have and continue to improve, and backlogs attributable to study complexities introduced by wind and inverter-based technologies have been largely cleared. Interconnection Customers have been able to update their technologies by first analyzing the impact of the proposed modifications, using ISO-NE provided network models, and then submitting those updates as non-Material Modifications. Given the success of these reforms, where there is overlap between the 2016 Improvements and the reforms adopted in Order Nos. 845 and 845-A, ISO-NE has developed approaches that preserve the 2016 Improvements.

Next, with the 2016 Improvements providing key tools to expedite the Interconnection Study process for wind and inverter-based generators, ISO-NE, joined by the PTO AC and NEPOOL, undertook a significant effort to resolve the queue backlog attributable to Interconnection Requests seeking to interconnect in relatively remote areas of the region due to a lack of transmission infrastructure. To help address this infrastructure challenge specifically, in September 2017, ISO-NE, joined by NEPOOL and the PTO AC, submitted revisions to the Tariff, including Schedule 22 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.[34] Since the implementation of the Clustering Revisions, together with the 2016 Improvements, the backlog has largely been removed from the ISO-NE interconnection queue.

## III. REVISIONS TO SCHEDULE 22 OF THE ISO-NE OATT

The Filing Parties propose to revise the ISO-NE LGIP and LGIA in Schedule 22 of the OATT to comply with the requirements set forth in Order Nos. 845 and 845-A. For the most part, the Order No. 845 Revisions adhere closely to the *pro forma* LGIP and LGIA revisions reflected in Appendices B and C of Order No. 845-A, as further modified in the Errata Notices. The Order No. 845 Revisions, however, reflect important variations that are necessary to maintain previously-accepted variations for inclusion in Schedule 22 that are revised or impacted by the *pro forma* amendments and continue to meet the standards for variance. The proposed variations meet Order No. 845's objectives in ways that are compatible with long-standing and successful constructs in New England.

For ease of review, the Order No. 845 Revisions specific to each reform are as follows:

- Interconnection Customer's option to build revisions are reflected in Section 1 of the ISO-NE LGIP and Article 5 and Appendix B of the ISO-NE LGIA;

- Dispute resolution revisions are incorporated in Section 13.5 of the ISO-NE LGIP;

[34] *See*, *supra* note 8.

- Contingent Facilities definition and identification revisions have been added to Sections 1 and 3.8 of ISO-NE LGIP and Article 1 and Appendix A of the ISO-NE LGIA;

- Study models and assumption transparency changes are incorporated in Section 2.3 of the ISO-NE LGIP;

- Generating Facility definition changes are reflected in Section 1 and Appendix 1 of the ISO-NE LGIP and Article 1 of the ISO-NE LGIA;

- Reporting requirements for aggregate study performance have been added to Sections 3.5, 3.6, 6.1, 7.2, and 8.1 of the ISO-NE LGIP;

- Interconnection Service below Generating Facility capability revisions are reflected in Section 1, 3.1, 3.2.2.1, 4.4.1, 6.3, 7.3 and Appendix 1 of the ISO-NE LGIP, and Article 1 of the ISO-NE LGIA;

- Provisional Interconnection Service revisions are reflected in Section 1 of the ISO-NE LGIP, and Articles 1 and 5.9 of the ISO-NE LGIA;

- Surplus Interconnection Service revisions are incorporated in Section 1, 3.3 and Appendix 1 of the ISO-NE LGIP, and Article 1 of the ISO-NE LGIA

Various customized changes to the Commission's *pro forma* LGIP and LGIA that are non-substantive in nature are reflected throughout Schedule 22. These non-substantive changes are necessary to recognize the existing terminology, formatting and overall construct of the ISO-NE LGIP and LGIA, and are reflected in Section III.A of this transmittal letter.

More substantive changes to some of the Commission's *pro forma* LGIP and LGIA necessary to maintain independent entity variations that are revised or impacted by the Order Nos. 845 and 845-A reforms and continue to meet the standard for variance provided in the Final Rule are categorized and discussed in Section III.B of this transmittal letter. These changes are discussed in the context of the applicable reform, with specific reference to the provisions in the ISO-NE LGIP and LGIA in which they appear.

### A. Non-Substantive Revisions Reflected Throughout OATT Schedule 22

The Order No. 845 Revisions globally reflect certain non-substantive variations from the Commission's *pro forma* LGIP and LGIA revisions adopted in Order Nos. 845 and 845-A. 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 ISO-NE LGIP and LGIA. Specifically, to conform the language adopted in Order Nos. 845 and 845-A to the

terminology used in New England, the following variations, previously accepted under the independent entity variation standard, have been made throughout the document:[35]

- Replacement of "Transmission Provider" Term – Under Schedule 22, both ISO-NE and the PTOs have responsibilities in the interconnection process that are assigned to the "Transmission Provider" in the Commission's *pro forma* LGIP and LGIA. For example, the ISO-NE LGIP and LGIA provide different roles for the ISO and the applicable PTO in the interconnection study process, interconnection facility construction, and ongoing duties once the Large Generating Facility is interconnected. Consistent with the existing allocation of Transmission Provider's responsibilities in the ISO-NE LGIP and LGIA, the Filing Parties propose to revise the *pro forma* to specify which of the entities has the performance right or obligation covered by the particular provision. The proposed revisions continue the current structure in Schedule 22, which provides for ISO-NE 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" – The ISO-NE LGIP and LGIA apply to proposed Large Generating Facility interconnections to the Administered Transmission System, which is comprised of Pool Transmission Facilities, Non-Pool Transmission Facilities, and distribution facilities that are subject to the OATT. Accordingly, the Filing Parties propose to replace the terms "Transmission Provider's Transmission System" and "coordinated region" with "Administered Transmission System," consistent with the defined term used in New England.

- Replacement of "Generating Facility Capacity" term – The Commission's *pro forma* language adopted in Orders Nos. 845 and 845-A uses the term "Generating Facility Capacity" in various instances. The term "Generating Facility Capacity," however, is not a defined term in Schedule 22. Instead, ISO-NE's LGIP and LGIA use the terms "Large Generating Facility" and "Generating Facility." The defined term that matches the *pro forma* "Generating Facility Capacity" is "Generating Facility." Therefore, to maintain the defined terms used in the ISO-NE LGIP and LGIA, the Filing Parties replace the word "Capacity" in the term "Generating Facility Capacity" with "capability(ies)" throughout.

[35] The Order No. 845 Revisions also reflect the following ministerial changes: (1) the Table of Contents in the ISO-NE LGIP has been revised to reflect the addition of Section 3.3, which contains the provisions regarding Surplus Interconnection Service, and to shift all subsequent subsections and update their respective cross-references throughout the ISO-NE LGIP/LGIA; and (2) the transition provisions in Section 5.1 of the ISO-NE LGIP have been updated to include placeholders for the new effective date, so that Interconnection Studies that commence before the new provisions submitted in this filing become effective will be conducted pursuant to the previous version of the rules, consistent with Order No. 2003's transition rules, *see* Order No. 2003 at PP 178-190.

### B. Revisions to Schedule 22 by Order Nos. 845 and 845-A Reform

#### 1. The Interconnection Customer's Option to Build

Order No. 845 adopts the reform to remove the limitation that Interconnection Customers may only exercise the option to build a transmission provider's Interconnection Facilities and Stand Alone Network Upgrades in instances when the transmission provider cannot meet the key milestone dates proposed by the Interconnection Customer.[36] As Order No. 845 states, this reform is intended to "benefit the interconnection process by providing interconnection customers more control and certainty during the design and construction phases of the interconnection process."[37] To effect this reform, Order No. 845 modifies Articles 5.1, 5.1.3 and 5.1.4 of the *pro forma* LGIA to allow Interconnection Customers to exercise the option to build regardless of whether the transmission provider can meet the Interconnection Customer's proposed dates.[38] On clarification and rehearing, Order No. 845-A further revised the *pro forma* LGIP and LGIA to clarify in the definition of "Stand Alone Network Upgrades" that the option to build does not apply to Stand Alone Network Upgrades on affected systems, and require that, when there is disagreement, transmission providers prepare a written explanation for the Interconnection Customers as to why an upgrade is not considered to be a Stand Alone Network Upgrade. Finally, Order No. 845-A revises Article 5.2 of the *pro forma* LGIA to include a placeholder for transmission providers to recover the costs of executing the transmission provider's responsibilities enumerated in that same article.

The Order No. 845 Revisions incorporate the *pro forma* revisions in Articles 5.1, 5.1.3, and 5.1.4 of the ISO-NE LGIA, as well as the Stand Alone Network Upgrade definition in Section 1 of the ISO-NE LGIA and Article 1 of the ISO-NE LGIA, together with three specific variations that are proposed under the "independent entity variation" and the "consistent with or superior to" standards to account for regional differences and the ISO's experience administering the interconnection procedures.

##### *a. Additional Milestones*

Under the ISO-NE LGIA, when the Interconnecting Transmission Owner has the responsibility for construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades, the Interconnecting Transmission Owner commences engineering, design, procurement and construction activities upon receipt of the Interconnection Customer's written authorization to proceed, *inter alia*, by the dates specified in the milestones contained in Appendix B of the ISO-NE LGIA.[39] However, currently, there are no corresponding milestones to track the Interconnection Customer's commitments to commence engineering, design,

[36] *See* Order No. 845 at P 85.

[37] *Id*.

[38] *See id*.

[39] *See* ISO-NE LGIA at Art. 5.5 and 5.6.

and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades when the Interconnection Customer exercises the option to build. Having this information is essential to understanding and coordinating the Interconnection Customer's schedule, commitment and implementation to build the facilities and proceed toward interconnection.

Accordingly, the Filing Parties propose to revise Article 5.2 of the ISO-NE LGIA to add the following milestones for tracking Interconnection Customer's progress toward interconnection when the option to build is exercised:[40]

> the Interconnection Customer shall commit in the LGIA to a schedule for the completion of, and provide the System Operator evidence of proceeding with: (a) engineering and design of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades, (b) procurement of necessary equipment and ordering of long lead time materials, and (c) construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades.

The commitments reflected in these milestones do not impose additional burdens or barriers on Interconnection Customers pursuing the option to build. The milestone dates would reflect the Interconnection Customer's schedule for meeting its Commercial Operation Date, and the consequences of an Interconnection Customer missing them are the same as today. The milestones also are consistent with those already applicable to Interconnection Customers that waive the Interconnection Facilities Study under Section 7.5 of the ISO-NE LGIP.[41]

The milestones also provide the ISO with necessary information about Interconnection Customer's commitment toward completing the interconnection. As briefly discussed in Section II.B of this transmittal letter, the ISO has undertaken significant reforms to enhance the certainty that projects in the interconnection queue are viable, serious and committed toward completing the

[40] Correspondingly, Appendix B to the ISO-NE LGIA has been revised to capture the actions enumerated in Article 5.2 in the milestones.

[41] Pursuant to Section 7.5 of the ISO-NE LGIA, an Interconnection Customer may elect to waive the Interconnection Facilities Study. As that section provides:

> If the Interconnection Customer waives the Facilities Study, it shall commit to the following milestones in the LGIA: (i) Siting approval for the Generating Facility and Interconnection Facilities; (ii) Engineering of Interconnection Facilities approved by Interconnecting Transmission Owner; (iii) Ordering of long lead material for Interconnection Facilities and system upgrades; (iv) Initial Synchronization Date; and (v) Commercial Operation Date.

These milestones provide the necessary information for the Interconnection Customer's commitment to proceed toward interconnection. *See* Amendments to Large Generator Interconnection Procedures and Agreement for New England, Docket No. ER06-193-000, Transmittal Ltr. at 8-9 (filed Nov. 10, 2005) ("November 2005 Filing"). *See ISO New England, Inc., et al.*, 115 FERC ¶ 61,050 (2006) (accepting, in part, and rejecting, in part, the November 2005 Filing).

process, including increasing the milestones and deposit requirements that are due at various stages in the interconnection process.[42] As relevant here, Section 11.3.1.2 of the ISO-NE LGIA currently requires Interconnection Customers to commit to upgrades and expenditure schedules upon finalizing the Interconnection Agreement. For projects that have not achieved Major Permit (*e.g.*, siting permitting) approvals at the time of the Interconnection Agreement execution, the expenditure schedule includes providing the Interconnecting Transmission Owner a refundable deposit of 20 percent of the Interconnecting Transmission Owner's total costs for the Interconnection Facilities and Network Upgrades, together with a commitment to a schedule for completion of Major Permits. In practice, this deposit is not applicable relative to upgrades subject to the Interconnection Customer's option to build as, with respect to those upgrades, the Interconnecting Transmission Owner does not have the associated construction costs.

With the removal of the limitation relating to the availability of the option to build, the additional milestones help the ISO to understand the Interconnection Customer's commitment toward achieving interconnection, and better ensure that the option is not being exercised to avoid deposit requirements when there is no immediate intent to move forward with development. The proposed variation meets the Commission's objective of providing the Interconnection Customer control over the schedule for the design and construction of the facilities, while balancing the ISO's interest in ensuring that projects continue to move toward interconnections without increasing uncertainties for other projects in the queue.

Recognizing the additional milestones in Article 5.2(1), the Filing Parties also propose to clarify in Article 5.2(5) that the changes in the construction schedule would now be updates to the dates provided pursuant to Article 5.2(1). The Filing Parties also revise Articles 5.2 (9) and (10) to clarify the timing for the already required transfer of ownership and control of the Interconnection Customer-built Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades. The proposed revisions clarify that the transfer of ownership and control of those facilities must occur prior to the In-Service Date, so that the facilities are fully under the ISO's Operational Authority before they are ready to be used to obtain backfeed power.[43]

*b. Upgrades Not Subject to the Option to Build*

Order No. 845-A further revises the Stand Alone Network Upgrade definition to:

> require that, when there is a disagreement, a transmission provider must provide the interconnection customer a written explanation within fifteen days of its determination that outlines the technical reasons why it does not consider a network upgrade to be a stand alone network upgrade.

[42] *See* FCM/Queue Amendments, Transmittal Ltr. at 40-43.

[43] *See* Order No. 2003 at P 362. For the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to be under ISO-NE's Operational Authority and be part of the Administered Transmission System, they must be owned by a PTO under the TOA. Additionally, without that transfer in ownership, ISO-NE cannot administer interconnection to those facilities.

The Filing Parties propose to revise the Stand Alone Network Upgrade definition in Section 1 of the ISO-NE LGIP and Article 1 of the ISO-NE LGIA to reflect these revisions. However, the ISO also seeks an independent entity variation to Article 5.1.3 of the ISO-NE LGIA to specify a particular circumstance when the option to build always will be unavailable. The proposed variation is based on, and is intended to address, the disagreements already experienced in New England that could become more prevalent with the removal of the Order No. 2003 option to build trigger.[44]

Specifically, the Filing Parties propose to revise Article 5.1.3 of the ISO-NE LGIA to explicitly exclude from the Option to Build Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades that, while ordinarily could be classified as Stand Alone Network Upgrades or Interconnecting Transmission Owner's Interconnection Facilities, do not qualify for the Option to Build because their specific installation or construction requirements always will be considered to impact the operation of the Transmission Owner's system. Specifically, Article 5.1.3 provides that if a Stand Alone Network Upgrade or Interconnecting Transmission Owner's Interconnection Facility involves the moving or outage of existing, in-service transmission equipment – except for the outage necessary to connect or tie-in the upgrades to the existing system – they are not eligible for construction by the Interconnection Customer. As an example, a new line that ordinarily qualifies as an Interconnecting Transmission Owner's Interconnection Facility or Stand Alone Network Upgrade would not be eligible for the Option to Build when the new line needs to be installed in an existing right-of-way ("ROW") of the Transmission Owner and the installation requires the dismantling, moving and rebuilding of an existing line on the same ROW, regardless of whether or not that new line is located beyond the Point of Interconnection. The extent of required coordination of the outages of the existing line and the safety concerns regarding the construction and installation of the new line in the same ROW are such that the day-to-day operations of the Transmission Owner always would definitely be affected.

Article 5.1.3 reflects this proposed variation as follows:

> Interconnection Customer shall have the option to assume responsibility for the design, procurement, and construction of <u>new</u> Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2<u>; provided that the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades do not involve the moving or outage of existing transmission equipment (except for the outage necessary to tie-in the completed Interconnecting Transmission Owner's Interconnection Facility and Stand Alone Network Upgrade to the existing system), in which case the Option to Build is not available</u>.

[44] *See ISO New England Inc.* 162 FERC ¶ 61,058 at PP 26-41 (2018).

The proposed variation is consistent with Order No. 845's objective to increase transparency by clearly identifying a specific circumstance where the option to build never will be available.[45]

Additionally, the Filing Parties propose two conforming changes in the Stand Alone Network Upgrades definition. First, consistent with Order No. 845-A's clarification that "the option to build does not apply to stand alone network upgrades on affected systems," the Filing Parties propose to delete the "Affected System" from the list parties that must mutually agree to the identification of an upgrade as stand alone.[46] Second, the Filing Parties propose to revise the Stand Alone Network Upgrades definition to specify the fifteen day period for the System Operator to provide a written explanation for why an upgrade is not considered a Stand Alone Network Upgrade is 15 "Business Days" (as opposed to Calendar Days), consistent with the construct of the ISO-NE LGIP and LGIA, which generally specifies Business Days for time periods that are less than 30 days.

*c. Recovery of Oversight Costs*

In Order No. 845-A, the Commission granted rehearing to "allow transmission providers to recover oversight costs related to the interconnection customer's option to build."[47] Specifically, the Commission "revise[d] article 5.2 of the *pro forma* LGIA to include a placeholder for transmission providers to recover the costs of executing the responsibilities enumerated for transmission providers in that same article."[48] Rather than include the placeholder amount, to be divided on a monthly basis and recovered from the Interconnection Customer, the Order No. 845 Revisions propose to charge an Interconnection Customer for actual costs incurred by the Interconnecting Transmission Owner to execute the responsibilities enumerated in Article 5.2 of the ISO-NE LGIA. Additionally, rather than being charged monthly on a levelized basis as specified in the *pro forma*, the Order No. 845 Revisions propose to charge for those costs consistent with Article 12 of the ISO-NE LGIA where the spending and, therefore collection of fees, would presumably ramp up over the course of construction, subject to the audit and dispute resolution provisions in Article 12.

Recovering actual oversight costs from an Interconnection Customer when it exercises the option to build is just and reasonable, and consistent with how all other interconnection-related costs are recovered in the ISO-NE region. As discussed *supra* note 20 (and accompanying text), in New England, Interconnection Customers do not pay for regional network transmission service. As

[45] The variance to Article 5.1.3 is not intended to indicate the only conditions that would qualify as "affecting day-to-day operations of the Transmission System during construction," and thus disqualify facilities from the Option to Build. Rather, it is intended to indicate two specific conditions that, even if under all other circumstances a facility might qualify as a Stand Alone Network Upgrade or an Interconnection Facility eligible for the Option to Build, the option never would be available due to the impact its construction or installation would have on the system.

[46] *See* ISO-NE LGIP at § 1 (deleting from Stand Alone Network Upgrades definition "and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements"). *See also*, ISO-NE LGIA at Art. 1 (definition of Stand Alone Network Upgrades).

[47] Order No. 845-A at P 4.

[48] *Id*. P 75.

NEPOOL has explained to the Commission in the past as a basis for seeking deviations from the *pro forma* LGIA on transmission costs and credits, "generators do not pay for transmission service, so there are no transmission charges against which a credit contemplated by the *pro forma* LGIA could be applied."[49] Because these cost allocation mechanisms "were established after lengthy litigation that need not (and should not) be revisited," NEPOOL has argued, and the Commission has agreed, that it is appropriate to permit New England to continue its own pricing approach.[50] The same logic applies here, where recovery of only actual oversight costs incurred is inherently reasonable and consistent with New England's Commission-approved market design.[51]

Additionally, requiring Interconnection Customers to pay only actual oversight costs satisfies the Commission's requirement that deviations be "consistent with or superior to" the *pro forma* LGIA. First, Interconnection Customers will benefit from this structure because they will avoid paying more than the actual costs of oversight, in contrast with paying a negotiated amount that could exceed actual costs incurred. Similarly, the timing of payment of any oversight costs will more closely track the financing and construction of a Large Generating Facility, thereby reducing the risk of a developer paying a monthly fee for oversight costs that are never incurred because a project for whatever reason does not go forward. Second, by committing to charge only actual costs incurred, Interconnection Customers will have the benefit of ISO-NE LGIA Article 12, whereby they will receive a final accounting that reconciles the costs of the oversight activities with any amounts collected, and a right to dispute any charges they question. Third, providing for the charging of actual oversight costs at the outset has numerous benefits to the ISO-NE interconnection process. Like other independent entity variations approved for New England, this provision will facilitate the orderly development and execution of LGIAs by providing a consistent approach across the region and reducing the risk of protracted negotiations (or the filing of unexecuted LGIAs), inserting inefficiencies in the interconnection process.[52]

### 2. Dispute Resolution

To further improve certainty for Interconnection Customers, Order No. 845 revises Section 13.5.5 of the *pro forma* LGIP to incorporate alternative non-binding dispute resolution procedures where a party can request that a neutral decision-maker can provide a decision regarding the dispute, which can be used as input to subsequent steps in the dispute resolution process.[53] The Order No. 845 Revisions incorporate the *pro forma* LGIP revisions in Section 13.5.5 of the ISO-NE LGIP, with limited variations under the independent entity standard that are necessary to recognize the three-party

[49] Order No. 2003 Compliance Order, at P 84.

[50] *See id*. PP 84-85.

[51] *See* Schedule 11, Section (2) of ISO-NE OATT that provides: "One hundred percent of Direct Interconnection Transmission Costs shall be the responsibility of the Generator Owner . . . ".

[52] *See, e.g., supra* notes 31-33 and accompanying text (discussing the 2016 Improvements).

[53] *See* Order No. 845 at P 133.

construct of the ISO-NE LGIA. Unlike the *pro forma* LGIP, the ISO-NE LGIP includes ISO-NE as the System Operator, the respective PTO as Interconnecting Transmission Owner, and the Interconnection Customer. Although disputes seldom arise in New England, they can arise as between or among any of these three parties. Accordingly, the term "Transmission Provider" has been replaced with the words "the other Parties," throughout the provision except with respect to the requirement to appoint a neutral decision-maker, in which case, the term has been replaced with "System Operator," as the ISO is the appropriate party to carry out this responsibility given its role as the RTO with responsibility of administering the interconnection procedures. Consistent with the three-party construct, references to "either Party" also have been replaced with "the Parties."

### 3. Identification and Definition of Contingent Facilities

To promote more informed interconnection decisions, Order No. 845 adopts the reforms requiring transmission providers to provide more information on Contingent Facilities.[54] To that end, Order No. 845 revises Section 1 of the *pro forma* LGIP to add "Contingent Facilities" as a new defined term, and incorporates a new Section 3.8 requiring transmission providers to publish a method for identifying Contingent Facilities in their LGIPs.[55] Pursuant to new Section 3.8, transmission providers must provide a method for identifying Contingent Facilities that will be provided to Interconnection Customers at the conclusion of the Interconnection System Impact Study for inclusion in the Interconnection Agreement.[56] Section 3.8 also requires transmission providers to provide, upon the Interconnection Customer's request, the estimated network upgrade costs and estimated in-service completion time associated with each identified Contingent Facility when such information is readily available and not commercially sensitive.[57]

The Order No. 845 Revisions reflect, in Section 1 of the ISO-NE LGIP and Article 1 of the ISO-NE LGIA, the addition of "Contingent Facilities" as a new defined term, and a new Section 3.8 in the ISO-NE LGIP, which specifies the ISO's process for identifying Contingent Facilities. As the ISO-NE NOPR Comments explained, ISO-NE was already providing Interconnection Customers information about Contingent Facilities identified during the evaluation of their respective Interconnection Requests, and memorializing them in the Interconnection Study reports or in the Interconnection Agreements.[58] Accordingly, while the proposed definition of "Contingent Facilities" and the new Section 3.8 provision closely echo the *pro forma* language, they necessarily deviate to reflect the methodology the ISO has been successfully implementing for identifying Contingent Facilities, which accounts for the long-standing cost allocation arrangements in the region.

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[54] *See id*. at P 199.

[55] *See id*.

[56] *See id*.

[57] *See id*.

[58] *See* ISO-NE NOPR Comments at 23-25.

Under the ISO-NE LGIP, the Queue Position assigned to a valid Interconnection Request determines the cost responsibility for facilities necessary to accommodate the Interconnection Request based on the cost allocation methodology set out in Schedule 11 of the OATT.[59] Currently, Section 5 of Schedule 11 allocates all costs of interconnection that "would not have been incurred *but for* the interconnection" to the respective Interconnection Customer, "provided that, if the ISO determines that a particular Upgrade provides benefits to the system as a whole as well as to particular parties, then the costs of such Upgrade shall be allocated in the same way as Reliability Transmission Upgrades." Pursuant to Schedule 11 and, as detailed in ISO New England Planning Procedure 4-1, *Implementation of Cost Responsibility Determination for Schedule 11 Category C Project Transmission Upgrades in Circumstances of Multiple Needs*, for an interconnection-related upgrade to be found to provide benefits to the system, it must already be identified as a solution in the Regional System Planning Process.[60] Therefore, there are only two types of facilities that may qualify as Contingent Facilities: (i) upgrades that are required to accommodate a higher-queued Interconnection Request; or (ii) upgrades that have been identified as planned or proposed for the New England Transmission System in the Regional System Plan.

Accordingly, the Filing Parties propose to revise the *pro forma* definition of Contingent Facilities to explicitly capture these upgrades:

> Contingent Facilities shall mean those unbuilt Interconnection Facilities and Network Upgrades <u>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</u> 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 cost and timing.

Additionally, the Filing Parties propose to revise the language in Section 3.8 of the *pro forma* LGIP to provide more specificity as to the method for identifying Contingent Facilities. Specifically, to identify Contingent Facilities, the ISO will:

> <u>evaluate Interconnection Facilities and Network Upgrades associated with an Interconnection Request with a higher Queue Position and the list of transmission projects planned or proposed for the New England Transmission System to identify</u>

[59] For reference, Schedule 11 was initially accepted by the Commission in *New England Power Pool*, 85 FERC ¶ 61,141 (1998), *order on reh'g.*, 87 FERC ¶ 61,043 (1999). The Schedule 11 cost allocation methodology was upheld by the Commission in *New England Power Pool*, 95 FERC ¶ 61,383 (2001) and *New England Power Pool*, 91 FERC ¶ 61,311 (2000), *order on reh'g.*, 95 FERC ¶ 61,384 (2001). The cost allocation was preserved in the Order No. 2003 compliance. *See* Order No. 2003 Compliance Order at PP 84-85.

[60] *See* ISO New England Planning Procedure 4-1, available on the ISO website at https://www.iso-ne.com/static-assets/documents/2017/09/pp4_1_rev_2.pdf. *See also* Order No. 845 at P 200 (providing implementation details may be published in business practice manuals); *ISO New England Inc.*, 133 FERC ¶ 61,229 (2010), *order on reh'g*, 137 FERC ¶61,112 (2011).

> 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.

Any Contingent Facilities that are identified during the evaluation, including the studies, of an Interconnection Request will be memorialized in the Interconnection System Impact Study or the Interconnection Agreement for the Large Generating Facility. Identifying Contingent Facilities in the Interconnection Agreement allows for the identification of transmission projects that are added to the project list after the study is complete.[61] Finally, estimated costs and in-service completion times associated with Contingent Facilities, which currently are generally available in the Interconnection Study reports for the previously-queued project identified as primarily responsible for the costs of the facilities, will be made available upon request and subject to Critical Energy Infrastructure Information ("CEII") requirements, on the ISO's website.

### 4. Transparency Regarding Study Models and Assumptions

To promote more informed interconnections, Order No. 845 revises Section 2.3 of the *pro forma* LGIP to require transmission providers to maintain base case data, including network models and underlying assumptions, on either its OASIS site or a password-protected website.[62] As revised, Section 2.3 provides "such network models and underlying assumptions should reasonably represent those used during the most recent interconnection study and be representative of current system conditions."[63] If the transmission provider maintains the information on a password protected website, Section 2.3 also requires transmission provider have a link to the information on its OASIS site.[64]

The Order No. 845 Revisions incorporate the *pro forma* LGIP revisions in Section 2.3 of the ISO-NE LGIP, which include certain variations proposed under the "independent entity variation" standard that are necessary to reflect current practices, as well as non-substantive conforming changes.

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[61] *See* PP4-1 at 4:

> If the upgrade needed for the Capacity Capability Interconnection Standard or the Network Capability Interconnection Standard . . . in connection with a Category C Project is the same, or is similar to and provides a similar system benefit (a "Similar Upgrade"), in whole or in part, as a Transmission Upgrade included in the RSP or RSP Project List for Reliability, Economic or Public Policy reasons with a "Planned" or "Proposed" status before the Interconnection Agreement is finalized, the cost (or the applicable portion of the cost) of the Generator Interconnection Related Upgrade or Elective Transmission Upgraded related upgrade will be paid for under Schedule 2 . . . of the OATT.

[62] *See* Order No. 845 at P 236.

[63] *Id*.

[64] *See id*. at P 238.

First, consistent with current practices, the Filing Parties propose to revise the *pro forma* language to reflect the ISO's current system for maintaining and providing access to Base Case Data, including network models and underlying assumptions. To protect confidentiality, this data is currently maintained on a secured location on the ISO's website and access to that secured location is provided through digital certificates upon the completion of the applicable information request process.[65] Second, the Filing Parties propose to revise the *pro forma* language to clarify that the "current system conditions" represented in the network models are based on those known "as of the most recent Interconnection Study." This practice is consistent with Order No. 845-A, which clarified that network model information will reflect the system conditions as of the most recent interconnection study performed.[66]

Next, the Filing Parties propose ministerial conforming and other clean-up changes.[67] Specifically, given the responsibility for maintaining the Base Case Data on a secured location falls with the ISO, the Filing Parties propose to delete the reference to the "Interconnecting Transmission Owner and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes and confidentiality requirements" from the first sentence in Section 2.3. The Filing Parties also propose to move the provisions regarding OASIS posting requirement and the release of confidential information pursuant to confidentiality agreements into a new, separate paragraph in Section 2.3 to improve readability.

### 5. Definition of Generating Facility

Consistent with the Commission's reforms in Order No. 792, pertaining to the interconnection procedures and agreements for Small Generating Facilities,[68] Order No. 845 revises the definition of "Generating Facility" in Section 1 of the *pro forma* LGIP and Article 1 of the *pro forma* LGIA to

[65] For the protection of the power system, access to materials deemed CEII is restricted. Following the completion of the applicable process, access to CEII materials is provided through individual-specific digital certificates issued by ISO-NE. A digital certificate is an electronic key that serves to identify the person and provides that person access to the specific ISO-NE application, software, or database hosting the requested information or data. Digital certificates are safer and more secure in that they allow for better tracking of who is accessing the data, and they are less burdensome because the customer does not need to track and update its passwords. The process for requesting and accessing CEII materials is detailed on the ISO-NE website, https://www.iso-ne.com/participate/support/request-information/. Additional information on digital certificates is available at https://www.iso-ne.com/participate/support/faq/certificates.

[66] *See* Order No. 845-A at P 88 (clarifying, "the phrase 'current system conditions' does not require transmission providers to maintain network models that reflect current real-time operating conditions of the transmission provider's system. Instead, the network model information should reflect the system conditions currently used in interconnection studies.").

[67] The term "Interconnection Service Requests" has been replaced with "Interconnection Request" in Section 3.5.2.3 of the ISO-NE LGIP to match the defined term in the ISO-NE LGIP.

[68] *See Small Generator Interconnection Agreements and Procedures*, Order No. 792, 145 FERC ¶ 61,159 at (2013), *order on clarification*, Order No. 792-A, 144 FERC ¶ 61,214 (2014).

specifically include electric storage devices.[69] In compliance with Order No. 845, the Filing Parties have revised the definition of "Generating Facility" in Section 1 of the ISO-NE LGIP and Article 1 of the ISO-NE LGIA to precisely match the revisions adopted in Order No. 845.[70]

### 6. Reporting Requirements for Aggregate Study Performance

To increase transparency of Interconnection Study completion timeframes, Order No. 845 modifies the *pro forma* LGIP provisions on OASIS Posting to institute new quarterly reporting requirements for transmission providers to report on Interconnection Study performance data on their OASIS sites or public websites, and file informational reports with the Commission if the transmission provider exceeds its Interconnection Study deadlines for more than 25 percent of any study type for two consecutive quarters.[71] More specifically, Order No. 845 revised the *pro forma* LGIP to add new Sections 3.5.2, 3.5.3 and 3.5.4. Sections 3.5.2 and 3.5.3 contain new requirements for the transmission provider to maintain on its OASIS or its public website summary statistics related to processing Interconnection Studies, which must be updated within 30 days of the end of a calendar quarter and retained for three calendar years, with the first required reporting year being 2020. Section 3.5.4 sets out the requirements for the informational reports triggered if the transmission provider exceeds its Interconnection Study deadlines for more than 25 percent for two consecutive calendar quarters. Under this new provision, the transmission provider must submit a report to the Commission describing the basis for each study that exceeds its deadline, the reasons for the delay, and any steps to remedy the issue and prevent such delays in the future. The report must be filed within 45 days of the end of the calendar quarter, and the transmission provider must continue to report the information until it reports four consecutive quarters without the delayed amounts exceeding 25 percent in two consecutive quarters. Section 3.5.4 also requires the transmission provider to aggregate the total number of employee/consultant hours expended towards Interconnection Studies in that quarter and post information on its website within 30 days of the end of the quarter.

The Order No. 845 Revisions incorporate the *pro forma* revisions in new Sections 3.5.2, 3.5.3 and 3.5.4 of the ISO-NE LGIP, with limited variations proposed under the "independent entity variation" standard that are necessary to facilitate the reporting obligations.[72] As currently reflected in

[69] *See* Order No. 845 at P 275.

[70] The Filing Parties also have revised Appendix 1, Interconnection Request, of the ISO-NE LGIP to add a new section under the "Generating Facility" information for Interconnection Customer to complete with energy storage device information. This is consistent with the changes made in the Small Generator Interconnection Request, as part of the Order Nos. 792 and 792-A compliance. *See* Amendments to the ISO New England Inc. Transmission, Markets and Services Tariff in Compliance with Order Nos. 792 and 792-A, Docket No. ER14-2583 (filed Aug. 4, 2014).

[71] *See* Order No. 845 at P 305.

[72] In a separate, but concurrent FPA Section 205 filing, ISO-NE is proposing revisions to Schedule 22 of the OATT to: (1) reduce the scope of the Interconnection Feasibility Study, and (2) increase the prescribed timeframes for completing the Interconnection Feasibility Study and the Interconnection System Impact Study (the "Study Revisions"). The Study Revisions are intended to better align the interconnection study timelines with the expected duration of the interconnection study efforts given the scopes of work involved. This, in turn, will provide the

Sections 3.6 (previously, 3.5), 6.1, 7.2, and 8.1 of the ISO-NE LGIP, Interconnection Studies in New England are also supported by, and include the costs of, the Interconnecting Transmission Owner and Affected Parties. To facilitate the data aggregation required under Section 3.5.4(ii), the ISO is revising Sections 3.6, 6.1, 7.2, and 8.1 of the ISO-NE LGIP to add an invoicing format requirement for the Interconnecting Transmission Owner and Affected Parties. The revisions reflected in Sections 3.6, 6.1, 7.2 and 8.1 of the ISO-NE LGIP require the Interconnecting Transmission Owner and any Affected Party participating in an Interconnection Study to submit their invoices to the ISO on a monthly basis and in the form and format specified by the ISO. Such invoices must include all employee and third-party hours expended toward the Interconnection Studies.

### 7. Requesting Interconnection Service Below Generating Facility Capacity

In furtherance of reforms to enhance the interconnection process, Order No. 845 revises Sections 3.1, 6.3, 7.3, 8.2, and Appendix 1 of the *pro forma* LGIP (which contains the Interconnection Request form) to allow Interconnection Customers to submit Interconnection Requests for Interconnection Service that is lower than full Generating Facility capacity, recognizing the need for proper control technologies and penalties to ensure that the Generating Facility does not inject energy above the requested level of service.[73] Specifically, Order No. 845 revises Section 3.1 and Appendix 1 of the *pro forma* LGIP to require the transmission provider to have a process to consider requests for Interconnection Service below the Generating Facility capacity. Additionally, Order No. 845 revises Sections 6.3, 7.3 and 8.2 to provide for the requests for Interconnection Service to be studied at the level of requested Interconnection Service for purposes of identifying Interconnection Facilities, Network Upgrades, and their associated costs.[74] Order No. 845, however, provides that a transmission provider may perform other studies, at the Interconnection Customer's expense, at the full generating capacity to ensure the safety and reliability of the system.[75] Finally, Order No. 845 revises Sections 4.4.1 and 4.4.2 of the *pro forma* LGIP to establish the circumstances in which an Interconnection Customer may submit a request to change its Interconnection Request to reduce the level of requested Interconnection Service.[76] Under these revisions, an Interconnection Customer may do so in the same manner as it currently can reduce its requested Generating Facility capacity – namely, by revising its Interconnection Request prior to returning an executed Interconnection System Impact Study Agreement pursuant to Section 4.4.1 of the *pro forma* LGIP and prior to returning its executed Interconnection Facilities Study Agreement pursuant to Section 4.4.2.[77]

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Commission with more meaningful data when the ISO posts interconnection study completion timeframe statistics in compliance with Order No. 845.

[73] *See* Order No. 845 at P 367.

[74] *See id*. at P 383-384.

[75] *See id*.

[76] *See id*. at P 405.

[77] *See id*. at P 406.

The Filing Parties propose to comply with the Order Nos. 845 requirements by formalizing in the ISO-NE LGIP the process for Interconnection Customers to request Interconnection Service below the proposed Generating Facility's full capability. The Order No. 845 Revisions incorporate this process in Sections 3.1, 4.4.1, 6.3, and 7.2, and Appendix 1 of the ISO-NE LGIP. While the ISO-NE LGIP revisions closely follow the *pro forma* language adopted in Order Nos. 845 and 845-A, they reflect "independent entity variations" that are necessary to align these enhancements with previously-accepted variations. The revisions also add more specificity to the process and the scope of the evaluation to provide greater clarity to customers.

First, the Filing Parties propose to delete the words "have a process in place" from the first sentence in Section 3.1 of the *pro forma* LGIP. Section 3.1 of the *pro forma* LGIP calls for the transmission provider to have a process in place for considering Interconnection Requests for Interconnection Service below the proposed Generating Facility's capability. Because the proposed Section 3.1 of the ISO-NE LGIP lays out the process itself, indicating that the transmission provider shall have a process in place is unnecessary.

Second, in order to preserve the gains realized by the 2016 Improvements described earlier, the Filing Parties propose to revise Sections 3.1 of the *pro forma* to specify that the Interconnection Customer must propose the control technology along with the request for Interconnection Service below the Generating Facility's capability.[78] The Order No. 845 Revisions reflect this change in Section 3.1 of the ISO-NE LGIP: "An Interconnection Customer that submits an Interconnection Request for Interconnection Service below the Large Generating Facility capability shall include in the Interconnection Request the proposed technologies to restrict the Large Generating Facility's output to the requested Interconnection Service levels."[79] Identification of the control technology must be part of the Generating Facility's design, and not be left to be identified or designed as part of the Interconnection Studies to avoid the introduction of additional Interconnection Study delays. Such an outcome would run counter to the region's 2016 Improvements, which require Interconnection Customers to engage in upfront design work in preparation for the Interconnection Studies to reduce the time to complete the studies, which, before the improvements, were being used as vehicles for project design and modifications on the Interconnection Customer's side of the Point of Interconnection.[80] Requiring Interconnection Customers to include the proposed control technologies as part of their Interconnection Request pursuant to Section 3.1 or as part of their request to reduce

[78] *See* ISO-NE Comments at 41-42. The proposed control technologies also must be provided along with Interconnection Customer's request to reduce the requested level of Interconnection Service before the Interconnection System Impact Studies begins, pursuant to Section 4.4.1 of the ISO-NE LGIP.

[79] *See also* ISO-NE LGIP at § 4.4.1 (reflecting corresponding change).

[80] *See* 2016 Improvements, Transmittal Ltr. at 19-20 (adding technical data requirements for wind and inverter-based generators, including detailed project descriptions, models and other documentations, that are designed to increase their readiness to initiate study analysis and reduce the time to complete the studies). *See also* Order No. 845 at P 396 (concurring "with ISO-NE's argument that any control technologies proposed by the interconnection customer to restrict generating facility's output to the requested interconnection service levels must be identified in the project description at the beginning of the study process.").

output before the Interconnection System Impact Study begins pursuant to Section 4.4.1, however, does not preclude the ISO from identifying additional control technologies pursuant to Article 6 of the ISO-NE LGIA.

Third, to increase transparency, the Filing Parties propose to specify in Section 3.1, and corresponding Sections 4.4.1, 6.3 and 7.2, that the ISO's evaluation of the request for Interconnection Service below the proposed Generating Facility's capability will be studied at the requested Interconnection Service level for purposes of identifying the upgrades required to accommodate the service requested, and at the Generating Facility's full output for purposes of assessing the effectiveness of the control technology as well as the safety and reliability of the system. Studying the effectiveness of the control technology ensures that the system is not adversely impacted by the injection of more generation than the amount of the requested Interconnection Service. To achieve this, the Filing Parties propose to revise Section 3.1 of the *pro forma* as follows:

> These requests for Interconnection Service shall be studied at the level of Interconnection Service requested for purposes of Interconnection Facilities and Network Upgrades, and the requests shall ~~but may~~ be ~~subject to other~~ studied~~s~~ at the full Generating Facility ~~Capacity~~ capability to ensure 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 the Interconnection Customer.

Sections 4.4.1, 6.3 and 7.2 have been revised consistently.[81] Given the addition of this specificity in the ISO-NE LGIP, the Filing Parties also propose to delete the following sentences from Section 3.1 as unnecessary:

> If after the additional studies are complete, Transmission Provider determines that additional Network Upgrades are necessary, then Transmission Provider must: (1) specify which additional Network Upgrade costs are based on which studies; and (3) provide a detailed explanation of why the additional Network Upgrades are necessary. Any Interconnection Facility and/or Network Upgrade costs requires for safety and reliability also will be borne by the Interconnection Customer.

Including this sentence in the ISO-NE LGIP is unnecessary, as ISO-NE will be identifying only the Network Upgrades that are necessary to accommodate the proposed Generating Facility at the requested Interconnection Service level.[82]

[81] The Order No. 845 Revisions to reflect the changes made in Section 4.4.2 of the *pro forma* LGIP, as the ISO-NE LGIP does not contain a corresponding provision. Under the ISO-NE LGIP, Interconnection Customers have the option of waiving the Interconnection Facilities Study and electing expedited interconnection. This allows Interconnection Customers to move through the interconnection process expeditiously. *See* November 2005 Filing, Transmittal Ltr. at 8-9. For this same reason, the Order No. 845 Revisions do not reflect the revisions to Section 8.2 of the *pro forma* LGIP.

Finally, the Filing Parties propose clarifying or clean-up changes that are necessary to facilitate Interconnection Customers' requests for Interconnection Service at a level less than the proposed Generating Facility's full output. Specifically, the Filing Parties propose to revise the definitions of "Network Resource Capability" and "Network Resource Interconnection Service" in Section 1 of the ISO-NE LGIP and Article 1 of the ISO-NE LGIA.[83] The current "Network Resource Capability" definition mistakenly references a "gross" value at the Point of Interconnection. To correct this error, the "Network Resource Capability" definition is being revised to delete the reference to "gross." With this change, the definition only references the "net" megawatt output, which is the value measured at the Point of Interconnection where Interconnection Service commences.[84] The "Network Resource Interconnection Service" definition is being revised to clarify that the Network Resource Interconnection Service will be offered at the amount of Network Resource Capability "requested under Section 3.1 of the ISO-NE LGIP," in order to recognize that the requested amount may be less than the full output of the unit. Lastly, the Filing Parties add entry fields in the Interconnection Request form in Appendix 1 of the ISO-NE LGIP (Interconnection Request form) to facilitate Interconnection Customer's identification of the specific values being requested for Interconnection Service compared with the actual capability of the facility.

### 8. Provisional Interconnection Service

To further enhance the interconnection process, Order No. 845 revises Section 1 of the *pro forma* LGIP and Articles 1 and 5.9.2 of the *pro forma* LGIA to allow Interconnection Customers to enter into provisional agreements for limited Interconnection Service prior to the completion of the full interconnection process.[85] Order No. 845 revises Section 1 of the *pro forma* LGIP and Article 1 of the *pro forma* LGIA to add "Provisional Interconnection Service" and "Provisional Large Generator Interconnection Agreement" as new defined terms.[86] It also adds new Article 5.9.2 to the *pro forma* LGIP to set out the requirements for transmission providers to provide provisional interconnection service and the corresponding responsibilities of the Interconnection Customer.[87]

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[82] If the Interconnection Customer requests Interconnection Service below its Generating Facility's full capability, the Generating Facility will be studied at its full generating capability to determine the effectiveness of the proposed control technologies, and not for the purpose of determining the necessary upgrades.

[83] Section 3.2.2.1 of the ISO-NE LGIP also has been revised to delete "gross and," consistent with the revisions to the Network Resource Capability definition.

[84] This proposed change is consistent with Order No. 2003's *pro forma* definition of "Generating Facility Capacity" – "the *net* capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple production devices."

[85] *See* Order No. 845 at P 438.

[86] *See id*.

[87] *See id*.

The Order No. 845 Revisions incorporate in the ISO-NE LGIP the *pro forma* revisions, with "independent entity variations" that are necessary to account for existing constructs previously-accepted for inclusion in Schedule 22 of the OATT. Specifically, the Filing Parties propose to revise the *pro forma* definition for "Provisional Interconnection Service" to make clear that this service is available for energy-only interconnections (*i.e.*, NRIS) given New England's unique methodology for allocating CNRIS. As described in Section II.B of this transmittal letter, CNRIS can only be achieved through a resource's successful participation in the FCM; the level at which CNRIS is offered (*i.e.*, the CNR Capability) is based on the Interconnection Customer's Capacity Supply Obligation obtained through the FCM. The Interconnection Customer must complete the FCM-related milestones to meet the requirements of CNR Capability, and complete all of the upgrades to ensure its deliverability to the system in accordance with the FCM rules.[88]

Next, the Filing Parties propose to revise Section 5.9.2 of the *pro forma* LGIA to provide that Provisional Interconnection Service must be requested before the Interconnection System Impact Study begins. This change is appropriate because, unlike the *pro forma* LGIP, Section 7.5 of the ISO-NE LGIP provides Interconnection Customers with the option to waive the Interconnection Facilities Study and elect an *expedited* interconnection after completing the Interconnection System Impact Study. When the Interconnection Customer elects an expedited interconnection, it immediately proceeds to negotiating the actual LGIA (as opposed to a provisional form of the LGIA), pursuant to which it may request to interconnect under short-term limited operation prior to the completion of certain upgrades to the extent safe and reliable.[89] With the LGIA in place, Interconnection Customer will be able to achieve Commercial Operation with limited operation conditions that will be lifted upon completion of the construction of the all the upgrades required to accommodate the Interconnection Request.

Also, the Filing Parties propose revisions to the "Provisional Interconnection Service" definition to make clear that this service is only available "on a limited and temporary basis", consistent with the clarifications provided in Order No. 845.[90] Lastly, to further avoid any confusion, the Filing Parties also propose to revise the *pro forma* language to make clear in Article 5.9.2 of the ISO-NE LGIP that "Provisional Interconnection Service is an optional procedure and it will not alter

[88] *See* Tariff at § III.13.3.8. *See also ISO New England Inc.*, 165 FERC ¶ 61,137 at PP 25-26. Notably, under New England's CNRIS construct, Interconnection Customers can achieve Capacity Network Resource status ahead of higher-queued projects. This is because CNRIS is allocated based on a "first-cleared, first-served" construct. Under this approach, an Interconnection Customer's CNR Capability is determined upon becoming an Existing Generating Capacity Resource, in accordance with the FCM rules, for an amount equal to its Capacity Supply Obligation, and service commences upon the resource's completion of all upgrades ensuring its deliverability. Further, an Interconnection Customer requesting CNRIS may come on-line as a Network Resource and begin receiving NRIS before completing the CNRIS requirements. *See* ISO-NE LGIP at § 3.2.1.1.

[89] *See* ISO-NE LGIA at Art. 5.9.

[90] *See* Order No. 845 at P 439 (clarifying, Provisional Interconnection Service "is only available to interconnection customers awaiting completion of the full interconnection process and will terminate upon completion of construction of interconnection facilities and network upgrades.").

the Interconnection Customer's Queue Position and associated cost and upgrade responsibilities." Order No. 845 is clear that the Interconnection Customer assumes all risk and liabilities with respect to changes between the provisional agreement and the LGIP. These revisions, however, are warranted to provide clarity to Interconnection Customers regarding the basis for their upgrade and cost responsibilities, which, in New England, is the Queue Position assigned pursuant to Section 4.4 of the ISO-NE LGIP.

### 9. Revisions for Surplus Interconnection Service

#### *a. New England's Interconnection Framework Warranting Independent Entity Variations*

Order No. 845 revises the *pro forma* LGIP and *pro forma* LGIA to require transmission providers to create an expedited process outside of the interconnection queue that enables a new Interconnection Customer to utilize unused capability at an existing Interconnection Customer's Large Generating Facility.[91] Specifically, Order No. 845 revises Section 1 of the *pro forma* LGIP and Article 1 of the *pro forma* LGIA to add a definition for "Surplus Interconnection Service," and incorporates a new Section 3.3 in the *pro forma* LGIA to establish the process for an existing Interconnection Customer to utilize or transfer Surplus Interconnection Service at the same Point of Interconnection of its existing, commercial Large Generating Facility, and for the transmission provider to evaluate the request. This new provision further provides for the existing Interconnection Customer or its affiliate to have priority to use this service, but if they do not exercise this priority, the service may be made available to other potential Interconnection Customers of the existing Interconnection Customer's choosing.[92] Section 3.3 further describes studies to support Surplus Interconnection Service requests.

While Order No. 845 adopts new provisions in the *pro forma* LGIP and LGIA for Surplus Interconnection Service, it does not prescribe a specific process by which transmission providers would facilitate its use. Instead, Order No. 845 acknowledges that there are "substantial regional variations in the potential availability of surplus interconnection service and existing or prospective processes that would facilitate its use."[93] It is because such regional variations exist that Order No. 845 permits ISOs and RTOs to seek independent entity variations that meet the Commission's objectives within each region's interconnection framework.[94]

To comply with Order No. 845, the Order No. 845 Revisions incorporate in Sections 1 and 3.3 of the ISO-NE LGIP and Article 1 of the ISO-NE LGIA, a Surplus Interconnection Service construct for existing Interconnection Customers to use or transfer surplus or unused CNRIS or NRIS at their

[91] Order No. 845-A at P 119.

[92] *See* Order No. 845 at P 495.

[93] *Id*. at P 476.

[94] *See* Order No. 845-A at P 43. *See also id*. at P 141.

existing, commercial Large Generating Facility in order to facilitate the interconnection of new facilities at the existing facility's Point of Interconnection. However, the proposed Order No. 845 Revisions necessarily deviate from those adopted in Order No. 845 to account for New England's Interconnection Services and Material Modification constructs, which, from inception, have differed significantly from the Order No. 2003 *pro forma*.

Briefly, in New England, Generating Facility Interconnection Customers have the option of two levels of Interconnection Service – CNRIS and NRIS. These services directly correlate to the Interconnection Customer's desired level of participation in the New England markets, which do not utilize a system of physical rights like the *pro forma* services.[95] CNRIS is available for Interconnection Customers seeking to interconnect their Generating Facilities as Capacity Network Resources in accordance with the Capacity Capability Interconnection Standard[96] up to the Generating Facilities' CNR Capability, which is based on the Generating Facilities' Capacity Supply Obligations obtained in the FCM. NRIS is available to Interconnection Customers that choose not to become Capacity Network Resources. This service allows Interconnection Customers' Generating Facilities to interconnect as a Network Resource in accordance with the Network Capability Interconnection Standard.[97] NRIS allows Interconnection Customers' Generating Facilities to interconnect to the Administered Transmission System and participate in the New England wholesale power markets as "energy-only" resources up to their NR Capability, which is equal to or greater than the CNR Capability. CNRIS and NRIS are available on a continuous basis up to the CNR Capability and NR Capability, respectively, to support the Generating Facilities' participation in the markets, which is based on the resource's offers into the markets and, ultimately, scheduled in real-time based on a security-constrained economic commitment and dispatch system.[98]

Under the ISO-NE LGIP, Interconnection Service (*i.e.*, CNRIS and NRIS) is provided to a specific Generating Facility based on its megawatts and performance characteristics. As not all resources perform the same from a short-circuit, voltage and stability perspective, any changes to the Generating Facility, even where the requested megawatt output for a facility is not increasing, must undergo materiality review to determine whether the changes require a new Interconnection Request.[99] New England's Material Modification provisions have been designed to increase certainty for Interconnection Customers throughout the process and to ensure the timely and orderly

[95] *See* ISO-NE LGIP at §3.2. *See also* FCM/Queue Amendments Order, 126 FERC at PP 13-39.

[96] *See* FCM/Queue Amendments, Transmittal Ltr. at 26-28.

[97] *See id*. at 29-30.

[98] A Network Resource participates in the New England markets based on its offer (Supply Offer and/or self-schedule), which indicates the physical and economic components for the resource for each Operating Day. Network Resources are economically scheduled to provide energy and ancillary services on a security constrained economic dispatch basis using the submitted Supply Offers, bid-in-load, transactions and transmission information through the Day-Ahead Energy Market and Real-Time Energy Market.

[99] *See* ISO-NE LGIP at § 4.4. *See also id*. at § 1 (defining, Material Modification).

administration of the interconnection queue. As detailed in Section III.B.10 of this transmittal letter, the ISO-NE LGIP explicitly defines what constitutes a Material Modification and delineates the process for review and assessment of Material Modification requests, including the types of modifications that automatically trigger a new Interconnection Request.

> As relevant here, under the ISO-NE LGIP, any request to:
>
> increase the energy capability or capacity capability output of an existing Generating Facility above that specified in an . . .existing Interconnection Agreement . . . or as established pursuant to Section 5.2 of this LGIP shall require a new Interconnection Request for the incremental increase and such Interconnection Request will receive the lowest Queue Position available at the time . . ..[100]

Additionally,

> 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

automatically constitutes a Material Modification requiring a new Interconnection Request. [101]

The proposed Surplus Interconnection Service construct incorporated in the ISO-NE LGIP and LGIA has been designed to work with these existing interconnection frameworks. Notably, although the proposed revisions deviate from the *pro forma*, the Surplus Interconnection Service nevertheless achieves Order No. 845's objectives and meets the minimum requirements set forth therein.[102]

[100] *See* ISO-NE LGIP at § 4.4.

[101] *See id*. at § 1 (defining, Interconnection Request and Material Modification).

[102] *See* Order No. 845-A at P 119:

> In Order No. 845, the Commission adopted *pro forma* LGIP and *pro forma* LGIA provisions to enable a new interconnection customer to utilize the unused portion of an existing interconnection's interconnection service within specific parameters. The intent was to reduce costs for interconnection customers and improve wholesale market competition by increasing the utilization of existing interconnection facilities and network upgrades rather than requiring new ones.

*See also id*. at P 140 (summarizing Order No. 845's minimum requirements).

*b. Surplus Interconnection Service Construct*

Consistent with the requirements of Order No. 845, the Order No. 845 Revisions modify Section 1 of the ISO-NE LGIP and Article 1 of the ISO-NE LGIA, and add new Sections 3.3 and 3.3.1 in the ISO-NE LGIP. Like the Order No. 845 *pro forma* revisions, the proposed revisions to the ISO-NE LGIP include a definition of "Surplus Interconnection Service," provide an expedited interconnection process outside of the interconnection queue, allow the Original Interconnection Customer[103] or its affiliates to use Surplus Interconnection Service, allow the Original Interconnection Customer to transfer Surplus Interconnection Service that it or its affiliates does not intend to use, and identify the studies necessary to support the reliable provision of the requested level of Surplus Interconnection Service without the need for additional network upgrades. The provisions differ from those adopted in Order No. 845 in various ways to account for the above-discussed existing interconnection frameworks.

*i. Revisions to Surplus Interconnection Service Definition*

The Filing Parties propose to revise the definition of Surplus Interconnection Service as follows to add more specificity as to the nature of the service, which, in turn, facilitates more informed decisions:

> a form of Interconnection Service that allows an Interconnection Customer to use any Unused Capability ~~unneeded portion~~ of Interconnection Service established in an ~~Large Generator~~ Interconnection Agreement for an existing Generating Facility that has achieved Commercial Operation, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the same Point of Interconnection would remain the same.

The proposed Order No. 845 Revisions make clear that Surplus Interconnection Service is a form of Interconnection Service that relates back to the Interconnection Service under the Original Interconnection Customer's Interconnection Agreement for a facility that is existing and commercial (as opposed to a portion of a facility that was never built).[104] Next, the revisions clarify that the

[103] To provide clarity, the proposed revisions to the ISO-NE LGIP differentiate the existing Interconnection Customer from the entity requesting Surplus Interconnection Service by referring to the former as the "Original Interconnection Customer" and the latter as the "Surplus Interconnection Customer." These references are used here as well.

[104] *See* Order No. 845 at P 490 (explaining:

> While an original interconnection customer could maintain control over a certain amount of interconnection service, that service will be limited to the original interconnection customer's generating facility capacity (which is based on the size of the generating facility it constructs and continues to operate). If the original interconnection customer does not construct the facility that it has represented to the transmission provider . . . the transmission provider may terminate the customer's LGIA in accordance with applicable provisions in its tariff.

*See also* Order No. 845-A at P 146.

amount of Surplus Interconnection Service that is available is the "Unused Capability" (further explained below) of Interconnection Service established in the Interconnection Agreement. The revisions also delete "Large Generator" in order to capture Interconnection Agreements entered into prior to Order No. 2003, or for facilities that were initially interconnected through state interconnection procedures (for example, due to the status of the distribution facility at the time of the request for interconnection) that are participating in the ISO-NE markets.[105] Additionally, the revisions clarify that the Point of Interconnection must be the same as the existing, commercial Large Generating Facility's, consistent with Order No. 845.

Consistent with Order No. 845, the Order No. 845 Revisions provide for the Original Interconnection Customer to stipulate the amount of unused or surplus capability that may be available for use by the Surplus Interconnection Customer's facility.[106] Surplus Interconnection Service, however, must relate back to the Original Interconnection Customer's Interconnection Service (*i.e.*, CNRIS or NRIS) in its Interconnection Agreement.[107] Moreover, as described above, under the ISO-NE LGIP, it is not possible for the Original Interconnection Customer to increase the total Generating Facility capability at a Point of Interconnection without automatically triggering a new Interconnection Request.[108] The Original Interconnection Customer, however, may have an established CNRIS or NRIS that exceeds the Large Generating Facilities' operating capabilities due to

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[105] *See* Tariff at § I.2.2:

> Interconnection Agreement is the "Large Generator Interconnection Agreement", the "Small Generator Interconnection Agreement", or the "Elective Transmission Upgrade Interconnection Agreement" pursuant to Schedules 22, 23 or 25 of the ISO OATT or an interconnection agreement approved by the Commission prior to the adoption of the Interconnection Procedures.

[106] *See* ISO-NE LGIP at § 3.3.1.

[107] *See* Order No. 845 at P 474 (explaining, "surplus interconnection service is inherently derived from an original interconnection customer's interconnection service under its LGIA"). As Order No. 845 further explains, Surplus Interconnection Service is limited in nature. *See id*. at PP 472 and 481.

[108] *See id*. at P 475, noting:

> this Final Rule makes it possible for a surplus interconnection service customer to increase the total generating facility capacity at a point of interconnection, provided that the total combined generating output at the point of interconnection for both the original and surplus interconnection customer is limited to and shall not exceed the maximum level allowed under the original interconnection customer's LGIA.

However, under the existing Material Modification provisions in New England, any request to increase the capabilities established in an Interconnection Agreement automatically triggers a new Interconnection Request even where a limiting device is proposed. The Surplus Interconnection Service reform was not intended as an end run around existing Material Modification frameworks. Indeed, Order No. 845-A at Paragraph 152 explicitly states that Order No. 845 did not alter the existing Material Modification's constructs, which are essential to the timely and orderly administration of the interconnection process. The proposed revisions to Section 3.1 of the ISO-NE LGIP provide the mechanism by which an Interconnection Customer can achieve Interconnection Service at an amount less than its Generating Facility's full capability.

degradation of the facility over time or to the manner in which the facility operates. Therefore, to avoid automatically triggering a new Interconnection Request, the Filing Parties propose to define "unused capability" to refer to the amount of CNRIS or NRIS that is demonstrably no longer being used (and has not been retired). Specifically, the Filing Parties propose to revise Section 1 of the ISO-NE LGIP and Article 1 of the ISO-NE LGIA to add "Unused Capability" as a new term to be defined as follows:

> (i) in the case of NR Interconnection Service at an existing, commercial Generating Facility, for Summer, the Summer NR Capability minus the latest Seasonal Claimed Capability for Summer as corrected to 50 degrees F, and, for winter, the Winter NR Capability minus the latest Seasonal Claimed Capability for Winter as corrected to the 0 degrees F; and (ii) in the case of CNR Interconnection Service at an existing, commercial Generating Facility, for Summer, the Summer CNR Capability minus the latest Summer Qualified Capacity, and for Winter, the Winter CNR Capability minus the latest Winter Qualified Capacity.

Put simply, the amount of Unused Capability that an Original Interconnection Customer may use or transfer to its affiliate or a third party to facilitate the interconnection of the new facility is the delta between the CNRIS or NRIS set forth in the Interconnection Agreement for the existing, commercial Generating Facility and its demonstrated capabilities.[109] Seasonal Claimed Capabilities represent a demonstration of the levels at which a Generating Facility is capable of operating and are established pursuant to Section III.1.5 of the Tariff.[110] The Qualified Capacities are based on the demonstrated Seasonal Claimed Capabilities in accordance to the FCM qualification process for participation in the FCM and represent the amounts for which the Generating Facility can take on a Capacity Supply Obligation.[111] This ensures that the Surplus Interconnection Service does not exceed the total CNRIS or NRIS established in the Original Interconnection Customer's Interconnection

[109] In New England, Interconnection Customers already have options for fully utilizing Interconnection Service at their Generating Facilities. For example, an Interconnection Customer with a CNR Capability greater than its Qualified Capacity can: (1) seek to demonstrate the summer Seasonal Claimed Capability at the Generating Facility's full CNR Capability, *see* Tariff at § III.13.1.2.2; (2) submit a Show of Interest Form in the FCM for an incremental increase project up the Generating Facility's full CNR Capability, *see id.* at § III.13.1.1.1.3; or (3) submit a request to repower the existing Generating Facility using its CNR Capability, *see id*. at §§ III.13.1.1.1.2. To extent these changes do not trigger the ISO-NE LGIP's Material Modification provisions, they can be achieved outside of the interconnection queue. No overlapping impact deliverability analysis would be required for any of these requests, as they are supported by the existing CNR Capability of the resource.

[110] *See* Tariff at § I.2.2 (defining, "Seasonal Claimed Capability" as "the summer or winter claimed capability of a Generator Asset or Generating Capacity Resource, and represents the maximum dependable load carrying ability of the asset or resource, excluding capacity required for station use.).

[111] *See id*. (defining, "Qualified Capacity" as "the amount of capacity a resource may provide in the summer or winter in a Capacity Commitment Period, as determined in the Forward Capacity Market qualification processes."). *See also id*. at §§ III.13.1.2.2. An Interconnection Customer's CNRIS, NRIS, Seasonal Claimed Capabilities and Qualified Capacities are all memorialized in the ISO-NE Forecast Report of Capacity, Energy, Loads, and Transmission (the "CELT Report"), which is readily available on the ISO-NE website at https://www.iso-ne.com/system-planning/system-plans-studies/celt.

Agreement and, therefore, does not trigger a new Interconnection Request pursuant to the Material Modification rules.

The proposed Surplus Interconnection Service construct improves market competition in that the Surplus Interconnection Customer will be able to use the Unused Capability to support its facility's interconnection to the Administered Transmission System and its participation in the New England markets. Where the Surplus Interconnection Service relates to NRIS, the Surplus Interconnection Customer will be able to participate in New England's energy and ancillary services markets up to the Unused Capability that the Original Interconnection Customer makes available to it. Where the Surplus Interconnection Service relates to CNRIS, the Surplus Interconnection Customer will be able to seek to qualify to participate in the FCM and acquire a Capacity Supply Obligation, in accordance with the FCM rules, up to the Unused Capability that the Original Interconnection Customer makes available to it. Because the Surplus Interconnection Customer's new Generating Facility's qualification in the FCM would be supported by the Unused Capability of the Original Interconnection Customer, there would be no overlapping impact deliverability analysis. The Unused Capability will support the Surplus Interconnection Customer's resource's ability to acquire a Capacity Supply Obligation up to the Unused Capability upon clearing in the FCM.

*ii. Surplus Interconnection Service Request and Evaluation Process*

The Filing Parties propose to revise Sections 3.3 and 3.3.1 in their entirety to provide more specificity as to the purpose of Surplus Interconnection Service, the circumstances where Surplus Interconnection Service is not available, the requirements for requesting Surplus Interconnection Service, and the studies required to support Surplus Interconnection Service.

First, Section 3.3 of the ISO-NE LGIP specifies that Surplus Interconnection Service allows an Original Interconnection Customer with an existing, commercial Generating Facility that is interconnected to the Administered Transmission System to use or transfer Unused Capability at the existing facility's Point of Interconnection to support the interconnection of a Surplus Interconnection Customer's new facility. As in the case of the *pro forma*, Surplus Interconnection Service may be available for any Unused Capability of Interconnection Service established in the existing Generating Facility's Interconnection Agreement, and could be for NRIS (energy-only) or CNRIS (energy and capacity).

Second, Section 3.3 of the ISO-NE specifies when Surplus Interconnection Service is available and the circumstances under which it is it not available. Section 3.3 makes clear that Surplus Interconnection Service is available when the proposed interconnection can be accomplished without a new Interconnection Request (*i.e.*, it is not an increase in NRIS or CNRIS, or a Material Modification to the existing facility) or Network Upgrades.[112] Consistent with Order No. 845,

[112] *See* Order No. 845 at P 473:

> We note that, to avoid abuse of this reform, which is intended to increase utilization of existing, underutilize interconnection service provided at a particular point of interconnection, we restrict

Section 3.3 also makes clear that Surplus Interconnection Service is not available in the case of a retirement or repowering of the existing facility.[113]

To accomplish the provision of Surplus Interconnection Service in an expedited manner and outside of the interconnection queue, a request for Surplus Interconnection Service cannot constitute a Material Modification, which requires a new Interconnection Request.[114] The proposed Surplus Interconnection Service construct achieves this in two ways. First, the amount of Surplus Interconnection Service available is the Unused Capability, which ensures that there is no increase in the capabilities established in the Interconnection Agreement. Second, the ISO will extend the recently-accepted Material Modification framework for accommodating technological changes[115] to confirm that the proposed interconnection of the Surplus Interconnection Customer's new facility at the existing Generating Facility's Point of Interconnection does not cause an adverse impact on the reliability and operating characteristics of the New England Transmission System.[116]

Consistent with that approach, a request to modify the existing Generating Facility by adding the Surplus Interconnection Customer's new device will be granted if no adverse impact can be confirmed by an analysis performed in less than 10 Business Days. As is the case today, Interconnection Customers can work with their equipment manufacturers to assess the potential impacts of the technology change and submit an analysis (*e.g.*, analysis comparing the performance of the resource before and after the requested change) along with the request for Surplus Interconnection Service demonstrating non-materiality for the ISO's consideration. This analysis along with the Interconnection Studies associated with the existing Generating Facility may alone support the

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> surplus interconnection service when new interconnection service would be more appropriate. Specifically, surplus interconnection service cannot be offered if the original interconnection customer's generating facility is scheduled to retire and permanently cease commercial operation before the surplus interconnection service customer's generating facility begin commercial operation.

