December 23, 2021

VIA ELECTRONIC FILING

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

RE: ISO New England Inc. and Northeast Utilities Service Company – Original Service Agreement No. SGIA-ISONE/NSTAR-21-01 under Schedule 23 of the ISO New England Inc. Open Access Transmission Tariff, and Notice of Cancellation of Original Service Agreement No. SGIA-ISONE/NU-14-01;

Docket No. ER22- -000

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act,[1] Part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations,[2] and Order No. 2006,[3] ISO New England Inc.[4] (the "ISO") and NTAR Electric Company ("NSTAR"), by its agent Eversource Service Company ("Eversource"), (together, the "Filing Parties")[5] hereby submit for filing: (1) a non-conforming Small Generator Interconnection Agreement by and among the ISO as System

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

[2] 18 C.F.R. Part 35 (2012).

[3] *Standardization of Small Generator Interconnection Agreements and Procedures*, Order No. 2006, 111 FERC ¶ 61,220 (2005) ("Order No. 2006"), *reh'g order*, Order No. 2006-A, 113 FERC ¶ 61,195 (2005) ("Order No. 2006-A").

[4] Capitalized terms not defined herein have the meanings ascribed thereto in the ISO New England Inc. Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3 (the "ISO Tariff"). Section II of the ISO Tariff contains the ISO's Open Access Transmission Tariff (the "ISO OATT"). Schedule 23 of the ISO OATT sets forth the *pro forma* Small Generator Interconnection Procedures ("SGIP") and Small Generator Interconnection Agreement ("SGIA").

[5] Consistent with Section 2.05(a)(ii) of the Transmission Operating Agreement ("TOA") among the ISO and the Participating Transmission Owners, the Filing Parties jointly file herein the Interconnection Agreement pursuant to Section 205 of the FPA.

Operator, NSTAR as the Interconnecting Transmission Owner, and Berkshire Wind Power Cooperative Corporation ("Berkshire Wind") as the Interconnection Customer (the "2021 SGIA");[6] and (2) notice of cancellation of the existing Small Generator Interconnection Agreement by and among the ISO, Western Massachusetts Electric Company ("WMECO") (predecessor to NSTAR), and Berkshire Wind dated June 23, 2014, and designated as Original Service Agreement No. SGIA-ISONE/NU-14-01 ("2014 SGIA").

The 2021 SGIA replaces the 2014 SGIA, which the Filing Parties filed with the Commission on July 11, 2014, in Docket No. ER14-2400-000, because it contained limited revisions to the indemnification provisions that were necessary in light of the Interconnection Customer's representations regarding the uncertainty of its ability to meet the indemnification requirement. The Commission accepted the 2014 SGIA by letter order dated September 2, 2014, and made it effective June 23, 2014. The 2021 SGIA is non-conforming in that it carries forward the same limited revisions accepted for inclusion in the 2014 SGIA.

The Filing Parties respectfully request that the Commission accept the 2021 SGIA as filed, without modifications or conditions, with an effective date of November 23, 2021, to coincide with the date the Parties executed the agreement. The Filing Parties also request that the Commission accept the notice of cancellation of the 2014 SGIA, effective November 23, 2021, to coincide with the effective date of the 2021 SGIA.

I. DESCRIPTION OF THE FILING PARTIES; COMMUNICATIONS

The ISO is the independent, private, non-profit entity that serves as the Regional Transmission Organization ("RTO") for New England. The ISO operates the New England bulk power system and administers New England's organized wholesale electricity market pursuant to the Tariff and the TOA with the New England Participating Transmission Owners ("PTO"). In its capacity as an RTO, the ISO has the responsibility to protect the short-term reliability of the New England Control Area and to plan and operate the system according to reliability standards established by the ISO, the Northeast Power Coordinating Council, Inc. ("NPCC") and the North American Electric Reliability Corporation ("NERC").

NSTAR is an indirect, wholly-owned subsidiary of Eversource Energy, a public utility holding company. NSTAR owns and operates transmission facilities in Massachusetts that are available for open access transmission in New England. These transmission facilities are used for regional and local service and are subject to ISO-NE operational authority pursuant to the TOA.

[6] The 2021 SGIA has been designated as Original Service Agreement No. SGIA-ISONE/NSTAR-21-01 under Schedule 23 of the ISO OATT.

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

For the ISO:

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II. INTRODUCTION

A. Description of the Small Generating Facility and its Interconnection

The 2021 SGIA governs the interconnection of Berkshire Wind's Small Generating Facility to the Administered Transmission System at the NSTAR 23 kV Partridge Substation.[7] The completed Small Generating Facility, interconnected pursuant to the 2014 SGIA, comprises twelve (12) wind turbine generators at Brodie Mountain in Lanesborough and Hancock, MA, for a total capability of 19.6 megawatts ("MW").[8]

On April 10, 2020, Berkshire Wind submitted a new Interconnection Request to increase the Capacity Network Resource Interconnection Service ("CNRIS") for the Small Generating Facility ("Interconnect Request"). Pursuant to Schedule 23 of the ISO's OATT and consistent with Order No. 2006, the Interconnection Request warranted a new three-party *pro forma* Small Generator Interconnection Agreement. Therefore, the Filing Parties, together with Berkshire Wind, entered into the 2021 SGIA to reflect the requested increase in CNRIS, as well update the facility descriptions and certain milestones in Appendix B associated with the two wind turbine additions, the merger into NSTAR of WMECO and update contact information, and incorporate other ministerial clean-up changes.

By governing the interconnection of the Berkshire Wind's Small Generating Facility, the 2021 SGIA supplants the existing 2014 SGIA. Accordingly, the Filing Parties also have agreed to terminate the 2014 SGIA and provide notice of the termination in this filing.

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[7] *See* 2021 SGIA at Attachment 2.

[8] *See id*.

B. Reason for Filing the 2021 SGIA

Pursuant to Order No. 2006, "an interconnection agreement that does not precisely match the Transmission Provider's Commission approved standard interconnection agreement . . . must be filed in its entirety."[9] While the 2021 SGIA is based on the Schedule 23 *pro forma* SGIA, it contains the same limited revisions to the *pro forma* SGIA indemnification provisions that the Commission accepted in the 2014 SGIA, thus requiring it to be filed with the Commission. As further discussed in Section III below, the limited revisions to the indemnification provisions requested by Berkshire Wind relate to the uncertainty about its ability to meet the indemnification provisions in light of its legal structure and purposes. Given this, the following is a brief overview of Berkshire Wind, its legal structure and purposes as provided to the Filing Parties by Berkshire Wind.[10]

Berkshire Wind is a Massachusetts municipal light plant cooperative, a body politic and cooperative constituted as a public instrumentality of the Commonwealth of Massachusetts formed pursuant to G.L. c. 164, § 47C, which authorizes Massachusetts municipal light departments and other Massachusetts public entities to join together to form a municipal light plant cooperative to conduct business for the mutual benefit of its members as patrons of the cooperative.[11] As Berkshire Wind has represented to the Filing Parties, it is authorized by G.L. c. 164, § 47C to transact any business associated with the purchase, acquisition, distribution, sale and resale of energy or energy-related services to wholesale customers, and to issue debt and secure its obligations by a pledge of its revenues for the repayment of that debt. Berkshire Wind is authorized by G.L. c. 164, § 47C (vii) to make contracts and incur liabilities. It is also authorized by G.L. c. 164, § 47C (xx) to contract with corporations, non-profit organizations and corporations, and municipalities to accomplish any purposes of the cooperative.

While Berkshire Wind has general statutory authority to enter into contracts, Berkshire Wind has represented that a Massachusetts public entity can only do those things for which it is specifically authorized by statute or which can reasonably be inferred from their enabling legislation. *MacRae v. Selectmen of Town of Concord*, 296 Mass. 394, 396 (1937). G.L. c. 164, § 47C does not expressly provide a municipal lighting plant cooperative with the authority to indemnify a private counterparty. As Berkshire Wind has explained, the source of the funds for the municipal light departments to pay the obligations associated with the contracts is the rates charged to the municipal light department ratepayers. Such funds are public funds. As further explained by Berkshire Wind, a city or town having a municipal light department may appropriate money for the maintenance and operation of the municipal light department. G.L. c. 164, § 57A.

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[9] Order No. 2006 at P 562.

[10] The Filing Parties note that the statements provided in this transmittal letter regarding Berkshire Wind's legal structure and purposes are as represented to the Filing Parties by Berkshire Wind, and their inclusion should not be construed as the Filing Parties' agreement that Berkshire Wind does not have authority to meet the indemnification provisions of the 2021 SGIA. The inclusion of Berkshire Wind's representations in this transmittal letter, however, is warranted to support the need for the limited revisions to the 2021 SGIA.

[11] The municipal light departments were established pursuant to G.L. c. 164, § 34 (or by special acts of the Massachusetts Legislature) and are departments of the towns or cities in which they operate.

Such appropriations are also public funds. Moreover, Berkshire Wind has asserted that if a party were to attempt to enforce a contractual indemnification provision against a city or town (municipal light departments are departments of the city or town), such provision could be held invalid as being a liability in excess of an appropriation in violation of G.L. c. 44, §31 (unless the city or town breached the contract in issue). *City of Worcester v. Granger Bros.*, 19 Mass. App. Ct. 379, 388 (1985).

According to Berkshire Wind, there is also a question as to whether the use of public funds for indemnification purposes would be inconsistent with the Massachusetts constitution. As Berkshire Wind explained, G.L. c. 164, § 47C (xxiii) provides that the exercise of a municipal lighting plant cooperative's "other powers" shall not be inconsistent with the state constitution. Article 62, § 1 of the Massachusetts Constitution, in turn, prohibits the credit of the Commonwealth, in any manner, be given to or in aid of any corporation, person or private association.

Given the uncertainty regarding Berkshire Wind's authority to indemnify a private counterparty, the parties agreed to modify the indemnity provisions of the 2021 SGIA, as detailed in Section III below.

III. DISCUSSION

The Filing Parties submit the 2021 SGIA with the Commission because it is a non-conforming agreement. In various orders, the Commission has provided guidance regarding deviations from the applicable standard form of service agreement – the ISO's *pro forma* SGIA. Specifically, the Commission has stated that where a case-specific deviation from a *pro forma* interconnection agreement is sought, justification explaining what makes the interconnection unique and what operational concerns or other reasons necessitate the changes, including reliability concerns, novel legal issues or other unique factors, must be provided.[12] The modifications to the *pro forma* SGIA indemnification provisions are necessary given Berkshire Wind's representations about its ability to indemnify the ISO and NSTAR from liability to third parties and, consequently, to provide alternative protection to the ISO and NSTAR under the agreement.

