

SCHEDULE 23

**SMALL GENERATOR
INTERCONNECTION PROCEDURES**

TABLE OF CONTENTS

Section 1. Application

- 1.1 Applicability
- 1.2 Pre-Application
- 1.3 Interconnection Request
- 1.4 Site Control
- 1.5 Queue Position
- 1.6 Procedures for Transition
- 1.7 Type of Interconnection Service
- 1.8 Withdrawal

Section 2. Fast Track Process

- 2.1 Applicability
- 2.2 Initial Review
- 2.3 Customer Options Meeting
- 2.4 Supplemental Review

Section 3. Study Process

- 3.1 Applicability
- 3.2 Scoping Meeting
- 3.3 Interconnection Feasibility Study
- 3.4 Interconnection System Impact Study
- 3.5 Interconnection Facilities Study

Section 4. Provisions that Apply to All Interconnection Requests

- 4.1 Reasonable Efforts
- 4.2 Disputes
- 4.3 Interconnection Metering
- 4.4 Commissioning
- 4.5 Confidentiality
- 4.6 Comparability
- 4.7 Record Retention
- 4.8 SGIA
- 4.9 Coordination with Affected Systems
- 4.10 Evaluation of a Small Generating Facility Interconnection Request

Attachment 1 – Glossary of Terms

Attachment 2 – Small Generator Interconnection Request

Attachment 3 – Certification Codes and Standards

Attachment 4 – Certification of Small Generator Equipment Packages

Attachment 5 – 10 kW Inverter Process

Attachment 6 – Interconnection Feasibility Study Agreement

Attachment 7 – Interconnection System Impact Study Agreement

Attachment 8 – Interconnection Facilities Study Agreement

EXHIBIT 1 - Small Generator Interconnection Agreement (SGIA)

SECTION 1. APPLICATION

1.1 Applicability

1.1.1 The Small Generator Interconnection Procedures (“SGIP”) and Small Generator Interconnection Agreement (“SGIA”) shall apply to Interconnection Requests, as defined in Attachment 1, pertaining to Small Generating Facilities, except that the SGIP and SGIA shall not apply to: (i) a retail customer interconnecting a new Generating Facility that will produce electric energy to be consumed only on the retail customer’s site; (ii) a request to interconnect a new Generating Facility to a distribution facility that is subject to the Tariff if the Generating Facility will not be used to make wholesale sales of electricity in interstate commerce; or (iii) a request to interconnect a Qualifying Facility (as defined by the Public Utility Regulatory Policies Act, as amended by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying Facility’s owner intent is to sell 100% of the Qualifying Facility’s output to its interconnected electric utility. In the event the SGIP and SGIA do not apply, the Interconnection Customer shall follow the applicable state tariff, rules or procedures regarding generator interconnections.

A request to interconnect a certified Small Generating Facility (See Attachments 3 and 4 for description of certification criteria) to the Interconnecting Transmission Owner’s Distribution System that is part of the Administered Transmission System shall be evaluated under the section 2 Fast Track Process if the eligibility requirements of section 2.1 are met. A request to interconnect a certified inverter-based Small Generating Facility no larger than 10 kilowatts (kW) (solely as a Network Resource) shall be evaluated under the Attachment 5 10 kW Inverter Process. A request to interconnect a Small Generating Facility no larger than 20 megawatts (MW) that does not meet the eligibility requirements of section 2.1, or does not pass the Fast Track Process or the 10 kW Inverter Process, shall be evaluated under the section 3 Study Process.

1.1.2 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of these procedures. To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for the purposes of generator interconnections under this Schedule 23. Capitalized terms in Schedule 23 that are not defined in Attachment 1 or the body of these procedures shall have the meanings specified in Section I.2.2 of the Tariff.

1.1.3 Neither these procedures nor the requirements included hereunder apply to Small Generating Facilities interconnected or approved for interconnection prior to May 9, 2006.

1.1.4 Prior to submitting its Interconnection Request (Attachment 2), the Interconnection Customer may ask the System Operator's interconnection contact employee or office whether the proposed interconnection is subject to these procedures. The System Operator shall respond within fifteen (15) Business Days.

1.1.5 Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. The Commission expects all ISOs/RTOs, Interconnecting Transmission Owners, market participants, and Interconnection Customers interconnected with electric systems to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.

1.1.6 References in these procedures to interconnection agreement are to the SGIA.

1.2 Pre-Application

1.2.1 The System Operator shall designate an employee or office from which information on the application process and on an Affected System can be obtained through informal requests from the Interconnection Customer presenting a proposed project for a specific site. The names, telephone numbers, and e-mail addresses of the System Operator's contact employees or offices shall be made available on the System Operator's Internet web site. Electric system information provided to the Interconnection Customer should include relevant system studies, interconnection studies, and other materials useful to an understanding of an interconnection at a particular point on the Administered Transmission System, to the extent such provision does not violate confidentiality provisions of prior agreements or critical infrastructure requirements. The System Operator shall comply with reasonable requests for such information.

1.2.2 In addition to the information described in section 1.2.1, which may be provided in response to an informal request, an Interconnection Customer may submit a formal written request form to the System Operator along with a non-refundable fee of \$500 for a pre-application report on a proposed project at a specific site. Within two (2) Business Days of receiving the pre-application report request form, the

System Operator shall provide a copy of the pre-application request form to the Interconnecting Transmission Owner. The System Operator in conjunction with the Interconnecting Transmission Owner shall provide the pre-application data described in section 1.2.3 to the Interconnection Customer within twenty (20) Business Days of receipt of the completed request form and payment of the \$500 fee. The pre-application report produced by the System Operator in conjunction with the Interconnecting Transmission Owner is non-binding, does not confer any rights, and the Interconnection Customer must still successfully apply to interconnect to the Administered Transmission System. The written pre-application report request form shall include the information in sections 1.2.2.1 through 1.2.2.8 below to clearly and sufficiently identify the location of the proposed Point of Interconnection.

1.2.2.1 Project contact information, including name, address, phone number, and email address.

1.2.2.2 Project location (street address with nearby cross streets and town)

1.2.2.3 Meter number, pole number, or other equivalent information identifying proposed Point of Interconnection, if available.

1.2.2.4 Generator Type (e.g., solar, wind, combined heat and power, etc.)

1.2.2.5 Size (alternating current kW)

1.2.2.6 Single or three phase generator configuration

1.2.2.7 Stand-alone generator (no onsite load, not including station service – Yes or No?)

1.2.2.8 Is new service requested? Yes or No? If there is existing service, include the customer account number, site minimum and maximum current or proposed electric loads in kW (if available) and specify if the load is expected to change.

1.2.3 Using the information provided in the pre-application report request form in section 1.2.2., the System Operator in conjunction with the Interconnecting Transmission Owner will identify the substation/area bus, bank or circuit likely to serve the proposed Point of Interconnection. The selection by the System Operator in conjunction with the Interconnecting Transmission Owner does not necessarily indicate, after application of the screens and/or study, that this would be the circuit the project ultimately connects to. The Interconnection Customer must request additional pre-application reports if information about multiple Points of Interconnection is requested. The Interconnecting Transmission Owner shall be responsible for determining whether the proposed Point of Interconnection is on a distribution facility that is subject to the Tariff. If the pre-application report request form seeks information about a Point of Interconnection that is on a distribution facility that is not subject to the Tariff, the Interconnection Customer shall follow the applicable state tariff, rules or procedures regarding generator interconnections. Subject to section 1.2.4, the pre-application report will include the following information:

- 1.2.3.1 Total capacity (in MW) of substation/area bus, bank or circuit based on normal or operating ratings likely to serve the proposed Point of Interconnection.
- 1.2.3.2 Existing aggregate generation capacity (in MW) interconnected to a substation/area bus, bank or circuit (i.e., amount of generation online) likely to serve the proposed Point of Interconnection.
- 1.2.3.3 Aggregate queued generation capacity (in MW) for a substation/area bus, bank or circuit (i.e., amount of generation in the queue) likely to serve the proposed Point of Interconnection.
- 1.2.3.4 Available capacity (in MW) of substation/area bus or bank and circuit likely to serve the proposed Point of Interconnection (i.e., total capacity less the sum of existing aggregate generation capacity and aggregate queued generation capacity).
- 1.2.3.5 Substation nominal distribution voltage and/or transmission nominal voltage if applicable.
- 1.2.3.6 Nominal distribution circuit voltage at the proposed Point of Interconnection.
- 1.2.3.7 Approximate circuit distance between the proposed Point of Interconnection and the substation.
- 1.2.3.8 Relevant line section(s) actual or estimated peak load and minimum load data, including daytime minimum load as described in section 2.4.4.1.1 below and absolute minimum load, when available.
- 1.2.3.9 Number and rating of protective devices and number and type (standard, bi-directional) of voltage regulating devices between the proposed Point of Interconnection and the substation/area. Identify whether the substation has a load tap changer.
- 1.2.3.10 Number of phases available at the proposed Point of Interconnection. If a single phase, distance from the three-phase circuit.
- 1.2.3.11 Limiting conductor ratings from the proposed Point of Interconnection to the distribution substation.
- 1.2.3.12 Whether the Point of Interconnection is located on a spot network, grid network, or radial supply.
- 1.2.3.13 Based on the proposed Point of Interconnection, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints, or secondary networks.
- 1.2.4 The pre-application report need only include existing data. A pre-application report request does not obligate the System Operator or the Interconnecting Transmission Owner to conduct a study or other analysis of the proposed generator in the event that data is not readily available. If the System Operator in conjunction with the Interconnecting Transmission Owner cannot complete all or some of a pre-

application report due to lack of available data, the System Operator in conjunction with the Interconnecting Transmission Owner shall provide the Interconnection Customer with a pre-application report that includes the data that is available. The provision of information on “available capacity” pursuant to section 1.2.3.4 does not imply that an interconnection up to this level may be completed without impacts since there are many variables studied as part of the interconnection review process, and data provided in the pre-application report may become outdated at the time of the submission of the complete Interconnection Request. Notwithstanding any of the provisions of this section, the System Operator in conjunction with the Interconnecting Transmission Owner shall, in good faith, include data in the pre-application report that represents the best available information at the time of reporting.

1.3 Interconnection Request

1.3.1 Initiating an Interconnection Request

To initiate and establish a valid Interconnection Request, the Interconnection Customer shall submit all of the following to the System Operator in the manner specified in the Interconnection Request contained in Attachment 2 to this SGIP: (i) the processing fee or deposit specified in the Interconnection Request, (ii) a completed Interconnection Request in the form of Attachment 2, and (iii) documentation of Site Control in the form specified in Section 1.4 of this SGIP.

The Interconnection Customer must submit a separate Interconnection Request for each site. The Interconnection Customer must comply with the requirements specified in this Section 1.3.1 for each Interconnection Request even when more than one request is submitted for a single site.

1.3.2 Acknowledgement of Interconnection Request

The System Operator shall acknowledge receipt of the Interconnection Request within three (3) Business Days of receipt of the request and attach a copy of the Interconnection Request to the acknowledgement.

Within three (3) Business Days of receiving the Interconnection Request, the System Operator shall provide a copy of the Interconnection Request to the Interconnecting Transmission Owner. If such request is to interconnect to a distribution facility, the Interconnecting Transmission Owner shall be responsible for determining whether the distribution facility is subject to the Tariff.

1.3.3 Deficiencies in Interconnection Request

An Interconnection Request will not be considered a valid request until all items in Section 1.3.1 have been received by the System Operator. If an Interconnection Request fails to meet the requirements set forth in Section 1.3.1, the System Operator shall notify the Interconnection Customer within ten (10)

Business Days of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide the System Operator the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice. Failure by Interconnection Customer to comply with this Section 1.3.3 shall be treated in accordance with Section 1.8.

1.3.4 All fees or deposits that must be submitted to the System Operator under this SGIP, must be delivered to the System Operator's bank account by electronic transfer within the period specified in the respective provision. A deposit will not be considered received until it is in the System Operator's bank account.

1.4 Site Control

Documentation of site control must be submitted with the Interconnection Request. Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to the Interconnection Customer's existing Small Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property. Site control may be demonstrated through:

1.4.1 Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Small Generating Facility;

1.4.2 An option to purchase or acquire an easement, a license or a leasehold interest in the site for such purpose; or

1.4.3 An exclusivity or other business relationship between the Interconnection Customer and the entity having the right to sell, lease, or grant the Interconnection Customer the right to possess or occupy a site for such purpose; or

1.4.4 Filed applications for required permits to site on federal or state property.

1.5 Queue Position

1.5.1 **General.** The System Operator shall assign a Queue Position based upon the date- and time-stamp of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not

valid is the lack of information on the application form in Attachment 2 to this SGIP, and Interconnection Customer provides such information in accordance with Section 1.3.3, then the System Operator shall assign Interconnection Customer a Queue Position based on the date the application form was originally submitted.

Except as otherwise provided in this Section 1.5, the Queue Position of each Interconnection Request will be used to determine: (i) the order of performing the Interconnection Studies; (ii) the order in which Interconnection Requests will be included in the CSIS and CFAC; (iii) the order in which Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service will be included in the CNR Group Study; and (iv) the cost responsibility for the Interconnection Facilities and upgrades necessary to accommodate the Interconnection Request. The System Operator shall maintain a single queue. At the System Operator's option, Interconnection Requests may be studied serially or in clusters for the purpose of the Interconnection System Impact Study.

A CSIS and CFAC shall include the Interconnection Requests that were identified as eligible to participate in the CSIS and CFAC and met the associated requirements for inclusion in said studies in accordance with Section 1.5.3 of this SGIP. An Interconnection Request included in a cluster shall consider a higher queued Interconnection Request not included in the cluster. A lower queued Interconnection Request that is not included in the cluster shall consider all of the higher queued Interconnection Requests that are part of the cluster.

1.5.2 Order of Interconnection Requests in the CNR Group Study. Participation in a CNR Group Study shall be a prerequisite to achieve CNR Interconnection Service and CNI Interconnection Service. The CNR Group Study (to be conducted in accordance with Section III.13.1.1.2.3 of the Tariff) shall include all Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service that have an associated New Capacity Show of Interest Form that was submitted during the New Capacity Show of Interest Submission Window for the purpose of qualification for participation in the same Forward Capacity Auction for a Capacity Commitment Period, in accordance with Section III.13.1.1.2 of the Tariff, as well as Long Lead Facilities in accordance with Section 3.2.3 of Schedule 22 of Section II of the Tariff. Where a CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a lower Queue Position is associated with a New Capacity Show of Interest Form that was submitted for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and another CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a higher Queue Position is not associated with a New Capacity Show of

Interest Form that was submitted for qualification until a subsequent Forward Capacity Auction, the CNR Interconnection Service or CNI Interconnection Service Interconnection Request with the lower Queue Position will be included in the CNR Group Study prior to the CNR Interconnection Service or the CNI Interconnection Service Interconnection Request with the higher Queue Position.