As Order No. 845 explains, Surplus Interconnection Service is limited in nature. "In contrast, an interconnection customer making a new interconnection request can request any level of interconnection service at or below its resource's generating facility capacity, and ERIS, NRIS, or provisional interconnection service." *See id*. at P 472.

[113] *See id*. at PP 473, 503.

[114] *See* Order No. 845-A at P 152 (explaining that "Order No. 845 did not change the existing material modification definition, which determines whether an interconnection customer's proposed change will cause it to lose its queue position").

[115] *See* ISO-NE LGIP at § I.2.2 (defining, Material Modification). *See also*, 2016 Interconnection Process Improvements, Transmittal Ltr. at 23-24.

[116] See Section III.B.10 of this transmittal letter, addressing the Material Modification framework for evaluating technological changes. Currently, ISO-NE's Planning Procedures establish clear guidelines specifying when proposed modifications could be considered material relative to the various stages in the interconnection process. ISO-NE will be updating these Planning Procedures to incorporate the technical implementation details of this approach.

proposed change. Additional limited analysis will be performed within the 10 Business Day time period to confirm that the proposed modification to the existing Generating Facility to accommodate the Surplus Interconnection Customer's new facility does not cause an adverse impact. Proposed modifications of the existing Generating Facility to accommodate the request for Surplus Interconnection Service for which the analysis cannot be completed within 10 Business Days will need to submit a new Interconnection Request and be processed accordingly, similar to other Material Modifications.

Third, Section 3.3.1 of the ISO-NE LGIP provides that Surplus Interconnection Service may be requested by the Original Interconnection Customer, its affiliate or another entity. Like the *pro forma* revisions, Section 3.3 of the ISO-NE LGIP provides the Original Interconnection Customer, or its affiliate priority to use Surplus Interconnection Service, but the Original Interconnection Customer may choose to allow a third party to use Surplus Interconnection Service if the Original Interconnection Customer or its affiliate do not exercise this priority.[117] To avoid any potential misunderstanding or disagreements, Section 3.3 requires the Original Interconnection Customer's written consent where its affiliate or a third party request the Surplus Interconnection Service.

Fourth, to facilitate implementation, the Filing Parties propose to revise Section 3.3.1 to require a customer to request Surplus Interconnection Service by submitting a completed Surplus Interconnection Request Application in the form incorporated in a new Attachment C to Appendix 1 of the ISO-NE LGIP. The application calls for information necessary to facilitate the expeditious consideration and evaluation of the Surplus Interconnection Service request, including indication of the Original Customer's consent, description of the existing and new Generating Facilities, the type of Interconnection Service and the amount of Unused Capability stipulated by the Original Interconnection Customer, technical data, the existing Generating Facility's Interconnection Agreement, and Site Control.

Finally, the Filing Parties propose to revise the *pro forma* language to specify that the Original Interconnection Customer's Interconnection Agreement will be replaced with a new Interconnection Agreement based on the standardized LGIA in Appendix 6 of the ISO-NE LGIA among the ISO, the Interconnecting Transmission Owner, the Original Interconnection Customer and the Surplus Interconnection Customer to recognize both the existing, commercial Generating Facility and the new facility using the Surplus Interconnection Service. Because Surplus Interconnection Service is inherently derived from the Original Interconnection Customer's Interconnection Service under its LGIA, a new single Interconnection Agreement governing both facilities is necessary so that the underlying requirements set forth in the Interconnection Agreement for operations, maintenance, etc. that are designed to ensure system reliability apply equally to each device. As such four-party agreements will deviate from the three-party construct of the ISO-NE LGIA, the Filing Parties will file them with the Commission, consistent with Order No. 2003 requirements.[118]

[117] *See* Order No. 845 at P 495.

[118] *See* Order No. 2003 at P 915.

The proposed Surplus Interconnection Service provisions create a construct that is compatible with the Interconnection Services in New England such that they can be used to support the Surplus Interconnection Customer's new facility's participation the New England markets, and leverages the existing Material Modification framework so that the new facility can be interconnected reliably without requiring a new Interconnection Request (and, therefore, outside the interconnection queue).

### 10. Material Modification and Incorporation of Advanced Technologies

To improve certainty and transparency for Interconnection Customers, Order No. 845 requires "transmission providers to include in their *pro forma* LGIP a technological change procedure," which would provide for the transmission provider to determine whether a proposed technological advancement in an interconnection request should trigger the material modification provisions.[119] These new procedures are to be inserted in Section 4.4.4 of the *pro forma* LGIP. Transmission providers must also develop a definition of permissible technological advancement, which would not constitute material modifications.[120] Order No. 845, however, further states that "if a transmission provider believes its existing interconnection procedures regarding the incorporation of technological advancements would qualify for a variation from the Final Rule requirements or that it already complies with the requirements adopted in this Final Rule, it may provide such an explanation in its compliance filing."[121]

The Filing Parties propose to deviate from the *pro forma* LGIP and LGIA by not adopting the revisions related to technological changes. At the outset, since the initial Order No. 2003 compliance, the ISO-NE LGIP has explicitly defined what constitutes a Material Modification. It also has delineated the process for reviewing and assessing Material Modification requests, including the types of modifications that automatically trigger a new Interconnection Request (as discussed above), and the key points at which Interconnection Customers can make changes to or update technical data for a proposed project without triggering a materiality review.

As a result of the 2016 Improvements accepted by the Commission under the independent entity variation standard, the ISO-NE LGIP now has clear rules to consistently and expeditiously determine throughout the interconnection process whether a proposed change is material. These rules were specifically developed in response to continuous requests for technological changes, which had been identified as one of the contributing factors to the Maine queue backlog. With the current rules in place, Interconnection Customers are able to update or "true-up" their technical data without triggering a materiality review up to the commencement of the System Impact Study,[122] and then to do so as a non-Material Modification at any time after the completion of the System Impact Study *if* the materiality assessment of the proposed modification can be completed within 10 Business Days of

[119] Order No. 845 at P 518.

[120] *See id*.

[121] *See id*. at P 524.

[122] *See* ISO-NE LGIP at §§ 4.4.1, 7.4.

study review time.[123] Under this construct, the expectation is placed on the Interconnection Customer to work with its equipment manufacturer to assess the potential impacts of the technological change and submit that analysis along with the request for the proposed change demonstrating non-materiality for the ISO's consideration in its review.[124] After the System Impact Study has started, any materiality assessment of a proposed modification that cannot be completed within 10 Business Days is automatically deemed a material impact given its delay on a lower-queued project.[125] To increase transparency, the ISO has updated the ISO New England Planning Procedures to establish clear guidelines specifying when proposed modifications could be considered material relative to the various stages in the interconnection process.[126]

This technology-neutral approach to materiality review has been successful in New England, and meets or exceeds Order No. 845's stated objectives. Recognizing the ever-evolving nature of wind and inverter-based technologies, the Material Modification construct does not prejudge or limit the technological changes that can be pursued. The approach is based entirely on performance and time, appropriately balancing the competing interests of Interconnection Customers continuously seeking to make technological changes with those of lower-queued projects that are delayed each time a technological change is requested or accommodated.

Since implementation of the 2016 Improvements, Interconnection Customers have been able to incorporate technological advancements as non-Material Modifications. Many projects have updated their equipment and associated technical data and models, to capture the latest version of the technology, before the beginning of the System Impact Study. After the completion of the System Impact Study, this process has been used to update the proposed equipment. For example, solar projects have updated their inverters to the latest generation of the technology as non-Material Modifications. Wind projects have changed manufacturers for the wind turbines by being able to demonstrate that the change would not have an adverse impact on the system. Accordingly, the Order No. 845 Revisions deviate from the *pro forma* revisions presented in Order No. 845 to maintain the existing Material Modification construct that the Commission has already permitted under the independent entity standard.

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[123] *See id*. at § 1 (defining, Material Modification)

[124] Order No. 845 at P 520 ("the interconnection customer's technological advancement request must demonstrate that the proposed incorporation of the technological advancement would result in electrical performance that is equal to or better than the electrical performance expected prior to technology change").

[125] *See* ISO-NE LGIP at § 1 (defining, Material Modification).

[126] *See* ISO New England Planning Procedure No. 5-6, Interconnection Planning Procedure for Generation and Elective Transmission Upgrades, available at https://www.iso-ne.com/static-assets/documents/rules_proceds/isone_plan/pp05_6/pp5_6.pdf.

## IV. STAKEHOLDER PROCESS

The Order No. 845 Revisions incorporated in Schedule 22 of the ISO-NE OATT to comply with Order Nos. 845 and 845-A filed herein were considered in the NEPOOL stakeholder process. The ISO held discussions at the NEPOOL Transmission Committee from May to September 2018 on its approach to comply with Order No. 845 and the implementing revisions to Schedule 22. While these discussions were occurring, the Commission issued a Notice of Extension of Compliance Date, which extended the compliance deadline for Order No. 845 to 90 days after the Commission's issuance of an order addressing the pending requests for rehearing of Order No. 845.[127] Following the Commission's issuance of Order No. 845-A, the ISO resumed its Order No. 845 compliance efforts. The ISO held discussions at the NEPOOL Transmission Committee in March and April 2019. The Order No. 845 Revisions were not supported in votes of the NEPOOL Transmission Committee at its April 17, 2019 meeting or the NEPOOL Participants Committee at its May 3, 2019 meeting, due to differences regarding the Surplus Interconnection Service.

The PTO AC voted unanimously to support the Order No. 845 Revisions at its April 23, 2019 meeting.[128]

## V. REQUESTED EFFECTIVE DATE

The Filing Parties respectfully request that the Commission accept the Order No. 845 Revisions reflected in Schedule 22 of the ISO-NE OATT as submitted in this filing, without modifications or conditions, to be effective upon issuance of an order by the Commission accepting this filing.

## VI. 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.[129] However, the revisions filed herein are not traditional "rates." Further, ISO-NE is not a traditional investor-owned utility. Therefore, to the extent necessary, the Filing Parties request waiver of Section 35.13 of the Commission's regulations. Notwithstanding their request for waiver, the Filing Parties submit the additional information enumerated below in substantial compliance with relevant provisions of Section 35.13.

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

- This transmittal letter;

[127] *See* Notice of Extension of Compliance Date, Docket No. RM17-8-000 (Oct. 3, 2018).

[128] Five PTOs abstained from the vote.

[129] 18 C.F.R. § 35.13 (2014).

- Marked Schedule 22 of the OATT reflecting the Order No. 845 Revisions effected by this filing;

- Clean Schedule 22 of the OATT incorporating the Order No. 845 Revisions effected by this filing; and,

- List of governors, utility regulatory agencies in Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont, and others to whom a copy of this filing has been e-mailed.

35.13(b)(2) – As noted above, the Filing Parties request that the revisions to Schedule 22 of the OATT submitted with this filing become effective upon the issuance of an order by the Commission accepting the filing

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-NE website at https://www.iso-ne.com/participate/participant-asset-listings/. A copy of this transmittal letter and the accompanying materials have also been sent electronically to the governors and electric utility regulatory agencies for the six New England states that comprise the New England Control Area, to the New England Conference of Public Utility Commissioners, and to the Executive Director of the New England States Committee on Electricity. In accordance with Commission rules and practice, there is no need for the Governance Participants or the other entities described above to be included on the Commission's official service list in the captioned proceeding unless such entities become intervenors in this proceeding.

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

35.13(b)(5) - The reasons for this compliance filing are discussed in Section II of this transmittal letter.

35.13(b)(6) - ISO-NE's approval of these revisions is evidenced by this compliance filing. These revisions reflect the results of the Participant Processes required by the Participants Agreement.

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.

## VII. CONCLUSION

For the foregoing reasons, the Filing Parties respectfully request that the Commission accept the Order No. 845 Revisions reflected in Schedule 22 of the ISO-NE OATT as proposed herein, without modifications or conditions, to become effective upon the issuance of an order by the Commission accepting this filing.

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|---|---|
| By: /s/ *Mary E. Grover*<br>Mary E. Grover<br>Chair, PTO AC Legal Working Group<br>c/o Eversource Energy<br>800 Boylston Street, P1700<br>Boston, MA 02199-8003<br>(617) 424-2105<br><br>Counsel for PTO Administrative Committee | Respectfully submitted,<br><br>By: */s/ Monica Gonzalez*<br>Monica Gonzalez<br>Senior Regulatory Counsel<br>ISO New England Inc.<br>One Sullivan Road<br>Holyoke, MA 01040-2841<br>(413) 535-4045<br><br>Counsel for ISO New England Inc. |
| | By: /s/ *Carrie L. Bumgarner*<br>Carrie L. Bumgarner<br>Wright & Talisman, P.C.<br>1200 G Street, N.W.,<br>Suite 600<br>Washington, DC 20005<br>(202) 393-1200<br><br>Counsel for ISO New England Inc. |

# SCHEDULE 22

# LARGE GENERATOR INTERCONNECTION PROCEDURES

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## SECTION I. DEFINITIONS

The definitions contained in this section are intended to apply in the context of the generator interconnection process provided for in this Schedule 22 (and its appendices). To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for purposes of generator interconnections under this Schedule 22. Capitalized terms in Schedule 22 that are not defined in this Section I shall have the meanings specified in Section I.2.2 of the Tariff.

**Administered Transmission System** shall mean the PTF, the Non-PTF, and distribution facilities that are subject to the Tariff.

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

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

**Affected Party** shall mean the entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the interconnection process.

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

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

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

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

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

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

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

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

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

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

**Capacity Capability Interconnection Standard ("CC Interconnection Standard")** shall mean the criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking

Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service, and in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resources or Elective Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

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

**Capacity Network Resource Capability ("CNR Capability")** shall mean: (i) in the case of a Generating Facility that is a New Generating Capacity Resource pursuant to Section III.13.1 of the Tariff or an Existing Generating Capacity Resource that is increasing its capability pursuant to Section III.13.1.2.2.5 of the Tariff, for Summer, the highest megawatt amount of the Capacity Supply Obligation obtained by the Generating Facility in accordance with Section III.13 of the Tariff, and, if applicable, as specified in a filing by the System Operator with the Commission in accordance with Section III.13.8.2 of the Tariff, net of any megawatt amount reductions resulting from capacity terminations or retirements (including permanent de-lists bids) in accordance with Section III.13 of the Tariff, and, for Winter, the Summer CNR Capability multiplied by the ratio of the associated Winter Qualified Capacity divided by the associated Summer Qualified Capacity, or (ii) in the case of a Generating Facility that meets the criteria under Section 5.2.3 of this LGIP, the total megawatt amount determined pursuant to the hierarchy established in Section 5.2.3, net of any megawatt amount reductions resulting from capacity terminations or retirements (including permanent de-lists bids) in accordance with Section III.13 of the Tariff. The CNR Capability shall not exceed the maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter. Where the Generating Facility includes multiple production devices, the CNR Capability shall not exceed the aggregate maximum net megawatt electrical output of the

Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter.

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

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

**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 4.2.1 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 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.

**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 a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

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

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

**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.

**Default** shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Standard Large Generator Interconnection Agreement.

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

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

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

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

**Emergency Condition** shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, Interconnecting Transmission Owner's Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating

Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Standard Large Generator Interconnection Agreement to possess black start capability.

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

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

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

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

**Generating Facility** shall mean Interconnection Customer's device for the production 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** 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 Large Generator Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator.

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

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

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

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

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

**Interconnection Facilities Study Agreement** shall mean the form of agreement contained in Appendix 4 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

**Interconnection Feasibility Study** shall mean a preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Administered Transmission System, the scope of which is described in Section 6 of the Standard Large Generator Interconnection Procedures. The Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

**Interconnection Feasibility Study Agreement** shall mean the form of agreement contained in Appendix 2 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

**Interconnection Request** shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Standard Large Generator Interconnection Procedures, in accordance with the Tariff, to: (i) interconnect a new Generating Facility to the Administered Transmission System as either a CNR or a NR; (ii) 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: (i) a retail customer interconnecting a new Generating Facility that will produce electric energy to be consumed only on the retail customer's site; (ii) a request to interconnect a new Generating Facility to a distribution facility that is subject to the Tariff if the Generating Facility will not be used to make wholesale sales of electricity in interstate commerce; or

(iii) a request to interconnect a Qualifying Facility (as defined by the Public Utility Regulatory Policies Act, as amended by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying Facility's owner intent is to sell 100% of the Qualifying Facility's output to its interconnected electric utility.

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

**Interconnection Study** shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, the Interconnection Facilities Study and the Optional Interconnection Study described in the Standard Large Generator Interconnection Procedures. Interconnection Study shall not include a CNR Group Study.

**Interconnection Study Agreement** shall mean any of the following agreements: the Interconnection Feasibility Study Agreement, the Interconnection System Impact Study Agreement, the Interconnection Facilities Study Agreement, and the Optional Interconnection Study Agreement attached to the Standard Large Generator Interconnection Procedures.

**Interconnection System Impact Study** shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of the Administered Transmission System and any other Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on Adverse System Impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Large Generator Interconnection Procedures. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the

Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

**Interconnection System Impact Study Agreement** shall mean the form of agreement contained in Appendix 3 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection System Impact Study.

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

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

**Long Lead Time Facility ("Long Lead Facility")** shall mean a Generating Facility or an Elective Transmission Upgrade with an Interconnection Request for Capacity Network Resource Interconnection Service or Capacity Network Import Interconnection Service, respectively, that has, as applicable, elected or requested long lead time treatment and met the eligibility criteria and requirements specified in Schedule 22 or Schedule 25 of Section II of the Tariff, respectively.

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

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

**Material Modification** shall mean: (i) except as expressly provided in Section 4.4.1, those modifications to the Interconnection Request, including any of the technical data provided by the Interconnection Customer in 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 a later queue priority date; (ii) a change to the design or operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected with the Administered Transmission System that may have a significant adverse effect on the reliability or operating characteristics of the New England Transmission System; (iii) a delay to the Commercial Operation Date, In-Service Date, or Initial Synchronization Date of greater than three (3) years where the reason for delay is unrelated to construction schedules or permitting which delay is beyond the Interconnection Customer's control; (iv) except as provided in Section 3.2.3.4, a withdrawal of a request for Long Lead Facility treatment; or (v) except as provided in Section 3.2.3.6, an election to participate in an earlier Forward Capacity Auction than originally anticipated.

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

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

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

**Network Resource Capability ("NR Capability")** shall mean the maximum ~~gross and~~ net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. Where the Generating Facility includes multiple energy production devices, the NR Capability shall be the aggregate maximum ~~gross and~~ net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. The NR Capability shall be equal to or greater than the CNR Capability. In the case of a Generating Facility that meets the criteria under Section 5.2.4 of this LGIP, the NR Capability shall mean the total megawatt amount determined pursuant to Section 5.2.4.

**Network Resource Interconnection Service ("NR Interconnection Service")** shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Generating Facility to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer's NR Interconnection Service shall be solely for the megawatt amount of the NR Capability requested pursuant to Section 3.1 of this LGIP. NR Interconnection Service in and of itself does not convey transmission service.

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

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

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

**Optional Interconnection Study Agreement** shall mean the form of agreement contained in Appendix 5 of the Standard Large Generator Interconnection Procedures for conducting the Optional Interconnection Study.

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

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

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

**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 Large 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, requests for transmission service and notification of requests for interconnection to other electric systems, as notified by the other electric systems, that impact the Administered Transmission System. References to a "higher-queued"

Interconnection Request shall mean one that has been received by System Operator (and placed in queue order) earlier than another Interconnection Request, which is referred to as "lower-queued."

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

**Scoping Meeting** shall mean the meeting between representatives of the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

**Site Control** shall mean documentation reasonably demonstrating: (a) that the Interconnection Customer is the owner in fee simple of the real property or holds an easement for which new interconnection is sought; (b) that the Interconnection Customer holds a valid written leasehold or other contractual interest in the real property for which new interconnection is sought; (c) that the Interconnection Customer holds a valid written option to purchase or a leasehold interest in the real property for which new interconnection is sought; (d) that the Interconnection Customer holds a duly executed written contract to purchase, acquire an easement, a license or a leasehold interest in the real property for which new interconnection is sought; or (e) that the Interconnection Customer has filed applications for required permits to site on federal or state property.

**Stand Alone Network Upgrades** shall mean Network Upgrades that are not part of an Affected System 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, and Interconnecting Transmission Owner~~, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements,~~

must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Standard Large Generator Interconnection Agreement. If the System Operator, Interconnecting Transmission Owner, and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the System Operator must provide the Interconnection Customer a written technical explanation outlining why the System Operator does not consider the Network Upgrade to be a Stand Alone Network Upgrade within 15 Business Days of its determination.

**Standard Large Generator Interconnection Agreement ("LGIA")** shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility, that is included in this Schedule 22 to the Tariff.

**Standard Large Generator Interconnection Procedures ("LGIP")** shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that are included in this Schedule 22 to the Tariff.

**Study Case** shall have the meaning specified in Sections 6.2 and 7.3 of this LGIP.

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

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

**Unused Capability** shall mean: (i) in the case of NR Interconnection Service at an existing, commercial Generating Facility, for Summer, the Summer NR Capability minus the latest Seasonal Claimed Capability for Summer as corrected to 50 degrees F, and, for Winter, the Winter NR Capability minus the latest Seasonal Claimed Capability for Winter as corrected to 0 degrees F; and (ii) in the case of CNR Interconnection Service at an existing, commercial Generating Facility, for Summer, the Summer CNR Capability minus the latest Summer Qualified Capacity, and for Winter, the Winter CNR Capability minus the latest Winter Qualified Capacity.

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

### 2.1 Application of Standard Large Generator Interconnection Procedures.

The LGIP and LGIA shall apply to Interconnection Requests pertaining to Large Generating Facilities. Except as expressly provided in the LGIP and LGIA, nothing in the LGIP or LGIA shall be construed to limit the authority or obligations that the Interconnecting Transmission Owner or System Operator, as applicable, has with regard to ISO New England Operating Documents.

### 2.2. Comparability.

The System Operator shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this LGIP. The System Operator and Interconnecting Transmission Owner will use the same Reasonable Efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Generating Facilities are owned by the Interconnecting Transmission Owner, its subsidiaries or Affiliates, or others.

### 2.3 Base Case Data.

System Operator~~, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements,~~ shall ~~provide~~ 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~~upon request to the Interconnection Customer and any third party consultant retained by the Interconnection Customer~~. 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 ~~The recipient(s) of~~ such information located on a secured location on the System Operator's website, ~~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 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. ~~System Operator is permitted to require that Interconnection Customer or the 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~~ 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 and for which a transmission expansion plan has been submitted and approved by the applicable authority and which, in the sole judgment of the System Operator, may have an impact on the Interconnection Request. The Interconnection Customer, where applicable, shall provide Base Case Data to the Interconnecting Transmission Owner and System Operator to facilitate required Interconnection Studies.

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 LGIP shall constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

### 2.5 Time Requirements.

Parties that must perform a specific obligation under a provision of the Standard Large Generator Interconnection Procedure or Standard Large Generator Interconnection Agreement within a specified time period shall use Reasonable Efforts to complete such obligation within the applicable time period. A Party may, in the exercise of reasonable discretion and within the time period set forth by the applicable procedure or agreement, request that the relevant Party consent to a mutually agreeable alternative time schedule, such consent not to be unreasonably withheld.

## SECTION 3. INTERCONNECTION REQUESTS.

### 3.1 General.

To initiate an Interconnection Request, an Interconnection Customer must comply with all of the requirements set forth in Section 3.~~3~~4.1. The Interconnection Customer shall submit a separate Interconnection Request for each site and may submit multiple Interconnection Requests for a single site. The Interconnection Customer must comply with the requirements specified in Section 3.~~3~~4.1 for each Interconnection Request even when more than one request is submitted for a single site.

Within three (3) Business Days after its receipt of a valid Interconnection Request, System Operator shall submit a copy of the Interconnection Request to Interconnecting Transmission Owner.

At Interconnection Customer's option, System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, will identify alternative Point(s) of Interconnection and configurations at the Scoping Meeting to evaluate in this process and

attempt to eliminate alternatives in a reasonable fashion given resources and information available. Interconnection Customer will select the definitive Point(s) of Interconnection to be studied no later than the execution of the Interconnection Feasibility Study Agreement, or the Interconnection System Impact Study Agreement if the Interconnection Customer elects not to pursue the Interconnection Feasibility Study.

System Operator shall consider requests for Interconnection Service below the Large Generating Facility capability. An– Interconnection Customer that- submits an Interconnection Request for Interconnection Service below the Large Generating Facility capability shall include in the Interconnection Request the proposed control technologies to restrict the Large Generating Facility's output to the requested Interconnection Service levels. These requests for Interconnection Service shall be studied at the level of Interconnection Service requested for purposes of determining necessary Interconnection Facilities and Network Upgrades, 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 the Interconnection Customer. Interconnection Customers may be subject to additional control technologies as well as testing and validation of those technologies consistent with Article 6 of the LGIA. The necessary control technologies and protection systems shall be established in Appendix C of the executed, or requested to be filed unexecuted, LGIA.

All deposits that must be submitted to the System Operator under this LGIP 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

At the time the Interconnection Request is submitted, the Interconnection Customer must request either CNR Interconnection Service or NR Interconnection Service, as described in Sections 3.2.1 and 3.2.2 below. An Interconnection Customer that meets the requirements to obtain CNR Interconnection Service shall obtain NR Interconnection Service up to the NR Capability upon completion of all requirements for

NR Interconnection Service, including all necessary upgrades. Upon completion of all requirements for the CNR Interconnection Service, the Interconnection Customer shall also receive CNR Interconnection Service for CNR Capability. An Interconnection Customer that meets the requirements to obtain NR Interconnection Service shall receive NR Interconnection Service for the Interconnection Customer's NR Capability. At the time the Interconnection Request is submitted, the Interconnection Customer may also request Long Lead Facility treatment in accordance with Section 3.2.3.

### 3.2.1 Capacity Network Resource Interconnection Service

#### 3.2.1.1 The Product.

The System Operator must conduct the necessary studies in conjunction with the Interconnecting Transmission Owner, and with other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and the Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect the Large Generating Facility in a manner comparable to that in which CNRs are interconnected under the CC Interconnection Standard. CNR Interconnection Service allows the Interconnection Customer's Large Generating Facility to be designated as a CNR, and to participate in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the CNR Capability or as otherwise provided in the Tariff, on the same basis as existing CNRs, and to be studied as a CNR on the assumption that such a designation will occur.

#### 3.2.1.2 The Studies.

All Interconnection Studies for CNR Interconnection Service shall assure that the Interconnection Customer's Large Generating Facility satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the unit. The CNR Group Study for CNR Interconnection Service shall assure that the Interconnection Customer's Large Generating Facility can be interconnected in a manner that ensures intra-zonal deliverability by avoidance of the 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 System Operator, in coordination with the

Interconnecting Transmission Owner, may also study the New England Transmission System under non-peak load conditions. However, upon request by the Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain in writing to the Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

**3.2.1.3 Milestones for CNR Interconnection Service.**

In addition to the requirements set forth in this LGIP, an Interconnection Customer with an Interconnection Request for CNR Interconnection Service shall complete the following milestones prior to receiving CNR Interconnection Service for the CNR Capability, such milestones to be specified in Appendix B of the LGIA, as either completed or to be completed: (i) submit the necessary requests for participation in the Forward Capacity Auction associated with the Generating Facility's requested Commercial Operation Date (except as modified pursuant to Sections 3.2.3 or 4.4 of this LGIP), in accordance with the provisions of Section III.13 of the Tariff; (ii) participate in a CNR Group Study for the Forward Capacity Auction associated with the requested Generating Facility's Commercial Operation Date; (iii) qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff; and (iv) complete a re-study of the applicable Interconnection Study and CNR Group Study 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 LGIA has been either executed or filed with the Commission in unexecuted form, then the last Interconnection Study completed for the Interconnection Customer under this LGIP shall be subject to re-study. The Appendices to the LGIA shall be amended (pursuant to Article 30 of the LGIA) to reflect CNR Capability and the results of the re-study.

### 3.2.2 Network Resource Interconnection Service

#### 3.2.2.1 The Product.

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

#### 3.2.2.2 The Studies.

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

#### 3.2.2.3 Milestones for NR Interconnection Service.

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

### 3.2.3 Long Lead Time Facility Treatment

#### 3.2.3.1 Treatment of Long Lead Facilities.

Long Lead Facilities receive the treatment described herein in connection with the associated request of the Interconnection Customer for CNR Interconnection Service for its Large Generating Facility or CNI Interconnection Service for its External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility. Long Lead Facility treatment provides for the Interconnection Customer's Generating Facility or controllable Merchant Transmission Facility or Other Transmission Facility External ETU, after the completion of the Interconnection System Impact Study, to be modeled in the Base Cases for the next CNR Group Study to determine whether the Long Lead Facility would have qualified or enabled the qualification of an Import Capacity Resource to participate in the Forward Capacity Auction associated with that CNR Group Study, in accordance with Section III.13.1.2 of the Tariff, but for the Long Lead Facility's development cycle (which shall include development of required transmission upgrades). If the Long Lead Facility is deemed to qualify or have enabled an associated Import Capacity Resource to qualify, the Long Lead Facility shall be included in the re-study pursuant to Section 3.2.1.3(iv) in order to determine the facilities and upgrades that would be necessary in order to accommodate the Interconnection Request of the Long Lead Facility, and for which costs the Interconnection Customer must be responsible. In order to maintain Long Lead Facility status, the Interconnection Customer must commit to the completion of these facilities and upgrades in time to allow the Long Lead Facility to achieve its Commercial Operation Date by the start of the associated Capacity Commitment Period. In addition, the Long Lead Facility will be treated as a New Generating Capacity Resource in the case of a Generating Facility or as if an Import Capacity Resource associated with the Long Lead Facility cleared in the case of an External ETU for the sole purpose of inclusion of the Long Lead Facility in the CNR Group Studies for the Forward Capacity Auctions that precede the Forward Capacity Auction for the Capacity Commitment Period by which the Long Lead Facility is expected to have achieved Commercial Operation. If an earlier-queued Generating Facility seeking CNR Interconnection Service or an Import Capacity Resource associated with an Elective Transmission Upgrade that is seeking CNI Interconnection Service obtains a Capacity Supply Obligation in a Forward

Capacity Auction prior to or simultaneous with the Forward Capacity Auction in which the Long Lead Facility or its contractual counterparty in the case of an Elective Transmission Upgrade obtains a Capacity Supply Obligation, the Long Lead Facility will be re-studied in order to determine whether any additional facilities and upgrades to those identified prior to the CNR Group Study must be completed, at the Interconnection Customer's cost, prior to its Commercial Operation Date. A Long Lead Facility's cost responsibility for the facilities necessary to accommodate the Interconnection Request shall not be impacted by a Generating Facility or an External ETU with a Queue Position lower than the Long Lead Facility or its counterparty in the case of an External ETU that clears in a Forward Capacity Auction, in accordance with Section III.13.2 of the Tariff, prior to the clearance of the Long Lead Facility.

**3.2.3.2 Request for Long Lead Facility Treatment.**

An Interconnection Customer requesting CNR Interconnection Service for its proposed Generating Facility or CNI Interconnection Service for its proposed controllable Merchant Transmission Facility or Other Transmission Facility External ETU, which the Interconnection Customer projects to have a development cycle that would not be completed until after the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction (after the election for the Long Lead Facility is made) may elect or request Long Lead Facility treatment in the following manner:

**(a)** An Interconnection Customer proposing a Generating Facility or a controllable Merchant Transmission Facility or Other Transmission Facility External ETU with a requested CNR Interconnection Service or CNI Interconnection Service equal to or greater than 100 MW may elect Long Lead Facility treatment at the time the Interconnection Request is submitted, together with the critical path schedule and deposits required in Section 3.2.3.3.

**(b)** An Interconnection Customer proposing a Generating Facility or a controllable Merchant Transmission Facility or Other Transmission Facility External ETU with a requested CNR Interconnection Service or CNI Interconnection Service under 100 MW may request Long Lead Facility treatment by submitting a written request to the System Operator for its review and approval, explaining why the Generating Facility or the controllable Merchant Transmission Facility or Other Transmission Facility External ETU cannot achieve Commercial Operation by the beginning of the Capacity Commitment Period associated with the next Forward Capacity

Auction (after the election for Long Lead Facility treatment is made), together with the critical path schedule and deposits required in Section 3.2.3.3. In reviewing the request, the System Operator shall evaluate the feasibility of the Generating Facility or the controllable Merchant Transmission Facility or Other Transmission Facility External ETU achieving Commercial Operation to meet an earlier Capacity Commitment Period based on the information provided in the request and the critical path schedule submitted pursuant to Section 3.2.3.3, in a manner similar to that performed under Section III.13.3.2 of the Tariff. Within forty-five (45) Business Days after its receipt of the request for Long Lead Facility treatment, the System Operator shall notify the Interconnection Customer in writing whether the request has been granted or denied. If the System Operator determines that the Generating Facility or the controllable Merchant Transmission Facility or Other Transmission Facility External ETU can achieve a Commercial Operation Date prior to the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction, the Interconnection Customer's request shall be denied. The dispute resolution provisions of the LGIP in the case of a Generating Facility or the ETU IP for an External ETU are not available for disputes or claims associated with the ISO's determination to deny an Interconnection Customer's request for Long Lead Facility treatment.

**(c)** An Interconnection Customer that did not request Long Lead Facility treatment at the time the Interconnection Request was submitted, may thereafter submit a request for treatment as a Long Lead Facility, together with the critical path schedule and deposits required in Section 3.2.3.3 and, if applicable, a request for an extension of the Commercial Operation Date specified in the Interconnection Request in accordance with Sections 4.4.4 and 4.4.5. A request for Long Lead Facility treatment that is submitted after the initial Interconnection Request will not be eligible to participate in any Forward Capacity Auction prior to the Forward Capacity Auction associated with the extended Commercial Operation Date. The Long Lead Facility will be modeled in the Base Cases for the CNR Study Group associated with the near term Forward Capacity Auction unless that CNR Study Group is underway, in which case the Long Lead Facility will be modeled in the next CNR Study Group.

**3.2.3.3 Critical Path Schedule and Deposits for Long Lead Facility Treatment.**

At the time an Interconnection Customer submits an election or request for Long Lead Facility treatment, the Interconnection Customer must submit, together with the request:

**(1) Critical Path Schedule.** A critical path schedule, in writing, for the Long Lead Facility (with a development cycle that would not be completed until after the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction (after the election for the Long Lead Facility is made) that meets the requirements set forth in Section III.13.1.1.2.2.2 of the Tariff. The Interconnection Customer must submit annually, in writing, an updated critical path schedule to the System Operator by the closing deadline of each New Capacity Show of Interest Submission Window that precedes the Forward Capacity Auction associated with the Capacity Commitment Period by which the Long Lead Facility is expected to have achieved Commercial Operation, prior to the inclusion of the Long Lead Facility in the Base Case for the CNR Group Study associated with the corresponding New Capacity Show of Interest Submission Window. With its annual update, for each critical path schedule milestone achieved since the submission of the previous critical path schedule update, the Interconnection Customer must include in the critical path update documentation demonstrating that the milestone has been achieved by the date indicated and as otherwise described in the critical path schedule.

**(2) Long Lead Facility Deposits.**

**(a) Deposits.** In addition to the deposits required elsewhere in the LGIP in the case of a Generating Facility or the ETU IP for External ETU, at the time of its request for Long Lead Facility treatment, in accordance with Section 3.2.3.3, and by each deadline for which a New Generating Capacity Resource is required to provide financial assurance under Section III.13.1.9.1 of the Tariff, the Interconnection Customer must provide a separate deposit in the amount of 0.25*(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~~7) (i) if the Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.~~6~~7, 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~~4.1, 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~~7, 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~~7) as adjusted pursuant to 3.2.3.3(2), if appropriate, and from the Interconnecting Transmission Owner a refund of the payments for the upgrades that exceed the costs incurred by the Interconnecting Transmission Owner. If the Interconnection Customer withdraws only its election or request for Long Lead Facility treatment, such withdrawal will be considered a Material Modification and the Long Lead Facility will lose its Queue Position unless its withdrawal occurs within one of the thirty (30)-day periods described in Section 3.2.3.3(2) of the LGIP in the case of a Generating Facility or the ETU IP for an External ETU.

**3.2.3.5 Additional Requirements to Maintain Long Lead Facility Treatment.**

An Interconnection Customer with a Long Lead Facility must begin payment as required by the transmission expenditure schedule for the transmission upgrade costs that have been identified in the pertinent Interconnection Studies. The Interconnection Request for CNR Interconnection Service shall be deemed withdrawn under Section 3.~~6~~7 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 Utilization of Surplus Interconnection Service.

Surplus Interconnection Service allows an existing Interconnection Customer whose Generating Facility is already interconnected to the Administered Transmission System and is in Commercial Operation to utilize or transfer Surplus Interconnection Service at the existing Generating Facility's existing Point of Interconnection. 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 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 is also not available for a retirement or repowering of the Original 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. The Original Interconnection Customer must stipulate the amount of Unused Capability that is available for use by the Surplus Interconnection Customer's Generating Facility. 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 LGIP. 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. If the original Interconnection System Impact Study is not available for the Original Interconnection Customer's Generating Facility, limited analysis may need to be performed associated with the request for Surplus Interconnection Service, which may include, but not be limited to, both off-peak and peak analyses, and/or reactive power, short circuit/fault duty, stability, and steady-state analyses, to confirm the Surplus Interconnection Service request can be accommodated without the need for additional upgrades and a new Interconnection Request. Any analyses shall be performed at the Surplus Interconnection Customer's expense.

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 LGIA, modified to reflect the

Surplus Interconnection Customer's Generating Facility and the associated Surplus Interconnection Service. The agreement shall be developed and negotiated in accordance with Section 11 of the LGIP, at the Surplus Interconnection Customer's expense.

### 3.~~3~~4 Valid Interconnection Request.

#### 3.~~3~~4.1 Initiating an Interconnection Request.

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 LGIP: (i) an initial deposit of $50,000, (ii) a completed application in the form of Appendix 1, (iii) all information and deposits required under Section 3.2, and (iv) in the case of a request for CNR Interconnection Service, demonstration of Site Control or, in the case of a request for NR Interconnection Service, demonstration of Site Control or a posting of an additional deposit of $10,000. Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to the Interconnection Customer's existing Large Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property. The portions of the deposit of $50,000 that have not been applied as provided in this Section 3.~~3~~4.1 shall be refundable if (i) the Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.~~6~~7, 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 LGIA. Otherwise, any unused balance of the deposit of $50,000 shall be non-refundable and applied on a pro-rata basis to offset costs incurred by

Interconnection Customers with lower Queue Positions that are subject to re-study, as determined by the System Operator in accordance with the provisions of this LGIP, as a result of the withdrawal of an Interconnection Request with a higher Queue Position.

The deposit of $50,000 shall be applied toward the costs incurred by the System Operator associated with the Interconnection Request and Long Lead Facility treatment, as well as, the costs of the Interconnection Feasibility Study and/or the Interconnection System Impact Study, including the cost of developing the study agreements and their attachments, and the cost of developing the LGIA. 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 for NR Interconnection Service, the Interconnection Customer demonstrates Site Control within the cure period specified in Section 3.~~3~~4.3 after submitting its Interconnection Request, the additional deposit of $10,000 shall be refundable; otherwise, that deposit shall be applied as provided in Section 3.1, including, toward the costs of any Interconnection Studies pursuant to the Interconnection Request, the cost of developing the study agreement(s) and associated attachment(s), and the cost of developing the LGIA. 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~~4.1 also shall be refundable if (i) the Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.~~6~~7, 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 LGIA.

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

**3.~~3~~4.2 Acknowledgment of Interconnection Request.**

System Operator shall acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the request and attach a copy of the received Interconnection Request to the acknowledgement. With the System Operator's acknowledgement of a valid Interconnection Request, the System Operator shall provide to the Interconnection Customer an Interconnection Feasibility Study Agreement in the form of Appendix 2 or an Interconnection System Impact Study Agreement in the form of Appendix 3.

**3.~~3~~4.3 Deficiencies in Interconnection Request.**

An Interconnection Request will not be considered to be a valid Interconnection Request until all items in Section 3.~~3~~4.1 have been received by the System Operator. If an Interconnection Request fails to meet the requirements set forth in Section 3.~~3~~4.1, the System Operator shall notify the Interconnection Customer within five (5) Business Days of receipt of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide the System Operator the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice. Failure by Interconnection Customer to comply with this Section 3.~~3~~4.3 shall be treated in accordance with Section 3.~~7~~6.

**3.~~3~~4.4 Scoping Meeting.**

Within ten (10) Business Days after receipt of a valid Interconnection Request, System Operator shall establish a date agreeable to Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, for a Scoping Meeting, and such date shall be no later than thirty (30) Calendar Days from receipt of the valid Interconnection Request, unless otherwise mutually agreed upon by the Parties.

The purpose of the Scoping Meeting shall be (i) to discuss the estimated timeline for completing all applicable Interconnection Studies, and alternative interconnection options, (ii) to exchange pertinent information including any transmission data that would reasonably be expected to impact such interconnection options, (iii) to analyze such information, (iv) to determine the potential feasible Points of Interconnection, and (v) to discuss any other information necessary to facilitate the administration of the Interconnection Procedures. A PSCAD model is required for all wind and inverter-based Large Generating Facilities. If a PSCAD model is required for other Large Generating Facility types, the Parties shall discuss this at the Scoping Meeting. If the Interconnection Customer provided the technical data called for in Appendix 1, Attachment A (and Attachment A-1, if applicable) 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.

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 alternate 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~~5~~ OASIS Posting.**

**3.4~~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 (combined cycle, base load or combustion turbine and fuel type); and (x) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. Except in the case of an Affiliate, the list will not disclose the identity of the Interconnection Customer until the Interconnection Customer executes an LGIA or requests that the System Operator and Interconnecting Transmission Owner jointly file an unexecuted LGIA with the Commission. Before participating in a Scoping Meeting with an Interconnection Customer that is also an Affiliate, the Interconnecting Transmission Owner shall post on OASIS an advance notice of its intent to do so. The System Operator shall post to its OASIS site any deviations from the study timelines set forth herein. Interconnection Study reports and Optional Interconnection Study reports shall be posted to the System Operator's OASIS site subsequent to the meeting between the System Operator, Interconnecting Transmission Owner, and Interconnection Customer to discuss the applicable study results. The System Operator shall also post any known deviations in the Large Generating Facility's Initial Synchronization Date.

**3.5.2 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.

**3.5.2.1 Interconnection Feasibility Studies Processing Time.**

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

(B) Number of Interconnection Requests that had Interconnection Feasibility Studies completed for the System Operator's Administered Transmission System during the reporting quarter that were completed more than forty-five (45) Calendar Days after receipt by System Operator of the Interconnection Customer's executed Interconnection Feasibility Study Agreement,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Interconnection Feasibility Studies where such Interconnection Requests had executed Interconnection Feasibility Study Agreements received by System Operator more than forty-five (45) Calendar Days before the reporting quarter end,

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

(E) Percentage of Interconnection Feasibility Studies exceeding forty-five (45) Calendar Days to complete this reporting quarter, calculated as the sum of 3.5.2.1(B) plus 3.5.2.1(C) divided by the sum of 3.5.2.1(A) plus 3.5.2.1(C).

**3.5.2.2 Interconnection System Impact Studies Processing Time.**

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

(B) Number of Interconnection Requests that had Interconnection System Impact Studies completed for the System Operator's Administered Transmission System during the reporting quarter that were completed more than ninety (90) Calendar Days after receipt by System Operator of the Interconnection Customer's executed Interconnection System Impact Study Agreement,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete System Impact Studies where such Interconnection Requests had executed Interconnection System Impact Study Agreements received by System Operator more than ninety (90) Calendar Days before the reporting quarter end,

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

(E) Percentage of Interconnection System Impact Studies exceeding ninety (90) Calendar Days to complete this reporting quarter, calculated as the sum of 3.5.2.2(B) plus 3.5.2.2(C) divided by the sum of 3.5.2.2(A) plus 3.5.2.2(C).

**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 the 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 the Interconnection Customer,

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

**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 an Interconnection System Impact 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 execution of an LGIA or Interconnection Customer requests the filing of an unexecuted LGIA,

(F) 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 paragraph 3.5.2.1(A) through paragraph 3.5.2.4(F) for each calendar quarter within 30 days of the end of the calendar quarter. System Operator will keep the quarterly measures posted on its website for three 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 paragraphs 3.5.2.1(E), 3.5.2.2(E) or 3.5.2.3(E) exceeds 25 percent for two consecutive calendar quarters, System Operator will have to comply with the measures below for the next four consecutive calendar quarters and must continue reporting this information until System Operator reports four consecutive calendar quarters without the values calculated in 3.5.2.1(E), 3.5.2.2(E) or 3.5.2.3(E) exceeding 25 percent for two consecutive calendar quarters:

(i) System Operator must submit a report to the Commission describing the reason for each study

or group of clustered studies pursuant to an Interconnection Request that exceeded its deadline (*i.e.*, 45, 90 or 180 days) for completion (excluding any allowance for Reasonable Efforts). 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 45 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 30 days of the end of the calendar quarter.

**3.~~5~~6 Coordination with Affected Systems.**

The System Operator will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected Parties and, if possible, include those results (if available) in its applicable Interconnection Study within the time frame specified in this LGIP. The System Operator will include such Affected Parties in all meetings held with the Interconnection Customer as required by this LGIP. The Interconnection Customer will cooperate with the System Operator and Interconnecting Transmission Owner in all matters related to the conduct of studies and the determination of modifications to Affected Systems. The Interconnection Customer shall be responsible for the costs associated with the studies or portions of studies associated with the Affected Systems. Payment and refunds associated with the costs of such studies will be coordinated between the Interconnection Customer and the Affected Party(ies) unless such costs are included in the costs of the Interconnection Study, in which case, the 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 Affected Parties in all matters related to the conduct of studies and the determination of modifications to Affected Systems. Nothing in the foregoing is intended to authorize the Interconnection Customer to receive interconnection, related facilities or other services on an Affected System, and provision of such services must be handled through separate arrangements with Affected Party(ies).

**3.~~6~~7 Withdrawal.**

The Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to System Operator, which System Operator will transmit to Interconnecting Transmission Owner and any Affected Parties. In addition, if the Interconnection Customer fails to adhere to all requirements of this LGIP, except as provided in Section 13.5 (Disputes), the System Operator shall deem the Interconnection Request to be withdrawn and shall provide written notice to the Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Except as otherwise provided elsewhere in this LGIP, 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 System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same.

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

The System Operator shall update the OASIS Queue Position posting. Except as otherwise provided elsewhere in this LGIP, the System Operator and the Interconnecting Transmission Owner shall arrange

to refund to the Interconnection Customer any portion of the Interconnection Customer's deposit or study payments that exceeds the costs incurred, including interest calculated in accordance with section 35.19a(a)(2) of the Commission's regulations, or arrange to charge to the Interconnection Customer any amount of such costs incurred that exceed the Interconnection Customer's deposit or study payments, including interest calculated in accordance with section 35.19a(a)(2) of the Commission's regulations. In the event of such withdrawal, System Operator, subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information, shall provide, at Interconnection Customer's request, all information developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

**3.8 Identification of Contingent Facilities.**

System Operator shall identify Contingent Facilities before the execution of the LGIA 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. Contingent Facilities that are identified during the evaluation of the Interconnection Request shall be documented in the Interconnection System Impact Study report or the LGIA for the Large Generating Facility. System Operator shall also provide, upon request of the 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.

## SECTION 4. QUEUE POSITION.

### 4.1 General.

System Operator shall assign a Queue Position based upon the date and time of receipt of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not valid is the

lack of required information on the application form in Appendix 1 to this LGIP, and Interconnection Customer provides such information in accordance with Section 3.~~3~~4.3, 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 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 LGIP. 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.

### 4.1.1 Order of Interconnection Requests in the CNR Group Study

Participation in a CNR Group Study shall be a prerequisite to achieve CNR Interconnection Service and CNI Interconnection Service. The CNR Group Study (to be conducted in accordance with Section III.13.1.1.2.3 of the Tariff) shall include all Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service that have an associated New Capacity Show of Interest Form that was submitted during the New Capacity Show of Interest Submission Window for the purpose of qualification for participation in the same Forward Capacity Auction for a Capacity Commitment Period, in accordance with Section III.13.1.1.2 of the Tariff, as well as Long Lead Facilities in accordance with Section 3.2.3. Where a CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a

lower Queue Position is associated with a New Capacity Show of Interest Form that was submitted for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and another CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a higher Queue Position is not associated with a New Capacity Show of Interest Form that was submitted for qualification until a subsequent Forward Capacity Auction, the CNR Interconnection Service or CNI Interconnection Service Interconnection Request with the lower Queue Position will be included in the CNR Group Study prior to the CNR Interconnection Service or the CNI Interconnection Service Interconnection Request with the higher Queue Position.

However, where an Interconnection Customer with a CNR Interconnection Service Interconnection Request submits a New Capacity Show of Interest Form for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and identifies in that New Capacity Show of Interest Form one or more Elective Transmission Upgrade Interconnection Request(s) for an Internal ETU that is not already included in the network model pursuant to Section III.12 of the Tariff for the particular Forward Capacity Auction, the CNR Interconnection Request will be included in the CNR Group Study at the lowest of the CNR Interconnection Request's or its associated Elective Transmission Upgrade Interconnection Request(s) for the Internal ETU's Queue Position. Where multiple Interconnection Customers' CNR Interconnection Service Interconnection Requests are associated with the same lower Queue Position for an Elective Transmission Upgrade Interconnection Request for an Internal ETU in the CNR Group Study, the CNR Interconnection Request's Queue Position will be used as the tie breaker to dictate the relative order in which the CNR Interconnection Service Interconnection Request will be included in the CNR Group Study.

An Interconnection Customer with a Generating Facility or that is associated with an Import Capacity Resource in the case of an Elective Transmission Upgrade that is treated as a Conditional Qualified New Resource, in accordance with Section III.13.1.1.2.3(f) of the Tariff, may be responsible for the facilities and upgrades associated with an overlapping CNR Interconnection Service or CNI Interconnection Service Interconnection Request having a higher Queue Position if the Conditional Qualified New Resource obtains a Capacity Supply Obligation through a Forward Capacity Auction under Section III.13.2.5 of the Tariff.

An Interconnection Customer with a lower queued CNR Interconnection Service Interconnection Request for a Generating Facility or CNI Interconnection Service Interconnection Request for an Elective Transmission Upgrade that has achieved Commercial Operation and obtained CNR Interconnection Service or CNI Interconnection Service, respectively, may be responsible for additional facilities and upgrades if the related higher queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains CNR Interconnection Service or CNI Interconnection Service, respectively. In such circumstance, Appendix A to the Interconnection Agreement for the lower queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request shall specify the facilities and upgrades for which the Interconnection Customer shall be responsible if the higher queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains CNR Interconnection Service or CNI Interconnection Service, respectively.

### 4.2 Clustering.

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 Large Generating Facility.

#### 4.2.1 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 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 rated at or above 115 kV AC or HVDC.

#### 4.2.2 Notice of Initiation of Cluster Studies.

When the combination of the triggers specified in Section 4.2.1 of this LGIP 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 LGIP, 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 LGIP. 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 LGIP, 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 LGIP.

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 (and Attachment A-1, if applicable), to support the conduct of the CRPS.

### 4.2.3 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 LGIP, 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 in the final CRPS report as eligible to be studied in the CSIS must, in writing:

(i) withdraw the Interconnection Request, pursuant to Section 3.~~6~~7;

(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 4.2.3.2.1; or

(iii) 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-2 of this LGIP, 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 Attachment A-1, if applicable), and a refundable study deposit, to the extent that any additional study deposit is required, in accordance with Section 7.2 of this LGIP.

**(3) Cluster Participation Deposit for the CSIS.** By the Cluster Entry Deadline, Interconnection Customer also must 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 4.2.3.4 of this LGIP, 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 system 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 3.~~6~~7 of this LGIP) to Interconnection Customer with an Interconnection Request that met the cluster entry requirements: (i) if the 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 withdraws the Interconnection Request, pursuant to Section 3.~~6~~7, before the CSIS starts, (ii) if the CSIS is initially oversubscribed as described in Section 4.2.3.3.2 of this LGIP (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 3.~~6~~7, within thirty (30) Calendar Days after receipt of the draft CSIS report or the draft CFAC report in accordance with Sections 7.5 and 8.3 of this LGIP, respectively, (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 LGIP, (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 LGIP, 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.

**4.2.3.3 Cluster Filling, Oversubscription and Backfilling Upon Withdrawal.**

**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 LGIP, 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 such 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.

**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 LGIP. The System Operator will notify all Interconnection Customers with Interconnection Requests identified by the System Operator as eligible for backfilling that the respective Large 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 4.2.3.2 of this LGIP. 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 LGIP. 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 LGIP 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 LGIP 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 LGIP, 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.**

Notwithstanding any other provision in this LGIP, 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 LGIP.

**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 LGIP 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 LGIP, 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 Participation Deposit.** Within thirty (30) Calendar Days after receipt of the final CFAC report in accordance with Section 8.3 of this LGIP, 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 system upgrades shall be in accordance with Schedule 11, Section II of this Tariff.

The additional Cluster Participation Deposit provided under this Section 4.2.4 will be fully refunded (with interest to be calculated in accordance with Section 3.~~6~~7 of this LGIP) to Interconnection Customer that submitted the additional Cluster Participation Deposit if the conditions specified in Sections 4.2.3.2.2(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.

**4.3 Transferability of Queue Position**.

An Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Generating Facility identified in the Interconnection Request and the Point of Interconnection does not change. The Interconnection Customer must notify the System Operator, in writing, of any transfers of Queue Position and must provide the System Operator with the transferee's contact information, and System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same.

**4.4 Modifications.**

The Interconnection Customer shall submit to System Operator and Interconnecting Transmission Owner, in writing, modifications to any information provided in the Interconnection Request, including its

attachments. The Interconnection Customer shall retain its Queue Position if the modifications are in accordance with Sections 4.4.1 or 4.4.4, or are determined not to be Material Modifications pursuant to Section 4.4.2. The System Operator will notify the Interconnecting Transmission Owner, and, when System Operator deems it appropriate in accordance with applicable codes of conduct and confidentiality requirements, it will notify any Affected Party of such modifications.

A request to: (1) increase the energy capability or capacity capability output of a Generating Facility above that specified in an Interconnection Request, an existing Interconnection Agreement (whether executed or filed in unexecuted form with the Commission), or as established pursuant to Section 5.2 of this LGIP shall require a new Interconnection Request for the incremental increase and such Interconnection Request will receive the lowest Queue Position available at that time for the purposes of cost allocation and study analysis; and (2) change from NR Interconnection Service to CNR Interconnection Service, at any time, shall require a new Interconnection Request for CNR Interconnection Service and such Interconnection Request will receive the lowest Queue Position available at that time for the purposes of cost allocation and study analysis. Notwithstanding the foregoing, an Interconnection Customer with an Interconnection Request for CNR Interconnection Service has until the Forward Capacity Auction for which the associated Capacity Commitment Period begins less than seven (7) years (or the years agreed to pursuant to Section 3.~~3~~4.1 or Section 4.4.5) from the date of the original Interconnection Request for CNR Interconnection Service to clear the entire megawatt amount for which CNR Interconnection Service was requested. A new Interconnection Request for CNR Interconnection Service will be required for the Generating Facility to participate in any subsequent auctions.

During the course of the Interconnection Studies, either the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request. To the extent the identified changes 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 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 commencement of the Interconnection System Impact Study, modifications permitted under this Section shall include specifically: (a) a decrease of up to 60 percent of electrical output (MW) of the proposed Large 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) accomplished by applying System Operator-approved injection-limiting equipment proposed by the Interconnection Customer and subject to review in the Interconnection System Impact Study; (b) modifying the technical parameters associated with the Large Generating Facility technology or the Large Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration. Notwithstanding the foregoing, an Interconnection Customer may decrease the electrical output of a proposed Large Generating Facility after the Cluster Entry Deadline specified in Section 4.2.3.1 of this LGIP; 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, Interconnection Customer may first request that the System Operator and Interconnecting Transmission Owner evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, the System Operator in consultation with the Interconnecting Transmission Owner, and in consultation with any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall evaluate, at the Interconnection Customer's cost, the proposed modifications prior to making them and the System Operator will inform the Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Any change to the Point of Interconnection, except those deemed acceptable under Sections 4.4.1, 6.1, 7.2 or so allowed elsewhere, shall constitute a Material Modification. The Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.

**4.4.3** Upon receipt of Interconnection Customer's request for modification that does not constitute a Material Modification and therefore is permitted under this Section 4.4, the System Operator in

consultation with the Interconnecting Transmission Owner and in consultation with any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall commence and perform any necessary additional studies as soon as practicable, but in no event shall the System Operator, Interconnecting Transmission Owner, or Affected Party commence such studies later than thirty (30) Calendar Days after receiving notice of Interconnection Customer's request. Any additional studies resulting from such modification shall be done at Interconnection Customer's cost.

**4.4.4** Extensions of less than three (3) cumulative years in the Commercial Operation Date, In-Service Date or Initial Synchronization Date of the Large Generating Facility to which the Interconnection Request relates are not material and should be handled through construction sequencing, provided that the extension(s) do not exceed seven (7) years from the date the Interconnection Request was received by the System Operator.

**4.4.5** Extensions of three (3) or more cumulative years in the Commercial Operation Date, In-Service Date or Initial Synchronization Date of the Large Generating Facility to which the Interconnection Request relates or any extension of a duration that results in the Initial Synchronization Date exceeding the date the Interconnection Request was received by the System Operator by seven (7) or more years is a Material Modification unless the Interconnection Customer demonstrates to the System Operator due diligence, including At-Risk Expenditures, in pursuit of permitting, licensing and construction of the Large Generating Facility to meet the Commercial Operation Date, In-Service Date or Initial Synchronization Date provided in the Interconnection Request. Such demonstration shall be based on evidence to be provided by the Interconnection Customer of accomplishments in permitting, licensing, and construction in an effort to meet the Commercial Operation Date, In-Service Date or Initial Synchronization Date provided in this Interconnection Request. Such evidence may include filed documents, records of public hearings, governmental agency findings, documentation of actual construction progress or documentation acceptable to the System Operator showing At-Risk Expenditure made previously, including the previous four (4) months. If the evidence demonstrates that the Interconnection Customer did not undertake reasonable efforts to meet the Commercial Operation Date, In-Service Date or Initial Synchronization Date specified in the Interconnection Request, or demonstrates that reasonable efforts were not undertaken until four (4) months prior to the request for extension, the

request for extension shall constitute a Material Modification. The Interconnection Customer may then withdraw the proposed Material Modification or proceed with a new Interconnection Request for such modification.

**SECTION 5. PROCEDURES FOR TRANSITION.**

**5.1 Queue Position for Pending Requests.**

**5.1.1** Any Interconnection Customer assigned a Queue Position prior to ~~November 1, 2017~~[Effective Date], shall retain that Queue Position subject to Section 4.4 of the LGIP.

**5.1.1.1** If an Interconnection Study Agreement has not been executed prior to [Effective Date] ~~November 1, 2017~~, then such Interconnection Study, and any subsequent Interconnection Studies, shall be processed in accordance with the version of this LGIP in effect on [Effective Date]~~November 1, 2017~~ (or as revised thereafter).

**5.1.1.2** If an Interconnection Study Agreement has been executed prior to [Effective Date]~~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 [Effective Date]~~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 LGIP in effect on [Effective Date]~~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 LGIP 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.

**5.1.2** Transition Period. To the extent necessary, the System Operator, Interconnection Customers with an outstanding Interconnection Request (i.e., an Interconnection Request for which an LGIA has neither been executed nor submitted to the Commission for approval prior to [Effective Date]~~November 1, 2017~~), Interconnecting Transmission Owner and any other Affected Parties, shall transition to proceeding under the version of the LGIP in effect as of [Effective Date]~~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 [Effective Date]~~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 LGIA has not yet been submitted to the Commission for approval in executed or unexecuted form, (iii) where the relevant Interconnection Study Agreements have not yet been executed, or (iv) where any of the relevant Interconnection Studies are in process but not yet completed. Any Interconnection Customer with an outstanding Interconnection Request as of the effective date of this LGIP 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 LGIP.

**5.1.3 One-Time Election for CNR Interconnection Service at Queue Position Assigned Prior to February 1, 2009.**

An Interconnection Customer with an outstanding Interconnection Request will be eligible to make a one-time election to be considered for CNR Interconnection Service at the Queue Position assigned prior to February 1, 2009. The Interconnection Customer's one-time election must be made by the end of the New Generating Capacity Show of Interest Submission Window for the fourth Forward Capacity Auction. The Interconnection Customer's one-time election may also include a request for Long Lead Facility Treatment, which shall be subject to review pursuant to Section 3.2.3, and, if applicable, a request for a change of the Commercial Operation Date, in accordance with Sections 4.4.4 and 4.4.5. Interconnection Customers requesting CNR Interconnection Service will be required to comply with the requirements for CNR Interconnection Service set forth in Section 3.2.1. Interconnection Customers

requesting CNR Interconnection Service that have not received a completed Interconnection System Impact Study may request a preliminary, non-binding, analysis of potential upgrades that may be necessary for the fourth Forward Capacity Auction – the prompt or near-term auction – pursuant to Sections 6.3 or 7.3, whichever is applicable.

**5.2 Grandfathering.**

**5.2.1** An Interconnection Customer's Generating Facility that is interconnected pursuant to an Interconnection Agreement executed or submitted to the Commission for approval prior to February 1, 2009, will maintain its status as a Network Resource with Network Resource Interconnection Service eligible to participate in the New England Markets, in accordance with the requirements of Market Rule 1, Section III of the Tariff, up to the megawatt amount specified in the Interconnection Agreement, subject to the Interconnection Customer satisfying all requirements set forth in the Interconnection Agreement and this LGIP. If the Generating Facility does not meet the criteria set forth in Section 5.2.3 of this LGIP, the Interconnection Customer will be eligible to make a one-time election, pursuant to Section 5.1.3, for Capacity Network Resource treatment without submitting a new Interconnection Request; however, the Interconnection Customer will be required to comply with the requirements for CNR Interconnection Service set forth in Section 3.2.1. Upon completion of the requirements to obtain CNR Interconnection Service, the Interconnection Customer's Interconnection Agreement shall be amended to conform to the LGIA in Appendix 6 of this LGIP.

**5.2.2** An Interconnection Customer's Generating Facility governed by an Interconnection Agreement either executed or filed with the Commission in unexecuted form prior to August 1, 2008, shall maintain the Queue Position assigned as of August 1, 2008, and be eligible to participate in the New England Markets, in accordance with the requirements in Market Rule 1, Section III of the Tariff, as in effect as of August 1, 2008, so long as the Interconnection Customer complies with all of the requirements specified in the Interconnection Agreement, including achieving the milestones associated with At-Risk Expenditures, subject to Section 4.4 of this LGIP.

**5.2.3** All resources that are treated as Existing Generating Capacity Resources in the fourth Forward Capacity Auction pursuant to Section III.13 of the Tariff shall receive treatment as a CNR and obtain

CNR Interconnection Service, in accordance with this LGIP, up to the CNR Capability of the resource. The grandfathered CNR Capability for these resources shall be equal to the megawatt amount established pursuant to the following hierarchy:

(a) First, the megawatt amount specified in an Interconnection Agreement (whether executed or filed in unexecuted form with the Commission).

(b) Second, in the absence of an Interconnection Agreement with a specified megawatt amount, the megawatt amount specified in an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision).

(c) Third, in the absence of an Interconnection Agreement and an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) with a specified megawatt amount, as determined by the System Operator based on documented historic capability of the Generating Facility.

Where a resource has both an Interconnection Agreement and an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision), the lower megawatt amount will govern until the resource completes the applicable process(es) under the Tariff for obtaining the higher megawatt amount. The absence of an Interconnection Agreement or an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) specifying a megawatt amount shall be confirmed by an affidavit executed by a corporate officer of the resource attesting that the resource does not have an Interconnection Agreement and/or an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) that specifies a megawatt amount.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) specifies a megawatt amount at an ambient temperature consistent with the definition of CNR Capability, the grandfathered CNR Capability shall be equal to that amount.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) does not specify an ambient temperature, the megawatt amount will be deemed to be at the value consistent with the definition of CNR Capability.

Where the implementation of this Section 5.2.3 results in a CNR Capability that is different than previously had been identified, the revised CNR Capability will be applied commencing with the next Forward Capacity Auction qualification process (after the revised CNR Capability value is identified), which is initiated by the closing deadline of the Show of Interest Submission Window in accordance with Section III.13 of the Tariff. The revised CNR Capability will continue to govern until the resource completes the applicable process(es) for obtaining the higher megawatt amount.

**5.2.4** All resources that are treated as Existing Generating Capacity Resources in the fourth Forward Capacity Auction pursuant to Section III.13 of the Tariff shall receive treatment as a NR and obtain NR Interconnection Service, in accordance with this LGIP, up to the NR Capability of the resource. The grandfathered NR Capability shall be determined pursuant to the hierarchy set forth in Section 5.2.3.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) of a resource for which a temperature-adjustment curve is used for the claimed capability verification, as set forth in the ISO New England Manuals, specifies a megawatt amount at an ambient temperature, the grandfathered NR Capability shall be equal to a temperature-adjusted value consistent with the definition of NR Capability.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) does not specify an ambient temperature, the megawatt amount will be deemed to be at the value consistent with the definition of NR Capability.

### 5.3 New System Operator or Interconnecting Transmission Owner.

If the System Operator transfers operational control of the New England Transmission System to a successor System Operator during the period when an Interconnection Request is pending, the System Operator shall transfer to the successor System Operator any amount of the deposit or payment with interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by this LGIP shall be paid by or refunded to the Interconnection Customer, as appropriate. The System Operator shall coordinate with the

successor System Operator to complete any Interconnection Study, as appropriate, that the System Operator has begun but has not completed.

If the Interconnecting Transmission Owner transfers ownership of its transmission facilities to a successor transmission owner during the period when an Interconnection Request is pending, and System Operator in conjunction with Interconnecting Transmission Owner has tendered a draft LGIA to the Interconnection Customer but the Interconnection Customer has not either executed the LGIA or requested the filing of an unexecuted LGIA with the Commission, unless otherwise provided, the Interconnection Customer must complete negotiations with the successor transmission owner.

## SECTION 6. INTERCONNECTION FEASIBILITY STUDY.

### 6.1 Interconnection Feasibility Study Agreement.

Except as otherwise provided in Section 4.2.3.4 of this LGIP, 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~~4.4, 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). 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 Feasibility Study each month and shall include in such invoices all employee hours and third party consultant hours, including subcontractor hours, expended toward the Interconnection Feasibility Study.