Article 7.3 of the *pro forma* SGIA contains the indemnification provisions, which are designed, among other things, to protect the indemnified Party from liability incurred to third parties as a result of carrying out the provisions of the agreement. To that end, Article 7.3.2 requires each Party to indemnify the other Parties at all times:

> Each Party shall at all times indemnify, defend, and hold the other Parties harmless from, any and all damages, losses, claims, including claims and actions related 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

[12] *See* Order No. 2006 at P 562. *See also Midwest Independent Transmission System Operator, Inc.*, 111 FERC ¶ 61,421 at P 11 (2005) (citing Order No. 2003 at PP 913-15).

parties, arising out of or resulting from the other Party's(ies') action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

During the development of the 2021 SGIA (similar to the development of the 2014 SGIA), Berkshire Wind raised concerns regarding its ability to meet the *pro forma* SGIA indemnification obligation. Specifically, Berkshire Wind explained that given its legal structure and purpose, there is a question as to whether Berkshire Wind is authorized to indemnify the Filing Parties as required under the *pro forma* SGIA. Given this, Berkshire Wind requested and the Filing Parties agreed to modify Article 7.3 as follows:

7.3.2 To the extent permitted by applicable law, ~~E~~each Party shall at all times indemnify, defend, and hold the other Parties harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's(ies') action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails or is unable to indemnify by law as determined by a court of final appeal in the Commonwealth of Massachusetts, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may as a matter of contract at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

7.3.4 If an indemnifying Party is obligated to indemnify and hold any indemnified person harmless or by contract, under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

The proposed revisions to the indemnification provision do not relieve Berkshire Wind of its indemnification obligation. Under the proposed revisions Berkshire Wind is still required to indemnify the other Parties "to the extent permitted by applicable law." The proposed revisions provide a standard for determining when Berkshire Wind is unable to indemnify by law – namely, "as determined by a court of final appeal in the Commonwealth of Massachusetts." The proposed revisions also include a contractual obligation as a substitute for indemnification in the event that a court of final appeal in the Commonwealth of Massachusetts determines that Berkshire Wind is unable to indemnify by law.

The Filing Parties believe that the proposed revisions to Article 7.3 are just and reasonable. The limited revisions accommodate the mutual interests of the Parties (as evidenced by the signature of all the Parties) and are necessary to recognize the unique issues associated with the uncertainty of Berkshire Wind's authority to contractually indemnify the Filing Parties from liability incurred by third parties.

IV. REQUESTED EFFECTIVE DATE AND WAIVERS

The Filing Parties respectfully request that the Commission accept the 2021 SGIA, without modifications or conditions, effective November 23, 2021, to coincide with the date the parties executed the agreement. The Filing Parties request any waivers of the Commission's regulations, including but not limited to, 18 C.F.R. §§ 35.3, 35.11, and 35.15, that may be necessary so as to permit the requested effective date.

Good cause exists to grant a limited waiver of the Commission's prior notice requirements so as to permit the requested effective date to align with the provisions of the agreement. *See* Berkshire Wind SGIA, Article 3.1. The Commission has previously granted waiver when "all affected parties have sufficient notice that [the] change will be incorporated in the [Tariff]."[13] This waiver will have no adverse effect on any party. Moreover, waiver is appropriate because the 2021 SGIA is being filed no later than 30 days after the commencement of service.[14]

In the alternative, should the Commission reject the proposed effective date, the Filing Parties request as early an effective date as the Commission may allow.

V. CONTENTS OF THE FILING

This filing includes the following:

- this transmittal letter;
- the 2021 SGIA, *in eTariff format* (with CEII redacted);
- a non-public and complete version of the 2021 SGIA *that contains CEII*; and,
- sheets from the 2021 SGIA in blacklined format with deviations from the current *pro forma* SGIA.

[13] *California Independent System Operator Corp*., 111 FERC ¶ 61,073 at P 26 (2005).
[14] *See Prior Notice Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61,139, at 61,983-84, *order on reh'g*, 65 FERC ¶ 61,081 (1993).

VI. CONCLUSION

For the foregoing reasons, the Filing Parties respectfully request that the Commission approve the 2021 SGIA with an effective date of November 23, 2021.

Respectfully submitted,

ISO NEW ENGLAND INC.

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STANDARD SMALL GENERATOR INTERCONNECTION AGREEMENT (SGIA)

BY AND AMONG

ISO NEW ENGLAND INC.

AND

BERKSHIRE WIND POWER COOPERATIVE CORPORATION

AND

NSTAR ELECTRIC COMPANY

Public Version - Critical Energy Infrastructure Information – Redacted

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THIS STANDARD SMALL GENERATOR INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this 23rd day of November, 2021, by and between Berkshire Wind Power Cooperative Corporation, a Massachusetts Municipal Light Plant Cooperative organized as a non-stock corporation and existing under the laws of the Commonwealth of Massachusetts ("Interconnection Customer" with a Small Generating Facility), ISO New England Inc., a non-stock corporation organized and existing under the laws of the State of Delaware ("System Operator"), and NSTAR Electric Company, a corporation organized and existing under the laws of the Commonwealth of Massachusetts ("Interconnecting Transmission Owner"). Under this Agreement the Interconnection Customer, System Operator, and Interconnecting Transmission Owner each may be referred to as a "Party" or collectively as the "Parties."

In consideration of the mutual covenants set forth herein, the Parties agree as follows

Article 1. Scope and Limitations of Agreement

1.1 Applicability:

This Agreement shall be used for all Interconnection Requests submitted under the Small Generator Interconnection Procedures (SGIP) except for those submitted under the 10 kW Inverter Process contained in SGIP Attachment 5.

1.2 Purpose

This Agreement governs the terms and conditions under which the Interconnection Customer's Small Generating Facility will interconnect with, and operate in parallel with, the Interconnecting Transmission Owner's facilities that are part of the Administered Transmission System.

1.3 No Agreement to Purchase or Deliver Power

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable Party.

1.4 Limitations

Nothing in this Agreement is intended to affect any other agreement between the Parties.

1.5 Responsibilities of the Parties

1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.

1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Small Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.

1.5.3 The Interconnecting Transmission Owner shall construct, operate, and maintain its transmission facilities and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.

1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Small Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Interconnecting Transmission Owner, the New England Transmission System and any Affected Systems.

1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Interconnecting Transmission

Owner and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the New England Transmission System, or Interconnecting Transmission Owner's transmission facilities, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.

1.5.6 The System Operator, with input from the Interconnecting Transmission Owner, shall coordinate with all Affected Systems to support the interconnection.

1.5.7 The Interconnection Customer shall ensure "frequency ride through" capability and "voltage ride through" capability of its Small Generating Facility. The Interconnection Customer shall enable these capabilities such that its Small Generating Facility shall not disconnect automatically or instantaneously from the system or equipment of the Interconnecting Transmission Owner, the New England Transmission System and any Affected Systems for a defined under-frequency or over-frequency condition, or an under-voltage or over-voltage condition, as tested pursuant to Article 2.1 of this Agreement. The defined conditions shall be in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the New England Control Area on a comparable basis. The Small Generating Facility's protective equipment settings shall comply with the Interconnecting Transmission Owner's automatic load-shed program. The System Operator and Interconnecting Transmission Owner shall review the protective equipment settings to confirm compliance with the automatic load-shed program. The term "ride through" as used herein shall mean the ability of a Small Generating Facility to stay connected to and synchronized with the system or equipment of the Interconnecting Transmission Owner, the New England Transmission System and any Affected Systems during system disturbances within a range of conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the New England Control Area on a comparable basis. The term "frequency ride through" as used herein shall mean the ability of a Small Generating Facility to stay connected to and synchronized with the system or equipment of the Interconnecting Transmission Owner, the New England Transmission System and any Affected Systems during system disturbances within a range of under-frequency and over-frequency

conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the New England Control Area on a comparable basis. The term "voltage ride through" as used herein shall mean the ability of a Small Generating Facility to stay connected to and synchronized with the system or equipment of the Interconnecting Transmission Owner, the New England Transmission System and any Affected Systems during system disturbances within a range of under-voltage and over-voltage conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the New England Control Area on a comparable basis.

1.6 Parallel Operation Obligations

Once the Small Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Small Generating Facility in the applicable control area, including, but not limited to the ISO New England Operating Documents, and the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7 Metering

The Interconnection Customer shall be responsible for the Interconnecting Transmission Owner's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachment 2 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

1.8 Reactive Power and Primary Frequency Response

1.8.1 Power Factor Design Criteria

1.8.1.1 Synchronous Generation. The Interconnection Customer shall design its Small Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection with dynamic reactive capability over the power factor range of 0.95 leading to 0.95 lagging, unless the System

Operator or Interconnecting Transmission Owner has established different requirements that apply to all similarly situated synchronous (and non-wind non-synchronous generators as specified in Appendix G, Section A.ii.4, to the LGIA) generators on a comparable basis and in accordance with Operating Requirements.

1.8.1.2 Non-Synchronous Generation. Generating Facilities shall be subject to the power factor design criteria specified in Appendix G to the LGIA. Wind and inverter-based Generating Facilities shall be subject to the Low Voltage Ride-Through Capability requirements specified in Appendix G to the LGIA.

1.8.2 Interconnection Customers shall be compensated for reactive power service in accordance with Schedule 2 of the Tariff.

1.8.3 Primary Frequency Response

Interconnection Customer with an Interconnection System Impact Study that commenced before May 15, 2018 is obligated to provide and maintain a functioning governor on all generating units comprising the Small Generating Facility in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Interconnection Customer with an Interconnection System Impact Study that commenced on or after May 15, 2018 shall ensure the primary frequency response capability of its Small Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term "functioning governor or equivalent controls" as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Small Generating Facility's real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and ±0.036 Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved NERC Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Small Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are

outside of the deadband parameter; or (2) based on an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Small Generating Facility's real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Small Generating Facility's real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. Interconnection Customer shall notify System Operator and Interconnecting Transmission Owner that the primary frequency response capability of the Small Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Small Generating Facility with the New England Transmission System, Interconnection Customer shall operate the Small Generating Facility consistent with the provisions specified in Articles 1.8.3.1 and 1.8.3.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Small Generating Facilities.