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

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

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

2 to the SGIA for the lower queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request shall specify the facilities and upgrades for which the Interconnection Customer shall be responsible if the higher queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains CNR Interconnection Service or CNI Interconnection Service, respectively.

1.5.3 Clustering.

Clustering Interconnection Studies shall be conducted in such a manner to ensure the efficient implementation of the applicable Regional System Plan in light of the New England Transmission System's capabilities for the time period under study. The System Operator may study an Interconnection Request serially to the extent warranted by Good Utility Practice based upon the electrical remoteness of the proposed Small Generating Facility.

1.5.3.1 Triggers for Studying Interconnection Requests in Clusters.

At the discretion of the System Operator, Interconnection Requests will be studied in clusters for the purpose of the Interconnection System Impact Study and the Interconnection Facilities Study when the combination of the following circumstances is present in the interconnection queue: (a) there are two (2) or more Interconnection Requests without completed Interconnection System Impact Studies in the same electrical part of the New England Control Area based on the requested Point of Interconnection, and (b) the System Operator has determined that none of the Interconnection Requests identified in (a) of this Section 1.5.3.1 will be able to interconnect, either individually or on a cluster basis, without the use of common significant new transmission line infrastructure rated at 115 kV AC or HVDC.

1.5.3.2 Notice of Initiation of Cluster Studies.

When the combination of the triggers specified in Section 1.5.3.1 of this SGIP are present in the interconnection queue, the System Operator will provide notice to the Planning Advisory Committee of the initiation of a cluster for studying certain Interconnection Requests under the Regional System Planning Process in accordance with Section 15.1 of Attachment K, Section II of the Tariff. The System Operator also will provide notice to the Interconnection Customers with Interconnection Requests identified in Section 1.5.3.1 of this SGIP, and at the time the System Operator notifies the Planning Advisory Committee of the initiation of a cluster, all study work for these Interconnection Requests will be suspended, and they will proceed under Section 1.5.3 of this SGIP. The System Operator will conduct Clustering in two phases. In the first phase, the System Operator will perform a CRPS to identify the CETU and associated system upgrades to enable the interconnection of potentially all of the resources proposed in the Interconnection Requests considered in Section 1.5.3.1 of this SGIP, consistent with

Section 15.2 of Attachment K. In the second phase, the System Operator will conduct a CSIS and a CFAC to study the Interconnection Requests identified through the CRPS that have elected to participate in the CSIS together with the identified CETU and associated system upgrades, in accordance with this SGIP.

Within sixty (60) Calendar Days of the System Operator's notice to the Planning Advisory Committee of the initiation of the use of Clustering for studying certain Interconnection Requests under the Regional System Planning Process in accordance with Section 15.1 of Attachment K, Section II of the Tariff, Interconnection Customers with Interconnection Requests identified in Section 1.5.3.1 shall submit the technical data called for in Attachment 2 (including Attachment A, if applicable) to this SGIP to support the conduct of the CRPS.

1.5.3.3 Cluster Interconnection System Impact Study.

1.5.3.3.1 Notice of Cluster Interconnection System Impact Study Entry Deadline.

At the same time the System Operator issues the final CRPS report to the Planning Advisory Committee in accordance with Section 15.4 of Attachment K, the System Operator will provide notice of the entry deadline for the CSIS (the "Cluster Entry Deadline") to the Interconnection Customers with Interconnection Requests identified in the final CRPS report as eligible to participate in the CSIS. The Cluster Entry Deadline shall be thirty (30) Calendar Days from the posting of the final CRPS report.

1.5.3.3.2 Cluster Interconnection System Impact Study Entry Requirements.

All Interconnection Requests identified in the final CRPS report, by Queue Position as assigned in accordance with Section 1.5.1 of this SGIP, shall be eligible to be studied together in the CSIS.

1.5.3.3.2.1 Cluster Entry Deadline Election. By the Cluster Entry Deadline, an Interconnection Customer with an Interconnection Request identified as eligible to be studied in the CSIS must, in writing:

- (i) withdraw the Interconnection Request, pursuant to Section 1.8;
- (ii) request that the System Operator re-assign the Interconnection Customer's Interconnection Request a new Queue Position at the bottom of the queue as of the Cluster Entry Deadline in relative order with any other Interconnection Requests requesting to be re-queued under this Section 1.5.3.3.2.1; or
- (iii) request to be included in the CSIS and meet the CSIS entry requirements specified in Section 1.5.3.3.2.2.

If, by the Cluster Entry Deadline, Interconnection Customer fails to withdraw its Interconnection Request, request to be re-assigned a Queue Position at the bottom of the queue, or request to be included in the CSIS and meet the CSIS entry requirements, then the Interconnection Request will be automatically withdrawn from the interconnection queue as of the Cluster Entry Deadline without further opportunity to cure. If Interconnection Customer elects option (iii) and does not meet all of the CSIS entry requirements specified in Section 1.5.3.3.2.2 by the Cluster Entry Deadline, the Interconnection Request will be automatically withdrawn from the interconnection queue as of the Cluster Entry Deadline without further opportunity to cure. If an initial Cluster Participation Deposit had been submitted as part of the incomplete CSIS entry requirements submission, the initial Cluster Participation Deposit will be refunded at the time the Interconnection Request is withdrawn.

1.5.3.3.2.2. CSIS Entry Requirements.

An Interconnection Customer with an Interconnection Request identified in the final CRPS report as eligible to be studied in the CSIS that elects option (iii) under Section 1.5.3.3.2.1 must meet the following CSIS entry requirements in order to be included in the CSIS:

(1) Cluster System Impact Study Application. By the Cluster Entry Deadline, Interconnection Customer must submit to the System Operator, a completed Cluster System Impact Study Application in the form specified in Attachment 2, Attachment A-1 to this SGIP requesting the inclusion of the Interconnection Request in the CSIS;

(2) System Impact Study Agreement, Study Deposit, Technical Data, and Site Control. If an Interconnection Feasibility Study Agreement or an Interconnection System Impact Study Agreement has been executed prior to the issuance of the final CRPS report identifying the Interconnection Request as eligible for inclusion in a CSIS, such agreement shall terminate upon execution of a new Interconnection System Impact Study Agreement in accordance with this Section 1.5.3.3.2.2, and any unused balance of the study deposit associated with the terminated agreement shall be applied toward the study deposit associated with the new Interconnection System Impact Study Agreement.

Within fifteen (15) Business Days following the Cluster Entry Deadline, the System Operator and Interconnecting Transmission Owner will provide to Interconnection Customer an Interconnection System Impact Study Agreement, including a non-binding good faith estimate of the costs and timeframe for commencing and completing the CSIS.

The Interconnection Customer shall execute the Interconnection System Impact Study Agreement and deliver the executed Interconnection System Impact Study Agreement to the System Operator no later than thirty (30) Calendar Days after receipt along with continued demonstration of Site Control, the technical data called for in Attachment 2 (including Attachment A, if applicable), and a refundable study deposit, to the extent that any additional study deposit is required, in accordance with Section 3.4.2 of this SGIP.

(3) Cluster Participation Deposit. By the Cluster Entry Deadline, Interconnection Customer must also submit to the System Operator an initial Cluster Participation Deposit equal to five (5) percent of the Interconnection Customer's cost allocation responsibility for the CETU and associated system upgrades to be determined based on the cost estimates provided in the final CRPS report. Cost allocation of the CETU and associated upgrades shall be in accordance with Schedule 11, Section II of this Tariff.

The initial Cluster Participation Deposit will be fully refunded (with interest to be calculated in accordance with Section 1.8 of this SGIP) to Interconnection Customer with an Interconnection Request that met the cluster entry requirements: (i) if the cluster is initially undersubscribed by more than ten (10) percent of the quantity of megawatts that the CETU developed through the CRPS was designed to enable and the Interconnection Customer withdraws the Interconnection Request, pursuant to Section 1.8, before the CSIS starts, (ii) if the CSIS is initially oversubscribed as described in Section 1.5.3.3.3.2 of this SGIP (e.g., the CETU developed through the CRPS is designed to enable 1,000 MW and more than 1,000 MW meet the CSIS entry requirements by the Cluster Entry Deadline), in which case the Cluster Participation Deposits will be refunded to Interconnection Customers with Interconnection Requests corresponding to the oversubscribed megawatt quantities, (iii) if the cost estimates for the CETU and the associated system upgrades provided in the final CRPS report for the entire cluster have increased by twenty-five (25) percent or more when compared to the cost estimates provided in the draft CSIS report or the draft CFAC report and the Interconnection Customer withdraws the Interconnection Request, pursuant to Section 1.8, within thirty (30) Calendar Days after receipt of the draft CSIS report or the draft CFAC report in accordance with Section 3.4.5 and Section 3.5.4 of this SGIP, respectively, (iv) if less than two (2) Interconnection Requests included in the CSIS remain in the interconnection queue during the CSIS or CFAC, as applicable, in which case, the CSIS or the CFAC terminates and the remaining Interconnection Request proceeds in serial queue order, (v) at the time the Interconnection Customer with an Interconnection Request included in the CSIS provides to the Interconnecting Transmission Owner the deposit specified in Section 4.8 of this SGIP, (vi) if no Interconnection Customer with an Interconnection Request included in the cluster executes an Interconnection Agreement and provides to the

Interconnecting Transmission Owner the deposit specified in Section 4.8 of this SGIP, or (vii) if all Interconnection Requests included in the cluster withdraw from the interconnection queue.

Otherwise, the initial Cluster Participation Deposit shall be non-refundable if the Interconnection Customer withdraws its Interconnection Request or the Interconnection Request is withdrawn from the interconnection queue at any time after the Cluster Entry Deadline. The non-refundable initial Cluster Participation Deposits shall be re-allocated, according to the cost allocation methodology contained in Schedule 11, to the Interconnection Customers with Interconnection Requests included in a cluster at the time the facilities proposed in the Interconnection Requests achieve Commercial Operation.

1.5.3.3.3 Cluster Filling, Oversubscription and Backfilling Upon Withdrawal.

1.5.3.3.3.1 Cluster Filling. The CSIS shall be filled with all Interconnection Requests in the same electrical part of the New England Control Area relative to the CETU identified in the final CRPS report that do not yet have a completed Interconnection System Impact Study and met the CSIS entry requirements by the Cluster Entry Deadline up to the approximate megawatt quantity identified in the CRPS as potentially enabled by the CETU. The Interconnection Requests will be included in the CSIS in queue order, based on the Queue Positions assigned in accordance with Section 1.5.1 of this SGIP, relative to other eligible Interconnection Requests.

1.5.3.3.3.2 Cluster Oversubscription. If an Interconnection Customer with an Interconnection Request identified in the final CRPS report as eligible to participate in a CSIS met the CSIS entry requirements and therefore would have been eligible for inclusion in the CSIS but is excluded as a result of the quantity of megawatts identified as potentially enabled by the CETU in the final CRPS report having been exhausted in queue order under Section 1.5.3.3.3.1, (i) the Cluster Participation Deposit for the CSIS will be refunded to the Interconnection Customer, and (ii) the Interconnection Request will maintain its Queue Position. If there are two (2) or more Interconnection Requests after the CSIS is filled, the System Operator will initiate another cluster to identify the transmission infrastructure to enable the interconnection of another round of Interconnection Requests consistent with Section 15.1 of Attachment K.

1.5.3.3.3.3 Cluster Backfilling Upon Withdrawal. Upon withdrawal of an Interconnection Request that is included in the CSIS, the System Operator will backfill the CSIS, in queue order, with later-queued Interconnection Requests consistent with the methodology used to fill the original CSIS as specified in Section 1.5.3.3.3.1 of this SGIP. The System Operator will notify all Interconnection Customers with

Interconnection Requests identified by the System Operator as eligible for backfilling that the respective Small Generating Facility (or part thereof) proposed in the Interconnection Request is eligible to participate in the CSIS, and the Interconnection Customer shall have thirty (30) Calendar Days from receipt of System Operator's notice to withdraw its Interconnection Request, request to be re-assigned a Queue Position at the bottom of the queue, or accept the inclusion of the Interconnection Request (or part thereof, in which case the Interconnection Customer shall modify the Interconnection Request to reflect the appropriate reduction) in the CSIS and meet the CSIS entry requirements, consistent with Section 1.5.3.3.2 of this SGIP. If the Interconnection Customer does not make one of these three elections and complete the associated requirements by the thirtieth Calendar Day, the System Operator shall automatically withdraw the Interconnection Request from the interconnection queue without further opportunity to cure and consider other later-queued Interconnection Requests.

1.5.3.3.4 Scope of Cluster Interconnection System Impact Study. Except as otherwise provided in this Section 1.5.3.3.4, the CSIS shall be conducted in accordance with Sections 3.4.3 and 3.4.4 of this SGIP. The Study Case developed for the CSIS shall also include the CETU and associated system upgrades identified in the final CRPS report. An Internal ETU can be considered, and included in the CSIS, in place of a CETU, or portion thereof, if all of the Interconnection Customers with Interconnection Requests included in the cluster that the ISO has determined need to use the Internal ETU have indicated in the Cluster Application Form or with the executed Interconnection System Impact Study Agreement that they have a contractual commitment in place providing for the Interconnection Customers to fund and the right to use the Internal ETU. The CSIS shall evaluate the proposed interconnections to the New England Transmission System under the NC Interconnection Standard consistent with Section 1.7.2 of this SGIP and as detailed in the ISO New England Planning Procedures. Consistent with the NC Interconnection Standard, the evaluation will include conditions where the projects proposed in the Interconnection Requests that are included in the CSIS are not dispatched against each other if they do not share a system constraint that would provide the basis for a redispatch condition. The CSIS shall consist of the analysis specified in Section 3.4.3 of this SGIP except for analysis associated with an Interconnection Feasibility Study or a preliminary, non-binding, analysis. An Interconnection Customer with an Interconnection Request being studied as part of the CSIS cannot elect to have the Interconnection Feasibility Study or a preliminary, non-binding, analysis performed as part of the CSIS.

1.5.3.3.5. Restudy of Cluster Interconnection System Impact Study. In addition to the circumstances specified in Section 3.4.6 of this SGIP, a re-study of the CSIS is required due to the withdrawal of an Interconnection Request that had been included in the CSIS. Upon withdrawal of an Interconnection

Request that had been included in the CSIS, the System Operator will backfill the CSIS with eligible Interconnection Requests pursuant to Section 1.5.3.3.3.3. A re-study will be conducted to determine if there are any changes in the upgrades identified during the CSIS with the exception of the CETU identified in the final CRPS report, which shall remain configured consistent with the megawatt quantity(ies) considered in the final CRPS report.

1.5.3.4. Cluster Interconnection Facilities Study.

Notwithstanding any other provision in this SGIP, an Interconnection Customer with an Interconnection Request included in a completed CSIS will not be eligible to waive the, or request a separate, CFAC. All Interconnection Customers with an Interconnection Request included in a completed CSIS shall be studied together in the CFAC for the purpose of implementing the conclusions of the CSIS with respect to non-sole use facilities.