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 (and Attachment A-1, if applicable) or Attachment

B, depending on the scope elected pursuant to Section 3.~~3~~4.1. 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~~4.4, 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 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 (and Attachment A-1, if applicable) 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 Large 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 Large 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 6.2, the Interconnection Feasibility Study report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

**6.3 Interconnection Feasibility Study Procedures.**

The System Operator in coordination with Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection Feasibility Study no later than forty-five (45) Calendar Days after System Operator and Interconnecting Transmission Owner receive the fully executed Interconnection Feasibility Study Agreement, study deposit and required technical data in accordance with Section 6.1. At the request of the Interconnection Customer or at any time the System Operator or the Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Feasibility Study, the System Operator shall notify the Interconnection Customer as to the schedule status of the Interconnection Feasibility Study. If the System Operator is unable to complete the Interconnection Feasibility Study within that time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. 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.

System Operator shall study the Interconnection Request at the level of Interconnection Service requested by the Interconnection Customer for purposes of determining necessary Interconnection Facilities and Network Upgrades, and at the full Generating Facility capability to ensure the

acceptability of the proposed control technology to restrict the facility's output and the safety or reliability of the system.

**6.3.1 Meeting with Parties**.

Within ten (10) Business Days of providing an Interconnection Feasibility Study report to the Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Feasibility Study.

**6.4 Re-Study.**

If re-study of the Interconnection Feasibility Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project subject to Section 4.4, (iii) a re-designation of the Point of Interconnection pursuant to Section 6.1, (iv) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resource(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (v) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take not longer than sixty (60) Calendar Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection Feasibility Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Feasibility Study Agreement.

The Interconnection Customer shall have the option to waive the re-study and elect to have the re-study performed as part of its Interconnection System Impact Study. The Interconnection Customer shall provide written notice of the waiver and election of moving directly to the Interconnection System Impact Study within five (5) Business Days of receiving notice from the System Operator of the required re-study.

## SECTION 7. INTERCONNECTION SYSTEM IMPACT STUDY.

### 7.1 Interconnection System Impact Study Agreement.

If the Interconnection Customer did not request that the Interconnection Feasibility Study be completed as a separate and distinct study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and the System Operator shall be responsible for generating only one final report, which will include the results of both Section 6 and Section 7.

Within five (5) Business Days following the Interconnection Feasibility Study results meeting, or subsequent to the Scoping Meeting within five (5) Business Days following the receipt of designation of the Point(s) of Interconnection and type of study to be performed pursuant to Section 3.~~3~~4.4, 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 LGIA.

### 7.2 Execution of Interconnection System Impact Study Agreement.

The Interconnection Customer shall execute the Interconnection System Impact Study Agreement and deliver the executed Interconnection System Impact Study Agreement to the System Operator no later than thirty (30) Calendar Days after its receipt along with a demonstration of Site Control and the technical data called for in Appendix 1, Attachment A (and Attachment A-1, if applicable), and the Interconnection Customer shall also deliver a refundable deposit. An Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to the Interconnection Customer's existing Large Generating Facility and the Interconnection Customer has

certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property. The deposit for the study shall be: (i) the greater of 100 percent of the estimated cost of the study or $250,000; or (ii) the lower of 100 percent of the estimated costs of the study or $50,000, if the Interconnection Customer can provide: (1) evidence of applications for all Major Permits, as defined in Section III.13.1.1.2.2.2(a) of the Tariff, required in support of the Interconnection Request or written certification that Major Permits are not required, or (2) evidence acceptable to the System Operator of At-Risk Expenditures (excluding Interconnection Study costs) totaling at least the amounts of money described in (i) above; or (iii) the lower of 100 percent of the estimated costs of the study or $50,000, if the Interconnection Request is for a modification to an existing Large Generating Facility that does not increase the energy capability or capacity capability of the Large Generating Facility.

The deposit shall be applied toward the cost of the Interconnection System Impact Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the LGIA. 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 costs of Interconnection System Impact Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the System Impact Study, including the study agreement and its attachment(s) and the LGIA. 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 System Impact 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. 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.

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 (and Attachment A-1, if applicable); provided that if a PSCAD model for a non-wind or non-inverter-based Large Generating Facility was determined to be needed at the Scoping Meeting, then the Interconnection Customer shall have ninety (90) Calendar Days from the execution of the System Impact Study Agreement to provide the PSCAD model.

If the Interconnection Customer does not provide all such technical data when it delivers the Interconnection System Impact Study Agreement, the System Operator shall notify the Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed Interconnection System Impact Study Agreement and the Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Interconnection System Impact Study Agreement or deposit.

If the Interconnection System Impact Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting or the Interconnection Feasibility Study, a substitute Point of Interconnection identified by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and acceptable to each Party, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and re-studies shall be completed pursuant to Section 7.6 as applicable. For the purpose of this Section 7.2, if the Parties cannot agree on the substituted Point of Interconnection,

then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement or Interconnection System Impact Study depending on whether Interconnection Customer requested that the Interconnection Feasibility Study be completed as a separate and distinct study or as part of the Interconnection System Impact Study, as specified pursuant to Section 3.~~3~~4.4, shall be the substitute.

**7.3 Scope of Interconnection System Impact Study.**

The Interconnection System Impact Study shall evaluate the impact of the proposed interconnection on the reliability and operation of the New England Transmission System. The Interconnection System Impact Study will consider the Base Case as well as all generating facilities and Elective Transmission Upgrades (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued interconnection) that, on the date the Interconnection System Impact Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the New England Transmission System and may have an impact on the Interconnection Request; and (iv) have no Queue Position but have executed an Interconnection Agreement or requested that an unexecuted Interconnection Agreement be filed with the Commission (the "Study Case" for the Interconnection System Impact Study). An Interconnection Customer with a CNR Interconnection Request may also request that the Interconnection System Impact Study include a preliminary, non-binding, analysis to identify potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff, based on a limited set of assumptions to be specified by the Interconnection Customer and reflected in Attachment A to the Interconnection System Impact Study Agreement.

The Interconnection System Impact Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, 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 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. For purposes of determining necessary Interconnection Facilities and Network Upgrades, the Interconnection System Impact Study shall consider the level of Interconnection Service requested by the Interconnection Customer. However, the Interconnection System Impact 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 Interconnection System Impact Study report will provide (i) a list of facilities that are required as a result of the Interconnection Request and a non-binding good faith estimate of cost responsibility; (ii) a non-binding good faith estimated time to construct; (iii) a protection assessment to determine the required protection upgrades; and may provide (iv) an evaluation of the siting of the Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environment work. To the extent the Interconnection Customer requested a preliminary analysis as described in this Section 7.3, the Interconnection System Impact Study report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

**7.4 Interconnection System Impact Study Procedures.**

The System Operator shall coordinate the Interconnection System Impact Study with the Interconnecting Transmission Owner, and with any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, that is affected by the Interconnection Request pursuant to Section 3.~~5~~ 6 above. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection System Impact Study within ninety (90) Calendar Days after the receipt of the Interconnection System Impact Study Agreement, study deposit, demonstration of Site Control, if Site Control is required, and required technical data in accordance with Section 7.2. If System Operator 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 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 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 all supporting documentation, workpapers and relevant Study Case power flow, short circuit and stability databases that have been developed for the Interconnection System Impact 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 Attachment A-1, if applicable), 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 LGIP.

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 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 LGIA: (i) Siting approval for the Generating Facility and Interconnection Facilities; (ii) Engineering of Interconnection Facilities approved by Interconnecting Transmission Owner; (iii) Ordering of long lead time material for Interconnection Facilities and system upgrades; (iv) Initial Synchronization Date; and (v) Commercial Operation Date.

Within thirty (30) Calendar Days of the Interconnection Customer receiving the Interconnection System Impact Study report, the Interconnection Customer shall provide written comments on the report or written notice that it has no comments on the report. The System Operator shall issue a final Interconnection System Impact Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving the Interconnection Customer's notice that it will not provide comments.

**7.6 Re-Study.**

If re-study of the Interconnection System Impact Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project subject to Section 4.4, (iii) re-designation of the Point of Interconnection pursuant to Section 7.2, (iv) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resource(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (v) a modification to a transmission

project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing.

Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than sixty (60) Calendar Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection System Impact Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection System Impact Study Agreement.

### 7.7 Operational Readiness.

The System Operator shall, as close to the Interconnection Customer's actual Synchronization Date as reasonably possible, ensure that operational analysis, including current stability analyses, power flow analyses, and any other analyses deemed necessary by the System Operator, are performed, and that procedures are developed or updated to address the operation of the New England Transmission System with the addition of the Interconnection Customer's Generating Facility. The operational analysis will also include tests of system performance with selected facilities out of service. Such studies shall be performed at the expense of the Interconnection Customer.

The System Operator is not obligated to perform the operational analyses described in this Section 7.7 if, in the exercise of reasonable discretion, the System Operator in consultation with Interconnecting Transmission Owner determines that interconnection of the Interconnection Customer's Generating Facility to the Administered Transmission System is remote and speculative.

## SECTION 8. INTERCONNECTION FACILITIES STUDY.

### 8.1 Interconnection Facilities Study Agreement.

Except as otherwise provided in Section 4.2.4 of this LGIP, the Interconnection Customer may waive the Interconnection Facilities Study and instead elect expedited interconnection, which means that the Interconnection Customer may enter into E&P Agreements under Section 9 if it had not already done so, and shall enter into an LGIA in accordance with the requirements specified in Section 11.

If the Interconnection Customer waives the Interconnection Facilities Study, the Interconnection Customer, subject to the specific terms of the E&P Agreements, assumes all risks and shall pay all costs associated with equipment, engineering, procurement and construction work covered by the Interconnection Facilities Study as described in Section 8.2 below.

The System Operator shall provide to the Interconnection Customer an Interconnection Facilities Study Agreement in the form of Appendix 4 to this LGIP simultaneously with the delivery of the Interconnection System Impact Study to the Interconnection Customer.

The Interconnection Facilities Study Agreement shall provide that the Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Interconnection Facilities Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the LGIA. Within three (3) Business Days following the Interconnection System Impact Study results meeting, the System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer a non-binding good faith estimate of the cost for completing the Interconnection Facilities Study in accordance with requirements specified in Section 8.3. The Interconnection Customer shall execute the Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to the System Operator within thirty (30) Calendar Days after its receipt, together with the required technical data and the refundable deposit for the Interconnection Facilities Study. In accordance with Section 8.3, the Interconnection Customer shall specify in Attachment A to the Interconnection Facilities Study Agreement whether it wants no more than a +/- 20 percent or a +/- 10 percent good faith cost estimate contained in the report. The deposit for the study shall be either: (i) the greater of twenty-five percent of the estimated cost of the study or $250,000; or (ii) the greater of 100 percent of one month's estimated study cost or $100,000, if the Interconnection Customer can provide: (1) evidence of applications for all Major Permits, as defined in Section III.13.1.1.2.2.2 of the Tariff, required in support of the Interconnection Request, or provide certification that Major Permits are not required or (2) evidence acceptable to the System Operator of At-Risk Expenditures (excluding Interconnection Study costs) totaling at least the amounts of money in (i) above, not including the same At-Risk Expenditures demonstrated with the Interconnection System Impact Study Agreement, if applicable; or (iii) the greater of 100 percent of one month's estimated study cost or $100,000, if the Interconnection Request is for a modification to an existing Large Generating

Facility that does not increase the energy capability or capacity capability of the Large Generating Facility.

Any difference between the study deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the cost of the Interconnection Facilities Studies that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the Interconnection Facilities Study, the study agreement and its attachment(s) and the LGIA. 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. 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 each month. The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposit until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

**8.2 Scope of Interconnection Facilities Study.**

The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facility to the Administered Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated

cost of any Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The scope and cost of the Interconnection Facilities Study shall include completion of any engineering work limited to what is reasonably required to (i) estimate such aforementioned cost to the accuracy specified by the Interconnection Customer pursuant to Section 8.3, (ii) identify, configurations of required facilities and (iii) identify time requirements for construction and installation of required facilities.

**8.3 Interconnection Facilities Study Procedures.**

The System Operator shall coordinate the Interconnection Facilities Study with Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, pursuant to Section 3.~~5~~ 6 above. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the study and the System Operator shall issue a draft Interconnection Facilities Study report to the Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, within the following number of days after receipt of an executed Interconnection Facilities Study Agreement: ninety (90) Calendar Days, with no more than a +/- 20 percent good faith cost estimate contained in the report; or one hundred eighty (180) Calendar Days, if the Interconnection Customer requests a +/- 10 percent good faith cost estimate. Such cost estimates either individually or in the aggregate will be provided in the final study report. If the System Operator uses Clustering, the System Operator and the 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 as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, as to the schedule status of the Interconnection Facilities Study.

If the System Operator is unable to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report within the time required, the System Operator shall notify the Interconnection Customer, Interconnecting Transmission Owner and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and provide an estimated completion date and an explanation of the reasons why additional time is required.

The Interconnection Customer and appropriate Affected Parties may, within thirty (30) Calendar Days after receipt of the draft report, provide written comments to the System Operator and Interconnecting Transmission Owner, which the System Operator shall include in the final report. The System Operator shall issue the final Interconnection Facilities Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. The System Operator may reasonably extend such fifteen-day period upon notice to the Interconnection Customer if the Interconnection Customer's comments require the System Operator or Interconnecting Transmission Owner to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities Report. Upon request, the System Operator and Interconnecting Transmission Owner shall provide the Interconnection Customer and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, or any third party consultant retained by the Interconnection Customer supporting documentation, with workpapers, and databases or data developed in the preparation of the Interconnection Facilities Study. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to the Interconnection Customer.

**8.4 Meeting with Parties.**

Within ten (10) Business Days of providing a draft Interconnection Facilities Study report to Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the

System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Facilities Study.

**8.5 Re-Study.**

If re-study of the Interconnection Facilities Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project subject to Section 4.4, (iii) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resource(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (iv) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than sixty (60) Calendar Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection Facilities Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Facilities Study Agreement.

**SECTION 9. ENGINEERING & PROCUREMENT ("E&P") AGREEMENT.**

Prior to executing an LGIA, an Interconnection Customer may request, in order to advance the implementation of its interconnection, and the Interconnecting Transmission Owner and any Affected Party shall offer the Interconnection Customer, an E&P Agreement that authorizes the Interconnecting Transmission Owner and any Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, the Interconnecting Transmission Owner or any Affected Party shall not be obligated to offer an E&P Agreement if the Interconnection Customer is in Dispute Resolution as a result of an allegation that the Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the LGIP. The E&P Agreement is an optional procedure and it will not alter the Interconnection Customer's Queue Position or Initial Synchronization Date. The E&P Agreement shall provide for the Interconnection Customer to pay the cost of all activities authorized by the Interconnection Customer, including a deposit of 100 percent of

the estimated engineering and study costs, and to make advance payments or provide other satisfactory security for such costs.

The Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If the Interconnection Customer withdraws its application for interconnection or an E&P Agreement is terminated by any Party, to the extent the equipment ordered can be canceled under reasonable terms, the Interconnection Customer shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably canceled, the Interconnecting Transmission Owner or the Affected Party that is a party to an E&P Agreement may elect: (i) to take title to the equipment, in which event the Interconnecting Transmission Owner or relevant Affected Party shall refund the Interconnection Customer any amounts paid by the Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (ii) to transfer title to and deliver such equipment to the Interconnection Customer, in which event the Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment.

## SECTION 10. OPTIONAL INTERCONNECTION STUDY.

### 10.1 Optional Interconnection Study Agreement.

On or after the date when the Interconnection Customer receives Interconnection System Impact Study report -and no later than five (5) Business Days after the study results meeting to review the report, the Interconnection Customer may request in writing, and the System Operator in coordination with the Interconnecting Transmission Owner shall perform, an Optional Interconnection Study. The request shall describe the assumptions that the Interconnection Customer wishes the System Operator to study within the scope described in Section 10.2. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, the System Operator shall provide to the Interconnecting Transmission Owner and the Interconnection Customer an Optional Interconnection Study Agreement in the form of Appendix 5.

The Optional Interconnection Study Agreement shall: (i) specify the technical data that the Interconnection Customer must provide for each phase of the Optional Interconnection Study, (ii) specify the Interconnection Customer's assumptions as to which Interconnection Requests with earlier queue priority dates will be excluded from the Optional Interconnection Study case, and (iii) specify the System Operator's and Interconnecting Transmission Owner's estimate of the cost of the Optional Interconnection Study. To the extent known by the System Operator, such estimate shall include any costs expected to be incurred by any Affected System whose participation is necessary to complete the Optional Interconnection Study. The Optional Interconnection Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Optional Interconnection Study, including the cost of developing the study agreement and its attachment(s). Notwithstanding the above, the System Operator and Interconnecting Transmission Owner shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request.

The Interconnection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the required technical data and the refundable deposit for the Optional Interconnection Study to the System Operator. The deposit for the study shall be 100 percent of the estimated cost of the study. Any difference between the study deposit and the actual cost of the Optional Interconnection Study shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the costs of the Optional Interconnection Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the Optional Interconnection Study and the study agreement and its attachments(s). The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposits until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

**10.2 Scope of Optional Interconnection Study.**

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the results of the Optional Interconnection Study. The System Operator shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the types of Interconnection Services that are being studied. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

The Optional Interconnection Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, including thermal analysis and voltage analysis, a system protection analysis, and any other analyses that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner.

**10.3 Optional Interconnection Study Procedures.**

The executed Optional Interconnection Study Agreement, the prepayment, and technical and other data called for therein must be provided to the System Operator and Interconnecting Transmission Owner within ten (10) Business Days of the Interconnection Customer receipt of the Optional Interconnection Study Agreement. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Optional Interconnection Study within a mutually agreed-upon time period specified within the Optional Interconnection Study Agreement. If the System Operator and Interconnecting Transmission Owner are unable to complete the Optional Interconnection Study within such time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. In such circumtances, upon request, the System Operator and Interconnecting Transmission Owner shall provide the Interconnection Customer supporting documentation and workpapers and databases or data developed in the preparation of the Optional Interconnection Study to any third party consultant retained by the Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such

information. To the extent that any applicable information is not covered by any applicable confidentiality/disclosure requirements, such information may be provided directly to the Interconnection Customer.

**10.4 Meeting with Parties.**

Within ten (10) Business Days of providing an Optional Interconnection Study report to Interconnection Customer, System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Optional Interconnection Study.

**10.5 Interconnection Agreement Developed Based on Optional Interconnection Study.**

If the LGIA for a Large Generating Facility is based on the results of an Optional Interconnection Study, the LGIA shall reflect the conditions studied and any obligations that may involve: (i) additional studies if such conditions change, (ii) operational limits, or (iii) financial support for transmission upgrades.

**SECTION 11. STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT (LGIA).**

**11.1 Tender.**

Interconnection Customer shall tender comments or provide notice, in writing, to the System Operator and Interconnecting Transmission Owner that the Interconnection Customer has no comments on the draft Interconnection Facilities Study report or on the draft Interconnection System Impact Study report if the Interconnection Customer waived the Interconnection Facilities Study, within thirty (30) Calendar Days of receipt of the report. Except as provided in the E&P Agreement or any mutual agreement by the entities that would be Parties to the LGIA, the System Operator shall initiate the development of the LGIA process within fifteen (15) Calendar Days after the comments are submitted or waived, by tendering to the Interconnection Customer a draft LGIA, together with draft appendices completed by the System Operator, in conjunction with the Interconnecting Transmission Owner to the extent practicable. The draft LGIA shall be in the form of the System Operator's Commission-approved standard form LGIA which is in Appendix 6 to Schedule 22. The Interconnection Customer shall return the Interconnection

Customer specific information required to complete the form of LGIA, including the appendices, in Appendix 6 of Schedule 22 that the Interconnection Customer is willing to execute within thirty (30) Calendar Days after receipt of the draft from the System Operator.

**11.2 Negotiation.**

Notwithstanding Section 11.1, at the request of the Interconnection Customer, the System Operator and Interconnecting Transmission Owner shall begin negotiations with the Interconnection Customer concerning the appendices to the LGIA at any time after the Interconnection Facilities Study is complete or after the Interconnection System Impact Study is complete if the Interconnection Customer intends to waive the Interconnection Facilities Study. The System Operator, Interconnection Customer, and Interconnecting Transmission Owner shall negotiate concerning any disputed provisions of the appendices to the draft LGIA for not more than sixty (60) Calendar Days after tender by the System Operator of the draft LGIA pursuant to Section 11. If the Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the draft LGIA pursuant to Section 11.1 and request submission of the unexecuted LGIA with the Commission or initiate Dispute Resolution procedures pursuant to Section 13.5. If the Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to request either the filing of the unexecuted LGIA or initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if the Interconnection Customer has not executed the LGIA, requested filing of an unexecuted LGIA, or initiated Dispute Resolution procedures pursuant to Section 13.5 within sixty (60) Calendar Days of tender of by the System Operator of the draft LGIA pursuant to Section 11.1, it shall be deemed to have withdrawn its Interconnection Request. The System Operator and Interconnecting Transmission Owner shall provide to the Interconnection Customer a final LGIA within fifteen (15) Business Days after the mutually agreed completion of the negotiation process.

**11.3 Evidence to be Provided by Interconnection Customer; Execution and Filing of LGIA.**

**11.3.1 Evidence to be Provided by Interconnection Customer.**

**11.3.1.1 Site Control.** Within fifteen (15) Business Days after receipt of the final LGIA, the Interconnection Customer shall provide (A) to the System Operator, reasonable evidence of continued Site Control, or (B) to the Interconnecting Transmission Owner, posting of $250,000, non-refundable additional security, which shall be applied toward future construction costs. Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to the Interconnection Customer's existing Large Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property.

**11.3.1.2 Development Milestones.** Within fifteen (15) Business Days after receipt of the final LGIA, the Interconnection Customer also shall provide to the System Operator reasonable evidence that one or more of the following milestones in the development of the Large Generating Facility, to be elected by the Interconnection Customer, has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Large Generating Facility; (ii) the execution of a contract for the supply of cooling water to the Large Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Large Generating Facility; (iv) execution of a contract for the sale of electric energy or capacity from the Large Generating Facility; (v) application for an air, water, or land use permit.

At the same time, the Interconnection Customer 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, as defined in Section III.13.1.1.2.2.2(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 LGIA. If the Interconnection Customer selects option (B) above, it shall also commit in the LGIA to the achievement of: (i) milestones for the completion of Major Permit approvals, and (ii) in the case of a CNR

Interconnection Request, milestones to align the LGIA with the fulfillment of terms outlined in Section III.13 of the Tariff for participation in the Forward Capacity Market.

Within fifteen (15) Business Days after receipt of the final LGIA, an Interconnection Customer with an Interconnection Request studied using Clustering that provided the additional Cluster 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 LGIA. If the Interconnection Customer does not submit this deposit (or make the initial payment) by the fifteenth Business Day after receipt of the final LGIA, 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 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.

**11.3.2 Execution and Filing of LGIA.** Within fifteen (15) Business Days after receipt of the final LGIA, (i) the Interconnection Customer and Interconnecting Transmission Owner shall execute three (3) originals of the tendered LGIA and return them to the System Operator, who will send an original to Interconnecting Transmission Owner and Interconnection Customer; or (ii) the Interconnection Customer

shall request in writing that the System Operator and the Interconnecting Transmission Owner jointly file with the Commission an LGIA in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either the executed originals of the tendered LGIA (if it does not conform with a Commission-approved standard form of interconnection agreement) or the request to file an unexecuted LGIA, the System Operator and Interconnecting Transmission Owner, in accordance with Section 11.3.3 or Section 11.3.4, as appropriate, shall jointly file the LGIA with the Commission, together with its explanation of any matters as to which the System Operator, Interconnection Customer or Interconnecting Transmission Owner disagree and support for the costs that the Interconnecting Transmission Owner proposes to charge to the Interconnection Customer under the LGIA. An unexecuted LGIA should contain terms and conditions deemed appropriate by the System Operator and Interconnecting Transmission Owner for the Interconnection Request. If the Parties agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted LGIA, they may proceed pending Commission action.

With respect to the interconnection of an Interconnection Customer under Schedule 22, the LGIA shall be a three-party agreement among the Interconnecting Transmission Owner, the System Operator and the Interconnection Customer. If Interconnecting Transmission Owner, System Operator and Interconnection Customer agree to the terms and conditions of a specific LGIA, or any amendments to such an LGIA, then the System Operator and Interconnecting Transmission Owner shall jointly file the executed LGIA, or amendment thereto, with the Commission under Section 205 of the Federal Power Act. To the extent the Interconnecting Transmission Owner, System Operator and Interconnection Customer cannot agree to proposed variations from the standard form of LGIA in Appendix 6 or cannot otherwise agree to the terms and conditions of the LGIA for such Large Generating Unit, or any amendments to such an LGIA, then the System Operator and Interconnecting Transmission Owner shall jointly file an unexecuted LGIA, or amendment thereto, with the Commission under Section 205 of the Federal Power Act and shall identify the areas of disagreement in such filing, provided that, in the event of disagreement on terms and conditions of the LGIA related to the costs of upgrades to such Interconnecting Transmission Owner's transmission facilities, the anticipated schedule for the construction of such upgrades, any financial obligations of the Interconnecting Transmission Owner, and any provisions related to physical impacts of the interconnection on the Interconnecting Transmission Owner's transmission facilities or other assets,

then the standard applicable under Section 205 of the Federal Power Act shall apply only to the Interconnecting Transmission Owner's position on such terms and conditions.

**11.3.3** The Interconnecting Transmission Owner, acting on its own or jointly with the System Operator, may initiate a filing to amend this LGIP and the standard form of LGIA in Appendix 6 under Section 205 of the Federal Power Act and shall include in such filing the views of System Operator, provided that the standard applicable under Section 205 of the Federal Power Act shall apply only to the Interconnecting Transmission Owner's position on any financial obligations of the Interconnecting Transmission Owner or the Interconnection Customer(s), and any provisions related to physical impacts of the interconnection on the Interconnecting Transmission Owner's transmission facilities or other assets.

### 11.4 Commencement of Interconnection Activities.

If the Interconnection Customer executes the final LGIA, the System Operator, Interconnection Customer and Interconnecting Transmission Owner shall perform their respective obligations in accordance with the terms of the LGIA, subject to modification by the Commission. Upon submission of an unexecuted LGIA, the System Operator, Interconnection Customer and Interconnecting Transmission Owner shall promptly comply with the unexecuted LGIA, subject to modification by the Commission.

## SECTION 12. CONSTRUCTION OF INTERCONNECTING TRANSMISSION OWNER INTERCONNECTION FACILITIES AND NETWORK UPGRADES.

### 12.1 Schedule.

The Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party shall negotiate in good faith concerning a schedule for the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades.

### 12.2 Construction Sequencing.

**12.2.1 General.** In general, the Initial Synchronization Date of an Interconnection Customer seeking interconnection to the Administered Transmission System will determine the sequence of construction of Network Upgrades.

**12.2.2 Advance Construction of Network Upgrades that are an Obligation of an Entity other than the Interconnection Customer.** An Interconnection Customer with an executed or unexecuted, but filed with the Commission, LGIA, in order to maintain its Initial Synchronization Date, may request that the Interconnecting Transmission Owner or appropriate Affected Party advance to the extent necessary the completion of Network Upgrades that: (i) were assumed in the Interconnection Studies for such Interconnection Customer, (ii) are necessary to support such Initial Synchronization Date, and (iii) would otherwise not be completed, pursuant to a contractual obligation of an entity other than the Interconnection Customer that is seeking interconnection to the Administered Transmission System, in time to support such Initial Synchronization Date. Upon such request, the Interconnecting Transmission Owner or appropriate Affected Party will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that the Interconnection Customer commits to pay the Interconnecting Transmission Owner or appropriate Affected Party; (i) any associated expediting costs and (ii) the cost of such Network Upgrades.

The Interconnecting Transmission Owner or appropriate Affected Party will refund to the Interconnection Customer both the expediting costs and the cost of Network Upgrades, in accordance with Article 11.4 of the LGIA. Consequently, the entity with a contractual obligation to construct such Network Upgrades shall be obligated to pay only that portion of the costs of the Network Upgrades that the Interconnecting Transmission Owner or appropriate Affected Party has not refunded to the Interconnection Customer. Payment by that entity with a contractual obligation to construct such Network Upgrades shall be due on the date that it would have been due had there been no request for advance construction. The Interconnecting Transmission Owner or appropriate Affected Party shall forward to the Interconnection Customer the amount paid by the entity with a contractual obligation to construct the Network Upgrades as payment in full for the outstanding balance owed to the Interconnection Customer. The Interconnecting Transmission Owner or appropriate Affected Party then shall refund to that entity the amount that it paid for the Network Upgrades, in accordance with Article 11.4 of the LGIA.

**12.2.3 Advancing Construction of Network Upgrades that are Part of the Regional System Plan of the System Operator.** An Interconnection Customer with an LGIA, in order to maintain its Initial Synchronization Date, may request that Interconnecting Transmission Owner or appropriate Affected

Party advance to the extent necessary the completion of Network Upgrades that: (i) are necessary to support such Initial Synchronization Date and (ii) would otherwise not be completed, pursuant to the Regional System Plan, in time to support such Initial Synchronization Date. Upon such request, the Interconnecting Transmission Owner or appropriate Affected Party will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that the Interconnection Customer commits to pay the Interconnecting Transmission Owner or appropriate Affected Party any associated expediting costs.

**12.2.4 Amended Interconnection System Impact Study.** An Interconnection System Impact Study will be amended to determine the facilities necessary to support the requested Initial Synchronization Date. This amended study will include those transmission and Large Generating Facilities that are expected to be in service on or before the requested Initial Synchronization Date. The LGIA will also be amended to reflect the results of the Amended Interconnection System Impact Study and any changes in obligations, including financial support, of the Parties.

## SECTION 13. MISCELLANEOUS.

### 13.1 Confidentiality.

Confidential Information shall include, without limitation, all information treated as confidential under the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by any of the Parties to the others prior to the execution of an LGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by any Party, the other Party(ies) shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may

disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

**13.1.1 Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the LGIA; or (6) is required, in accordance with Section 13.1.6, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under the LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Parties that it no longer is confidential.

**13.1.2 Release of Confidential Information.** A Party shall not release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Section 13.1 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 13.1.

**13.1.3 Rights.** Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party(ies). The disclosure by each Party to the other Party(ies) of Confidential Information shall not be deemed a waiver by any Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

**13.1.4 No Warranties.** By providing Confidential Information, a Party does not make any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, a Party does not obligate itself to provide any particular information or Confidential Information to the other Party(ies) nor to enter into any further agreements or proceed with any other relationship or joint venture.

**13.1.5 Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party(ies) under these procedures or its regulatory requirements.

**13.1.6 Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party(ies) with prompt notice of such request(s) or requirement(s) so that the other Party(ies) may seek an appropriate protective order or waive compliance with the terms of the LGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

**13.1.7 Remedies**. The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's(ies') Breach of its obligations under this Section 13.1. Each Party accordingly agrees that the other Party(ies) shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Section 13.1, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Section 13.1, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable

for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 13.1.

**13.1.8 Disclosure to the Commission, its Staff, or a State.** Notwithstanding anything in this Section 13.1 to the contrary, and pursuant to 18 CFR section 1b.20, if the Commission or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to the LGIP, the Party shall provide the requested information to the Commission or its staff, within the time provided for in the request for information. In providing the information to the Commission or its staff, the Party must, consistent with 18 CFR. section 388.112, request that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Party(ies) to the LGIA when it is notified by the Commission or its staff that a request to release Confidential Information has been received by the Commission, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner, consistent with applicable state rules, regulations and Section 13.1.

**13.1.9** Subject to the exception in Section 13.1.8, any information that a Party claims is competitively sensitive, commercial or financial information ("Confidential Information") shall not be disclosed by the other Party(ies) to any person not employed or retained by the other Party(ies), except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party(ies), such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this LGIP or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a subregional, regional or national reliability organization or planning group. The Party asserting confidentiality shall notify the other Party(ies) in writing of the information it claims is confidential. Prior to any disclosures of the other Party's(ies') Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party(ies) in

writing and agrees to assert confidentiality and cooperate with the other Party(ies) in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

**13.1.10** This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a Breach of this provision).

**13.1.11** The System Operator and Interconnecting Transmission Owner shall, at Interconnection Customer's election, destroy, in a confidential manner, or return the Confidential Information provided at the time when Confidential Information is no longer needed.

**13.2 Delegation of Responsibility**.

The System Operator and Interconnecting Transmission Owner, or any Affected Party may use the services of subcontractors as it deems appropriate to perform its obligations under this LGIP. The Party using the services of a subcontractor shall remain primarily liable to the Interconnection Customer for the performance of such subcontractors and compliance with its obligations of this LGIP. The subcontractor shall keep all information provided confidential and shall use such information solely for the performance of such obligation for which it was provided and no other purpose.

**13.3 Obligation for Study Costs.**

The System Operator and the Interconnecting Transmission Owner shall charge, and the Interconnection Customer shall pay, the actual costs of the Interconnection Studies. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein, to the Interconnection Customer or offset against the cost of any future Interconnection Studies associated with the applicable Interconnection Request prior to beginning of any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. The Interconnection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice therefore. The System Operator and Interconnecting Transmission Owner shall not be obligated to perform or continue to perform any studies unless the Interconnection Customer has paid all undisputed amounts in compliance herewith.

**13.4 Third Parties Conducting Studies.**

If (i) at the time of the signing of an Interconnection Study Agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) the Interconnection Customer receives notice pursuant to Sections 6.3, 7.4 or 8.3 that the System Operator or Interconnecting Transmission Owner will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) the Interconnection Customer receives neither the Interconnection Study nor a notice under Sections 6.3, 7.4 or 8.3 within the applicable timeframe for such Interconnection Study, then the Interconnection Customer may request, which request will not be unreasonably denied, that the System Operator and Interconnecting Transmission Owner utilize a third party consultant reasonably acceptable to the System Operator, Interconnection Customer, Interconnecting Transmission Owner and any appropriate Affected Party, to perform such Interconnection Study under the direction of the System Operator or Interconnecting Transmission Owner as applicable. At other times, System Operator or Interconnecting Transmission Owner may also utilize a third party consultant to perform such Interconnection Study, either in response to a general request of the Interconnection Customer, or on its own volition.

In all cases, use of a third party consultant shall be in accord with Article 26 of the LGIA (Subcontractors) and limited to situations where the System Operator or Interconnecting Transmission Owner determines that doing so will help maintain or accelerate the study process for the Interconnection Customer's pending Interconnection Request and not interfere with the System Operator and Interconnecting Transmission Owner's progress on Interconnection Studies for other pending Interconnection Requests. In cases where the Interconnection Customer requests use of a third party consultant to perform such Interconnection Study, the Interconnection Customer, System Operator and Interconnecting Transmission Owner shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements and the estimated study completion date and study review deadline. The System Operator and Interconnecting Transmission Owner shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as soon as practicable upon the Interconnection Customer's request subject to the confidentiality provision in Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. In any case, such third party contract may be entered into with the System Operator, Interconnection Customer, or Interconnecting Transmission Owner at the System Operator and Interconnecting

Transmission Owner's discretion. In the case of (iii) the Interconnection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such third party study. Such third party consultant shall be required to comply with this LGIP, Article 26 of the LGIA (Subcontractors), and the relevant Tariff procedures and protocols as would apply if the System Operator and Interconnecting Transmission Owner were to conduct the Interconnection Study and shall use the information provided to it solely for purposes of performing such services and for no other purposes.

The System Operator and Interconnecting Transmission Owner shall cooperate with such third party consultant and Interconnection Customer to complete and issue the Interconnection Study in the shortest reasonable time.

**13.5 Disputes**.

**13.5.1 Submission.** In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with the LGIA, the LGIP, or their performance, such Party (the "Disputing Party") shall provide the other Party(ies) with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party(ies). In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's(ies') receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, after thirty (30) Calendar Days, then (i) in the case of disputes arising out of or in conjunction with the LGIA, the System Operator and Interconnecting Transmission Owner shall jointly file an unexecuted LGIA, or amendment thereto, with the Commission in accordance with Section 11.3.4, or (ii) in the case of disputes arising out of or in connection with any other matter regarding the administration of the LGIP, the System Operator may terminate the Interconnection Request and the Interconnection Customer may seek relief pursuant to Section 206 of the Federal Power Act. Each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this Schedule 22.

**13.5.2 External Arbitration Procedures.** Any arbitration initiated under these procedures shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The arbitrator so chosen by the System Operator shall chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable Commission regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Section 13, the terms of this Section 13 shall prevail.

**13.5.3 Arbitration Decisions.** Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons for such decision. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the LGIA and LGIP and shall have no power to modify or change any provision of the LGIA and LGIP in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

**13.5.4 Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three-member panel and one-third of any associated arbitration costs; or (2) one-third the cost of the single arbitrator jointly chosen by the Parties and one-third of any associated arbitration costs.

**13.5.5 Non-binding Dispute Resolution Procedures.** If a Party has submitted a Notice of

Dispute pursuant to Section 13.5.1, 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 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 30 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 LGIP and LGIA and shall have no power to modify or change any provision of the LGIP and LGIA 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 LGIA and LGIP, the Interconnecting Transmission Owner shall not be required to provide Interconnection Service to the Interconnection Customer pursuant to this

LGIA and LGIP if the provision of such Interconnection Service would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance the Interconnecting Transmission Owner's facilities that would be used in providing such Interconnection Service.

**13.6.2 Alternative Procedures for Requesting Interconnection Service.** If the Interconnecting Transmission Owner determines that the provision of Interconnection Service requested by the Interconnection Customer would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance its facilities that would be used in providing such Interconnection Service, it shall advise the Interconnection Customer within thirty (30) Calendar Days of receiving notice of the Interconnection Request. The Interconnection Customer thereafter may renew its Interconnection Request using the process specified in the Tariff.

**APPENDICES TO LGIP**

APPENDIX 1 INTERCONNECTION REQUEST

APPENDIX 2 INTERCONNECTION FEASIBILITY STUDY AGREEMENT

APPENDIX 3 INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT

APPENDIX 4 INTERCONNECTION FACILITIES STUDY AGREEMENT

APPENDIX 5 OPTIONAL INTERCONNECTION STUDY AGREEMENT

APPENDIX 6 LARGE GENERATOR INTERCONNECTION AGREEMENT

**APPENDIX 1**

**INTERCONNECTION REQUEST**

**The undersigned Interconnection Customer submits this request to interconnect its Large Generating Facility to the Administered Transmission System under Schedule 22 - Large Generator Interconnection Procedures ("LGIP") of the ISO New England Inc. Open Access Transmission Tariff (the "Tariff"). Capitalized terms have the meanings specified in the Tariff.**

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**PROJECT INFORMATION**

**Proposed Project Name:** _____

**1. This Interconnection Request is for (check one):**

_____ **A proposed new Large Generating Facility**

_____ **An increase in the generating capacity or a modification that has the potential to be a Material Modification of an existing Generating Facility**

_____ **Commencement of participation in the wholesale markets by an existing Generating Facility**

_____ **A change from Network Resource Interconnection Service to Capacity Network Resource Interconnection Service**

**2. The types of Interconnection Service requested:**

_____ **Network Resource Interconnection Service (energy capability only)**

_____ **Capacity Network Resource Interconnection Service (energy capability and capacity capability)**

**If Capacity Network Resource Interconnection Service, does Interconnection Customer request Long Lead Facility treatment? Check: ____Yes or ___ No**

**If yes, provide, together with this Interconnection Request, the Long Lead Facility deposit and other required information as specified in Section 3.2.3 of the LGIP, including (if the Large Generating Facility will be less than 100 MW) a justification for Long Lead Facility treatment.**

**3. This Interconnection Customer requests (check one, selection is not required as part of the initial Interconnection Request):**

**_____ An Interconnection Feasibility Study to be completed as a separate and distinct study**

**_____ An Interconnection System Impact Study with the Feasibility Study to be performed as the first step of the study**

**(The Interconnection Customer shall select either option and may revise any earlier selection up to within five (5) Business Days following the Scoping Meeting.)**

**4. The Interconnection Customer shall provide the following information:**

**Address or Location of the Facility (including Town/City, County and State):**

_____

_____

_____

**Approximate location of the proposed Point of Interconnection:**

_____

**Type of Generating Facility to be Constructed:**_____

**Will the Generating Facility include electric storage capacity? Yes ___ No ___**

**If yes, describe the electric storage device and specifications:**

_____

_____

**Primary frequency response operating range for electric storage resources:**

_____

**Generating Facility Fuel Type:**

_____

**Generating Facility Capacity (MW):**

| Temperatures[1] | Maximum ~~Net~~ Gross MW Electrical Output[2] | Maximum ~~Gross~~ Net MW Electrical Output[3] | Net MW Capability at the Point of Interconnection[4] |
|---|---|---|---|
| At or above 90 degrees F | | | |
| At or above 50 degrees F | | | |
| At or above 20 degrees F | | | |
| At or above 0 degrees F | | | |

Requested capacity (in MW) of Interconnection Service (if lower than the Generating Facility Capacity):

| **Temperatures**[1] | **Requested Gross MW Electrical Output**[2] | **Requested Net MW Electrical Output**[3] | **Requested Net MW Capability at the Point of Interconnection**[4] |
|---|---|---|---|
| **At or above 90 degrees F** | | | |
| **At or above 50 degrees F** | | | |
| **At or above 20 degrees F** | | | |
| **At or above 0 degrees F** | | | |

Notes:

[1] 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.

[2] Measured at the terminal(s) or inverter/converter terminal(s), as applicable, for each generating unit comprising the Generating Facility.

[3] 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.

[4] Measured at the Interconnection Customer's proposed Point of Interconnection. The values correspond to the requested levels of Interconnection Service pursuant to Section 3.1 of the LGIP. 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.

**General description of the equipment configuration, including any proposed control technologies to restrict the Large Generating Facility's output to the requested Interconnection Service levels, if applicable (# of units and GSUs):**

_____

_____

~~**Primary frequency response operating range for electric storage resources:**~~

_____

**Requested Commercial Operations Date:**

_____

**Requested Initial Synchronization Date:**

_____

**Requested In-Service Date:**

_____

**Evidence of Site Control (check one):**

_____ **If for Capacity Network Resource Interconnection Service, Site Control is provided herewith, as required.**

_____ **If for Network Resource Interconnection Service: (Check one)**

**___ Is provided herewith**

**___ In lieu of evidence of Site Control, a $10,000 deposit is provided (refundable within the cure period as described in Section 3.~~3~~4.3 of the LGIP).**

_____ **Site Control is not provided because the proposed modification is to the Interconnection Customer's existing Large Generating Facility and, by checking this option, the Interconnection Customer certifies that it has Site Control and that the proposed modification does not require additional real property.**

**The technical data specified within the applicable attachment to this form (check one):**

_____ **Is included with the submittal of this Interconnection Request form**

**_____ Will be provided on or before the execution and return of the Feasibility Study Agreement (Attachment B) or the System Impact Study Agreement (Attachment A), as applicable**

**The ISO will post the Project Information on the ISO web site under "New Interconnections" and OASIS.**

---

**CUSTOMER INFORMATION**

**Company Name:**_____

**ISO Customer ID# (If available):**_____

**(Interconnection Customer)**

**Company Address:** **PO Box No.:**

_____

**Street Address:**_____

**City, State ZIP:** _____

**Company Representative:** **Name:** _____

**Title:** _____

**Company Representative's Company and Address (if different from above):**

**Company Name:** _____

**PO Box No.:** _____

**Street Address:** _____

**City, State ZIP:**_ _____

**Phone:** _____ **FAX:** _____ **email:**_____

---

**This Interconnection Request is submitted by:**

**Authorized Signature:**_____

**Name (type or print):**_____

**Title:**_____

**Date:**_____

***In order for an Interconnection Request to be considered a valid request, it must:***

***(a) Be accompanied by a deposit of $50,000.00 that is provided electronically and which may be refundable in accordance with Section 3.~~3~~4.1 of the LGIP;***

***(b) For Capacity Network Resource Interconnection Service, include documentation demonstrating Site Control. If for Network Resource Interconnection Service, demonstrate Site Control or post an additional deposit of $10,000.00. If the Interconnection Customer with an Interconnection Request for Network Resource Interconnection Service demonstrates Site Control within the cure period specified in Section 3.~~3~~4.1 of the LGIP, the additional deposit of $10,000.00 shall be refundable (An Interconnection Customer does not need to demonstrate Site Control for an Interconnection Request for a modification to its existing Large Generating Facility where the Interconnection Customer has certified that it has Site Control and that the proposed modification does not require additional real property);***

***(c) Include a detailed map, such as a map of the quality produced by the U.S. Geological Survey, which clearly indicates the site of the new facility and pertinent surrounding structures; and***

***(d) Include all information required on the Interconnection Request form and attachments thereto; and***

***(e) Include the deposit and all information required for Long Lead Facility treatment, if such treatment is requested in accordance with Section 3.2.3 of the LGIP.***

***The Interconnection Request 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.***

**The technical data required below must be submitted no later than the date of execution of the System Impact Study Agreement pursuant to Section 7.2 of the LGIP.**

## LARGE GENERATING FACILITY DATA

### UNIT RATINGS

| | | |
|---|---|---|
| Kva | °F | Voltage |
| Power Factor | | |
| Speed (RPM) | | Connection (e.g. Wye) |
| Short Circuit Ratio | | Frequency, Hertz |
| Stator Amperes at Rated Kva | | Field Volts |
| Max Turbine MW | °F | |

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 º OR ABOVE

| | |
|---|---|
| Gross Unit Rating (MW) | Gross Lagging (MVAR) |
| Net Unit Rating (MW) | Gross Leading (MVAR) |
| Station Service (MW) | Station Service (MVAR) |

Temperature (ºF)

**GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 50º OR ABOVE**

Gross Unit Rating (MW) Gross Lagging (MVAR)

Net Unit Rating (MW) Gross Leading (MVAR)

Station Service (MW) Station Service (MVAR)

Temperature (ºF)

**GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 20º OR ABOVE**

Gross Unit Rating (MW) Gross Lagging (MVAR)

Net Unit Rating (MW) Gross Leading (MVAR)

Station Service (MW) Station Service (MVAR)

Temperature (º F)

**GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 0º OR ABOVE**

Gross Unit Rating (MW) Gross Lagging (MVAR)

Net Unit Rating (MW) Gross Leading (MVAR)

Station Service (MW) Station Service (MVAR)

Temperature (ºF)

**COMBINED TURBINE-GENERATOR-EXCITER INERTIA DATA**

Inertia Constant, H = kW sec/kVA

Moment-of-Inertia, WR2 = lb. ft.2

**REACTANCE DATA (PER UNIT-RATED KVA)**

| | **DIRECT AXIS** | **QUADRATURE AXIS** |
|---|---|---|
| Synchronous – saturated | Xdv | Xqv |
| Synchronous – unsaturated | Xdi | Xqi |
| Transient – saturated | X'dv | X'qv |
| Transient – unsaturated | X'di | X'qi |
| Subtransient – saturated | X"dv | X"qv |
| Subtransient – unsaturated | X"di | X"qi |
| Negative Sequence – saturated | X2v | |
| Negative Sequence – unsaturated | X2i | |

**FIELD TIME CONSTANT DATA (SEC)**

| | | |
|---|---|---|
| Zero Sequence – saturated | X0v | |
| Zero Sequence – unsaturated | X0i | |
| Leakage Reactance | Xlm | |
| Open Circuit | T'qo | T'do |
| Three-Phase Short Circuit Transient | T'd3 | T'q |
| Line to Line Short Circuit Transient | T'd2 | |
| Line to Neutral Short Circuit Transient | T'd1 | |
| Short Circuit Subtransient | T"d | T"q |
| Open Circuit Subtransient | T"do | T"qo |

**ARMATURE TIME CONSTANT DATA (SEC)**

| | |
|---|---|
| Three Phase Short Circuit | Ta3 |
| Line to Line Short Circuit | Ta2 |
| Line to Neutral Short Circuit | Ta1 |

NOTE: If requested information is not applicable, indicate by marking "N/A."

**MW CAPABILITY AND PLANT CONFIGURATION**

**LARGE GENERATING FACILITY DATA**

**ARMATURE WINDING RESISTANCE DATA (PER UNIT)**

| | | | |
|---|---|---|---|
| Positive | R1 | | |
| Negative | R2 | | |
| Zero | R0 | | |
| | | | |
| Rotor Short Time Thermal Capacity $I^2t$ | = | | |
| Field Current at Rated kVA, Armature Voltage and PF | = | amps | |
| Field Current at Rated kVA and Armature Voltage, 0 PF | | amps | |
| Three Phase Armature Winding Capacitance | = | microfarad | |
| Field Winding Resistance | = | ohms | °C |
| Armature Winding Resistance (Per Phase) | = | ohms | °C |

**CURVES**

Provide Saturation, Vee, Reactive Capability, Capacity Temperature Correction curves. Designate normal and emergency Hydrogen Pressure operating range for multiple curves.

**GENERATOR STEP-UP TRANSFORMER DATA RATINGS**

Capacity Self-cooled/Maximum Nameplate

/ Kva

Voltage Ratio Generator side/System side/Tertiary

/ kV

Winding Connections Generator side/System Side/Tertiary (Delta or Wye)

/

Fixed Taps Available

Present Tap Setting

**IMPEDANCE**

| | | | |
|---|---|---|---|
| Positive | Z1 (on self-cooled kVA rating) | % | X/R |
| Zero | Z0 (on self-cooled kVA rating) | % | X/R |

## EXCITATION SYSTEM DATA

Identify appropriate IEEE model block diagram of excitation system and power system stabilizer ("PSS") for computer representation in power system stability simulations and the corresponding excitation system and PSS constants for use in the model.

## GOVERNOR SYSTEM DATA

Identify appropriate IEEE model block diagram of governor system for computer representation in power system stability simulations and the corresponding governor system constants for use in the model.

## WIND 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.

## MODEL REQUIREMENTS

For all Generating Facility types: A completed, fully functioning, public (*i.e.*, non-proprietary, non-confidential) Siemens PTI's ("PSSE") power flow model or other compatible formats, such as IEEE and General Electric Company Power Systems Load Flow ("PSLF") data sheet , must be supplied with this Attachment A. If additional 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 Generating Facilities must be supplied with this Attachment A. 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 PSCAD model is submitted.

**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 DATA FORM**

1. Attach a Geographic Map Demonstrating the Project Layout and its Interconnection to the Power Grid. *(Specify the name of the attachment here)*

2. Attach a Bus-Breaker Based One-line Diagram (The diagram should include each of the individual unit generators, generator number, rating and terminal voltage.) *( Specify the name of the attachment here)*

2.1 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 Xc/B of each circuit (feeder and collector string).

Specify the name of the attachment here: _____

2.2 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 Xc/B of the equivalent circuits (feeders and collector strings).

Specify the name of the attachment here: _____

3. 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.***

4. 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 | |

5. 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 | |

6. Low Voltage Ride Through(LVRT) – _____*(Specify the Manufacturer Model of this Unit)*

Does each Unit have LVRT capability?

Yes__ No__

If yes, please provide:

6.1 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 _____

6.2 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:***

_____

6.3 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:***

_____

7. 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

8. 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

9. 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

10. 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.

11. Unit Reactive Power Control - ____ (Specify the Manufacturer Model of this Unit)

11.1 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_____

11.2 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)***

12.1 Power flow model

12.1.1 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:***

_____

12.1.2 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:***

_____

12.2 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.)***

12.2.1 Wind or inverter-based generating facility Model _____ (Please Specify the Manufacturer Model)

12.2.2 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:***

_____

12.2.3 A dynamic data file with appropriate parameters and settings for the turbines (typically a *.DYR file)

***Attach the *.DYR file and specify the name of the attachment here:***

_____

12.2.4 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:

13.1 Manufacturer model of the power plant controller

_____

13.2 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?

_____

13.4 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:***

_____

14. 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 |

15. 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)***

15.1 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:***

_____

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:_____***

16. 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.

17. 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)***

17.1 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:

_____

17.2 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:

_____

18. 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:

_____

19. 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:***

_____

20. 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-2
To Attachment A of Appendix 1
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 Large Generating Facility in a Cluster Interconnection System Impact Study pursuant to Section 4.2.3.2.2 of this LGIP.

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:_____
   b. Queue Position:_____
   c. 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 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:_____

**The technical data required below must be submitted no later than the date of execution of the Feasibility Study Agreement pursuant to Section 6.1 of the LGIP.**

## LARGE GENERATING FACILITY DATA

### UNIT RATING

| | | |
|---|---|---|
| kVA | °F | Phase to Phase Voltage, kV |
| Rated Power Factor | | |
| Speed (RPM) | | Connection (e.g. Wye) |
| Short Circuit Ratio | | Frequency, Hertz |
| Stator Amperes at Rated, kVA | | Field Volts |
| Max Turbine MW | °F | |

### GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 50ºF OR ABOVE

| | |
|---|---|
| Gross Unit Rating (MW) | Gross Lagging (MVAR) |
| Net Unit Rating (MW) | Gross Leading (MVAR) |
| Station Service (MW) | Station Service (MVAR) |
| Temperature (ºF) | |

### DATA (PER UNIT-RATED KVA AND RATED VOLTAGE)

Saturated Reactance

| | | |
|---|---|---|
| Direct axis positive sequence | $X''_{dv}$ | _____ |
| negative sequence | $X''_{2v}$ | _____ |
| zero sequence | $X''_{0v}$ | _____ |

Resistance

Generator AC resistance $R_a$ _____

negative sequence $R_2$ _____

zero sequence $R_0$ _____

Time Constant (seconds)

Three-phase short circuit armature time constant $T_{a3}$ _____

**CURVES**

Provide Saturation, Vee, Reactive Capability, Capacity Temperature Correction curves. Designate normal and emergency Hydrogen Pressure operating range for multiple curves.

**GENERATOR STEP-UP TRANSFORMER DATA RATINGS**

Capacity — Self-cooled/Maximum Nameplate

/ kVA

Voltage Ratio — Generator side/System side/Tertiary

/ kV

Winding Connections (Delta or Wye) — Generator side/system side /Tertiary

/

Fixed Taps Available

Present Tap Setting

**IMPEDANCE**

**For 2-Winding Transformers**

| | | | |
|---|---|---|---|
| Positive | Z1 (on self-cooled kVA rating) | % | X/R |
| Zero | Z0 (on self-cooled kVA rating) | % | X/R |

**IMPEDANCE**

**For 3-winding transformers**

Positive $Z1_{H-L}$ (on self-cooled kVA rating)_____ %, X/R _____

$Z1_{H-T}$ (on self-cooled kVA rating)_____ %, X/R _____

$Z1_{L-T}$ (on self-cooled kVA rating)_____ %, X/R _____

Zero $Z0_{H-L}$ (on self-cooled kVA rating)_____ %, X/R _____

$Z0_{H-T}$ (on self-cooled kVA rating)_____ %, X/R _____

$Z0_{L-T}$ (on self-cooled kVA rating)_____ %, X/R _____

**FEEDER IMPEDANCE (Per Unit)**

**From GSU to Point of Interconnection**

Positive R1 _____ + j X1 _____ on 100 MVA base

Zero R0 _____ + j X0 _____ on 100 MVA base

**WIND GENERATORS**

Number of generators to be interconnected pursuant to this Interconnection Request: _____

Elevation:_____Single Phase_____Three Phase

Inverter manufacturer, model name, number, and version:

List of adjustable setpoints for the protective equipment or software:

For all generator types: A completed fully functioning, public (*i.e.*, non-proprietary, non-confidential) Siemens PTI's ("PSSE") power flow model or other compatible formats, such as IEEE and General Electric Company Power Systems Load Flow ("PSLF") data sheet, must be supplied with this Attachment B. If additional public data sheets are more appropriate to the proposed device then they shall be provided and discussed at the Scoping Meeting. For all Interconnection Feasibility Studies commencing after January 1, 2017, all power flow models must be standard library models in PSS/E or applicable applications. User-models will not be accepted.

**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:_____

# SURPLUS INTERCONNECTION SERVICE REQUEST APPLICATION

The Surplus Interconnection Customer submits this application to request Surplus Interconnection Service pursuant to Section 3.3 of this LGIP.

## 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.: _____ _____

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.: _____

Street Address: _____

City, State ZIP: _____

Phone: _____ FAX: _____ email: _____

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**PROJECT INFORMATION**

Description of the Original Interconnection Customer's existing, commercial Large 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:

_____

_____

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:

1. 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;
2. 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 LGIP, 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
3. Site Control for the Surplus Interconnection Customer's Generating Facility.

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**

**INTERCONNECTION FEASIBILITY STUDY AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____ ("Interconnection Customer,") and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware ("System Operator"), and _____, a _____ organized and existing under the laws of the State of _____ ("Interconnecting Transmission Owner"). Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

**WHEREAS,** Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated _____; and

**WHEREAS,** Interconnection Customer desires to interconnect the Large Generating Facility to the Administered Transmission System; and

**WHEREAS,** Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform an Interconnection Feasibility Study to assess the feasibility of interconnecting the proposed Large Generating Facility to the Administered Transmission System, and any Affected Systems.

**NOW, THEREFORE,** in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Large Generator Interconnection

Procedures ("LGIP"), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the "Tariff").

2.0 Interconnection Customer elects and System Operator shall cause to be performed an Interconnection Feasibility Study consistent with Section 6.0 of the LGIP in accordance with the Tariff.

3.0 The scope of the Interconnection Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Interconnection Feasibility Study shall be based on the technical information provided by Interconnection Customer in Attachment B to the Interconnection Request, as may be modified as the result of the Scoping Meeting. System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Feasibility Study and as designated in accordance with Section 3.~~3~~4.4 of the LGIP. If, after the designation of the Point of Interconnection pursuant to Section 3.~~3~~4.4 of the LGIP, Interconnection Customer modifies its Interconnection Request pursuant to Section 4.4, the time to complete the Interconnection Feasibility Study may be extended.

5.0 The Interconnection Feasibility Study report shall provide the following information 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 transient analysis, as appropriate, focusing on the issues that are expected to be the most significant for the proposed Large Generating Facility'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 Large Generating Facility'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 Large Generating Facility'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 Large Generating Facility 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 Large Generating Facility to the New England Transmission System and to address the identified short circuit and power flow issues; and
- to the extent the Interconnection Customer requested a preliminary analysis as described in this Section 6.2 of the LGIP, the report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

In accordance with the LGIP, in performing the Interconnection Feasibility Study, System Operator and Interconnecting Transmission Owner shall

coordinate with each other and Affected Parties, and shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

6.0 The Interconnection Customer is providing 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~~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 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 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**

**INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this _____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____ ("Interconnection Customer,") and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware ("System Operator"), and _____, a _____ organized and existing under the laws of the State of _____ ("Interconnecting Transmission Owner"). Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

**WHEREAS,** Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated _____; and

**WHEREAS,** Interconnection Customer desires to interconnect the Large Generating Facility to the Administered Transmission System;

**WHEREAS,** System Operator and Interconnecting Transmission Owner have completed an Interconnection Feasibility Study (the "Feasibility Study") and provided the results of said study to the Interconnection Customer, or Interconnection Customer has requested that the Feasibility Study be completed as part of the System Impact Study pursuant to Section 6.1 of the LGIP, or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the "Tariff")(This recital is to be omitted if Interconnection Customer has elected to forego the Interconnection Feasibility Study); and

**WHEREAS,** Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform an Interconnection System Impact Study to assess the impact of

interconnecting the Large Generating Facility to the Administered Transmission System, and any Affected Systems.

**NOW, THEREFORE,** in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Large Generator Interconnection Procedure ("LGIP").

2.0 Interconnection Customer elects and System Operator and Interconnecting Transmission Owner shall cause to be performed an Interconnection System Impact Study consistent with Section 7.0 of the LGIP in accordance with the Tariff.

3.0 The scope of the Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study, whether performed separately or as part of the Interconnection System Impact Study, and the technical information provided by Interconnection Customer in Attachment A to the Interconnection Request, subject to any modifications in accordance with Section 4.4 of the LGIP. System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection System Impact Study. If Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.

5.0 The Interconnection System Impact Study report shall provide the following information:

- identification of any circuit breaker or other facility short circuit capability limits exceeded as a result of the interconnection;
- identification of any thermal overload of any transmission facility or system voltage limit violations resulting from the interconnection;
- initial review of grounding requirements and electric system protection;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection;
- description and non-binding, good faith estimated cost of and the time to construct the facilities required to interconnect the Large Generating Facility to the Administered Transmission System and to address the identified short circuit, instability, and power flow issues; and
- to the extent the Interconnection Customer requested a preliminary analysis as described in this Section 7.4 of the LGIP, the report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

6.0 The Interconnection Customer is providing a deposit equal to:

i. the greater of 100 percent of the estimated cost of the Interconnection System Impact Study or $250,000;
or

ii. the lower of 100 percent of the estimated cost of the Interconnection System Impact Study or $50,000, if the Interconnection Customer is providing herewith either:

(a) evidence of applications for all Major Permits, as defined in Section III.13.1.1.2.2.2(a) of the Tariff, required in support of the Interconnection Request, or provide certification that Major Permits are not required or

(b) evidence acceptable to the System Operator of At-Risk Expenditures (excluding study cots) totaling at least the amounts of money described in (i) above.

or

iii the lower of 100 percent of the estimated costs of the study or $50,000 if the Interconnection Request is for a modification to an existing Large Generating Facility that does not increase the energy capability or capacity capability of the Large Generating Facility.

The deposit shall be applied toward the cost of the Interconnection System Impact Study and the development of this Interconnection System Impact Study Agreement and its attachment(s) and the LGIA. Interconnecting Transmission Owner's and System Operator's good faith estimate for the 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 shall be paid by or refunded to the Interconnection Customer, as appropriate.

Upon receipt of the Interconnection System Impact Study, System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Interconnection System Impact Study.
System Operator and Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the

work to be conducted on the Interconnection System Impact Study each month. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice.

In accordance with the LGIP, in performing the Interconnection System Impact Study, System Operator and Interconnecting Transmission Owner shall coordinate with Affected Parties, shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

7.0 Miscellaneous.

7.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection System Impact Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection System Impact Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection System Impact Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection System Impact Study, the

content of the Interconnection System Impact Study, or the conclusions of the Interconnection System Impact Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System

Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, an Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds

or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection System Impact Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection System Impact Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.~~6~~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.

| | |
|---|---|
| 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 System Impact
Study Agreement

**ASSUMPTIONS USED IN CONDUCTING THE INTERCONNECTION SYSTEM IMPACT STUDY**

The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study, whether performed separately or as part of the Interconnection System Impact Study, subject to any modifications in accordance with Section 4.4 of the LGIP, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

Designation of alternative Point(s) of Interconnection and configuration.

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer, System Operator, and Interconnecting Transmission Owner]

**APPENDIX 4**

**INTERCONNECTION FACILITIES STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this _____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____ ("Interconnection Customer,") and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware ("System Operator"), and _____, a _____ organized and existing under the laws of the State of _____ ("Interconnecting Transmission Owner"). Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

**WHEREAS,** Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated ; and

**WHEREAS,** Interconnection Customer desires to interconnect the Large Generating Facility to the Administered Transmission System; and

**WHEREAS,** System Operator and Interconnecting Transmission Owner have completed an Interconnection System Impact Study (the "System Impact Study") and provided the results of said study to the Interconnection Customer; and

**WHEREAS,** Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Large Generating Facility to the Administered Transmission System.

**NOW, THEREFORE,** in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Large Generator Interconnection Procedures ("LGIP"), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the "Tariff").

2.0 Interconnection Customer elects and System Operator shall cause an Interconnection Facilities Study consistent with Section 8.0 of the LGIP to be performed in accordance with the Tariff.

3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.

4.0 The Interconnection Facilities Study report (i) shall provide a description, estimated cost of (consistent with Attachment A), and schedule for required facilities to interconnect the Large Generating Facility to the Administered Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.

5.0 The Interconnection Customer is providing a deposit equal to:

i. the greater of 25 percent of the estimated cost of the Interconnection Facilities Study or $250,000;
or

ii. the greater of 100 percent of the estimated monthly cost of the Interconnection Facilities Study Agreement or $100,000, if the Interconnection Customer can provide either:

(a) evidence of application for all Major Permits, as defined in Section III.13.1.1.2.2.2(a) of the Tariff, required in support of the Interconnection Request, or provide certification that Major Permits are not required or

(b) evidence acceptable to the System Operator of At-Risk Expenditures (excluding Interconnection Study costs) totaling at least the amount of the money in (i) above, not including the At-Risk Expenditures demonstrated with the Interconnection System Impact Study Agreement, if applicable.

or

iii. the greater of 100 percent of one month's estimated study cost or $100,000, if the Interconnection Request is for a modification to an existing Large Generating Facility that does not increase the energy capability or capacity capability of the Large Generating Facility.

The deposit shall be applied toward the cost of the Interconnection Facilities Study and the development of this Interconnection Facilities Study Agreement and its attachment(s) and the LGIA. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

The total estimated cost of the performance of the Interconnection Facilities Study consists of $_____ which is comprised of the System Operator's estimated cost of $_____ and the Interconnecting Transmission Owner's estimated cost of $_____. Any difference between the deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to the Interconnection Customer, as appropriate. Upon receipt of the Interconnection Facilities Study, System Operator and

Interconnecting Transmission Owner shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Facilities Study. System Operator and Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice.
In accordance with the LGIP, in performing the Interconnection Facilities Study, Interconnecting Transmission Owner and System Operator shall coordinate with Affected Parties, shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

6.0 Miscellaneous.

6.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

6.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Facilities Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Facilities Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Facilities Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or

otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Facilities Study, the content of the Interconnection Facilities Study, or the conclusions of the Interconnection Facilities Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

6.3 Force Majeure, Liability and Indemnification.

6.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

6.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its

gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

6.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by

Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

6.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Facilities Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

6.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection Facilities Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.~~6~~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.

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 4
Interconnection Facilities
Study Agreement

**INTERCONNECTION CUSTOMER SCHEDULE ELECTION FOR CONDUCTING THE INTERCONNECTION FACILITIES STUDY**

Interconnection Customer elects (check one):

☐ +/- 20 percent cost estimate contained in the Interconnection Facilities Study report.

☐ +/- 10 percent cost estimate contained in the Interconnection Facilities Study report.

Interconnecting Transmission Owner and System Operator shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to the Interconnection Customer within the following number of days after of receipt of an executed copy of this Interconnection Facilities Study Agreement:

- ninety (90) Calendar Days with no more than a +/- 20 percent cost estimate contained in the report, or

- one hundred eighty (180) Calendar Days with no more than a +/- 10 percent cost estimate contained in the report.

**DATA FORM TO BE PROVIDED BY INTERCONNECTION CUSTOMER**
**WITH THE**
**INTERCONNECTION FACILITIES STUDY AGREEMENT**

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

One set of metering is required for each generation connection to the new ring bus or existing New England Transmission System station. Number of generation connections:

On the one line indicate the generation capacity attached at each metering location. (Maximum load on Current Transformer/Power Transformer ("CT/PT"))

On the one line indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

Will an alternate source of auxiliary power be available during CT/PT maintenance?
Yes _____ No _____

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes _____ No _____

(Please indicate on one line).

What type of control system or Power Line Carrier ("PLC") will be located at the Interconnection Customer's Large Generating Facility?

What protocol does the control system or PLC use?

Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

Line length from interconnection station to Interconnecting Transmission Owner's transmission line.

Tower number observed in the field. (Painted on tower leg)*

Number of third party easements required for transmission lines*:

* To be completed in coordination with System Operator and Interconnecting Transmission Owner.

Is the Large Generating Facility in Interconnecting Transmission Owner's service area?