1.8.3.1 Governor or Equivalent Controls. Whenever the Small Generating Facility is operated in parallel with the New England Transmission System, Interconnection Customer shall operate the Small Generating Facility with its governor or equivalent controls in service and responsive to frequency. Interconnection Customer shall: (1) in coordination with System Operator and Interconnecting Transmission Owner, set the deadband parameter to: (1) a maximum of ±0.036 Hz and set the droop parameter to a maximum of 5 percent; or (2) implement the relevant droop and deadband settings from an approved NERC Reliability Standard that provides for equivalent or more stringent parameters. Interconnection Customer shall be required to provide the status and settings of the governor or equivalent controls to System Operator and Interconnecting Transmission Owner upon request. If Interconnection Customer needs to operate the Small Generating Facility with its governor or equivalent controls not in service, Interconnection Customer shall immediately notify System Operator and

Interconnecting Transmission Owner, and provide both with the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will be returned to service. Interconnection Customer shall make Reasonable Efforts to return its governor or equivalent controls into service as soon as practicable. Interconnection Customer shall make Reasonable Efforts to keep outages of the Small Generating Facility's governor or equivalent controls to a minimum whenever the Small Generating Facility is operated in parallel with the New England Transmission System.

1.8.3.2 Timely and Sustained Response. Interconnection Customer shall ensure that the Small Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and shall begin immediately after frequency deviates outside of the deadband, and to the extent the Small Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Small Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. A Commission-approved Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

1.8.3.3 Exemptions. Small Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Articles 1.8.3, 1.8.3.1, and 1.8.3.2 of this Agreement. Small Generating Facilities that are behind the meter generation that is sized-to-load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output

necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability in accordance with the droop and deadband capability requirements specified in Article 1.8.3, but shall be otherwise exempt from the operating requirements in Articles 1.8.3, 1.8.3.1, 1.8.3.2, and 1.8.3.4 of this Agreement.

1.8.3.4 Electric Storage Resources. Interconnection Customer interconnecting a Small Generating Facility that is an electric storage resource shall establish an operating range in Attachment 5 of its SGIA that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in Articles 1.8.3, 1.8.3.1, 1.8.3.2 and 1.8.3.3 of this Agreement. Attachment 5 shall specify whether the operating range is static or dynamic, and shall consider: (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by System Operator, Interconnecting Transmission Owner and Interconnection Customer. If the operating range is dynamic, then Attachment 5 must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

Interconnection Customer's electric storage resource is required to provide timely and sustained primary frequency response consistent with Article 1.8.3.2 of this Agreement when it is online and dispatched to inject electricity to the New England Transmission System and/or receive electricity from the New England Transmission System. This excludes circumstances when the electric storage resource is not dispatched to inject electricity to the New England Transmission System and/or dispatched to receive electricity from the New England Transmission System. If Interconnection Customer's electric storage resource is charging at the time of a frequency deviation outside of its deadband parameter,

it is to increase (for over-frequency deviations) or decrease (for under-frequency deviations) the rate at which it is charging in accordance with its droop parameter. Interconnection Customer's electric storage resource is not required to change from charging to discharging, or vice versa, unless the response necessitated by the droop and deadband settings requires it to do so and it is technically capable of making such a transition.

1.9 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement. Capitalized terms in Schedule 23 that are not defined in the Glossary of Terms shall have the meanings specified in Sections I.2.2. of the Tariff.

1.10 Scope of Service

1. 10.1 Interconnection Product Options. Interconnection Customer has selected the following (checked) type of Interconnection Service:

___ NR for NR Interconnection Service (NR Capability Only)
_X_ CNR for CNR Interconnection Service (NR Capability and CNR Capability)

1.10.1.1 Capacity Network Resource Interconnection Service (CNR Interconnection Service

(a) The Product. The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and the Interconnecting Transmission Owner and Affected Parties must construct the Network Upgrades needed to interconnect the Small Generating Facility in a manner comparable to that in which all other CNRs are interconnected under the CC Interconnection Standard. CNR Interconnection Service allows the Interconnection Customer's Small Generating Facility to be designated as a CNR to participate in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the net CNR Capability, or as otherwise provided in Market Rule 1, Section III of the Tariff, on the same basis as all

other existing Capacity Network Resources, and to be studied as a Capacity Network Resource on the assumption that such a designation will occur.

1.10.1.2 Network Resource Interconnection Service (NR Interconnection Service).

(a) The Product. The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and Interconnecting Transmission Owner and Affected Parties must construct the Network Upgrades needed to interconnect the Small Generating Facility in a manner comparable to that in which all other Network Resources are interconnected under the NC Interconnection Standard.

NR Interconnection Service allows the Interconnection Customer's Small Generating Facility to participate in the New England Markets, in accordance with Market Rule, Section III of the Tariff, up to the gross and net NR Capability or as otherwise provided in Market Rule 1, Section III of the Tariff. Notwithstanding the above, the portion of a Small Generating Facility that has been designated as a Network Resource interconnected under the NC Interconnection Standard cannot be a capacity resource under Section III.13 of the Tariff, except pursuant to a new Interconnection Request for CNR Interconnection Service.

1.10.1.3 Provision of Service. System Operator and Interconnecting Transmission Owner shall provide Interconnection Service for the Small Generating Facility at the Point of Interconnection.

1.10.1.4 Performance Standards. Each Party shall perform all of its obligations under this SGIA in accordance with Applicable Laws and Regulations, the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such requirements and standards, such Party shall not be deemed to be in Breach of this SGIA for its compliance therewith. If such Party is the Interconnecting Transmission Owner, then that Party shall amend the SGIA and System

Operator, in conjunction with the Interconnecting Transmission Owner, shall submit the amendment to the Commission for approval.

1.10.1.5 No Transmission Service Delivery. The execution of this SGIA does not constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service, or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

1.10.1.6 Transmission Delivery Service Implications. CNR Interconnection Service and NR Interconnection Service allow the Interconnection Customer's Small Generating Facility to be designated by any Network Customer under the Tariff on the New England Transmission System as a Capacity Network Resource or Network Resource, up to the net CNR Capability or NR Capability, respectively, on the same basis as all other existing Capacity Network Resources and Network Resources interconnected to the New England Transmission System, and to be studied as a Capacity Network Resource or a Network Resource on the assumption that such a designation will occur. Although CNR Interconnection Service and NR Interconnection Service do not convey a reservation of transmission service, any Network Customer can utilize its network service under the Tariff to obtain delivery of capability from the Interconnection Customer's Small Generating Facility in the same manner as it accesses Capacity Network Resources and Network Resources. A Small Generating Facility receiving CNR Interconnection Service or NR Interconnection Service may also be used to provide Ancillary Services, in accordance with the Tariff and Market Rule 1, after technical studies and/or periodic analyses are performed with respect to the Small Generating Facility's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Capacity Network Resource or Network Resource. However, if an Interconnection Customer's Small Generating Facility has not been

designated as a Capacity Network Resource or as a Network Resource by any load, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all Generating Facilities that are similarly situated.

CNR Network Interconnection Service and NR Interconnection Service do not necessarily provide the Interconnection Customer with the capability to physically deliver the output of its Small Generating Facility to any particular load on the New England Transmission System without incurring congestion costs. In the event of transmission constraints on the New England Transmission System, the Interconnection Customer's Small Generating Facility shall be subject to the applicable congestion management procedures for the New England Transmission System in the same manner as other Capacity Network Resources or Network Resources.

There is no requirement either at the time of study or interconnection, or at any point in the future, that the Interconnection Customer's Small Generating Facility be designated as a Capacity Network Resource or as a Network Resource by a Network Customer under the Tariff or that the Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Small Generating Facility as either a Capacity Network Resource or a Network Resource, it must do so pursuant to the Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining CNR Interconnection Service or NR Interconnection Service, as long as the Small Generating Facility has not been deemed to be retired, any future transmission service request for delivery from the Small Generating Facility on the New England Transmission System of any amount of capacity capability and/or energy capability will not require that any additional studies be performed or that any further upgrades associated with such Small Generating Facility be undertaken, regardless of whether or not such Small Generating Facility is ever designated by a Network Customer as a Capacity Network Resource or Network Resource and regardless of changes in

ownership of the Small Generating Facility. To the extent the Interconnection Customer enters into an arrangement for long-term transmission service for deliveries from the Small Generating Facility outside the New England Transmission System, or if the unit has been deemed to be retired, such request may require additional studies and upgrades in order for Interconnecting Transmission Owner to grant such request.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

2.1.1. The Interconnection Customer shall test and inspect its Small Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the System Operator and the Interconnecting Transmission Owner of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Interconnecting Transmission Owner may, at its own expense, send qualified personnel to the Small Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Interconnecting Transmission Owner a written test report when such testing and inspection is completed.

2.1.2 The Interconnecting Transmission Owner shall provide the Interconnection Customer and the System Operator written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Interconnecting Transmission Owner of the safety, durability, suitability, or reliability of the Small Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Small Generating Facility.

2.2 Authorization Required Prior to Parallel Operation

2.2.1 The Interconnecting Transmission Owner and System Operator shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally,

the Interconnecting Transmission Owner shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Interconnecting Transmission Owner shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

2.2.2 The Interconnection Customer shall not operate its Small Generating Facility in parallel with the New England Transmission System or Interconnecting Transmission Owner's transmission facilities, without prior written authorization of the Interconnecting Transmission Owner. The Transmission Provider will provide such authorization once the Transmission Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access

2.3.1 Upon reasonable notice, the Interconnecting Transmission Owner may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Small Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Small Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Interconnecting Transmission Owner at least five Business Days prior to conducting any on-site verification testing of the Small Generating Facility.

2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Interconnecting Transmission Owner shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

2.3.3 Each Party shall be responsible for its own costs associated with following this article.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties subject to acceptance by the Commission (if applicable), or if filed unexecuted, upon the date specified by the Commission. System Operator and Interconnecting Transmission Owner shall promptly file this Agreement with the Commission upon execution, if required.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and by mutual agreement of the Parties shall remain in effect for a period of twenty (20) years, (Term to be specified in individual Agreements, but in no case should the term be less than ten years from the Effective Date or such other longer period as the Interconnection Customer may request) and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with the Commission of a notice of termination of this Agreement (if required), which notice has been accepted for filing by the Commission.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the System Operator and Interconnecting Transmission Owner 20 Business Days written notice.