1.5.3.4.1 Cluster Interconnection Facilities Study Entry Requirements.

An Interconnection Customer with an Interconnection Request that was included in a completed CSIS shall execute an Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to the System Operator, together with the required technical data and refundable deposit for the Interconnection Facilities Study as specified in Section 3.5.1 of this SGIP.

1.5.3.4.2. Scope of Interconnection Facilities Study. The CFAC will be conducted in accordance with Sections 3.5.2 and 3.5.3 of this SGIP based on a +/- 20 percent good faith cost estimate.

1.5.3.4.3 Re-study of the Interconnection Facilities Study. In addition to the circumstances specified in Section 3.5.5 of this SGIP, a re-study of the CFAC is required due to the withdrawal of an Interconnection Request that had been included in the CFAC. Upon withdrawal of an Interconnection Request included in the CFAC, the System Operator will backfill the CSIS with eligible Interconnection Requests pursuant to Section 1.5.3.3.3.3. A re-study of the CSIS and CFAC will be conducted to determine if there are any changes in the upgrades identified during the CSIS and CFAC with the exception of the CETU identified in the final CRPS report, which shall remain consistent with the megawatt quantity(ies) considered in the final CRPS report.

1.5.3.4.4 Additional Cluster Participation Deposit. Within thirty (30) Calendar Days after receipt of the final CFAC report in accordance with Section 3.5.3 of this SGIP, an Interconnection Customer with an Interconnection Request included in the CFAC shall submit to the System Operator an additional

Cluster Participation Deposit equal to five (5) percent of the Interconnection Customer's cost allocation responsibility for the CETU and associated system upgrades to be determined based on the cost estimates provided in the final CFAC report. Cost allocation of the CETU and associated upgrades shall be in accordance with Schedule 11, Section II of this Tariff.

The additional Cluster Participation Deposit provided under this Section 1.5.3.4.4 will be fully refunded (with interest to be calculated in accordance with Section 1.8 of this SGIP) to Interconnection Customer that submitted the additional Cluster Participation Deposit if the conditions specified in Sections 1.5.3.3.2.2(3)(v), (vi), or (vii) above occur.

Otherwise, the additional Cluster Participation Deposit shall be non-refundable if the Interconnection Customer withdraws its Interconnection Request or the Interconnection Request is withdrawn from the interconnection queue. The non-refundable additional Cluster Participation Deposits shall be re-allocated, according to the cost allocation methodology contained in Schedule 11, to the Interconnection Customers with Interconnection Requests included in a cluster at the time the facilities proposed in the Interconnection Requests achieve Commercial Operation.

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

1.5.5 Modifications. Any modification to the Interconnection Request, including the information provided in the attachments, and to the machine data or equipment configuration or to the interconnection site of the Small Generating Facility not agreed to in writing by the System Operator, in consultation with the Interconnecting Transmission Owner, and the Interconnection Customer may be deemed a withdrawal of the Interconnection Request and may require submission of a new Interconnection Request, unless proper notification of each Party by the other and a reasonable time to cure the problems created by the change are undertaken. An Interconnection Customer may decrease the electrical output of a proposed Small Generating Facility after the Cluster Entry Deadline specified in Section 1.5.3.3.1 of this SGIP; however, the requesting Interconnection Customer remains responsible for costs corresponding to the megawatt quantity requested as of the Cluster Entry Deadline. A request to: (1) increase the energy

capability or capacity capability output of or add energy storage capability to the Small Generating Facility above that specified in an Interconnection Request, an existing Interconnection Agreement (whether executed or filed in unexecuted form with the Commission), or as established pursuant to 1.6.4 of this SGIP shall require a new Interconnection Request for the incremental increase and such Interconnection Request will receive the lowest Queue Position available at that time for the purposes of cost allocation and study analysis; and (2) change from NR Interconnection Service to CNR Interconnection Service, at any time, shall require a new Interconnection Request for CNR Interconnection Service and such Interconnection Request will receive the lowest Queue Position available at that time for the purposes of cost allocation and study analysis.

Notwithstanding the foregoing, an Interconnection Customer with an Interconnection Request for CNR Interconnection Service has until the Forward Capacity Auction for which the associated Capacity Commitment Period begins less than seven (7) years from the date of the original Interconnection Request for CNR Interconnection Service to clear the entire megawatt amount for which the CNR Interconnection Service was requested (or as that amount has been modified in accordance with this Section 1.5.5). A new Interconnection Request for CNR Interconnection Service will be required for the Generating Facility to participate in any subsequent auctions.

1.6 Procedures for Transition

1.6.1 Queue Position for Pending Requests. Any Interconnection Customer assigned a Queue Position prior to November 1, 2017 shall retain that Queue Position subject to Section 1.6 of the SGIP.

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

1.6.1.2 If an Interconnection Study Agreement has been executed prior to November 1, 2017, such Interconnection Study shall be completed in accordance with the terms of such agreement. If an Interconnection Study Agreement has been executed prior to November 1, 2017, but the Interconnection Study has not commenced, such Interconnection Study shall be completed, and any subsequent Interconnection Studies shall be processed, in accordance with the version of the SGIP in effect on November 1, 2017. Interconnection Studies for Interconnection Requests seeking to interconnect into the Northern and Western Maine parts of the New England Control Area that do not

have a completed Interconnection System Impact Study by November 1, 2017 shall be included in the Maine Resource Integration Study, which shall be the first CRPS. The Interconnection Customers identified in the Maine Resource Integration Study as eligible to participate in the associated Cluster System Impact Study shall make one of the elections and complete the associated requirements specified in Section 1.5.3.3.2 of this SGIP within thirty (30) Calendar Days from the later of November 1, 2017 or the final Maine Resource Integration Study report. If the Interconnection Customer does not make one of the elections and complete the associated requirements by the thirtieth Calendar Day, the System Operator shall automatically withdraw the Interconnection Request from the interconnection queue without further opportunity to cure.

1.6.2 Transition Period. To the extent necessary, the System Operator, Interconnection Customers with an outstanding Interconnection Request (i.e., an Interconnection Request for which an SGIA has neither been executed nor submitted to the Commission for approval prior to November 1, 2017), Interconnecting Transmission Owner and any other Affected Parties, shall transition to proceeding under the version of the SGIP in effect as of November 1, 2017 (or as revised thereafter) within a reasonable period of time not to exceed sixty (60) Calendar Days. The use of the term “outstanding Interconnection Request” herein shall mean any Interconnection Request, on November 1, 2017: (i) that has been submitted, together with the required deposit and attachments, but not yet accepted by the System Operator; (ii) where the related SGIA has not yet been submitted to the Commission for approval in executed or unexecuted form, (iii) where the relevant Interconnection Study Agreements have not yet been executed, or (iv) where any of the relevant Interconnection Studies are in process but not yet completed. Any Interconnection Customer with an outstanding Interconnection Request as of the effective date of this SGIP may request a reasonable extension of the next applicable deadline if necessary to avoid undue hardship or prejudice to its Interconnection Request. A reasonable extension, not to exceed sixty (60) Calendar Days, shall be granted by the System Operator to the extent consistent with the intent and process provided for under this SGIP.

1.6.3 One-Time Election for CNR Interconnection Service at Queue Position Assigned Prior to February 1, 2009. An Interconnection Customer with an outstanding Interconnection Request will be eligible to make a one-time election to be considered for CNR Interconnection Service at the Queue Position assigned prior to February 1, 2009. The Interconnection Customer’s one-time election must be made by the end of the New Generating Capacity Show of Interest Submission Window for the fourth

Forward Capacity Auction. Interconnection Customers requesting CNR Interconnection Service will be required to comply with the requirements for CNR Interconnection Service set forth in Section 1.7.1. Interconnection Customers requesting CNR Interconnection Service that have not received a completed Interconnection System Impact Study may request a preliminary, non-binding, analysis of potential upgrades that may be necessary for the fourth Forward Capacity Auction – the prompt or near-term auction – pursuant to Sections 3.3.2 or 3.4.3, whichever is applicable.

1.6.4 Grandfathering.

1.6.4.1 An Interconnection Customer's Generating Facility that is interconnected pursuant to an Interconnection Agreement executed or submitted to the Commission for approval prior to February 1, 2009, will maintain its status as a Network Resource with Network Resource Interconnection Service eligible to participate in the New England Markets, in accordance with the requirements of Market Rule 1, Section III of the Tariff, up to the megawatt amount specified in the Interconnection Agreement, subject to the Interconnection Customer satisfying all requirements set forth in the Interconnection Agreement and this SGIP. If the Generating Facility does not meet the criteria set forth in Section 1.6.4.3 of this SGIP, the Interconnection Customer will be eligible to make a one-time election, pursuant to Section 1.6.3, for Capacity Network Resource treatment without submitting a new Interconnection Request; however, the Interconnection Customer will be required to comply with the requirements for CNR Interconnection Service set forth in Section 1.7.1. Upon completion of the requirements to obtain CNR Interconnection Service, the Interconnection Customer's Interconnection Agreement shall be amended to conform to the SGIA in Exhibit 1 of this SGIP.

1.6.4.2 An Interconnection Customer's Generating Facility governed by an Interconnection Agreement either executed or filed with the Commission in unexecuted form prior to August 1, 2008, shall maintain the Queue Position assigned as of August 1, 2008, and be eligible to participate in the New England Markets, in accordance with the requirements in Market Rule 1, Section III of the Tariff, as in effect as of August 1, 2008, so long as the Interconnection Customer complies with all of the requirements specified in the Interconnection Agreement, including achieving the milestones associated with At-Risk Expenditures, subject to Section 1.5.5 of this SGIP.

1.6.4.3 All resources that are treated as Existing Generating Capacity Resources in the fourth Forward Capacity Auction pursuant to Section III.13 of the Tariff shall receive treatment as a CNR and obtain CNR Interconnection Service, in accordance with this SGIP, up to the CNR Capability of the resource.

The grandfathered CNR Capability for these resources shall be equal to the megawatt amount established pursuant to the following hierarchy:

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

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

Where the governing document (as determined by the hierarchy set forth in 1.6.4.3) specifies a megawatt amount at an ambient temperature consistent with the definition of CNR Capability, the grandfathered CNR Capability shall be equal to that amount.

Where the governing document (as determined by the hierarchy set forth in Section 1.6.4.3) does not specify an ambient temperature, the megawatt amount will be deemed to be at the value consistent with the definition of CNR Capability.

Where the implementation of this Section 1.6.4.3 results in a CNR Capability that is different than previously had been identified, the revised CNR Capability will be applied commencing with the next Forward Capacity Auction qualification process (after the revised CNR Capability value is identified), which is initiated by the Show of Interest Window in accordance with Section III.13 of the Tariff. The revised CNR Capability will continue to govern until the resource completes the applicable process(es) for obtaining the higher megawatt amount.

1.6.4.4 All resources that are treated as Existing Generating Capacity Resources in the fourth Forward Capacity Auction pursuant to Section III.13 of the Tariff shall receive treatment as a NR and obtain NR Interconnection Services in accordance with this SGIP, up to the NR Capability of the resource. The grandfathered NR Capability shall be determined pursuant to the hierarchy set forth in Section 1.6.4.3.

Where the governing document (as described by the hierarchy set forth in Section 1.6.4.3) of a resource for which a temperature-adjustment curve is used for the claimed capability verification, as set forth in the ISO New England Manuals, specifies a megawatt amount at an ambient temperature, the grandfathered NR Capability shall be equal to a temperature-adjusted value consistent with the definition of NR Capability.

Where the governing document (as determined by the hierarchy set forth in Section 1.6.4.3) does not specify an ambient temperature, the megawatt amount will be deemed to be at the value consistent with the definition of NR Capability.

1.7 Type of Interconnection Services

At the time the Interconnection Request is submitted, the Interconnection Customer must request either CNR Interconnection Service or NR Interconnection Service, as described in Sections 1.7.1 and 1.7.2 below. An Interconnection Customer that meets the requirements to obtain CNR Interconnection Service shall obtain NR Interconnection Service up to the NR Capability upon completion of all requirements for NR Interconnection Service, including all necessary upgrades. Upon completion of all requirements for the CNR Interconnection Service, the Interconnection Customer shall also receive CNR Interconnection Service for CNR Capability. An Interconnection Customer that meets the requirements to obtain NR Interconnection Service shall receive NR Interconnection Service for the Interconnection Customer's Generating Facility NR Capability.

1.7.1 Capacity Network Resource Interconnection Service

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

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

1.7.1.2 The Studies. All Interconnection Studies for CNR Interconnection Service shall assure that the Interconnection Customer's Small Generating Facility satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System. The CNR Group Study for CNR Interconnection Service shall assure that the Interconnection Customer's Small Generating Facility can be interconnected in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other CNRs and Elective Transmission Upgrades with CNI Interconnection Service, in accordance with the CC Interconnection Standard and as detailed in the ISO New England Planning Procedures. The Interconnection Request may also be studied with the New England Transmission System under non-peak load conditions. However, upon request by the Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain in writing to the Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

1.7.1.3 Milestones for CNR Interconnection Service. In addition to the requirements set forth in this SGIP, an Interconnection Customer with an Interconnection Request for CNR Interconnection Service shall complete the following milestones prior to receiving CNR Interconnection Service for the CNR Capability, such milestones to be specified in Attachment 4 of the SGIA as either completed or to be completed: (i) submit the necessary requests for participation in the Forward Capacity Auction associated with the Generating Facility's requested Commercial Operation Date (except as modified by Agreement with the System Operator pursuant to Section 1.5.5 of this SGIP), in accordance with the provisions of Section III.13 of the Tariff; (ii) participate in a CNR Group Study for the Forward Capacity Auction associated with the requested Generating Facility's Commercial Operation Date; (iii) qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff; and (iv) complete a re-study of the applicable Interconnection Study and CNR Group Study to determine the cost responsibility for facilities and upgrades necessary to accommodate the Interconnection Request based on the results of the Forward Capacity Auction or Reconfiguration Auction or bilateral transaction, as applicable, through which the Interconnection Customer received a Capacity Supply Obligation. With respect to (iv) above, if an Interconnection Study has been completed, the completed Interconnection Study shall be subject to

re-study, in accordance with the re-study provisions in this SGIP. If an Interconnection Study Agreement has been executed, the Interconnection Study associated with the Interconnection Study Agreement shall include the necessary analysis that would otherwise have been performed in a re-study. If an SGIA has been either executed or filed with the Commission in unexecuted form, then the last Interconnection Study completed for the Interconnection Customer under this SGIP shall be subject to re-study. The Attachments to the SGIA shall be amended (pursuant to Article 12.2 of the SGIA) to reflect CNR Capability and the results of the re-study.

1.7.2 Network Resource Interconnection Service

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

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

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

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

1.8 Withdrawal

1.8.1 The Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to System Operator, which System Operator will transmit to the Interconnecting Transmission Owner and any Affected Parties. In addition, if the Interconnection Customer fails to adhere to all requirements of this SGIP, except as provided in Section 4.2 (Disputes), the System Operator shall deem the Interconnection Request to be withdrawn and shall provide written notice to the Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Except as otherwise provided elsewhere in this SGIP, upon receipt of such written notice, the Interconnection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cure the deficiency or to notify the System Operator of its intent to pursue dispute resolution, and the System Operator shall notify the Interconnecting Transmission Owner and any Affected Parties of the same.