Yes _____ No _____ Local provider:
Please provide proposed schedule dates:
Begin Construction Date:
Generator step-up transformer Date:
Receives back feed power Date
Generation Testing Date:
Commercial Operation Date:

**APPENDIX 5**

**OPTIONAL INTERCONNECTION STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this _____day of _____, 20___by and between _____, a _____ organized and existing under the laws of the State of _____ ("Interconnection Customer,") and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware ("System Operator"), and _____, a _____ organized and existing under the laws of the State of _____ ("Interconnecting Transmission Owner"). Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

**WHEREAS,** Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated _____; and

**WHEREAS,** Interconnection Customer is proposing to establish an interconnection to the Administered Transmission System; and

**WHEREAS,** Interconnection Customer has submitted to System Operator an Interconnection Request; and

**WHEREAS,** on or after the date when the Interconnection Customer receives the Interconnection System Impact Study results, Interconnection Customer has further requested that the System Operator and Interconnecting Transmission Owner prepare an Optional Interconnection Study.

**NOW, THEREFORE,** in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Large Generator Interconnection Procedures ("LGIP"), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the "Tariff").

2.0 Interconnection Customer elects and System Operator shall cause an Optional Interconnection Study consistent with Section 10.0 of the LGIP to be performed in accordance with the Tariff.

3.0 The scope of the Optional Interconnection Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Optional Interconnection Study shall be performed solely for informational purposes.

5.0 The Optional Interconnection Study report shall provide a sensitivity analysis based on the assumptions specified by the Interconnection Customer in Attachment A to this Agreement. The Optional Interconnection Study will identify Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the assumptions specified by the Interconnection Customer in Attachment A.

In accordance with the LGIP, in performing the Optional Interconnection Study, the System Operator shall coordinate with Interconnecting Transmission Owner and Affected Parties, and shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

6.0 The Interconnection Customer is providing a deposit equal to 100 percent of the estimated cost of the study. Interconnecting Transmission Owner's and System Operator's good faith estimate for the time of completion of the Optional Interconnection Study is [insert date].

The total estimated cost of the performance of the Optional Interconnection Study consists of $_____ which is comprised of the System Operator's estimated cost of $_____ and the Interconnecting Transmission Owner's estimated cost of $_____.

Any difference between the initial payment and the actual cost of the study shall be paid by or refunded to the Interconnection Customer, as appropriate. Upon receipt of the Optional Interconnection Study, System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Optional Interconnection Study. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of invoice.

7.0 Miscellaneous.

7.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Optional Interconnection Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Optional Interconnection Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Optional Interconnection Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of

merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Optional Interconnection Study, the content of the Optional Interconnection Study, or the conclusions of the Optional Interconnection Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection

Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owners under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members,

employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Optional Interconnection Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Optional Interconnection Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.~~6~~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 instances; rather, the same shall be and remain in full force and effect.

7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

| | |
|---|---|
| System Operator | Interconnecting Transmission Owner |
| By: | By: |
| Title: | Title: |
| Date: | Date: |

[Insert name of Interconnection Customer]
By:
Title:
Date:

Attachment A

Appendix 5

Optional Interconnection

Study Agreement

**ASSUMPTIONS USED IN CONDUCTING**

**THE OPTIONAL INTERCONNECTION STUDY**

[To be completed by Interconnection Customer consistent with Section 10 of the LGIP.]

**APPENDIX 6**

**LARGE GENERATOR INTERCONNECTION AGREEMENT**

**TABLE OF CONTENTS**

**THIS STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT** ("Agreement") is made and entered into this ____ day of _____ 20__, by and between _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ ("Interconnection Customer" with a Large Generating Facility), ISO New England Inc., a non-stock corporation organized and existing under the laws of the State of Delaware ("System Operator"), and _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ ("Interconnecting Transmission Owner"). Under this Agreement, the Interconnection Customer, System Operator, and Interconnecting Transmission Owner each may be referred to as a "Party" or collectively as the "Parties."

## RECITALS

**WHEREAS,** System Operator is the central dispatching agency provided for under the Transmission Operating Agreement ("TOA") which has responsibility for the operation of the New England Control Area from the System Operator control center and the administration of the Tariff; and

**WHEREAS**, Interconnecting Transmission Owner is the owner or possessor of an interest in the Administered Transmission System; and

**WHEREAS**, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Large Generating Facility in Appendix C to this Agreement; and

**WHEREAS,** System Operator, Interconnection Customer and Interconnecting Transmission Owner have agreed to enter into this Agreement for the purpose of interconnecting the Large Generating Facility to the Administered Transmission System.

**NOW, THEREFORE,** in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this Standard Large Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used.

## ARTICLE 1. DEFINITIONS

The definitions contained in this Article 1 and those definitions embedded in an Article of this Agreement are intended to apply in the context of the generator interconnection process provided for in Schedule 22 (and its appendices). To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for purposes of generator interconnections under Schedule 22. Capitalized terms in Schedule 22 that are not defined in this Article 1 shall have the meanings specified in Section I.2.2 of the Tariff.

**Administered Transmission System** shall mean the PTF, the Non-PTF, and distribution facilities that are subject to the Tariff.

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

**Affected Party** shall mean the entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the interconnection process.

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

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

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

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

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

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

**Base Case** shall have the meaning specified in Section 2.3 of the Large Generator Interconnection Procedures ("LGIP").

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

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

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

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

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

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

**Capacity Network Resource Capability ("CNR Capability")** shall mean: (i) in the case of a Generating Facility that is a New Generating Capacity Resource pursuant to Section III.13.1 of the Tariff or an Existing Generating Capacity Resource that is increasing its capability pursuant to Section III.13.1.2.2.5 of the Tariff, for Summer, the highest megawatt amount of the Capacity Supply Obligation obtained by the Generating Facility in accordance with Section III.13 of the Tariff, and, if applicable, as specified in a filing by the System Operator with the Commission in accordance with Section III.13.8.2 of the Tariff, net of any megawatt amount reductions resulting from capacity terminations or retirements (including permanent de-list bids) in accordance with Section III.13 of the Tariff, and, for Winter, the Summer CNR Capability multiplied by the ratio of the associated Winter Qualified Capacity divided by the associated Summer Qualified Capacity, or (ii) in the case of a Generating Facility that meets the

criteria under Section 5.2.3 of this LGIP, the total megawatt amount determined pursuant to the hierarchy established in Section 5.2.3, net of any megawatt amount reductions resulting from capacity terminations or retirements (including permanent de-list bids) in accordance with Section III.13 of the Tariff. CNR Capability shall not exceed the maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter. Where the Generating Facility includes multiple production devices, the CNR Capability shall not exceed the aggregate maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter.

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

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

**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 4.2.1 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 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.

**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 a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

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

**Confidential Information** shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise.

Confidential Information shall include, but not be limited to, information that is confidential pursuant to the ISO New England Information Policy.

**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.

**Default** shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Standard Large Generator Interconnection Agreement.

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

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

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

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

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

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

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

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

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

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

**Hazardous Substances** shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

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

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

**Interconnecting Transmission Owner** shall mean a Transmission Owner that owns, leases or otherwise possesses an interest in, 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 Large Generator Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator.

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

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

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

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

**Interconnection Facilities Study** shall mean a study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for the Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner's Interconnection Facilities

and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Administered Transmission System. The scope of the study is defined in Section 8 of the Standard Large Generator Interconnection Procedures.

**Interconnection Facilities Study Agreement** shall mean the form of agreement contained in Appendix 4 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

**Interconnection Feasibility Study** shall mean a preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Administered Transmission System, the scope of which is described in Section 6 of the Standard Large Generator Interconnection Procedures. The Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

**Interconnection Feasibility Study Agreement** shall mean the form of agreement contained in Appendix 2 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

**Interconnection Request** (a) shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Standard Large Generator Interconnection Procedures, in accordance with the Tariff, to: (i) interconnect a new Generating Facility to the Administered Transmission System as either a CNR or a NR; (ii) 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

Generating 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. Interconnection Request shall not include: (i) a retail customer interconnecting a new Generating Facility that will produce electric energy to be consumed only on the retail customer's site; (ii) a request to interconnect a new Generating Facility to a distribution facility that is subject to the Tariff if the Generating Facility will not be used to make wholesale sales of electricity in interstate commerce; or (iii) a request to interconnect a Qualifying Facility (as defined by the Public Utility Regulatory Policies Act, as amended by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying Facility's owner intent is to sell 100% of the Qualifying Facility's output to its interconnected electric utility.

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

**Interconnection Study** shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, the Interconnection Facilities Study and the Optional Interconnection Study described in the Standard Large Generator Interconnection Procedures. Interconnection Study shall not include a CNR Group Study.

**Interconnection Study Agreement** shall mean any of the following agreements: the Interconnection Feasibility Study Agreement, the Interconnection System Impact Study Agreement, the Interconnection Facilities Study Agreement, and the Optional Interconnection Study Agreement attached to the Standard Large Generator Interconnection Procedures.

**Interconnection System Impact Study** shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of the Administered Transmission

System and any other Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on Adverse System Impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Large Generator Interconnection Procedures. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

**Interconnection System Impact Study Agreement** shall mean the form of agreement contained in Appendix 3 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection System Impact Study.

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

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

**Long Lead Time Facility ("Long Lead Facility")** shall mean a Generating Facility or an Elective Transmission Upgrade with an Interconnection Request for Capacity Network Resource Interconnection Service or Capacity Network Import Interconnection Service, respectively, that has, as applicable, elected or requested long lead time treatment and met the eligibility criteria and requirements specified in Schedule 22 or Schedule 25 of Section II of the Tariff..

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

of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnifying Party.

**Major Permits** shall be as defined in Section III.13.1.1.2.2.2(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 a later queue priority date; (ii) a change to the design or operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected with the Administered Transmission System that may have a significant adverse effect on the reliability or operating characteristics of the New England Transmission System; (iii) a delay to the Commercial Operation Date, In-Service Date, or Initial Synchronization Date of greater than three (3) years where the reason for delay is unrelated to construction schedules or permitting which delay is beyond the Interconnection Customer's control; or (iv) except as provided in Section 3.2.3.4 of the LGIP, a withdrawal of a request for Long Lead Facility treatment; or (v) except as provided in Section 3.2.3.6 of the LGIP, an election to participate in an earlier Forward Capacity Auction than originally anticipated.

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

**Network Capability Interconnection Standard ("NC Interconnection Standard")** shall mean the minimum criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking

Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

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

**Network Resource Capability ("NR Capability")** shall mean the maximum ~~gross and~~ net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. Where the Generating Facility includes multiple energy production devices, the NR Capability shall be the aggregate maximum ~~gross and~~ net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. NR Capability shall be equal to or greater than the CNR Capability. In the case of a Generating Facility that meets the criteria under Section 5.2.4 of this LGIP, the NR Capability shall equal the total megawatt amount determined pursuant to Section 5.2.4.

**Network Resource Interconnection Service ("NR Interconnection Service")** shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Generating Facility to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer's NR Interconnection Service shall be solely for the megawatt amount of the NR Capability requested pursuant to Section 3.1 of the LGIP. NR Interconnection Service in and of itself does not convey transmission service.

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

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

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

**Optional Interconnection Study Agreement** shall mean the form of agreement contained in Appendix 5 of the Standard Large Generator Interconnection Procedures for conducting the Optional Interconnection Study.

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

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

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

**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 Large 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, requests for transmission service and notification of requests for interconnection to other electric systems, as notified by the other electric systems, that impact the Administered Transmission System. References to a "higher-queued" Interconnection Request shall mean one that has been received by the System Operator (and placed in queue order) earlier than another Interconnection Request, which is referred to as "lower-queued."

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

**Scoping Meeting** shall mean the meeting between representatives of the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

**Site Control** shall mean documentation reasonably demonstrating: (a) that the Interconnection Customer is the owner in fee simple of the real property or holds an easement for which new interconnection is sought; (b) that the Interconnection Customer holds a valid written leasehold or other contractual interest in the real property for which new interconnection is sought; (c) that the Interconnection Customer holds a valid written option to purchase or a leasehold interest in the real property for which new interconnection is sought; (d) that the Interconnection Customer holds a duly

executed written contract to purchase, acquire an easement, a license or a leasehold interest in the real property for which new interconnection is sought; or (e) that the Interconnection Customer has filed applications for required permits to site on federal or state property.

**Stand Alone Network Upgrades** shall mean Network Upgrades that are not part of an Affected System 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, and Interconnecting Transmission Owner~~, and any Affected Party as deemed appropriate by System Operator in accordance with applicable codes of conduct and confidentiality requirements,~~ must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Standard Large Generator Interconnection Agreement. If the System Operator, Interconnecting Transmission Owner, and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the System Operator must provide the Interconnection Customer a written technical explanation outlining why the System Operator does not consider the Network Upgrade to be a Stand Alone Network Upgrade within 15 Business Days of its determination.

**Standard Large Generator Interconnection Agreement ("LGIA")** shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility, that is included in this Schedule 22 to the Tariff.

**Standard Large Generator Interconnection Procedures ("LGIP")** shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that are included in this Schedule 22 to the Tariff.

**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 that has achieved Commercial Operation, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the same Point of Interconnection would remain the same.

**Study Case** shall have the meaning specified in Sections 6.2 and 7.3 of this LGIP.

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

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

**Unused Capability** shall mean: (i) in the case of NR Interconnection Service at an existing, commercial Generating Facility, for Summer, the Summer NR Capability minus the latest Seasonal Claimed Capability for Summer as corrected to 50 degrees F, and, for Winter, the Winter NR Capability minus the latest Seasonal Claimed Capability for Winter as corrected to 0 degrees F; and (ii) in the case of CNR Interconnection Service at an existing, commercial Generating Facility, for Summer, the Summer CNR Capability minus the latest Summer Qualified Capacity, and for Winter, the Winter CNR Capability minus the latest Winter Qualified Capacity.

## ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION

**2.1** **Effective Date**. This LGIA shall become effective upon execution by the Parties subject to acceptance by the Commission (if applicable), or if filed unexecuted, upon the date specified by the Commission. System Operator and Interconnecting Transmission Owner shall promptly and jointly file this LGIA with the Commission upon execution in accordance with Section 11.3 of the LGIP and Article 3.1, if required.

**2.2** **Term of Agreement.** This LGIA, subject to the provisions of Article 2.3, and by mutual agreement of the Parties, shall remain in effect for a period of _____ years from the Effective

Date (*term to be specified in individual Agreement, but in no case should the term be less than ten (10) years from the Effective Date or such other longer period as the Interconnection Customer may request)* and shall be automatically renewed for each successive one-year period thereafter.

**2.3 Termination Procedures.**

**2.3.1 Written Notice.** This LGIA may be terminated by the Interconnection Customer, subject to continuing obligations of this LGIA and the Tariff, after giving the System Operator and Interconnecting Transmission Owner ninety (90) Calendar Days advance written notice, or by System Operator or Interconnecting Transmission Owner notifying the Commission after a Generating Facility retires pursuant to the Tariff, provided that if an Interconnection Customer exercises its right to terminate on ninety (90) Calendar Days, any reconnection would be treated as a new interconnection request; or this LGIA may be terminated by Interconnecting Transmission Owner or System Operator by notifying the Commission after the Generating Facility permanently ceases Commercial Operation.

**2.3.2 Default.** Each Party may terminate this LGIA in accordance with Article 17. Notwithstanding Articles 2.3.1 and 2.3.2, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing, if applicable, with the Commission of a notice of termination of this LGIA, which notice has been accepted for filing by the Commission. Termination of the LGIA shall not supersede or alter any requirements for deactivation or retirement of a generating unit under ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**2.4 Termination Costs.** If a Party elects to terminate this LGIA pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party(ies), as of the date of such Party's(ies') receipt of such notice of termination, that are the responsibility of such Party(ies) under this LGIA. In the event of termination by a Party, all Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a

consequence of termination. Upon termination of this LGIA, unless otherwise ordered or approved by the Commission:

2.4.1 With respect to any portion of the Interconnecting Transmission Owner's Interconnection Facilities, Network Upgrades, or Distribution Upgrades to the extent covered by this LGIA, that have not yet been constructed or installed, the Interconnecting Transmission Owner shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and the Interconnecting Transmission Owner shall deliver such material and equipment, and, if necessary, and to the extent possible, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Interconnecting Transmission Owner for any or all such costs of materials or equipment not taken by Interconnection Customer, either (i) in the case of overpayment, Interconnecting Transmission Owner shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by the Interconnecting Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts, or (ii) in the case of underpayment, Interconnection Customer shall promptly pay such amounts still due plus any costs, including penalties incurred by Interconnecting Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this LGIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Network Upgrades for which the Interconnecting Transmission Owner has incurred expenses and has not been reimbursed by the Interconnection Customer.

2.4.2 Interconnecting Transmission Owner may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Interconnecting Transmission Owner shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this LGIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

**2.5 Disconnection.** Upon termination of this LGIA, Interconnection Service shall terminate and, the Parties will take all appropriate steps to disconnect the Large Generating Facility from the Interconnecting Transmission Owner's Interconnection Facilities. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from a non-terminating Party's Default of this LGIA or such non-terminating Party otherwise is responsible for these costs under this LGIA.

**2.6 Survival.** This LGIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this LGIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this LGIA was in effect; and to permit each Party to have access to the lands of the other Party(ies) pursuant to this LGIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

## ARTICLE 3. REGULATORY FILINGS

**3.1 Filing**. The System Operator and Interconnecting Transmission Owner shall jointly file this LGIA (and any amendment hereto) with the appropriate Governmental Authority, if required, in accordance with Section 11.3 of the LGIP. Interconnection Customer may request that any

information so provided be subject to the confidentiality provisions of Article 22. If the Interconnection Customer has executed this LGIA, or any amendment thereto, the Interconnection Customer shall reasonably cooperate with the System Operator and Interconnecting Transmission Owner with respect to such filing and to provide any information reasonably requested by the System Operator and/or the Interconnecting Transmission Owner needed to comply with applicable regulatory requirements.

## ARTICLE 4. SCOPE OF SERVICE

**4.1 Interconnection Product Options.** Interconnection Customer has selected the following (checked) type(s) of Interconnection Service:

Check: ___ NR for NR Interconnection Service (NR Capability Only)

___ CNR for CNR Interconnection Service (CNR Capability and NR Capability)

**4.1.1 Capacity Network Resource Interconnection Service (CNR Interconnection Service)**.

**4.1.1.1 The Product**. The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and the Interconnecting Transmission Owner and Affected Parties must construct the Network Upgrades needed to interconnect the Large Generating Facility in a manner comparable to that in which all other Capacity Network Resources are interconnected under the CC Interconnection Standard. CNR Interconnection Service allows the Interconnection Customer's Large Generating Facility to be designated as a Capacity Network Resource, to participate in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the net CNR Capability, or as otherwise provided in Market Rule 1, Section III of the Tariff, on the same basis as all other existing Capacity Network Resources, and to be

studied as a Capacity Network Resource on the assumption that such a designation will occur.

**4.1.2 Network Resource Interconnection Service (NR Interconnection Service).**

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

**4.2 Provision of Service**. System Operator and Interconnecting Transmission Owner shall provide Interconnection Service for the Large Generating Facility at the Point of Interconnection.

**4.3 Performance Standards**. Each Party shall perform all of its obligations under this LGIA in accordance with Applicable Laws and Regulations, the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such requirements and standards, such Party shall not be deemed to be in Breach of this LGIA for its compliance therewith. If such Party is the Interconnecting Transmission Owner, then that Party shall amend the LGIA and System Operator, in conjunction with the Interconnecting Transmission Owner, shall submit the amendment to the Commission for approval.

**4.4** **No Transmission Delivery Service**. The execution of this LGIA does not constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service, or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

**4.5** **Transmission Delivery Service Implications**. CNR Interconnection Service and NR Interconnection Service allow the Interconnection Customer's Large Generating Facility to be designated by any Network Customer under the Tariff on the New England Transmission System as a Capacity Network Resource or Network Resource, up to the net CNR Capability or NR Capability, respectively, on the same basis as all other existing Capacity Network Resources and Network Resources interconnected to the New England Transmission System, and to be studied as a Capacity Network Resource or a Network Resource on the assumption that such a designation will occur. Although CNR Interconnection Service and NR Interconnection Service do not convey a reservation of transmission service, any Network Customer can utilize its network service under the Tariff to obtain delivery of capability from the Interconnection Customer's Large Generating Facility in the same manner as it accesses Capacity Network Resources and Network Resources. A Large Generating Facility receiving CNR Interconnection Service or NR Interconnection Service may also be used to provide Ancillary Services, in accordance with the Tariff and Market Rule 1, after technical studies and/or periodic analyses are performed with respect to the Large Generating Facility's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Capacity Network Resource or Network Resource. However, if an Interconnection Customer's Large Generating Facility has not been designated as a Capacity Network Resource or as a Network Resource by any load, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all Generating Facilities that are similarly situated.

CNR Interconnection Service and NR Interconnection Service do not necessarily provide the Interconnection Customer with the capability to physically deliver the output of its Large Generating Facility to any particular load on the New England Transmission System without incurring congestion costs. In the event of transmission constraints on the New England Transmission System, the Interconnection Customer's Large Generating Facility shall be subject to the applicable congestion management procedures for the New England Transmission System in the same manner as other Capacity Network Resources or Network Resources.

There is no requirement either at the time of study or interconnection, or at any point in the future, that the Interconnection Customer's Large Generating Facility be designated as a Capacity Network Resource or as a Network Resource by a Network Service Customer under the Tariff or that the Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Large Generating Facility as either a Capacity Network Resource or a Network Resource, it must do so pursuant to the Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining CNR Interconnection Service or NR Interconnection Service, as long as the Large Generating Facility has not been deemed to be retired, any future transmission service request for delivery from the Large Generating Facility on the New England Transmission System of any amount of capacity capability and/or energy capability will not require that any additional studies be performed or that any further upgrades associated with such Large Generating Facility be undertaken, regardless of whether or not such Large Generating Facility is ever designated by a Network Customer as a Capacity Network Resource or Network Resource, and regardless of changes in ownership of the Large Generating Facility. To the extent the Interconnection Customer enters into an arrangement for long-term transmission service for deliveries from the Large Generating Facility outside the New England Transmission System, or if the unit has been deemed to be retired, such request may require additional studies and upgrades in order for Interconnecting Transmission Owner to grant such request.

**4.6 Interconnection Customer Provided Services.** The services provided by Interconnection Customer under this LGIA are set forth in Article 9.6 and Article 13.4. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

## ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

**5.1 Options**. Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall specify the In-Service Date, Initial Synchronization Date, and Commercial Operation Date as specified in the Interconnection Request or as subsequently revised pursuant to Section 4.4 of the LGIP; and select either the 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). At the same time, Interconnection Customer shall indicate whether it elects to exercise the Option to Build set forth in Article 5.1.3 below. If the dates designated by Interconnection Customer are not acceptable to Interconnecting Transmission Owner, Interconnecting Transmission Owner shall so notify Interconnection Customer within thirty (30) Calendar Days. Upon receipt of the notification that Interconnection Customer's designated dates are not acceptable to Interconnecting Transmission Owner, the Interconnection Customer shall notify Interconnecting Transmission Owner within thirty (30) Calendar Days whether it elects to exercise the Option to Build if it has not already elected to exercise the Option to Build. In accordance with Section 8 of the LGIP and unless otherwise mutually agreed, the Alternate Option is not an available option if the Interconnection Customer waived the Interconnection Facilities Study.

**5.1.1 Standard Option**. The Interconnecting Transmission Owner shall design, procure, and construct the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades by the dates set forth in Appendix B (Milestones). The Interconnecting Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event the Interconnecting Transmission Owner reasonably expects that it will not be able to

complete the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades by the specified dates, the Interconnecting Transmission Owner shall promptly provide written notice to the Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

**5.1.2 Alternate Option**. If the dates designated by Interconnection Customer are acceptable to Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall so notify Interconnection Customer within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities by the designated dates.
If Interconnecting Transmission Owner subsequently fails to complete Interconnecting Transmission Owner's Interconnection Facilities by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades by the Initial Synchronization Date to the extent necessary to allow for Trial Operation at full power output, unless other arrangements are made by the Parties for such Trial Operation; or fails to complete the Network Upgrades by the Commercial Operation Date, as such dates are reflected in Appendix B (Milestones); Interconnecting Transmission Owner shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each day that the applicable System Operator refuses to grant clearances to install equipment.

**5.1.3 Option to Build**. ~~If the dates designated by Interconnection Customer are not acceptable to Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall so notify the Interconnection Customer within thirty (30) Calendar Days, and unless the Parties agree otherwise,~~ Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of new Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2; provided that the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades do not involve the moving or outage of existing transmission equipment (except for the outage necessary

to tie-in the completed Interconnecting Transmission Owner's Interconnection Facility and Stand Alone Network Upgrade to the existing system), in which case the Option to Build is not available. The System Operator, Interconnecting Transmission Owner, and Interconnection Customer~~, and any Affected Party as deemed appropriate by System Operator in accordance with applicable codes of conduct and confidentiality requirements~~ must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A to the LGIA. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

**5.1.4 Negotiated Option**. ~~If the Interconnection Customer elects not to exercise its option under Article 5.1.3 (Option to Build), Interconnection Customer shall so notify Interconnecting Transmission Owner within thirty (30) Calendar Days, and~~ If the dates designated by Interconnection Customer are not acceptable to Interconnecting Transmission Owner, 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~~ all facilities other than the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects to exercise the Option to Build under Article 5.1.3) ~~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, then, pursuant to Article 5.1.1 (Standard Option), Interconnecting Transmission Owner shall assume responsibility for the design, procurement and construction of ~~the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades~~ all facilities other than the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects to exercise the Option to Build~~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 commit in the LGIA to a schedule for the completion of, and provide the System Operator evidence of proceeding with: (a) engineering and design of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades, (b) procurement of necessary equipment and ordering of long lead time material, and (c) construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(2) 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~~3) 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~~4) 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~~5) prior to commencement of construction, Interconnection Customer shall provide to Interconnecting Transmission Owner any changes to the schedule for construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network

Upgrades reflected in Appendix B (Milestones), and shall promptly respond to requests for information from Interconnecting Transmission Owner;

(~~5~~6) 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~~7) 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~~8) 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~~9) the Interconnection Customer shall transfer control of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the Interconnecting Transmission Owner prior to the In-Service Date;

(~~9~~10) 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 prior to the In-Service Date;

(~~10~~11) 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~~12) 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; and~~.~~

(13) If Interconnection Customer exercises the Option to Build pursuant to Article 5.1.3, Interconnection Customer shall pay Interconnecting Transmission Owner the actual costs for Interconnecting Transmission Owner to execute the responsibilities enumerated to Interconnecting Transmission Owner under Article 5.2. Interconnecting Transmission Owner shall invoice Interconnection Customer pursuant to Article 12.

**5.3 Liquidated Damages**. The actual damages to the Interconnection Customer, in the event the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades are not completed by the dates designated by the Interconnection Customer and accepted by the Interconnecting Transmission Owner pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by the Interconnecting Transmission Owner to the Interconnection Customer in the event that Interconnecting Transmission Owner does not complete any portion of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to ½ of 1 percent per day of the actual cost of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, in the aggregate, for which Interconnecting Transmission Owner has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades for which the Interconnecting Transmission Owner has assumed responsibility to design, procure,

and construct. The foregoing payments will be made by the Interconnecting Transmission Owner to the Interconnection Customer as just compensation for the damages caused to the Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this LGIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Interconnecting Transmission Owner's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for the Large Generating Facility's Trial Operation or to export power from the Large Generating Facility on the specified dates, unless the Interconnection Customer would have been able to commence use of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for Large Generating Facility's Trial Operation or to export power from the Large Generating Facility, but for Interconnecting Transmission Owner's delay; (2) the Interconnecting Transmission Owner's failure to meet the specified dates is the result of the action or inaction of the Interconnection Customer or any other Interconnection Customer who has entered into an LGIA with the Interconnecting Transmission Owner or any cause beyond Interconnecting Transmission Owner's reasonable control or reasonable ability to cure, including, but not limited to, actions by the System Operator that cause delays and/or delays in licensing, permitting or consents where the Interconnecting Transmission Owner has pursued such licenses, permits or consents in good faith; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

**5.4** **Power System Stabilizers**. If a Power System Stabilizer is required to be installed on the Large Generating Facility for the purpose of maintaining system stability, the Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with the guidelines and procedures established by the System Operator and Interconnecting Transmission Owner, and consistent with the ISO New England Operating Documents, Applicable Reliability

Standards, or successor documents. The System Operator and Interconnecting Transmission Owner reserve the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Large Generating Facility. If the Large Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, the Interconnection Customer shall immediately notify the System Operator and Interconnecting Transmission Owner, or their designated representative. The requirements of this paragraph shall not apply to non-synchronous power production equipment.

**5.5** **Equipment Procurement**. If responsibility for construction of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades is to be borne by the Interconnecting Transmission Owner, then the Interconnecting Transmission Owner shall commence design of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

**5.5.1** The Interconnecting Transmission Owner has completed the Facilities Study pursuant to the Facilities Study Agreement;

**5.5.2** The Interconnecting Transmission Owner has received written authorization to proceed with design and procurement from the Interconnection Customer by the date specified in Appendix B (Milestones); and

**5.5.3** The Interconnection Customer has provided security to the Interconnecting Transmission Owner in accordance with Article 11.5 by the dates specified in Appendix B (Milestones).

**5.6** **Construction Commencement**. The Interconnecting Transmission Owner shall commence construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

**5.6.1** Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

**5.6.2** Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades;

**5.6.3** The Interconnecting Transmission Owner has received written authorization to proceed with construction from the Interconnection Customer by the date specified in Appendix B (Milestones); and

**5.6.4** The Interconnection Customer has provided security to Interconnecting Transmission Owner in accordance with Article 11.5 by the dates specified in Appendix B (Milestones).

**5.7** **Work Progress**. The Interconnection Customer and the Interconnecting Transmission Owner shall keep each Party informed, by written quarterly progress reports, as to the progress of their respective design, procurement and construction efforts in order to meet the dates specified in Appendix B (Milestones). Any Party may also, at any other time, request a written progress report from the other Parties. If, at any time, the Interconnection Customer determines that the completion of the Interconnecting Transmission Owner's Interconnection Facilities will not be required until after the specified In-Service Date, the Interconnection Customer, upon the System Operator's approval that the change in the In-Service Date will not constitute a Material Modification pursuant to Section 4.4 of the LGIP, will provide written notice to the Interconnecting Transmission Owner of such later date upon which the completion of the Interconnecting Transmission Owner's Interconnection Facilities will be required.

**5.8** **Information Exchange**. As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection

Facilities and compatibility of the Interconnection Facilities with the New England Transmission System, and shall work diligently and in good faith to make any necessary design changes.

**5.9 ~~Limited Operation~~Other Interconnection Options**.

**5.9.1 Limited Operation.** If any of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Large Generating Facility, System Operator and the Interconnecting Transmission Owner shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Large Generating Facility and the Interconnection Customer's Interconnection Facilities may operate prior to the completion of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this LGIA. System Operator and Interconnecting Transmission Owner shall permit Interconnection Customer to operate the Large Generating Facility and the Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

**5.9.2 Provisional Interconnection Service**. Prior to the commencement of the Interconnection System Impact Study associated with a Large Generating Facility, an Interconnection Customer may request 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 Large Generator Interconnection Agreement or Interconnection Customer may request the filing of an unexecuted Provisional Large 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 Large 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 Large Generating Facility are in place prior to the commencement of Interconnection Service from the Large 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 Large 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 Large Generating Facility in the Provisional Large 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 Large Generator Interconnection Agreement and the Large Generator Interconnection Agreement, including changes in output limits and Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities cost responsibilities.

**5.10 Interconnection Customer's Interconnection Facilities ("ICIF")**. Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades).

**5.10.1 Large Generating Facility Specifications**. Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Interconnecting Transmission Owner at least one hundred eighty (180) Calendar Days

prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Interconnecting Transmission Owner shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of the Interconnecting Transmission Owner and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

**5.10.2 Interconnecting Transmission Owner's Review**. Interconnecting Transmission Owner's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Large Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Interconnecting Transmission Owner, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of the Interconnecting Transmission Owner.

**5.10.3 ICIF Construction**. The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, the Interconnection Customer shall deliver to the Interconnecting Transmission Owner "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Large Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Interconnection Customer's step-up transformers, the facilities connecting the Large Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Large Generating Facilities. The Interconnection Customer shall provide Interconnecting Transmission Owner specifications for the excitation system, automatic voltage regulator,

Large Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

**5.11 Interconnecting Transmission Owner's Interconnection Facilities Construction**. The Interconnecting Transmission Owner's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, the Interconnecting Transmission Owner shall deliver to the Interconnection Customer the following "as-built" drawings, information and documents for the Interconnecting Transmission Owner's Interconnection Facilities. The appropriate drawings and relay diagrams shall be included in Appendix A of this LGIA.

The System Operator will obtain operational control of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities pursuant to the TOA.

**5.12 Access Rights**. Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at the incremental cost to another Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents if allowed under the applicable agency agreement, that are necessary to enable the Access Party solely to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Large Generating Facility with the Administered Transmission System; (ii) operate and maintain the Large Generating Facility, the Interconnection Facilities and the New England Transmission System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this LGIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

**5.13 Lands of Other Property Owners**. If any part of the Interconnecting Transmission Owner's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall at Interconnection Customer's expense use Reasonable Efforts, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove the Interconnecting Transmission Owner's Interconnection Facilities and/or Network Upgrades upon such property. Notwithstanding the foregoing, the Interconnecting Transmission Owner shall not be obligated to exercise eminent domain authority in a manner inconsistent with Applicable Laws and Regulations or when an Interconnection Customer is authorized under Applicable Laws and Regulations to exercise eminent domain on its own behalf.

**5.14 Permits.** System Operator, Interconnecting Transmission Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses, and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Interconnecting Transmission Owner shall provide permitting assistance to the Interconnection Customer comparable to that provided to the Interconnecting Transmission Owner's own, or an Affiliate's generation.

**5.15 Early Construction of Base Case Facilities.** Interconnection Customer may request Interconnecting Transmission Owner to construct, and Interconnecting Transmission Owner shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Administered Transmission System, which are included in the Base Case of the Facilities Study for the Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date. The Interconnection Customer shall reimburse the Interconnecting Transmission Owner for all costs incurred related to early construction to the extent such costs are not recovered from other Interconnection Customers included in the base case.

**5.16 Suspension.** Interconnection Customer reserves the right, upon written notice to Interconnecting Transmission Owner and System Operator, to suspend at any time all work by Interconnecting Transmission Owner associated with the construction and installation of Interconnecting Transmission Owner's Interconnection Facilities and/or Network Upgrades required under this LGIA with the condition that the New England Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and the System Operator's and Interconnecting Transmission Owner's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Interconnecting Transmission Owner (i) has incurred pursuant to this LGIA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the New England Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Interconnecting Transmission Owner cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Interconnecting Transmission Owner shall obtain Interconnection Customer's authorization to do so. Interconnecting Transmission Owner shall invoice Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the event Interconnection Customer suspends work by Interconnecting Transmission Owner required under this LGIA pursuant to this Article 5.16, and has not requested Interconnecting Transmission Owner to recommence the work required under this LGIA on or before the expiration of three (3) years following commencement of such suspension, this LGIA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Interconnecting Transmission Owner and System Operator, if no effective date is specified. A suspension under this Article 5.16 does not automatically permit an extension of the In-Service Date, the Initial Synchronization Date or the Commercial Operation Date. A request for extension of such dates is subject to Section 4.4.5 of the LGIP. Notwithstanding the extensions permitted under Section 4.4.5 of the LGIP, the three-year period shall in no way result in an extension of the In-Service Date, the Initial Synchronization Date or the Commercial

Operation Date that exceeds seven (7) years from the date of the Interconnection Request; otherwise, this LGIA shall be deemed terminated.

**5.17 Taxes.**

**5.17.1 Payments Not Taxable.** The Parties intend that all payments or property transfers made by any Party for the installation of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

**5.17.2 Representations and Covenants.** In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Large Generating Facility will pass to another party prior to the transmission of the electricity on the New England Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to the Interconnecting Transmission Owner for the Interconnecting Transmission Owner's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of the Interconnecting Transmission Owner's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Large Generating Facility. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Interconnecting Transmission Owner's request, Interconnection Customer shall provide Interconnecting Transmission Owner with a report from an independent engineer confirming its representation in clause (iii), above. Interconnecting Transmission Owner represents and covenants that the cost of the Interconnecting Transmission Owner's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

**5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon Interconnecting Transmission Owner.** Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Interconnecting Transmission Owner from the cost consequences of any current tax liability imposed against Interconnecting Transmission Owner as the result of payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner under this LGIA, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Interconnecting Transmission Owner.

The Interconnecting Transmission Owner shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this LGIA unless (i) Interconnecting Transmission Owner has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner should be reported as income subject to taxation or (ii) any Governmental Authority directs Interconnecting Transmission Owner to report payments or property as income subject to taxation; provided, however, that Interconnecting Transmission Owner may require Interconnection Customer to provide security, in a form reasonably acceptable to Interconnecting Transmission Owner (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Interconnecting Transmission Owner for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Interconnecting Transmission Owner of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period, and the applicable statute of limitation, as it may be extended by the Interconnecting Transmission Owner upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

**5.17.4 Tax Gross-Up Amount.** Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Interconnecting Transmission Owner, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1) the current taxes imposed on Interconnecting Transmission Owner ("Current Taxes") on the excess of (a) the gross income realized by Interconnecting Transmission Owner as a result of payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner under this LGIA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit the Interconnecting Transmission Owner to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).For this purpose, (i) Current Taxes shall be computed based on Interconnecting Transmission Owner composite federal and state tax rates at the time the payments or property transfers are received and Interconnecting Transmission Owner will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Interconnecting Transmission Owner's anticipated tax depreciation deductions as a result of such payments or property transfers by Interconnecting Transmission Owner current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Transmission Owner pursuant to this Article 5.17.4 can be expressed as follows: (Current Tax Rate x (Gross Income Amount –

Present Value of Tax Depreciation))/(1-Current Tax Rate). Interconnection Customer's estimated tax liability in the event taxes are imposed shall be stated in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades).

**5.17.5 Private Letter Ruling or Change or Clarification of Law**. At Interconnection Customer's request and expense, Interconnecting Transmission Owner shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Interconnecting Transmission Owner under this LGIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Interconnecting Transmission Owner and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Interconnecting Transmission Owner shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Interconnecting Transmission Owner shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

**5.17.6 Subsequent Taxable Events**. If, within ten (10) years from the date on which the relevant Interconnecting Transmission Owner's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenant contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this LGIA terminates and Interconnecting Transmission Owner retains ownership of the Interconnection Facilities and Network Upgrades, the Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on

Interconnecting Transmission Owner, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

**5.17.7 Contests**. In the event any Governmental Authority determines that Interconnecting Transmission Owner's receipt of payments or property constitutes income that is subject to taxation, Interconnecting Transmission Owner shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Interconnecting Transmission Owner may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Interconnecting Transmission Owner may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Interconnecting Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Interconnecting Transmission Owner shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Interconnecting Transmission Owner may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Interconnecting Transmission Owner, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the

written advice from nationally recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Interconnecting Transmission Owner for the tax at issue in the contest.

**5.17.8 Refund.** In the event that (a) a private letter ruling is issued to Interconnecting Transmission Owner which holds that any amount paid or the value of any property transferred by Interconnection Customer to Interconnecting Transmission Owner under the terms of this LGIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Interconnecting Transmission Owner in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Interconnecting Transmission Owner under the terms of this LGIA is not taxable to Interconnecting Transmission Owner, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Interconnecting Transmission Owner are not subject to federal income tax, or (d) if Interconnecting Transmission Owner receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Interconnecting Transmission Owner pursuant to this LGIA, Interconnecting Transmission Owner shall promptly refund to Interconnection Customer the following:

(i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,

(ii) interest on any amounts paid by Interconnection Customer to Interconnecting Transmission Owner for such taxes which Interconnecting Transmission Owner did not submit to the taxing authority, interest calculated in

accordance with the methodology set forth in the Commission's regulations at 18 CFR §35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Interconnecting Transmission Owner refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Interconnecting Transmission Owner, any refund or credit Interconnecting Transmission Owner receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to the Interconnecting Transmission Owner for such overpayment of taxes (including any reduction in interest otherwise payable by Interconnecting Transmission Owner to any Governmental Authority resulting from an offset or credit); provided, however, that Interconnecting Transmission Owner will remit such amount promptly to Interconnection Customer only after and to the extent that Interconnecting Transmission Owner has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to the Interconnecting Transmission Owner's Interconnection Facilities.

The intent of this provision is to leave Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

**5.17.9 Taxes Other Than Income Taxes.** Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Interconnecting Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Interconnecting Transmission Owner for which Interconnection Customer may be required to reimburse Interconnecting Transmission Owner under the terms of this LGIA. Interconnection Customer shall pay to Interconnecting Transmission Owner on a periodic basis, as

invoiced by Interconnecting Transmission Owner, Interconnecting Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Interconnecting Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Interconnecting Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Interconnecting Transmission Owner.

**5.18 Tax Status**. Each Party shall cooperate with the others to maintain the other Party's(ies') tax status. Nothing in this LGIA is intended to adversely affect any Interconnecting Transmission Owner's tax-exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

**5.19 Modification**.

**5.19.1 General.** Either Interconnection Customer or Interconnecting Transmission Owner may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, the facilities of any Affected Parties, or the New England Transmission System, that Party shall provide to the other Parties and any Affected Party: (i) sufficient information regarding such modification so that the other Party(ies) may evaluate the potential impact of such modification prior to commencement of the work; and (ii) such information as may be required by the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Large Generating Facility. The Party desiring to perform such work shall provide the

relevant drawings, plans, and specifications to the other Party(ies) at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed. Notwithstanding the foregoing, no Party shall be obligated to proceed with a modification that would constitute a Material Modification and therefore require an Interconnection Request under the LGIP, except as provided under and pursuant to the LGIP.

In the case of Large Generating Facility or Interconnection Customer's Interconnection Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Interconnecting Transmission Owner shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the New England Transmission System, Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

**5.19.2 Standards.** Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this LGIA and Good Utility Practice.

**5.19.3 Modification Costs.** Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Interconnecting Transmission Owner makes to the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System to facilitate the interconnection of a third party to the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System, or to provide transmission service to a third party under the Tariff, except as provided for under the Tariff or any other applicable tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to the Large Generating Facility or Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such

Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

## ARTICLE 6. TESTING AND INSPECTION

**6.1 Pre-Commercial Operation Date Testing and Modifications.** Prior to the Commercial Operation Date, the Interconnecting Transmission Owner shall test Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades and Interconnection Customer shall test the Large Generating Facility and the Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Large Generating Facility only if it has arranged for the delivery of such test energy.

**6.2 Post-Commercial Operation Date Testing and Modifications.** Each Interconnection Customer and Interconnecting Transmission Owner shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, as may be necessary to ensure the continued interconnection of the Large Generating Facility to the Administered Transmission System in a safe and reliable manner. The Interconnection Customer and Interconnecting Transmission Owner each shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's(ies') facilities, at the requesting Party's expense, as may be in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The System Operator shall also have the right to require reasonable additional testing of the other Party's (ies') facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**6.3 Right to Observe Testing.** Each Party shall notify the System Operator and other Party(ies) in advance of its performance of tests of its Interconnection Facilities. The other Party(ies) has the right, at its own expense, to observe such testing.

**6.4 Right to Inspect.** Each Party shall have the right, but shall have no obligation to: (i) observe the other Party's(ies') tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers; (ii) review the settings of the other Party's(ies') System Protection Facilities and other protective equipment; and (iii) review the other Party's(ies') maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. Each Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Parties. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be governed by Article 22.

## ARTICLE 7. METERING

**7.1 General.** Each Party shall comply with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, regarding metering. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment. Unless the System Operator otherwise agrees, the Interconnection Customer shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the capacity and energy being transmitted under this Tariff and to communicate the information to the System Operator. Unless otherwise agreed, such equipment shall remain the property of the Interconnecting Transmission Owner.

**7.2 Check Meters.** Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check Interconnecting Transmission Owner's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this LGIA, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by Interconnecting Transmission Owner or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

**7.3 Standards.** Interconnecting Transmission Owner shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards and the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**7.4 Testing of Metering Equipment.** Interconnecting Transmission Owner shall inspect and test all Interconnecting Transmission Owner-owned Metering Equipment upon installation and thereafter as specified in the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Interconnecting Transmission Owner shall give reasonable notice of the time when any inspection or test shall take place, and Interconnection Customer may have

representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than the values specified within ISO New England Operating Documents, or successor documents, from the measurement made by the standard meter used in the test, the Interconnecting Transmission Owner shall adjust the measurements, in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**7.5 Metering Data.** At Interconnection Customer's expense, metered data shall be telemetered to one or more locations designated by System Operator and Interconnecting Transmission Owner. The hourly integrated metering, established in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, used to transmit Megawatt hour ("MWh") per hour data by electronic means and the Watt-hour meters equipped with kilowatt-hour ("kwh") or MWh registers to be read at month's end shall be the official measurement of the amount of energy delivered from the Large Generating Facility to the Point of Interconnection. Instantaneous metering is required for all Generators in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

## ARTICLE 8. COMMUNICATIONS

**8.1 Interconnection Customer Obligations.** Interconnection Customer shall maintain satisfactory operating communications with the System Operator and Interconnecting Transmission Owner in accordance with applicable provisions of ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**8.2 Remote Terminal Unit.** Prior to the Initial Synchronization Date of the Large Generating Facility, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Interconnection Customer or Interconnecting Transmission Owner at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by System Operator and Interconnecting

Transmission Owner through use of a dedicated point-to-point data circuit(s). The communication protocol for the data circuit(s) shall be specified by System Operator and Interconnecting Transmission Owner. All information required by the ISO New England Operating Documents, or successor documents, must be telemetered directly to the location(s) specified by System Operator and Interconnecting Transmission Owner.
Each Party will promptly advise the other Party(ies) if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party(ies). The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

**8.3 No Annexation.** Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

**8.4 Provision of Data from an Intermittent Power Resource.** The Interconnection Customer whose Generating Facility is an Intermittent Power Resource shall provide meteorological and forced outage data to the System Operator to the extent necessary for the System Operator's development and deployment of power production forecasts for that class of Intermittent Power Resources. The Interconnection Customer with an Intermittent Power Resource having wind as the energy source, at a minimum, will be required to provide the System Operator with site-specific meteorological data including: temperature, wind speed, wind direction, and atmospheric pressure. The Interconnection Customer with an Intermittent Power Resource having solar as the energy source, at a minimum, will be required to provide the System Operator with site-specific meteorological data including: temperature, atmospheric pressure, and irradiance. The System Operator and Interconnection Customer whose Generating Facility is an Intermittent Power Resource shall mutually agree to any additional meteorological data that are required for the development and deployment of a power product forecast. The Interconnection Customer whose Generating Facility is an Intermittent Power Resource also shall submit data to the System Operator regarding all forced outages to the extent necessary for the System Operator's development and deployment of power production forecasts for that class of Intermittent Power Resources. The exact specifications of the meteorological and forced outage data to be provided

by the Interconnection Customer to the System Operator, including the frequency and timing of data submittals, shall be made taking into account the size and configuration of the Intermittent Power Resource, its characteristics, location, and its importance in maintaining generation resource adequacy and transmission system reliability in its area. All requirements for meteorological and forced outage data must be commensurate with the power production forecasting employed by the System Operator. Such requirements for meteorological and forced outage data are set forth in Appendix C, Interconnection Details, of this LGIA, as they may change from time to time.

## ARTICLE 9. OPERATIONS

**9.1 General.** Each Party shall comply with applicable provisions of ISO New England Operating Documents, Reliability Standards, or successor documents, regarding operations. Each Party shall provide to the other Party(ies) all information that may reasonably be required by the other Party(ies) to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

**9.2 Control Area Notification.** Before Initial Synchronization Date, the Interconnection Customer shall notify the System Operator and Interconnecting Transmission Owner in writing in accordance with ISO New England Operating Documents, Reliability Standards, or successor documents. If the Interconnection Customer elects to have the Large Generating Facility dispatched and operated from a remote Control Area other than the Control Area in which the Large Generating Facility is physically located, and if permitted to do so by the relevant transmission tariffs and ISO New England Operating Documents, Reliability Standards, or successor documents, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this LGIA, and remote Control Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Large Generating Facility in the other Control Area for dispatch and operations.

**9.3 Interconnecting Transmission Owner and System Operator Obligations.** Interconnecting Transmission Owner and System Operator shall cause the Interconnecting Transmission Owner's

Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this LGIA and ISO New England Operating Documents, Reliability Standards, or successor documents. Interconnecting Transmission Owner or System Operator may provide operating instructions to Interconnection Customer consistent with this LGIA, ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Interconnecting Transmission Owner's and System Operator's operating protocols and procedures as they may change from time to time. Interconnecting Transmission Owner and System Operator will consider changes to their operating protocols and procedures proposed by Interconnection Customer.

**9.4 Interconnection Customer Obligations.** Interconnection Customer shall at its own expense operate, maintain and control the Large Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA and ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.5 Start-Up and Synchronization.** The Interconnection Customer is responsible for the proper start-up and synchronization of the Large Generating Facility to the New England Transmission System in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.6 Reactive Power and Primary Frequency Response.**

**9.6.1 Power Factor Design Criteria.**

**9.6.1.1 Synchronous Generation.** Interconnection Customer shall design the Large Generating Facility and all generating units comprising the Large Generating Facility, as applicable, to maintain a composite power delivery at continuous rated power output at the Point of Interconnection 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 synchronous (and non-wind non-synchronous generators as specified in Appendix G, Section A.ii.4 to the LGIA) generators in the Control Area on a comparable basis and in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.6.1.2 Non-Synchronous Generation.** The power factor design criteria requirements applicable to non-synchronous Generating Facilities shall be as specified in in Appendix G to the LGIA. The Low Voltage Ride-Through Capability requirements applicable to wind and inverter-based Generating Facilities shall be as specified in Appendix G to the LGIA.

**9.6.2 Voltage Schedules.** Once the Interconnection Customer has synchronized the Large Generating Facility to the New England Transmission System, Interconnection Customer shall operate the Large Generating Facility at the direction of System Operator and Interconnecting Transmission Owner in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, regarding voltage schedules in accordance with such requirements.

**9.6.2.1 Voltage Regulators.** The Interconnection Customer must keep and maintain a voltage regulator on all generating units comprising a Large Generating Facility in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. All Interconnection Customers that have, or are required to have, automatic voltage regulation shall normally operate the Large Generating Facility with its voltage regulators in automatic operation.

It is the responsibility of the Interconnection Customer to maintain the voltage regulator in good operating condition and promptly report to the System Operator and Interconnecting Transmission Owner any problems that could cause interference with its proper operation.

**9.6.2.2 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.

**9.6.4 Primary Frequency Response.**

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 Large 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 Large 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 ±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 Large 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 Large 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 Large 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 Large Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Large Generating Facility with the New England Transmission System, Interconnection Customer shall operate the Large Generating Facility consistent with the provisions specified in Articles 9.6.4.1 and 9.6.4.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Large Generating Facilities.

**9.6.4.1 Governor or Equivalent Controls.** Whenever the Large Generating Facility is operated in parallel with the New England Transmission System, Interconnection Customer shall operate the Large 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 ±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 Large 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 Large Generating Facility's governor or equivalent controls to a minimum whenever the Large Generating Facility is operated in parallel with the New England Transmission System.

**9.6.4.2 Timely and Sustained Response.** Interconnection Customer shall ensure that the Large 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 Large 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 Large 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.

**9.6.4.3 Exemptions.** Large Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Articles 9.6.4, 9.6.4.1, and 9.6.4.2 of this Agreement. Large 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 9.6.4, but shall be otherwise exempt from the operating requirements in Articles 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.4 of this Agreement.

**9.6.4.4 Electric Storage Resources.** Interconnection Customer interconnecting a Large Generating Facility that is an electric storage resource shall establish an operating range in Appendix C of its LGIA 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 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.3 of this Agreement. Appendix C 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 Appendix C 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 9.6.4.2 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.

**9.7 Outages and Interruptions.**

**9.7.1 Outages.**

**9.7.1.1 Outage Authority and Coordination.** The System Operator shall have the authority to coordinate facility outages in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Each Party may in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, in coordination with the other Party(ies), remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's(ies') facilities as necessary to perform maintenance or testing or to install or replace equipment, subject to the oversight of System Operator in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.1.2 Outage Schedules.** Outage scheduling, and any related compensation, shall be in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.2 Interruption of Service.** In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, the System

Operator or Interconnecting Transmission Owner may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect System Operator's or Interconnecting Transmission Owner's ability to perform such activities as are necessary to safely and reliably operate and maintain the New England Transmission System.

**9.7.3 Under-Frequency and Over Frequency Conditions.** Interconnection Customer shall implement under-frequency and over-frequency relay set points for the Large Generating Facility as required by the applicable provisions of ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Large Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with System Operator and Interconnecting Transmission Owner in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.4 System Protection and Other Control Requirements.**

**9.7.4.1 System Protection Facilities.** Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Interconnecting Transmission Owner shall install at Interconnection Customer's expense, in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, any System Protection Facilities that may be required on the Interconnecting Transmission Owner Interconnection Facilities or the New England Transmission System as a result of the interconnection of the Large Generating Facility and the Interconnection Customer's Interconnection Facilities.

**9.7.4.2** Each Party's protection facilities shall be designed and coordinated with other systems in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.4.3** Each Party shall be responsible for protection of its facilities consistent with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.4.4** Each Party's protective relay design shall allow for tests required in Article 6.

**9.7.4.5** Each Party will test, operate and maintain System Protection Facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.5 Requirements for Protection.** In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and compliance with Good Utility Practice , Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Large Generating Facility to any short circuit occurring on the New England Transmission System not otherwise isolated by Interconnecting Transmission Owner's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the New England Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Large Generating Facility and the New England Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Large Generating Facility and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Large

Generating Facility and Interconnection Customer's other equipment if conditions on the New England Transmission System could adversely affect the Large Generating Facility.

**9.7.6 Power Quality.** A Party's facilities shall not cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard.

**9.8 Switching and Tagging Rules.** Each Party shall provide the other Party(ies) with a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

**9.9 Use of Interconnection Facilities by Third Parties.**

**9.9.1 Purpose of Interconnection Facilities.** Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Large Generating Facility to the Administered Transmission System and shall be used for no other purpose.

**9.9.2 Third Party Users.** If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use the Interconnecting Transmission Owner's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Interconnecting Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed-upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs

associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Interconnecting Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed-upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to the Commission for resolution.

**9.10 Disturbance Analysis Data Exchange.** The Parties will cooperate with one another in the analysis of disturbances to either the Large Generating Facility or the New England Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

## ARTICLE 10. MAINTENANCE

**10.1 Interconnecting Transmission Owner and Customer Obligations.** Interconnecting Transmission Owner and Interconnection Customer shall each maintain that portion of its respective facilities that are part of the New England Transmission System and the Interconnecting Transmission Owner's Interconnection Facilities in a safe and reliable manner and in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**10.2 Operating and Maintenance Expenses.** Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation,

maintenance, repair and replacement of Interconnecting Transmission Owner's Interconnection Facilities, Stand Alone Network Upgrades, Network Upgrades and Distribution Upgrades.

## ARTICLE 11. PERFORMANCE OBLIGATION

**11.1 Interconnection Customer's Interconnection Facilities.** Interconnection Customer shall design, procure, construct, install, own and/or control the Interconnection Customer's Interconnection Facilities described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades) at its sole expense.

**11.2 Interconnecting Transmission Owner's Interconnection Facilities.** Interconnecting Transmission Owner shall design, procure, construct, install, own and/or control the Interconnecting Transmission Owner's Interconnection Facilities described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades) at the sole expense of the Interconnection Customer.

**11.3 Network Upgrades and Distribution Upgrades.** Interconnecting Transmission Owner shall design, procure, construct, install, and own the Network Upgrades, and to the extent provided by Article 5.1, Stand Alone Network Upgrades, and Distribution Upgrades described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades). The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Unless the Interconnecting Transmission Owner elects to fund the capital for the Network Upgrades, they shall be solely funded by the Interconnection Customer.

**11.4 Cost Allocation; Compensation; Rights; Affected Systems**

**11.4.1 Cost Allocation.** Cost allocation of Generator Interconnection Related Upgrades shall be in accordance with Schedule 11 of Section II of the Tariff.

**11.4.2 Compensation.** Any compensation due to the Interconnection Customer for increases in transfer capability to the PTF resulting from its Generator Interconnection Related Upgrade shall be determined in accordance with Sections II and III of the Tariff.

**11.4.3 Rights.** Notwithstanding any other provision of this LGIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades.

**11.4.4 Special Provisions for Affected Systems.** The Interconnection Customer shall enter into separate related facilities agreements to address any upgrades to the Affected System(s) that are necessary for safe and reliable interconnection of the Interconnection Customer's Generating Facility.

**11.5 Provision of Security.** At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of an Interconnecting Transmission Owner's Interconnection Facilities, Network Upgrades, or Distribution Upgrades, Interconnection Customer shall provide Interconnecting Transmission Owner a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Interconnecting Transmission Owner in accordance with Section 7 of Schedule 11 of the Tariff. In addition:

**11.5.1** The guarantee must be made by an entity that meets the creditworthiness requirements of Interconnecting Transmission Owner, and contain terms and conditions that guarantee payment of any amount that may be due from Interconnection Customer, up to an agreed-to maximum amount.

**11.5.2** The letter of credit must be issued by a financial institution reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

**11.5.3** The surety bond must be issued by an insurer reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

**11.6 Interconnection Customer Compensation.** If System Operator or Interconnecting Transmission Owner requests or directs Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.4.1 of this LGIA, Interconnection Customer shall be compensated pursuant to the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition.** Interconnection Customer shall be compensated for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the New England Transmission System during an Emergency Condition in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

## ARTICLE 12. INVOICE

**12.1 General.** Each Party shall submit to the other Party(ies), on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party(ies) under this LGIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

**12.2 Final Invoice.** Within six months after completion of the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades, Interconnecting Transmission Owner shall provide an invoice of the final cost of the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the

actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Interconnecting Transmission Owner shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice. Interconnection Customer shall pay to Interconnecting Transmission Owner any amount by which the actual payment by Interconnection Customer for estimated costs falls short of the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

**12.3 Payment.** Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by any Party will not constitute a waiver of any rights or claims the other Party(ies) may have under this LGIA.

**12.4 Disputes.** In the event of a billing dispute between Interconnecting Transmission Owner and Interconnection Customer, Interconnecting Transmission Owner shall continue to provide Interconnection Service under this LGIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Interconnecting Transmission Owner or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Interconnecting Transmission Owner may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accord with the methodology set forth in the Commission's Regulations at 18 CFR § 35.19a(a)(2)(iii).

## ARTICLE 13. EMERGENCIES

**13.1 Obligations.** Each Party shall comply with the Emergency Condition procedures of the System Operator in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**13.2 Notice.** Interconnecting Transmission Owner or System Operator as applicable shall notify Interconnection Customer and System Operator or Interconnecting Transmission Owner as applicable, promptly when it becomes aware of an Emergency Condition that affects the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify Interconnecting Transmission Owner and System Operator promptly when it becomes aware of an Emergency Condition that affects the Large Generating Facility or the Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the New England Transmission System or the Interconnecting Transmission Owner's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Interconnecting Transmission Owner's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

**13.3 Immediate Action.** Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Interconnecting Transmission Owner and System Operator, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Large Generating Facility or the Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by the Interconnecting Transmission Owner or the System Operator or otherwise regarding the New England Transmission System.

**13.4 System Operator's and Interconnecting Transmission Owner's Authority.**

**13.4.1 General.** System Operator or Interconnecting Transmission Owner may take whatever actions or inactions with regard to the New England Transmission System or the Interconnecting Transmission Owner's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the New England Transmission System or Interconnecting Transmission Owner's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or the Interconnection Customer's Interconnection Facilities. System Operator and Interconnecting Transmission Owner may, on the basis of technical considerations, require the Large Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.4.2; directing the Interconnection Customer to assist with black start (if available) or restoration efforts; or altering the outage schedules of the Large Generating Facility and the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of System Operator's and Interconnecting Transmission Owner's operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer's design limitations of the Large Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

**13.4.2 Reduction and Disconnection.** System Operator and Interconnecting Transmission Owner may reduce Interconnection Service or disconnect the Large Generating Facility or the Interconnection Customer's Interconnection Facilities when such reduction or disconnection is necessary in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. These rights are

separate and distinct from any right of curtailment of the System Operator and Interconnecting Transmission Owner pursuant to the Tariff. When the System Operator and Interconnecting Transmission Owner can schedule the reduction or disconnection in advance, System Operator and Interconnecting Transmission Owner shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. System Operator and Interconnecting Transmission Owner shall coordinate with the Interconnection Customer in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents to schedule the reduction or disconnection during periods of least impact to the Interconnection Customer and the System Operator and Interconnecting Transmission Owner. Any reduction or disconnection shall continue only for so long as reasonably necessary in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The Parties shall cooperate with each other to restore the Large Generating Facility, the Interconnection Facilities, and the New England Transmission System to their normal operating state as soon as practicable in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**13.5 Interconnection Customer Authority.** In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents and the LGIA and the LGIP, the Interconnection Customer may take whatever actions or inactions with regard to the Large Generating Facility or the Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the New England Transmission System and the Interconnecting Transmission Owner's Interconnection Facilities. System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to assist Interconnection Customer in such actions.

**13.6 Limited Liability.** Except as otherwise provided in Article 11.6.1 of this LGIA, a Party shall not be liable to another Party for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

## ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW

**14.1 Regulatory Requirements.** Each Party's obligations under this LGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this LGIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act or the Public Utility Holding Company Act of 1935, as amended. To the extent that a condition arises that could result in Interconnection Customer's inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978, the Parties shall engage in good faith negotiations to address the condition so that such result will not occur and so that this LGIA can be performed.

**14.2 Governing Law.**

**14.2.1** The validity, interpretation and performance of this LGIA and each of its provisions shall be governed by the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles.

**14.2.2** This LGIA is subject to all Applicable Laws and Regulations.

**14.2.3** Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

## ARTICLE 15. NOTICES

**15.1 General.** Unless otherwise provided in this LGIA, any notice, demand or request required or permitted to be given by a Party to another Party and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F (Addresses for Delivery of Notices and Billings).

A Party may change the notice information in this LGIA by giving five (5) Business Days written notice prior to the effective date of the change.

**15.2 Billings and Payments.** Billings and payments shall be sent to the addresses set out in Appendix F.

**15.3 Alternative Forms of Notice.** Any notice or request required or permitted to be given by a Party to another Party and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

**15.4 Operations and Maintenance Notice.** Each Party shall notify the other Party(ies) in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

## ARTICLE 16. FORCE MAJEURE

**16.1 Force Majeure.**

**16.1.1** Economic hardship is not considered a Force Majeure event.

**16.1.2** A Party shall not be considered to be in Default with respect to any obligation hereunder (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party(ies) in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

## ARTICLE 17. DEFAULT

### 17.1 Default.

**17.1.1 General.** No Breach shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this LGIA or the result of an act or omission of the other Party(ies). Upon a Breach, the non-Breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the Breaching Party shall have thirty (30) Calendar Days from receipt of the Breach notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the Breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Breach notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

**17.1.2 Right to Terminate.** If a Breach is not cured as provided in this Article, or if a Breach is not capable of being cured within the period provided for herein, the non-Breaching Party(ies) shall have the right to terminate this LGIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not those Parties terminate this LGIA, to recover from the Breaching Party all amounts due hereunder, plus all other damages and remedies to which they are entitled at law or in equity. The provisions of this Article will survive termination of this LGIA.

## ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

Notwithstanding any other provision of this Agreement, the liability, indemnification and insurance provisions of the Transmission Operating Agreement ("TOA") or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner and the liability, indemnification and insurance provisions of the Tariff apply to the relationship between the System Operator and the Interconnection Customer and between the Interconnecting Transmission Owner and the Interconnection Customer.

**18.1 Indemnity.** Each Party shall at all times indemnify, defend, and save the other Party(ies) harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's(ies') action or inactions of their obligations under this LGIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by an indemnified Party.

**18.1.1 Indemnified Person.** If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party

contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

**18.1.2 Indemnifying Party.** If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

**18.1.3 Indemnity Procedures.** Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in

the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in which event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

**18.2 Consequential Damages.** Other than the Liquidated Damages heretofore described, in no event shall a Party be liable under any provision of this LGIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

**18.3 Insurance.** The Interconnecting Transmission Owner and the Interconnection Customer shall, at their own expense, maintain in force throughout the period of this LGIA, and until released by the other Party(ies), the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

**18.3.1** Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.

**18.3.2** Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available

and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death, and property damage.

**18.3.3** Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

**18.3.4** Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars ($20,000,000) per occurrence/Twenty Million Dollars ($20,000,000) aggregate.

**18.3.5** The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party(ies), its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this LGIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

**18.3.6** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only

one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

**18.3.7** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this LGIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

**18.3.8** The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this LGIA.

**18.3.9** Within ten (10) days following execution of this LGIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this LGIA, executed by each insurer or by an authorized representative of each insurer.

**18.3.10** Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program, provided that such Party's senior secured debt is rated at investment grade, or better, by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this Article, it shall notify the other Party(ies) that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

**18.3.11** The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this LGIA.

## ARTICLE 19. ASSIGNMENT

**19.1 Assignment.** This LGIA may be assigned by any Party only with the written consent of the other Parties; provided that the Parties may assign this LGIA without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this LGIA; and provided further that the Interconnection Customer shall have the right to assign this LGIA, without the consent of the Interconnecting Transmission Owner or System Operator, for collateral security purposes to aid in providing financing for the Large Generating Facility, provided that the Interconnection Customer will promptly notify the Interconnecting Transmission Owner and System Operator of any such assignment. Any financing arrangement entered into by the Interconnection Customer pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the Interconnecting Transmission Owner and System Operator of the date and particulars of any such exercise of assignment right(s), including providing the Interconnecting Transmission Owner with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this LGIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

## ARTICLE 20. SEVERABILITY

**20.1 Severability.** If any provision in this LGIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or

covenant of this LGIA; provided that if the Interconnection Customer (or any third party, but only if such third party is not acting at the direction of the Interconnecting Transmission Owner) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

## ARTICLE 21. COMPARABILITY

**21.1 Comparability.** The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

## ARTICLE 22. CONFIDENTIALITY

**22.1 Confidentiality.** Confidential Information shall include, without limitation, all information governed by the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by a Party to another prior to the execution of this LGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by a Party, the other Party(ies) shall provide, in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

**22.1.1 Term.** During the term of this LGIA, and for a period of three (3) years after the expiration or termination of this LGIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

**22.1.2 Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this LGIA; or (6) is required, in accordance with Article 22.1.7 of the LGIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party(ies) that it no longer is confidential.

**22.1.3 Release of Confidential Information.** A Party shall not release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or are considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this LGIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

**22.1.4 Rights.** Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party(ies). The disclosure by each Party to the other Party(ies) of Confidential Information shall not be deemed a waiver by a Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

**22.1.5 No Warranties.** By providing Confidential Information, a Party does not make any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, a Party does not obligate itself to provide any particular information or Confidential Information to the other Party(ies) nor to enter into any further agreements or proceed with any other relationship or joint venture.