3.3.2 Each Party may terminate this Agreement after Default pursuant to article 7.6.

3.3.3 Upon termination of this Agreement, the Small Generating Facility will be disconnected from the Interconnecting Transmission Owner's Interconnection Facilities. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless

such termination resulted from the non-terminating Party's Default of this SGIA or such non-terminating Party otherwise is responsible for these costs under this SGIA.

3.3.4 The termination of this Agreement shall not relieve any Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.5 The provisions of this article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1 Emergency Conditions

"Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, the Interconnecting Transmission Owner's Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of the Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Generating Facility or the Interconnection Customer's Interconnection Facilities. The System Operator and the Interconnecting Transmission Owner may immediately suspend interconnection service and temporarily disconnect the Small Generating Facility in accordance with applicable provisions of the Operating Requirements. The System Operator and Interconnecting Transmission Owner shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Small Generating Facility. The Interconnection Customer shall notify the System Operator and Interconnecting Transmission Owner promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the New England Transmission System or any

Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of the Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Routine Maintenance, Construction, and Repair

3.4.2.1 Outage Authority and Coordination. The System Operator shall have the authority to coordinate facility outages in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Each Party may in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, in coordination with the other Party(ies), remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's(ies') facilities as necessary to perform maintenance or testing or to install or replace equipment, subject to the oversight of System Operator in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

3.4.2.2 Outage Schedules. Outage scheduling, and any related compensation, shall be in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

3.4.2.3 Interruption of Service. In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, the System Operator or Interconnecting Transmission Owner may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect System Operator's or Interconnecting Transmission Owner's ability to perform such activities as are necessary to safely and reliably operate and maintain the New England Transmission System.

3.4.3 Forced Outages

During any forced outage, the Interconnecting Transmission Owner and the System Operator may suspend interconnection service to effect immediate repairs on the New England Transmission System. The Interconnecting Transmission Owner shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Interconnecting Transmission Owner shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 Adverse Operating Effects

The Interconnecting Transmission Owner shall notify the Interconnection Customer and the System Operator as soon as practicable if, based on Good Utility Practice, operation of the Small Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generating Facility could cause damage to the New England Transmission System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Interconnecting Transmission Owner may disconnect the Small Generating Facility. The Interconnecting Transmission Owner shall provide the Interconnection Customer and the System Operator with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5 Modification of the Small Generating Facility

The Interconnection Customer must receive written authorization from: (1) the Interconnecting Transmission Owner before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of the Interconnecting Transmission Owner's Interconnection Facilities; and (2) the System Operator before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of the New England Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the System Operator's or the Interconnecting Transmission Owner's, as appropriate, prior

written authorization, the latter shall have the right to temporarily disconnect the Small Generating Facility.

3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Small Generating Facility, Interconnection Facilities, and the New England Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Interconnecting Transmission Owner shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Interconnecting Transmission Owner.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Interconnecting Transmission Owner's Interconnection Facilities.

4.2 Distribution Upgrades

The Interconnecting Transmission Owner shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Interconnecting Transmission Owner and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to

the Interconnection Customer. The Interconnection Customer shall be responsible for its share of all reasonable expenses, associated with operating, maintaining, repairing, and replacing such Distribution Upgrades, except to the extent that a retail tariff of, or an agreement with, the Interconnecting Transmission Owner or its distribution company affiliate, if appropriate, provides otherwise.

Article 5. Cost Responsibility for Network Upgrades

5.1 Applicability

No portion of this article 5 shall apply unless the interconnection of the Small Generating Facility requires Network Upgrades, including Stand Alone Network Upgrades.

5.2 Network Upgrades

The Interconnecting Transmission Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Interconnecting Transmission Owner and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Interconnecting Transmission Owner elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer.

5.2.1.1 Cost Allocation. Cost allocation of Generator Interconnection Related Upgrades shall be in accordance with Schedule 11 of Section II of the Tariff.

5.2.1.2 Compensation. Any compensation due to the Interconnection Customer for increases in transfer capability to the PTF resulting from its Generator Interconnection Related Upgrade shall be determined in accordance with Sections II and III of the Tariff.

5.3 Special Provisions for Affected Systems

The Interconnection Customer shall enter into separate related facilities agreements to address any upgrades to the Affected System(s) that are necessary for safe and reliable interconnection of the Interconnection Customer's Small Generating Facility.

5.4 Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades.

Article 6. Billing, Payment, Milestones, and Financial Security

6.1 Billing and Payment Procedures and Final Accounting

6.1.1 The Interconnecting Transmission Owner shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.1.2 Within three months of completing the construction and installation of the Interconnecting Transmission Owner's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Transmission Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Interconnecting Transmission Owner for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Interconnecting Transmission Owner shall invoice the Interconnection Customer for

the amount due and the Interconnection Customer shall make payment to the Interconnecting Transmission Owner within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Interconnecting Transmission Owner shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

6.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party(ies) of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless (1) it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

6.3 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Interconnecting Transmission Owner's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Interconnecting Transmission Owner a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Interconnecting Transmission Owner in accordance with Section 7 of Schedule 11 of the Tariff. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Interconnecting Transmission Owner's Interconnection Facilities and Upgrades. In addition:

6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Interconnecting Transmission Owner, and contain terms and conditions that guarantee

payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.

6.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Interconnecting Transmission Owner and must specify a reasonable expiration date.

Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

Notwithstanding any other provision of this Agreement, the liability, indemnification and insurance provisions of the Transmission Operating Agreement ("TOA") or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnection Transmission Owner and the liability, indemnification and insurance provisions of the Tariff apply to the relationship between the System Operator and the Interconnection Customer and between the Interconnecting Transmission Owner and the Interconnection Customer.

7.1 Assignment

This Agreement may be assigned by a Party upon 15 Business Days prior written notice and opportunity to object by the other Parties; provided that:

7.1.1 The Parties may assign this Agreement without the consent of the other Parties to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the other Parties of any such assignment.

7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Interconnecting Transmission Owner or the System Operator, for collateral security purposes to aid in providing financing for the Small Generating Facility, provided that the Interconnection Customer will promptly notify the Interconnecting Transmission Owner and the System Operator of any such assignment.

7.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2 Limitation of Liability

Each Party's liability to the other Party(ies) for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall a Party be liable to another Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

7.3 Indemnity

7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.

7.3.2 To the extent permitted by applicable law, each Party shall at all times indemnify, defend, and hold the other Parties harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's(ies') action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, or is unable to indemnify by law as determined by a court of final appeal in the Commonwealth of Massachusetts, after notice and reasonable opportunity to proceed under this article, to assume the defense of

such claim, such indemnified person may, as a matter of contract, at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

7.3.4 If an indemnifying Party is obligated to indemnify and hold any indemnified person harmless, or by contract, under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

7.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

7.4 Consequential Damages

Other than as expressly provided for in this Agreement, in no event shall a Party be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to another Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5 Force Majeure

7.5.1 As used in this article, a Force Majeure Event shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities,

or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing."

7.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party(ies), either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party(ies) informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6 Default

7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party(ies). Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

7.6.2 If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party(ies) shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not those Parties terminate this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all

other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 8. Insurance Requirements

8.1 General Liability

The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in the State where the interconnection is located. Certification that such insurance is in effect shall be provided upon request of the Interconnecting Transmission Owner, except that the Interconnection Customer shall show proof of insurance to the Interconnecting Transmission Owner no later than ten Business Days prior to the anticipated commercial operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

8.2 Insurer Requirements and Endorsements

All required insurance shall be carried by reputable insurers qualified to underwrite insurance in the state where the interconnection is located having a Best Rating of "A-". In addition, all insurance shall, (a) include Interconnecting Transmission Owner and System Operator as additional insureds; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Interconnecting Transmission Owner and System Operator shall not incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to Interconnecting Transmission Owner and System Operator prior to cancellation, termination, or material change of such insurance; provided that to the extent the Interconnection Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnection Customer shall

only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Interconnecting Transmission Owner and System Operator as required above.

If the requirement of clause (a) in the paragraph above prevents Interconnection Customer from obtaining the insurance required without added cost or due to written refusal by the insurance carrier, then upon Interconnection Customer's written notice to Interconnecting Transmission Owner and System Operator, the requirements of clause (a) shall be waived.

8.3 Evidence of Insurance

Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnection Customer.

The Interconnection Customer is responsible for providing the Interconnecting Transmission Owner and the System Operator with evidence of insurance in compliance with this Tariff on an annual basis.

Prior to the Interconnecting Transmission Owner commencing work on Interconnection Facilities, Network Upgrades and Distribution Upgrades, the Interconnection Customer shall have its insurer furnish to the Interconnecting Transmission Owner and the System Operator certificates of insurance evidencing the insurance coverage required above. The Interconnection Customer shall notify and send to the Interconnecting Transmission Owner and the System Operator a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Transmission Owner and the System Operator may at their discretion require the Interconnection Customer to maintain tail coverage for three years on all policies written on a "claims-made" basis.

8.4 Self Insurance

If Interconnection Customer is a company with a self-insurance program established in accordance with commercially acceptable risk management practices, Interconnection Customer may comply with the

following in lieu of the above requirements as reasonably approved by the Interconnecting Transmission Owner and the System Operator:

- Interconnection Customer shall provide to Interconnecting Transmission Owner and System Operator, at least thirty (30) calendar days prior to the Date of Initial Operation, evidence of such program to self-insure to a level of coverage equivalent to that required.
- If Interconnection Customer ceases to self-insure to the standards required hereunder, or if Interconnection Customer is unable to provide continuing evidence of Interconnection Customer's financial ability to self-insure, Interconnection Customer agrees to promptly obtain the coverage required under Article 8.1.

8.5 Interconnecting Transmission Owner Insurance

The Interconnecting Transmission Owner agrees to maintain general liability insurance or self-insurance consistent with the Interconnecting Transmission Owner's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Interconnecting Transmission Owner's liabilities undertaken pursuant to this Agreement.

Article 9. Confidentiality

9.1 Confidential Information shall include without limitation, all information governed by the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, and any confidential and/or proprietary information provided by a Party to the another Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.

9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party(ies) and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that

information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.

9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party(ies) as it employs to protect its own Confidential Information.

9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

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

Article 10. Disputes

10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.

10.2 In the event of a dispute, a Party shall provide the other Party(ies) with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.