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

1.8.3 The System Operator shall update the OASIS Queue Position posting. The System Operator and Interconnecting Transmission Owner shall: (i) arrange to refund to the Interconnection Customer any portion of the Interconnection Customer's deposit or study payments that exceeds the costs incurred; or

(ii) arrange to charge to the Interconnection Customer any amount of such costs incurred that exceed the Interconnection Customer's deposit or study payments. In the event of such withdrawal, the System Operator, subject to the confidentiality provisions of Section 4.5 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information, shall provide, at Interconnection Customer's request, all information developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

SECTION 2. FAST TRACK PROCESS

2.1 Applicability

The Fast Track Process is available to an Interconnection Customer proposing to interconnect its Small Generating Facility with the Distribution System that is part of the Administered Transmission System if the Small Generating Facility's capacity does not exceed the size limits identified in the table below. Small Generating Facilities below these limits are eligible for Fast Track review. However, Fast Track eligibility is distinct from the Fast Track Process itself, and eligibility does not imply or indicate that a Small Generating Facility will pass the Fast Track screens in section 2.2.1 below or the Supplemental Review screens in section 2.4.4 below.

Fast Track eligibility is determined based upon the generator type, the size of the generator, voltage of the line and the location of and the type of line at the Point of Interconnection. All Small Generating Facilities connecting to lines greater than or equal to 69 kilovolt (kV) are ineligible for the Fast Track Process regardless of size. All synchronous and induction machines must be no larger than 2 MW to be eligible for the Fast Track Process, regardless of location. For certified inverter-based systems, the size limit varies according to the voltage of the line at the proposed Point of Interconnection. Certified inverter-based Small Generating Facilities located within 2.5 electrical circuit miles of a substation and on a mainline (as defined in the table below) are eligible for the Fast Track Process under the higher thresholds according to the table below. In addition to the size threshold, the Interconnection Customer's proposed Small Generating Facility must meet the codes, standards, and certification requirements of Attachments 3 and 4 of these procedures, or the System Operator in conjunction with the Interconnecting Transmission Owner has to have reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

Fast Track Eligibility for Inverter-Based Systems

Line Voltage	Fast Track Eligibility Regardless of Location	Fast Track Eligibility on a Mainline ¹ and ≤ 2.5 Electrical Circuit Miles from Substation ²
< 5 kV	≤ 500 kW	≤ 500 kW
≥ 5 kV and < 15 kV	≤ 2 MW	≤ 3 MW
≥ 15 kV and < 30 kV	≤ 3 MW	≤ 4 MW
≥ 30 kV and < 69 kV	≤ 4 MW	≤ 5 MW

1. For purposes of this table, a mainline is the three-phase backbone of a circuit. It will typically constitute lines with wire sizes of 4/0 American wire gauge, 336.4 kcmil, 397.5 kcmil, 477 kcmil and 795 kcmil.

2. An Interconnection Customer can determine this information about its proposed interconnection location in advance by requesting a pre-application report pursuant to section 1.2.

2.2 Initial Review

Within fifteen (15) Business Days after the System Operator notifies the Interconnection Customer it has received a complete Interconnection Request, the System Operator in conjunction with the Interconnecting Transmission Owner shall perform an initial review using the screens set forth below, shall notify the Interconnection Customer of the results, and include with the notification copies of the analysis and data underlying the determinations under the screens.

2.2.1 Screens

2.2.1.1 The proposed Small Generating Facility's Point of Interconnection must be on a portion of the Interconnecting Transmission Owner's Distribution System that is subject to the Tariff.

2.2.1.2 For interconnection of a proposed Small Generating Facility to a radial distribution circuit, the aggregated generation, including the proposed Small Generating Facility, on the circuit shall not exceed 15 % of the line section annual peak load as most recently measured at the substation. A line section is that portion of an Interconnecting Transmission Owner's electric system connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line.

2.2.1.3 For interconnection of a proposed Small Generating Facility to the load side of spot network protectors, the proposed Small Generating Facility must utilize an inverter-based equipment package and,

together with the aggregated other inverter-based generation, shall not exceed the smaller of 5 % of a spot network's maximum load or 50 kW.

2.2.1.4 The proposed Small Generating Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than 10 % to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of change of ownership.

2.2.1.5 The proposed Small Generating Facility, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Interconnection Customer equipment on the system to exceed 87.5 % of the short circuit interrupting capability; nor shall the interconnection be proposed for a circuit that already exceeds 87.5 % of the short circuit interrupting capability.

2.2.1.6 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Interconnecting Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on the Interconnecting Transmission Owner's electric power system due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Result/Criteria
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass screen
Three-phase, four wire	Effectively-grounded 3 phase or Single-phase, line-to-neutral	Pass screen

2.2.1.7 If the proposed Small Generating Facility is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Small Generating Facility, shall not exceed 20 kW.

2.2.1.8 If the proposed Small Generating Facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20 % of the nameplate rating of the service transformer.

2.2.1.9 The Small Generating Facility, in aggregate with other generation interconnected to the transmission side of a substation transformer feeding the circuit where the Small Generating Facility proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating units located in the general electrical vicinity (e.g., three or four transmission busses from the point of interconnection).

2.2.1.10 No construction of facilities by the Interconnecting Transmission Owner on its own system shall be required to accommodate the Small Generating Facility.

2.2.2 If the proposed interconnection passes the screens, the Interconnection Request shall be approved for Network Resource interconnection Service and the System Operator in conjunction with the Interconnecting Transmission Owner will provide the Interconnection Customer an executable SGIA within five (5) Business Days after the determination.

2.2.3 If the proposed interconnection fails the screens, but the System Operator in conjunction with the Interconnecting Transmission Owner determines that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards, the System Operator in conjunction with the Interconnecting Transmission Owner shall provide the Interconnection Customer an executable SGIA within five (5) Business Days after the determination. If the Interconnection Request is for Capacity Network Resource Interconnection Service, the Interconnection Customer must also comply with the milestones for CNR Interconnection Service specified in Section 1.7.1.3 of the SGIP.

2.2.4 If the proposed interconnection fails the screens, but the System Operator in conjunction with the Interconnecting Transmission Owner, does not or cannot determine from the initial review that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards unless the Interconnection Customer is willing to consider minor modifications or further study, the System Operator in conjunction with the Interconnecting Transmission Owner shall provide the Interconnection Customer with the opportunity to attend a customer options meeting.

2.3 Customer Options Meeting

If the System Operator in conjunction with the Interconnecting Transmission Owner determines the Interconnection Request cannot be approved without (1) minor modifications at minimal cost, (2) a supplemental study or other additional studies or actions, or (3) incurring significant cost to address

safety, reliability, or power quality problems, the System Operator shall notify the Interconnection Customer of that determination within five (5) Business Days after the determination and provide copies of all data and analyses underlying its conclusion. Within ten (10) Business Days of such determination, the System Operator shall offer to convene a customer options meeting with the Interconnection Customer and Interconnecting Transmission Owner to review possible Interconnection Customer facility modifications or the screen analysis and related results, to determine what further steps are needed to permit the Small Generating Facility to be connected safely and reliably. At the time of notification of the determination, or at the customer options meeting:

2.3.1 The Interconnecting Transmission Owner shall offer to perform facility modifications or minor modifications to the Interconnecting Transmission Owner's electric system (e.g., changing meters, fuses, relay settings) and provide a non-binding good faith estimate of the limited cost to make such modifications to the Interconnecting Transmission Owner's electric system. If the Interconnection Customer agrees to pay for the modifications to the Interconnecting Transmission Owner's electric system, the System Operator in conjunction with the Interconnecting Transmission Owner will provide the Interconnection Customer with an executable SGIA within ten (10) Business Days of the customer options meeting; or

2.3.2 The System Operator shall offer to perform a supplemental review in accordance with section 2.4 and provide a non-binding good faith estimate of the costs of such review; or

2.3.3 The System Operator shall obtain the Interconnection Customer's agreement to continue evaluating the Interconnection Request under the section 3 Study Process.

2.4 Supplemental Review

2.4.1 To accept the offer of a supplemental review, the Interconnection Customer shall agree in writing and submit a deposit to the System Operator for the estimated costs of the supplemental review in the amount of the System Operator's and Interconnecting Transmission Owner's good faith estimate of the costs of such review, both within fifteen (15) Business Days of the offer. If the written agreement and deposit have not been received by the System Operator within that timeframe, the Interconnection Request shall continue to be evaluated under the section 3 Study Process unless it is withdrawn by the Interconnection Customer.

2.4.2 The Interconnection Customer must specify the order in which the System Operator in conjunction with the Interconnecting Transmission Owner will complete the screens in section 2.4.4.

2.4.3 The Interconnection Customer shall be responsible for the System Operator's and the Interconnecting Transmission Owner's actual costs for conducting the supplemental review. The Interconnection Customer must pay any review costs that exceed the deposit within twenty (20) Business Days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced costs, the System Operator and Interconnecting Transmission Owner will return such excess within twenty (20) Business Days of the invoice without interest.

2.4.4 Within thirty (30) Business Days following receipt of the deposit for a supplemental review, the System Operator shall (1) in conjunction with the Interconnecting Transmission Owner, perform a supplemental review using the screens set forth below; (2) notify in writing the Interconnection Customer of the results; and (3) include with the notification copies of the analysis and data underlying the System Operator's and Interconnecting Transmission Owner's determinations under the screens. Unless the Interconnection Customer provided instructions for how to respond to the failure of any of the supplemental review screens below at the time the Interconnection Customer accepted the offer of supplemental review, the System Operator shall notify the Interconnection Customer following the failure of any of the screens, or if the System Operator in conjunction with the Interconnecting Transmission Owner is unable to perform the screen in section 2.4.4.1, within two (2) Business Days of making such determination to request Interconnection Customer's permission to: (1) continue evaluating the proposed interconnection under this section 2.4.4; (2) terminate the supplemental review and continue evaluating the Small Generating Facility under section 3; or (3) terminate the supplemental review upon withdrawal of the Interconnection Request by the Interconnection Customer.

2.4.4.1 Minimum Load Screen: Where twelve (12) months of line section minimum load data (including onsite load but not station service load served by the proposed Small Generating Facility) are available, can be calculated, can be estimated from existing data, or determined from a power flow model, the aggregate Generating Facility capacity on the line section is less than 100% of the minimum load for all line sections bounded by automatic sectionalizing devices upstream of the proposed Small Generating Facility. If minimum load data is not available, or cannot be calculated, estimated or determined, the System Operator in conjunction with the Interconnecting Transmission Owner shall include the reason(s) that it is unable to calculate, estimate or determine minimum load in its supplemental review results notification under section 2.4.4.

2.4.4.1.1 The type of generation used by the proposed Small Generating Facility will be taken into account when calculating, estimating, or determining circuit or line section minimum load relevant for the application of screen 2.4.4.1. Solar photovoltaic (PV) generation systems with no battery storage use daytime minimum load (i.e. 10 a.m. to 4 p.m. for fixed panel systems and 8 a.m. to 6 p.m. for PV systems utilizing tracking systems), while all other generation uses absolute minimum load.

2.4.4.1.2 When this screen is being applied to a Small Generating Facility that serves some station service load, only the net injection into the Interconnecting Transmission Owner's electric system will be considered as part of the aggregate generation.

2.4.4.1.3 The System Operator and the Interconnecting Transmission Owner will not consider as part of the aggregate generation for purposes of this screen generating facility capacity known to be already reflected in the minimum load data.

2.4.4.2 Voltage and Power Quality Screen: In aggregate with existing generation on the line section: (1) the voltage regulation on the line section can be maintained in compliance with relevant requirements under all system conditions; (2) the voltage fluctuation is within acceptable limits as defined by Institute of Electrical and Electronics Engineers (IEEE) Standard 1453, or utility practice similar to IEEE Standard 1453; and (3) the harmonic levels meet IEEE Standard 519 limits.

2.4.4.3 Safety and Reliability Screen: The location of the proposed Small Generating Facility and the aggregate generation capacity on the line section do not create impacts to safety or reliability that cannot be adequately addressed without application of the Study Process. The System Operator in conjunction with the Interconnecting Transmission Owner shall give due consideration to the following and other factors in determining potential impacts to safety and reliability in applying this screen.

2.4.4.3.1 Whether the line section has significant minimum loading levels dominated by a small number of customers (e.g., several large commercial customers).

2.4.4.3.2 Whether the loading along the line section is uniform or even.

2.4.4.3.3 Whether the proposed Small Generating Facility is located in close proximity to the substation (i.e., less than 2.5 electrical circuit miles), and whether the line section from the substation to the Point of Interconnection is a Mainline rated for normal and emergency ampacity.

2.4.4.3.4 Whether the proposed Small Generating Facility incorporates a time delay function to prevent reconnection of the generator to the system until system voltage and frequency are within normal limits for a prescribed time.

2.4.4.3.5 Whether operational flexibility is reduced by the proposed Small Generating Facility, such that transfer of the line section(s) of the Small Generating Facility to a neighboring distribution circuit/substation may trigger overloads or voltage issues.

2.4.4.3.6 Whether the proposed Small Generating Facility employs equipment or systems certified by a recognized standards organization to address technical issues such as, but not limited to, islanding, reverse power flow, or voltage quality.

2.4.5 If the proposed interconnection passes the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above, the Interconnection Request shall be approved and the System Operator in conjunction with the Interconnecting Transmission Owner will provide the Interconnection Customer with an executable SGIA within the timeframes established in sections 2.4.5.1 and 2.4.5.2 below. If the proposed interconnection fails any of the supplemental review screens and the Interconnection Customer does not withdraw its Interconnection Request, it shall continue to be evaluated under the section 3 Study Process consistent with section 2.4.5.3 below.

2.4.5.1 If the proposed interconnection passes the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above and does not require construction of facilities by the Interconnecting Transmission Owner on its own system, the SGIA shall be provided within ten (10) Business Days after the notification of the supplemental review results.

2.4.5.2 If Interconnection Facilities or minor modifications to the Interconnecting Transmission Owner's system are required for the proposed interconnection to pass the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above, and the Interconnection Customer agrees to pay for the modifications to the Interconnecting Transmission Owner's electric system, the SGIA, along with a non-binding good faith estimate for the Interconnection Facilities and/or minor modifications, shall be provided to the

Interconnection Customer within fifteen (15) Business Days after receiving written notification of the supplemental review results.

2.4.5.3 If the proposed interconnection would require more than Interconnection Facilities or minor modifications to the Interconnecting Transmission Owner's system to pass the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above, the System Operator shall notify the Interconnection Customer, at the same time it notifies the Interconnection Customer with the supplemental review results, that the Interconnection Request shall be evaluated under the section 3 Study Process unless the Interconnection Customer withdraws its Small Generating Facility.