**22.1.6 Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party(ies) under this LGIA or its regulatory requirements.

**22.1.7 Order of Disclosure.** If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party(ies) with prompt notice of such request(s) or requirement(s) so that the other Party(ies) may seek an appropriate protective order or waive compliance with the terms of this LGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

**22.1.8 Termination of Agreement.** Upon termination of this LGIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Party(ies), use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party(ies)) or return to the other Party(ies), without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party(ies).

**22.1.9 Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's(ies') Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Party(ies) shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Parties shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

**22.1.10 Disclosure to the Commission, its Staff, or a State.** Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR. section 1b.20, if the Commission or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this LGIA, the Party shall provide the requested information to the Commission or its staff, within the time provided for in the request for information. In providing the information to the Commission or its staff, the Party must, consistent with 18 CFR section 388.112, request that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) to this LGIA prior

to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Party(ies) to the LGIA when it is notified by the Commission or its staff that a request to release Confidential Information has been received by the Commission, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

**22.1.11** Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this LGIA ("Confidential Information") shall not be disclosed by the other Party(ies) to any person not employed or retained by the other Party(ies), except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party(ies), such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this LGIA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party(ies) in writing of the information it claims is confidential. Prior to any disclosures of the other Parties' Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party(ies) in writing and agrees to assert confidentiality and cooperate with the other Party(ies) in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

## ARTICLE 23. ENVIRONMENTAL RELEASES

**23.1** Each Party shall notify the other Party(ies), first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation

activities related to the Large Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party(ies). The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four (24) hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party(ies) copies of any publicly available reports filed with any Governmental Authorities addressing such events.

## ARTICLE 24. INFORMATION REQUIREMENTS

**24.1 Information Acquisition.** Subject to any applicable confidentiality restrictions, including, but not limited to, codes of conduct, each Party shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.

**24.2 Information Submission by System Operator and Interconnecting Transmission Owner.** The initial information submission by System Operator and Interconnecting Transmission Owner shall occur no later than one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date and shall include information necessary to allow the Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise mutually agreed to by the Parties. On a monthly basis Interconnecting Transmission Owner shall provide Interconnection Customer a status report on the construction and installation of Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

**24.3 Updated Information Submission by Interconnection Customer.** The updated information submission by the Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date. Interconnection Customer shall submit a completed copy of the Large Generating Facility data

requirements contained in Appendix 1 to the LGIP. It shall also include any additional information provided to Interconnecting Transmission Owner and System Operator for the Interconnection Feasibility Study, Interconnection System Impact Study and Interconnection Facilities Study. Information in this submission shall be the most current Large Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Interconnecting Transmission Owner and System Operator standard models. If there is no compatible model, the Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If the Interconnection Customer's data is different from what was originally provided to Interconnecting Transmission Owner pursuant to the Interconnection Study Agreement between Interconnecting Transmission Owner and Interconnection Customer, then the System Operator will review it and conduct appropriate studies, as needed, at the Interconnection Customer's cost, to determine the impact on the New England Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

**24.4 Information Supplementation.** Prior to the Commercial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Large Generating Facility information and "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Large Generating Facility as required by Good Utility Practice such as an open circuit "step voltage" test on the Large Generating Facility to verify proper operation of the Large Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Large Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Large Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Large Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that

mirror the response of the Large Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Large Generating Facility terminal or field voltages is provided. Large Generating Facility testing shall be conducted and results provided to the Interconnecting Transmission Owner for each individual generating unit in a station.

The Interconnection Customer shall provide the Interconnecting Transmission Owner and System Operator with any information changes due to proposed equipment replacement, repair, or adjustment. Interconnecting Transmission Owner shall provide the Interconnection Customer and System Operator with any information changes due to proposed equipment replacement, repair or adjustment in the directly connected substation or any adjacent Interconnecting Transmission Owner-owned substation that may affect the Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information in accordance with Article 5.19 of this Agreement.

## ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS

**25.1 Information Access.** Each Party (the "disclosing Party") shall make available to the other Parties information that is in the possession of the disclosing Party and is necessary in order for the other Party(ies) to: (i) verify the costs incurred by the disclosing Party for which the other Party(ies) are responsible under this LGIA; and (ii) carry out its obligations and responsibilities under this LGIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this LGIA.

**25.2 Reporting of Non-Force Majeure Events.** Each Party (the "notifying Party") shall notify the other Party(ies) when the notifying Party becomes aware of its inability to comply with the provisions of this LGIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing,

notification, cooperation or information provided under this Article shall not entitle the Party receiving such notification to allege a cause for anticipatory Breach of this LGIA.

**25.3 Audit Rights.** Subject to the requirements of confidentiality under Article 22 of this LGIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party(ies), to audit at its own expense the other Party's(ies') accounts and records pertaining to a Party's performance or a Party's satisfaction of obligations under this LGIA. Such audit rights shall include audits of the other Party's(ies') costs, calculation of invoiced amounts, the efforts to allocate responsibility for the provision of reactive support to the New England Transmission System, the efforts to allocate responsibility for interruption or reduction of generation on the New England Transmission System, and each Party's actions in an Emergency Condition. Any audit authorized by this Article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this LGIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

**25.4 Audit Rights Periods.**

**25.4.1 Audit Rights Period for Construction-Related Accounts and Records.** Accounts and records related to the design, engineering, procurement, and construction of Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four (24) months following Interconnecting Transmission Owner's issuance of a final invoice in accordance with Article 12.2.

**25.4.2 Audit Rights Period for All Other Accounts and Records.** Accounts and records related to a Party's performance or satisfaction of all obligations under this LGIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four (24) months after the auditing Party's receipt of an invoice giving rise to such cost obligations;

and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four (24) months after the event for which the audit is sought.

**25.5 Audit Results.** If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party(ies) together with those records from the audit which support such determination.

## ARTICLE 26. SUBCONTRACTORS

**26.1 General.** Nothing in this LGIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this LGIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this LGIA in providing such services and each Party shall remain primarily liable to the other Party(ies) for the performance of such subcontractor.

**26.2 Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this LGIA. The hiring Party shall be fully responsible to the other Party(ies) for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under Article 5 of this LGIA. Any applicable obligation imposed by this LGIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

**26.3 No Limitation by Insurance.** The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

## ARTICLE 27. DISPUTES

**27.1 Submission.** In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with this LGIA or its performance, such Party (the "disputing Party") shall provide

the other Party(ies) with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party(ies). In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's(ies') receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this LGIA.

**27.2 External Arbitration Procedures.** Any arbitration initiated under this LGIA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The arbitrator so chosen by the System Operator shall chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable Commission regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail

**27.3 Arbitration Decisions.** Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this LGIA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction.

The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

**27.4 Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel; or (2) a pro rata share of the cost of a single arbitrator chosen by the Parties.

## ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS

**28.1 General.** Each Party makes the following representations, warranties and covenants:

**28.1.1 Good Standing.** Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Large Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this LGIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this LGIA.

**28.1.2 Authority.** Such Party has the right, power and authority to enter into this LGIA, to become a Party hereto and to perform its obligations hereunder. This LGIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

**28.1.3 No Conflict.** The execution, delivery and performance of this LGIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

**28.1.4 Consent and Approval.** Such Party has sought or obtained, or, in accordance with this LGIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this LGIA, and it will provide to any Governmental Authority notice of any actions under this LGIA that are required by Applicable Laws and Regulations.

## ARTICLE 29. [OMITTED]

## ARTICLE 30. MISCELLANEOUS

**30.1 Binding Effect.** This LGIA and the rights and obligations hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

**30.2 Conflicts.** In the event of a conflict between the body of this LGIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this LGIA shall prevail and be deemed the final intent of the Parties.

**30.3 Rules of Interpretation.** This LGIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this LGIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this LGIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any

Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this LGIA or such Appendix of this LGIA, or such Section of the LGIP or such Appendix of the LGIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this LGIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

**30.4 Entire Agreement.** Except for the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, this LGIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this LGIA. Except for the ISO New England Operating Documents, Applicable Reliability Standards, any applicable tariffs, related facilities agreements, or successor documents, there are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this LGIA.

**30.5 No Third Party Beneficiaries.** This LGIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

**30.6 Waiver.** The failure of a Party to this LGIA to insist, on any occasion, upon strict performance of any provision of this LGIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by a Party of its rights with respect to this LGIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this LGIA. Termination or Default of this LGIA for any reason by the Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Interconnecting Transmission Owner. Any waiver of this LGIA shall, if requested, be provided in writing.

**30.7 Headings.** The descriptive headings of the various Articles of this LGIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this LGIA.

**30.8 Multiple Counterparts.** This LGIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

**30.9 Amendment.** The Parties may by mutual agreement amend this LGIA by a written instrument duly executed by the Parties.

**30.10 Modification by the Parties.** The Parties may by mutual agreement amend the Appendices to this LGIA by a written instrument duly executed by all of the Parties. Such amendment shall become effective and a part of this LGIA upon satisfaction of all Applicable Laws and Regulations.

**30.11 Reservation of Rights.** Consistent with Section 11.3 of the LGIP, Interconnecting Transmission Owner and System Operator shall have the right to make unilateral filings with the Commission to modify this LGIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this LGIA pursuant

to section 206 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Parties and to participate fully in any proceeding before the Commission in which such modifications may be considered. In the event of disagreement on terms and conditions of the LGIA related to the costs of upgrades to such Interconnecting Transmission Owner's transmission facilities, the anticipated schedule for the construction of such upgrades, any financial obligations of Interconnecting Transmission Owner, and any provisions related to physical impacts of the interconnection on Interconnecting Transmission Owner's transmission facilities or other assets, then the standard applicable under Section 205 of the Federal Power Act shall apply only to Interconnecting Transmission Owner's position on such terms and conditions. Nothing in this LGIA shall limit the rights of the Parties or of the Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

**30.12 No Partnership.** This LGIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

**IN WITNESS WHEREOF**, the Parties have executed this LGIA in triplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

**ISO New England Inc. (System Operator)**

By:

Title:

Date:

**[*Insert Name of*] (Interconnecting Transmission Owner)**

By:

Title:

Date:

**[*Insert name of*] (Interconnection Customer)**

By:

Title:

Date:

**APPENDICES TO LGIA**

| | |
|---|---|
| Appendix A | Interconnection Facilities, Network Upgrades and Distribution Upgrades |
| Appendix B | Milestones |
| Appendix C | Interconnection Details |
| Appendix D | Security Arrangements Details |
| Appendix E | Commercial Operation Date |
| Appendix F | Addresses for Delivery of Notices and Billings |
| Appendix G | Interconnection Requirements for a Wind Generating Plant |

## APPENDIX A TO LGIA

### Interconnection Facilities, Network Upgrades and Distribution Upgrades

**1. Interconnection Facilities**:

a. **Point of Interconnection and Point of Change of Ownership**. The Point of Interconnection shall be at the point where [*insert description of location*]. See Appendix A-[*insert*], which drawing is attached hereto and made part hereof.

The Point of Change of Ownership shall be at the point where *[insert description of location]*. See Appendix A – [*insert*], which drawing is attached hereto and made part hereof.

If not located at the Point of Interconnection, the metering point(s) shall be located at: [*insert location*].

b. **Interconnection Customer's Interconnection Facilities (including metering equipment)**. The Interconnection Customer shall construct [*insert Interconnection Customer's Interconnection Facilities*]. See Appendix A-[*insert*].

c. **Interconnecting Transmission Owner's Interconnection Facilities (including metering equipment)**. The Interconnecting Transmission Owner shall construct [*insert Interconnecting Transmission Owner's Interconnection Facilities, including any Cluster Enabling Transmission Upgrades*]. See Appendix –[*insert*].

**2. Network Upgrades**:

a. **Stand Alone Network Upgrades**. [*insert Stand Alone Network Upgrades*].

b. **Other Network Upgrades**. [*insert Other Network Upgrades, including any Cluster Enabling Transmission Upgrades*].

**3. Distribution Upgrades**. [*insert Distribution Upgrades*]

**4. Affected System Upgrades**. [*insert Affected System Upgrades*]

**5. Long Lead Facility-Related Upgrades. ~~Contingency Upgrades List:~~**

~~**a. Long Lead Facility-Related Upgrades.**~~ The Interconnection Customer's Large Generating Facility is associated with a Long Lead Facility, in accordance with Section 3.2.3 of the LGIP. Pursuant to Section 4.1 of the LGIP, the Interconnection Customer shall be responsible for the following upgrades in the event that the Long Lead Facility achieves Commercial Operation and obtains a Capacity Supply Obligation in accordance with Section III.13.1 of the Tariff:

[*insert list of upgrades*]

If the Interconnection Customer fails to cause these upgrades to be in-service prior to the commencement of the Long Lead Facility's Capacity Commitment Period, the Interconnection Customer shall be deemed to be in Breach of this LGIA in accordance with Article 17.1, and the System Operator will initiate all necessary steps to terminate this LGIA, in accordance with Article 2.3.

**6. Contingent Facilities**: [*insert list of Contingent Facilities*]

~~**b. Other Contingency Upgrades**. [*e.g.*, list of upgrades associated with higher queued Interconnection Requests with LGIAs prior to this LGIA and any other contingency upgrades that the Parties may deem necessary for the interconnection of the Large Generating Facility.]~~

**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 LGIA**

**Milestones**

1. **Selected Option Pursuant to Article 5.1:** Interconnection Customer selects the [*insert*]. Options as described in Articles 5.1.[*insert*], 5.1.[*insert*], and 5.1.[*insert* ] shall not apply to this LGIA.

2. **Milestones and Other Requirements for all Large Generating Facilities:** The description and entries listed in the following table establish the required Milestones in accordance with the provisions of the LGIP and this LGIA. The referenced section of the LGIP or article of the LGIA should be reviewed by each Party to understand the requirements of each milestone.

| Item No. | Milestone Description | Responsible Party | Date | LGIP/LGIA Reference |
|---|---|---|---|---|
| 1 | Provide evidence of continued Site Control to System Operator, or $250,000 non-refundable deposit to Interconnecting Transmission Owner | Interconnection Customer | Within 15 BD of final LGIA receipt | § 11.3.1.1 of LGIP |
| 2 | Provide evidence of one or more milestones specified in § 11.3 of LGIP | Interconnection Customer | Within 15 BD of final LGIA receipt | § 11.3.1.2 of LGIP |
| 3 | Commit to a schedule for payment of upgrades | Interconnection Customer | Within 15 BD of final LGIA receipt | § 11.3.1.2 of LGIP |
| 4 | Provide either (1) evidence of Major Permits or (2) refundable deposit to Interconnecting Transmission Owner | Interconnection Customer | If (1) Within 15 BD of final LGIA receipt or if (2) At time of LGIA execution | § 11.3.1.2 of LGIP |

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| 5 | Provide certificate of insurance | Interconnection Customer and Interconnecting Transmission Owner | Within 10 Calendar Days of execution of LGIA | § 18.3.9 of LGIA |
| 6 | Provide siting approval for Generating Facility and Interconnection Facilities to Interconnecting Transmission Owner | Interconnection Customer | As may be agreed to by the Parties | § 7.5 of LGIP |
| 7A | Receive Governmental Authority approval for any facilities requiring regulatory approval | Interconnection Customer and/or Interconnecting Transmission Owner | If needed, as may be agreed to by the Parties | § 5.6.1 of LGIA |
| 7B | Obtain necessary real property rights and rights-of-way for the construction of a discrete aspect of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades | Interconnection Customer and/or Interconnecting Transmission Owner | If needed, as may be agreed to by the Parties | § 5.6.2 of LGIA |
| 7C | Provide to Interconnecting Transmission Owner written authorization to proceed with design, equipment procurement and construction | Interconnection Customer | As may be agreed to by the Parties | § 5.5.2 and § 5.6.3 of LGIA |
| 7D | Provide System Operator | Interconnection | As may be agreed | § 5.2 of LGIA |

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| | evidence of proceeding with design, equipment procurement, and construction | Customer | to by the Parties | |
| ~~7D~~7E | Provide quarterly written progress reports | Interconnection Customer and Interconnecting Transmission Owner | 15 Calendar Days after the end of each quarter beginning the quarter that includes the date for Milestone 7C and ending when the entire Large Generating Facility and all required Interconnection Facilities and Network Upgrades are in place | § 5.7 of LGIA |
| 8 | Provision of Security to Interconnecting Transmission Owner pursuant to Section 11.5 of LGIA | Interconnection Customer | At least 30 Calendar Days prior to design, procurement and construction | §§ 5.5.3 and 5.6.4 of LGIA |
| 9 | Provision of Security Associated with Tax Liability to Interconnecting Transmission Owner pursuant to Section 5.17.3 of | Interconnection Customer | As may be agreed to by the Parties | § 5.17.3 of LGIA |

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| | LGIA | | | |
| 10A | Commit to the ordering of long lead time material for Interconnection Facilities and Network Upgrades | Interconnection Customer | As may be agreed to by the Parties | § 7.5 of LGIP |
| 10B | Commit to ordering of long lead time material for Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to be constructed by Interconnection Customer | Interconnection Customer | As may be agreed to by the Parties | § 5.2 of LGIA |
| 11A | Provide initial design, engineering and specification for Interconnection Customer's Interconnection Facilities to Interconnecting Transmission Owner | Interconnection Customer | 180 Calendar Days prior to Initial Synchronization Date | § 5.10.1- of LGIA<br>§ 7.5 of LGIP |
| 11B | Provide comments on initial design, engineering and specification for Interconnection Customer's Interconnection Facilities | Interconnecting Transmission Owner | Within 30 Calendar Days of receipt | § 5.10.1 of LGIA<br>§ 7.5 of LGIP |
| 11C | Provide to Interconnecting Transmission Owner initial design, engineering and specification for Interconnecting Transmission Owner's | Interconnection Customer | As may be agreed to by the Parties | § 5.2 LGIA |

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| | Interconnection Facilities and Stand Alone Network Upgrades to be constructed by the Interconnection Customer | | | |
| 11D | Provide to Interconnection Customer comments on initial design, engineering and specification for Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to be constructed by the Interconnection Customer | Interconnecting Transmission Owner | As may be agreed to by the Parties | § 5.2 of LGIA |
| 12A | Provide final design, engineering and specification for Interconnection Customer's Interconnection Facilities to Interconnecting Transmission Owner | Interconnection Customer | 90 Calendar Days prior to Initial Synchronization Date | § 5.10.1 of LGIA<br>§ 7.5 of LGIP |
| 12B | Provide comments on final design, engineering and specification for Interconnection Customer's Interconnection Facilities | Interconnecting Transmission Owner | Within 30 Calendar Days of receipt | § 5.10.1 of LGIA<br>§ 7.5 of LGIP |
| 12C | Provide to Interconnecting Transmission Owner final design, engineering and | Interconnection Customer | As may be agreed to by the Parties | § 5.2 of LGIA |

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| | specification for Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to be constructed by the Interconnection Customer | | | |
| 12D | Provide to Interconnection Customer comments on final design, engineering and specification of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to be constructed by the Interconnection Customer | Interconnecting Transmission Owner | As may be agreed to by the Parties | § 5.2 of LGIA |
| 13A | Deliver to Interconnecting Transmission Owner "as built" drawings, information and documents regarding Interconnection Customer's Interconnection Facilities | Interconnection Customer | Within 120 Calendar Days of Commercial Operation date | § 5.10.3 of LGIA |
| 13B | Deliver to Interconnecting Transmission Owner "as built" drawings, information and documents regarding Interconnecting | Interconnection Customer | As may be agreed to by the Parties | § 5.2 of LGIA |

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| | Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to be constructed by the Interconnection Customer | | | |
| 14 | Provide protective relay settings to Interconnecting Transmission Owner for coordination and verification | Interconnection Customer | At least 90 Calendar Days prior to Initial Synchronization Date | §§ 5.10.1 of LGIA |
| 15A | Commencement of construction of Interconnection Facilities | Interconnecting Transmission Owner | As may be agreed to by the Parties | § 5.6 of LGIA |
| 15B | Commencement of construction of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to be constructed by the Interconnection Customer | Interconnection Customer | As may be agreed to by the Parties | § 5.2 of LGIA |
| 16 | Submit updated data "as purchased" | Interconnection Customer | No later than 180 Calendar Days prior to Initial Synchronization Date | § 24.3 of LGIA |
| 17 | In Service Date | Interconnection Customer | Same as Interconnection | § 3.43.1 and 4.4.5 of LGIP, § 5.1 of |

| | | | | |
|---|---|---|---|---|
| | | | Request unless subsequently modified | LGIA |
| 18 | Initial Synchronization Date | Interconnection Customer | Same as Interconnection Request unless subsequently modified | § 3.~~3~~4.1, 4.4.4, 4.4.5, and 7.5 of LGIP |
| 19 | Submit supplemental and/or updated data – "as built/as-tested" | Interconnection Customer | Prior to Commercial Operation Date | § 24.4 of LGIA |
| 20 | Commercial Operation Date | Interconnection Customer | Same as Interconnection Request unless subsequently modified | § 3.~~3~~4.1, 4.4.4, 4.4.5, and 7.5 of LGIP |
| 21A | Deliver to Interconnection Customer "as built" drawings, information and documents regarding Interconnecting Transmission Owner's Interconnection Facilities | Interconnecting Transmission Owner | If requested, within 120 Calendar Days after Commercial Operation Date | § 5.11 of LGIA |
| 21B | Deliver to Interconnecting Transmission Owner "as built" drawings, information and documents regarding Interconnecting Transmission Owner's Interconnection Facilities | Interconnection Customer | As may be agreed to by the Parties | § 5.2 of LGIA |

| | | | | |
|---|---|---|---|---|
| | and Stand Alone Network Upgrades to be constructed by the Interconnection Customer | | | |
| 21C | Approve and accept for operation and maintenance the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to be constructed by the Interconnection Customer | Interconnecting Transmission Owner | As may be agreed to by the Parties | § 5.2 of LGIA |
| 22 | Provide Interconnection Customer final cost invoices | Interconnecting Transmission Owner | Within 6 months of completion of construction of Interconnecting Transmission Owner Interconnection Facilities and Network Upgrades | § 12.2 of LGIA |
| 23 | Transfer control of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Interconnecting Transmission Owner to be constructed by the | Interconnection Customer | Prior to In-Service Date | § 5.2 of LGIA |

| | | | | |
|---|---|---|---|---|
| | Interconnection Customer | | | |
| 24 | Transfer ownership of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Interconnecting Transmission Owner to be constructed by the Interconnection Customer | Interconnection Customer | Prior to In-Service Date | § 5.2 of LGIA |

3. **Milestones Applicable Solely for CNR Interconnection Service and Long Lead Facility Treatment.** In addition to the Milestones above, the following Milestones apply to Interconnection Customers requesting CNR Interconnection Service and/or Long Lead Facility Treatment:

| Item No. | Milestone Description | Responsible Party | Date | LGIP/LGIA Reference |
|---|---|---|---|---|
| 1 | If Long Lead Facility, all dates by which Critical Path Schedule upgrades will be submitted to System Operator (end date for New Capacity Show of Interest Submission) | Interconnection Customer | | § 3.2.3 of LGIP |
| 2 | If Long Lead Facility, dates by which Long Lead Facility Deposits will be provided to System Operator (each deadline for which New Generating Capacity Resource would be required to | Interconnection Customer | | § 3.2.3 of LGIP |

| | | | | |
|---|---|---|---|---|
| | provide financial assurance under § III.13.1.9 of the Tariff) | | | |
| 3 | If Long Lead Facility, Capacity Commitment Period (not to exceed the Commercial Operation Date) | Interconnection Customer | | § 1 and 3.2 of LGIP |
| 4 | Submit necessary requests for participation in the Forward Capacity Auction associated with the Generating Facility's requested Commercial Operation Date, in accordance with Section III.13 of the Tariff | Interconnection Customer | | § 3.2.1.3 of LGIP |
| 5 | Participate in a CNR Group Study | Interconnection Customer | | § 3.2.1.3 of LGIP |
| 6 | Qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff | Interconnection Customer | | § 3.2.1.3 of LGIP |
| 7 | Complete a re-study of the applicable Interconnection Study to determine the cost responsibility for facilities and upgrades necessary to accommodate the Interconnection Request based on the results of the Forward Capacity Auction or Reconfiguration Auction or bilateral transaction through which the Interconnection Customer received a Capacity Supply Obligation | System Operator | | § 3.2.1.3 of LGIP |

## APPENDIX C TO LGIA

### Interconnection Details

**1. Description of Interconnection**:

Interconnection Customer shall install a [*insert*] MW facility, rated at [*insert*]MW gross and [*insert*] MW net, with all studies performed at or below these outputs. The Generating Facility is comprised of [*insert*] units in a [*insert description of facility type - combined cycle, wind farm, etc*.] rated at: [*insert*] MW each, and will located at [*insert location*].

The Large Generating Facility shall receive:

Network Resource Interconnection Service for the NR Capability at a level not to exceed [*insert gross and net*] MW for Summer, and [*insert gross and net*] MW for Winter.

Capacity Network Resource Interconnection Service for: (i) the NR Capability at a level not to exceed [*insert gross and net at or above 50 degrees F*] MW for Summer and [*insert gross and net at or above 0 degrees F*] MW for Winter; and (ii) the CNR Capability at [*insert net*] MW for Summer and [*insert net*] MW for Winter, which shall not exceed [*insert the maximum net MW electrical output of the Generating Facility at an ambient temperature at or above 90 degrees F for summer and at or above 20 degrees F for winter*.]

**2. Detailed Description of Generating Facility and Generator Step-Up Transformer, if applicable**:

| **Generator Data** | |
|---|---|
| Number of Generators | |
| Manufacturer | |

| | |
|---|---|
| Model | |
| Designation of Generator(s) | |
| Excitation System Manufacturer | |
| Excitation System Model | |
| Voltage Regulator Manufacturer | |
| Voltage Regulator Model | |
| **Generator Ratings** | |
| Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 90 Degrees F | |
| Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 50 Degrees F | |
| Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 20 Degrees F | |
| Greatest Unit Gross and Net MW Output at Ambient Temperature at or above zero Degrees F | |
| Station Service Load For Each Unit | |
| Overexcited Reactive Power at Rated MVA and Rated Power Factor | |
| Underexcited Reactive Power at Rated MVA and Rated Power Factor | |
| **Generator Short Circuit and Stability Data** | |
| Generator MVA rating | |
| Generator AC Resistance | |
| Subtransient Reactance (saturated) | |
| Subtransient Reactance (unsaturated) | |
| Transient Reactance (saturated) | |
| | |

| | |
|---|---|
| Negative sequence reactance | |
| **Transformer Data** | |
| Number of units | |
| Self Cooled Rating | |
| Maximum Rating | |
| Winding Connection (LV/LV/HV) | |
| Fixed Taps | |
| Z1 primary to secondary at self cooled rating | |
| Z1 primary to tertiary at self cooled rating | |
| Z1 secondary to tertiary at self cooled rating | |
| Positive Sequence X/R ratio primary to secondary | |
| Z0 primary to secondary at self cooled rating | |
| Z0 primary to tertiary at self cooled rating | |
| Z0 secondary to tertiary at self cooled rating | |
| Zero Sequence X/R ratio primary to tertiary | |

**3. Meteorological and Forced Outage Data Requirements for a Generating Facility that is an Intermittent Power Resource:**

An Interconnection Customer whose Generating Facility is an Intermittent Power Resource having wind as the energy resource (referred to herein as "Wind Plant") will be required to provide the following meteorological and forced outage data to the System Operator in the manner specified in the ISO New England Operating Documents. Capitalized terms in this Appendix C.3 that are not defined in Section 1 of the Agreement shall have the meanings specified in the ISO New England Operating Documents.

**A. Static Plant Data**

Below are the static plant data requirements that describe the physical layout of the Wind Plant and any associated meteorological equipment as well as data relevant to the design and operation of the Wind Plant. The static plant data must be supplied to the System Operator in the manner specified in the ISO

New England Operating Documents. The Interconnection Customer must keep the static plant data current and must inform the System Operator of any proposed datapoints changes.

1) Wind Plant:

a) Wind Turbine tower center coordinates (i.e., latitude and longitude in WGS84 DD-MM-SS.SS using GPS WAAS, or comparable, methodology) and ground elevation of turbines (in meters, to one decimal place).

b) Number of turbines.

c) Turbine model(s) including IEC wind class.

d) Density dependent turbine nominal power curves for each type of turbine in the plant for standard test conditions (e.g., air density equaling 1.225 kg/m^3) and for three additional values of density (for which the density values must be supplied): one power curve for normal operation at the long-term average density expected for the plant and one power curve each for normal operation at approximately 85% (+/-10%) and approximately 115% (+/-10%), respectively of the expected long-term average Wind Plant air density.

e) Hub height(s) (in meters to one decimal place).

f) Maximum plant nameplate capacity (in MW to two decimal places).

g) Cut-in wind speed(s) and time constants (if any, e.g., wind speed must be above 3.4 m/s for at least 5 minutes, etc.).

h) Cut-out wind speed(s) and time constants (if any).

i) Cut back in wind speed(s) and time constants (if any).

j) Cold temperature cutoff threshold(s) (in Degrees C to one decimal place).

k) High temperature cutoff threshold(s) (in Degrees C to one decimal place).

l) Any cold weather operation packages and their effects on wind turbine operational envelope (e.g. blade and/or gearbox heaters, etc. that extends cold temperature cut-out to below xx degrees, etc.).

m) Wind turbine icing behavior:

i. Triggers for icing related shutdowns (e.g., temperatures, relative humidities, out-of-balance conditions, etc.).

ii. Triggers for release from icing related shutdowns (e.g., manual reset, temperatures, hysteresis, etc.).

n) For all plant wind speed and direction measuring devices (i.e., nacelle-level wind measuring devices):

i. Equipment type (i.e., model specifications and operating principle e.g. make and model type, measurement heights) and calibration curves and/or reports.
ii. Dimensions and/or site plan of any nearby potential obstructions that would substantially reduce the quality of the data and the mitigation measures employed (e.g., diagram of location with respect to the nacelle and rotor).
o) Descriptions of any permitting or administrative restrictions such as requirements to reduce or to cease power production during certain hours or during certain events or wind conditions.
p) For model training purposes, any available historical information required by the wind power forecaster regarding plant power output, plant meteorological conditions, and conditions that may have caused power output to be below theoretical maximum power output given the experienced wind speeds may also be required to be provided.

2) Met gathering station(s):
a. Center of structure(s) coordinates (using the same method listed above for turbine in the Wind Plant) and ground elevation of met station(s).
b. Equipment type (i.e., model specifications and operating principle e.g. make and model type, measurement heights).
c. Dimensions and/or site plan of any nearby potential obstructions that would substantially reduce the quality of the data (e.g., met-tower dimensions and profile) and the mitigation measures employed (e.g. mounting arm dimensions and orientations).

**B. Real-Time Data**

Below are the real-time operational and meteorological data requirements for Wind Plant operators that must be provided to the System Operator. The real-time operational and meteorological data must be electronically and automatically transmitted to the System Operator over a secure network using the protocol specified in the ISO New England Operating Documents. This information is required with a high degree of accuracy and reliability.

1) Availability:

The Wind Plant operator's real-time data transfer process and data gathering equipment shall be designated to operate at all times.

2) Required Data:

a) At a minimum, nacelle-level wind speed and wind direction measurements must be provided from the highest wind turbine (i.e., wind turbine hub elevation in terms of elevation above mean sea level) and a minimum of one wind turbine at the maximal value of each of the four true cardinal directions (i.e., the farthest true North, South, East, and West) in each Wind Turbine Group within the plant. Additionally, the wind turbine nearest the capacity-weighted centroid of the Wind Plant must also report wind speeds and directions. If any wind turbine within a Wind Turbine Group satisfies more than one of these conditions then it may be used to fulfill all conditions that it satisfies (e.g., if the highest wind turbine in a Wind Turbine Group is also the farthest North and the farthest East, it may be used to supply data for all three of these categories). Where more than one turbine satisfies these conditions, preference should be given to those turbines that will be least affected by Wind Plant wake effect from the prevailing wind direction(s). Finally, where a Wind Turbine Group contains 10 or less wind turbines only the nacelle-level data from the highest wind turbine nacelle is required. The locations of wind turbines with nacelle-level equipment providing data must be referenced to the Static Plant Data supplied locations.

b) Ambient temperature, air pressure and relative humidity must be measured, at a minimum, at one location within the plant (preferably as near to the capacity-weighted centroid of the Wind Plant as possible) whose height above ground may be in the range of 2 m to 10 m (or up to 30 m above mean sea level for offshore Wind Plants) and the measurement height above ground (or mean sea level for offshore Wind Plants) must be stated to within 10 cm.

3) Frequency

Minimum frequencies of the real-time data Wind Plant operators must provide are specified in the ISO New England Operating Documents.

**C. Outage Coordination**

Wind Plants shall submit daily outages in advance to perform routine maintenance work, which in many cases may have no effect on their overall MW capability. Therefore:

1) All Wind Plants must submit Wind Plant Future Availability to the System Operator.
2) If the Wind Plant does not have a Capacity Supply Obligation in accordance with Market Rule 1, Section III of the Tariff, and is not a Qualified Generator Reactive Resource, only Wind Plant Future Availability must be reported to the System Operator.
3) Any Wind Plant that does have a Capacity Supply Obligation in accordance with Market Rule 1, Section III of the Tariff, or that is a Qualified Generator Reactive Resource, must report Wind Plant Future Availability, and also submit an outage request to the System Operator only when the outage will derate the plant to the point that the available nameplate is less than its Capacity Supply Obligation and/or Qualified VARs.

**4. Other Description of Interconnection Plan and Facilities**:

[*Insert any other description relating to the Generating Facility, including, but not limited to switchyard, protection equipment, step-up transformer to the extent not described in Appendix A.*]

## APPENDIX D TO LGIA

### Security Arrangements Details

Infrastructure security of the New England Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day New England Transmission System reliability and operational security. The Commission will expect System Operator, Interconnecting Transmission Owners, market participants, and Interconnection Customers interconnected to the New England Transmission System to comply with the recommendations offered by the Critical Infrastructure Protection Committee and, eventually, best practice recommendations from NERC. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

## APPENDIX E TO LGIA

### Commercial Operation Date

This Appendix E is a part of the LGIA between System Operator Interconnecting, Transmission Owner and Interconnection Customer.

[*Date*]

[*Interconnecting Transmission Owner; Address*]
[to be supplied]

Generator Interconnections
Transmission Planning Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

Re: _____ Large Generating Facility

Dear _____:

On [Date] [Interconnection Customer] has completed Trial Operation of Unit No. ___. This letter confirms that [Interconnection Customer] commenced commercial operation of Unit No. ___ at the Large Generating Facility, effective as of [Date plus one day].

Thank you.

[*Signature*]
[*Interconnection Customer Representative*]

## APPENDIX F TO LGIA

**Addresses for Delivery of Notices and Billings Notices**:

System Operator:

Generator Interconnections
Transmission Planning Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

With copy to:
Billing Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

Interconnecting Transmission Owner:

*[To be supplied.]*

Interconnection Customer:

[*To be supplied*.]

**Billings and Payments**:

System Operator:

Generator Interconnections
Transmission Planning Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

With copy to:
Billing Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

Interconnecting Transmission Owner:

[*To be supplied.*]

Interconnection Customer:

[*To be supplied.*]

**Alternative Forms of Delivery of Notices (telephone, facsimile or email)**:

System Operator:

Facsimile: (413) 540-4203
E-mail: geninterconn@iso-ne.com

With copy to:
Facsimile: (413) 535-4024

E-mail: billingdept@iso-ne.com

Interconnecting Transmission Owner:

[*To be supplied.*]

Interconnection Customer:

[*To be supplied.*]

DUNS Numbers:

Interconnection Customer:  [To be supplied]

Interconnecting Transmission Owner:  [To be supplied]

## APPENDIX G TO LGIA

### Interconnection Requirements For A Wind and Inverter-Based Generating Facilities

Appendix G sets forth requirements and provisions specific to wind and inverter-based Generating Facilities. All other requirements of this LGIA continue to apply to wind and inverter-based Generating Facility interconnections.

**A. Technical Standards Applicable to Wind and Inverter-Based Generating Facility**

**i. Low Voltage Ride-Through (LVRT) Capability**

Wind and inverter-based Generating Facilities shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the standard below. The LVRT standard provides for a transition period standard and a post-transition period standard.

**Transition Period LVRT Standard**

The transition period standard applies to wind generating plants subject to FERC Order 661 that have either: (i) interconnection agreements signed and filed with the Commission, filed with the Commission in unexecuted form, or filed with the Commission as non-conforming agreements between January 1, 2006 and December 31, 2006, with a scheduled in-service date no later than December 31, 2007, or (ii) wind generating turbines subject to a wind turbine procurement contract executed prior to December 31, 2005, for delivery through 2007.

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the System Operator and Interconnecting Transmission Owner. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be 9

cycles at a voltage as low as 0.15 p.u., as measured at the high side of the wind generating plant step-up transformer (i.e. the transformer that steps the voltage up to the transmission interconnection voltage or "GSU"), after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generating plant may disconnect from the transmission system.

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU or to faults that would result in a voltage lower than 0.15 per unit on the high side of the GSU serving the facility.

3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.

4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAr Compensator, etc.) within the wind generating plant or by a combination of generator performance and additional equipment.

5. Existing individual wind generator units that are, or have been, interconnected to the network at the same location at the effective date of the Appendix G LVRT. Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual wind generator units that are replaced are required to meet the Appendix G LVRT Standard.

**Post-transition Period LVRT Standard**

All wind Generating Facilities subject to FERC Order No. 661 and not covered by the transition period described above , as well as inverter-based Generating Facilities must meet the following requirements:

1. Wind and inverter-based Generating Facilities are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9

cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind or inverter-based Generating Facility substation location, as determined by and documented by the System Operator and Interconnecting Transmission Owner. The maximum clearing time the wind or inverter-based Generating Facility shall be required to withstand for a three-phase fault shall be 9 cycles after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind or inverter-based Generating Facility may disconnect from the transmission system. Wind and inverter-based Generating Facilities shall remain interconnected during such a fault on the transmission system for a voltage level as low as zero volts, as measured at the high voltage side of the wind or inverter-based Generating Facility GSU.

2. This requirement does not apply to faults that would occur between the wind or inverter-based Generating Facility terminals and the high side of the GSU.

3. Wind and inverter-based Generating Facilities may be tripped after the fault period if this action is intended as part of a special protection system.

4. Wind and inverter-based Generating Facilities may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAr Compensator) within the wind or inverter-based Generating Facility or by a combination of generator performance and additional equipment.

5. Existing individual wind generator units that are, or have been, interconnected to the network at the same location at the effective date of the Appendix G LVRT Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual wind generator units that are replaced are required to meet the Appendix G LVRT Standard.

**ii. Power Factor Design Criteria (Reactive Power)**

1. A newly interconnecting non-synchronous Generating Facility, and any subsequent modifications thereto, for which the Interconnection System Impact Study commences after October 5, 2016 shall maintain dynamic reactive capability over the power factor range of 0.95 leading to 0.95 lagging, at continuous rated power output, measured at the high-side of the station transformer or at the Point of the Interconnection if there is no station transformer. This power factor range standard shall be dynamic and can be met using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors (provided the use of such capacitors is solely for the purpose of offsetting collector system losses and is found to meet all of the requirements specified in the Interconnection System Impact Study), or a combination of the two.
2. A wind Generating Facility, and any subsequent modifications thereto, for which the Interconnection System Impact Study commenced after April 17, 2016 but before October 5, 2016 shall maintain dynamic reactive capability over the power factor range of 0.95 leading to 0.95 lagging, at continuous rated power output, measured at the high-side of the station transformer or at the Point of Interconnection if there is no station transformer.
3. A wind Generating Facility, and any subsequent modifications thereto, for which the Interconnection System Impact Study commenced before April 17, 2016 shall maintain a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this LGIA, if the Interconnection System Impact Study shows that such a requirement is necessary to ensure safety or reliability. For a wind Generating Facility for which the Interconnection System Impact Study commences before April 17, 2016, the power factor range standard can be met by using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors if agreed to by the System Operator and Interconnecting Transmission Owner, or a combination of the two.

4. A non-wind non-synchronous Generating Facility, and any subsequent modifications thereto, for which the Interconnection System Impact Study commenced before October 5, 2016 shall meet the power factor requirements of Article 9.6.1.1 of the LGIA.
5. The Interconnection Customer shall not disable power factor equipment while the wind Generating Facility is in operation.
6. Wind Generating Facilities shall also be able to provide sufficient additional dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the Interconnection System Impact Study shows this to be required for system safety or reliability.

**iii. Supervisory Control and Data Acquisition (SCADA) Capability**

Wind and inverter-based Generating Facilities shall provide SCADA capability to transmit data and receive instructions from the System Operator and Local Control Center to protect system reliability. The System Operator, Interconnecting Transmission Owner and the wind or inverter-based Generating Facility Interconnection Customer shall determine what SCADA information is essential for the proposed wind or inverter-based Generating Facility, taking into account the size of the plant and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability in its area.

**APPENDIX 7**

**INTERCONNECTION PROCEDURES FOR WIND GENERATION**

Appendix 7 sets forth procedures specific to a wind generating plant. All other requirements of this LGIP continue to apply to wind generating plant interconnections.

## A. Special Procedures Applicable to Wind Generating Plants

The wind generating plant Interconnection Customer, in completing the Interconnection Request required by Section 3.~~3~~ 4 of this LGIP, may provide to the System Operator a set of preliminary electrical design specifications depicting the wind generating plant as a single equivalent generator. Upon satisfying these and other applicable Interconnection Request conditions, the wind generating plant may enter the queue and receive the base case data as provided for in this LGIP.

No later than six months after submitting an Interconnection Request completed in this manner, the wind generating plant Interconnection Customer must submit completed detailed electrical design specifications and other data (including collector system layout data) needed to allow the System Operator to complete the Interconnection System Impact Study.

# SCHEDULE 22

# LARGE GENERATOR INTERCONNECTION PROCEDURES

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APPENDIX 6 LARGE GENERATOR INTERCONNECTION AGREEMENT

APPENDIX 7 INTERCONNECTION PROCEDURES FOR WIND GENERATION

## SECTION I. DEFINITIONS

The definitions contained in this section are intended to apply in the context of the generator interconnection process provided for in this Schedule 22 (and its appendices). To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for purposes of generator interconnections under this Schedule 22. Capitalized terms in Schedule 22 that are not defined in this Section I shall have the meanings specified in Section I.2.2 of the Tariff.

**Administered Transmission System** shall mean the PTF, the Non-PTF, and distribution facilities that are subject to the Tariff.

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

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

**Affected Party** shall mean the entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the interconnection process.

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

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

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

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

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

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

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

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

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

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

**Capacity Capability Interconnection Standard ("CC Interconnection Standard")** shall mean the criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking

Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service, and in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resources or Elective Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

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

**Capacity Network Resource Capability ("CNR Capability")** shall mean: (i) in the case of a Generating Facility that is a New Generating Capacity Resource pursuant to Section III.13.1 of the Tariff or an Existing Generating Capacity Resource that is increasing its capability pursuant to Section III.13.1.2.2.5 of the Tariff, for Summer, the highest megawatt amount of the Capacity Supply Obligation obtained by the Generating Facility in accordance with Section III.13 of the Tariff, and, if applicable, as specified in a filing by the System Operator with the Commission in accordance with Section III.13.8.2 of the Tariff, net of any megawatt amount reductions resulting from capacity terminations or retirements (including permanent de-lists bids) in accordance with Section III.13 of the Tariff, and, for Winter, the Summer CNR Capability multiplied by the ratio of the associated Winter Qualified Capacity divided by the associated Summer Qualified Capacity, or (ii) in the case of a Generating Facility that meets the criteria under Section 5.2.3 of this LGIP, the total megawatt amount determined pursuant to the hierarchy established in Section 5.2.3, net of any megawatt amount reductions resulting from capacity terminations or retirements (including permanent de-lists bids) in accordance with Section III.13 of the Tariff. The CNR Capability shall not exceed the maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter. Where the Generating Facility includes multiple production devices, the CNR Capability shall not exceed the aggregate maximum net megawatt electrical output of the

Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter.

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

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

**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 4.2.1 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 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.

**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 a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

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

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

**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.

**Default** shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Standard Large Generator Interconnection Agreement.

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

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

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

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

**Emergency Condition** shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, Interconnecting Transmission Owner's Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating

Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Standard Large Generator Interconnection Agreement to possess black start capability.

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

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

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

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

**Generating Facility** shall mean Interconnection Customer's device for the production 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** 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 Large Generator Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator.

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

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

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

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

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

**Interconnection Facilities Study Agreement** shall mean the form of agreement contained in Appendix 4 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

**Interconnection Feasibility Study** shall mean a preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Administered Transmission System, the scope of which is described in Section 6 of the Standard Large Generator Interconnection Procedures. The Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

**Interconnection Feasibility Study Agreement** shall mean the form of agreement contained in Appendix 2 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

**Interconnection Request** shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Standard Large Generator Interconnection Procedures, in accordance with the Tariff, to: (i) interconnect a new Generating Facility to the Administered Transmission System as either a CNR or a NR; (ii) 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: (i) a retail customer interconnecting a new Generating Facility that will produce electric energy to be consumed only on the retail customer's site; (ii) a request to interconnect a new Generating Facility to a distribution facility that is subject to the Tariff if the Generating Facility will not be used to make wholesale sales of electricity in interstate commerce; or

(iii) a request to interconnect a Qualifying Facility (as defined by the Public Utility Regulatory Policies Act, as amended by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying Facility's owner intent is to sell 100% of the Qualifying Facility's output to its interconnected electric utility.

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

**Interconnection Study** shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, the Interconnection Facilities Study and the Optional Interconnection Study described in the Standard Large Generator Interconnection Procedures. Interconnection Study shall not include a CNR Group Study.

**Interconnection Study Agreement** shall mean any of the following agreements: the Interconnection Feasibility Study Agreement, the Interconnection System Impact Study Agreement, the Interconnection Facilities Study Agreement, and the Optional Interconnection Study Agreement attached to the Standard Large Generator Interconnection Procedures.

**Interconnection System Impact Study** shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of the Administered Transmission System and any other Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on Adverse System Impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Large Generator Interconnection Procedures. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the

Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

**Interconnection System Impact Study Agreement** shall mean the form of agreement contained in Appendix 3 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection System Impact Study.

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

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

**Long Lead Time Facility ("Long Lead Facility")** shall mean a Generating Facility or an Elective Transmission Upgrade with an Interconnection Request for Capacity Network Resource Interconnection Service or Capacity Network Import Interconnection Service, respectively, that has, as applicable, elected or requested long lead time treatment and met the eligibility criteria and requirements specified in Schedule 22 or Schedule 25 of Section II of the Tariff, respectively.

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

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

**Material Modification** shall mean: (i) except as expressly provided in Section 4.4.1, those modifications to the Interconnection Request, including any of the technical data provided by the Interconnection Customer in 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 a later queue priority date; (ii) a change to the design or operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected with the Administered Transmission System that may have a significant adverse effect on the reliability or operating characteristics of the New England Transmission System; (iii) a delay to the Commercial Operation Date, In-Service Date, or Initial Synchronization Date of greater than three (3) years where the reason for delay is unrelated to construction schedules or permitting which delay is beyond the Interconnection Customer's control; (iv) except as provided in Section 3.2.3.4, a withdrawal of a request for Long Lead Facility treatment; or (v) except as provided in Section 3.2.3.6, an election to participate in an earlier Forward Capacity Auction than originally anticipated.

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

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

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

**Network Resource Capability ("NR Capability")** shall mean the maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. Where the Generating Facility includes multiple energy production devices, the NR Capability shall be the aggregate maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. The NR Capability shall be equal to or greater than the CNR Capability. In the case of a Generating Facility that meets the criteria under Section 5.2.4 of this LGIP, the NR Capability shall mean the total megawatt amount determined pursuant to Section 5.2.4.

**Network Resource Interconnection Service ("NR Interconnection Service")** shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Generating Facility to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer's NR Interconnection Service shall be solely for the megawatt amount of the NR Capability requested pursuant to Section 3.1 of this LGIP. NR Interconnection Service in and of itself does not convey transmission service.

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

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

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

**Optional Interconnection Study Agreement** shall mean the form of agreement contained in Appendix 5 of the Standard Large Generator Interconnection Procedures for conducting the Optional Interconnection Study.

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

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

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

**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 Large 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, requests for transmission service and notification of requests for interconnection to other electric systems, as notified by the other electric systems, that impact the Administered Transmission System. References to a "higher-queued"

Interconnection Request shall mean one that has been received by System Operator (and placed in queue order) earlier than another Interconnection Request, which is referred to as "lower-queued."

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

**Scoping Meeting** shall mean the meeting between representatives of the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

**Site Control** shall mean documentation reasonably demonstrating: (a) that the Interconnection Customer is the owner in fee simple of the real property or holds an easement for which new interconnection is sought; (b) that the Interconnection Customer holds a valid written leasehold or other contractual interest in the real property for which new interconnection is sought; (c) that the Interconnection Customer holds a valid written option to purchase or a leasehold interest in the real property for which new interconnection is sought; (d) that the Interconnection Customer holds a duly executed written contract to purchase, acquire an easement, a license or a leasehold interest in the real property for which new interconnection is sought; or (e) that the Interconnection Customer has filed applications for required permits to site on federal or state property.

**Stand Alone Network Upgrades** shall mean Network Upgrades that are not part of an Affected System 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, and Interconnecting Transmission Owner must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Standard Large Generator Interconnection

Agreement. If the System Operator, Interconnecting Transmission Owner, and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the System Operator must provide the Interconnection Customer a written technical explanation outlining why the System Operator does not consider the Network Upgrade to be a Stand Alone Network Upgrade within 15 Business Days of its determination.

**Standard Large Generator Interconnection Agreement ("LGIA")** shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility, that is included in this Schedule 22 to the Tariff.

**Standard Large Generator Interconnection Procedures ("LGIP")** shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that are included in this Schedule 22 to the Tariff.

**Study Case** shall have the meaning specified in Sections 6.2 and 7.3 of this LGIP.

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

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

**Unused Capability** shall mean: (i) in the case of NR Interconnection Service at an existing, commercial Generating Facility, for Summer, the Summer NR Capability minus the latest Seasonal Claimed Capability for Summer as corrected to 50 degrees F, and, for Winter, the Winter NR Capability minus the latest Seasonal Claimed Capability for Winter as corrected to 0 degrees F; and (ii) in the case of CNR Interconnection Service at an existing, commercial Generating Facility, for Summer, the Summer CNR Capability minus the latest Summer Qualified Capacity, and for Winter, the Winter CNR Capability minus the latest Winter Qualified Capacity.

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

### 2.1 Application of Standard Large Generator Interconnection Procedures.

The LGIP and LGIA shall apply to Interconnection Requests pertaining to Large Generating Facilities. Except as expressly provided in the LGIP and LGIA, nothing in the LGIP or LGIA shall be construed to limit the authority or obligations that the Interconnecting Transmission Owner or System Operator, as applicable, has with regard to ISO New England Operating Documents.

### 2.2. Comparability.

The System Operator shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this LGIP. The System Operator and Interconnecting Transmission Owner will use the same Reasonable Efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Generating Facilities are owned by the Interconnecting Transmission Owner, its subsidiaries or Affiliates, or others.

### 2.3 Base Case Data.

System Operator 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 and for which a transmission expansion plan has been submitted and approved by the applicable authority and which, in the sole judgment of the System Operator, may have an impact on the Interconnection Request. The Interconnection Customer, where applicable, shall provide Base Case Data to the Interconnecting Transmission Owner and System Operator to facilitate required Interconnection Studies.

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 LGIP shall constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

**2.5 Time Requirements.**

Parties that must perform a specific obligation under a provision of the Standard Large Generator Interconnection Procedure or Standard Large Generator Interconnection Agreement within a specified

time period shall use Reasonable Efforts to complete such obligation within the applicable time period. A Party may, in the exercise of reasonable discretion and within the time period set forth by the applicable procedure or agreement, request that the relevant Party consent to a mutually agreeable alternative time schedule, such consent not to be unreasonably withheld.

## SECTION 3. INTERCONNECTION REQUESTS.

### 3.1 General.

To initiate an Interconnection Request, an Interconnection Customer must comply with all of the requirements set forth in Section 3.4.1. The Interconnection Customer shall submit a separate Interconnection Request for each site and may submit multiple Interconnection Requests for a single site. The Interconnection Customer must comply with the requirements specified in Section 3.4.1 for each Interconnection Request even when more than one request is submitted for a single site.

Within three (3) Business Days after its receipt of a valid Interconnection Request, System Operator shall submit a copy of the Interconnection Request to Interconnecting Transmission Owner.

At Interconnection Customer's option, System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, will identify alternative Point(s) of Interconnection and configurations at the Scoping Meeting to evaluate in this process and attempt to eliminate alternatives in a reasonable fashion given resources and information available. Interconnection Customer will select the definitive Point(s) of Interconnection to be studied no later than the execution of the Interconnection Feasibility Study Agreement, or the Interconnection System Impact Study Agreement if the Interconnection Customer elects not to pursue the Interconnection Feasibility Study.

System Operator shall consider requests for Interconnection Service below the Large Generating Facility capability. An Interconnection Customer that submits an Interconnection Request for Interconnection Service below the Large Generating Facility capability shall include in the Interconnection Request the proposed control technologies to restrict the Large Generating

Facility's output to the requested Interconnection Service levels. These requests for Interconnection Service shall be studied at the level of Interconnection Service requested for purposes of determining necessary Interconnection Facilities and Network Upgrades, 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 the Interconnection Customer. Interconnection Customers may be subject to additional control technologies as well as testing and validation of those technologies consistent with Article 6 of the LGIA. The necessary control technologies and protection systems shall be established in Appendix C of the executed, or requested to be filed unexecuted, LGIA.

All deposits that must be submitted to the System Operator under this LGIP 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

At the time the Interconnection Request is submitted, the Interconnection Customer must request either CNR Interconnection Service or NR Interconnection Service, as described in Sections 3.2.1 and 3.2.2 below. An Interconnection Customer that meets the requirements to obtain CNR Interconnection Service shall obtain NR Interconnection Service up to the NR Capability upon completion of all requirements for NR Interconnection Service, including all necessary upgrades. Upon completion of all requirements for the CNR Interconnection Service, the Interconnection Customer shall also receive CNR Interconnection Service for CNR Capability. An Interconnection Customer that meets the requirements to obtain NR Interconnection Service shall receive NR Interconnection Service for the Interconnection Customer's NR Capability. At the time the Interconnection Request is submitted, the Interconnection Customer may also request Long Lead Facility treatment in accordance with Section 3.2.3.

#### 3.2.1 Capacity Network Resource Interconnection Service

##### 3.2.1.1 The Product.

The System Operator must conduct the necessary studies in conjunction with the Interconnecting Transmission Owner, and with other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and the Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect the Large Generating Facility in a manner comparable to that in which CNRs are interconnected under the CC Interconnection Standard. CNR Interconnection Service allows the Interconnection Customer's Large Generating Facility to be designated as a CNR, and to participate in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the CNR Capability or as otherwise provided in the Tariff, on the same basis as existing CNRs, and to be studied as a CNR on the assumption that such a designation will occur.

**3.2.1.2 The Studies**.

All Interconnection Studies for CNR Interconnection Service shall assure that the Interconnection Customer's Large Generating Facility satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the unit. The CNR Group Study for CNR Interconnection Service shall assure that the Interconnection Customer's Large Generating Facility can be interconnected in a manner that ensures intra-zonal deliverability by avoidance of the 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 System Operator, in coordination with the Interconnecting Transmission Owner, may also study the New England Transmission System under non-peak load conditions. However, upon request by the Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain in writing to the Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

**3.2.1.3 Milestones for CNR Interconnection Service.**

In addition to the requirements set forth in this LGIP, an Interconnection Customer with an Interconnection Request for CNR Interconnection Service shall complete the following milestones prior to receiving CNR Interconnection Service for the CNR Capability, such milestones to be specified in Appendix B of the LGIA, as either completed or to be completed: (i) submit the necessary requests for

participation in the Forward Capacity Auction associated with the Generating Facility's requested Commercial Operation Date (except as modified pursuant to Sections 3.2.3 or 4.4 of this LGIP), in accordance with the provisions of Section III.13 of the Tariff; (ii) participate in a CNR Group Study for the Forward Capacity Auction associated with the requested Generating Facility's Commercial Operation Date; (iii) qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff; and (iv) complete a re-study of the applicable Interconnection Study and CNR Group Study 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 LGIA has been either executed or filed with the Commission in unexecuted form, then the last Interconnection Study completed for the Interconnection Customer under this LGIP shall be subject to re-study. The Appendices to the LGIA shall be amended (pursuant to Article 30 of the LGIA) to reflect CNR Capability and the results of the re-study.

### 3.2.2 Network Resource Interconnection Service

#### 3.2.2.1 The Product.

The System Operator must conduct the necessary studies in conjunction with the Interconnecting Transmission Owner, and with other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and the Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect the Large Generating Facility in a manner comparable to that in which Network Resources are interconnected under the NC Interconnection Standard. NR Interconnection Service allows the Interconnection

Customer's Large Generating Facility to participate in the New England Markets, in accordance with the provisions of Market Rule 1, Section III of the Tariff, up to the net NR Capability or as otherwise provided in Market Rule 1, Section III of the Tariff, on the same basis as other Network Resources. Notwithstanding the above, the portion of a Large Generating Facility that has been designated as a Network Resource interconnected under the NC Interconnection Standard cannot be a capacity resource under Section III.13 of the Tariff, except pursuant to a new Interconnection Request for CNR Interconnection Service.

**3.2.2.2 The Studies.**

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

**3.2.2.3 Milestones for NR Interconnection Service.**

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

**3.2.3 Long Lead Time Facility Treatment**

**3.2.3.1 Treatment of Long Lead Facilities.**

Long Lead Facilities receive the treatment described herein in connection with the associated request of the Interconnection Customer for CNR Interconnection Service for its Large Generating Facility or CNI Interconnection Service for its External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility. Long Lead Facility treatment provides for the Interconnection Customer's

Generating Facility or controllable Merchant Transmission Facility or Other Transmission Facility External ETU, after the completion of the Interconnection System Impact Study, to be modeled in the Base Cases for the next CNR Group Study to determine whether the Long Lead Facility would have qualified or enabled the qualification of an Import Capacity Resource to participate in the Forward Capacity Auction associated with that CNR Group Study, in accordance with Section III.13.1.2 of the Tariff, but for the Long Lead Facility's development cycle (which shall include development of required transmission upgrades). If the Long Lead Facility is deemed to qualify or have enabled an associated Import Capacity Resource to qualify, the Long Lead Facility shall be included in the re-study pursuant to Section 3.2.1.3(iv) in order to determine the facilities and upgrades that would be necessary in order to accommodate the Interconnection Request of the Long Lead Facility, and for which costs the Interconnection Customer must be responsible. In order to maintain Long Lead Facility status, the Interconnection Customer must commit to the completion of these facilities and upgrades in time to allow the Long Lead Facility to achieve its Commercial Operation Date by the start of the associated Capacity Commitment Period. In addition, the Long Lead Facility will be treated as a New Generating Capacity Resource in the case of a Generating Facility or as if an Import Capacity Resource associated with the Long Lead Facility cleared in the case of an External ETU for the sole purpose of inclusion of the Long Lead Facility in the CNR Group Studies for the Forward Capacity Auctions that precede the Forward Capacity Auction for the Capacity Commitment Period by which the Long Lead Facility is expected to have achieved Commercial Operation. If an earlier-queued Generating Facility seeking CNR Interconnection Service or an Import Capacity Resource associated with an Elective Transmission Upgrade that is seeking CNI Interconnection Service obtains a Capacity Supply Obligation in a Forward Capacity Auction prior to or simultaneous with the Forward Capacity Auction in which the Long Lead Facility or its contractual counterparty in the case of an Elective Transmission Upgrade obtains a Capacity Supply Obligation, the Long Lead Facility will be re-studied in order to determine whether any additional facilities and upgrades to those identified prior to the CNR Group Study must be completed, at the Interconnection Customer's cost, prior to its Commercial Operation Date. A Long Lead Facility's cost responsibility for the facilities necessary to accommodate the Interconnection Request shall not be impacted by a Generating Facility or an External ETU with a Queue Position lower than the Long Lead Facility or its counterparty in the case of an External ETU that clears in a Forward Capacity Auction, in accordance with Section III.13.2 of the Tariff, prior to the clearance of the Long Lead Facility.

**3.2.3.2 Request for Long Lead Facility Treatment.**

An Interconnection Customer requesting CNR Interconnection Service for its proposed Generating Facility or CNI Interconnection Service for its proposed controllable Merchant Transmission Facility or Other Transmission Facility External ETU, which the Interconnection Customer projects to have a development cycle that would not be completed until after the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction (after the election for the Long Lead Facility is made) may elect or request Long Lead Facility treatment in the following manner:

**(a)** An Interconnection Customer proposing a Generating Facility or a controllable Merchant Transmission Facility or Other Transmission Facility External ETU with a requested CNR Interconnection Service or CNI Interconnection Service equal to or greater than 100 MW may elect Long Lead Facility treatment at the time the Interconnection Request is submitted, together with the critical path schedule and deposits required in Section 3.2.3.3.

**(b)** An Interconnection Customer proposing a Generating Facility or a controllable Merchant Transmission Facility or Other Transmission Facility External ETU with a requested CNR Interconnection Service or CNI Interconnection Service under 100 MW may request Long Lead Facility treatment by submitting a written request to the System Operator for its review and approval, explaining why the Generating Facility or the controllable Merchant Transmission Facility or Other Transmission Facility External ETU cannot achieve Commercial Operation by the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction (after the election for Long Lead Facility treatment is made), together with the critical path schedule and deposits required in Section 3.2.3.3. In reviewing the request, the System Operator shall evaluate the feasibility of the Generating Facility or the controllable Merchant Transmission Facility or Other Transmission Facility External ETU achieving Commercial Operation to meet an earlier Capacity Commitment Period based on the information provided in the request and the critical path schedule submitted pursuant to Section 3.2.3.3, in a manner similar to that performed under Section III.13.3.2 of the Tariff. Within forty-five (45) Business Days after its receipt of the request for Long Lead Facility treatment, the System Operator shall notify the Interconnection Customer in writing whether the request has been granted or denied. If the System Operator determines that the Generating Facility or the controllable Merchant

Transmission Facility or Other Transmission Facility External ETU can achieve a Commercial Operation Date prior to the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction, the Interconnection Customer's request shall be denied. The dispute resolution provisions of the LGIP in the case of a Generating Facility or the ETU IP for an External ETU are not available for disputes or claims associated with the ISO's determination to deny an Interconnection Customer's request for Long Lead Facility treatment.

**(c)** An Interconnection Customer that did not request Long Lead Facility treatment at the time the Interconnection Request was submitted, may thereafter submit a request for treatment as a Long Lead Facility, together with the critical path schedule and deposits required in Section 3.2.3.3 and, if applicable, a request for an extension of the Commercial Operation Date specified in the Interconnection Request in accordance with Sections 4.4.4 and 4.4.5. A request for Long Lead Facility treatment that is submitted after the initial Interconnection Request will not be eligible to participate in any Forward Capacity Auction prior to the Forward Capacity Auction associated with the extended Commercial Operation Date. The Long Lead Facility will be modeled in the Base Cases for the CNR Study Group associated with the near term Forward Capacity Auction unless that CNR Study Group is underway, in which case the Long Lead Facility will be modeled in the next CNR Study Group.

**3.2.3.3 Critical Path Schedule and Deposits for Long Lead Facility Treatment.**

At the time an Interconnection Customer submits an election or request for Long Lead Facility treatment, the Interconnection Customer must submit, together with the request:

**(1) Critical Path Schedule.** A critical path schedule, in writing, for the Long Lead Facility (with a development cycle that would not be completed until after the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction (after the election for the Long Lead Facility is made) that meets the requirements set forth in Section III.13.1.1.2.2.2 of the Tariff. The Interconnection Customer must submit annually, in writing, an updated critical path schedule to the System Operator by the closing deadline of each New Capacity Show of Interest Submission Window that precedes the Forward Capacity Auction associated with the Capacity Commitment Period by which the Long Lead Facility is expected to have achieved Commercial

Operation, prior to the inclusion of the Long Lead Facility in the Base Case for the CNR Group Study associated with the corresponding New Capacity Show of Interest Submission Window. With its annual update, for each critical path schedule milestone achieved since the submission of the previous critical path schedule update, the Interconnection Customer must include in the critical path update documentation demonstrating that the milestone has been achieved by the date indicated and as otherwise described in the critical path schedule.

**(2) Long Lead Facility Deposits.**

**(a) Deposits.** In addition to the deposits required elsewhere in the LGIP in the case of a Generating Facility or the ETU IP for External ETU, at the time of its request for Long Lead Facility treatment, in accordance with Section 3.2.3.3, and by each deadline for which a New Generating Capacity Resource is required to provide financial assurance under Section III.13.1.9.1 of the Tariff, the Interconnection Customer must provide a separate deposit in the amount of 0.25*(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 3.7) (i) if the Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.7, 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 3.4.1, 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 3.7, 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 3.7) as adjusted pursuant to 3.2.3.3(2), if appropriate, and from the Interconnecting Transmission Owner a refund of the payments for the upgrades that exceed the costs incurred by the Interconnecting Transmission Owner. If the Interconnection Customer withdraws only its election or request for Long Lead Facility treatment, such withdrawal will be considered a Material Modification and the Long Lead Facility will lose its Queue Position unless its withdrawal occurs within one of the thirty (30)-day periods described in Section 3.2.3.3(2) of the LGIP in the case of a Generating Facility or the ETU IP for an External ETU.

**3.2.3.5 Additional Requirements to Maintain Long Lead Facility Treatment.**

An Interconnection Customer with a Long Lead Facility must begin payment as required by the transmission expenditure schedule for the transmission upgrade costs that have been identified in the pertinent Interconnection Studies. The Interconnection Request for CNR Interconnection Service shall be deemed withdrawn under Section 3.7 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 Utilization of Surplus Interconnection Service**.

Surplus Interconnection Service allows an existing Interconnection Customer whose Generating Facility is already interconnected to the Administered Transmission System and is in Commercial Operation to utilize or transfer Surplus Interconnection Service at the existing Generating Facility's existing Point of Interconnection. 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 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 is also not available for a retirement or repowering of the Original 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. The Original Interconnection Customer must stipulate the amount of Unused Capability that is available for use by the Surplus Interconnection Customer's Generating Facility. 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 LGIP. 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. If the original Interconnection System Impact Study is not available for the Original Interconnection Customer's Generating Facility, limited analysis may need to be performed associated with the request for Surplus Interconnection Service, which may include, but not be limited to, both off-peak and peak analyses, and/or reactive power, short circuit/fault duty, stability, and steady-state analyses, to confirm the Surplus Interconnection Service request can be accommodated without the need for additional upgrades and a new Interconnection Request. Any analyses shall be performed at the Surplus Interconnection Customer's expense.

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 LGIA, modified to reflect the Surplus Interconnection Customer's Generating Facility and the associated Surplus Interconnection Service. The agreement shall be developed and negotiated in accordance with Section 11 of the LGIP, at the Surplus Interconnection Customer's expense.

### 3.4 Valid Interconnection Request.

#### 3.4.1 Initiating an Interconnection Request.

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 LGIP: (i) an initial deposit of $50,000, (ii) a completed application in the form of Appendix 1, (iii) all information and deposits required under Section 3.2, and (iv) in the case of a request for CNR Interconnection Service, demonstration of Site Control or, in the case of a request for NR Interconnection

Service, demonstration of Site Control or a posting of an additional deposit of $10,000. Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to the Interconnection Customer's existing Large Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property. The portions of the deposit of $50,000 that have not been applied as provided in this Section 3.4.1 shall be refundable if (i) the Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.7, 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 LGIA. Otherwise, any unused balance of the deposit of $50,000 shall be non-refundable and applied on a pro-rata basis to offset costs incurred by Interconnection Customers with lower Queue Positions that are subject to re-study, as determined by the System Operator in accordance with the provisions of this LGIP, as a result of the withdrawal of an Interconnection Request with a higher Queue Position.