10.3 If the dispute has not been resolved within two Business Days after receipt of the Notice, any Party may contact the Commission's Dispute Resolution Service (DRS) for assistance in resolving the dispute.

10.4 The DRS will assist the Parties in either resolving their dispute or in selecting an appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral evaluation, or technical expert) to assist the Parties in resolving their dispute. DRS can be reached at 1-877-337-2237 or via the internet at http://www.ferc.gov/legal/adr.asp.

10.5 Each Party agrees to conduct all negotiations in good faith and will be responsible for its pro-rata share of any costs paid to neutral third-parties.

10.6 If no Party elects to seek assistance from the DRS, or if the attempted dispute resolution fails, then each Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

Article 11. Taxes

11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with Commission policy and Internal Revenue Service requirements.

11.2 Each Party shall cooperate with the other to maintain the other Party's(ies') tax status. Nothing in this Agreement is intended to adversely affect the Interconnecting Transmission Owner's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the Commonwealth of Massachusetts (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is

subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by the Parties, or under article 12.12 of this Agreement.

12.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

12.4 Waiver

The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.1 Any waiver at any time by a Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Interconnecting Transmission Owner. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5 Entire Agreement

Except for the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, this Agreement, including all Attachments, constitutes the entire agreement

between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. Except for the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, there are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

12.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9 Security Arrangements

Infrastructure security of the New England Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. The Commission expects the System Operator, Interconnecting Transmission Owners,

market participants, and Interconnection Customers interconnected to the New England Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10 Environmental Releases

Each Party shall notify the other Party(ies), first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Small Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party(ies). The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party(ies) copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party(ies) for the performance of such subcontractor.

12.11.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party(ies) for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement

upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

12.12 Reservation of Rights

Consistent with Section 4.8 of Schedule 23, the Interconnecting Transmission Owner and the System Operator shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement under any applicable provision of the Federal Power Act and the Commission's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party(ies) and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of the Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

Article 13. Notices

13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national currier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

Berkshire Wind Power Cooperative Corporation
Attention: Brian Quinn, Director – Engineering & Generation Assets
Massachusetts Municipal Wholesale Electric Company, as Agent

327 Moody Street
Ludlow, MA 01056

Phone: 413-308-1314 Fax: 413-547-0315

If to the Interconnecting Transmission Owner:

NSTAR Electric Company
Attention: Warren R. Boutin
Director, Electric Service Support and Distributive Generation
247 Station Drive
Westwood, MA 02090
Phone: 781-441-8014

If to the System Operator:

ISO New England Inc.
Attention: Generation Interconnection, Transmission Planning Department
One Sullivan Road
Holyoke, MA 01040-2841
Phone: 413-540-4220 Fax: 413-540-4203

With a copy to:

Billing Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

13.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer:
Berkshire Wind Power Cooperative Corporation
Attention: Accounts Payable
327 Moody Street

P.O. Box 427
Ludlow, MA 01056
Phone: 413-308-1382 Fax: 413-547-6407

Interconnecting Transmission Owner:
NSTAR Electric Company
Attention: Warren R. Boutin
247 Station Drive
Westwood, MA 02090
Phone: 781-441-8014

With a copy to:
Legal Department
Eversource Energy
107 Selden Street
Berlin, CT 06037

Attention: General Counsel

System Operator: ISO New England Inc.

Attention: Generation Interconnection, Transmission Planning Department
One Sullivan Road
Holyoke, MA 01040-2841
Phone: 413-540-4220 Fax: 413-540-4203

With a copy to:
Billing Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

13.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by a Party to the other Party(ies) and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

Phone: 413-308-1314 Fax: 413-583-8994
E-mail: bquinn@mmwec.org
And
Phone: 413-308-1315 Fax: 413-583-8994
E-mail: jviadero@mmwec.org

If to the Interconnecting Transmission Owner:

NSTAR Electric Company
Attention: Warren R. Boutin, Director, Electric Service Support and Distributive Generation
247 Station Dr.
Westwood, MA 02090

Phone: 781-441-8014

And
E-mail: transmissioninterconnections@eversource.com
Facsimile: (860) 728-4519
Phone: Fax: 860-728-4519

If to the System Operator:

Phone: 413-540-4220 Fax: 413-540-4203
E-mail: geninterconn@iso-ne.com

With a copy to:
Billing Department

Facsimile: (413) 535-4024
E-mail: billingdept@iso-ne.com

13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.
Interconnection Customer's Operating Representative:

Berkshire Wind Power Cooperative Corporation
Attention: Jason Viadero, P.E., Chief Emerging Technologies Engineer
Massachusetts Municipal Wholesale Electric Company, as Agent
327 Moody Street
PO Box 426
Ludlow, MA 01056
Phone: 413-308-1315 Fax: 413-583-8994
E-mail: jviadero@mmwec.org

Interconnecting Transmission Owner's Operating Representative:

NSTAR Electric Company
Attention: Warren R. Boutin, Director, Electric Service Support and Distributive Generation
Address: 247 Station Drive
City: Westwood State: MA Zip: 02090
Phone: 781-441-8014E-mail: warren.boutin@eversource.com

And

E-mail: transmissioninterconnections@eversource.com
Facsimile: (860) 728-4519

System Operator's Operating Representative:

ISO New England Inc.

Attention: Generation Interconnection, Transmission Planning Department
One Sullivan Road
Holyoke, MA 01040-2841
Phone: 413-540-4220 Fax: (413) 540-4203
E-mail: geninterconn@iso-ne.com

DUNS Numbers:

Interconnection Customer: 832929900

Interconnecting Transmission Owner: 006956551

13.5 Changes to the Notice Information

A Party may change this information by giving five Business Days written notice prior to the effective date of the change.

Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

NSTAR Electric Company by its agent Eversource Energy Service Company (Interconnecting Transmission Owner)

Name: V. N. Divatia

Vandan Divatia

Title: Vice President, Transmission Policy and Compliance

Date: 11/23/21

Berkshire Wind Power Cooperative Corporation (Interconnection Customer)

Name: _____

John Driscoll

Title: Chairman of the Board of Directors, Berkshire Wind Power Cooperative Corporation

Date: _____

ISO New England Inc. (System Operator)

Name: _____

Robert Ethier

Title: Vice President, System Planning

Date: _____

Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

NSTAR Electric Company by its agent Eversource Energy Service Company (Interconnecting Transmission Owner)

Name: _____

Vandan Divatia

Title: Vice President, Transmission Policy and Compliance

Date: _____

Berkshire Wind Power Cooperative Corporation (Interconnection Customer)

Name: _____

John Driscoll

Title: Chairman of the Board of Directors, Berkshire Wind Power Cooperative Corporation

Date: 11-19-21

ISO New England Inc. (System Operator)

Name: _____

Robert Ethier

Title: Vice President, System Planning

Date: _____

Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

NSTAR Electric Company by its agent Eversource Energy Service Company (Interconnecting Transmission Owner)

Name: _____

Vandan Divatia

Title: Vice President, Transmission Policy and Compliance

Date: _____

Berkshire Wind Power Cooperative Corporation (Interconnection Customer)

Name: _____

John Driscoll

Title: Chairman of the Board of Directors, Berkshire Wind Power Cooperative Corporation

Date: _____

ISO New England Inc. (System Operator)

Name: Robert Ethier

Robert Ethier

Title: Vice President, System Planning

Date: 11/4/21

ATTACHMENTS TO SGIA

Attachment 1	Glossary of Terms
Attachment 2	Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment
Attachment 3	One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment and Upgrades
Attachment 4	Milestones
Attachment 5	Additional Operating Requirements for the New England Transmission System and Affected Systems Needed to Support the Interconnection Customer's Needs
Attachment 6	Interconnecting Transmission Owner's Description of its Upgrades, and Best Estimates of Upgrade Costs
Attachment 7	Commercial Operation Date

Attachment 1

Glossary of Terms

Administered Transmission System – The PTF, the Non-PTF, and distribution facilities that are subject to the Tariff.

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

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

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

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

Applicable Reliability Standards – The requirements and guidelines of NERC, NPCC and the New England Control Area, including publicly available local reliability requirements of Interconnecting Transmission Owners or other Affected Systems.

At-Risk Expenditure – Money expended for the development of the Generating Facility that cannot be recouped if the Interconnection Customer were to withdraw the Interconnection Request for the Generating Facility. At-Risk Expenditure may include, but is not limited to, money expended on: (1) costs of federal, state, local, regional and town permits, (ii) Site Control, (iii) site-specific design and survey, (iv) construction activities, and (v) non-refundable deposits for major equipment components. For purposes of this definition, At-
Risk Expenditure shall not include costs associated with the Interconnection Studies.

Base Case – Base power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists provided by System Operator, Interconnecting Transmission Owner, and any

Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements; such databases and lists shall include all generation projects and transmission projects that are proposed for the New England Transmission System and any Affected System and for which a transmission expansion plan has been submitted and approved by the applicable authority and which, in the sole judgment of the System Operator, may have an impact on the Interconnection Request. Base Cases also include data provided by the Interconnection Customer, where applicable, to the Interconnecting Transmission Owner and System Operator to facilitate required Interconnection Studies.

Business Day – Monday through Friday, excluding Federal Holidays.

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

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

Capacity Network Resource Capability ("CNR Capability") -- – The MW quantity associated with CNR Interconnection Service, calculated as described in Section II.48 of the Tariff.

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

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

Cluster Enabling Transmission Upgrade ("CETU") shall mean new significant transmission line infrastructure that consists of AC transmission lines and related terminal equipment having a nominal voltage rating at or above 115 kV or HVDC transmission lines and HVDC terminal equipment that is identified through the Clustering Enabling Transmission Upgrade Regional Planning Study conducted to accommodate the Interconnection Requests for which the conditions identified in Section 1.5.3.1 have been triggered. The CETU shall be considered part of a Generator Interconnection Related Upgrade and be categorized as Interconnection Facilities or Network Upgrades.

Cluster Enabling Transmission Upgrade Regional Planning Study ("CRPS") shall mean a study conducted by the System Operator under Attachment K, Section II of the Tariff to identify the Cluster Enabling Transmission Upgrade and associated system upgrades to enable the interconnection of Interconnection Requests for which the conditions identified in Section 1.5.3.1 have been triggered.

Cluster Interconnection Facilities Study ("CFS") shall mean an Interconnection Facilities Study performed using Clustering pursuant to Section 1.5.3.4.