SECTION 3. STUDY PROCESS

3.1 Applicability

The Study Process shall be used by an Interconnection Customer proposing to interconnect its Small Generating Facility with the Administered Transmission System if the Small Generating Facility is no larger than 20 MW and does not meet the eligibility requirements of section 2.1 or does not pass the Fast Track Process or the 10 kW Inverter Process.

3.2 Scoping Meeting

3.2.1 A scoping meeting will be held within ten (10) Business Days after the Interconnection Request is deemed complete, or as otherwise mutually agreed to by the Parties. The System Operator, the Interconnecting Transmission Owner, the Interconnection Customer and the Affected Party(ies) will bring to the meeting personnel, including system engineers and other resources as may be reasonably required to accomplish the purpose of the meeting. Before participating in a scoping meeting with an Interconnection Customer that is also an Affiliate, the Interconnecting Transmission Owner shall post on the OASIS an advance notice of its intent to do so.

3.2.2 The purpose of the scoping meeting is to discuss the Interconnection Request and review existing studies relevant to the Interconnection Request, including: (i) the estimated timeline for completing all applicable Interconnection Studies, (ii) exchange pertinent information including any transmission data that would reasonably be expected to impact interconnection options, (iii) analyze such information, and (iv) determine the potential feasible Points of Interconnection, and (v) to discuss any other information necessary to facilitate the administration of the Interconnection Procedures. A PSCAD model is required for all wind and inverter-based Small Generating Facilities. If a PSCAD model is required for other

Small Generating Facility types, the Parties shall discuss this at the Scoping Meeting. The Parties shall discuss whether the System Operator should perform an Interconnection Feasibility Study or proceed directly to an Interconnection System Impact Study, or an Interconnection Facilities Study, or an SGIA. If the Interconnection Customer provides the technical data called for in Attachment 2 (including Attachment A, if applicable) to this SGIP with the Interconnection Request, the Parties shall discuss the detailed project design at the Scoping Meeting.

Unless the Interconnection Request has been identified to be included in a CRPS or eligible for inclusion in a CSIS, within five (5) Business Days following the scoping meeting, the Interconnection Customer shall notify the System Operator, in writing: (i) whether it wants the Interconnection Feasibility Study to be completed, as a separate and distinct study or as part of the Interconnection System Impact Study, (ii) if requesting the Interconnection Feasibility Study be completed as a separate and distinct study, which of the alternative study scopes is being selected pursuant to Section 3.3.2, and (iii) the Point(s) of Interconnection and any reasonable alternative Point(s) of Interconnection for inclusion in the attachment to the Interconnection Feasibility Study Agreement (Attachment 6), or the Interconnection System Impact Study Agreement (Attachment 7) if the Interconnection Customer elects not to pursue the Interconnection Feasibility Study.

3.2.3 The scoping meeting may be omitted by mutual agreement. In order to remain in consideration for interconnection, an Interconnection Customer who has requested an Interconnection Feasibility Study must return the executed Interconnection Feasibility Study Agreement (or Interconnection System Impact Study Agreement if the Interconnection Customer elected not to pursue the Interconnection Feasibility Study), within fifteen (15) Business Days.

3.3 Interconnection Feasibility Study

3.3.1 **Interconnection Feasibility Study Agreement.** Within five (5) Business Days following the Interconnection Customer's request for an Interconnection Feasibility Study, the System Operator shall tender to Interconnection Customer the Interconnection Feasibility Study Agreement signed by the System Operator and Interconnecting Transmission Owner, including an outline of the scope of the Interconnection Feasibility Study and a non-binding good faith estimate of the cost to perform the Interconnection Feasibility Study. The Interconnection Feasibility Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Interconnection Feasibility Study, including the cost of developing the study agreement and its attachment(s). No later than fifteen (15)

Business Days after its receipt of the Interconnection Feasibility Study Agreement, the Interconnection Customer shall execute and deliver the agreement, including completed attachments, to System Operator and the Interconnecting Transmission Owner, together with the refundable deposit of the lesser of 50 percent of the good faith estimated Interconnection Feasibility Study costs or earnest money of \$1,000. The deposit shall be applied toward the cost of the Interconnection Feasibility Study, including the cost of developing the study agreement and its attachment(s). For Interconnection Requests that are identified for inclusion in a CRPS performed under Section 15 of Attachment K, Section II of the Tariff, the deposit also shall be applied toward the costs incurred by the Interconnecting Transmission Owner in developing the cost estimates in support of the CRPS. Any difference between the study deposit and the actual cost of the Interconnection Feasibility Study or the actual costs incurred by the Interconnecting Transmission Owner in developing the costs estimates in support of the CRPS shall be paid by or refunded to the Interconnection Customer. The System Operator and/or Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the costs of the Interconnection Feasibility Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner on the Interconnection Feasibility Study, including the development of the study agreement and its attachment(s). The System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Feasibility Study on each month. The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. System Operator shall continue to hold any amounts on deposits until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

3.3.2 Scope of Interconnection Feasibility Study. The Interconnection Feasibility Study shall preliminarily evaluate the feasibility of the proposed interconnection to the Administered Transmission System with available data and information. The Interconnection Feasibility Study will consider the Base Cases as well as all generating facilities and Elective Transmission Upgrades (and with respect to (iii), any identified Network Upgrades) that, on the date the Interconnection Feasibility Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the New England Transmission System and may have an impact on the Interconnection Request; and (iv) have no Queue Position but have executed an Interconnection Agreement or requested that an unexecuted Interconnection Agreement be filed with the Commission (the “Study Case” for the Interconnection Feasibility Study). An Interconnection Customer

with a CNR Interconnection Request may also request that the Interconnection Feasibility Study include a preliminary, non-binding, analysis to identify potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff, based on a limited set of assumptions to be specified by the Interconnection Customer and reflected in Attachment A to the Interconnection Feasibility Study Agreement. The Interconnection Feasibility Study will consist of a power flow, including thermal analysis and voltage analysis, and short circuit analysis. The Interconnection Feasibility Study report will provide (i) a list of facilities and a non-binding good faith estimate of cost responsibility; (ii) a non-binding good faith estimated time to construct the Interconnection Facilities and Network Upgrades; (iii) a protection assessment to determine the required Interconnection Facilities; and may provide (iv) an evaluation of the siting of Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environmental work for Interconnection Facilities and Network Upgrades.

Alternatively, in the case where the Interconnection Customer requests that the Interconnection Feasibility Study be completed as a separate and distinct study, the Interconnection Customer may provide the technical data called for in Appendix 1, Attachment A with the executed Interconnection Feasibility Study Agreement and request that the Interconnection Feasibility Study consist of limited thermal analysis, voltage analysis, short circuit analysis, stability analysis, and electromagnetic transient analysis, as appropriate, focusing on the issues that are expected to be the most significant for the proposed Small Generating Facility's interconnection given recent study experience and as discussed at the Scoping Meeting. In this case, the Interconnection Feasibility Study report will provide (i) the study findings; and, (ii) a preliminary description of and a non-binding good faith order of magnitude estimated cost of (unless such cost estimate is waived by the Interconnection Customer) and the time to construct the Interconnection Facilities and Network Upgrades necessary to interconnect the Small Generating Facility as identified within the scope of the analysis performed as part of the study.

To the extent the Interconnection Customer requested a preliminary analysis as described in this Section 3.3, the Interconnection Feasibility Study report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

3.3.3 Interconnection Feasibility Study Procedures. The System Operator in coordination with Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it

performs the study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection Feasibility Study no later than thirty (30) Business Days after System Operator and Interconnecting Transmission Owner receive the fully executed Interconnection Feasibility Study Agreement, study deposit and required technical data in accordance with Section 3.3.1. At the request of the Interconnection Customer or at any time the System Operator or the Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Feasibility Study, the System Operator shall notify the Interconnection Customer as to the schedule status of the Interconnection Feasibility Study. If the System Operator is unable to complete the Interconnection Feasibility Study within that time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required.

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

3.3.5 Re-Study. If re-study of the Interconnection Feasibility Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project, (iii) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resources(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (iv) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than thirty (30) Business Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection Feasibility Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Feasibility Study Agreement. The Interconnection Customer shall have the option to waive the re-study and elect to have the re-study performed as part of its Interconnection System Impact Study. The Interconnection Customer shall provide written notice of the waiver and election of

moving directly to the Interconnection System Impact Study within five (5) Business Days of receiving notice from the System Operator of the required re-study.

3.4 Interconnection System Impact Study

3.4.1 Interconnection System Impact Study Agreement. Within five (5) Business Days following the Interconnection Feasibility Study results meeting, the System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer the Interconnection System Impact Study Agreement, which includes a non-binding good faith estimate of the cost and timeframe to perform the Interconnection System Impact Study. The Interconnection System Impact Study Agreement shall provide that the Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Interconnection System Impact Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the SGIA.

3.4.2 Execution of Interconnection System Impact Study Agreement. The Interconnection Customer shall execute the Interconnection System Impact Study Agreement and deliver the executed Interconnection System Impact Study Agreement, including completed attachments, to the System Operator no later than fifteen (15) Business Days after its receipt along with (1) demonstration of Site Control, (2) a refundable deposit of 50 percent of the good faith estimated cost for the transmission portion of the Interconnection System Impact Study and 100 percent of the good faith estimated cost for the distribution portion of the Interconnection System Impact Study, and (3) a PSCAD model if one was determined to be needed at the Scoping Meeting; provided that if a PSCAD model was determined to be needed for the non-wind or non-inverter-based Small Generating Facility at the Scoping Meeting, then the Interconnection Customer shall have ninety (90) Calendar Days from the execution of the System Impact Study Agreement to provide the PSCAD model. Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to the Interconnection Customer's existing Small Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property. The deposit shall be applied toward the cost of the Interconnection System Impact Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the SGIA. For Interconnection Requests that are identified for inclusion in a CRPS performed under Section 15 of Attachment K, Section II of the Tariff, the deposit also shall be applied toward the costs incurred by the Interconnecting Transmission Owner in developing the cost estimates in support of the CRPS. Any difference between the study deposit and the actual cost of the Interconnection

System Impact Study or the actual costs incurred by the Interconnecting Transmission Owner in developing the costs estimates in support of the CRPS shall be paid by or refunded to the Interconnection Customer. The System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the costs of Interconnection System Impact Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the System Impact Study, including the study agreement and its attachment(s) and the SGIA. In the case of Clustering, CSIS costs that are associated with an individual Interconnection Request assessed within the CSIS will be charged directly to that Interconnection Customer. CSIS costs that are associated with the CSIS as a whole will be divided equally, on a per-project basis, among the Interconnection Customers in the cluster.

The System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the transmission portion of the Interconnection System Impact Study on each month. The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposit until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

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

assumptions to be specified by the Interconnection Customer and reflected in Attachment A to the Interconnection System Impact Study Agreement. The Interconnection System Impact Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, including thermal analysis and voltage analysis, a system protection analysis and any other analyses, such as electromagnetic transient analysis, that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner. The Interconnection System Impact Study report will state the assumptions upon which it is based, state the results of the analyses, and provide the requirements or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The Interconnection System Impact Study report will provide (i) a list of facilities that are required as a result of the Interconnection Request and a non-binding good faith estimate of cost responsibility, (ii) a non-binding good faith estimated time to construct, (iii) a protection assessment to determine the required protection upgrades; and may provide (iv) an evaluation of the siting of the Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environmental work. To the extent the Interconnection Customer requested a preliminary analysis as described in this Section 3.4.3, the Interconnection System Impact Study report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

3.4.4 Interconnection System Impact Study Procedures. The System Operator shall coordinate the Interconnection System Impact Study with the Interconnecting Transmission Owner, and with any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, that is affected by the Interconnection Request. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection System Impact Study within forty-five (45) Business Days after the receipt of the Interconnection System Impact Study Agreement, study deposit, demonstration of Site Control, if Site Control is required, and required technical data in accordance with Section 3.4.2. If the System Operator uses Clustering, the System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to deliver a completed Interconnection System Impact Study within the times specified in this Section 3.4.4. At the request of the Interconnection Customer or at any time the System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection System Impact Study, the System Operator

shall notify the Interconnection Customer as to the schedule status of the Interconnection System Impact Study. If the System Operator and Interconnecting Transmission Owner are unable to complete the Interconnection System Impact Study within the time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required.

Except in the case of a CSIS, the System Operator shall notify the Interconnection Customer when the Interconnection System Impact Study is expected to commence within sixty-five (65) Calendar Days. An Interconnection Customer with an Interconnection Request being studied serially will be permitted to update the technical data provided in Attachment 2 of this SGIP and any attachments thereto, and submit modifications to that technical data to the System Operator no later than sixty (60) Calendar Days from the date that the System Operator notified the Interconnection Customer that the Interconnection System Impact Study is expected to commence. Such modifications will not be deemed Material Modifications unless the changes require a new Interconnection Request in accordance with Section 1.5.5 of this SGIP.

Where sufficient time has elapsed since the initial Scoping Meeting, within ten (10) Business Days after notifying the Interconnection Customer that the Interconnection System Impact Study is expected to commence, the System Operator may convene a second Scoping Meeting for the purpose of providing updated information to the Interconnection Customer in preparation for the submittal of updates to the technical data.

3.4.5 Meeting with Parties. Within ten (10) Business Days of providing an Interconnection System Impact Study report to Interconnection Customer, the System Operator shall convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, to discuss the results of the Interconnection System Impact Study. Within ten (10) Business Days following the study results meeting, the Interconnection Customer shall provide to the System Operator written notice that it will either pursue the Interconnection Facilities Study or waive the Interconnection Facilities Study and elect an expedited interconnection. Once the Interconnection Customer notifies the System Operator of its election, such election is not subject to change. If the Interconnection Customer elects to pursue the Facilities Study it must proceed with the study. If the Interconnection Customer waives the Facilities Study, it shall commit to the following milestones in the SGIA: (i) Siting approval for the Generating Facility and Interconnection Facilities; (ii) Engineering of Interconnection Facilities approved by Interconnecting Transmission Owner; (iii) Ordering of long lead

time material for Interconnection Facilities and system upgrades; (iv) Initial Synchronization Date; and (v) Commercial Operation Date.

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

3.4.6 Re-Study. If re-study of the Interconnection System Impact Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project, (iii) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resources(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (iv) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than thirty (30) Business Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection System Impact Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection System Impact Study Agreement.

3.4.7 Operational Readiness. The System Operator shall, as close to the Interconnection Customer's actual Synchronization Date as reasonably possible, ensure that operational analysis, including current stability analyses, power flow analyses, and any other analyses deemed necessary by the System Operator, are performed, and that procedures are developed or updated to address the operation of the New England Transmission System with the addition of the Interconnection Customer's Generating Facility. The operational analysis will also include tests of system performance with selected facilities out of service. Such studies shall be performed at the expense of the Interconnection Customer. The System Operator is not obligated to perform the operational analyses described in this Section 3.4.7 if, in the exercise of reasonable discretion, the System Operator in consultation with Interconnecting Transmission Owner determines that interconnection of the Interconnection Customer's Generating Facility to the Administered Transmission System is remote and speculative.