The deposit of $50,000 shall be applied toward the costs incurred by the System Operator associated with the Interconnection Request and Long Lead Facility treatment, as well as, the costs of the Interconnection Feasibility Study and/or the Interconnection System Impact Study, including the cost of developing the study agreements and their attachments, and the cost of developing the LGIA. 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 for NR Interconnection Service, the Interconnection Customer demonstrates Site Control within the cure period specified in Section 3.4.3 after submitting its Interconnection Request,

the additional deposit of $10,000 shall be refundable; otherwise, that deposit shall be applied as provided in Section 3.1, including, toward the costs of any Interconnection Studies pursuant to the Interconnection Request, the cost of developing the study agreement(s) and associated attachment(s), and the cost of developing the LGIA. 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 3.4.1 also shall be refundable if (i) the Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.7, 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 LGIA.

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

**3.4.2 Acknowledgment of Interconnection Request.**

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

acknowledgement. With the System Operator's acknowledgement of a valid Interconnection Request, the System Operator shall provide to the Interconnection Customer an Interconnection Feasibility Study Agreement in the form of Appendix 2 or an Interconnection System Impact Study Agreement in the form of Appendix 3.

**3.4.3 Deficiencies in Interconnection Request.**

An Interconnection Request will not be considered to be a valid Interconnection Request until all items in Section 3.4.1 have been received by the System Operator. If an Interconnection Request fails to meet the requirements set forth in Section 3.4.1, the System Operator shall notify the Interconnection Customer within five (5) Business Days of receipt of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide the System Operator the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice. Failure by Interconnection Customer to comply with this Section 3.4.3 shall be treated in accordance with Section 3.7.

**3.4.4 Scoping Meeting.**

Within ten (10) Business Days after receipt of a valid Interconnection Request, System Operator shall establish a date agreeable to Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, for a Scoping Meeting, and such date shall be no later than thirty (30) Calendar Days from receipt of the valid Interconnection Request, unless otherwise mutually agreed upon by the Parties.

The purpose of the Scoping Meeting shall be (i) to discuss the estimated timeline for completing all applicable Interconnection Studies, and alternative interconnection options, (ii) to exchange pertinent information including any transmission data that would reasonably be expected to impact such interconnection options, (iii) to analyze such information, (iv) to determine the potential feasible Points of Interconnection, and (v) to discuss any other information necessary to facilitate the administration of the Interconnection Procedures. A PSCAD model is required for all wind and inverter-based Large Generating Facilities. If a PSCAD model is required for other Large Generating Facility types, the Parties shall discuss this at the Scoping Meeting. If the Interconnection Customer provided the technical data

called for in Appendix 1, Attachment A (and Attachment A-1, if applicable) 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.

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 alternate 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.

**3.5 OASIS Posting.**

**3.5.1**

The System Operator will maintain on its OASIS a list of all Interconnection Requests in its Control Area. The list will identify, for each Interconnection Request: (i) the maximum summer and winter megawatt electrical output; (ii) the location by county and state; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected Initial Synchronization Date; (v) the status of the Interconnection Request, including Queue Position; (vi) the type of Interconnection Service being requested (i.e., CNR Interconnection Service or NR Interconnection Service); and (vii) the

availability of any studies related to the Interconnection Request; (viii) the date of the Interconnection Request; (ix) the type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and (x) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. Except in the case of an Affiliate, the list will not disclose the identity of the Interconnection Customer until the Interconnection Customer executes an LGIA or requests that the System Operator and Interconnecting Transmission Owner jointly file an unexecuted LGIA with the Commission. Before participating in a Scoping Meeting with an Interconnection Customer that is also an Affiliate, the Interconnecting Transmission Owner shall post on OASIS an advance notice of its intent to do so. The System Operator shall post to its OASIS site any deviations from the study timelines set forth herein. Interconnection Study reports and Optional Interconnection Study reports shall be posted to the System Operator's OASIS site subsequent to the meeting between the System Operator, Interconnecting Transmission Owner, and Interconnection Customer to discuss the applicable study results. The System Operator shall also post any known deviations in the Large Generating Facility's Initial Synchronization Date.

### 3.5.2 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.

#### 3.5.2.1 Interconnection Feasibility Studies Processing Time.

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

(B) Number of Interconnection Requests that had Interconnection Feasibility Studies completed for the System Operator's Administered Transmission System during the reporting quarter that were completed more than forty-five (45) Calendar Days after receipt by System Operator of the Interconnection Customer's executed Interconnection Feasibility Study Agreement,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Interconnection Feasibility Studies where such Interconnection Requests had executed Interconnection Feasibility Study Agreements received by System Operator more than forty-five (45) Calendar Days before the reporting quarter end,

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

(E) Percentage of Interconnection Feasibility Studies exceeding forty-five (45) Calendar Days to complete this reporting quarter, calculated as the sum of 3.5.2.1(B) plus 3.5.2.1(C) divided by the sum of 3.5.2.1(A) plus 3.5.2.1(C).

**3.5.2.2 Interconnection System Impact Studies Processing Time.**

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

(B) Number of Interconnection Requests that had Interconnection System Impact Studies completed for the System Operator's Administered Transmission System during the reporting quarter that were completed more than ninety (90) Calendar Days after receipt by System Operator of the Interconnection Customer's executed Interconnection System Impact Study Agreement,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete System Impact Studies where such Interconnection Requests had executed Interconnection System Impact Study Agreements received by System Operator more than ninety

(90) Calendar Days before the reporting quarter end,

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

(E) Percentage of Interconnection System Impact Studies exceeding ninety (90) Calendar Days to complete this reporting quarter, calculated as the sum of 3.5.2.2(B) plus 3.5.2.2(C) divided by the sum of 3.5.2.2(A) plus 3.5.2.2(C).

**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 the 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 the Interconnection Customer,

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

**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 an Interconnection System Impact 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 execution of an LGIA or Interconnection Customer requests the filing of an unexecuted LGIA,

(F) 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 paragraph 3.5.2.1(A) through paragraph 3.5.2.4(F) for each calendar quarter within 30 days of the end of the calendar quarter. System Operator will keep the quarterly measures posted on its website for three 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 paragraphs 3.5.2.1(E), 3.5.2.2(E) or 3.5.2.3(E) exceeds 25 percent for two consecutive calendar quarters, System Operator will have to comply with the measures below for the next four consecutive calendar quarters and must continue reporting this information until System Operator reports four consecutive calendar quarters without the values calculated in 3.5.2.1(E), 3.5.2.2(E) or 3.5.2.3(E) exceeding 25 percent for two consecutive calendar quarters:

(i) System Operator must submit a report to the Commission describing the reason for each study or group of clustered studies pursuant to an Interconnection Request that exceeded its deadline (*i.e.*, 45, 90 or 180 days) for completion (excluding any allowance for Reasonable Efforts). 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 45 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 30 days of the end of the calendar quarter.

**3.6 Coordination with Affected Systems.**

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

(if available) in its applicable Interconnection Study within the time frame specified in this LGIP. The System Operator will include such Affected Parties in all meetings held with the Interconnection Customer as required by this LGIP. The Interconnection Customer will cooperate with the System Operator and Interconnecting Transmission Owner in all matters related to the conduct of studies and the determination of modifications to Affected Systems. The Interconnection Customer shall be responsible for the costs associated with the studies or portions of studies associated with the Affected Systems. Payment and refunds associated with the costs of such studies will be coordinated between the Interconnection Customer and the Affected Party(ies) unless such costs are included in the costs of the Interconnection Study, in which case, the 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 Affected Parties in all matters related to the conduct of studies and the determination of modifications to Affected Systems. Nothing in the foregoing is intended to authorize the Interconnection Customer to receive interconnection, related facilities or other services on an Affected System, and provision of such services must be handled through separate arrangements with Affected Party(ies).

### 3.7 Withdrawal.

The Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to System Operator, which System Operator will transmit to Interconnecting Transmission Owner and any Affected Parties. In addition, if the Interconnection Customer fails to adhere to all requirements of this LGIP, except as provided in Section 13.5 (Disputes), the System Operator shall deem the Interconnection Request to be withdrawn and shall provide written notice to the Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Except as otherwise provided elsewhere in this LGIP, 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 System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same.

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

The System Operator shall update the OASIS Queue Position posting. Except as otherwise provided elsewhere in this LGIP, the System Operator and the Interconnecting Transmission Owner shall arrange to refund to the Interconnection Customer any portion of the Interconnection Customer's deposit or study payments that exceeds the costs incurred, including interest calculated in accordance with section 35.19a(a)(2) of the Commission's regulations, or arrange to charge to the Interconnection Customer any amount of such costs incurred that exceed the Interconnection Customer's deposit or study payments, including interest calculated in accordance with section 35.19a(a)(2) of the Commission's regulations. In the event of such withdrawal, System Operator, subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information, shall provide, at Interconnection Customer's request, all information developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

### 3.8 Identification of Contingent Facilities.

System Operator shall identify Contingent Facilities before the execution of the LGIA 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. Contingent Facilities that are identified during the evaluation of the Interconnection Request shall be documented in the Interconnection System Impact Study report or the LGIA for the Large Generating Facility. System Operator shall also provide, upon request of the 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.

## SECTION 4. QUEUE POSITION.

### 4.1 General.

System Operator shall assign a Queue Position based upon the date and time of receipt of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not valid is the lack of required information on the application form in Appendix 1 to this LGIP, and Interconnection Customer provides such information in accordance with Section 3.4.3, 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 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 LGIP. 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.

### 4.1.1 Order of Interconnection Requests in the CNR Group Study

Participation in a CNR Group Study shall be a prerequisite to achieve CNR Interconnection Service and CNI Interconnection Service. The CNR Group Study (to be conducted in accordance with Section III.13.1.1.2.3 of the Tariff) shall include all Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service that have an associated New Capacity Show of Interest Form that was submitted during the New Capacity Show of Interest Submission Window for the purpose of qualification for participation in the same Forward Capacity Auction for a Capacity Commitment Period, in accordance with Section III.13.1.1.2 of the Tariff, as well as Long Lead Facilities in accordance with Section 3.2.3. Where a CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a lower Queue Position is associated with a New Capacity Show of Interest Form that was submitted for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and another CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a higher Queue Position is not associated with a New Capacity Show of Interest Form that was submitted for qualification until a subsequent Forward Capacity Auction, the CNR Interconnection Service or CNI Interconnection Service Interconnection Request with the lower Queue Position will be included in the CNR Group Study prior to the CNR Interconnection Service or the CNI Interconnection Service Interconnection Request with the higher Queue Position.

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

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

An Interconnection Customer with a Generating Facility or that is associated with an Import Capacity Resource in the case of an Elective Transmission Upgrade that is treated as a Conditional Qualified New Resource, in accordance with Section III.13.1.1.2.3(f) of the Tariff, may be responsible for the facilities and upgrades associated with an overlapping CNR Interconnection Service or CNI Interconnection Service Interconnection Request having a higher Queue Position if the Conditional Qualified New Resource obtains a Capacity Supply Obligation through a Forward Capacity Auction under Section III.13.2.5 of the Tariff.

An Interconnection Customer with a lower queued CNR Interconnection Service Interconnection Request for a Generating Facility or CNI Interconnection Service Interconnection Request for an Elective Transmission Upgrade that has achieved Commercial Operation and obtained CNR Interconnection Service or CNI Interconnection Service, respectively, may be responsible for additional facilities and upgrades if the related higher queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains CNR Interconnection Service or CNI Interconnection Service, respectively. In such circumstance, Appendix A to the Interconnection Agreement for the lower queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request shall specify the facilities and upgrades for which the Interconnection Customer shall be responsible if the higher queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains CNR Interconnection Service or CNI Interconnection Service, respectively.

**4.2 Clustering.**

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 Large Generating Facility.

### 4.2.1 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 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 rated at or above 115 kV AC or HVDC.

### 4.2.2 Notice of Initiation of Cluster Studies.

When the combination of the triggers specified in Section 4.2.1 of this LGIP 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 LGIP, 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 LGIP. 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 LGIP, 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 LGIP.

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 (and Attachment A-1, if applicable), to support the conduct of the CRPS.

**4.2.3 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 LGIP, 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 in the final CRPS report as eligible to be studied in the CSIS must, in writing:

(i) withdraw the Interconnection Request, pursuant to Section 3.7;

(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 4.2.3.2.1; or

(iii) 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-2 of this LGIP, 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 Attachment A-1, if applicable), and a refundable study deposit, to the extent that any additional study deposit is required, in accordance with Section 7.2 of this LGIP.

**(3) Cluster Participation Deposit for the CSIS.** By the Cluster Entry Deadline, Interconnection Customer also must 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 4.2.3.4 of this LGIP, 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 system 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 3.7 of this LGIP) to Interconnection Customer with an Interconnection Request that met the cluster entry requirements: (i) if the 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 withdraws the Interconnection Request, pursuant to Section 3.7, before the CSIS starts, (ii) if the CSIS is initially oversubscribed as described in Section 4.2.3.3.2 of this LGIP (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 3.7,

within thirty (30) Calendar Days after receipt of the draft CSIS report or the draft CFAC report in accordance with Sections 7.5 and 8.3 of this LGIP, respectively, (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 LGIP, (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 LGIP, 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.

**4.2.3.3 Cluster Filling, Oversubscription and Backfilling Upon Withdrawal.**

**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 LGIP, 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 such 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.

**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 LGIP. The System Operator will notify all Interconnection Customers with Interconnection Requests identified by the System Operator as eligible for backfilling that the respective Large 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 4.2.3.2 of this LGIP. 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 LGIP. 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 LGIP 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 LGIP 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 LGIP, 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.**

Notwithstanding any other provision in this LGIP, 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 LGIP.

**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 LGIP 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 LGIP, 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 Participation Deposit.** Within thirty (30) Calendar Days after receipt of the final CFAC report in accordance with Section 8.3 of this LGIP, 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 system upgrades shall be in accordance with Schedule 11, Section II of this Tariff.

The additional Cluster 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 LGIP) to Interconnection Customer that submitted the additional Cluster Participation Deposit if the conditions specified in Sections 4.2.3.2.2(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.

**4.3 Transferability of Queue Position**.

An Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Generating Facility identified in the Interconnection Request and the Point of Interconnection does not change. The Interconnection Customer must notify the System Operator, in writing, of any transfers of Queue Position and must provide the System Operator with the transferee's contact information, and System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same.

**4.4 Modifications.**

The Interconnection Customer shall submit to System Operator and Interconnecting Transmission Owner, in writing, modifications to any information provided in the Interconnection Request, including its attachments. The Interconnection Customer shall retain its Queue Position if the modifications are in accordance with Sections 4.4.1 or 4.4.4, or are determined not to be Material Modifications pursuant to Section 4.4.2. The System Operator will notify the Interconnecting Transmission Owner, and, when System Operator deems it appropriate in accordance with applicable codes of conduct and confidentiality requirements, it will notify any Affected Party of such modifications.

A request to: (1) increase the energy capability or capacity capability output of a Generating Facility above that specified in an Interconnection Request, an existing Interconnection Agreement (whether executed or filed in unexecuted form with the Commission), or as established pursuant to Section 5.2 of this LGIP shall require a new Interconnection Request for the incremental increase and such Interconnection Request will receive the lowest Queue Position available at that time for the purposes of cost allocation and study analysis; and (2) change from NR Interconnection Service to CNR Interconnection Service, at any time, shall require a new Interconnection Request for CNR Interconnection Service and such Interconnection Request will receive the lowest Queue Position available at that time for the purposes of cost allocation and study analysis. Notwithstanding the foregoing, an Interconnection Customer with an Interconnection Request for CNR Interconnection

Service has until the Forward Capacity Auction for which the associated Capacity Commitment Period begins less than seven (7) years (or the years agreed to pursuant to Section 3.4.1 or Section 4.4.5) from the date of the original Interconnection Request for CNR Interconnection Service to clear the entire megawatt amount for which CNR Interconnection Service was requested. A new Interconnection Request for CNR Interconnection Service will be required for the Generating Facility to participate in any subsequent auctions.

During the course of the Interconnection Studies, either the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request. To the extent the identified changes 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 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 commencement of the Interconnection System Impact Study, modifications permitted under this Section shall include specifically: (a) a decrease of up to 60 percent of electrical output (MW) of the proposed Large 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) accomplished by applying System Operator-approved injection-limiting equipment proposed by the Interconnection Customer and subject to review in the Interconnection System Impact Study; (b) modifying the technical parameters associated with the Large Generating Facility technology or the Large Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration. Notwithstanding the foregoing, an Interconnection Customer may decrease the electrical output of a proposed Large Generating Facility after the Cluster Entry Deadline specified in Section 4.2.3.1 of this LGIP; 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, Interconnection Customer may first request that the System Operator and Interconnecting Transmission Owner evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, the System Operator in consultation with the Interconnecting Transmission Owner, and in consultation with any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall evaluate, at the Interconnection Customer's cost, the proposed modifications prior to making them and the System Operator will inform the Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Any change to the Point of Interconnection, except those deemed acceptable under Sections 4.4.1, 6.1, 7.2 or so allowed elsewhere, shall constitute a Material Modification. The Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.

**4.4.3** Upon receipt of Interconnection Customer's request for modification that does not constitute a Material Modification and therefore is permitted under this Section 4.4, the System Operator in consultation with the Interconnecting Transmission Owner and in consultation with any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall commence and perform any necessary additional studies as soon as practicable, but in no event shall the System Operator, Interconnecting Transmission Owner, or Affected Party commence such studies later than thirty (30) Calendar Days after receiving notice of Interconnection Customer's request. Any additional studies resulting from such modification shall be done at Interconnection Customer's cost.

**4.4.4** Extensions of less than three (3) cumulative years in the Commercial Operation Date, In-Service Date or Initial Synchronization Date of the Large Generating Facility to which the Interconnection Request relates are not material and should be handled through construction sequencing, provided that the extension(s) do not exceed seven (7) years from the date the Interconnection Request was received by the System Operator.

**4.4.5** Extensions of three (3) or more cumulative years in the Commercial Operation Date, In-Service Date or Initial Synchronization Date of the Large Generating Facility to which the Interconnection

Request relates or any extension of a duration that results in the Initial Synchronization Date exceeding the date the Interconnection Request was received by the System Operator by seven (7) or more years is a Material Modification unless the Interconnection Customer demonstrates to the System Operator due diligence, including At-Risk Expenditures, in pursuit of permitting, licensing and construction of the Large Generating Facility to meet the Commercial Operation Date, In-Service Date or Initial Synchronization Date provided in the Interconnection Request. Such demonstration shall be based on evidence to be provided by the Interconnection Customer of accomplishments in permitting, licensing, and construction in an effort to meet the Commercial Operation Date, In-Service Date or Initial Synchronization Date provided in this Interconnection Request. Such evidence may include filed documents, records of public hearings, governmental agency findings, documentation of actual construction progress or documentation acceptable to the System Operator showing At-Risk Expenditure made previously, including the previous four (4) months. If the evidence demonstrates that the Interconnection Customer did not undertake reasonable efforts to meet the Commercial Operation Date, In-Service Date or Initial Synchronization Date specified in the Interconnection Request, or demonstrates that reasonable efforts were not undertaken until four (4) months prior to the request for extension, the request for extension shall constitute a Material Modification. The Interconnection Customer may then withdraw the proposed Material Modification or proceed with a new Interconnection Request for such modification.

## SECTION 5. PROCEDURES FOR TRANSITION.

### 5.1 Queue Position for Pending Requests.

**5.1.1** Any Interconnection Customer assigned a Queue Position prior to [Effective Date], shall retain that Queue Position subject to Section 4.4 of the LGIP.

**5.1.1.1** If an Interconnection Study Agreement has not been executed prior to [Effective Date], then such Interconnection Study, and any subsequent Interconnection Studies, shall be processed in accordance with the version of this LGIP in effect on [Effective Date] (or as revised thereafter).

**5.1.1.2** If an Interconnection Study Agreement has been executed prior to [Effective Date] 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 [Effective Date], 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 LGIP in effect on [Effective Date]. 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 LGIP 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.

**5.1.2** Transition Period. To the extent necessary, the System Operator, Interconnection Customers with an outstanding Interconnection Request (i.e., an Interconnection Request for which an LGIA has neither been executed nor submitted to the Commission for approval prior to [Effective Date]), Interconnecting Transmission Owner and any other Affected Parties, shall transition to proceeding under the version of the LGIP in effect as of [Effective Date] (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 [Effective Date]: (i) that has been submitted, together with the required deposit and attachments, but not yet accepted by the System Operator; (ii) where the related LGIA has not yet been submitted to the Commission for approval in executed or unexecuted form, (iii) where the relevant Interconnection Study Agreements have not yet been executed, or (iv) where any of the relevant Interconnection Studies are in process but not yet completed. Any Interconnection Customer with an outstanding Interconnection Request as of the effective date of this LGIP 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 LGIP.

### 5.1.3 One-Time Election for CNR Interconnection Service at Queue Position Assigned Prior to February 1, 2009.

An Interconnection Customer with an outstanding Interconnection Request will be eligible to make a one-time election to be considered for CNR Interconnection Service at the Queue Position assigned prior to February 1, 2009. The Interconnection Customer's one-time election must be made by the end of the New Generating Capacity Show of Interest Submission Window for the fourth Forward Capacity Auction. The Interconnection Customer's one-time election may also include a request for Long Lead Facility Treatment, which shall be subject to review pursuant to Section 3.2.3, and, if applicable, a request for a change of the Commercial Operation Date, in accordance with Sections 4.4.4 and 4.4.5. Interconnection Customers requesting CNR Interconnection Service will be required to comply with the requirements for CNR Interconnection Service set forth in Section 3.2.1. Interconnection Customers requesting CNR Interconnection Service that have not received a completed Interconnection System Impact Study may request a preliminary, non-binding, analysis of potential upgrades that may be necessary for the fourth Forward Capacity Auction – the prompt or near-term auction – pursuant to Sections 6.3 or 7.3, whichever is applicable.

## 5.2 Grandfathering.

**5.2.1** An Interconnection Customer's Generating Facility that is interconnected pursuant to an Interconnection Agreement executed or submitted to the Commission for approval prior to February 1, 2009, will maintain its status as a Network Resource with Network Resource Interconnection Service eligible to participate in the New England Markets, in accordance with the requirements of Market Rule 1, Section III of the Tariff, up to the megawatt amount specified in the Interconnection Agreement, subject to the Interconnection Customer satisfying all requirements set forth in the Interconnection Agreement and this LGIP. If the Generating Facility does not meet the criteria set forth in Section 5.2.3 of this LGIP, the Interconnection Customer will be eligible to make a one-time election, pursuant to Section 5.1.3, for Capacity Network Resource treatment without submitting a new Interconnection Request; however, the Interconnection Customer will be required to comply with the requirements for

CNR Interconnection Service set forth in Section 3.2.1. Upon completion of the requirements to obtain CNR Interconnection Service, the Interconnection Customer's Interconnection Agreement shall be amended to conform to the LGIA in Appendix 6 of this LGIP.

**5.2.2** An Interconnection Customer's Generating Facility governed by an Interconnection Agreement either executed or filed with the Commission in unexecuted form prior to August 1, 2008, shall maintain the Queue Position assigned as of August 1, 2008, and be eligible to participate in the New England Markets, in accordance with the requirements in Market Rule 1, Section III of the Tariff, as in effect as of August 1, 2008, so long as the Interconnection Customer complies with all of the requirements specified in the Interconnection Agreement, including achieving the milestones associated with At-Risk Expenditures, subject to Section 4.4 of this LGIP.

**5.2.3** All resources that are treated as Existing Generating Capacity Resources in the fourth Forward Capacity Auction pursuant to Section III.13 of the Tariff shall receive treatment as a CNR and obtain CNR Interconnection Service, in accordance with this LGIP, up to the CNR Capability of the resource. The grandfathered CNR Capability for these resources shall be equal to the megawatt amount established pursuant to the following hierarchy:

(a) First, the megawatt amount specified in an Interconnection Agreement (whether executed or filed in unexecuted form with the Commission).

(b) Second, in the absence of an Interconnection Agreement with a specified megawatt amount, the megawatt amount specified in an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision).

(c) Third, in the absence of an Interconnection Agreement and an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) with a specified megawatt amount, as determined by the System Operator based on documented historic capability of the Generating Facility.

Where a resource has both an Interconnection Agreement and an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision), the lower megawatt amount will govern until the resource completes

the applicable process(es) under the Tariff for obtaining the higher megawatt amount. The absence of an Interconnection Agreement or an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) specifying a megawatt amount shall be confirmed by an affidavit executed by a corporate officer of the resource attesting that the resource does not have an Interconnection Agreement and/or an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) that specifies a megawatt amount.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) specifies a megawatt amount at an ambient temperature consistent with the definition of CNR Capability, the grandfathered CNR Capability shall be equal to that amount.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) does not specify an ambient temperature, the megawatt amount will be deemed to be at the value consistent with the definition of CNR Capability.

Where the implementation of this Section 5.2.3 results in a CNR Capability that is different than previously had been identified, the revised CNR Capability will be applied commencing with the next Forward Capacity Auction qualification process (after the revised CNR Capability value is identified), which is initiated by the closing deadline of the Show of Interest Submission Window in accordance with Section III.13 of the Tariff. The revised CNR Capability will continue to govern until the resource completes the applicable process(es) for obtaining the higher megawatt amount.

**5.2.4** All resources that are treated as Existing Generating Capacity Resources in the fourth Forward Capacity Auction pursuant to Section III.13 of the Tariff shall receive treatment as a NR and obtain NR Interconnection Service, in accordance with this LGIP, up to the NR Capability of the resource. The grandfathered NR Capability shall be determined pursuant to the hierarchy set forth in Section 5.2.3.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) of a resource for which a temperature-adjustment curve is used for the claimed capability verification, as set forth in the ISO New England Manuals, specifies a megawatt amount at an ambient temperature, the grandfathered

NR Capability shall be equal to a temperature-adjusted value consistent with the definition of NR Capability.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) does not specify an ambient temperature, the megawatt amount will be deemed to be at the value consistent with the definition of NR Capability.

### 5.3 New System Operator or Interconnecting Transmission Owner.

If the System Operator transfers operational control of the New England Transmission System to a successor System Operator during the period when an Interconnection Request is pending, the System Operator shall transfer to the successor System Operator any amount of the deposit or payment with interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by this LGIP shall be paid by or refunded to the Interconnection Customer, as appropriate. The System Operator shall coordinate with the successor System Operator to complete any Interconnection Study, as appropriate, that the System Operator has begun but has not completed.

If the Interconnecting Transmission Owner transfers ownership of its transmission facilities to a successor transmission owner during the period when an Interconnection Request is pending, and System Operator in conjunction with Interconnecting Transmission Owner has tendered a draft LGIA to the Interconnection Customer but the Interconnection Customer has not either executed the LGIA or requested the filing of an unexecuted LGIA with the Commission, unless otherwise provided, the Interconnection Customer must complete negotiations with the successor transmission owner.

## SECTION 6. INTERCONNECTION FEASIBILITY STUDY.

### 6.1 Interconnection Feasibility Study Agreement.

Except as otherwise provided in Section 4.2.3.4 of this LGIP, 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 3.4.4, 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). 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 Feasibility Study each month and shall include in such invoices all employee hours and third party consultant hours, including subcontractor hours, expended toward the Interconnection Feasibility Study. 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 (and Attachment A-1, if applicable) or Attachment B, depending on the scope elected pursuant to Section 3.4.1. 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 3.4.4, 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 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 (and Attachment A-1, if applicable)

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 Large 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 Large 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 6.2, the Interconnection Feasibility Study report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

**6.3 Interconnection Feasibility Study Procedures.**

The System Operator in coordination with Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection Feasibility Study no later than forty-five (45) Calendar Days after System Operator and Interconnecting Transmission Owner receive the fully executed Interconnection Feasibility Study Agreement, study deposit and required technical data in accordance with Section 6.1. At the request of the Interconnection Customer or at any time the System Operator or the Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Feasibility Study, the System Operator shall notify the Interconnection Customer as to the schedule status of the Interconnection Feasibility Study. If the System Operator is unable to complete the Interconnection Feasibility Study within that time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. 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.

System Operator shall study the Interconnection Request at the level of Interconnection Service requested by the Interconnection Customer for purposes of determining necessary Interconnection Facilities and Network Upgrades, and at the full Generating Facility capability to ensure the acceptability of the proposed control technology to restrict the facility's output and the safety or reliability of the system.

**6.3.1 Meeting with Parties**.

Within ten (10) Business Days of providing an Interconnection Feasibility Study report to the Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Feasibility Study.

**6.4 Re-Study.**

If re-study of the Interconnection Feasibility Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project subject to Section 4.4, (iii) a re-designation of the Point of Interconnection pursuant to Section 6.1, (iv) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resource(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (v) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take not longer than sixty (60)

Calendar Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection Feasibility Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Feasibility Study Agreement.

The Interconnection Customer shall have the option to waive the re-study and elect to have the re-study performed as part of its Interconnection System Impact Study. The Interconnection Customer shall provide written notice of the waiver and election of moving directly to the Interconnection System Impact Study within five (5) Business Days of receiving notice from the System Operator of the required re-study.

## SECTION 7. INTERCONNECTION SYSTEM IMPACT STUDY.

### 7.1 Interconnection System Impact Study Agreement.

If the Interconnection Customer did not request that the Interconnection Feasibility Study be completed as a separate and distinct study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and the System Operator shall be responsible for generating only one final report, which will include the results of both Section 6 and Section 7.

Within five (5) Business Days following the Interconnection Feasibility Study results meeting, or subsequent to the Scoping Meeting within five (5) Business Days following the receipt of designation of the Point(s) of Interconnection and type of study to be performed pursuant to Section 3.4.4, 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 LGIA.

**7.2 Execution of Interconnection System Impact Study Agreement**.

The Interconnection Customer shall execute the Interconnection System Impact Study Agreement and deliver the executed Interconnection System Impact Study Agreement to the System Operator no later than thirty (30) Calendar Days after its receipt along with a demonstration of Site Control and the technical data called for in Appendix 1, Attachment A (and Attachment A-1, if applicable), and the Interconnection Customer shall also deliver a refundable deposit. An Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to the Interconnection Customer's existing Large Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property. The deposit for the study shall be: (i) the greater of 100 percent of the estimated cost of the study or $250,000; or (ii) the lower of 100 percent of the estimated costs of the study or $50,000, if the Interconnection Customer can provide: (1) evidence of applications for all Major Permits, as defined in Section III.13.1.1.2.2.2(a) of the Tariff, required in support of the Interconnection Request or written certification that Major Permits are not required, or (2) evidence acceptable to the System Operator of At-Risk Expenditures (excluding Interconnection Study costs) totaling at least the amounts of money described in (i) above; or (iii) the lower of 100 percent of the estimated costs of the study or $50,000, if the Interconnection Request is for a modification to an existing Large Generating Facility that does not increase the energy capability or capacity capability of the Large Generating Facility.

The deposit shall be applied toward the cost of the Interconnection System Impact Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the LGIA. 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 costs of Interconnection System Impact Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the System Impact Study, including the study agreement and its attachment(s) and the LGIA. 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 System Impact 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. 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.

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 (and Attachment A-1, if applicable); provided that if a PSCAD model for a non-wind or non-inverter-based Large Generating Facility was determined to be needed at the Scoping Meeting, then the Interconnection Customer shall have ninety (90) Calendar Days from the execution of the System Impact Study Agreement to provide the PSCAD model.

If the Interconnection Customer does not provide all such technical data when it delivers the Interconnection System Impact Study Agreement, the System Operator shall notify the Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed Interconnection System Impact Study Agreement and the Interconnection Customer shall cure the deficiency within ten

(10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Interconnection System Impact Study Agreement or deposit.

If the Interconnection System Impact Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting or the Interconnection Feasibility Study, a substitute Point of Interconnection identified by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and acceptable to each Party, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and re-studies shall be completed pursuant to Section 7.6 as applicable. For the purpose of this Section 7.2, if the Parties cannot agree on the substituted Point of Interconnection, then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement or Interconnection System Impact Study depending on whether Interconnection Customer requested that the Interconnection Feasibility Study be completed as a separate and distinct study or as part of the Interconnection System Impact Study, as specified pursuant to Section 3.4.4, shall be the substitute.

**7.3 Scope of Interconnection System Impact Study.**

The Interconnection System Impact Study shall evaluate the impact of the proposed interconnection on the reliability and operation of the New England Transmission System. The Interconnection System Impact Study will consider the Base Case as well as all generating facilities and Elective Transmission Upgrades (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued interconnection) that, on the date the Interconnection System Impact Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the New England Transmission System and may have an impact on the Interconnection Request; and (iv) have no Queue Position but have executed an Interconnection Agreement or requested that an unexecuted Interconnection Agreement be filed with the Commission (the "Study Case" for the Interconnection System Impact Study). An Interconnection Customer with a CNR Interconnection Request may also request that the Interconnection System Impact Study include a preliminary, non-binding, analysis to identify potential upgrades that may be necessary

for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff, based on a limited set of assumptions to be specified by the Interconnection Customer and reflected in Attachment A to the Interconnection System Impact Study Agreement.

The Interconnection System Impact Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, 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 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. For purposes of determining necessary Interconnection Facilities and Network Upgrades, the Interconnection System Impact Study shall consider the level of Interconnection Service requested by the Interconnection Customer. However, the Interconnection System Impact 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 Interconnection System Impact Study report will provide (i) a list of facilities that are required as a result of the Interconnection Request and a non-binding good faith estimate of cost responsibility; (ii) a non-binding good faith estimated time to construct; (iii) a protection assessment to determine the required protection upgrades; and may provide (iv) an evaluation of the siting of the Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environment work. To the extent the Interconnection Customer requested a preliminary analysis as described in this Section 7.3, the Interconnection System Impact Study report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

**7.4 Interconnection System Impact Study Procedures.**

The System Operator shall coordinate the Interconnection System Impact Study with the Interconnecting Transmission Owner, and with any Affected Party as deemed appropriate by the System Operator in

accordance with applicable codes of conduct and confidentiality requirements, that is affected by the Interconnection Request pursuant to Section 3.6 above. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection System Impact Study within ninety (90) Calendar Days after the receipt of the Interconnection System Impact Study Agreement, study deposit, demonstration of Site Control, if Site Control is required, and required technical data in accordance with Section 7.2. If System Operator 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 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 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 all supporting documentation, workpapers and relevant Study Case power flow, short circuit and stability databases that have been developed for the Interconnection System Impact 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 Attachment A-1, if applicable), 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 LGIP.

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 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 LGIA: (i) Siting approval for the Generating Facility and Interconnection Facilities; (ii) Engineering of Interconnection Facilities approved by Interconnecting Transmission Owner; (iii) Ordering of long lead time material for Interconnection Facilities and system upgrades; (iv) Initial Synchronization Date; and (v) Commercial Operation Date.

Within thirty (30) Calendar Days of the Interconnection Customer receiving the Interconnection System Impact Study report, the Interconnection Customer shall provide written comments on the report or written notice that it has no comments on the report. The System Operator shall issue a final

Interconnection System Impact Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving the Interconnection Customer's notice that it will not provide comments.

**7.6 Re-Study.**

If re-study of the Interconnection System Impact Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project subject to Section 4.4, (iii) re-designation of the Point of Interconnection pursuant to Section 7.2, (iv) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resource(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (v) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing.

Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than sixty (60) Calendar Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection System Impact Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection System Impact Study Agreement.

**7.7 Operational Readiness.**

The System Operator shall, as close to the Interconnection Customer's actual Synchronization Date as reasonably possible, ensure that operational analysis, including current stability analyses, power flow analyses, and any other analyses deemed necessary by the System Operator, are performed, and that procedures are developed or updated to address the operation of the New England Transmission System with the addition of the Interconnection Customer's Generating Facility. The operational analysis will also include tests of system performance with selected facilities out of service. Such studies shall be performed at the expense of the Interconnection Customer.

The System Operator is not obligated to perform the operational analyses described in this Section 7.7 if, in the exercise of reasonable discretion, the System Operator in consultation with Interconnecting

Transmission Owner determines that interconnection of the Interconnection Customer's Generating Facility to the Administered Transmission System is remote and speculative.

## SECTION 8. INTERCONNECTION FACILITIES STUDY.

### 8.1 Interconnection Facilities Study Agreement.

Except as otherwise provided in Section 4.2.4 of this LGIP, the Interconnection Customer may waive the Interconnection Facilities Study and instead elect expedited interconnection, which means that the Interconnection Customer may enter into E&P Agreements under Section 9 if it had not already done so, and shall enter into an LGIA in accordance with the requirements specified in Section 11.

If the Interconnection Customer waives the Interconnection Facilities Study, the Interconnection Customer, subject to the specific terms of the E&P Agreements, assumes all risks and shall pay all costs associated with equipment, engineering, procurement and construction work covered by the Interconnection Facilities Study as described in Section 8.2 below.

The System Operator shall provide to the Interconnection Customer an Interconnection Facilities Study Agreement in the form of Appendix 4 to this LGIP simultaneously with the delivery of the Interconnection System Impact Study to the Interconnection Customer.

The Interconnection Facilities Study Agreement shall provide that the Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Interconnection Facilities Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the LGIA. Within three (3) Business Days following the Interconnection System Impact Study results meeting, the System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer a non-binding good faith estimate of the cost for completing the Interconnection Facilities Study in accordance with requirements specified in Section 8.3. The Interconnection Customer shall execute the Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to the System Operator within thirty (30) Calendar Days after its receipt, together with the required technical data and the refundable deposit for the Interconnection Facilities Study. In accordance with Section 8.3, the Interconnection Customer

shall specify in Attachment A to the Interconnection Facilities Study Agreement whether it wants no more than a +/- 20 percent or a +/- 10 percent good faith cost estimate contained in the report. The deposit for the study shall be either: (i) the greater of twenty-five percent of the estimated cost of the study or $250,000; or (ii) the greater of 100 percent of one month's estimated study cost or $100,000, if the Interconnection Customer can provide: (1) evidence of applications for all Major Permits, as defined in Section III.13.1.1.2.2.2 of the Tariff, required in support of the Interconnection Request, or provide certification that Major Permits are not required or (2) evidence acceptable to the System Operator of At-Risk Expenditures (excluding Interconnection Study costs) totaling at least the amounts of money in (i) above, not including the same At-Risk Expenditures demonstrated with the Interconnection System Impact Study Agreement, if applicable; or (iii) the greater of 100 percent of one month's estimated study cost or $100,000, if the Interconnection Request is for a modification to an existing Large Generating Facility that does not increase the energy capability or capacity capability of the Large Generating Facility.

Any difference between the study deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the cost of the Interconnection Facilities Studies that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the Interconnection Facilities Study, the study agreement and its attachment(s) and the LGIA. 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. 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 each month. The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the

initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposit until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

**8.2 Scope of Interconnection Facilities Study.**

The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facility to the Administered Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The scope and cost of the Interconnection Facilities Study shall include completion of any engineering work limited to what is reasonably required to (i) estimate such aforementioned cost to the accuracy specified by the Interconnection Customer pursuant to Section 8.3, (ii) identify, configurations of required facilities and (iii) identify time requirements for construction and installation of required facilities.

**8.3 Interconnection Facilities Study Procedures.**

The System Operator shall coordinate the Interconnection Facilities Study with Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, pursuant to Section 3.6 above. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the study and the System Operator shall issue a draft Interconnection Facilities Study report to the Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, within the following number of days after receipt of an executed Interconnection Facilities Study Agreement: ninety (90) Calendar Days, with no more than a +/- 20 percent good faith cost estimate contained in the report;

or one hundred eighty (180) Calendar Days, if the Interconnection Customer requests a +/- 10 percent good faith cost estimate. Such cost estimates either individually or in the aggregate will be provided in the final study report. If the System Operator uses Clustering, the System Operator and the 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 as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, as to the schedule status of the Interconnection Facilities Study. If the System Operator is unable to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report within the time required, the System Operator shall notify the Interconnection Customer, Interconnecting Transmission Owner and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and provide an estimated completion date and an explanation of the reasons why additional time is required.

The Interconnection Customer and appropriate Affected Parties may, within thirty (30) Calendar Days after receipt of the draft report, provide written comments to the System Operator and Interconnecting Transmission Owner, which the System Operator shall include in the final report. The System Operator shall issue the final Interconnection Facilities Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. The System Operator may reasonably extend such fifteen-day period upon notice to the Interconnection Customer if the Interconnection Customer's comments require the System Operator or Interconnecting Transmission Owner to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities Report. Upon request, the System Operator and Interconnecting Transmission Owner shall provide the Interconnection Customer and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, or any third party consultant retained by the Interconnection Customer supporting documentation, with workpapers, and

databases or data developed in the preparation of the Interconnection Facilities Study. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to the Interconnection Customer.

**8.4 Meeting with Parties.**

Within ten (10) Business Days of providing a draft Interconnection Facilities Study report to Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Facilities Study.

**8.5 Re-Study.**

If re-study of the Interconnection Facilities Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project subject to Section 4.4, (iii) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resource(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (iv) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than sixty (60) Calendar Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection Facilities Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Facilities Study Agreement.

**SECTION 9. ENGINEERING & PROCUREMENT ("E&P") AGREEMENT.**

Prior to executing an LGIA, an Interconnection Customer may request, in order to advance the implementation of its interconnection, and the Interconnecting Transmission Owner and any Affected Party shall offer the Interconnection Customer, an E&P Agreement that authorizes the Interconnecting Transmission Owner and any Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, the Interconnecting Transmission Owner or any Affected Party shall not be obligated to offer an E&P Agreement if the Interconnection Customer is in Dispute Resolution as a result of an allegation that the Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the LGIP. The E&P Agreement is an optional procedure and it will not alter the Interconnection Customer's Queue Position or Initial Synchronization Date. The E&P Agreement shall provide for the Interconnection Customer to pay the cost of all activities authorized by the Interconnection Customer, including a deposit of 100 percent of the estimated engineering and study costs, and to make advance payments or provide other satisfactory security for such costs.

The Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If the Interconnection Customer withdraws its application for interconnection or an E&P Agreement is terminated by any Party, to the extent the equipment ordered can be canceled under reasonable terms, the Interconnection Customer shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably canceled, the Interconnecting Transmission Owner or the Affected Party that is a party to an E&P Agreement may elect: (i) to take title to the equipment, in which event the Interconnecting Transmission Owner or relevant Affected Party shall refund the Interconnection Customer any amounts paid by the Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (ii) to transfer title to and deliver such equipment to the Interconnection Customer, in which event the Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment.

## SECTION 10. OPTIONAL INTERCONNECTION STUDY.

### 10.1 Optional Interconnection Study Agreement.

On or after the date when the Interconnection Customer receives Interconnection System Impact Study report and no later than five (5) Business Days after the study results meeting to review the report, the Interconnection Customer may request in writing, and the System Operator in coordination with the Interconnecting Transmission Owner shall perform, an Optional Interconnection Study. The request shall describe the assumptions that the Interconnection Customer wishes the System Operator to study within the scope described in Section 10.2. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, the System Operator shall provide to the Interconnecting Transmission Owner and the Interconnection Customer an Optional Interconnection Study Agreement in the form of Appendix 5.

The Optional Interconnection Study Agreement shall: (i) specify the technical data that the Interconnection Customer must provide for each phase of the Optional Interconnection Study, (ii) specify the Interconnection Customer's assumptions as to which Interconnection Requests with earlier queue priority dates will be excluded from the Optional Interconnection Study case, and (iii) specify the System Operator's and Interconnecting Transmission Owner's estimate of the cost of the Optional Interconnection Study. To the extent known by the System Operator, such estimate shall include any costs expected to be incurred by any Affected System whose participation is necessary to complete the Optional Interconnection Study. The Optional Interconnection Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Optional Interconnection Study, including the cost of developing the study agreement and its attachment(s). Notwithstanding the above, the System Operator and Interconnecting Transmission Owner shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request.

The Interconnection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the required technical data and the refundable deposit for the Optional Interconnection Study to the System Operator. The deposit for the study shall be 100 percent of the estimated cost of the study. Any difference between the study deposit and the actual cost of the Optional Interconnection Study shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to the

Interconnection Customer an invoice for the costs of the Optional Interconnection Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the Optional Interconnection Study and the study agreement and its attachments(s). The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposits until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

**10.2 Scope of Optional Interconnection Study.**

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the results of the Optional Interconnection Study. The System Operator shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the types of Interconnection Services that are being studied. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

The Optional Interconnection Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, including thermal analysis and voltage analysis, a system protection analysis, and any other analyses that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner.

**10.3 Optional Interconnection Study Procedures.**

The executed Optional Interconnection Study Agreement, the prepayment, and technical and other data called for therein must be provided to the System Operator and Interconnecting Transmission Owner within ten (10) Business Days of the Interconnection Customer receipt of the Optional Interconnection Study Agreement. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Optional Interconnection Study within a mutually agreed-upon time period specified within the Optional Interconnection Study Agreement. If the System Operator and

Interconnecting Transmission Owner are unable to complete the Optional Interconnection Study within such time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. In such circumtances, upon request, the System Operator and Interconnecting Transmission Owner shall provide the Interconnection Customer supporting documentation and workpapers and databases or data developed in the preparation of the Optional Interconnection Study to any third party consultant retained by the Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/disclosure requirements, such information may be provided directly to the Interconnection Customer.

**10.4 Meeting with Parties.**

Within ten (10) Business Days of providing an Optional Interconnection Study report to Interconnection Customer, System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Optional Interconnection Study.

**10.5 Interconnection Agreement Developed Based on Optional Interconnection Study.**

If the LGIA for a Large Generating Facility is based on the results of an Optional Interconnection Study, the LGIA shall reflect the conditions studied and any obligations that may involve: (i) additional studies if such conditions change, (ii) operational limits, or (iii) financial support for transmission upgrades.

## SECTION 11. STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT (LGIA).

**11.1 Tender.**

Interconnection Customer shall tender comments or provide notice, in writing, to the System Operator and Interconnecting Transmission Owner that the Interconnection Customer has no comments on the draft

Interconnection Facilities Study report or on the draft Interconnection System Impact Study report if the Interconnection Customer waived the Interconnection Facilities Study, within thirty (30) Calendar Days of receipt of the report. Except as provided in the E&P Agreement or any mutual agreement by the entities that would be Parties to the LGIA, the System Operator shall initiate the development of the LGIA process within fifteen (15) Calendar Days after the comments are submitted or waived, by tendering to the Interconnection Customer a draft LGIA, together with draft appendices completed by the System Operator, in conjunction with the Interconnecting Transmission Owner to the extent practicable. The draft LGIA shall be in the form of the System Operator's Commission-approved standard form LGIA which is in Appendix 6 to Schedule 22. The Interconnection Customer shall return the Interconnection Customer specific information required to complete the form of LGIA, including the appendices, in Appendix 6 of Schedule 22 that the Interconnection Customer is willing to execute within thirty (30) Calendar Days after receipt of the draft from the System Operator.

**11.2 Negotiation.**

Notwithstanding Section 11.1, at the request of the Interconnection Customer, the System Operator and Interconnecting Transmission Owner shall begin negotiations with the Interconnection Customer concerning the appendices to the LGIA at any time after the Interconnection Facilities Study is complete or after the Interconnection System Impact Study is complete if the Interconnection Customer intends to waive the Interconnection Facilities Study. The System Operator, Interconnection Customer, and Interconnecting Transmission Owner shall negotiate concerning any disputed provisions of the appendices to the draft LGIA for not more than sixty (60) Calendar Days after tender by the System Operator of the draft LGIA pursuant to Section 11. If the Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the draft LGIA pursuant to Section 11.1 and request submission of the unexecuted LGIA with the Commission or initiate Dispute Resolution procedures pursuant to Section 13.5. If the Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to request either the filing of the unexecuted LGIA or initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if the Interconnection Customer has not executed the LGIA, requested filing of an unexecuted LGIA, or initiated Dispute Resolution procedures pursuant to Section 13.5 within sixty (60) Calendar Days of tender of by the System Operator of the draft LGIA pursuant to Section 11.1, it shall be deemed to have withdrawn its

Interconnection Request. The System Operator and Interconnecting Transmission Owner shall provide to the Interconnection Customer a final LGIA within fifteen (15) Business Days after the mutually agreed completion of the negotiation process.

**11.3 Evidence to be Provided by Interconnection Customer; Execution and Filing of LGIA.**

**11.3.1 Evidence to be Provided by Interconnection Customer.**

**11.3.1.1 Site Control.** Within fifteen (15) Business Days after receipt of the final LGIA, the Interconnection Customer shall provide (A) to the System Operator, reasonable evidence of continued Site Control, or (B) to the Interconnecting Transmission Owner, posting of $250,000, non-refundable additional security, which shall be applied toward future construction costs. Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to the Interconnection Customer's existing Large Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property.

**11.3.1.2 Development Milestones.** Within fifteen (15) Business Days after receipt of the final LGIA, the Interconnection Customer also shall provide to the System Operator reasonable evidence that one or more of the following milestones in the development of the Large Generating Facility, to be elected by the Interconnection Customer, has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Large Generating Facility; (ii) the execution of a contract for the supply of cooling water to the Large Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Large Generating Facility; (iv) execution of a contract for the sale of electric energy or capacity from the Large Generating Facility; (v) application for an air, water, or land use permit.

At the same time, the Interconnection Customer 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, as defined in Section III.13.1.1.2.2.2(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 LGIA. If the Interconnection Customer selects option (B) above, it shall also commit in the LGIA to the achievement of: (i) milestones for the completion of Major Permit approvals, and (ii) in the case of a CNR Interconnection Request, milestones to align the LGIA with the fulfillment of terms outlined in Section III.13 of the Tariff for participation in the Forward Capacity Market.

Within fifteen (15) Business Days after receipt of the final LGIA, an Interconnection Customer with an Interconnection Request studied using Clustering that provided the additional Cluster 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 LGIA. If the Interconnection Customer does not submit this deposit (or make the initial payment) by the fifteenth Business Day after receipt of the final LGIA, 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 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.

**11.3.2 Execution and Filing of LGIA.** Within fifteen (15) Business Days after receipt of the final LGIA, (i) the Interconnection Customer and Interconnecting Transmission Owner shall execute three (3) originals of the tendered LGIA and return them to the System Operator, who will send an original to Interconnecting Transmission Owner and Interconnection Customer; or (ii) the Interconnection Customer shall request in writing that the System Operator and the Interconnecting Transmission Owner jointly file with the Commission an LGIA in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either the executed originals of the tendered LGIA (if it does not conform with a Commission-approved standard form of interconnection agreement) or the request to file an unexecuted LGIA, the System Operator and Interconnecting Transmission Owner, in accordance with Section 11.3.3 or Section 11.3.4, as appropriate, shall jointly file the LGIA with the Commission, together with its explanation of any matters as to which the System Operator, Interconnection Customer or Interconnecting Transmission Owner disagree and support for the costs that the Interconnecting Transmission Owner proposes to charge to the Interconnection Customer under the LGIA. An unexecuted LGIA should contain terms and conditions deemed appropriate by the System Operator and Interconnecting Transmission Owner for the Interconnection Request. If the Parties agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted LGIA, they may proceed pending Commission action.

With respect to the interconnection of an Interconnection Customer under Schedule 22, the LGIA shall be a three-party agreement among the Interconnecting Transmission Owner, the System Operator and the Interconnection Customer. If Interconnecting Transmission Owner, System Operator and Interconnection Customer agree to the terms and conditions of a specific LGIA, or any amendments to such an LGIA, then the System Operator and Interconnecting Transmission Owner shall jointly file the executed LGIA, or amendment thereto, with the Commission under Section 205 of the Federal Power Act. To the extent the Interconnecting Transmission Owner, System Operator and Interconnection Customer cannot agree to proposed variations from the standard form of LGIA in Appendix 6 or cannot otherwise agree to the terms and conditions of the LGIA for such Large Generating Unit, or any amendments to such an LGIA,

then the System Operator and Interconnecting Transmission Owner shall jointly file an unexecuted LGIA, or amendment thereto, with the Commission under Section 205 of the Federal Power Act and shall identify the areas of disagreement in such filing, provided that, in the event of disagreement on terms and conditions of the LGIA related to the costs of upgrades to such Interconnecting Transmission Owner's transmission facilities, the anticipated schedule for the construction of such upgrades, any financial obligations of the Interconnecting Transmission Owner, and any provisions related to physical impacts of the interconnection on the Interconnecting Transmission Owner's transmission facilities or other assets, then the standard applicable under Section 205 of the Federal Power Act shall apply only to the Interconnecting Transmission Owner's position on such terms and conditions.

**11.3.3** The Interconnecting Transmission Owner, acting on its own or jointly with the System Operator, may initiate a filing to amend this LGIP and the standard form of LGIA in Appendix 6 under Section 205 of the Federal Power Act and shall include in such filing the views of System Operator, provided that the standard applicable under Section 205 of the Federal Power Act shall apply only to the Interconnecting Transmission Owner's position on any financial obligations of the Interconnecting Transmission Owner or the Interconnection Customer(s), and any provisions related to physical impacts of the interconnection on the Interconnecting Transmission Owner's transmission facilities or other assets.

### 11.4 Commencement of Interconnection Activities.

If the Interconnection Customer executes the final LGIA, the System Operator, Interconnection Customer and Interconnecting Transmission Owner shall perform their respective obligations in accordance with the terms of the LGIA, subject to modification by the Commission. Upon submission of an unexecuted LGIA, the System Operator, Interconnection Customer and Interconnecting Transmission Owner shall promptly comply with the unexecuted LGIA, subject to modification by the Commission.

## SECTION 12. CONSTRUCTION OF INTERCONNECTING TRANSMISSION OWNER INTERCONNECTION FACILITIES AND NETWORK UPGRADES.

### 12.1 Schedule.

The Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party shall negotiate in good faith concerning a schedule for the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades.

**12.2 Construction Sequencing**.

**12.2.1 General.** In general, the Initial Synchronization Date of an Interconnection Customer seeking interconnection to the Administered Transmission System will determine the sequence of construction of Network Upgrades.

**12.2.2 Advance Construction of Network Upgrades that are an Obligation of an Entity other than the Interconnection Customer.** An Interconnection Customer with an executed or unexecuted, but filed with the Commission, LGIA, in order to maintain its Initial Synchronization Date, may request that the Interconnecting Transmission Owner or appropriate Affected Party advance to the extent necessary the completion of Network Upgrades that: (i) were assumed in the Interconnection Studies for such Interconnection Customer, (ii) are necessary to support such Initial Synchronization Date, and (iii) would otherwise not be completed, pursuant to a contractual obligation of an entity other than the Interconnection Customer that is seeking interconnection to the Administered Transmission System, in time to support such Initial Synchronization Date. Upon such request, the Interconnecting Transmission Owner or appropriate Affected Party will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that the Interconnection Customer commits to pay the Interconnecting Transmission Owner or appropriate Affected Party; (i) any associated expediting costs and (ii) the cost of such Network Upgrades.

The Interconnecting Transmission Owner or appropriate Affected Party will refund to the Interconnection Customer both the expediting costs and the cost of Network Upgrades, in accordance with Article 11.4 of the LGIA. Consequently, the entity with a contractual obligation to construct such Network Upgrades shall be obligated to pay only that portion of the costs of the Network Upgrades that the Interconnecting Transmission Owner or appropriate Affected Party has not refunded to the Interconnection Customer. Payment by that entity with a contractual obligation to construct such Network Upgrades shall be due on the date that it would have been due had there been no request for advance construction. The

Interconnecting Transmission Owner or appropriate Affected Party shall forward to the Interconnection Customer the amount paid by the entity with a contractual obligation to construct the Network Upgrades as payment in full for the outstanding balance owed to the Interconnection Customer. The Interconnecting Transmission Owner or appropriate Affected Party then shall refund to that entity the amount that it paid for the Network Upgrades, in accordance with Article 11.4 of the LGIA.

**12.2.3 Advancing Construction of Network Upgrades that are Part of the Regional System Plan of the System Operator.** An Interconnection Customer with an LGIA, in order to maintain its Initial Synchronization Date, may request that Interconnecting Transmission Owner or appropriate Affected Party advance to the extent necessary the completion of Network Upgrades that: (i) are necessary to support such Initial Synchronization Date and (ii) would otherwise not be completed, pursuant to the Regional System Plan, in time to support such Initial Synchronization Date. Upon such request, the Interconnecting Transmission Owner or appropriate Affected Party will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that the Interconnection Customer commits to pay the Interconnecting Transmission Owner or appropriate Affected Party any associated expediting costs.

**12.2.4 Amended Interconnection System Impact Study.** An Interconnection System Impact Study will be amended to determine the facilities necessary to support the requested Initial Synchronization Date. This amended study will include those transmission and Large Generating Facilities that are expected to be in service on or before the requested Initial Synchronization Date. The LGIA will also be amended to reflect the results of the Amended Interconnection System Impact Study and any changes in obligations, including financial support, of the Parties.

## SECTION 13. MISCELLANEOUS.

### 13.1 Confidentiality.

Confidential Information shall include, without limitation, all information treated as confidential under the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, all information relating to a Party's technology, research and development,

business affairs, and pricing, and any information supplied by any of the Parties to the others prior to the execution of an LGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by any Party, the other Party(ies) shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

**13.1.1 Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the LGIA; or (6) is required, in accordance with Section 13.1.6, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under the LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Parties that it no longer is confidential.

**13.1.2 Release of Confidential Information.** A Party shall not release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of

Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Section 13.1 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 13.1.

**13.1.3 Rights.** Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party(ies). The disclosure by each Party to the other Party(ies) of Confidential Information shall not be deemed a waiver by any Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

**13.1.4 No Warranties.** By providing Confidential Information, a Party does not make any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, a Party does not obligate itself to provide any particular information or Confidential Information to the other Party(ies) nor to enter into any further agreements or proceed with any other relationship or joint venture.

**13.1.5 Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party(ies) under these procedures or its regulatory requirements.

**13.1.6 Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party(ies) with prompt notice of such request(s) or requirement(s) so that the other Party(ies) may seek an appropriate protective order or waive compliance with the terms of the LGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

**13.1.7 Remedies**. The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's(ies') Breach of its obligations under this Section 13.1. Each Party accordingly agrees that the other Party(ies) shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Section 13.1, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Section 13.1, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 13.1.

**13.1.8 Disclosure to the Commission, its Staff, or a State.** Notwithstanding anything in this Section 13.1 to the contrary, and pursuant to 18 CFR section 1b.20, if the Commission or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to the LGIP, the Party shall provide the requested information to the Commission or its staff, within the time provided for in the request for information. In providing the information to the Commission or its staff, the Party must, consistent with 18 CFR. section 388.112, request that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Party(ies) to the LGIA when it is notified by the Commission or its staff that a request to release Confidential Information has been received by the Commission, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner, consistent with applicable state rules, regulations and Section 13.1.

**13.1.9** Subject to the exception in Section 13.1.8, any information that a Party claims is competitively sensitive, commercial or financial information ("Confidential Information") shall not be disclosed by the other Party(ies) to any person not employed or retained by the other Party(ies), except to the extent

disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party(ies), such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this LGIP or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a subregional, regional or national reliability organization or planning group. The Party asserting confidentiality shall notify the other Party(ies) in writing of the information it claims is confidential. Prior to any disclosures of the other Party's(ies') Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party(ies) in writing and agrees to assert confidentiality and cooperate with the other Party(ies) in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

**13.1.10** This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a Breach of this provision).

**13.1.11** The System Operator and Interconnecting Transmission Owner shall, at Interconnection Customer's election, destroy, in a confidential manner, or return the Confidential Information provided at the time when Confidential Information is no longer needed.

**13.2 Delegation of Responsibility**.

The System Operator and Interconnecting Transmission Owner, or any Affected Party may use the services of subcontractors as it deems appropriate to perform its obligations under this LGIP. The Party using the services of a subcontractor shall remain primarily liable to the Interconnection Customer for the performance of such subcontractors and compliance with its obligations of this LGIP. The subcontractor shall keep all information provided confidential and shall use such information solely for the performance of such obligation for which it was provided and no other purpose.

**13.3 Obligation for Study Costs.**

The System Operator and the Interconnecting Transmission Owner shall charge, and the Interconnection Customer shall pay, the actual costs of the Interconnection Studies. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein, to the Interconnection Customer or offset against the cost of any future Interconnection Studies associated with the applicable Interconnection Request prior to beginning of any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. The Interconnection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice therefore. The System Operator and Interconnecting Transmission Owner shall not be obligated to perform or continue to perform any studies unless the Interconnection Customer has paid all undisputed amounts in compliance herewith.

**13.4 Third Parties Conducting Studies.**

If (i) at the time of the signing of an Interconnection Study Agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) the Interconnection Customer receives notice pursuant to Sections 6.3, 7.4 or 8.3 that the System Operator or Interconnecting Transmission Owner will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) the Interconnection Customer receives neither the Interconnection Study nor a notice under Sections 6.3, 7.4 or 8.3 within the applicable timeframe for such Interconnection Study, then the Interconnection Customer may request, which request will not be unreasonably denied, that the System Operator and Interconnecting Transmission Owner utilize a third party consultant reasonably acceptable to the System Operator, Interconnection Customer, Interconnecting Transmission Owner and any appropriate Affected Party, to perform such Interconnection Study under the direction of the System Operator or Interconnecting Transmission Owner as applicable. At other times, System Operator or Interconnecting Transmission Owner may also utilize a third party consultant to perform such Interconnection Study, either in response to a general request of the Interconnection Customer, or on its own volition.

In all cases, use of a third party consultant shall be in accord with Article 26 of the LGIA (Subcontractors) and limited to situations where the System Operator or Interconnecting Transmission Owner determines that doing so will help maintain or accelerate the study process for the Interconnection Customer's pending Interconnection Request and not interfere with the System Operator and Interconnecting Transmission Owner's progress on Interconnection Studies for other pending Interconnection Requests.

In cases where the Interconnection Customer requests use of a third party consultant to perform such Interconnection Study, the Interconnection Customer, System Operator and Interconnecting Transmission Owner shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements and the estimated study completion date and study review deadline. The System Operator and Interconnecting Transmission Owner shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as soon as practicable upon the Interconnection Customer's request subject to the confidentiality provision in Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. In any case, such third party contract may be entered into with the System Operator, Interconnection Customer, or Interconnecting Transmission Owner at the System Operator and Interconnecting Transmission Owner's discretion. In the case of (iii) the Interconnection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such third party study. Such third party consultant shall be required to comply with this LGIP, Article 26 of the LGIA (Subcontractors), and the relevant Tariff procedures and protocols as would apply if the System Operator and Interconnecting Transmission Owner were to conduct the Interconnection Study and shall use the information provided to it solely for purposes of performing such services and for no other purposes.

The System Operator and Interconnecting Transmission Owner shall cooperate with such third party consultant and Interconnection Customer to complete and issue the Interconnection Study in the shortest reasonable time.

**13.5 Disputes**.

**13.5.1 Submission.** In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with the LGIA, the LGIP, or their performance, such Party (the "Disputing Party") shall provide the other Party(ies) with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party(ies). In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's(ies') receipt of the Notice of

Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, after thirty (30) Calendar Days, then (i) in the case of disputes arising out of or in conjunction with the LGIA, the System Operator and Interconnecting Transmission Owner shall jointly file an unexecuted LGIA, or amendment thereto, with the Commission in accordance with Section 11.3.4, or (ii) in the case of disputes arising out of or in connection with any other matter regarding the administration of the LGIP, the System Operator may terminate the Interconnection Request and the Interconnection Customer may seek relief pursuant to Section 206 of the Federal Power Act. Each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this Schedule 22.

**13.5.2 External Arbitration Procedures.** Any arbitration initiated under these procedures shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The arbitrator so chosen by the System Operator shall chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable Commission regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Section 13, the terms of this Section 13 shall prevail.

**13.5.3 Arbitration Decisions.** Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons for such decision. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the LGIA and LGIP and shall have no power to modify or change any provision of the LGIA and LGIP in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the

decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

**13.5.4 Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three-member panel and one-third of any associated arbitration costs; or (2) one-third the cost of the single arbitrator jointly chosen by the Parties and one-third of any associated arbitration costs.

**13.5.5 Non-binding Dispute Resolution Procedures.** If a Party has submitted a Notice of Dispute pursuant to Section 13.5.1, 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 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 30 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 LGIP and LGIA and shall have no power to modify or change any provision of the LGIP and LGIA 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 LGIA and LGIP, the Interconnecting Transmission Owner shall not be required to provide Interconnection Service to the Interconnection Customer pursuant to this LGIA and LGIP if the provision of such Interconnection Service would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance the Interconnecting Transmission Owner's facilities that would be used in providing such Interconnection Service.

**13.6.2 Alternative Procedures for Requesting Interconnection Service.** If the Interconnecting Transmission Owner determines that the provision of Interconnection Service requested by the Interconnection Customer would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance its facilities that would be used in providing such Interconnection Service, it shall advise the Interconnection Customer within thirty (30) Calendar Days of receiving notice of the Interconnection Request. The Interconnection Customer thereafter may renew its Interconnection Request using the process specified in the Tariff.

**APPENDICES TO LGIP**

APPENDIX 1 INTERCONNECTION REQUEST

APPENDIX 2 INTERCONNECTION FEASIBILITY STUDY AGREEMENT

APPENDIX 3 INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT

APPENDIX 4 INTERCONNECTION FACILITIES STUDY AGREEMENT

APPENDIX 5 OPTIONAL INTERCONNECTION STUDY AGREEMENT

APPENDIX 6 LARGE GENERATOR INTERCONNECTION AGREEMENT

**APPENDIX 1**

**INTERCONNECTION REQUEST**

**The undersigned Interconnection Customer submits this request to interconnect its Large Generating Facility to the Administered Transmission System under Schedule 22 - Large Generator Interconnection Procedures ("LGIP") of the ISO New England Inc. Open Access Transmission Tariff (the "Tariff"). Capitalized terms have the meanings specified in the Tariff.**

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**PROJECT INFORMATION**

**Proposed Project Name:** _____

**1. This Interconnection Request is for (check one):**

_____ **A proposed new Large Generating Facility**

_____ **An increase in the generating capacity or a modification that has the potential to be a Material Modification of an existing Generating Facility**

_____ **Commencement of participation in the wholesale markets by an existing Generating Facility**

_____ **A change from Network Resource Interconnection Service to Capacity Network Resource Interconnection Service**

**2. The types of Interconnection Service requested:**

_____ **Network Resource Interconnection Service (energy capability only)**

_____ **Capacity Network Resource Interconnection Service (energy capability and capacity capability)**

**If Capacity Network Resource Interconnection Service, does Interconnection Customer request Long Lead Facility treatment? Check: ____Yes or ___ No**

**If yes, provide, together with this Interconnection Request, the Long Lead Facility deposit and other required information as specified in Section 3.2.3 of the LGIP, including (if the Large Generating Facility will be less than 100 MW) a justification for Long Lead Facility treatment.**

**3. This Interconnection Customer requests (check one, selection is not required as part of the initial Interconnection Request):**

**_____ An Interconnection Feasibility Study to be completed as a separate and distinct study**

**_____ An Interconnection System Impact Study with the Feasibility Study to be performed as the first step of the study**

**(The Interconnection Customer shall select either option and may revise any earlier selection up to within five (5) Business Days following the Scoping Meeting.)**

**4. The Interconnection Customer shall provide the following information:**

**Address or Location of the Facility (including Town/City, County and State):**

_____

_____

_____

**Approximate location of the proposed Point of Interconnection:**

_____

**Type of Generating Facility to be Constructed:**_____

**Will the Generating Facility include electric storage capacity? Yes____No___**

**If yes, describe the electric storage device and specifications:**

_____

_____

**Primary frequency response operating range for electric storage resources:**

_____

**Generating Facility Fuel Type:**

_____

**Generating Facility Capacity (MW):**

| **Temperatures[1]** | **Maximum Gross MW Electrical Output[2]** | **Maximum Net MW Electrical Output[3]** | **Net MW Capability at the Point of Interconnection[4]** |
|---|---|---|---|
| **At or above 90 degrees F** | | | |
| **At or above 50 degrees F** | | | |
| **At or above 20 degrees F** | | | |
| **At or above 0 degrees F** | | | |

Requested capacity (in MW) of Interconnection Service (if lower than the Generating Facility Capacity):

| **Temperatures**[1] | **Requested Gross MW Electrical Output**[2] | **Requested Net MW Electrical Output**[3] | **Requested Net MW Capability at the Point of Interconnection**[4] |
|---|---|---|---|
| **At or above 90 degrees F** | | | |
| **At or above 50 degrees F** | | | |
| **At or above 20 degrees F** | | | |
| **At or above 0 degrees F** | | | |

Notes:

[1] 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.