Cluster Interconnection System Impact Study ("CSIS") shall mean an Interconnection System Impact Study performed using Clustering pursuant to Section 1.5.3.3.

Cluster Participation Deposit shall mean the initial and additional deposit due under Sections 1.5.3.3.2.2 and 1.5.3.4.4.

Cluster Entry Deadline shall mean the deadline specified in Section 1.5.3.3.1.

Clustering shall mean the process whereby a group of Interconnection Requests is studied together for the purpose of conducting the Interconnection System Impact Study and Interconnection Facilities Study

and for the purpose of determining cost responsibility for upgrades identified through the Clustering provisions.

Commercial Operation – The status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date – The date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Attachment 7 to the Standard Small Generator Interconnection Agreement.

Default – The failure of a breaching Party to cure its breach under the Small Generator Interconnection Agreement.

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

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

Generating Facility – The Interconnection Customer's device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

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

Initial Synchronization Date – The date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

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

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

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

Interconnection Customer – Any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Small Generating Facility with the Administered Transmission System under the Standard Small Generator Interconnection Procedures.

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

Interconnection Facilities – The Interconnecting Transmission Owner's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include

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

Interconnection Facilities Study – A study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for the Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Administered Transmission System. The scope of the study is defined in Section 3.5 of the Standard Small Generator Interconnection Procedures.

Interconnection Facilities Study Agreement – The form of agreement contained in Attachment 8 of the Standard Small Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

Interconnection Feasibility Study – A preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Administered Transmission System, the scope of which is described in Section 3.3 of the Standard Small Generator Interconnection Procedures. The Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 3.3 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 3.3 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 3.3 and Section 3.4.

Interconnection Feasibility Study Agreement – The form of agreement contained in Attachment 6 of the Standard Small Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

Interconnection Request – The Interconnection Request (a) shall mean an Interconnection Customer's request, in accordance with the Tariff, to: (i) interconnect a new Generating Facility to the Administered Transmission System as either a CNR or a NR; (ii) make a Material Modification to a proposed Generating Facility with an outstanding Interconnection Request; (iii) increase the energy capability or capacity capability of or add energy storage capability to the Small Generating Facility above that specified in an Interconnection Request, an existing Interconnection Agreement (whether executed or filed in unexecuted form with the Commission), or as established pursuant to 1.6.4 of this SGIP; (iv) make a modification to the operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected to the Administered Transmission System; (v) commence participation in the wholesale markets by an existing Generating Facility that is interconnected with the Administered Transmission System; or (vi) change from NR Interconnection Service to CNR Interconnection Service for all or part of a Generating Facility's capability. Interconnection Request shall not include: (i) a retail customer interconnecting a new Generating Facility that will produce electric energy to be consumed only on the retail customer's site; (ii) a request to interconnect a new Generating Facility to a distribution facility that is subject to the Tariff if the Generating Facility will not be used to make wholesale sales of electricity in interstate commerce; or (iii) a request to interconnect a Qualifying Facility (as defined by the Public Utility Regulatory Policies Act, as amended by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying Facility's owner intent is to sell 100% of the Qualifying Facility's output to its interconnected electric utility.

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

Interconnection Study – Any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, and the Interconnection Facilities Study described in the Standard Small Generator Interconnection Procedures. Interconnection Study shall not include a CNR Group Study.

Interconnection Study Agreement – Any of the following agreements: the Interconnection Feasibility Study Agreement, the Interconnection System Impact Study Agreement, and the Interconnection Facilities Study Agreement attached to the Standard Small Generator Interconnection Procedures.

Interconnection System Impact Study – An engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of the Administered Transmission System and any other Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on Adverse System Impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Small Generator Interconnection Procedures. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 3.3 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 3.3 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 3.3 and 3.4.

Interconnection System Impact Study Agreement – The form of agreement contained in Attachment 7 of the Standard Small Generator Interconnection Procedures for conducting the Interconnection System Impact Study.

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

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

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

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

Network Upgrades – Additions, modifications, and upgrades to the New England Transmission System required at or beyond the point at which the Small Generating Facility interconnects with the Administered Transmission System to accommodate the interconnection of the Small Generating Facility with the Administered Transmission System. Network Upgrades do not include Distribution Upgrades.

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

Operating Requirements – Any operating and technical requirements that may be applicable due to System Operator or the Interconnecting Transmission Owner's requirements, including those set forth in the Small Generator Interconnection Agreement, ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

Party– The System Operator, Interconnecting Transmission Owner, Interconnection Customer or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the Administered Transmission System.

Queue Position -- The order of a valid request in the New England Control Area, relative to all other pending requests in the New England Control Area, that is established based upon the date and time of receipt of such request by the System Operator. Requests are comprised of interconnection requests for Generating Facilities, Elective Transmission Upgrades, requests for transmission service and notification of requests for interconnection to other electric systems, as notified by the other electric systems, that impact the Administered Transmission System. References to a "higher-queued" Interconnection Request shall mean one that has been received by System Operator (and placed in queue order) earlier than another Interconnection Request, which is referred to as "lower-queued."

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

Small Generating Facility – A Generating Facility having a maximum gross capability at or above zero degrees F of 20 MW or less.

Stand Alone Network Upgrades – Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their construction. The System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, must agree as to what constitutes Stand Alone Network Upgrades and identify them in Attachment 2 to the Standard Small Generator Interconnection Agreement.

Study Case shall have the meaning specified in Sections 3.3.2 and 3.4.3 of this SGIP.

Study Process – The procedure for evaluating an Interconnection Request that includes the section 3 scoping meeting, Interconnection Feasibility Study, Interconnection System Impact Study, and Interconnection Facilities Study.

Tariff – The System Operator's or Affected System's Tariff through which open access transmission service and Interconnection Service are offered, as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff.

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

Upgrades – The required additions and modifications to the Administered Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

Attachment 2

Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment

I. DESCRIPTION OF MAJOR COMPONENTS

A. Small Generating Facility

(1) Description of Small Generating Facility.

The Small Generating Facility is located on Brodie Mountain Road in Lanesborough, MA. The Small Generating Facility consists of two phases. Phase 1 of the Small Generating Facility consists of ten (10) existing GE 1.5 MW SLe wind turbine generators (15 MW total), which employ the GE LVRT Option low voltage ride through capability.

Phase 2 consists of two (2) GE 2.3 MW 116 wind turbine generators (4.6 MW total) added to the existing facility, for a total Small Generating capability of 19.6 MW. The two (2) GE 2.3 MW 116 wind turbine generators employ the GE ZVRT (zero-voltage ride through Option).

The Phase 1 1.5 MW units generate at 575 volts. The Phase 2 2.3 MW units will generate at 690 volts. The output of each 1.5 MW unit will step up to 23 kV via 23 kV – 575V/332V (1,750 kVA), delta – grounded wye Interconnection Customer-owned transformers. The output of each 2.3 MW unit will step up to 23 kV via 23 kV-690V/398V, (2,700kVA) delta-grounded wye Interconnection Customer-owned transformers.

Prior to the Effective Date of this Agreement, the Small Generating Facility's interconnection to the Administered Transmission System was governed by a Small Generator Interconnection Agreement by and between Interconnection Customer, Western Massachusetts Electric Company ("WMECO") (predecessor to NSTAR Electric Company), and System Operator, dated June 23, 2014, and designated as Original Service Agreement No. SGIA-ISONE/NU-14-01, which was filed with the Commission on July 11, 2014, in Docket No. ER14-2400-000 ("2014 Service Agreement"). The 2014 Service Agreement was filed with the

Commission because it contained limited revisions to the indemnification provisions (Article 7.3) that were necessary in light of Interconnection Customer's representations regarding the uncertainty of its ability to meet the indemnification requirement. The Commission accepted the 2014 Service Agreement by letter order dated September 2, 2014, and made effective June 23, 2014.

On April 10, 2020, the Interconnection Customer submitted a new Interconnection Request to increase the CNR Capability for the Small Generating Facility. The Interconnection Request requires a new three-party pro forma Standard Small Generator Interconnection Agreement as set forth in Schedule 23 to Section II of the Tariff. Accordingly, the Parties have agreed to enter into this Agreement and terminate the 2014 Interconnection Agreement as of the Effective Date of this Agreement.

This Agreement: (1) reflects the requested increase in CNR Interconnection Service; (2) updates facility descriptions and certain Milestones in Appendix B associated with Phase 2 of the Small Generating Facility; (3) reflects the merger into NSTAR Electric Company of WMECO and updates contact information; and (4) incorporates other ministerial or clean-up changes. The System Operator and Interconnecting Transmission Owner will make the necessary filings with the Commission that may be required with respect to this Agreement and the termination of the 2014 Service Agreement, as well as reporting required in the Electronic Quarterly Reports.

(2) The Small Generating Facility shall receive:

__ Network Resource Interconnection Service for the NR Capability See below.

_X_ Capacity Network Resource Interconnection Service for: (a)(i) the NR Capability at a level not to exceed 19.6 gross and net MW for Summer and 19.6 gross and net MW for Winter; and (ii) the CNR Capability at 2.576 MW for Summer and 6.988 MW for Winter is for Phase 1 only, and the CNR Capability associated with adding Phase 2 MW for

Summer at .918 MW and for Winter at 2.175 MW, and which, together, shall not exceed a total combined value of 19.6 MW.