3.5 Interconnection Facilities Study

3.5.1 Interconnection Facilities Study Agreement. Except as otherwise provided in Section 1.5.3.4 of this SGIP, the Interconnection Customer may waive the Interconnection Facilities Study and instead elect expedited interconnection and proceed with a SGIA in accordance with the requirements specified in Section 4.8. If the Interconnection Customer elects to proceed with an Interconnection Facilities Study, the System Operator shall provide to the Interconnection Customer an Interconnection Facilities Study Agreement in the form of Attachment 8 to this SGIP simultaneously with the delivery of the Interconnection System Impact Study report to the Interconnection Customer. The Interconnection Facilities Study Agreement shall provide that the Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Interconnection Facilities Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the SGIA. Within five (5) Business Days following the Interconnection Customer's Interconnection System Impact Study results meeting, the System Operator and Interconnecting Transmission Owner shall provide to the Interconnection Customer the Interconnection Facilities Study Agreement along with a non-binding good faith estimate of the cost to perform the Interconnection Facilities Study. The Interconnection Customer shall execute the Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement, including completed attachments, to the System Operator within thirty (30) Business Days after its receipt, together with the required refundable deposit of the non-binding good faith estimated costs for the Interconnection Facilities Study. Any difference between the study deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to the Interconnection Customer. The System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the cost of the Interconnection Facilities Studies that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the Interconnection Facilities Study, the study agreement and its attachment(s) and the SGIA. In the case of Clustering, CFAC costs that are associated with an individual Interconnection Request assessed within the CFAC will be charged directly to that Interconnection Customer. CFAC costs that are associated with the CFAC as a whole will be divided equally, on a per-project basis, among the Interconnection Customers in the cluster. The System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study on each month. The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of

invoice. The System Operator shall continue to hold the amounts on deposits until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

3.5.2 Scope of Interconnection Facilities Study. The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facility to the Administered Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Interconnecting Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The scope and cost of the Interconnection Facilities Study shall include completion of any engineering work limited to what is reasonably required to (i) estimate such aforementioned cost, (ii) identify configurations of required facilities, and (iii) identify time requirements for construction and installation of required facilities. Design for any required Interconnection Facilities and/or Network Upgrades shall also be performed under the Interconnection Facilities Study. The Interconnection Customer, the System Operator, the Interconnecting Transmission Owner, and the Affected Party(ies), if any, may agree to allow the Interconnection Customer to separately arrange for the design of some of the Interconnection Facilities. In such cases, facilities design shall be reviewed and may be modified prior to acceptance by the Interconnecting Transmission Owner, under the provisions of the Interconnection Facilities Study Agreement. If the Parties agree to separately arrange for design and construction, and provided security and confidentiality requirements can be met, the System Operator and/or the Interconnecting Transmission Owner shall make sufficient information available to the Interconnection Customer in accordance with confidentiality and critical infrastructure requirements to permit the Interconnection Customer to obtain any independent design and cost estimates for any necessary facilities.

3.5.3 Interconnection Facilities Study Procedures. The System Operator shall coordinate the Interconnection Facilities Study with Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the study and

the System Operator shall issue a draft Interconnection Facilities Study report to the Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, within the following number of days after receipt of an executed Interconnection Facilities Study Agreement: forty-five (45) Business Days if upgrades are necessary, or thirty (30) Business Days if upgrades are not necessary. If the System Operator uses Clustering, the System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to deliver a completed Interconnection Facilities Study within the times specified in this Section 3.5.3.

At the request of the Interconnection Customer or at any time the System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Facilities Study, System Operator shall notify the Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, as to the schedule status of the Interconnection Facilities Study. If the System Operator is unable to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report within the time required, the System Operator shall notify the Interconnection Customer, Interconnecting Transmission Owner and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and provide an estimated completion date and an explanation of the reasons why additional time is required. The Interconnection Customer and appropriate Affected Parties may, within thirty (30) Business Days after receipt of the draft report, provide written comments to the System Operator and Interconnecting Transmission Owner, which the System Operator shall include in the final report. The System Operator shall issue the final Interconnection Facilities Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. The System Operator may reasonably extend such fifteen-day period upon notice to the Interconnection Customer if the Interconnection Customer's comments require the System Operator or Interconnecting Transmission Owner to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities report. Upon request, the System Operator and Interconnecting Transmission Owner shall provide the Interconnection Customer and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, or any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer supporting documentation, with workpapers, and databases or data developed in the preparation of the Interconnection Facilities Study. The recipient(s) of such information shall be

subject to the confidentiality provisions of this SGIP and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to the Interconnection Customer.

3.5.4 Meeting with Parties. Within ten (10) Business Days of providing a draft Interconnection Facilities Study report to Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Facilities Study. Within thirty (30) Business Days of receipt of the study results, the Interconnection Customer shall provide written notice whether it agrees to pay for the Interconnection Facilities and upgrades identified in the Interconnection Facilities Study. An executable SGIA shall be tendered by the System Operator in conjunction with the Interconnecting Transmission Owner to the Interconnection Customer within five (5) Business Days of receipt of such agreement.

3.5.5 Re-Study. If re-study of the Interconnection Facilities Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project, (iii) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resource(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (iv) a modification to a transmission project included in the Base Case, the System Operator shall so notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than thirty (30) Business Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection Facilities Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Facilities Study Agreement.

SECTION 4. PROVISIONS THAT APPLY TO ALL INTERCONNECTION REQUESTS

4.1 Reasonable Efforts

The System Operator and Interconnecting Transmission Owner shall make Reasonable Efforts to meet all time frames provided in these procedures unless the System Operator, the Interconnecting Transmission Owner and the Interconnection Customer agree to a different schedule. If the System Operator or Interconnecting Transmission Owner cannot meet a deadline provided herein, it shall notify the other Parties, explain the reason for the failure to meet the deadline, and provide an estimated time by which it will complete the applicable interconnection procedure in the process.

4.2 Disputes

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

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

4.2.3 If the dispute has not been resolved within two (2) Business Days after receipt of the Notice, any Party may contact the Commission's Dispute Resolution Service (DRS) for assistance in resolving the dispute.

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

4.2.5 Each Party agrees to conduct all negotiations in good faith and will be responsible for its own costs and its pro rata share of any costs paid to the neutral party and any associated common negotiating costs.

4.2.6 If none of the Parties elects to seek assistance from the DRS, or if the attempted dispute resolution fails, then each Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of these procedures.

4.3 Interconnection Metering

Any metering necessitated by the use of the Small Generating Facility shall be installed at the Interconnection Customer's expense in accordance with Commission, state, or local regulatory

requirements and with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

4.4 Commissioning

Commissioning tests of the Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards.

4.4.1 The System Operator and the Interconnecting Transmission Owner must be given at least five (5) Business Days written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning tests.

4.5 Confidentiality

4.5.1 Confidential information shall mean any confidential and/or proprietary information provided by one Party to the other Party(ies) that is clearly marked or otherwise designated "Confidential." For purposes of these procedures all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed confidential information regardless of whether it is clearly marked or otherwise designated as such. Confidential information shall include, without limitation, all information treated as confidential under the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by any of the Parties to the others prior to the execution of an SGIA.

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

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

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

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

4.6 Comparability

The System Operator shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this document. The System Operator and Interconnecting Transmission Owner shall use the same Reasonable Efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Small Generating Facility is owned or operated by the Interconnecting Transmission Owner, its subsidiaries or affiliates, or others.

4.7 Record Retention

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

4.8 SGIA

In accordance with Section 3, the System Operator and the Interconnecting Transmission Owner shall tender to the Interconnection Customer a draft SGIA, together with draft attachments completed to the extent practicable. The Interconnection Customer shall return the Interconnection Customer specific

information required to complete the form SGIA, including the attachments, within fifteen (15) Business Days. Within five (5) Business Days, the System Operator and the Interconnecting Transmission Owner shall issue a final draft of the SGIA to the Interconnection Customer.

The Interconnection Customer and the Interconnecting Transmission Owner shall have fifteen (15) Business Days or another mutually agreeable timeframe to sign three (3) originals of the SGIA and return them to the System Operator, who will send an original fully executed SGIA to Interconnecting Transmission Owner and Interconnection Customer, or the Interconnection Customer shall request that an unexecuted SGIA be filed with the Commission. If the Interconnection Customer does not sign the SGIA, or ask that it be filed unexecuted within thirty (30) Business Days after its receipt of the final draft of the SGIA, the Interconnection Request shall be deemed withdrawn. After the SGIA is signed by the Parties, the interconnection of the Small Generating Facility shall proceed under the provisions of the SGIA.

The Interconnection Customer, the Interconnecting Transmission Owner and the System Operator shall be Parties to the SGIA.

Within fifteen (15) Business Days after receipt of the final SGIA, an Interconnection Customer with an Interconnection Request studied using Clustering that provided the additional Cluster Participation Deposit in accordance with Section 1.5.3.4.4 shall provide to the Interconnecting Transmission Owner, in cash, a potentially non-refundable deposit of twenty (20) percent of the total costs for the Interconnection Facilities and other upgrades, including any CETUs, identified in the CFAC, unless the Interconnecting Transmission Owner's expenditure schedule for the Interconnection Facilities and other upgrades calls for an initial payment of greater than twenty (20) percent of the total upgrade costs, in which case the scheduled initial payment must instead be made within the fifteenth Business Day after receipt of the final SGIA. If the Interconnection Customer does not submit this deposit (or make the initial payment) by the fifteenth Business Day after receipt of the final SGIA, the Interconnection Request shall be automatically withdrawn from the interconnection queue without further opportunity to cure, and the Interconnection Customer's initial and additional Cluster Participation Deposits shall become non-refundable. The non-refundable initial and additional Cluster Participation Deposits shall be re-allocated, according to the cost allocation methodology contained in Schedule 11, to the Interconnection Customers with Interconnection Requests included in the cluster at the time the facilities proposed in the Interconnection Requests achieve Commercial Operation. If an Interconnection Request is withdrawn after the Interconnection Customer's payment of twenty (20) percent of the total cost responsibility for the upgrades to the Interconnecting

Transmission Owner, then the payment shall be used to offset the costs of the CETU. Any unspent payments of the total cost responsibility for the upgrades to the Interconnecting Transmission Owner will be refunded to the respective Interconnection Customers that executed the Interconnection Agreement and provided to the Interconnecting Transmission Owner the twenty (20) percent deposit (or initial payment) if all the associated Interconnection Requests are withdrawn from the interconnection queue and the associated Interconnection Agreements are terminated.

4.9 Coordination with Affected Systems

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

4.10 Evaluation of a Small Generating Facility Interconnection Request

4.10.1 If the Interconnection Request is for an increase in capacity for an existing Small Generating Facility, the Interconnection Request shall be evaluated on the basis of the new total energy capability or capacity capability of the Small Generating Facility.

4.10.2 If the Interconnection Request is for a Small Generating Facility that includes multiple energy production devices at a site for which the Interconnection Customer seeks a single Point of Interconnection, the Interconnection Request shall be evaluated on the basis of the aggregate capacity of the multiple devices.

4.10.3 The Interconnection Request shall be evaluated using the maximum energy capability and capacity capability that the Small Generating Facility is capable of injecting into the Administered Transmission System. However, if the maximum energy capability and capacity capability that the Small Generating Facility is capable of injecting into the Administered Transmission System is limited (e.g., through use of a control system, power relay(s), or other similar device settings or adjustments), then the Interconnection Customer must obtain the System Operator's and Interconnecting Transmission Owner's agreement, with such agreement not to be unreasonably withheld, that the manner in which the Interconnection Customer proposes to implement such a limit will not adversely affect the safety and reliability of the Administered Transmission System. If the System Operator and the Interconnecting Transmission Owner do not agree with the manner in which the Interconnection Customer proposes to implement the limit, then the Interconnection Request must be withdrawn or revised to specify the maximum energy capability and capacity capability that the Small Generating Facility is capable of injecting into the Administered Transmission System without such limitations. Furthermore, nothing in this section shall prevent the System Operator from considering an output higher than the limited output, if appropriate, when evaluating system protection impacts.

Glossary of Terms

10 kW Inverter Process – The procedure for evaluating an Interconnection Request for a certified inverter-based Small Generating Facility no larger than 10 kW that uses the section 2 screens. The application process uses an all-in-one document that includes a simplified Interconnection Request, simplified procedures, and a brief set of terms and conditions. See SGIP Attachment 5.

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

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

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

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

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

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

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

Business Day – Monday through Friday, excluding Federal Holidays.

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

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

Capacity Network Resource Capability (“CNR Capability”) – (i) In the case of a Generating Facility that is a New Generating Capacity Resource pursuant to Section III.13.1 of the Tariff or an Existing Generating Capacity Resource that is increasing its capability pursuant to Section III.13.1.2.2.5 of the Tariff, for Summer, the highest megawatt amount of the Capacity Supply Obligation obtained by the Generating Facility in accordance with Section III.13 of the Tariff, and, if applicable, as specified in a filing by the System Operator with the Commission in accordance with Section III.13.8.2 of the Tariff,

net of any megawatt reductions resulting from terminations, retirements or permanent de-list bids in accordance with Section III.13 of the Tariff, and, for Winter, the Summer CNR Capability multiplied by the ratio of the associated Winter Qualified Capacity divided by the associated Summer Qualified Capacity, or (ii) in the case of a Generating Facility that meets the criteria under Section 1.6.4.3 of this SGIP, the total megawatt amount determined pursuant to the hierarchy established in Section 1.6.4.3, net of any megawatt reductions resulting from terminations, retirements or permanent de-list bids in accordance with Section III.13 of the Tariff. The CNR Capability shall not exceed the maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter. Where the Generating Facility includes multiple production devices, the CNR Capability shall not exceed the aggregate maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter.

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

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

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

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

Cluster Interconnection Facilities Study (“CFAC”) shall mean an Interconnection Facilities Study performed using Clustering pursuant to Section 1.5.3.4.

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

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

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

Clustering shall mean the process whereby a group of Interconnection Requests is studied together for the purpose of conducting the Interconnection System Impact Study and Interconnection Facilities Study and for the purpose of determining cost responsibility for upgrades identified through the Clustering provisions.

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

Commercial Operation Date – For a unit, the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Standard Small Generator Interconnection Agreement.

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

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

Fast Track Process – The procedure for evaluating an Interconnection Request for a certified Small Generating Facility that meets the eligibility requirements of section 2.1 and includes the section 2 screens, customer options meeting, and optional supplemental review.

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

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

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

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

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

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

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

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

Interconnection Facilities Study – A study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for the Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Administered Transmission System. The scope of the study is defined in Section 3.5.2 of the Standard Small Generator Interconnection Procedures.

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

Interconnection Feasibility Study – A preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Administered Transmission System, the scope of which is described in Section 3.3 of the Standard Small Generator Interconnection Procedures. The

Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 3.3 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 3.3 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 3.3 and Section 3.4.