[2] Measured at the terminal(s) or inverter/converter terminal(s), as applicable, for each generating unit comprising the Generating Facility.

[3] 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.

[4] Measured at the Interconnection Customer's proposed Point of Interconnection. The values correspond to the requested levels of Interconnection Service pursuant to Section 3.1 of the LGIP. 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.

**General description of the equipment configuration, including any proposed control technologies to restrict the Large Generating Facility's output to the requested Interconnection Service levels, if applicable (# of units and GSUs):**

_____

_____

**Requested Commercial Operations Date:**

**_____**

**Requested Initial Synchronization Date:**

**_____**

**Requested In-Service Date:**

**_____**

**Evidence of Site Control (check one):**

**_____** **If for Capacity Network Resource Interconnection Service, Site Control is provided herewith, as required.**

**_____** **If for Network Resource Interconnection Service: (Check one)**

**___ Is provided herewith**

**___ In lieu of evidence of Site Control, a $10,000 deposit is provided (refundable within the cure period as described in Section 3.4.3 of the LGIP).**

**_____** **Site Control is not provided because the proposed modification is to the Interconnection Customer's existing Large Generating Facility and, by checking this option, the Interconnection Customer certifies that it has Site Control and that the proposed modification does not require additional real property.**

**The technical data specified within the applicable attachment to this form (check one):**

**_____** **Is included with the submittal of this Interconnection Request form**

**_____** **Will be provided on or before the execution and return of the Feasibility Study Agreement (Attachment B) or the System Impact Study Agreement (Attachment A), as applicable**

**The ISO will post the Project Information on the ISO web site under "New Interconnections" and OASIS.**

## CUSTOMER INFORMATION

**Company Name:**_____

**ISO Customer ID# (If available):**_____

**(Interconnection Customer)**

**Company Address:** **PO Box No.:**

_____

**Street Address:**_____

**City, State ZIP:** _____

**Company Representative:** **Name:** _____

**Title:** _____

**Company Representative's Company and Address (if different from above):**

**Company Name:** _____

**PO Box No.:** _____

**Street Address:** _____

**City, State ZIP:**_ _____

**Phone:** _____ **FAX:** _____ **email:**_____

**This Interconnection Request is submitted by:**

**Authorized Signature:**_____

**Name (type or print):**_____

**Title:**_____

**Date:**_____

***In order for an Interconnection Request to be considered a valid request, it must:***

***(a) Be accompanied by a deposit of $50,000.00 that is provided electronically and which may be refundable in accordance with Section 3.4.1 of the LGIP;***

***(b) For Capacity Network Resource Interconnection Service, include documentation demonstrating Site Control. If for Network Resource Interconnection Service, demonstrate Site Control or post an additional deposit of $10,000.00. If the Interconnection Customer with an Interconnection Request for Network Resource Interconnection Service demonstrates Site Control within the cure period specified in Section 3.4.1 of the LGIP, the additional deposit of $10,000.00 shall be refundable (An Interconnection Customer does not need to demonstrate Site Control for an Interconnection Request for a modification to its existing Large Generating Facility where the Interconnection Customer has certified that it has Site Control and that the proposed modification does not require additional real property);***

***(c) Include a detailed map, such as a map of the quality produced by the U.S. Geological Survey, which clearly indicates the site of the new facility and pertinent surrounding structures; and***

***(d) Include all information required on the Interconnection Request form and attachments thereto; and***

***(e) Include the deposit and all information required for Long Lead Facility treatment, if such treatment is requested in accordance with Section 3.2.3 of the LGIP.***

***The Interconnection Request 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.***

**The technical data required below must be submitted no later than the date of execution of the System Impact Study Agreement pursuant to Section 7.2 of the LGIP.**

## LARGE GENERATING FACILITY DATA

### UNIT RATINGS

| | | |
|---|---|---|
| Kva | °F | Voltage |
| Power Factor | | |
| Speed (RPM) | | Connection (e.g. Wye) |
| Short Circuit Ratio | | Frequency, Hertz |
| Stator Amperes at Rated Kva | | Field Volts |
| Max Turbine MW | °F | |

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 º OR ABOVE

| | |
|---|---|
| Gross Unit Rating (MW) | Gross Lagging (MVAR) |
| Net Unit Rating (MW) | Gross Leading (MVAR) |
| Station Service (MW) | Station Service (MVAR) |

Temperature (ºF)

**GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 50º OR ABOVE**

| | |
|---|---|
| Gross Unit Rating (MW) | Gross Lagging (MVAR) |
| Net Unit Rating (MW) | Gross Leading (MVAR) |
| Station Service (MW) | Station Service (MVAR) |
| Temperature (ºF) | |

**GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 20º OR ABOVE**

| | |
|---|---|
| Gross Unit Rating (MW) | Gross Lagging (MVAR) |
| Net Unit Rating (MW) | Gross Leading (MVAR) |
| Station Service (MW) | Station Service (MVAR) |
| Temperature (º F) | |

**GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 0º OR ABOVE**

| | |
|---|---|
| Gross Unit Rating (MW) | Gross Lagging (MVAR) |
| Net Unit Rating (MW) | Gross Leading (MVAR) |
| Station Service (MW) | Station Service (MVAR) |
| Temperature (ºF) | |

**COMBINED TURBINE-GENERATOR-EXCITER INERTIA DATA**

| | | |
|---|---|---|
| Inertia Constant, H | = | kW sec/kVA |
| Moment-of-Inertia, WR2 | = | lb. ft.2 |

**REACTANCE DATA (PER UNIT-RATED KVA)**

| | **DIRECT AXIS** | **QUADRATURE AXIS** |
|---|---|---|
| Synchronous – saturated | Xdv | Xqv |
| Synchronous – unsaturated | Xdi | Xqi |
| Transient – saturated | X'dv | X'qv |
| Transient – unsaturated | X'di | X'qi |
| Subtransient – saturated | X"dv | X"qv |
| Subtransient – unsaturated | X"di | X"qi |
| Negative Sequence – saturated | X2v | |
| Negative Sequence – unsaturated | X2i | |

**FIELD TIME CONSTANT DATA (SEC)**

| | | |
|---|---|---|
| Zero Sequence – saturated | X0v | |
| Zero Sequence – unsaturated | X0i | |
| Leakage Reactance | Xlm | |
| Open Circuit | T'qo | T'do |
| Three-Phase Short Circuit Transient | T'd3 | T'q |
| Line to Line Short Circuit Transient | T'd2 | |
| Line to Neutral Short Circuit Transient | T'd1 | |
| Short Circuit Subtransient | T"d | T"q |
| Open Circuit Subtransient | T"do | T"qo |

**ARMATURE TIME CONSTANT DATA (SEC)**

| | |
|---|---|
| Three Phase Short Circuit | Ta3 |
| Line to Line Short Circuit | Ta2 |
| Line to Neutral Short Circuit | Ta1 |

NOTE: If requested information is not applicable, indicate by marking "N/A."

**MW CAPABILITY AND PLANT CONFIGURATION**

**LARGE GENERATING FACILITY DATA**

**ARMATURE WINDING RESISTANCE DATA (PER UNIT)**

| | | | |
|---|---|---|---|
| Positive | R1 | | |
| Negative | R2 | | |
| Zero | R0 | | |
| Rotor Short Time Thermal Capacity $I^2t$ | = | | |
| Field Current at Rated kVA, Armature Voltage and PF | = | amps | |
| Field Current at Rated kVA and Armature Voltage, 0 PF | | amps | |
| Three Phase Armature Winding Capacitance | = | microfarad | |
| Field Winding Resistance | = | ohms | °C |
| Armature Winding Resistance (Per Phase) | = | ohms | °C |

**CURVES**

Provide Saturation, Vee, Reactive Capability, Capacity Temperature Correction curves. Designate normal and emergency Hydrogen Pressure operating range for multiple curves.

## GENERATOR STEP-UP TRANSFORMER DATA RATINGS

Capacity Self-cooled/Maximum Nameplate

/ Kva

Voltage Ratio Generator side/System side/Tertiary

/ kV

Winding Connections Generator side/System Side/Tertiary (Delta or Wye)

/

Fixed Taps Available

Present Tap Setting

### IMPEDANCE

| | | | |
|---|---|---|---|
| Positive | Z1 (on self-cooled kVA rating) | % | X/R |
| Zero | Z0 (on self-cooled kVA rating) | % | X/R |

## EXCITATION SYSTEM DATA

Identify appropriate IEEE model block diagram of excitation system and power system stabilizer ("PSS") for computer representation in power system stability simulations and the corresponding excitation system and PSS constants for use in the model.

## GOVERNOR SYSTEM DATA

Identify appropriate IEEE model block diagram of governor system for computer representation in power system stability simulations and the corresponding governor system constants for use in the model.

## WIND 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.

## MODEL REQUIREMENTS

For all Generating Facility types: A completed, fully functioning, public (*i.e.*, non-proprietary, non-confidential) Siemens PTI's ("PSSE") power flow model or other compatible formats, such as IEEE and General Electric Company Power Systems Load Flow ("PSLF") data sheet , must be supplied with this Attachment A. If additional 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 Generating Facilities must be supplied with this Attachment A. 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 PSCAD model is submitted.

**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 DATA FORM**

1. Attach a Geographic Map Demonstrating the Project Layout and its Interconnection to the Power Grid. *(Specify the name of the attachment here)*

2. Attach a Bus-Breaker Based One-line Diagram (The diagram should include each of the individual unit generators, generator number, rating and terminal voltage.) *( Specify the name of the attachment here)*

2.1 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 Xc/B of each circuit (feeder and collector string).

Specify the name of the attachment here: _____

2.2 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 Xc/B of the equivalent circuits (feeders and collector strings).

Specify the name of the attachment here: _____

3. 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.***

4. 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 | |

5. 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 | |

6. Low Voltage Ride Through(LVRT) – _____*(Specify the Manufacturer Model of this Unit)*

Does each Unit have LVRT capability?

Yes__ No__

If yes, please provide:

6.1 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 _____

6.2 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:***

_____

6.3 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:***

_____

7. 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

8. 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

9. 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

10. 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.

11. Unit Reactive Power Control - ____ (Specify the Manufacturer Model of this Unit)

11.1 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_____

11.2 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)***

12.1 Power flow model

12.1.1 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:***

_____

12.1.2 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:***

_____

12.2 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.)***

12.2.1 Wind or inverter-based generating facility Model _____ (Please Specify the Manufacturer Model)

12.2.2 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:***

_____

12.2.3 A dynamic data file with appropriate parameters and settings for the turbines (typically a *.DYR file)

***Attach the *.DYR file and specify the name of the attachment here:***

_____

12.2.4 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:

13.1 Manufacturer model of the power plant controller

_____

13.2 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?

_____

13.4 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:***

_____

14. 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 |

15. 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)***

15.1 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:***

_____

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:_____***

16. 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.

17. 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)***

17.1 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:

_____

17.2 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:

_____

18. 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:

_____

19. 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:***

_____

20. 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-2
To Attachment A of Appendix 1
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 Large Generating Facility in a Cluster Interconnection System Impact Study pursuant to Section 4.2.3.2.2 of this LGIP.

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:_____
   b. Queue Position:_____
   c. 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 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:_____

**The technical data required below must be submitted no later than the date of execution of the Feasibility Study Agreement pursuant to Section 6.1 of the LGIP.**

## LARGE GENERATING FACILITY DATA

### UNIT RATING

| | | |
|---|---|---|
| kVA | °F | Phase to Phase Voltage, kV |
| Rated Power Factor | | |
| Speed (RPM) | | Connection (e.g. Wye) |
| Short Circuit Ratio | | Frequency, Hertz |
| Stator Amperes at Rated, kVA | | Field Volts |
| Max Turbine MW | °F | |

### GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 50ºF OR ABOVE

| | |
|---|---|
| Gross Unit Rating (MW) | Gross Lagging (MVAR) |
| Net Unit Rating (MW) | Gross Leading (MVAR) |
| Station Service (MW) | Station Service (MVAR) |
| Temperature (ºF) | |

### DATA (PER UNIT-RATED KVA AND RATED VOLTAGE)

Saturated Reactance

| | | |
|---|---|---|
| Direct axis positive sequence | $X"_{dv}$ | _____ |
| negative sequence | $X"_{2v}$ | _____ |
| zero sequence | $X"_{0v}$ | _____ |

Resistance

Generator AC resistance $R_a$ _____

negative sequence $R_2$ _____

zero sequence $R_0$ _____

Time Constant (seconds)

Three-phase short circuit armature time constant $T_{a3}$ _____

**CURVES**

Provide Saturation, Vee, Reactive Capability, Capacity Temperature Correction curves. Designate normal and emergency Hydrogen Pressure operating range for multiple curves.

**GENERATOR STEP-UP TRANSFORMER DATA RATINGS**

Capacity — Self-cooled/Maximum Nameplate

/ kVA

Voltage Ratio — Generator side/System side/Tertiary

/ kV

Winding Connections (Delta or Wye) — Generator side/system side /Tertiary

/

Fixed Taps Available

Present Tap Setting

**IMPEDANCE**

**For 2-Winding Transformers**

| | | | |
|---|---|---|---|
| Positive | Z1 (on self-cooled kVA rating) | % | X/R |
| Zero | Z0 (on self-cooled kVA rating) | % | X/R |

**IMPEDANCE**

**For 3-winding transformers**

Positive $Z1_{H-L}$ (on self-cooled kVA rating)_____ %, X/R _____

$Z1_{H-T}$ (on self-cooled kVA rating)_____ %, X/R _____

$Z1_{L-T}$ (on self-cooled kVA rating)_____ %, X/R _____

Zero $Z0_{H-L}$ (on self-cooled kVA rating)_____ %, X/R _____

$Z0_{H-T}$ (on self-cooled kVA rating)_____ %, X/R _____

$Z0_{L-T}$ (on self-cooled kVA rating)_____ %, X/R _____

**FEEDER IMPEDANCE (Per Unit)**

**From GSU to Point of Interconnection**

Positive R1 _____ + j X1 _____ on 100 MVA base

Zero R0 _____ + j X0 _____ on 100 MVA base

**WIND GENERATORS**

Number of generators to be interconnected pursuant to this Interconnection Request: _____

Elevation:_____Single Phase_____Three Phase

Inverter manufacturer, model name, number, and version:

List of adjustable setpoints for the protective equipment or software:

For all generator types: A completed fully functioning, public (*i.e.*, non-proprietary, non-confidential) Siemens PTI's ("PSSE") power flow model or other compatible formats, such as IEEE and General Electric Company Power Systems Load Flow ("PSLF") data sheet, must be supplied with this Attachment B. If additional public data sheets are more appropriate to the proposed device then they shall be provided and discussed at the Scoping Meeting. For all Interconnection Feasibility Studies commencing after January 1, 2017, all power flow models must be standard library models in PSS/E or applicable applications. User-models will not be accepted.

**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:_____

**SURPLUS INTERCONNECTION SERVICE REQUEST APPLICATION**

The Surplus Interconnection Customer submits this application to request Surplus Interconnection Service pursuant to Section 3.3 of this LGIP.

**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.: _____

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.: _____

Street Address: _____

City, State ZIP:_____

Phone: _____ FAX: _____ email:_____

---

**PROJECT INFORMATION**

Description of the Original Interconnection Customer's existing, commercial Large 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:

_____

_____

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:

1. 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;
2. 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 LGIP, 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
3. Site Control for the Surplus Interconnection Customer's Generating Facility.

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**

**INTERCONNECTION FEASIBILITY STUDY AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____ ("Interconnection Customer,") and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware ("System Operator"), and _____, a _____ organized and existing under the laws of the State of _____ ("Interconnecting Transmission Owner"). Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

**WHEREAS,** Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated _____; and

**WHEREAS,** Interconnection Customer desires to interconnect the Large Generating Facility to the Administered Transmission System; and

**WHEREAS,** Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform an Interconnection Feasibility Study to assess the feasibility of interconnecting the proposed Large Generating Facility to the Administered Transmission System, and any Affected Systems.

**NOW, THEREFORE,** in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Large Generator Interconnection

Procedures ("LGIP"), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the "Tariff").

2.0 Interconnection Customer elects and System Operator shall cause to be performed an Interconnection Feasibility Study consistent with Section 6.0 of the LGIP in accordance with the Tariff.

3.0 The scope of the Interconnection Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Interconnection Feasibility Study shall be based on the technical information provided by Interconnection Customer in Attachment B to the Interconnection Request, as may be modified as the result of the Scoping Meeting. System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Feasibility Study and as designated in accordance with Section 3.4.4 of the LGIP. If, after the designation of the Point of Interconnection pursuant to Section 3.4.4 of the LGIP, Interconnection Customer modifies its Interconnection Request pursuant to Section 4.4, the time to complete the Interconnection Feasibility Study may be extended.

5.0 The Interconnection Feasibility Study report shall provide the following information 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 transient analysis, as appropriate, focusing on the issues that are expected to be the most significant for the proposed Large Generating Facility'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 Large Generating Facility'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 Large Generating Facility'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 Large Generating Facility 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 Large Generating Facility to the New England Transmission System and to address the identified short circuit and power flow issues; and
- to the extent the Interconnection Customer requested a preliminary analysis as described in this Section 6.2 of the LGIP, the report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

In accordance with the LGIP, in performing the Interconnection Feasibility Study, System Operator and Interconnecting Transmission Owner shall

coordinate with each other and Affected Parties, and shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

6.0 The Interconnection Customer is providing 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 3.7 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 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 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**

**INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this _____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____ ("Interconnection Customer,") and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware ("System Operator"), and _____, a _____ organized and existing under the laws of the State of _____ ("Interconnecting Transmission Owner"). Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

**WHEREAS,** Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated _____; and

**WHEREAS,** Interconnection Customer desires to interconnect the Large Generating Facility to the Administered Transmission System;

**WHEREAS,** System Operator and Interconnecting Transmission Owner have completed an Interconnection Feasibility Study (the "Feasibility Study") and provided the results of said study to the Interconnection Customer, or Interconnection Customer has requested that the Feasibility Study be completed as part of the System Impact Study pursuant to Section 6.1 of the LGIP, or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the "Tariff")(This recital is to be omitted if Interconnection Customer has elected to forego the Interconnection Feasibility Study); and

**WHEREAS,** Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform an Interconnection System Impact Study to assess the impact of

interconnecting the Large Generating Facility to the Administered Transmission System, and any Affected Systems.

**NOW, THEREFORE,** in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Large Generator Interconnection Procedure ("LGIP").

2.0 Interconnection Customer elects and System Operator and Interconnecting Transmission Owner shall cause to be performed an Interconnection System Impact Study consistent with Section 7.0 of the LGIP in accordance with the Tariff.

3.0 The scope of the Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study, whether performed separately or as part of the Interconnection System Impact Study, and the technical information provided by Interconnection Customer in Attachment A to the Interconnection Request, subject to any modifications in accordance with Section 4.4 of the LGIP. System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection System Impact Study. If Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.

5.0 The Interconnection System Impact Study report shall provide the following information:

- identification of any circuit breaker or other facility short circuit capability limits exceeded as a result of the interconnection;
- identification of any thermal overload of any transmission facility or system voltage limit violations resulting from the interconnection;
- initial review of grounding requirements and electric system protection;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection;
- description and non-binding, good faith estimated cost of and the time to construct the facilities required to interconnect the Large Generating Facility to the Administered Transmission System and to address the identified short circuit, instability, and power flow issues; and
- to the extent the Interconnection Customer requested a preliminary analysis as described in this Section 7.4 of the LGIP, the report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

6.0 The Interconnection Customer is providing a deposit equal to:

i. the greater of 100 percent of the estimated cost of the Interconnection System Impact Study or $250,000;
or

ii. the lower of 100 percent of the estimated cost of the Interconnection System Impact Study or $50,000, if the Interconnection Customer is providing herewith either:

(a) evidence of applications for all Major Permits, as defined in Section III.13.1.1.2.2.2(a) of the Tariff, required in support of the Interconnection Request, or provide certification that Major Permits are not required or

(b) evidence acceptable to the System Operator of At-Risk Expenditures (excluding study cots) totaling at least the amounts of money described in (i) above.

or

iii the lower of 100 percent of the estimated costs of the study or $50,000 if the Interconnection Request is for a modification to an existing Large Generating Facility that does not increase the energy capability or capacity capability of the Large Generating Facility.

The deposit shall be applied toward the cost of the Interconnection System Impact Study and the development of this Interconnection System Impact Study Agreement and its attachment(s) and the LGIA. Interconnecting Transmission Owner's and System Operator's good faith estimate for the 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 shall be paid by or refunded to the Interconnection Customer, as appropriate.

Upon receipt of the Interconnection System Impact Study, System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Interconnection System Impact Study.
System Operator and Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the

work to be conducted on the Interconnection System Impact Study each month. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice.

In accordance with the LGIP, in performing the Interconnection System Impact Study, System Operator and Interconnecting Transmission Owner shall coordinate with Affected Parties, shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

7.0 Miscellaneous.

7.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection System Impact Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection System Impact Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection System Impact Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection System Impact Study, the

content of the Interconnection System Impact Study, or the conclusions of the Interconnection System Impact Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System

Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, an Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds

or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection System Impact Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection System Impact Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 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.

| | |
|---|---|
| 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 System Impact
Study Agreement

**ASSUMPTIONS USED IN CONDUCTING THE INTERCONNECTION SYSTEM IMPACT STUDY**

The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study, whether performed separately or as part of the Interconnection System Impact Study, subject to any modifications in accordance with Section 4.4 of the LGIP, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

Designation of alternative Point(s) of Interconnection and configuration.

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer, System Operator, and Interconnecting Transmission Owner]

**APPENDIX 4**

**INTERCONNECTION FACILITIES STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this _____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____ ("Interconnection Customer,") and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware ("System Operator"), and _____, a _____ organized and existing under the laws of the State of _____ ("Interconnecting Transmission Owner"). Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

**WHEREAS,** Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated ; and

**WHEREAS,** Interconnection Customer desires to interconnect the Large Generating Facility to the Administered Transmission System; and

**WHEREAS,** System Operator and Interconnecting Transmission Owner have completed an Interconnection System Impact Study (the "System Impact Study") and provided the results of said study to the Interconnection Customer; and

**WHEREAS,** Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Large Generating Facility to the Administered Transmission System.

**NOW, THEREFORE,** in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Large Generator Interconnection Procedures ("LGIP"), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the "Tariff").

2.0 Interconnection Customer elects and System Operator shall cause an Interconnection Facilities Study consistent with Section 8.0 of the LGIP to be performed in accordance with the Tariff.

3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.

4.0 The Interconnection Facilities Study report (i) shall provide a description, estimated cost of (consistent with Attachment A), and schedule for required facilities to interconnect the Large Generating Facility to the Administered Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.

5.0 The Interconnection Customer is providing a deposit equal to:

i. the greater of 25 percent of the estimated cost of the Interconnection Facilities Study or $250,000;
or

ii. the greater of 100 percent of the estimated monthly cost of the Interconnection Facilities Study Agreement or $100,000, if the Interconnection Customer can provide either:

(a) evidence of application for all Major Permits, as defined in Section III.13.1.1.2.2.2(a) of the Tariff, required in support of the Interconnection Request, or provide certification that Major Permits are not required or

(b) evidence acceptable to the System Operator of At-Risk Expenditures (excluding Interconnection Study costs) totaling at least the amount of the money in (i) above, not including the At-Risk Expenditures demonstrated with the Interconnection System Impact Study Agreement, if applicable.

or

iii. the greater of 100 percent of one month's estimated study cost or $100,000, if the Interconnection Request is for a modification to an existing Large Generating Facility that does not increase the energy capability or capacity capability of the Large Generating Facility.

The deposit shall be applied toward the cost of the Interconnection Facilities Study and the development of this Interconnection Facilities Study Agreement and its attachment(s) and the LGIA. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

The total estimated cost of the performance of the Interconnection Facilities Study consists of $_____ which is comprised of the System Operator's estimated cost of $_____ and the Interconnecting Transmission Owner's estimated cost of $_____. Any difference between the deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to the Interconnection Customer, as appropriate. Upon receipt of the Interconnection Facilities Study, System Operator and

Interconnecting Transmission Owner shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Facilities Study. System Operator and Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice.
In accordance with the LGIP, in performing the Interconnection Facilities Study, Interconnecting Transmission Owner and System Operator shall coordinate with Affected Parties, shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

6.0 Miscellaneous.

6.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

6.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Facilities Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Facilities Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Facilities Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or

otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Facilities Study, the content of the Interconnection Facilities Study, or the conclusions of the Interconnection Facilities Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

6.3 Force Majeure, Liability and Indemnification.

6.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

6.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its

gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

6.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by

Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

6.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Facilities Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

6.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection Facilities Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.7 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.

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 4
Interconnection Facilities
Study Agreement

**INTERCONNECTION CUSTOMER SCHEDULE ELECTION FOR CONDUCTING THE INTERCONNECTION FACILITIES STUDY**

Interconnection Customer elects (check one):

☐ +/- 20 percent cost estimate contained in the Interconnection Facilities Study report.

☐ +/- 10 percent cost estimate contained in the Interconnection Facilities Study report.

Interconnecting Transmission Owner and System Operator shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to the Interconnection Customer within the following number of days after of receipt of an executed copy of this Interconnection Facilities Study Agreement:

- ninety (90) Calendar Days with no more than a +/- 20 percent cost estimate contained in the report, or

- one hundred eighty (180) Calendar Days with no more than a +/- 10 percent cost estimate contained in the report.

**DATA FORM TO BE PROVIDED BY INTERCONNECTION CUSTOMER**
**WITH THE**
**INTERCONNECTION FACILITIES STUDY AGREEMENT**

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

One set of metering is required for each generation connection to the new ring bus or existing New England Transmission System station. Number of generation connections:

On the one line indicate the generation capacity attached at each metering location. (Maximum load on Current Transformer/Power Transformer ("CT/PT"))

On the one line indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

Will an alternate source of auxiliary power be available during CT/PT maintenance?
Yes _____ No _____

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes _____ No _____

(Please indicate on one line).

What type of control system or Power Line Carrier ("PLC") will be located at the Interconnection Customer's Large Generating Facility?

What protocol does the control system or PLC use?

Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

Line length from interconnection station to Interconnecting Transmission Owner's transmission line.

Tower number observed in the field. (Painted on tower leg)*

Number of third party easements required for transmission lines*:

* To be completed in coordination with System Operator and Interconnecting Transmission Owner.

Is the Large Generating Facility in Interconnecting Transmission Owner's service area?

Yes _____ No _____ Local provider:
Please provide proposed schedule dates:
Begin Construction Date:
Generator step-up transformer Date:
Receives back feed power Date
Generation Testing Date:
Commercial Operation Date:

**APPENDIX 5**

**OPTIONAL INTERCONNECTION STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this _____day of _____, 20___by and between _____, a _____ organized and existing under the laws of the State of _____ ("Interconnection Customer,") and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware ("System Operator"), and _____, a _____ organized and existing under the laws of the State of _____ ("Interconnecting Transmission Owner"). Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

**WHEREAS,** Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated _____; and

**WHEREAS,** Interconnection Customer is proposing to establish an interconnection to the Administered Transmission System; and

**WHEREAS,** Interconnection Customer has submitted to System Operator an Interconnection Request; and

**WHEREAS,** on or after the date when the Interconnection Customer receives the Interconnection System Impact Study results, Interconnection Customer has further requested that the System Operator and Interconnecting Transmission Owner prepare an Optional Interconnection Study.

**NOW, THEREFORE,** in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Large Generator Interconnection Procedures ("LGIP"), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the "Tariff").

2.0 Interconnection Customer elects and System Operator shall cause an Optional Interconnection Study consistent with Section 10.0 of the LGIP to be performed in accordance with the Tariff.

3.0 The scope of the Optional Interconnection Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Optional Interconnection Study shall be performed solely for informational purposes.

5.0 The Optional Interconnection Study report shall provide a sensitivity analysis based on the assumptions specified by the Interconnection Customer in Attachment A to this Agreement. The Optional Interconnection Study will identify Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the assumptions specified by the Interconnection Customer in Attachment A.

In accordance with the LGIP, in performing the Optional Interconnection Study, the System Operator shall coordinate with Interconnecting Transmission Owner and Affected Parties, and shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

6.0 The Interconnection Customer is providing 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 LGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located, without regard to any choice of laws provisions.

7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed

severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.

7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.

7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instances; rather, the same shall be and remain in full force and effect.

7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

| | |
|---|---|
| System Operator | Interconnecting Transmission Owner |
| By: | By: |
| Title: | Title: |
| Date: | Date: |

[Insert name of Interconnection Customer]
By:
Title:
Date:

Attachment A

Appendix 5

Optional Interconnection

Study Agreement

**ASSUMPTIONS USED IN CONDUCTING**

**THE OPTIONAL INTERCONNECTION STUDY**

[To be completed by Interconnection Customer consistent with Section 10 of the LGIP.]

**APPENDIX 6**

**LARGE GENERATOR INTERCONNECTION AGREEMENT**

**TABLE OF CONTENTS**

**THIS STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT** ("Agreement") is made and entered into this ____ day of _____ 20__, by and between _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ ("Interconnection Customer" with a Large Generating Facility), ISO New England Inc., a non-stock corporation organized and existing under the laws of the State of Delaware ("System Operator"), and _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ ("Interconnecting Transmission Owner"). Under this Agreement, the Interconnection Customer, System Operator, and Interconnecting Transmission Owner each may be referred to as a "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS,** System Operator is the central dispatching agency provided for under the Transmission Operating Agreement ("TOA") which has responsibility for the operation of the New England Control Area from the System Operator control center and the administration of the Tariff; and

**WHEREAS**, Interconnecting Transmission Owner is the owner or possessor of an interest in the Administered Transmission System; and

**WHEREAS**, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Large Generating Facility in Appendix C to this Agreement; and

**WHEREAS,** System Operator, Interconnection Customer and Interconnecting Transmission Owner have agreed to enter into this Agreement for the purpose of interconnecting the Large Generating Facility to the Administered Transmission System.

**NOW, THEREFORE,** in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this Standard Large Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used.

## ARTICLE 1. DEFINITIONS

The definitions contained in this Article 1 and those definitions embedded in an Article of this Agreement are intended to apply in the context of the generator interconnection process provided for in Schedule 22 (and its appendices). To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for purposes of generator interconnections under Schedule 22. Capitalized terms in Schedule 22 that are not defined in this Article 1 shall have the meanings specified in Section I.2.2 of the Tariff.

**Administered Transmission System** shall mean the PTF, the Non-PTF, and distribution facilities that are subject to the Tariff.

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

**Affected Party** shall mean the entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the interconnection process.

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

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

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

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

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

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

**Base Case** shall have the meaning specified in Section 2.3 of the Large Generator Interconnection Procedures ("LGIP").

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

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

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

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

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

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

**Capacity Network Resource Capability ("CNR Capability")** shall mean: (i) in the case of a Generating Facility that is a New Generating Capacity Resource pursuant to Section III.13.1 of the Tariff or an Existing Generating Capacity Resource that is increasing its capability pursuant to Section III.13.1.2.2.5 of the Tariff, for Summer, the highest megawatt amount of the Capacity Supply Obligation obtained by the Generating Facility in accordance with Section III.13 of the Tariff, and, if applicable, as specified in a filing by the System Operator with the Commission in accordance with Section III.13.8.2 of the Tariff, net of any megawatt amount reductions resulting from capacity terminations or retirements (including permanent de-list bids) in accordance with Section III.13 of the Tariff, and, for Winter, the Summer CNR Capability multiplied by the ratio of the associated Winter Qualified Capacity divided by the associated Summer Qualified Capacity, or (ii) in the case of a Generating Facility that meets the

criteria under Section 5.2.3 of this LGIP, the total megawatt amount determined pursuant to the hierarchy established in Section 5.2.3, net of any megawatt amount reductions resulting from capacity terminations or retirements (including permanent de-list bids) in accordance with Section III.13 of the Tariff. CNR Capability shall not exceed the maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter. Where the Generating Facility includes multiple production devices, the CNR Capability shall not exceed the aggregate maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter.

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

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

**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 4.2.1 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 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.

**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 a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

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

**Confidential Information** shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise.

Confidential Information shall include, but not be limited to, information that is confidential pursuant to the ISO New England Information Policy.

**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.

**Default** shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Standard Large Generator Interconnection Agreement.

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

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

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

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

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

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

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

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

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

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

**Hazardous Substances** shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

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

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

**Interconnecting Transmission Owner** shall mean a Transmission Owner that owns, leases or otherwise possesses an interest in, 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 Large Generator Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator.

**Interconnecting Transmission Owner's Interconnection Facilities** shall mean all facilities and equipment owned, controlled, or operated by Interconnecting Transmission Owner from the Point of

Change of Ownership to the Point of Interconnection as identified in Appendix A to the Standard Large Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Interconnecting Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

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

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

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

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

Transmission System. The scope of the study is defined in Section 8 of the Standard Large Generator Interconnection Procedures.

**Interconnection Facilities Study Agreement** shall mean the form of agreement contained in Appendix 4 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

**Interconnection Feasibility Study** shall mean a preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Administered Transmission System, the scope of which is described in Section 6 of the Standard Large Generator Interconnection Procedures. The Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

**Interconnection Feasibility Study Agreement** shall mean the form of agreement contained in Appendix 2 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

**Interconnection Request** (a) shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Standard Large Generator Interconnection Procedures, in accordance with the Tariff, to: (i) interconnect a new Generating Facility to the Administered Transmission System as either a CNR or a NR; (ii) 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 Generating 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. Interconnection Request shall not include: (i) a retail customer interconnecting a new Generating Facility that will produce electric energy to be consumed only on the retail customer's site; (ii) a request to interconnect a new Generating Facility to a distribution facility that is subject to the Tariff if the Generating Facility will not be used to make wholesale sales of electricity in interstate commerce; or (iii) a request to interconnect a Qualifying Facility (as defined by the Public Utility Regulatory Policies Act, as amended by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying Facility's owner intent is to sell 100% of the Qualifying Facility's output to its interconnected electric utility.

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

**Interconnection Study** shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, the Interconnection Facilities Study and the Optional Interconnection Study described in the Standard Large Generator Interconnection Procedures. Interconnection Study shall not include a CNR Group Study.

**Interconnection Study Agreement** shall mean any of the following agreements: the Interconnection Feasibility Study Agreement, the Interconnection System Impact Study Agreement, the Interconnection Facilities Study Agreement, and the Optional Interconnection Study Agreement attached to the Standard Large Generator Interconnection Procedures.

**Interconnection System Impact Study** shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of the Administered Transmission System and any other Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system

modifications, focusing on Adverse System Impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Large Generator Interconnection Procedures. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

**Interconnection System Impact Study Agreement** shall mean the form of agreement contained in Appendix 3 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection System Impact Study.

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

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

**Long Lead Time Facility ("Long Lead Facility")** shall mean a Generating Facility or an Elective Transmission Upgrade with an Interconnection Request for Capacity Network Resource Interconnection Service or Capacity Network Import Interconnection Service, respectively, that has, as applicable, elected or requested long lead time treatment and met the eligibility criteria and requirements specified in Schedule 22 or Schedule 25 of Section II of the Tariff..

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

**Major Permits** shall be as defined in Section III.13.1.1.2.2.2(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 a later queue priority date; (ii) a change to the design or operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected with the Administered Transmission System that may have a significant adverse effect on the reliability or operating characteristics of the New England Transmission System; (iii) a delay to the Commercial Operation Date, In-Service Date, or Initial Synchronization Date of greater than three (3) years where the reason for delay is unrelated to construction schedules or permitting which delay is beyond the Interconnection Customer's control; or (iv) except as provided in Section 3.2.3.4 of the LGIP, a withdrawal of a request for Long Lead Facility treatment; or (v) except as provided in Section 3.2.3.6 of the LGIP, an election to participate in an earlier Forward Capacity Auction than originally anticipated.

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

**Network Capability Interconnection Standard ("NC Interconnection Standard")** shall mean the minimum criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting

against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

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

**Network Resource Capability ("NR Capability")** shall mean the maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. Where the Generating Facility includes multiple energy production devices, the NR Capability shall be the aggregate maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. NR Capability shall be equal to or greater than the CNR Capability. In the case of a Generating Facility that meets the criteria under Section 5.2.4 of this LGIP, the NR Capability shall equal the total megawatt amount determined pursuant to Section 5.2.4.

**Network Resource Interconnection Service ("NR Interconnection Service")** shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Generating Facility to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer's NR Interconnection Service shall be solely for the megawatt amount of the NR Capability requested pursuant to Section 3.1 of the LGIP. NR Interconnection Service in and of itself does not convey transmission service.

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

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

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

**Optional Interconnection Study Agreement** shall mean the form of agreement contained in Appendix 5 of the Standard Large Generator Interconnection Procedures for conducting the Optional Interconnection Study.

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

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

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

**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 Large 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, requests for transmission service and notification of requests for interconnection to other electric systems, as notified by the other electric systems, that impact the Administered Transmission System. References to a "higher-queued" Interconnection Request shall mean one that has been received by the System Operator (and placed in queue order) earlier than another Interconnection Request, which is referred to as "lower-queued."

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

**Scoping Meeting** shall mean the meeting between representatives of the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

**Site Control** shall mean documentation reasonably demonstrating: (a) that the Interconnection Customer is the owner in fee simple of the real property or holds an easement for which new interconnection is sought; (b) that the Interconnection Customer holds a valid written leasehold or other contractual interest in the real property for which new interconnection is sought; (c) that the Interconnection Customer holds a valid written option to purchase or a leasehold interest in the real property for which new interconnection is sought; (d) that the Interconnection Customer holds a duly executed written contract to purchase, acquire an easement, a license or a leasehold interest in the real property for which new interconnection is sought; or (e) that the Interconnection Customer has filed applications for required permits to site on federal or state property.

**Stand Alone Network Upgrades** shall mean Network Upgrades that are not part of an Affected System 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, and Interconnecting Transmission Owner must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Standard Large Generator Interconnection Agreement. If the System Operator, Interconnecting Transmission Owner, and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the System Operator must provide the Interconnection Customer a written technical explanation outlining why the System Operator does not consider the Network Upgrade to be a Stand Alone Network Upgrade within 15 Business Days of its determination.

**Standard Large Generator Interconnection Agreement ("LGIA")** shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility, that is included in this Schedule 22 to the Tariff.

**Standard Large Generator Interconnection Procedures ("LGIP")** shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that are included in this Schedule 22 to the Tariff.

**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 that has achieved Commercial Operation, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the same Point of Interconnection would remain the same.

**Study Case** shall have the meaning specified in Sections 6.2 and 7.3 of this LGIP.

**System Protection Facilities** shall mean the equipment, including necessary signal protection communications equipment, required to protect (1) the New England Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from

faults or other electrical system disturbances occurring on the New England Transmission System or on other delivery systems or other generating systems to which the New England Transmission System is directly connected.

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

**Unused Capability** shall mean: (i) in the case of NR Interconnection Service at an existing, commercial Generating Facility, for Summer, the Summer NR Capability minus the latest Seasonal Claimed Capability for Summer as corrected to 50 degrees F, and, for Winter, the Winter NR Capability minus the latest Seasonal Claimed Capability for Winter as corrected to 0 degrees F; and (ii) in the case of CNR Interconnection Service at an existing, commercial Generating Facility, for Summer, the Summer CNR Capability minus the latest Summer Qualified Capacity, and for Winter, the Winter CNR Capability minus the latest Winter Qualified Capacity.

## ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION

**2.1** **Effective Date**. This LGIA shall become effective upon execution by the Parties subject to acceptance by the Commission (if applicable), or if filed unexecuted, upon the date specified by the Commission. System Operator and Interconnecting Transmission Owner shall promptly and jointly file this LGIA with the Commission upon execution in accordance with Section 11.3 of the LGIP and Article 3.1, if required.

**2.2** **Term of Agreement.** This LGIA, subject to the provisions of Article 2.3, and by mutual agreement of the Parties, shall remain in effect for a period of _____ years from the Effective Date (*term to be specified in individual Agreement, but in no case should the term be less than ten (10) years from the Effective Date or such other longer period as the Interconnection Customer may request)* and shall be automatically renewed for each successive one-year period thereafter.

**2.3** **Termination Procedures.**

**2.3.1 Written Notice.** This LGIA may be terminated by the Interconnection Customer, subject to continuing obligations of this LGIA and the Tariff, after giving the System Operator and Interconnecting Transmission Owner ninety (90) Calendar Days advance written notice, or by System Operator or Interconnecting Transmission Owner notifying the Commission after a Generating Facility retires pursuant to the Tariff, provided that if an Interconnection Customer exercises its right to terminate on ninety (90) Calendar Days, any reconnection would be treated as a new interconnection request; or this LGIA may be terminated by Interconnecting Transmission Owner or System Operator by notifying the Commission after the Generating Facility permanently ceases Commercial Operation.

**2.3.2 Default.** Each Party may terminate this LGIA in accordance with Article 17. Notwithstanding Articles 2.3.1 and 2.3.2, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing, if applicable, with the Commission of a notice of termination of this LGIA, which notice has been accepted for filing by the Commission. Termination of the LGIA shall not supersede or alter any requirements for deactivation or retirement of a generating unit under ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**2.4 Termination Costs.** If a Party elects to terminate this LGIA pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party(ies), as of the date of such Party's(ies') receipt of such notice of termination, that are the responsibility of such Party(ies) under this LGIA. In the event of termination by a Party, all Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this LGIA, unless otherwise ordered or approved by the Commission:

2.4.1 With respect to any portion of the Interconnecting Transmission Owner's Interconnection Facilities, Network Upgrades, or Distribution Upgrades to the extent covered by this

LGIA, that have not yet been constructed or installed, the Interconnecting Transmission Owner shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and the Interconnecting Transmission Owner shall deliver such material and equipment, and, if necessary, and to the extent possible, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Interconnecting Transmission Owner for any or all such costs of materials or equipment not taken by Interconnection Customer, either (i) in the case of overpayment, Interconnecting Transmission Owner shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by the Interconnecting Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts, or (ii) in the case of underpayment, Interconnection Customer shall promptly pay such amounts still due plus any costs, including penalties incurred by Interconnecting Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this LGIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Network Upgrades for which the Interconnecting Transmission Owner has incurred expenses and has not been reimbursed by the Interconnection Customer.

2.4.2 Interconnecting Transmission Owner may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Interconnecting Transmission Owner shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this LGIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

**2.5 Disconnection.** Upon termination of this LGIA, Interconnection Service shall terminate and, the Parties will take all appropriate steps to disconnect the Large Generating Facility from the Interconnecting Transmission Owner's Interconnection Facilities. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from a non-terminating Party's Default of this LGIA or such non-terminating Party otherwise is responsible for these costs under this LGIA.

**2.6 Survival.** This LGIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this LGIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this LGIA was in effect; and to permit each Party to have access to the lands of the other Party(ies) pursuant to this LGIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

## ARTICLE 3. REGULATORY FILINGS

**3.1 Filing**. The System Operator and Interconnecting Transmission Owner shall jointly file this LGIA (and any amendment hereto) with the appropriate Governmental Authority, if required, in accordance with Section 11.3 of the LGIP. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If the Interconnection Customer has executed this LGIA, or any amendment thereto, the Interconnection Customer shall reasonably cooperate with the System Operator and Interconnecting Transmission Owner with respect to such filing and to provide any information

reasonably requested by the System Operator and/or the Interconnecting Transmission Owner needed to comply with applicable regulatory requirements.

## ARTICLE 4. SCOPE OF SERVICE

**4.1 Interconnection Product Options.** Interconnection Customer has selected the following (checked) type(s) of Interconnection Service:

Check: ___ NR for NR Interconnection Service (NR Capability Only)

___ CNR for CNR Interconnection Service (CNR Capability and NR Capability)

**4.1.1 Capacity Network Resource Interconnection Service (CNR Interconnection Service)**.

**4.1.1.1 The Product**. The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and the Interconnecting Transmission Owner and Affected Parties must construct the Network Upgrades needed to interconnect the Large Generating Facility in a manner comparable to that in which all other Capacity Network Resources are interconnected under the CC Interconnection Standard. CNR Interconnection Service allows the Interconnection Customer's Large Generating Facility to be designated as a Capacity Network Resource, to participate in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the net CNR Capability, or as otherwise provided in Market Rule 1, Section III of the Tariff, on the same basis as all other existing Capacity Network Resources, and to be studied as a Capacity Network Resource on the assumption that such a designation will occur.

**4.1.2 Network Resource Interconnection Service (NR Interconnection Service).**

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

**4.2 Provision of Service**. System Operator and Interconnecting Transmission Owner shall provide Interconnection Service for the Large Generating Facility at the Point of Interconnection.

**4.3 Performance Standards**. Each Party shall perform all of its obligations under this LGIA in accordance with Applicable Laws and Regulations, the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such requirements and standards, such Party shall not be deemed to be in Breach of this LGIA for its compliance therewith. If such Party is the Interconnecting Transmission Owner, then that Party shall amend the LGIA and System Operator, in conjunction with the Interconnecting Transmission Owner, shall submit the amendment to the Commission for approval.

**4.4 No Transmission Delivery Service**. The execution of this LGIA does not constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity

service, energy service, or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

**4.5 Transmission Delivery Service Implications**. CNR Interconnection Service and NR Interconnection Service allow the Interconnection Customer's Large Generating Facility to be designated by any Network Customer under the Tariff on the New England Transmission System as a Capacity Network Resource or Network Resource, up to the net CNR Capability or NR Capability, respectively, on the same basis as all other existing Capacity Network Resources and Network Resources interconnected to the New England Transmission System, and to be studied as a Capacity Network Resource or a Network Resource on the assumption that such a designation will occur. Although CNR Interconnection Service and NR Interconnection Service do not convey a reservation of transmission service, any Network Customer can utilize its network service under the Tariff to obtain delivery of capability from the Interconnection Customer's Large Generating Facility in the same manner as it accesses Capacity Network Resources and Network Resources. A Large Generating Facility receiving CNR Interconnection Service or NR Interconnection Service may also be used to provide Ancillary Services, in accordance with the Tariff and Market Rule 1, after technical studies and/or periodic analyses are performed with respect to the Large Generating Facility's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Capacity Network Resource or Network Resource. However, if an Interconnection Customer's Large Generating Facility has not been designated as a Capacity Network Resource or as a Network Resource by any load, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all Generating Facilities that are similarly situated.

CNR Interconnection Service and NR Interconnection Service do not necessarily provide the Interconnection Customer with the capability to physically deliver the output of its Large Generating Facility to any particular load on the New England Transmission System without incurring congestion costs. In the event of transmission constraints on

the New England Transmission System, the Interconnection Customer's Large Generating Facility shall be subject to the applicable congestion management procedures for the New England Transmission System in the same manner as other Capacity Network Resources or Network Resources.

There is no requirement either at the time of study or interconnection, or at any point in the future, that the Interconnection Customer's Large Generating Facility be designated as a Capacity Network Resource or as a Network Resource by a Network Service Customer under the Tariff or that the Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Large Generating Facility as either a Capacity Network Resource or a Network Resource, it must do so pursuant to the Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining CNR Interconnection Service or NR Interconnection Service, as long as the Large Generating Facility has not been deemed to be retired, any future transmission service request for delivery from the Large Generating Facility on the New England Transmission System of any amount of capacity capability and/or energy capability will not require that any additional studies be performed or that any further upgrades associated with such Large Generating Facility be undertaken, regardless of whether or not such Large Generating Facility is ever designated by a Network Customer as a Capacity Network Resource or Network Resource, and regardless of changes in ownership of the Large Generating Facility. To the extent the Interconnection Customer enters into an arrangement for long-term transmission service for deliveries from the Large Generating Facility outside the New England Transmission System, or if the unit has been deemed to be retired, such request may require additional studies and upgrades in order for Interconnecting Transmission Owner to grant such request.

**4.6 Interconnection Customer Provided Services.** The services provided by Interconnection Customer under this LGIA are set forth in Article 9.6 and Article 13.4. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

## ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

**5.1 Options**. Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall specify the In-Service Date, Initial Synchronization Date, and Commercial Operation Date as specified in the Interconnection Request or as subsequently revised pursuant to Section 4.4 of the LGIP; and select either the Standard Option or Alternate Option set forth below, and such dates and selected option shall be set forth in Appendix B (Milestones). At the same time, Interconnection Customer shall indicate whether it elects to exercise the Option to Build set forth in Article 5.1.3 below. If the dates designated by Interconnection Customer are not acceptable to Interconnecting Transmission Owner, Interconnecting Transmission Owner shall so notify Interconnection Customer within thirty (30) Calendar Days. Upon receipt of the notification that Interconnection Customer's designated dates are not acceptable to Interconnecting Transmission Owner, the Interconnection Customer shall notify Interconnecting Transmission Owner within thirty (30) Calendar Days whether it elects to exercise the Option to Build if it has not already elected to exercise the Option to Build. In accordance with Section 8 of the LGIP and unless otherwise mutually agreed, the Alternate Option is not an available option if the Interconnection Customer waived the Interconnection Facilities Study.

**5.1.1 Standard Option**. The Interconnecting Transmission Owner shall design, procure, and construct the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades by the dates set forth in Appendix B (Milestones). The Interconnecting Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event the Interconnecting Transmission Owner reasonably expects that it will not be able to complete the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades by the specified dates, the Interconnecting Transmission Owner shall

promptly provide written notice to the Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

**5.1.2 Alternate Option**. If the dates designated by Interconnection Customer are acceptable to Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall so notify Interconnection Customer within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities by the designated dates.
If Interconnecting Transmission Owner subsequently fails to complete Interconnecting Transmission Owner's Interconnection Facilities by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades by the Initial Synchronization Date to the extent necessary to allow for Trial Operation at full power output, unless other arrangements are made by the Parties for such Trial Operation; or fails to complete the Network Upgrades by the Commercial Operation Date, as such dates are reflected in Appendix B (Milestones); Interconnecting Transmission Owner shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each day that the applicable System Operator refuses to grant clearances to install equipment.

**5.1.3 Option to Build**. Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of new Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2; provided that the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades do not involve the moving or outage of existing transmission equipment (except for the outage necessary to tie-in the completed Interconnecting Transmission Owner's Interconnection Facility and Stand Alone Network Upgrade to the existing system), in which case the Option to Build is not available. The System Operator, Interconnecting Transmission Owner, and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A to the LGIA.

Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

**5.1.4 Negotiated Option**. If the dates designated by Interconnection Customer are not acceptable to Interconnecting Transmission Owner, 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 all facilities other than the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects to exercise the Option to Build under Article 5.1.3). If the Parties are unable to reach agreement on such terms and conditions, then, pursuant to Article 5.1.1 (Standard Option), Interconnecting Transmission Owner shall assume responsibility for the design, procurement and construction of all facilities other than the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects to exercise the Option to Build.

**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 commit in the LGIA to a schedule for the completion of, and provide the System Operator evidence of proceeding with: (a) engineering and design of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades, (b) procurement of necessary equipment and ordering of long lead time material, and (c) construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(2) 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;

(3) 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;

(4) 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;

(5) prior to commencement of construction, Interconnection Customer shall provide to Interconnecting Transmission Owner any changes to the schedule for construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades reflected in Appendix B (Milestones), and shall promptly respond to requests for information from Interconnecting Transmission Owner;

(6) 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;

(7) 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;

(8) 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);

(9) the Interconnection Customer shall transfer control of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the Interconnecting Transmission Owner prior to the In-Service Date;

(10) 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 prior to the In-Service Date;

(11) 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;

(12) 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; and

(13) If Interconnection Customer exercises the Option to Build pursuant to Article 5.1.3, Interconnection Customer shall pay Interconnecting Transmission Owner the actual costs for Interconnecting Transmission Owner to execute the responsibilities enumerated to Interconnecting Transmission Owner under Article 5.2. Interconnecting Transmission Owner shall invoice Interconnection Customer pursuant to Article 12.

**5.3 Liquidated Damages**. The actual damages to the Interconnection Customer, in the event the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades are not

completed by the dates designated by the Interconnection Customer and accepted by the Interconnecting Transmission Owner pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by the Interconnecting Transmission Owner to the Interconnection Customer in the event that Interconnecting Transmission Owner does not complete any portion of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to ½ of 1 percent per day of the actual cost of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, in the aggregate, for which Interconnecting Transmission Owner has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades for which the Interconnecting Transmission Owner has assumed responsibility to design, procure, and construct. The foregoing payments will be made by the Interconnecting Transmission Owner to the Interconnection Customer as just compensation for the damages caused to the Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this LGIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Interconnecting Transmission Owner's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for the Large Generating Facility's Trial Operation or to export power from the Large Generating Facility on the specified dates, unless the Interconnection Customer would have been able to commence use of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for Large Generating Facility's Trial Operation or to export power from the Large Generating Facility, but for Interconnecting Transmission Owner's delay; (2) the Interconnecting Transmission Owner's failure to meet the specified dates is the result of the

action or inaction of the Interconnection Customer or any other Interconnection Customer who has entered into an LGIA with the Interconnecting Transmission Owner or any cause beyond Interconnecting Transmission Owner's reasonable control or reasonable ability to cure, including, but not limited to, actions by the System Operator that cause delays and/or delays in licensing, permitting or consents where the Interconnecting Transmission Owner has pursued such licenses, permits or consents in good faith; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

**5.4** **Power System Stabilizers**. If a Power System Stabilizer is required to be installed on the Large Generating Facility for the purpose of maintaining system stability, the Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with the guidelines and procedures established by the System Operator and Interconnecting Transmission Owner, and consistent with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The System Operator and Interconnecting Transmission Owner reserve the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Large Generating Facility. If the Large Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, the Interconnection Customer shall immediately notify the System Operator and Interconnecting Transmission Owner, or their designated representative. The requirements of this paragraph shall not apply to non-synchronous power production equipment.

**5.5** **Equipment Procurement**. If responsibility for construction of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades is to be borne by the Interconnecting Transmission Owner, then the Interconnecting Transmission Owner shall commence design of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

**5.5.1** The Interconnecting Transmission Owner has completed the Facilities Study pursuant to the Facilities Study Agreement;

**5.5.2** The Interconnecting Transmission Owner has received written authorization to proceed with design and procurement from the Interconnection Customer by the date specified in Appendix B (Milestones); and

**5.5.3** The Interconnection Customer has provided security to the Interconnecting Transmission Owner in accordance with Article 11.5 by the dates specified in Appendix B (Milestones).

**5.6 Construction Commencement**. The Interconnecting Transmission Owner shall commence construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

**5.6.1** Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

**5.6.2** Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades;

**5.6.3** The Interconnecting Transmission Owner has received written authorization to proceed with construction from the Interconnection Customer by the date specified in Appendix B (Milestones); and

**5.6.4** The Interconnection Customer has provided security to Interconnecting Transmission Owner in accordance with Article 11.5 by the dates specified in Appendix B (Milestones).

**5.7 Work Progress**. The Interconnection Customer and the Interconnecting Transmission Owner shall keep each Party informed, by written quarterly progress reports, as to the progress of their respective design, procurement and construction efforts in order to meet the dates specified in Appendix B (Milestones). Any Party may also, at any other time, request a written progress report from the other Parties. If, at any time, the Interconnection Customer determines that the completion of the Interconnecting Transmission Owner's Interconnection Facilities will not be required until after the specified In-Service Date, the Interconnection Customer, upon the System Operator's approval that the change in the In-Service Date will not constitute a Material Modification pursuant to Section 4.4 of the LGIP, will provide written notice to the Interconnecting Transmission Owner of such later date upon which the completion of the Interconnecting Transmission Owner's Interconnection Facilities will be required.

**5.8 Information Exchange**. As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with the New England Transmission System, and shall work diligently and in good faith to make any necessary design changes.

**5.9 Other Interconnection Options**.

**5.9.1 Limited Operation.** If any of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Large Generating Facility, System Operator and the Interconnecting Transmission Owner shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Large Generating Facility and the Interconnection Customer's Interconnection Facilities may operate prior to the completion of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this LGIA. System Operator and Interconnecting Transmission Owner shall permit Interconnection Customer to operate the Large Generating Facility and the Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

**5.9.2 Provisional Interconnection Service**. Prior to the commencement of the Interconnection System Impact Study associated with a Large Generating Facility, an Interconnection Customer may request 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 Large Generator Interconnection Agreement or Interconnection Customer may request the filing of an unexecuted Provisional Large 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 Large 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 Large Generating Facility are in place prior to the commencement of Interconnection Service from the Large 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 Large 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 Large Generating Facility in the Provisional Large 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 Large Generator Interconnection Agreement and the Large Generator Interconnection Agreement, including changes in output limits and Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities cost responsibilities.

**5.10 Interconnection Customer's Interconnection Facilities ("ICIF")**. Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades).

**5.10.1 Large Generating Facility Specifications**. Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Interconnecting Transmission Owner at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Interconnecting Transmission Owner shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of the Interconnecting Transmission Owner and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

**5.10.2 Interconnecting Transmission Owner's Review**. Interconnecting Transmission Owner's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Large Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Interconnecting Transmission Owner, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of the Interconnecting Transmission Owner.

**5.10.3 ICIF Construction**. The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, the Interconnection Customer shall deliver to the Interconnecting Transmission Owner "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Large Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Interconnection Customer's step-up transformers, the facilities connecting the Large Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Large Generating Facilities. The Interconnection Customer shall provide Interconnecting Transmission Owner specifications for the excitation system, automatic voltage regulator, Large Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

**5.11 Interconnecting Transmission Owner's Interconnection Facilities Construction**. The Interconnecting Transmission Owner's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, the Interconnecting Transmission Owner shall deliver to the Interconnection Customer the following "as-built" drawings, information and documents for the Interconnecting Transmission Owner's Interconnection Facilities. The appropriate drawings and relay diagrams shall be included in Appendix A of this LGIA.

The System Operator will obtain operational control of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities pursuant to the TOA.

**5.12 Access Rights**. Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at the incremental cost to another Party ("Access Party") any rights of use, licenses, rights of way and easements with

respect to lands owned or controlled by the Granting Party, its agents if allowed under the applicable agency agreement, that are necessary to enable the Access Party solely to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Large Generating Facility with the Administered Transmission System; (ii) operate and maintain the Large Generating Facility, the Interconnection Facilities and the New England Transmission System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this LGIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

**5.13 Lands of Other Property Owners**. If any part of the Interconnecting Transmission Owner's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall at Interconnection Customer's expense use Reasonable Efforts, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove the Interconnecting Transmission Owner's Interconnection Facilities and/or Network Upgrades upon such property. Notwithstanding the foregoing, the Interconnecting Transmission Owner shall not be obligated to exercise eminent domain authority in a manner inconsistent with Applicable Laws and Regulations or when an Interconnection Customer is authorized under Applicable Laws and Regulations to exercise eminent domain on its own behalf.

**5.14 Permits.** System Operator, Interconnecting Transmission Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses, and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Interconnecting Transmission Owner shall provide permitting assistance to the Interconnection Customer comparable to that provided to the Interconnecting Transmission Owner's own, or an Affiliate's generation.

**5.15 Early Construction of Base Case Facilities.** Interconnection Customer may request Interconnecting Transmission Owner to construct, and Interconnecting Transmission Owner shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Administered Transmission System, which are included in the Base Case of the Facilities Study for the Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date. The Interconnection Customer shall reimburse the Interconnecting Transmission Owner for all costs incurred related to early construction to the extent such costs are not recovered from other Interconnection Customers included in the base case.

**5.16 Suspension.** Interconnection Customer reserves the right, upon written notice to Interconnecting Transmission Owner and System Operator, to suspend at any time all work by Interconnecting Transmission Owner associated with the construction and installation of Interconnecting Transmission Owner's Interconnection Facilities and/or Network Upgrades required under this LGIA with the condition that the New England Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and the System Operator's and Interconnecting Transmission Owner's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Interconnecting Transmission Owner (i) has incurred pursuant to this LGIA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the New England Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Interconnecting Transmission Owner cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Interconnecting Transmission Owner shall obtain Interconnection Customer's authorization to do so. Interconnecting Transmission Owner shall invoice Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the event

Interconnection Customer suspends work by Interconnecting Transmission Owner required under this LGIA pursuant to this Article 5.16, and has not requested Interconnecting Transmission Owner to recommence the work required under this LGIA on or before the expiration of three (3) years following commencement of such suspension, this LGIA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Interconnecting Transmission Owner and System Operator, if no effective date is specified. A suspension under this Article 5.16 does not automatically permit an extension of the In-Service Date, the Initial Synchronization Date or the Commercial Operation Date. A request for extension of such dates is subject to Section 4.4.5 of the LGIP. Notwithstanding the extensions permitted under Section 4.4.5 of the LGIP, the three-year period shall in no way result in an extension of the In-Service Date, the Initial Synchronization Date or the Commercial Operation Date that exceeds seven (7) years from the date of the Interconnection Request; otherwise, this LGIA shall be deemed terminated.

**5.17 Taxes.**

**5.17.1 Payments Not Taxable.** The Parties intend that all payments or property transfers made by any Party for the installation of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

**5.17.2 Representations and Covenants.** In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Large Generating Facility will pass to another party prior to the transmission of the electricity on the New England Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to the Interconnecting Transmission Owner for the Interconnecting Transmission Owner's Interconnection Facilities will be capitalized by Interconnection

Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of the Interconnecting Transmission Owner's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Large Generating Facility. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Interconnecting Transmission Owner's request, Interconnection Customer shall provide Interconnecting Transmission Owner with a report from an independent engineer confirming its representation in clause (iii), above. Interconnecting Transmission Owner represents and covenants that the cost of the Interconnecting Transmission Owner's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

**5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon Interconnecting Transmission Owner.** Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Interconnecting Transmission Owner from the cost consequences of any current tax liability imposed against Interconnecting Transmission Owner as the result of payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner under this LGIA, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Interconnecting Transmission Owner.

The Interconnecting Transmission Owner shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this LGIA unless (i) Interconnecting Transmission Owner has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner should be reported as

income subject to taxation or (ii) any Governmental Authority directs Interconnecting Transmission Owner to report payments or property as income subject to taxation; provided, however, that Interconnecting Transmission Owner may require Interconnection Customer to provide security, in a form reasonably acceptable to Interconnecting Transmission Owner (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Interconnecting Transmission Owner for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Interconnecting Transmission Owner of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period, and the applicable statute of limitation, as it may be extended by the Interconnecting Transmission Owner upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

**5.17.4 Tax Gross-Up Amount.** Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Interconnecting Transmission Owner, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1) the current taxes imposed on Interconnecting Transmission Owner ("Current Taxes") on the excess of (a) the gross income realized by Interconnecting Transmission Owner as a result of payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner under this LGIA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit the Interconnecting Transmission Owner to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount

described in clause (1).For this purpose, (i) Current Taxes shall be computed based on Interconnecting Transmission Owner composite federal and state tax rates at the time the payments or property transfers are received and Interconnecting Transmission Owner will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Interconnecting Transmission Owner's anticipated tax depreciation deductions as a result of such payments or property transfers by Interconnecting Transmission Owner current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Transmission Owner pursuant to this Article 5.17.4 can be expressed as follows: (Current Tax Rate x (Gross Income Amount – Present Value of Tax Depreciation))/(1-Current Tax Rate). Interconnection Customer's estimated tax liability in the event taxes are imposed shall be stated in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades).

**5.17.5 Private Letter Ruling or Change or Clarification of Law**. At Interconnection Customer's request and expense, Interconnecting Transmission Owner shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Interconnecting Transmission Owner under this LGIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Interconnecting Transmission Owner and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Interconnecting Transmission Owner shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Interconnecting Transmission Owner shall allow Interconnection Customer to attend all meetings with IRS officials about the request and

shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

**5.17.6 Subsequent Taxable Events**. If, within ten (10) years from the date on which the relevant Interconnecting Transmission Owner's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenant contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this LGIA terminates and Interconnecting Transmission Owner retains ownership of the Interconnection Facilities and Network Upgrades, the Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Interconnecting Transmission Owner, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

**5.17.7 Contests**. In the event any Governmental Authority determines that Interconnecting Transmission Owner's receipt of payments or property constitutes income that is subject to taxation, Interconnecting Transmission Owner shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Interconnecting Transmission Owner may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Interconnecting Transmission Owner may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Interconnecting Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Interconnecting Transmission Owner shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Interconnecting Transmission Owner may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Interconnecting Transmission Owner, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Interconnecting Transmission Owner for the tax at issue in the contest.

**5.17.8 Refund.** In the event that (a) a private letter ruling is issued to Interconnecting Transmission Owner which holds that any amount paid or the value of any property transferred by Interconnection Customer to Interconnecting Transmission Owner under the terms of this LGIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Interconnecting Transmission Owner in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Interconnecting Transmission Owner under the terms of this LGIA is not taxable to Interconnecting Transmission Owner, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Interconnecting Transmission Owner are not subject to federal income tax, or (d) if Interconnecting Transmission Owner receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Interconnecting Transmission Owner pursuant to this LGIA,

Interconnecting Transmission Owner shall promptly refund to Interconnection Customer the following:

(i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,

(ii) interest on any amounts paid by Interconnection Customer to Interconnecting Transmission Owner for such taxes which Interconnecting Transmission Owner did not submit to the taxing authority, interest calculated in accordance with the methodology set forth in the Commission's regulations at 18 CFR §35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Interconnecting Transmission Owner refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Interconnecting Transmission Owner, any refund or credit Interconnecting Transmission Owner receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to the Interconnecting Transmission Owner for such overpayment of taxes (including any reduction in interest otherwise payable by Interconnecting Transmission Owner to any Governmental Authority resulting from an offset or credit); provided, however, that Interconnecting Transmission Owner will remit such amount promptly to Interconnection Customer only after and to the extent that Interconnecting Transmission Owner has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to the Interconnecting Transmission Owner's Interconnection Facilities.

The intent of this provision is to leave Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities and Network

Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

**5.17.9 Taxes Other Than Income Taxes.** Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Interconnecting Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Interconnecting Transmission Owner for which Interconnection Customer may be required to reimburse Interconnecting Transmission Owner under the terms of this LGIA. Interconnection Customer shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, Interconnecting Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Interconnecting Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Interconnecting Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Interconnecting Transmission Owner.