(3) Detailed Description of Small Generating Facility and Generator Step-Up Transformer, if applicable:

Generator Data	
Number of Generators	Twelve (12)
Manufacturer	General Electric
Model	Ten (10) GE 1.5 SLe 1.5 MW and Two (2) GE 2.3 MW 116
Designation of Generator(s)	1,2, 2A, 3, 4, 5, 5A, 6, 6A, 7, 8, 9
Excitation System Manufacturer	Note: The existing ten (10) units are doubly fed induction machines that operate per existing instructions from Interconnecting Transmission Owner and System Operator at a fixed power factor. The 2 additional units are also doubly fed induction machines.
Excitation System Model	(see note above)
Voltage Regulator Manufacturer	Note: generator units are not set to regulate the voltage at the 23 kV Point of Common Coupling; all units operate at a fixed power factor.
Voltage Regulator Model	(see note above)
Generator Ratings	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 90 Degrees F	Ten (10) units at 1.5 MW each and two (2) units at 2.3 MW each; 19.6 MW total for the project
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 50 Degrees F	Ten (10) units at 1.5 MW each and two (2) units at 2.3 MW each; 19.6 MW total for the project
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 20 Degrees F	Ten (10) units at 1.5 MW each and two (2) units at 2.3 MW each; 19.6 MW total for the project
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above zero Degrees F	Ten (10) units at 1.5 MW each and two (2) units at 2.3 MW each; 19.6 MW total for the project

Station Service Load For Each Unit	Minimal
Overexcited Reactive Power at Rated MVA and Rated Power Factor	Ten (10) units at 0.726 MVAr each and two (2) units at 1.114 MVAr each; 9.5 MVAr total for the project
Underexcited Reactive Power at Rated MVA and Rated Power Factor	Ten (10) units at 0.726 MVAr each and two (2) units at 1.114 MVAr each; 9.5 MVAr total for the project
Generator Short Circuit and Stability Data - 1.67 MVA Units	
Generator MVA rating	Ten (10) units at 1.67 MVA each
Generator AC Resistance	Note: all units are doubly-fed induction machines; rotor resistance = 0.00194 ohms, stator resistance = 0.00189 ohms
Subtransient Reactance (saturated)	Xd'' = 0.20 per unit (minimum) based on crow-bar condition of rotor excitation circuit.
Subtransient Reactance (unsaturated)	(see note above)
Transient Reactance (saturated)	Xd' = Xd'' = 0.20 per unit (minimum) based on crow-bar condition of rotor excitation circuit.
Negative sequence reactance	X2' = 1.2219 ohms
Generator Short Circuit and Stability Data – 2.55 MVA Units	
Generator MVA rating	Two (2) units at 2.55 MVA each
Generator AC Resistance	Note: all units are doubly-fed induction machines; rotor resistance = 0.00191 ohms, stator resistance = 0.00192 ohms
Subtransient Reactance (saturated)	0.2899 per unit (minimum) based on crow-bar condition of rotor excitation circuit
Subtransient Reactance (unsaturated)	0.3066 per unit (minimum) based on crow-bar condition of rotor excitation circuit
Transient Reactance (saturated)	0.2899 per unit (minimum) based on crow-bar condition of rotor excitation circuit
Negative sequence reactance	0.056 ohms
Transformer Data – 1,750 kVA Units	
Number of units	Ten (10)

Self Cooled Rating	1,750 kVA each unit
Maximum Rating	1,750 kVA each unit
Winding Connection (LV/LV/HV)	Wye ground/(no tertiary winding)/Delta
Fixed Taps	Five primary (23 kV) fixed taps, 2 ½ % each tap; two (2) taps above nominal and two (2) taps below nominal
Z1 primary to secondary at self cooled rating	5.75%
Z1 primary to tertiary at self cooled rating	Not applicable (no tertiary winding)
Z1 secondary to tertiary at self cooled rating	Not applicable (no tertiary winding)
Positive Sequence X/R ratio primary to secondary	10
Z0 primary to secondary at self cooled rating	5.75 %
Z0 primary to tertiary at self cooled rating	Not applicable (no tertiary winding)
Z0 secondary to tertiary at self cooled rating	Not applicable (no tertiary winding)
Zero Sequence X/R ratio primary to tertiary	Not applicable (no tertiary winding)
Transformer Data – 2,700 kVA Units	
Number of units	Two (2)
Self Cooled Rating	2,700 kVA each unit
Maximum Rating	2,700 kVA each unit
Winding Connection (LV/LV/HV)	Wye ground/(no tertiary winding)/Delta
Fixed Taps	Five primary (23 kV) fixed taps, 2 ½ % each tap; two (2) taps above nominal and two (2) taps below nominal
Z1 primary to secondary at self cooled rating	5.75%

Z1 primary to tertiary at self cooled rating	Not applicable (no tertiary winding)
Z1 secondary to tertiary at self cooled rating	Not applicable (no tertiary winding)
Positive Sequence X/R ratio primary to secondary	7.11
Z0 primary to secondary at self cooled rating	5.75 %
Z0 primary to tertiary at self cooled rating	Not applicable (no tertiary winding)
Z0 secondary to tertiary at self cooled rating	Not applicable (no tertiary winding)
Zero Sequence X/R ratio primary to tertiary	Not applicable (no tertiary winding)

B. Interconnection Facilities

The Interconnection Customer's Interconnection Facilities consist of twelve (12) generator step up transformers ("GSU"), one for each wind turbine, connected to a 23 kV collection circuit. Fuses (200 amp) are provided for 3-phases on the 23 kV side of each GSU. The collection circuit consists of 3-phase, 556.5 KCMIL overhead spacer cable provided with surge arresters. The collection circuit interconnects with the Interconnection Customer's pad-mounted substation components with isolating gang operated load break disconnects on the Interconnection Customer's and Interconnecting Transmission Owner's side of the pad-mounted substation components.

The Interconnecting Transmission Owner's Interconnection Facilities consist of the DSCADA switch (15E4-20) on pole 17/B25M-1 on Brodie Mountain Road in Lanesborough, and the associated DTT equipment for the Interconnection Customer.

The Interconnection Customer is fed from Interconnecting Transmission Owner's Partridge Substation in Pittsfield and the 15E4 circuit, which originates from the 15E4-2 recloser at Partridge Substation and runs approximately eight miles to the Interconnection

Customer's Generating Facility. The 15E4 circuit is a mixture of underground and overhead construction. Overhead construction consists of open wire and spacer cable. At times, the construction is in a double circuit configuration. The 15E4 circuit has three (3) 900 amp vertical disconnects on pole 107/E4-6, an airbrake switch on pole 107/32, and three (3) 900 amp vertical disconnect switches at pole 63B/21.

C. Metering Equipment

The primary revenue meter for the Small Generating Facility located at the 23 kV Point of Interconnection and is labeled "BW ISO METER" (see attached one line diagram). The revenue meter is a Schneider Electric ION 8600 revenue meter (cat. # S8600A4C0H6C1B1K-AA100). It is supplied via three (3) 400:5 ampere current transformers (GE JKW-6A) and three (3) 120:1 ratio voltage transformers (GE JVW-6A) as shown on the attached one line diagram. The meter is remotely read (via telephone modem) by the Interconnecting Transmission Owner and is also remotely read by the Interconnection Customer and reported to the System Operator. A secondary revenue meter is installed between Phase 1 and Phase 2 of the Small Generating Facility with the sole purpose of differentiating between the revenues generated by Phases 1 and 2, which are separate units and assets. The revenue difference between Phases 1 and 2 will be calculated by the Interconnecting Customer. The total revenues for both Phases 1 and 2 shall be read by the primary revenue meter.

D. Other Components

Description of transfer trip: Operation of primary and back-up relays associated with the F132 Line at Adams Substation key a transfer trip transmitter. Operation of primary and back-up relays associated with the F132 Line key at Doreen Substation also key a transfer trip transmitter. Each transmitter is integrated with a dedicated telephone line communications link to transfer trip receivers at the Interconnection Customer's Interconnection Facility ("ICIF"). The simultaneous transfer trip transmissions from both Adams and Doreen Substations will trip open the Generating Facility Interconnection Interrupting Device (ICIF recloser).

A third transfer trip communication link exists between the Generating Facility Interconnection Interrupting Device (ICIF recloser) and the 15E4-2 feeder recloser at Partridge Substation. If the 15E4-2 recloser at Partridge Substation opens, a transfer trip signal will be sent to the ICIF recloser to trip open. A transfer trip signal is also sent to the ICIF recloser if circuit switcher F132-15E-2 at Partridge Substation fails to open during a fault event associated with Partridge Substation. If the ICIF recloser opens, a transfer trip signal will be sent to the Partridge Substation 15E4-2 recloser to trip open. A transfer trip signal is also sent to Partridge Substation if the ICIF recloser fails to open during a fault event associated with Interconnection Customer.

All substation phone terminations have isolators (Positron) to mitigate ground potential rise (GPR) concerns.

The Interconnection Customer must call the Interconnecting Transmission Owner SOC for permission prior to closing their recloser if it is opened by the transfer trip scheme. When the transmission system, Partridge 15E Substation, and/or related circuits are back to normal, the Interconnecting Transmission Owner SOC will give the Interconnection Customer permission to close their recloser.

The Interconnection Customer is responsible for maintaining the telephone lines. For loss of a telephone line between Partridge Substation and ICIF (loss of guard signal only; not a transfer trip signal), there is a 30 second delay, then the transfer trip scheme will immediately shut down all of the wind turbine generators at the Generating Facility. For loss of a phone line between Adams Substation and ICIF, or Doreen Substation and ICIF, a loss of guard alarm will be activated in the ICIF transfer trip receivers. At this time, a loss of guard alarm at the ICIF cannot be seen at the Stony Brook Control Room. For a simultaneous loss of both guard signals from Adams Substation and Doreen Substation, all of the wind turbine generators at the ICIF will be immediately shut down. All wind turbine generators at the ICIF must stay offline until such time at least one of the telephone line is back in service. The recloser at the ICIF will immediately trip upon receipt of a transfer trip signal; not a loss of guard signal.

The Interconnection Customer is responsible for all costs associated with the operation and maintenance of the transfer trip scheme. Should the telephone company need access

to Partridge, Doreen, and/or Adams Substations concerning this scheme or the telephone lines, the Interconnection Customer must make arrangements with the owners of these respective substations for escorted access.

II. INTERCONNECTION EQUIPMENT OWNERSHIP, OPERATION AND MAINTENANCE

A. Point of Change of Ownership; Point of Interconnection

The Small Generating Facility interconnects with the Interconnecting Transmission Owner's 23 kV distribution feeder 15E4 on Brodie Mountain Road in Lanesborough, MA.

The Point of Interconnection and Point of Change of Ownership are at the Siemens Bridges switch: 108 Brodie Mountain Road, Lanesborough, 15E4-20, pole 17/B25M-1. Specifically, the Point of Interconnection is at Pole #1, SW#1. The Point of Change of Ownership is between Interconnection Customer's Pole #1, SW#1, and Interconnecting Transmission Owner's DSCADA switch (15E4-20) on pole 17/B25M-1.

The origin of the 15E4 express feeder is the Interconnecting Transmission Owner's Partridge Substation. The Point of Interconnection is located approximately eight (8) miles from the Partridge Substation.

B. Description of Responsibilities

The Interconnecting Transmission Owner and the Interconnection Customer will each maintain its own facilities. See also Section I. C. of this Attachment 2.