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

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

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

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

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

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

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

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

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

Network Resource Capability (“NR Capability”) – The maximum gross and net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. Where the Generating Facility includes multiple energy production devices, the NR Capability shall be the aggregate maximum gross and net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. The NR Capability shall be equal to or greater than the CNR Capability. In the case of a Generating Facility that meets the criteria under Section 1.6.4.4 of this SGIP, the NR Capability shall equal the total megawatt amount determined pursuant to Section 1.6.4.4.

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

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

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

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

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

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

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

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

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

Study 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.

**SMALL GENERATOR INTERCONNECTION REQUEST
(Application Form)**

An Interconnection Request is considered complete when it provides all applicable and correct information required below. Per SGIP Section 1.4, documentation of Site Control must be submitted with the Interconnection Request, except where the Interconnection Request is for a modification to the Interconnection Customer's existing Small Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the proposed modifications do not require additional real property.

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

Preamble and Instructions

An Interconnection Customer who requests a Federal Energy Regulatory Commission jurisdictional interconnection that is subject to this SGIP must submit this Interconnection Request to the System Operator via the Interconnection Request Tracking Tool or IRTT, a web-based application for submitting, tracking and viewing Interconnection Requests available on the ISO New England website.

Processing Fee or Deposit:

If the Interconnection Request is submitted under the Fast Track Process, the non-refundable processing fee is \$4.50/kW (minimum of \$300 and maximum of \$7,500). The kW are the maximum gross kW of the Small Generating Facility. The Fast Track Process is limited to a Small Generating Facility that meets the eligibility requirements of section 2.1 and certain codes, standards and certification requirements.

If the Interconnection Request is submitted under the Study Process, whether a new submission or an Interconnection Request that did not pass the Fast Track Process, the Interconnection Customer shall submit to the System Operator a non-refundable deposit of \$2,500 towards the cost of the scoping meeting, the development of the interconnection study agreements, interconnection studies, and

development of the SGIA. For Interconnection Requests that are identified for inclusion in a CRPS performed under Section 15 of Attachment K, Section II of the Tariff, the non-refundable deposit also shall be applied toward the costs incurred by the Interconnecting Transmission Owner in developing the cost estimates in support of the CRPS.

Interconnection Customer Information

Proposed Project Name: _____

Legal Name of the Interconnection Customer (or, if an individual, individual's name)

Name: _____

ISO Customer ID# (if available): _____

Contact Person: _____

Mailing Address: _____

City: _____ County: _____ State: _____ Zip: _____

Facility Location (if different from above): _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Alternative Contact Information (if different from the Interconnection Customer)

Contact Name: _____

Title: _____

Address: _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Application is for: _____ New Small Generating Facility
 _____ Capacity addition to or modification of an existing Small Generating Facility
 _____ Commencement of participation in the wholesale markets by an existing Small Generating Facility
 _____ A change from Network Resource Interconnection Service to Capacity Network Resource Interconnection Service

If capacity addition to or modification of an existing facility, please describe: _____

If the capacity addition increases the maximum gross megawatt electrical output at an ambient temperature of 20 degrees F of the Generating Facility to more than 20 MW, the Interconnection Customer shall apply under Schedule 22.

Will the Small Generating Facility be used for any of the following?

Net Metering? Yes ____ No ____

To Supply Power to the Interconnection Customer? Yes ____ No ____

To Supply Power to Others? Yes ____ No ____

Is the Interconnection Request for:

Service Type (check one):

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

_____Network Resource Interconnection Service (energy capability only)

A retail customer interconnecting a new Small Generating Facility that will produce electric energy to be consumed only on the retail customer's site? Yes_____No_____

A Qualifying Facility where 100% of the output will be sold to its host utility?

Yes_____No_____

An Interconnection Customer interconnecting a new Small Generating Facility that plans to participate in the wholesale markets? Yes_____No_____

An existing Small Generating Facility commencing participation in the wholesale markets?

Yes_____No_____

For installations at locations with existing electric service to which the proposed Small Generating Facility will interconnect, provide:

(Local Electric Service Provider)

(Existing Account Number)

Contact Name: _____

Title: _____

Address: _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Small Generating Facility Information

Interconnection Customer's Requested Initial Synchronization Date:

Interconnection Customer's Requested In-Service Date: _____

Interconnection Customer's Requested Commercial Operation Date: _____

Proposed Point of Interconnection: _____

Data apply only to the Small Generating Facility, not the Interconnection Facilities.

Energy Source: ☐ Solar ☐ Wind ☐ Hydro ☐ Hydro Type (e.g. Run-of-River): _____

☐ Diesel ☐ Natural Gas ☐ Fuel Oil ☐ Other (state type) _____

Prime Mover: ☐ Fuel Cell ☐ Recip Engine ☐ Gas Turb ☐ Steam Turb

☐ Microturbine ☐ PV ☐ Other

Type of Generator: ☐ Synchronous ☐ Induction ☐ Inverter

Generator Nameplate Rating: _____ kW (Typical) Generator Nameplate kVAR: _____

Interconnection Customer or Customer-Site Load: _____ kW (if none, so state)

Typical Reactive Load (if known): _____

Maximum Physical Export Capability Requested: _____ kW

Will the generator have energy storage capacity? Yes ☐ No ☐

If Yes, describe the energy storage device and specifications:

Provide the maximum output of each generator including each energy storage device: ____

Primary frequency response operating range for electric storage resources:

Minimum State of Charge: _____

Maximum State of Charge: _____

Generating Facility Capacity (MW):

	Maximum Net MW Electrical Output	Maximum Gross MW Electrical Output
At 90 degrees F or higher		
At 50 degrees F or higher		
At 20 degrees F or higher		
At zero degrees F or higher		

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Is the prime mover compatible with the certified protective relay package? ___Yes ___No

Generator (or solar collector)

Manufacturer, Model Name & Number: _____

Version Number: _____

Nameplate Output Power Rating in kW: (Summer) _____ (Winter) _____

Nameplate Output Power Rating in kVA: (Summer) _____ (Winter) _____

Individual Generator Power Factor

Rated Power Factor: Leading: _____ Lagging: _____

Total Number of Generators in wind farm to be interconnected pursuant to this

Interconnection Request: _____ Elevation: _____ ___Single phase ___Three phase

Inverter Manufacturer, Model Name & Number (if used): _____

List of adjustable set points for the protective equipment or software: _____

Model Requirements

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

A PSCAD model for all wind and inverter-based Small Generating Facilities must be supplied with this Interconnection Request. If a PSCAD model is deemed required for other Generating Facility types at the Scoping Meeting, such PSCAD model must be provided to the System Operator within ninety (90) Calendar Days of the executed Interconnection System Impact Study Agreement. A benchmarking analysis consistent with the requirements in the ISO New England Planning Procedures, confirming acceptable performance of the PSS/E model in comparison to the PSCAD model, shall be provided at the time the PSCAD model is submitted.

Small Generating Facility Characteristic Data (for inverter-based machines)

Max design fault contribution current: _____ Instantaneous ____ or RMS? _____

Harmonics Characteristics: _____

Start-up requirements: _____

Small Generating Facility Characteristic Data (for rotating machines)

RPM Frequency: _____

Neutral Grounding Resistor (If Applicable): _____

Synchronous Generators:

Generator AC resistance R_a : _____

Direct Axis Synchronous Reactance, X_d : _____ P.U.

Direct Axis Transient Reactance, X'_d : _____ P.U.

Direct Axis Subtransient Reactance, X''_d : _____ P.U.

Negative Sequence Reactance, X_2 : _____ P.U.

Zero Sequence Reactance, X_0 : _____ P.U.

KVA Base: _____

Field Volts: _____

Field Amperes: _____

Induction Generators:

Motoring Power (kW): _____

$I_2^2 t$ or K (Heating Time Constant): _____

Rotor Resistance, R_r : _____

Stator Resistance, R_s : _____

Stator Reactance, X_s : _____

Rotor Reactance, X_r : _____

Magnetizing Reactance, X_m : _____

Short Circuit Reactance, X_d'' : _____

Exciting Current: _____

Temperature Rise: _____

Frame Size: _____

Design Letter: _____

Reactive Power Required In Vars (No Load): _____

Reactive Power Required In Vars (Full Load): _____

Total Rotating Inertia, H: _____ Per Unit on kVA Base

Note: Please contact the System Operator prior to submitting the Interconnection Request to determine if the specified information above is required.

Excitation and Governor System Data for Synchronous Generators Only

Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

Interconnection Facilities Information

Will a transformer be used between the generator and the point of common coupling? ____ Yes ____ No

Will the transformer be provided by the Interconnection Customer? ____ Yes ____ No

Transformer Data (If Applicable, for Interconnection Customer-Owned Transformer):

Is the transformer: ____ single phase ____ three phase? Size: _____ kVA

Transformer Impedance: _____ % on _____ kVA Base

If Three Phase:

Transformer Primary: ____ Volts ____ Delta ____ Wye ____ Wye Grounded

Transformer Secondary: ____ Volts ____ Delta ____ Wye ____ Wye Grounded

Transformer Tertiary: ____ Volts ____ Delta ____ Wye ____ Wye Grounded

Transformer Fuse Data (If Applicable, for Interconnection Customer-Owned Fuse):

(Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time-Current Curves)

Manufacturer: _____ Type: _____ Size: _____ Speed: _____

Interconnecting Circuit Breaker (if applicable):

Manufacturer: _____ Type: _____

Load Rating (Amps): _____ Interrupting Rating (Amps): _____ Trip Speed (Cycles): _____

Interconnection Protective Relays (If Applicable):

If Microprocessor-Controlled:

List of Functions and Adjustable Setpoints for the protective equipment or software:

Setpoint Function	Minimum	Maximum
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

If Discrete Components:

(Enclose Copy of any Proposed Time-Overcurrent Coordination Curves)

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Current Transformer Data (If Applicable):

(Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves)

Manufacturer: _____

Type: _____ Accuracy Class: ____ Proposed Ratio Connection: ____

Manufacturer: _____

Type: _____ Accuracy Class: ____ Proposed Ratio Connection: ____

Potential Transformer Data (If Applicable):

Manufacturer: _____

Type: _____ Accuracy Class: ____ Proposed Ratio Connection: ____

Manufacturer: _____

Type: _____ Accuracy Class: ____ Proposed Ratio Connection: ____

General Information

Enclose two copies of site electrical one-line diagram showing the configuration of all Small Generating Facility equipment, current and potential circuits, and protection and control schemes. This one-line diagram must be signed and stamped by a licensed Professional Engineer if the Small Generating Facility is larger than 50 kW. Are two copies of One-Line Diagram Enclosed? ____Yes ____No

Enclose copy of any site documentation that indicates the precise physical location of the proposed Small Generating Facility (e.g., USGS topographic map or other diagram or documentation).

Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address) _____

Enclose copy of any site documentation that describes and details the operation of the protection and control schemes. Is Available Documentation Enclosed? ____Yes ____No

Enclose copies of schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable).

Are Schematic Drawings Enclosed? ____Yes ____No

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Interconnection Request is true and correct.

For Interconnection Customer: _____ Date: _____

In order for a Small Generator Interconnection Request to be considered a valid request, it must:

- (a) Be accompanied by the applicable deposit that is provided electronically and which shall be non-refundable;*
- (b) Include documentation of Site Control, if applicable;*
- (c) Include a detailed map, such as a map of the quality produced by the U.S. Geological Survey, which clearly indicates the site of the new facility and pertinent surrounding structures;*
- (d) Include two copies, signed and stamped by a licensed Professional Engineer, of the site electrical one-line diagram; and*
- (e) Include all information and data required on the Interconnection Request form and any attachments thereto.*

The Interconnection Request must be submitted to the System Operator via the Interconnection Request Tracking Tool or IRTT.

Attachment A to Interconnection Request Form

SUPPLEMENTARY WIND AND INVERTER-BASED GENERATING FACILITY DATA FORM

1. Attach a Geographic Map Demonstrating the Project Layout and its Interconnection to the Power Grid. (Specify the name of the attachment here)
2. Attach a Bus-Breaker Based One-line Diagram (The diagram should include each of the individual wind unit, generator number, rating and terminal voltage.) (Specify the name of the attachment here)

2.1 Collection system detail impedance sheet

If a collector system is used, attach a collector system data sheet in accordance with the one-line diagram attached above. The data sheet should include: the type, length Z_0 , Z_1 and X_c/B of each circuit (feeder and collector string).

Specify the name of the attachment here: _____

2.2 Collection system aggregate (equivalent) model data sheet

Attach an aggregate (equivalent) collection system data sheet. The data table should include: the type, length, Z_0 , Z_1 and X_c/B of the equivalent circuits (feeders and collector strings).

Specify the name of the attachment here: _____

3. Summary of the Unit Models in the wind or inverter-based generating facility *(List all different unit models in the facility)*

Manufacturer Model	Type of this WTG* (if applicable)	Generator Unit Numbers in the field	Number(s) of these Units	Maximum Output of this Unit (MW)	Total MW

- * Type 1 – Cage rotor induction generators
- Type 2 – Induction generators with variable rotor resistance
- Type 3 – Doubly-fed asynchronous generators with rotor-side converter
- Type 4 – Full-power converter interface

Repeat the following sections from 4 to 12 for each different unit model.

4. Unit Detail Information

Unit Manufacturer Model	
Terminal Voltage	
Rating of Each Unit (MVA)	
Maximum Gross Electrical Output (MW)	
Minimum Gross Electrical Output(MW)	
Lagging Reactive Power Limit at Rated Real Power Output (MVAR)	
Leading Reactive Power Limit at Rated Real Power Output (MVAR)	
Lagging Reactive Power Limit at Zero Real Power Output (MVAR)	
Leading Reactive Power Limit at Zero Real Power Output (MVAR)	
Station Service Load(MW, MVAR)	
Minimum short circuit ratio(SCR) requirement by manufacturer	
On which bus the minimum SCR is required by manufacturer	
What voltage level the minimum SCR is required by manufacturer	
Positive sequence Xsource	
Zero sequence Xsource	

5. Unit GSU – _____

Nameplate rating (MVA)	
Total number of the GSUs	
Voltages, generator side/system side	
Winding connections, low voltage/high voltage	
Available tap positions on high voltage side	
Available tap positions on low voltage side	
Will the GSU operate as an LTC?	
Desired voltage control range if LTC	
Tap adjustment time (Tap switching delay + switching time) if LTC	
Desired tap position if applicable	
Impedance, Z1, X/R ratio	
Impedance, Z0, X/R ratio	

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

Does each Unit have LVRT capability?

Yes__ No__

If yes, please provide:

6.1 Unit LVRT mode activation and release condition:

When operating at maximum real power, what is the Unit terminal voltage for LVRT mode activation? _____

When operating at maximum real power, what is the Unit terminal voltage for releasing LVRT mode after it is activated? _____

If there is different LVRT activation and release logic, please state here _____

6.2 A wind or inverter-based generating facility technical manual from the manufacturer including description of LVRT functionality:

Attach the file and specify the name of the attachment here:

6.3 Does the wind or inverter-based generating facility technical manual attached above include a reactive power capability curve?