**5.18 Tax Status**. Each Party shall cooperate with the others to maintain the other Party's(ies') tax status. Nothing in this LGIA is intended to adversely affect any Interconnecting Transmission Owner's tax-exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

**5.19 Modification**.

**5.19.1 General.** Either Interconnection Customer or Interconnecting Transmission Owner may undertake modifications to its facilities. If a Party plans to undertake a modification that

reasonably may be expected to affect the other Party's facilities, the facilities of any Affected Parties, or the New England Transmission System, that Party shall provide to the other Parties and any Affected Party: (i) sufficient information regarding such modification so that the other Party(ies) may evaluate the potential impact of such modification prior to commencement of the work; and (ii) such information as may be required by the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Large Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party(ies) at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed. Notwithstanding the foregoing, no Party shall be obligated to proceed with a modification that would constitute a Material Modification and therefore require an Interconnection Request under the LGIP, except as provided under and pursuant to the LGIP.

In the case of Large Generating Facility or Interconnection Customer's Interconnection Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Interconnecting Transmission Owner shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the New England Transmission System, Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

**5.19.2 Standards.** Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this LGIA and Good Utility Practice.

**5.19.3 Modification Costs.** Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Interconnecting Transmission Owner makes to the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System to facilitate the interconnection of a third party to the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System, or to provide transmission service to a third party under the Tariff, except as provided for under the Tariff or any other applicable tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to the Large Generating Facility or Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

## ARTICLE 6. TESTING AND INSPECTION

**6.1 Pre-Commercial Operation Date Testing and Modifications.** Prior to the Commercial Operation Date, the Interconnecting Transmission Owner shall test Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades and Interconnection Customer shall test the Large Generating Facility and the Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Large Generating Facility only if it has arranged for the delivery of such test energy.

**6.2 Post-Commercial Operation Date Testing and Modifications.** Each Interconnection Customer and Interconnecting Transmission Owner shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, as may be necessary to ensure the continued interconnection of the Large Generating Facility to the Administered Transmission System in a safe and reliable manner. The Interconnection Customer and

Interconnecting Transmission Owner each shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's(ies') facilities, at the requesting Party's expense, as may be in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The System Operator shall also have the right to require reasonable additional testing of the other Party's (ies') facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**6.3 Right to Observe Testing.** Each Party shall notify the System Operator and other Party(ies) in advance of its performance of tests of its Interconnection Facilities. The other Party(ies) has the right, at its own expense, to observe such testing.

**6.4 Right to Inspect.** Each Party shall have the right, but shall have no obligation to: (i) observe the other Party's(ies') tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers; (ii) review the settings of the other Party's(ies') System Protection Facilities and other protective equipment; and (iii) review the other Party's(ies') maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. Each Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Parties. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be governed by Article 22.

## ARTICLE 7. METERING

**7.1 General.** Each Party shall comply with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, regarding metering. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment. Unless the System Operator otherwise agrees, the Interconnection Customer shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the capacity and energy being transmitted under this Tariff and to communicate the information to the System Operator. Unless otherwise agreed, such equipment shall remain the property of the Interconnecting Transmission Owner.

**7.2 Check Meters.** Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check Interconnecting Transmission Owner's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this LGIA, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by Interconnecting Transmission Owner or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

**7.3 Standards.** Interconnecting Transmission Owner shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards and the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**7.4 Testing of Metering Equipment.** Interconnecting Transmission Owner shall inspect and test all Interconnecting Transmission Owner-owned Metering Equipment upon installation and thereafter as specified in the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Interconnecting Transmission Owner shall give reasonable notice of the time when any inspection or test shall take place, and Interconnection Customer may have

representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than the values specified within ISO New England Operating Documents, or successor documents, from the measurement made by the standard meter used in the test, the Interconnecting Transmission Owner shall adjust the measurements, in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**7.5 Metering Data.** At Interconnection Customer's expense, metered data shall be telemetered to one or more locations designated by System Operator and Interconnecting Transmission Owner. The hourly integrated metering, established in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, used to transmit Megawatt hour ("MWh") per hour data by electronic means and the Watt-hour meters equipped with kilowatt-hour ("kwh") or MWh registers to be read at month's end shall be the official measurement of the amount of energy delivered from the Large Generating Facility to the Point of Interconnection. Instantaneous metering is required for all Generators in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

## ARTICLE 8. COMMUNICATIONS

**8.1 Interconnection Customer Obligations.** Interconnection Customer shall maintain satisfactory operating communications with the System Operator and Interconnecting Transmission Owner in accordance with applicable provisions of ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**8.2 Remote Terminal Unit.** Prior to the Initial Synchronization Date of the Large Generating Facility, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Interconnection Customer or Interconnecting Transmission Owner at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by System Operator and Interconnecting

Transmission Owner through use of a dedicated point-to-point data circuit(s). The communication protocol for the data circuit(s) shall be specified by System Operator and Interconnecting Transmission Owner. All information required by the ISO New England Operating Documents, or successor documents, must be telemetered directly to the location(s) specified by System Operator and Interconnecting Transmission Owner.
Each Party will promptly advise the other Party(ies) if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party(ies). The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

**8.3 No Annexation.** Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

**8.4 Provision of Data from an Intermittent Power Resource.** The Interconnection Customer whose Generating Facility is an Intermittent Power Resource shall provide meteorological and forced outage data to the System Operator to the extent necessary for the System Operator's development and deployment of power production forecasts for that class of Intermittent Power Resources. The Interconnection Customer with an Intermittent Power Resource having wind as the energy source, at a minimum, will be required to provide the System Operator with site-specific meteorological data including: temperature, wind speed, wind direction, and atmospheric pressure. The Interconnection Customer with an Intermittent Power Resource having solar as the energy source, at a minimum, will be required to provide the System Operator with site-specific meteorological data including: temperature, atmospheric pressure, and irradiance. The System Operator and Interconnection Customer whose Generating Facility is an Intermittent Power Resource shall mutually agree to any additional meteorological data that are required for the development and deployment of a power product forecast. The Interconnection Customer whose Generating Facility is an Intermittent Power Resource also shall submit data to the System Operator regarding all forced outages to the extent necessary for the System Operator's development and deployment of power production forecasts for that class of Intermittent Power Resources. The exact specifications of the meteorological and forced outage data to be provided

by the Interconnection Customer to the System Operator, including the frequency and timing of data submittals, shall be made taking into account the size and configuration of the Intermittent Power Resource, its characteristics, location, and its importance in maintaining generation resource adequacy and transmission system reliability in its area. All requirements for meteorological and forced outage data must be commensurate with the power production forecasting employed by the System Operator. Such requirements for meteorological and forced outage data are set forth in Appendix C, Interconnection Details, of this LGIA, as they may change from time to time.

## ARTICLE 9. OPERATIONS

**9.1 General.** Each Party shall comply with applicable provisions of ISO New England Operating Documents, Reliability Standards, or successor documents, regarding operations. Each Party shall provide to the other Party(ies) all information that may reasonably be required by the other Party(ies) to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

**9.2 Control Area Notification.** Before Initial Synchronization Date, the Interconnection Customer shall notify the System Operator and Interconnecting Transmission Owner in writing in accordance with ISO New England Operating Documents, Reliability Standards, or successor documents. If the Interconnection Customer elects to have the Large Generating Facility dispatched and operated from a remote Control Area other than the Control Area in which the Large Generating Facility is physically located, and if permitted to do so by the relevant transmission tariffs and ISO New England Operating Documents, Reliability Standards, or successor documents, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this LGIA, and remote Control Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Large Generating Facility in the other Control Area for dispatch and operations.

**9.3 Interconnecting Transmission Owner and System Operator Obligations.** Interconnecting Transmission Owner and System Operator shall cause the Interconnecting Transmission Owner's

Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this LGIA and ISO New England Operating Documents, Reliability Standards, or successor documents. Interconnecting Transmission Owner or System Operator may provide operating instructions to Interconnection Customer consistent with this LGIA, ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Interconnecting Transmission Owner's and System Operator's operating protocols and procedures as they may change from time to time. Interconnecting Transmission Owner and System Operator will consider changes to their operating protocols and procedures proposed by Interconnection Customer.

**9.4 Interconnection Customer Obligations.** Interconnection Customer shall at its own expense operate, maintain and control the Large Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA and ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.5 Start-Up and Synchronization.** The Interconnection Customer is responsible for the proper start-up and synchronization of the Large Generating Facility to the New England Transmission System in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.6 Reactive Power and Primary Frequency Response.**

**9.6.1 Power Factor Design Criteria.**

**9.6.1.1 Synchronous Generation.** Interconnection Customer shall design the Large Generating Facility and all generating units comprising the Large Generating Facility, as applicable, to maintain a composite power delivery at continuous rated power output at the Point of Interconnection 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 synchronous (and non-wind non-synchronous generators as specified in Appendix G, Section A.ii.4 to the LGIA) generators in the Control Area on a comparable basis and in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.6.1.2 Non-Synchronous Generation.** The power factor design criteria requirements applicable to non-synchronous Generating Facilities shall be as specified in in Appendix G to the LGIA. The Low Voltage Ride-Through Capability requirements applicable to wind and inverter-based Generating Facilities shall be as specified in Appendix G to the LGIA.

**9.6.2 Voltage Schedules.** Once the Interconnection Customer has synchronized the Large Generating Facility to the New England Transmission System, Interconnection Customer shall operate the Large Generating Facility at the direction of System Operator and Interconnecting Transmission Owner in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, regarding voltage schedules in accordance with such requirements.

**9.6.2.1 Voltage Regulators.** The Interconnection Customer must keep and maintain a voltage regulator on all generating units comprising a Large Generating Facility in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. All Interconnection Customers that have, or are required to have, automatic voltage regulation shall normally operate the Large Generating Facility with its voltage regulators in automatic operation.

It is the responsibility of the Interconnection Customer to maintain the voltage regulator in good operating condition and promptly report to the System Operator and Interconnecting Transmission Owner any problems that could cause interference with its proper operation.

**9.6.2.2 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.

**9.6.4 Primary Frequency Response.**

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 Large 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 Large 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 ±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 Large 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 Large 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 Large 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 Large Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Large Generating Facility with the New England Transmission System, Interconnection Customer shall operate the Large Generating Facility consistent with the provisions specified in Articles 9.6.4.1 and 9.6.4.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Large Generating Facilities.

**9.6.4.1 Governor or Equivalent Controls.** Whenever the Large Generating Facility is operated in parallel with the New England Transmission System, Interconnection Customer shall operate the Large 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 ±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 Large 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 Large Generating Facility's governor or equivalent controls to a minimum whenever the Large Generating Facility is operated in parallel with the New England Transmission System.

**9.6.4.2 Timely and Sustained Response.** Interconnection Customer shall ensure that the Large 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 Large 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 Large 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.

**9.6.4.3 Exemptions.** Large Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Articles 9.6.4, 9.6.4.1, and 9.6.4.2 of this Agreement. Large 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 9.6.4, but shall be otherwise exempt from the operating requirements in Articles 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.4 of this Agreement.

**9.6.4.4 Electric Storage Resources.** Interconnection Customer interconnecting a Large Generating Facility that is an electric storage resource shall establish an operating range in Appendix C of its LGIA 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 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.3 of this Agreement. Appendix C 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 Appendix C 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 9.6.4.2 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.

**9.7 Outages and Interruptions.**

**9.7.1 Outages.**

**9.7.1.1 Outage Authority and Coordination.** The System Operator shall have the authority to coordinate facility outages in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Each Party may in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, in coordination with the other Party(ies), remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's(ies') facilities as necessary to perform maintenance or testing or to install or replace equipment, subject to the oversight of System Operator in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.1.2 Outage Schedules.** Outage scheduling, and any related compensation, shall be in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.2 Interruption of Service.** In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, the System

Operator or Interconnecting Transmission Owner may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect System Operator's or Interconnecting Transmission Owner's ability to perform such activities as are necessary to safely and reliably operate and maintain the New England Transmission System.

**9.7.3 Under-Frequency and Over Frequency Conditions.** Interconnection Customer shall implement under-frequency and over-frequency relay set points for the Large Generating Facility as required by the applicable provisions of ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Large Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with System Operator and Interconnecting Transmission Owner in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.4 System Protection and Other Control Requirements.**

**9.7.4.1 System Protection Facilities.** Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Interconnecting Transmission Owner shall install at Interconnection Customer's expense, in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, any System Protection Facilities that may be required on the Interconnecting Transmission Owner Interconnection Facilities or the New England Transmission System as a result of the interconnection of the Large Generating Facility and the Interconnection Customer's Interconnection Facilities.

**9.7.4.2** Each Party's protection facilities shall be designed and coordinated with other systems in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.4.3** Each Party shall be responsible for protection of its facilities consistent with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.4.4** Each Party's protective relay design shall allow for tests required in Article 6.

**9.7.4.5** Each Party will test, operate and maintain System Protection Facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**9.7.5 Requirements for Protection.** In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and compliance with Good Utility Practice , Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Large Generating Facility to any short circuit occurring on the New England Transmission System not otherwise isolated by Interconnecting Transmission Owner's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the New England Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Large Generating Facility and the New England Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Large Generating Facility and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Large

Generating Facility and Interconnection Customer's other equipment if conditions on the New England Transmission System could adversely affect the Large Generating Facility.

**9.7.6 Power Quality.** A Party's facilities shall not cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard.

**9.8 Switching and Tagging Rules.** Each Party shall provide the other Party(ies) with a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

**9.9 Use of Interconnection Facilities by Third Parties.**

**9.9.1 Purpose of Interconnection Facilities.** Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Large Generating Facility to the Administered Transmission System and shall be used for no other purpose.

**9.9.2 Third Party Users.** If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use the Interconnecting Transmission Owner's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Interconnecting Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed-upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs

associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Interconnecting Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed-upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to the Commission for resolution.

**9.10 Disturbance Analysis Data Exchange.** The Parties will cooperate with one another in the analysis of disturbances to either the Large Generating Facility or the New England Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

## ARTICLE 10. MAINTENANCE

**10.1 Interconnecting Transmission Owner and Customer Obligations.** Interconnecting Transmission Owner and Interconnection Customer shall each maintain that portion of its respective facilities that are part of the New England Transmission System and the Interconnecting Transmission Owner's Interconnection Facilities in a safe and reliable manner and in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**10.2 Operating and Maintenance Expenses.** Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation,

maintenance, repair and replacement of Interconnecting Transmission Owner's Interconnection Facilities, Stand Alone Network Upgrades, Network Upgrades and Distribution Upgrades.

## ARTICLE 11. PERFORMANCE OBLIGATION

**11.1 Interconnection Customer's Interconnection Facilities.** Interconnection Customer shall design, procure, construct, install, own and/or control the Interconnection Customer's Interconnection Facilities described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades) at its sole expense.

**11.2 Interconnecting Transmission Owner's Interconnection Facilities.** Interconnecting Transmission Owner shall design, procure, construct, install, own and/or control the Interconnecting Transmission Owner's Interconnection Facilities described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades) at the sole expense of the Interconnection Customer.

**11.3 Network Upgrades and Distribution Upgrades.** Interconnecting Transmission Owner shall design, procure, construct, install, and own the Network Upgrades, and to the extent provided by Article 5.1, Stand Alone Network Upgrades, and Distribution Upgrades described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades). The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Unless the Interconnecting Transmission Owner elects to fund the capital for the Network Upgrades, they shall be solely funded by the Interconnection Customer.

**11.4 Cost Allocation; Compensation; Rights; Affected Systems**

**11.4.1 Cost Allocation.** Cost allocation of Generator Interconnection Related Upgrades shall be in accordance with Schedule 11 of Section II of the Tariff.

**11.4.2 Compensation.** Any compensation due to the Interconnection Customer for increases in transfer capability to the PTF resulting from its Generator Interconnection Related Upgrade shall be determined in accordance with Sections II and III of the Tariff.

**11.4.3 Rights.** Notwithstanding any other provision of this LGIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades.

**11.4.4 Special Provisions for Affected Systems.** The Interconnection Customer shall enter into separate related facilities agreements to address any upgrades to the Affected System(s) that are necessary for safe and reliable interconnection of the Interconnection Customer's Generating Facility.

**11.5 Provision of Security.** At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of an Interconnecting Transmission Owner's Interconnection Facilities, Network Upgrades, or Distribution Upgrades, Interconnection Customer shall provide Interconnecting Transmission Owner a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Interconnecting Transmission Owner in accordance with Section 7 of Schedule 11 of the Tariff. In addition:

**11.5.1** The guarantee must be made by an entity that meets the creditworthiness requirements of Interconnecting Transmission Owner, and contain terms and conditions that guarantee payment of any amount that may be due from Interconnection Customer, up to an agreed-to maximum amount.

**11.5.2** The letter of credit must be issued by a financial institution reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

**11.5.3** The surety bond must be issued by an insurer reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

**11.6 Interconnection Customer Compensation.** If System Operator or Interconnecting Transmission Owner requests or directs Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.4.1 of this LGIA, Interconnection Customer shall be compensated pursuant to the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition.** Interconnection Customer shall be compensated for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the New England Transmission System during an Emergency Condition in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

## ARTICLE 12. INVOICE

**12.1 General.** Each Party shall submit to the other Party(ies), on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party(ies) under this LGIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

**12.2 Final Invoice.** Within six months after completion of the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades, Interconnecting Transmission Owner shall provide an invoice of the final cost of the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the

actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Interconnecting Transmission Owner shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice. Interconnection Customer shall pay to Interconnecting Transmission Owner any amount by which the actual payment by Interconnection Customer for estimated costs falls short of the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

**12.3 Payment.** Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by any Party will not constitute a waiver of any rights or claims the other Party(ies) may have under this LGIA.

**12.4 Disputes.** In the event of a billing dispute between Interconnecting Transmission Owner and Interconnection Customer, Interconnecting Transmission Owner shall continue to provide Interconnection Service under this LGIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Interconnecting Transmission Owner or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Interconnecting Transmission Owner may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accord with the methodology set forth in the Commission's Regulations at 18 CFR § 35.19a(a)(2)(iii).

## ARTICLE 13. EMERGENCIES

**13.1 Obligations.** Each Party shall comply with the Emergency Condition procedures of the System Operator in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**13.2 Notice.** Interconnecting Transmission Owner or System Operator as applicable shall notify Interconnection Customer and System Operator or Interconnecting Transmission Owner as applicable, promptly when it becomes aware of an Emergency Condition that affects the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify Interconnecting Transmission Owner and System Operator promptly when it becomes aware of an Emergency Condition that affects the Large Generating Facility or the Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the New England Transmission System or the Interconnecting Transmission Owner's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Interconnecting Transmission Owner's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

**13.3 Immediate Action.** Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Interconnecting Transmission Owner and System Operator, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Large Generating Facility or the Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by the Interconnecting Transmission Owner or the System Operator or otherwise regarding the New England Transmission System.

**13.4 System Operator's and Interconnecting Transmission Owner's Authority.**

**13.4.1 General.** System Operator or Interconnecting Transmission Owner may take whatever actions or inactions with regard to the New England Transmission System or the Interconnecting Transmission Owner's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the New England Transmission System or Interconnecting Transmission Owner's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or the Interconnection Customer's Interconnection Facilities. System Operator and Interconnecting Transmission Owner may, on the basis of technical considerations, require the Large Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.4.2; directing the Interconnection Customer to assist with black start (if available) or restoration efforts; or altering the outage schedules of the Large Generating Facility and the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of System Operator's and Interconnecting Transmission Owner's operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer's design limitations of the Large Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

**13.4.2 Reduction and Disconnection.** System Operator and Interconnecting Transmission Owner may reduce Interconnection Service or disconnect the Large Generating Facility or the Interconnection Customer's Interconnection Facilities when such reduction or disconnection is necessary in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. These rights are

separate and distinct from any right of curtailment of the System Operator and Interconnecting Transmission Owner pursuant to the Tariff. When the System Operator and Interconnecting Transmission Owner can schedule the reduction or disconnection in advance, System Operator and Interconnecting Transmission Owner shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. System Operator and Interconnecting Transmission Owner shall coordinate with the Interconnection Customer in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents to schedule the reduction or disconnection during periods of least impact to the Interconnection Customer and the System Operator and Interconnecting Transmission Owner. Any reduction or disconnection shall continue only for so long as reasonably necessary in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The Parties shall cooperate with each other to restore the Large Generating Facility, the Interconnection Facilities, and the New England Transmission System to their normal operating state as soon as practicable in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

**13.5 Interconnection Customer Authority.** In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents and the LGIA and the LGIP, the Interconnection Customer may take whatever actions or inactions with regard to the Large Generating Facility or the Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the New England Transmission System and the Interconnecting Transmission Owner's Interconnection Facilities. System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to assist Interconnection Customer in such actions.

**13.6 Limited Liability.** Except as otherwise provided in Article 11.6.1 of this LGIA, a Party shall not be liable to another Party for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

## ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW

**14.1 Regulatory Requirements.** Each Party's obligations under this LGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this LGIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act or the Public Utility Holding Company Act of 1935, as amended. To the extent that a condition arises that could result in Interconnection Customer's inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978, the Parties shall engage in good faith negotiations to address the condition so that such result will not occur and so that this LGIA can be performed.

**14.2 Governing Law.**

**14.2.1** The validity, interpretation and performance of this LGIA and each of its provisions shall be governed by the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles.

**14.2.2** This LGIA is subject to all Applicable Laws and Regulations.

**14.2.3** Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

## ARTICLE 15. NOTICES

**15.1 General.** Unless otherwise provided in this LGIA, any notice, demand or request required or permitted to be given by a Party to another Party and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F (Addresses for Delivery of Notices and Billings).

A Party may change the notice information in this LGIA by giving five (5) Business Days written notice prior to the effective date of the change.

**15.2 Billings and Payments.** Billings and payments shall be sent to the addresses set out in Appendix F.

**15.3 Alternative Forms of Notice.** Any notice or request required or permitted to be given by a Party to another Party and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

**15.4 Operations and Maintenance Notice.** Each Party shall notify the other Party(ies) in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

## ARTICLE 16. FORCE MAJEURE

**16.1 Force Majeure.**

**16.1.1** Economic hardship is not considered a Force Majeure event.

**16.1.2** A Party shall not be considered to be in Default with respect to any obligation hereunder (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party(ies) in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

## ARTICLE 17. DEFAULT

### 17.1 Default.

**17.1.1 General.** No Breach shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this LGIA or the result of an act or omission of the other Party(ies). Upon a Breach, the non-Breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the Breaching Party shall have thirty (30) Calendar Days from receipt of the Breach notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the Breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Breach notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

**17.1.2 Right to Terminate.** If a Breach is not cured as provided in this Article, or if a Breach is not capable of being cured within the period provided for herein, the non-Breaching Party(ies) shall have the right to terminate this LGIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not those Parties terminate this LGIA, to recover from the Breaching Party all amounts due hereunder, plus all other damages and remedies to which they are entitled at law or in equity. The provisions of this Article will survive termination of this LGIA.

## ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

Notwithstanding any other provision of this Agreement, the liability, indemnification and insurance provisions of the Transmission Operating Agreement ("TOA") or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner and the liability, indemnification and insurance provisions of the Tariff apply to the relationship between the System Operator and the Interconnection Customer and between the Interconnecting Transmission Owner and the Interconnection Customer.

**18.1 Indemnity.** Each Party shall at all times indemnify, defend, and save the other Party(ies) harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's(ies') action or inactions of their obligations under this LGIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by an indemnified Party.

**18.1.1 Indemnified Person.** If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party

contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

**18.1.2 Indemnifying Party.** If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

**18.1.3 Indemnity Procedures.** Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in

the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in which event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

**18.2 Consequential Damages.** Other than the Liquidated Damages heretofore described, in no event shall a Party be liable under any provision of this LGIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

**18.3 Insurance.** The Interconnecting Transmission Owner and the Interconnection Customer shall, at their own expense, maintain in force throughout the period of this LGIA, and until released by the other Party(ies), the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

**18.3.1** Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.

**18.3.2** Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available

and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death, and property damage.

**18.3.3** Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

**18.3.4** Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars ($20,000,000) per occurrence/Twenty Million Dollars ($20,000,000) aggregate.

**18.3.5** The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party(ies), its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this LGIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

**18.3.6** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only

one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

**18.3.7** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this LGIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

**18.3.8** The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this LGIA.

**18.3.9** Within ten (10) days following execution of this LGIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this LGIA, executed by each insurer or by an authorized representative of each insurer.

**18.3.10** Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program, provided that such Party's senior secured debt is rated at investment grade, or better, by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this Article, it shall notify the other Party(ies) that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

**18.3.11** The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this LGIA.

## ARTICLE 19. ASSIGNMENT

**19.1** **Assignment.** This LGIA may be assigned by any Party only with the written consent of the other Parties; provided that the Parties may assign this LGIA without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this LGIA; and provided further that the Interconnection Customer shall have the right to assign this LGIA, without the consent of the Interconnecting Transmission Owner or System Operator, for collateral security purposes to aid in providing financing for the Large Generating Facility, provided that the Interconnection Customer will promptly notify the Interconnecting Transmission Owner and System Operator of any such assignment. Any financing arrangement entered into by the Interconnection Customer pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the Interconnecting Transmission Owner and System Operator of the date and particulars of any such exercise of assignment right(s), including providing the Interconnecting Transmission Owner with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this LGIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

## ARTICLE 20. SEVERABILITY

**20.1** **Severability.** If any provision in this LGIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or

covenant of this LGIA; provided that if the Interconnection Customer (or any third party, but only if such third party is not acting at the direction of the Interconnecting Transmission Owner) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

## ARTICLE 21. COMPARABILITY

**21.1 Comparability.** The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

## ARTICLE 22. CONFIDENTIALITY

**22.1 Confidentiality.** Confidential Information shall include, without limitation, all information governed by the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by a Party to another prior to the execution of this LGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by a Party, the other Party(ies) shall provide, in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

**22.1.1 Term.** During the term of this LGIA, and for a period of three (3) years after the expiration or termination of this LGIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

**22.1.2 Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this LGIA; or (6) is required, in accordance with Article 22.1.7 of the LGIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party(ies) that it no longer is confidential.

**22.1.3 Release of Confidential Information.** A Party shall not release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or are considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this LGIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

**22.1.4 Rights.** Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party(ies). The disclosure by each Party to the other Party(ies) of Confidential Information shall not be deemed a waiver by a Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

**22.1.5 No Warranties.** By providing Confidential Information, a Party does not make any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, a Party does not obligate itself to provide any particular information or Confidential Information to the other Party(ies) nor to enter into any further agreements or proceed with any other relationship or joint venture.

**22.1.6 Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party(ies) under this LGIA or its regulatory requirements.

**22.1.7 Order of Disclosure.** If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party(ies) with prompt notice of such request(s) or requirement(s) so that the other Party(ies) may seek an appropriate protective order or waive compliance with the terms of this LGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

**22.1.8 Termination of Agreement.** Upon termination of this LGIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Party(ies), use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party(ies)) or return to the other Party(ies), without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party(ies).

**22.1.9 Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's(ies') Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Party(ies) shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Parties shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

**22.1.10 Disclosure to the Commission, its Staff, or a State.** Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR. section 1b.20, if the Commission or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this LGIA, the Party shall provide the requested information to the Commission or its staff, within the time provided for in the request for information. In providing the information to the Commission or its staff, the Party must, consistent with 18 CFR section 388.112, request that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) to this LGIA prior

to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Party(ies) to the LGIA when it is notified by the Commission or its staff that a request to release Confidential Information has been received by the Commission, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

**22.1.11** Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this LGIA ("Confidential Information") shall not be disclosed by the other Party(ies) to any person not employed or retained by the other Party(ies), except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party(ies), such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this LGIA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party(ies) in writing of the information it claims is confidential. Prior to any disclosures of the other Parties' Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party(ies) in writing and agrees to assert confidentiality and cooperate with the other Party(ies) in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

## ARTICLE 23. ENVIRONMENTAL RELEASES

**23.1** Each Party shall notify the other Party(ies), first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation

activities related to the Large Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party(ies). The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four (24) hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party(ies) copies of any publicly available reports filed with any Governmental Authorities addressing such events.

## ARTICLE 24. INFORMATION REQUIREMENTS

**24.1 Information Acquisition.** Subject to any applicable confidentiality restrictions, including, but not limited to, codes of conduct, each Party shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.

**24.2 Information Submission by System Operator and Interconnecting Transmission Owner.** The initial information submission by System Operator and Interconnecting Transmission Owner shall occur no later than one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date and shall include information necessary to allow the Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise mutually agreed to by the Parties. On a monthly basis Interconnecting Transmission Owner shall provide Interconnection Customer a status report on the construction and installation of Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

**24.3 Updated Information Submission by Interconnection Customer.** The updated information submission by the Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date. Interconnection Customer shall submit a completed copy of the Large Generating Facility data

requirements contained in Appendix 1 to the LGIP. It shall also include any additional information provided to Interconnecting Transmission Owner and System Operator for the Interconnection Feasibility Study, Interconnection System Impact Study and Interconnection Facilities Study. Information in this submission shall be the most current Large Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Interconnecting Transmission Owner and System Operator standard models. If there is no compatible model, the Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If the Interconnection Customer's data is different from what was originally provided to Interconnecting Transmission Owner pursuant to the Interconnection Study Agreement between Interconnecting Transmission Owner and Interconnection Customer, then the System Operator will review it and conduct appropriate studies, as needed, at the Interconnection Customer's cost, to determine the impact on the New England Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

**24.4 Information Supplementation.** Prior to the Commercial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Large Generating Facility information and "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Large Generating Facility as required by Good Utility Practice such as an open circuit "step voltage" test on the Large Generating Facility to verify proper operation of the Large Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Large Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Large Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Large Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that

mirror the response of the Large Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Large Generating Facility terminal or field voltages is provided. Large Generating Facility testing shall be conducted and results provided to the Interconnecting Transmission Owner for each individual generating unit in a station.

The Interconnection Customer shall provide the Interconnecting Transmission Owner and System Operator with any information changes due to proposed equipment replacement, repair, or adjustment. Interconnecting Transmission Owner shall provide the Interconnection Customer and System Operator with any information changes due to proposed equipment replacement, repair or adjustment in the directly connected substation or any adjacent Interconnecting Transmission Owner-owned substation that may affect the Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information in accordance with Article 5.19 of this Agreement.

## ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS

**25.1 Information Access.** Each Party (the "disclosing Party") shall make available to the other Parties information that is in the possession of the disclosing Party and is necessary in order for the other Party(ies) to: (i) verify the costs incurred by the disclosing Party for which the other Party(ies) are responsible under this LGIA; and (ii) carry out its obligations and responsibilities under this LGIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this LGIA.

**25.2 Reporting of Non-Force Majeure Events.** Each Party (the "notifying Party") shall notify the other Party(ies) when the notifying Party becomes aware of its inability to comply with the provisions of this LGIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing,

notification, cooperation or information provided under this Article shall not entitle the Party receiving such notification to allege a cause for anticipatory Breach of this LGIA.

**25.3 Audit Rights.** Subject to the requirements of confidentiality under Article 22 of this LGIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party(ies), to audit at its own expense the other Party's(ies') accounts and records pertaining to a Party's performance or a Party's satisfaction of obligations under this LGIA. Such audit rights shall include audits of the other Party's(ies') costs, calculation of invoiced amounts, the efforts to allocate responsibility for the provision of reactive support to the New England Transmission System, the efforts to allocate responsibility for interruption or reduction of generation on the New England Transmission System, and each Party's actions in an Emergency Condition. Any audit authorized by this Article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this LGIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

**25.4 Audit Rights Periods.**

**25.4.1 Audit Rights Period for Construction-Related Accounts and Records.** Accounts and records related to the design, engineering, procurement, and construction of Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four (24) months following Interconnecting Transmission Owner's issuance of a final invoice in accordance with Article 12.2.

**25.4.2 Audit Rights Period for All Other Accounts and Records.** Accounts and records related to a Party's performance or satisfaction of all obligations under this LGIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four (24) months after the auditing Party's receipt of an invoice giving rise to such cost obligations;

and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four (24) months after the event for which the audit is sought.

**25.5 Audit Results.** If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party(ies) together with those records from the audit which support such determination.

## ARTICLE 26. SUBCONTRACTORS

**26.1 General.** Nothing in this LGIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this LGIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this LGIA in providing such services and each Party shall remain primarily liable to the other Party(ies) for the performance of such subcontractor.

**26.2 Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this LGIA. The hiring Party shall be fully responsible to the other Party(ies) for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under Article 5 of this LGIA. Any applicable obligation imposed by this LGIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

**26.3 No Limitation by Insurance.** The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

## ARTICLE 27. DISPUTES

**27.1 Submission.** In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with this LGIA or its performance, such Party (the "disputing Party") shall provide

the other Party(ies) with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party(ies). In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's(ies') receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this LGIA.

**27.2 External Arbitration Procedures.** Any arbitration initiated under this LGIA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The arbitrator so chosen by the System Operator shall chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable Commission regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail

**27.3 Arbitration Decisions.** Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this LGIA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction.

The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

**27.4 Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel; or (2) a pro rata share of the cost of a single arbitrator chosen by the Parties.

## ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS

**28.1 General.** Each Party makes the following representations, warranties and covenants:

**28.1.1 Good Standing.** Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Large Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this LGIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this LGIA.

**28.1.2 Authority.** Such Party has the right, power and authority to enter into this LGIA, to become a Party hereto and to perform its obligations hereunder. This LGIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

**28.1.3 No Conflict.** The execution, delivery and performance of this LGIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

**28.1.4 Consent and Approval.** Such Party has sought or obtained, or, in accordance with this LGIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this LGIA, and it will provide to any Governmental Authority notice of any actions under this LGIA that are required by Applicable Laws and Regulations.

## ARTICLE 29. [OMITTED]

## ARTICLE 30. MISCELLANEOUS

**30.1 Binding Effect.** This LGIA and the rights and obligations hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

**30.2 Conflicts.** In the event of a conflict between the body of this LGIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this LGIA shall prevail and be deemed the final intent of the Parties.

**30.3 Rules of Interpretation.** This LGIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this LGIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this LGIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any

Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this LGIA or such Appendix of this LGIA, or such Section of the LGIP or such Appendix of the LGIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this LGIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

**30.4 Entire Agreement.** Except for the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, this LGIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this LGIA. Except for the ISO New England Operating Documents, Applicable Reliability Standards, any applicable tariffs, related facilities agreements, or successor documents, there are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this LGIA.

**30.5 No Third Party Beneficiaries.** This LGIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

**30.6 Waiver.** The failure of a Party to this LGIA to insist, on any occasion, upon strict performance of any provision of this LGIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by a Party of its rights with respect to this LGIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this LGIA. Termination or Default of this LGIA for any reason by the Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Interconnecting Transmission Owner. Any waiver of this LGIA shall, if requested, be provided in writing.

**30.7 Headings.** The descriptive headings of the various Articles of this LGIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this LGIA.

**30.8 Multiple Counterparts.** This LGIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

**30.9 Amendment.** The Parties may by mutual agreement amend this LGIA by a written instrument duly executed by the Parties.

**30.10 Modification by the Parties.** The Parties may by mutual agreement amend the Appendices to this LGIA by a written instrument duly executed by all of the Parties. Such amendment shall become effective and a part of this LGIA upon satisfaction of all Applicable Laws and Regulations.

**30.11 Reservation of Rights.** Consistent with Section 11.3 of the LGIP, Interconnecting Transmission Owner and System Operator shall have the right to make unilateral filings with the Commission to modify this LGIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this LGIA pursuant

to section 206 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Parties and to participate fully in any proceeding before the Commission in which such modifications may be considered. In the event of disagreement on terms and conditions of the LGIA related to the costs of upgrades to such Interconnecting Transmission Owner's transmission facilities, the anticipated schedule for the construction of such upgrades, any financial obligations of Interconnecting Transmission Owner, and any provisions related to physical impacts of the interconnection on Interconnecting Transmission Owner's transmission facilities or other assets, then the standard applicable under Section 205 of the Federal Power Act shall apply only to Interconnecting Transmission Owner's position on such terms and conditions. Nothing in this LGIA shall limit the rights of the Parties or of the Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

**30.12 No Partnership.** This LGIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

**IN WITNESS WHEREOF**, the Parties have executed this LGIA in triplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

**ISO New England Inc. (System Operator)**

By:

Title:

Date:

**[*Insert Name of*] (Interconnecting Transmission Owner)**

By:

Title:

Date:

**[*Insert name of*] (Interconnection Customer)**

By:

Title:

Date:

**APPENDICES TO LGIA**

| | |
|---|---|
| Appendix A | Interconnection Facilities, Network Upgrades and Distribution Upgrades |
| Appendix B | Milestones |
| Appendix C | Interconnection Details |
| Appendix D | Security Arrangements Details |
| Appendix E | Commercial Operation Date |
| Appendix F | Addresses for Delivery of Notices and Billings |
| Appendix G | Interconnection Requirements for a Wind Generating Plant |

## APPENDIX A TO LGIA

### Interconnection Facilities, Network Upgrades and Distribution Upgrades

**1. Interconnection Facilities**:

a. **Point of Interconnection and Point of Change of Ownership**. The Point of Interconnection shall be at the point where [*insert description of location*]. See Appendix A-[*insert*], which drawing is attached hereto and made part hereof.

The Point of Change of Ownership shall be at the point where *[insert description of location]*. See Appendix A – [*insert*], which drawing is attached hereto and made part hereof.

If not located at the Point of Interconnection, the metering point(s) shall be located at: [*insert location*].

b. **Interconnection Customer's Interconnection Facilities (including metering equipment)**. The Interconnection Customer shall construct [*insert Interconnection Customer's Interconnection Facilities*]. See Appendix A-[*insert*].

c. **Interconnecting Transmission Owner's Interconnection Facilities (including metering equipment)**. The Interconnecting Transmission Owner shall construct [*insert Interconnecting Transmission Owner's Interconnection Facilities, including any Cluster Enabling Transmission Upgrades*]. See Appendix –[*insert*].

**2. Network Upgrades**:

a. **Stand Alone Network Upgrades**. [*insert Stand Alone Network Upgrades*].

b. **Other Network Upgrades**. [*insert Other Network Upgrades, including any Cluster Enabling Transmission Upgrades*].

**3. Distribution Upgrades**. [*insert Distribution Upgrades*]

**4. Affected System Upgrades**. [*insert Affected System Upgrades*]

**5. Long Lead Facility-Related Upgrades.**

The Interconnection Customer's Large Generating Facility is associated with a Long Lead Facility, in accordance with Section 3.2.3 of the LGIP. Pursuant to Section 4.1 of the LGIP, the Interconnection Customer shall be responsible for the following upgrades in the event that the Long Lead Facility achieves Commercial Operation and obtains a Capacity Supply Obligation in accordance with Section III.13.1 of the Tariff:

[*insert list of upgrades*]

If the Interconnection Customer fails to cause these upgrades to be in-service prior to the commencement of the Long Lead Facility's Capacity Commitment Period, the Interconnection Customer shall be deemed to be in Breach of this LGIA in accordance with Article 17.1, and the System Operator will initiate all necessary steps to terminate this LGIA, in accordance with Article 2.3.

**6. Contingent Facilities**: [*insert list of Contingent Facilities*]

**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 LGIA**

**Milestones**

1. **Selected Option Pursuant to Article 5.1:** Interconnection Customer selects the [*insert*]. Options as described in Articles 5.1.[*insert*], 5.1.[*insert*], and 5.1.[*insert* ] shall not apply to this LGIA.

2. **Milestones and Other Requirements for all Large Generating Facilities:** The description and entries listed in the following table establish the required Milestones in accordance with the provisions of the LGIP and this LGIA. The referenced section of the LGIP or article of the LGIA should be reviewed by each Party to understand the requirements of each milestone.

| Item No. | Milestone Description | Responsible Party | Date | LGIP/LGIA Reference |
|---|---|---|---|---|
| 1 | Provide evidence of continued Site Control to System Operator, or $250,000 non-refundable deposit to Interconnecting Transmission Owner | Interconnection Customer | Within 15 BD of final LGIA receipt | § 11.3.1.1 of LGIP |
| 2 | Provide evidence of one or more milestones specified in § 11.3 of LGIP | Interconnection Customer | Within 15 BD of final LGIA receipt | § 11.3.1.2 of LGIP |
| 3 | Commit to a schedule for payment of upgrades | Interconnection Customer | Within 15 BD of final LGIA receipt | § 11.3.1.2 of LGIP |
| 4 | Provide either (1) evidence of Major Permits or (2) refundable deposit to Interconnecting Transmission Owner | Interconnection Customer | If (1) Within 15 BD of final LGIA receipt or if (2) At time of LGIA execution | § 11.3.1.2 of LGIP |

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| 5 | Provide certificate of insurance | Interconnection Customer and Interconnecting Transmission Owner | Within 10 Calendar Days of execution of LGIA | § 18.3.9 of LGIA |
| 6 | Provide siting approval for Generating Facility and Interconnection Facilities to Interconnecting Transmission Owner | Interconnection Customer | As may be agreed to by the Parties | § 7.5 of LGIP |
| 7A | Receive Governmental Authority approval for any facilities requiring regulatory approval | Interconnection Customer and/or Interconnecting Transmission Owner | If needed, as may be agreed to by the Parties | § 5.6.1 of LGIA |
| 7B | Obtain necessary real property rights and rights-of-way for the construction of a discrete aspect of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades | Interconnection Customer and/or Interconnecting Transmission Owner | If needed, as may be agreed to by the Parties | § 5.6.2 of LGIA |
| 7C | Provide to Interconnecting Transmission Owner written authorization to proceed with design, equipment procurement and construction | Interconnection Customer | As may be agreed to by the Parties | § 5.5.2 and § 5.6.3 of LGIA |
| 7D | Provide System Operator | Interconnection | As may be agreed | § 5.2 of LGIA |

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| | evidence of proceeding with design, equipment procurement, and construction | Customer | to by the Parties | |
| 7E | Provide quarterly written progress reports | Interconnection Customer and Interconnecting Transmission Owner | 15 Calendar Days after the end of each quarter beginning the quarter that includes the date for Milestone 7C and ending when the entire Large Generating Facility and all required Interconnection Facilities and Network Upgrades are in place | § 5.7 of LGIA |
| 8 | Provision of Security to Interconnecting Transmission Owner pursuant to Section 11.5 of LGIA | Interconnection Customer | At least 30 Calendar Days prior to design, procurement and construction | §§ 5.5.3 and 5.6.4 of LGIA |
| 9 | Provision of Security Associated with Tax Liability to Interconnecting Transmission Owner pursuant to Section 5.17.3 of | Interconnection Customer | As may be agreed to by the Parties | § 5.17.3 of LGIA |

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| | LGIA | | | |
| 10A | Commit to the ordering of long lead time material for Interconnection Facilities and Network Upgrades | Interconnection Customer | As may be agreed to by the Parties | § 7.5 of LGIP |
| 10B | Commit to ordering of long lead time material for Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to be constructed by Interconnection Customer | Interconnection Customer | As may be agreed to by the Parties | § 5.2 of LGIA |
| 11A | Provide initial design, engineering and specification for Interconnection Customer's Interconnection Facilities to Interconnecting Transmission Owner | Interconnection Customer | 180 Calendar Days prior to Initial Synchronization Date | § 5.10.1 of LGIA<br>§ 7.5 of LGIP |
| 11B | Provide comments on initial design, engineering and specification for Interconnection Customer's Interconnection Facilities | Interconnecting Transmission Owner | Within 30 Calendar Days of receipt | § 5.10.1 of LGIA<br>§ 7.5 of LGIP |
| 11C | Provide to Interconnecting Transmission Owner initial design, engineering and specification for Interconnecting Transmission Owner's | Interconnection Customer | As may be agreed to by the Parties | § 5.2 LGIA |

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| | Interconnection Facilities and Stand Alone Network Upgrades to be constructed by the Interconnection Customer | | | |
| 11D | Provide to Interconnection Customer comments on initial design, engineering and specification for Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to be constructed by the Interconnection Customer | Interconnecting Transmission Owner | As may be agreed to by the Parties | § 5.2 of LGIA |
| 12A | Provide final design, engineering and specification for Interconnection Customer's Interconnection Facilities to Interconnecting Transmission Owner | Interconnection Customer | 90 Calendar Days prior to Initial Synchronization Date | § 5.10.1 of LGIA<br>§ 7.5 of LGIP |
| 12B | Provide comments on final design, engineering and specification for Interconnection Customer's Interconnection Facilities | Interconnecting Transmission Owner | Within 30 Calendar Days of receipt | § 5.10.1 of LGIA<br>§ 7.5 of LGIP |
| 12C | Provide to Interconnecting Transmission Owner final design, engineering and | Interconnection Customer | As may be agreed to by the Parties | § 5.2 of LGIA |

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| | specification for Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to be constructed by the Interconnection Customer | | | |
| 12D | Provide to Interconnection Customer comments on final design, engineering and specification of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to be constructed by the Interconnection Customer | Interconnecting Transmission Owner | As may be agreed to by the Parties | § 5.2 of LGIA |
| 13A | Deliver to Interconnecting Transmission Owner "as built" drawings, information and documents regarding Interconnection Customer's Interconnection Facilities | Interconnection Customer | Within 120 Calendar Days of Commercial Operation date | § 5.10.3 of LGIA |
| 13B | Deliver to Interconnecting Transmission Owner "as built" drawings, information and documents regarding Interconnecting | Interconnection Customer | As may be agreed to by the Parties | § 5.2 of LGIA |

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| | Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to be constructed by the Interconnection Customer | | | |
| 14 | Provide protective relay settings to Interconnecting Transmission Owner for coordination and verification | Interconnection Customer | At least 90 Calendar Days prior to Initial Synchronization Date | §§ 5.10.1 of LGIA |
| 15A | Commencement of construction of Interconnection Facilities | Interconnecting Transmission Owner | As may be agreed to by the Parties | § 5.6 of LGIA |
| 15B | Commencement of construction of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to be constructed by the Interconnection Customer | Interconnection Customer | As may be agreed to by the Parties | § 5.2 of LGIA |
| 16 | Submit updated data "as purchased" | Interconnection Customer | No later than 180 Calendar Days prior to Initial Synchronization Date | § 24.3 of LGIA |
| 17 | In Service Date | Interconnection Customer | Same as Interconnection | § 343.1 and 4.4.5 of LGIP, § 5.1 of |

| | | | | |
|---|---|---|---|---|
| | | | Request unless subsequently modified | LGIA |
| 18 | Initial Synchronization Date | Interconnection Customer | Same as Interconnection Request unless subsequently modified | § 3.4.1, 4.4.4, 4.4.5, and 7.5 of LGIP |
| 19 | Submit supplemental and/or updated data – "as built/as-tested" | Interconnection Customer | Prior to Commercial Operation Date | § 24.4 of LGIA |
| 20 | Commercial Operation Date | Interconnection Customer | Same as Interconnection Request unless subsequently modified | § 3.4.1, 4.4.4, 4.4.5, and 7.5 of LGIP |
| 21A | Deliver to Interconnection Customer "as built" drawings, information and documents regarding Interconnecting Transmission Owner's Interconnection Facilities | Interconnecting Transmission Owner | If requested, within 120 Calendar Days after Commercial Operation Date | § 5.11 of LGIA |
| 21B | Deliver to Interconnecting Transmission Owner "as built" drawings, information and documents regarding Interconnecting Transmission Owner's Interconnection Facilities | Interconnection Customer | As may be agreed to by the Parties | § 5.2 of LGIA |

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| | and Stand Alone Network Upgrades to be constructed by the Interconnection Customer | | | |
| 21C | Approve and accept for operation and maintenance the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to be constructed by the Interconnection Customer | Interconnecting Transmission Owner | As may be agreed to by the Parties | § 5.2 of LGIA |
| 22 | Provide Interconnection Customer final cost invoices | Interconnecting Transmission Owner | Within 6 months of completion of construction of Interconnecting Transmission Owner Interconnection Facilities and Network Upgrades | § 12.2 of LGIA |
| 23 | Transfer control of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Interconnecting Transmission Owner to be constructed by the | Interconnection Customer | Prior to In-Service Date | § 5.2 of LGIA |

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|---|---|---|---|---|
| | Interconnection Customer | | | |
| 24 | Transfer ownership of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Interconnecting Transmission Owner to be constructed by the Interconnection Customer | Interconnection Customer | Prior to In-Service Date | § 5.2 of LGIA |

3. **Milestones Applicable Solely for CNR Interconnection Service and Long Lead Facility Treatment.** In addition to the Milestones above, the following Milestones apply to Interconnection Customers requesting CNR Interconnection Service and/or Long Lead Facility Treatment:

| Item No. | Milestone Description | Responsible Party | Date | LGIP/LGIA Reference |
|---|---|---|---|---|
| 1 | If Long Lead Facility, all dates by which Critical Path Schedule upgrades will be submitted to System Operator (end date for New Capacity Show of Interest Submission) | Interconnection Customer | | § 3.2.3 of LGIP |
| 2 | If Long Lead Facility, dates by which Long Lead Facility Deposits will be provided to System Operator (each deadline for which New Generating Capacity Resource would be required to | Interconnection Customer | | § 3.2.3 of LGIP |

| | | | | |
|---|---|---|---|---|
| | provide financial assurance under § III.13.1.9 of the Tariff) | | | |
| 3 | If Long Lead Facility, Capacity Commitment Period (not to exceed the Commercial Operation Date) | Interconnection Customer | | § 1 and 3.2 of LGIP |
| 4 | Submit necessary requests for participation in the Forward Capacity Auction associated with the Generating Facility's requested Commercial Operation Date, in accordance with Section III.13 of the Tariff | Interconnection Customer | | § 3.2.1.3 of LGIP |
| 5 | Participate in a CNR Group Study | Interconnection Customer | | § 3.2.1.3 of LGIP |
| 6 | Qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff | Interconnection Customer | | § 3.2.1.3 of LGIP |
| 7 | Complete a re-study of the applicable Interconnection Study to determine the cost responsibility for facilities and upgrades necessary to accommodate the Interconnection Request based on the results of the Forward Capacity Auction or Reconfiguration Auction or bilateral transaction through which the Interconnection Customer received a Capacity Supply Obligation | System Operator | | § 3.2.1.3 of LGIP |

## APPENDIX C TO LGIA

### Interconnection Details

**1. Description of Interconnection**:

Interconnection Customer shall install a [*insert*] MW facility, rated at [*insert*]MW gross and [*insert*] MW net, with all studies performed at or below these outputs. The Generating Facility is comprised of [*insert*] units in a [*insert description of facility type - combined cycle, wind farm, etc*.] rated at: [*insert*] MW each, and will located at [*insert location*].

The Large Generating Facility shall receive:

Network Resource Interconnection Service for the NR Capability at a level not to exceed [*insert gross and net*] MW for Summer, and [*insert gross and net*] MW for Winter.

Capacity Network Resource Interconnection Service for: (i) the NR Capability at a level not to exceed [*insert gross and net at or above 50 degrees F*] MW for Summer and [*insert gross and net at or above 0 degrees F*] MW for Winter; and (ii) the CNR Capability at [*insert net*] MW for Summer and [*insert net*] MW for Winter, which shall not exceed [*insert the maximum net MW electrical output of the Generating Facility at an ambient temperature at or above 90 degrees F for summer and at or above 20 degrees F for winter*.]

**2. Detailed Description of Generating Facility and Generator Step-Up Transformer, if applicable**:

| **Generator Data** | |
|---|---|
| Number of Generators | |
| Manufacturer | |

| | |
|---|---|
| Model | |
| Designation of Generator(s) | |
| Excitation System Manufacturer | |
| Excitation System Model | |
| Voltage Regulator Manufacturer | |
| Voltage Regulator Model | |
| **Generator Ratings** | |
| Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 90 Degrees F | |
| Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 50 Degrees F | |
| Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 20 Degrees F | |
| Greatest Unit Gross and Net MW Output at Ambient Temperature at or above zero Degrees F | |
| Station Service Load For Each Unit | |
| Overexcited Reactive Power at Rated MVA and Rated Power Factor | |
| Underexcited Reactive Power at Rated MVA and Rated Power Factor | |
| **Generator Short Circuit and Stability Data** | |
| Generator MVA rating | |
| Generator AC Resistance | |
| Subtransient Reactance (saturated) | |
| Subtransient Reactance (unsaturated) | |
| Transient Reactance (saturated) | |
| | |

| | |
|---|---|
| Negative sequence reactance | |
| **Transformer Data** | |
| Number of units | |
| Self Cooled Rating | |
| Maximum Rating | |
| Winding Connection (LV/LV/HV) | |
| Fixed Taps | |
| Z1 primary to secondary at self cooled rating | |
| Z1 primary to tertiary at self cooled rating | |
| Z1 secondary to tertiary at self cooled rating | |
| Positive Sequence X/R ratio primary to secondary | |
| Z0 primary to secondary at self cooled rating | |
| Z0 primary to tertiary at self cooled rating | |
| Z0 secondary to tertiary at self cooled rating | |
| Zero Sequence X/R ratio primary to tertiary | |

**3. Meteorological and Forced Outage Data Requirements for a Generating Facility that is an Intermittent Power Resource:**

An Interconnection Customer whose Generating Facility is an Intermittent Power Resource having wind as the energy resource (referred to herein as "Wind Plant") will be required to provide the following meteorological and forced outage data to the System Operator in the manner specified in the ISO New England Operating Documents. Capitalized terms in this Appendix C.3 that are not defined in Section 1 of the Agreement shall have the meanings specified in the ISO New England Operating Documents.

**A. Static Plant Data**

Below are the static plant data requirements that describe the physical layout of the Wind Plant and any associated meteorological equipment as well as data relevant to the design and operation of the Wind Plant. The static plant data must be supplied to the System Operator in the manner specified in the ISO

New England Operating Documents. The Interconnection Customer must keep the static plant data current and must inform the System Operator of any proposed datapoints changes.

1) Wind Plant:

a) Wind Turbine tower center coordinates (i.e., latitude and longitude in WGS84 DD-MM-SS.SS using GPS WAAS, or comparable, methodology) and ground elevation of turbines (in meters, to one decimal place).

b) Number of turbines.

c) Turbine model(s) including IEC wind class.

d) Density dependent turbine nominal power curves for each type of turbine in the plant for standard test conditions (e.g., air density equaling 1.225 kg/m^3) and for three additional values of density (for which the density values must be supplied): one power curve for normal operation at the long-term average density expected for the plant and one power curve each for normal operation at approximately 85% (+/-10%) and approximately 115% (+/-10%), respectively of the expected long-term average Wind Plant air density.

e) Hub height(s) (in meters to one decimal place).

f) Maximum plant nameplate capacity (in MW to two decimal places).

g) Cut-in wind speed(s) and time constants (if any, e.g., wind speed must be above 3.4 m/s for at least 5 minutes, etc.).

h) Cut-out wind speed(s) and time constants (if any).

i) Cut back in wind speed(s) and time constants (if any).

j) Cold temperature cutoff threshold(s) (in Degrees C to one decimal place).

k) High temperature cutoff threshold(s) (in Degrees C to one decimal place).

l) Any cold weather operation packages and their effects on wind turbine operational envelope (e.g. blade and/or gearbox heaters, etc. that extends cold temperature cut-out to below xx degrees, etc.).

m) Wind turbine icing behavior:

i. Triggers for icing related shutdowns (e.g., temperatures, relative humidities, out-of-balance conditions, etc.).

ii. Triggers for release from icing related shutdowns (e.g., manual reset, temperatures, hysteresis, etc.).

n) For all plant wind speed and direction measuring devices (i.e., nacelle-level wind measuring devices):

i. Equipment type (i.e., model specifications and operating principle e.g. make and model type, measurement heights) and calibration curves and/or reports.
ii. Dimensions and/or site plan of any nearby potential obstructions that would substantially reduce the quality of the data and the mitigation measures employed (e.g., diagram of location with respect to the nacelle and rotor).
o) Descriptions of any permitting or administrative restrictions such as requirements to reduce or to cease power production during certain hours or during certain events or wind conditions.
p) For model training purposes, any available historical information required by the wind power forecaster regarding plant power output, plant meteorological conditions, and conditions that may have caused power output to be below theoretical maximum power output given the experienced wind speeds may also be required to be provided.

2) Met gathering station(s):
a. Center of structure(s) coordinates (using the same method listed above for turbine in the Wind Plant) and ground elevation of met station(s).
b. Equipment type (i.e., model specifications and operating principle e.g. make and model type, measurement heights).
c. Dimensions and/or site plan of any nearby potential obstructions that would substantially reduce the quality of the data (e.g., met-tower dimensions and profile) and the mitigation measures employed (e.g. mounting arm dimensions and orientations).

**B. Real-Time Data**

Below are the real-time operational and meteorological data requirements for Wind Plant operators that must be provided to the System Operator. The real-time operational and meteorological data must be electronically and automatically transmitted to the System Operator over a secure network using the protocol specified in the ISO New England Operating Documents. This information is required with a high degree of accuracy and reliability.

1) Availability:

The Wind Plant operator's real-time data transfer process and data gathering equipment shall be designated to operate at all times.

2) Required Data:

a) At a minimum, nacelle-level wind speed and wind direction measurements must be provided from the highest wind turbine (i.e., wind turbine hub elevation in terms of elevation above mean sea level) and a minimum of one wind turbine at the maximal value of each of the four true cardinal directions (i.e., the farthest true North, South, East, and West) in each Wind Turbine Group within the plant. Additionally, the wind turbine nearest the capacity-weighted centroid of the Wind Plant must also report wind speeds and directions. If any wind turbine within a Wind Turbine Group satisfies more than one of these conditions then it may be used to fulfill all conditions that it satisfies (e.g., if the highest wind turbine in a Wind Turbine Group is also the farthest North and the farthest East, it may be used to supply data for all three of these categories). Where more than one turbine satisfies these conditions, preference should be given to those turbines that will be least affected by Wind Plant wake effect from the prevailing wind direction(s). Finally, where a Wind Turbine Group contains 10 or less wind turbines only the nacelle-level data from the highest wind turbine nacelle is required. The locations of wind turbines with nacelle-level equipment providing data must be referenced to the Static Plant Data supplied locations.

b) Ambient temperature, air pressure and relative humidity must be measured, at a minimum, at one location within the plant (preferably as near to the capacity-weighted centroid of the Wind Plant as possible) whose height above ground may be in the range of 2 m to 10 m (or up to 30 m above mean sea level for offshore Wind Plants) and the measurement height above ground (or mean sea level for offshore Wind Plants) must be stated to within 10 cm.

3) Frequency

Minimum frequencies of the real-time data Wind Plant operators must provide are specified in the ISO New England Operating Documents.

**C. Outage Coordination**

Wind Plants shall submit daily outages in advance to perform routine maintenance work, which in many cases may have no effect on their overall MW capability. Therefore:

1) All Wind Plants must submit Wind Plant Future Availability to the System Operator.
2) If the Wind Plant does not have a Capacity Supply Obligation in accordance with Market Rule 1, Section III of the Tariff, and is not a Qualified Generator Reactive Resource, only Wind Plant Future Availability must be reported to the System Operator.
3) Any Wind Plant that does have a Capacity Supply Obligation in accordance with Market Rule 1, Section III of the Tariff, or that is a Qualified Generator Reactive Resource, must report Wind Plant Future Availability, and also submit an outage request to the System Operator only when the outage will derate the plant to the point that the available nameplate is less than its Capacity Supply Obligation and/or Qualified VARs.

**4. Other Description of Interconnection Plan and Facilities**:

[*Insert any other description relating to the Generating Facility, including, but not limited to switchyard, protection equipment, step-up transformer to the extent not described in Appendix A.*]

## APPENDIX D TO LGIA

### Security Arrangements Details

Infrastructure security of the New England Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day New England Transmission System reliability and operational security. The Commission will expect System Operator, Interconnecting Transmission Owners, market participants, and Interconnection Customers interconnected to the New England Transmission System to comply with the recommendations offered by the Critical Infrastructure Protection Committee and, eventually, best practice recommendations from NERC. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

## APPENDIX E TO LGIA

### Commercial Operation Date

This Appendix E is a part of the LGIA between System Operator Interconnecting, Transmission Owner and Interconnection Customer.

[*Date*]

[*Interconnecting Transmission Owner; Address*]
[to be supplied]

Generator Interconnections
Transmission Planning Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

Re: _____ Large Generating Facility

Dear _____:

On [Date] [Interconnection Customer] has completed Trial Operation of Unit No. ___. This letter confirms that [Interconnection Customer] commenced commercial operation of Unit No. ___ at the Large Generating Facility, effective as of [Date plus one day].

Thank you.

[*Signature*]
[*Interconnection Customer Representative*]

## APPENDIX F TO LGIA

**Addresses for Delivery of Notices and Billings Notices**:

System Operator:

Generator Interconnections
Transmission Planning Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

With copy to:
Billing Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

Interconnecting Transmission Owner:

*[To be supplied.]*

Interconnection Customer:

[*To be supplied.*]

**Billings and Payments**:

System Operator:

Generator Interconnections
Transmission Planning Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

With copy to:
Billing Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

Interconnecting Transmission Owner:

[*To be supplied.*]

Interconnection Customer:

[*To be supplied.*]

**Alternative Forms of Delivery of Notices (telephone, facsimile or email)**:

System Operator:

Facsimile: (413) 540-4203
E-mail: geninterconn@iso-ne.com

With copy to:
Facsimile: (413) 535-4024

E-mail: billingdept@iso-ne.com

Interconnecting Transmission Owner:

[*To be supplied.*]

Interconnection Customer:

[*To be supplied.*]

DUNS Numbers:

Interconnection Customer:  [To be supplied]

Interconnecting Transmission Owner:  [To be supplied]

## APPENDIX G TO LGIA

### Interconnection Requirements For A Wind and Inverter-Based Generating Facilities

Appendix G sets forth requirements and provisions specific to wind and inverter-based Generating Facilities. All other requirements of this LGIA continue to apply to wind and inverter-based Generating Facility interconnections.

**A. Technical Standards Applicable to Wind and Inverter-Based Generating Facility**

**i. Low Voltage Ride-Through (LVRT) Capability**

Wind and inverter-based Generating Facilities shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the standard below. The LVRT standard provides for a transition period standard and a post-transition period standard.

**Transition Period LVRT Standard**

The transition period standard applies to wind generating plants subject to FERC Order 661 that have either: (i) interconnection agreements signed and filed with the Commission, filed with the Commission in unexecuted form, or filed with the Commission as non-conforming agreements between January 1, 2006 and December 31, 2006, with a scheduled in-service date no later than December 31, 2007, or (ii) wind generating turbines subject to a wind turbine procurement contract executed prior to December 31, 2005, for delivery through 2007.

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the System Operator and Interconnecting Transmission Owner. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be 9

cycles at a voltage as low as 0.15 p.u., as measured at the high side of the wind generating plant step-up transformer (i.e. the transformer that steps the voltage up to the transmission interconnection voltage or "GSU"), after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generating plant may disconnect from the transmission system.

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU or to faults that would result in a voltage lower than 0.15 per unit on the high side of the GSU serving the facility.

3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.

4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAr Compensator, etc.) within the wind generating plant or by a combination of generator performance and additional equipment.

5. Existing individual wind generator units that are, or have been, interconnected to the network at the same location at the effective date of the Appendix G LVRT. Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual wind generator units that are replaced are required to meet the Appendix G LVRT Standard.

**Post-transition Period LVRT Standard**

All wind Generating Facilities subject to FERC Order No. 661 and not covered by the transition period described above , as well as inverter-based Generating Facilities must meet the following requirements:

1. Wind and inverter-based Generating Facilities are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9

cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind or inverter-based Generating Facility substation location, as determined by and documented by the System Operator and Interconnecting Transmission Owner. The maximum clearing time the wind or inverter-based Generating Facility shall be required to withstand for a three-phase fault shall be 9 cycles after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind or inverter-based Generating Facility may disconnect from the transmission system. Wind and inverter-based Generating Facilities shall remain interconnected during such a fault on the transmission system for a voltage level as low as zero volts, as measured at the high voltage side of the wind or inverter-based Generating Facility GSU.

2. This requirement does not apply to faults that would occur between the wind or inverter-based Generating Facility terminals and the high side of the GSU.

3. Wind and inverter-based Generating Facilities may be tripped after the fault period if this action is intended as part of a special protection system.

4. Wind and inverter-based Generating Facilities may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAr Compensator) within the wind or inverter-based Generating Facility or by a combination of generator performance and additional equipment.

5. Existing individual wind generator units that are, or have been, interconnected to the network at the same location at the effective date of the Appendix G LVRT Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual wind generator units that are replaced are required to meet the Appendix G LVRT Standard.

**ii. Power Factor Design Criteria (Reactive Power)**

1. A newly interconnecting non-synchronous Generating Facility, and any subsequent modifications thereto, for which the Interconnection System Impact Study commences after October 5, 2016 shall maintain dynamic reactive capability over the power factor range of 0.95 leading to 0.95 lagging, at continuous rated power output, measured at the high-side of the station transformer or at the Point of the Interconnection if there is no station transformer. This power factor range standard shall be dynamic and can be met using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors (provided the use of such capacitors is solely for the purpose of offsetting collector system losses and is found to meet all of the requirements specified in the Interconnection System Impact Study), or a combination of the two.
2. A wind Generating Facility, and any subsequent modifications thereto, for which the Interconnection System Impact Study commenced after April 17, 2016 but before October 5, 2016 shall maintain dynamic reactive capability over the power factor range of 0.95 leading to 0.95 lagging, at continuous rated power output, measured at the high-side of the station transformer or at the Point of Interconnection if there is no station transformer.
3. A wind Generating Facility, and any subsequent modifications thereto, for which the Interconnection System Impact Study commenced before April 17, 2016 shall maintain a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this LGIA, if the Interconnection System Impact Study shows that such a requirement is necessary to ensure safety or reliability. For a wind Generating Facility for which the Interconnection System Impact Study commences before April 17, 2016, the power factor range standard can be met by using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors if agreed to by the System Operator and Interconnecting Transmission Owner, or a combination of the two.

4. A non-wind non-synchronous Generating Facility, and any subsequent modifications thereto, for which the Interconnection System Impact Study commenced before October 5, 2016 shall meet the power factor requirements of Article 9.6.1.1 of the LGIA.
5. The Interconnection Customer shall not disable power factor equipment while the wind Generating Facility is in operation.
6. Wind Generating Facilities shall also be able to provide sufficient additional dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the Interconnection System Impact Study shows this to be required for system safety or reliability.

**iii. Supervisory Control and Data Acquisition (SCADA) Capability**

Wind and inverter-based Generating Facilities shall provide SCADA capability to transmit data and receive instructions from the System Operator and Local Control Center to protect system reliability. The System Operator, Interconnecting Transmission Owner and the wind or inverter-based Generating Facility Interconnection Customer shall determine what SCADA information is essential for the proposed wind or inverter-based Generating Facility, taking into account the size of the plant and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability in its area.

## APPENDIX 7
## INTERCONNECTION PROCEDURES FOR WIND GENERATION

Appendix 7 sets forth procedures specific to a wind generating plant. All other requirements of this LGIP continue to apply to wind generating plant interconnections.

### A. Special Procedures Applicable to Wind Generating Plants

The wind generating plant Interconnection Customer, in completing the Interconnection Request required by Section 3.4 of this LGIP, may provide to the System Operator a set of preliminary electrical design specifications depicting the wind generating plant as a single equivalent generator. Upon satisfying these and other applicable Interconnection Request conditions, the wind generating plant may enter the queue and receive the base case data as provided for in this LGIP.

No later than six months after submitting an Interconnection Request completed in this manner, the wind generating plant Interconnection Customer must submit completed detailed electrical design specifications and other data (including collector system layout data) needed to allow the System Operator to complete the Interconnection System Impact Study.

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