III. PRICING ESTIMATES

A. Interconnection Facilities

N/A

B. Metering Equipment

N/A

C. Operation and Maintenance

The Interconnection Customer shall reimburse the Interconnecting Transmission Owner for all allocable operations, maintenance and capital costs associated with Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades. Currently, there are no new Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades associated with this Small Generating Facility. Until such time that there are new Interconnecting Transmission Owner Interconnection Facilities and/or Network Upgrades allocable to this Small Generating Facility, the Operations and Maintenance charge will not apply.

D. Property Taxes

Interconnection Customer shall pay or promptly reimburse Interconnecting Transmission Owner for all property taxes for the Interconnecting Transmission Owner's Interconnection Facilities and any Interconnecting Transmission Owner equipment installed for the Small Generating Facility. Currently, there are no new Interconnecting Transmission Owner Interconnection Facilities or Network Upgrades associated with this Small Generating Facility. Until such time that there are new Interconnecting Transmission Owner Interconnection Facilities and/or Network Upgrades allocable to this Small Generating Facility, the property taxes charge will not apply.

Attachment 3

Public Version - Critical Energy Infrastructure Information – Redacted

One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades

One-Line was replaced with updated version- provided as a separate attachment with these edits

Attachment 3-1

Public Version Critical Energy Infrastructure Information – Redacted

Nomenclature Diagram of Interconnecting Substation

Attachment 4

Milestones

1. **Milestones and Other Requirements:** The description and entries listed in the following table establish the required Milestones in accordance with the provisions of the SGIP and this SGIA. The referenced section of the SGIP or article of the SGIA should be reviewed to understand the requirements of each milestone.

Item No.	Milestone Description	Responsible Party	Date	SGIP/SGIA Reference
1	Submit updated data "as purchased"	Interconnection Customer	No later than 180 Calendar Days prior to Initial Synchronization Date	
2	Submit supplemental and/or updated data "as built/as-tested"	Interconnection Customer	Prior to Commercial Operation Date	
3	Provide quarterly written progress reports	Interconnection Customer and Interconnecting Transmission Owner	15 Calendar Days after the end of each quarter beginning the quarter that includes the date for Milestone #3 below and ending when the entire Small Generating Facility and all required Interconnection	

			Facilities and Network Upgrades are in place	
4	Deliver to Transmission Owner "as built" drawings, information and documents regarding Interconnection Customer's Interconnection Facility	Interconnection Customer	If requested, within 120 Calendar Days after Commercial Operation date	

2. Milestones Applicable If Facilities Study Has Been Waived by Interconnection Customer:

Item No.	Milestone Description	Responsible Party	Date	SGIP/SGIA Reference
1	Siting approval for the Generating Facility and Interconnection Facilities	Interconnection Customer	Completed	SGIP § 3.4.5(i)
2	Engineering of Interconnection Facilities approved by Interconnecting Transmission Owner	Interconnection Customer	As agreed to by the Parties	SGIP § 3.4.5(ii)
3	Commit to the ordering of long lead time material for Interconnection	Interconnection Customer	As agreed to by the Parties	SGIP § 3.4.5(iii)

	Facilities and system upgrades			
4	In-Service Date	Interconnection Customer		
5	Initial Synchronization Date	Interconnection Customer	Phase 2-August 1, 2019	SGIP § 3.4.5(iv)
6	Commercial Operation Date	Interconnection Customer	Phase1: June 1, 2011 Phase 2: November 19, 2019	SGIP § 3.4.5(v)

3. **Milestones Applicable Solely for CNR Interconnection Service.** In addition to the Milestones above, the following Milestones apply to Interconnection Customers requesting CNR Interconnection Service:

Item #	Milestone	Responsible Party	Date	SGIP/SGIA Reference
1	Submit necessary requests for participation in the Forward Capacity Auction associated with the Generating Facility's requested Commercial Operation Date, in accordance with Section III.13 of the Tariff	Interconnection Customer	Complete	1.7.1.3(i)
2	Participate in a CNR Group Study	Interconnection Customer; System Operator	Complete	1.7.1.3(ii)
3	Qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff	Interconnection Customer	Complete	1.7.1.3(iii)
4	Complete a re-study of the applicable Interconnection Study to determine the cost responsibility for facilities and upgrades necessary to accommodate the	System Operator	Complete	1.7.1.3(iv)

	Interconnection Request based on the results of the Forward Capacity Auction, Reconfiguration Auction or bilateral transaction through which the Interconnection Customer received a Capacity Supply Obligation			

*Interconnection Customer has until seventeenth Forward Capacity Auction (FCA17) to qualify and receive a Capacity Supply Obligation under the Interconnection Request associated with Queue Position No. 1010.

Attachment 5

Additional Operating Requirements for the
New England Transmission System and Affected Systems Needed to Support
the Interconnection Customer's Needs

I. OPERATING REQUIREMENTS

The Interconnection Customer shall test their protective relays a minimum of once every six (6) years. The test report must be submitted to the Interconnecting Transmission Owner, at the contact information in Section 13.4 of this Agreement.

In addition to the requirements set out in Article 8 of this Agreement, the Interconnection Customer shall maintain insurance coverage of five million dollars ($5,000,000) for each occurrence and in the aggregate. The Interconnection Customer shall submit a certificate of insurance to the Interconnecting Transmission Owner, on an annual basis, at the contact information provided in Section 13.2 of this Agreement.

The Interconnecting Transmission Owner requires the Interconnection Customer follow certain operating procedures for the Small Generating Facility. These are outlined in a Special Operating Guideline (SOG). Please note that the SOG contains information about Green Striped Tag, Red Tag and Blue Tag work. During Green Striped Tag work, the tagged device is blocked from reclosing and will trip in a fraction of a second.

The distribution system circuit protective device has reclose intervals. For a momentary outage, it is expected that the Small Generating Facility will trip off in less than two seconds and prior to the reclosing of the Interconnecting Transmission Owner’s protective device. This will prevent the Interconnecting Transmission Owner from closing into the Small Generating Facility out of phase.

The Small Generating Facility may not generate when fed from an alternate circuit.

For permanent circuit outages, which can be for an extended period of hours, the Interconnection Customer will not be able to generate power while the circuit is out of service, until repairs are made. Outages can be due to outages on the Transmission system, Substation or at the distribution circuit level, among other things.

During rarer situations, including but not limited to a substation transformer failure, unusual events such as a severe weather event, the duration of the outage could be longer and span several days or even weeks. The Interconnecting Transmission Owner's priorities include public safety, restoring critical infrastructure and service to critical customers such as hospitals. When possible, the Interconnecting Transmission Owner will do switching to restore service to distribution customers prior to making repairs to infrastructure.

The Interconnection Customer must not island any part of the Interconnecting Transmission Owner's circuit or any Interconnecting Transmission Owner load.

A direct transfer trip ("DTT") scheme is required. The DTT consists of a transmitter at each end of the primary and back-up relays on the F132 Line at Adams Substation and Doreen Substation integrated with a dual-channel telephone line communication link to a receiver at the Small Generation Facility interconnection interrupting device. The substation phone terminations require isolators (Positron) to mitigate ground potential rise ("GPR") concerns. For breaker failure protection, a third transfer trip communication link is required between the Small Generating Facility interconnection interrupting device and the 15E4 feeder recloser at Partridge Substation.

The Interconnecting Transmission Owner installed a 900 Amp SCADA capable pole-mounted air break switch on an Interconnecting Transmission Owner owned pole to remotely disconnect the Small Generating Facility from Interconnecting Transmission Owner equipment. The Interconnecting Transmission Owner will have access to this device at all times, which will, as necessary, provide a visible break for the safe operation of the distribution system.

Attachment 6

Interconnecting Transmission Owner's
Description of its Upgrades
and Best Estimate of Upgrade Costs

I. DESCRIPTION OF UPGRADES

A. Distribution Upgrades

None

B. Network Upgrades

None

(1) Stand Alone Network Upgrades

(2) Other Network Upgrades

C. Affected System Upgrades

None

D. Contingency Upgrades

(1) Long Lead Facility-Related Upgrades. The Interconnection Customer's Small Generating Facility is associated with a Long Lead Facility, in accordance with Section 3.2.3 of the LGIP. Pursuant to Section 4.1 of the LGIP, the Interconnection Customer shall be responsible for the following upgrades in the event that the Long Lead Facility achieves Commercial Operation and obtains a Capacity Supply Obligation in accordance with Section III.13.1 of the Tariff:

Not applicable

If the Interconnection Customer fails to cause these upgrades to be in-service prior to the commencement of the Long Lead Facility's Capacity Commitment Period, the

Interconnection Customer shall be deemed to be in Breach of this SGIA in accordance with Article 7, and the System Operator will initiate all necessary steps to terminate this SGIA, in accordance with Article 3.

(2) Other Contingency Upgrades.

None

E. Post-Forward Capacity Auction Re-study Upgrade Obligations.

To be determined.

Attachment 7

Commercial Operation Date

This Attachment 7 is a part of the SGIA between System Operator, Interconnecting Transmission Owner and Interconnection Customer.

[*Date*]

NSTAR Electric Company

Warren R. Boutin,
Director, Electric Service Support and Distributive Generation
247 Station Drive
Westwood, MA 02090

Generator Interconnections
Transmission Planning Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

Re: Berkshire Wind Small Generating Facility

Dear Mr. Boutin:

On [Date] Berkshire Wind Power Cooperative Corporation has completed Trial Operation of Unit No. 8 & 9. This letter confirms that [Interconnection Customer] commenced commercial operation of Unit No. 8 & 9 at the Small Generating Facility, effective as of [Date plus one day].

Thank you.

[*Signature*]

[*Interconnection Customer Representative*]

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required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2 Limitation of Liability

Each Party's liability to the other Party(ies) for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall a Party be liable to another Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

7.3 Indemnity

7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.

~~7.3.2 Each~~7.3.2 To the extent permitted by applicable law, each Party shall at all times indemnify, defend, and hold the other Parties harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's(ies') action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, or is unable to indemnify by law as determined by a court of final appeal in the Commonwealth of Massachusetts, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may, as a matter of contract, 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.

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7.3.4 If an indemnifying Party is obligated to indemnify and hold any indemnified person harmless, or by contract, under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

7.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

7.4 Consequential Damages

Other than as expressly provided for in this Agreement, in no event shall a Party be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to another Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5 Force Majeure

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