Yes__ No__

If no, attach the file and specify the name of the attachment here:

7. Low Voltage Protection (considering LVRT functionality)

(Specify the Manufacturer Model of this Unit)

Low Voltage Setting (pu)	Relay Pickup Time (Seconds)

*Add more rows in the table as needed

8. High Voltage Protection - _____(Specify the Manufacturer Model of this Unit)

High Voltage Setting (pu)	Relay Pickup Time (Seconds)

*Add more rows in the table as needed

9. Low Frequency Protection - _____(Specify the Manufacturer Model of this Unit)

Low Frequency Setting (Hz)	Relay Pickup Time (Seconds)

*Add more rows in the table as needed

10. High Frequency Protection - _____(Specify the Manufacturer Model of this Unit)

High Frequency Setting (Hz)	Relay Pickup Time (Seconds)

*Add more rows in the table as needed

Please make sure the settings in sections 7 through 10 comply with NERC and NPCC standards for generator protection relays.

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

11.1 What are the options for the Unit reactive power control (check all available)?

- ____ Control the voltage at the Unit terminal
- ____ Control constant power factor at the Unit terminal
- ____ Control constant power factor at the low side of the station main transformer
- ____ Control constant power factor at the high side of the station main transformer
- ____ Control voltage at the low side of the station main transformer
- ____ Control voltage at the high side of the station main transformer
- ____ Other options. Please describe if select others

11.2 In all the control options selected above, please list the options in which the Unit is able to control its terminal voltage to prevent low/high voltage tripping.

11.3 What is the desired control mode from the selected options above? Specify the control plan in this mode. For example: control voltage at which bus to what schedule.

12. Wind or inverter-based generating facility Model

(All model files provided under this section 12 should be compatible with Siemens PTI's PSS/E version currently in use at ISO New England)

12.1 Power flow model

12.1.1 A *. RAW file including **aggregated/equivalent** wind or inverter-based generating facility power flow model with appropriate parameters and settings.

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

- 12.1.2 A *.RAW file including **detailed** wind or inverter-based generating facility power flow model with appropriate parameters and settings. *(Optional)*

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

- 12.2 Dynamic simulation model

(Please note that the dynamic model must match the aggregated/equivalent power flow model provided above. Attach the following information for each of the models.)

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

- 12.2.2 A compiled PSS/E dynamic model for the turbines (a *.LIB or *.OBJ file)

Attach the *.LIB or *.OBJ file and specify the name of the attachment here:

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

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

- 12.2.4 PSS/E wind or inverter-based generating facility model user manual for the WTG

Attach and specify the name of the attachment here:

Repeat the above sections from 6 to 12 for each different wind or inverter-based generating facility model.

13. Power Plant Controller

Will the wind or inverter-based generating facility be equipped with power plant controller, which has the ability to centrally control the output of the units?

Yes___ No___

If yes, please provide:

- 13.1 Manufacturer model of the power plant controller

- 13.2 What are the reactive power control strategy options of the power plant controller?

- 13.3 Which of the control option stated above is being used in current operation?

- 13.3 Is the power plant controller able to control the unit terminal voltages to prevent low/high voltage tripping?

Yes___ No___

Please provide the park controller technical manual from the manufacturer

Attach the file and specify the name of the attachment here:

14. Station Transformer

Transformer Name		
Nameplate ratings (MVA)		
Total number of the main transformer(s)		
Voltages, High/Low/Tertiary (kV)		
Winding connections, High/Low/Tertiary		
Available tap positions on high voltage side		
Available tap positions on low voltage side		
Will the transformer operate as a LTC?		
Desired voltage control range if LTC		
Tap adjustment time (Tap switching delay + switching time) if LTC		
Desired tap position if applicable		
Tap adjustment time (Tap switching delay + switching time)		
Impedance Z_1 , X/R ratio	Z_{1H-L}	X/R
	Z_{1H-T}	X/R
	Z_{1T-L}	X/R
Impedance Z_0 , X/R ratio	Z_{0H-L}	X/R
	Z_{0H-T}	X/R
	Z_{0T-L}	X/R

15. Dynamic Simulation Model for the Power Plant Controller(s) (if applicable)

(All model files provided under this section 15 should be compatible with Siemens PTI's PSS/E version currently in use at ISO New England)

15.1 A compiled PSS/E dynamic model for the power plant controller(s) (a *.LIB or *.OBJ file)

Attach the *.LIB or *.OBJ file and specify the name of the attachment here:

15.2 A dynamic data file with appropriate parameters and settings for the power plant controller(s) (typically a *.DYR file).

Please set the parameters in accordance with the currently used control mode.

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

- 15.3 PSS/E model user manual for the power plant controller(s)

Attach the manual and specify the name of the attachment or specify the name of the attachment here:_____

16. Capacitors and Reactors

Please provide necessary modeling data for all the capacitors and reactors belong to the facility, including: size, basic electrical parameters, connecting bus, switched or fixed, etc.

17. Dynamic Device(s)

(All model files provided under this section 17 should be compatible with Siemens PTI's PSS/E version currently in use at ISO New England)

- 17.1 Provide necessary modeling data file for all the dynamic devices belong to the facility.

Attach the *.LIB or *.OBJ file and specify the name of the attachment here:

- 17.2 A dynamic data file containing the parameters for the units (typically a *.DYZ file).

Set the parameters in accordance with the desired control mode.

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

18. Collection System/Transformer Tap-Setting Design

Attach a collection system/transformer tap-setting design calculations, consistent with the requirements in the ISO New England Planning Procedures, that identify the calculations to support the proposed tap settings for the unit step-up transformers and the station step-up transformers.

Attach the design document and specify the name of the attachment here:

19. Additional Information

Are there any special features available to be implemented to the wind or inverter-based generating facility? Such as weak grid interconnection solutions, etc.

Specify the available features here:

Insert the technical manual for each of the features listed above as objects (display as icons) or specify the name of the attachment here: _____

20. Provide PSCAD Model and Documentation for the wind or inverter-based generating facility, the Power Plant Controller(s) and Other Dynamic Devices for the wind or inverter-based generating facility.

ISO will determine how much PSCAD work is needed from the wind or inverter-based generating facility based on its interconnection system conditions.

CLUSTER SYSTEM IMPACT STUDY APPLICATION FORM

The undersigned Interconnection Customer submits this form to request the inclusion of the Interconnection Request for its Small Generating Facility in a Cluster Interconnection System Impact Study pursuant to Section 1.5.3.3.2.2 of this SGIP.

To be included in a Cluster Interconnection System Impact Study, the following must be submitted together with this form to the System Operator by the Cluster Entry Deadline:

1. Project Information:
 - a. Project Name: _____
 - b. Queue Position: _____
 - c. Is the Interconnection Request contractually associated with another Interconnection Request for an Elective Transmission Upgrade? Yes ____ No ____
If yes, identify Queue Position of the associated Interconnection Request and provide evidence of the contractual commitment. Queue Position No.: _____
2. Initial Cluster Participation Deposit as specified in Section 1.5.3.3.2.2.

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this form is true and accurate.

For Interconnection Customer: _____ Date: _____

Certification Codes and Standards

IEEE1547 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)

UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems

IEEE Std 929-2000 IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems

NFPA 70 (2002), National Electrical Code

IEEE Std C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems

IEEE Std C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers

IEEE Std C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers

IEEE Std C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors

IEEE Std C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits

IEEE Std C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits

ANSI C84.1-1995 Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)

IEEE Std 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms

NEMA MG 1-1998, Motors and Small Resources, Revision 3

IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems

NEMA MG 1-2003 (Rev 2004), Motors and Generators, Revision 1

Certification of Small Generator Equipment Packages

- 1.0 Small Generating Facility equipment proposed for use separately or packaged with other equipment in an interconnection system shall be considered certified for interconnected operation if (1) it has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards referenced below by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment pursuant to the relevant codes and standards listed in SGIP Attachment 3, (2) it has been labeled and is publicly listed by such NRTL at the time of the interconnection application, and (3) such NRTL makes readily available for verification all test standards and procedures it utilized in performing such equipment certification, and, with consumer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.
- 2.0 The Interconnection Customer must verify that the intended use of the equipment falls within the use or uses for which the equipment was tested, labeled, and listed by the NRTL.
- 3.0 Certified equipment shall not require further type-test review, testing, or additional equipment to meet the requirements of this interconnection procedure; however, nothing herein shall preclude the need for an on-site commissioning test by the parties to the interconnection nor follow-up production testing by the NRTL.
- 4.0 If the certified equipment package includes only interface components (switchgear, inverters, or other interface devices), then an Interconnection Customer must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and is consistent with the testing and listing specified for this type of interconnection equipment.
- 5.0 Provided the generator or electric source, when combined with the equipment package, is within the range of capabilities for which it was tested by the NRTL, and does not violate the interface

components' labeling and listing performed by the NRTL, no further design review, testing or additional equipment on the customer side of the point of common coupling shall be required to meet the requirements of this interconnection procedure.

6.0 An equipment package does not include equipment provided by the utility.

7.0 Any equipment package approved and listed in a state by that state's regulatory body for interconnected operation in that state prior to the effective date of these small generator interconnection procedures shall be considered certified under these procedures for use in that state.

10 kW Inverter Process

Solely applicable for Network Resource Interconnection Service

- 1.0 The Interconnection Customer ("Customer") completes the Interconnection Request ("Application") and submits it to the System Operator.
- 2.0 The System Operator acknowledges to the Customer receipt of the Application within three Business Days of receipt.
- 3.0 The System Operator in conjunction with the Interconnecting Transmission Owner evaluates the Application for completeness and notifies the Customer within ten Business Days of receipt that the Application is or is not complete and, if not, advises what material is missing.
- 4.0 The System Operator in conjunction with the Interconnecting Transmission Owner verifies that the Small Generating Facility can be interconnected safely and reliably using the screens contained in the Fast Track Process in the Small Generator Interconnection Procedures (SGIP). The System Operator has 15 Business Days to complete this process. Unless the System Operator in conjunction with the Interconnecting Transmission Owner determines and demonstrates that the Small Generating Facility cannot be interconnected safely and reliably, the System Operator approves the Application and returns it to the Customer. Note to Customer: Please check with the System Operator before submitting the Application if disconnection equipment is required.
- 5.0 After installation, the Customer returns the Certificate of Completion to the System Operator. Prior to parallel operation, the System Operator and Interconnecting Transmission Owner may inspect the Small Generating Facility for compliance with standards which may include a witness test, and may schedule appropriate metering replacement, if necessary.
- 6.0 The System Operator in conjunction with the Interconnecting Transmission Owner notifies the Customer in writing that interconnection of the Small Generating Facility is authorized. If the witness test is not satisfactory, the Interconnecting Transmission Owner has the right to disconnect the Small Generating Facility. The Customer has no right to operate in parallel until a witness test has been performed, or previously waived on the Application. The Interconnecting Transmission Owner is obligated to complete this witness test within ten Business Days of the receipt of the Certificate of Completion. If the Interconnecting Transmission Owner does not

inspect within ten Business Days or by mutual agreement of the Parties, the witness test is deemed waived.

- 7.0 Contact Information – The Customer must provide the contact information for the legal applicant (i.e., the Interconnection Customer). If another entity is responsible for interfacing with the System Operator and the Interconnecting Transmission Owner, that contact information must be provided on the Application.
- 8.0 Ownership Information – Enter the legal names of the owner(s) of the Small Generating Facility. Include the percentage ownership (if any) by any utility or public utility holding company, or by any entity owned by either.
- 9.0 UL1741 Listed – This standard ("Inverters, Converters, and Controllers for Use in Independent Power Systems") addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers submit their equipment to a Nationally Recognized Testing Laboratory (NRTL) that verifies compliance with UL1741. This "listing" is then marked on the equipment and supporting documentation.

Application for Interconnecting a Certified Inverter-Based Small Generating Facility No Larger than 10kW

This Application is considered complete when it provides all applicable and correct information required below. Per SGIP section 1.4, documentation of Site Control must be submitted with the Interconnection Request, except where the Interconnection Request is for a modification to the Interconnection Customer's existing Small Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property. Additional information to evaluate the Application may be required.

Processing Fee

A non-refundable processing fee of \$100 must accompany this Application.

Interconnection Customer

Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Contact (if different from Interconnection Customer)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Owner of the facility (include % ownership by any electric utility): _____

Small Generating Facility Information

Location (if different from above): _____

Electric Service Company: _____

Account Number: _____

Is the Interconnection Request for:

A retail customer interconnecting a new Small Generating Facility that will produce electric energy to be consumed only on the retail customer's site? Yes____No____

A Qualifying Facility where 100% of the output will be sold to its host utility?

Yes____No____

An Interconnection Customer interconnecting a new Small Generating Facility that plans to participate in the wholesale markets? Yes____No____

An existing Small Generating Facility commencing participation in the wholesale markets?

Yes____No____

Inverter Manufacturer:_____Model_____

Nameplate Rating: _____ (kW) _____ (kVA) _____ (AC Volts)

Single Phase _____ Three Phase_____

System Design Capacity: _____ (kW) _____ (kVA)

Prime Mover: Photovoltaic ☐ Reciprocating Engine ☐ Fuel Cell ☐

Turbine ☐ Other _____

Energy Source: Solar ☐ Wind ☐ Hydro ☐ Diesel ☐ Natural Gas ☐

Fuel Oil ☐ Other (describe) _____

Is the equipment UL1741 Listed? Yes____No ____

If Yes, attach manufacturer's cut-sheet showing UL1741 listing

Estimated Installation Date: _____ Estimated In-Service Date: _____

The 10 kW Inverter Process is available only for inverter-based Small Generating Facilities no larger than 10 kW that meet the codes, standards, and certification requirements of Attachments 3 and 4 of the Small Generator Interconnection Procedures (SGIP), or the Interconnecting Transmission Owner has reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Interconnection Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW and return the Certificate of Completion when the Small Generating Facility has been installed.

Signed: _____

Title: _____ Date: _____

**Contingent Approval to Interconnect the Small Generating Facility
(For Internal use only)**

Interconnection of the Small Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW and return of the Certificate of Completion.

Interconnecting Transmission Owner Signature: _____

Title: _____ Date: _____

Application ID number: _____

Interconnecting Transmission Owner waives inspection/witness test? Yes___No___

System Operator Signature: _____

Title: _____ Date: _____

Application ID number: _____

Small Generating Facility Certificate of Completion

Is the Small Generating Facility owner-installed? Yes _____ No _____

Interconnection Customer: _____

Contact Person: _____

Address: _____

Location of the Small Generating Facility (if different from above):

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Electrician:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

License number: _____

Date Approval to Install Facility granted by the Interconnecting Transmission Owner: _____

Application ID number: _____

Inspection:

The Small Generating Facility has been installed and inspected in compliance with the local building/electrical code of _____

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

Print Name: _____

Date: _____

As a condition of interconnection, you are required to send/fax a copy of this form along with a copy of the signed electrical permit to (insert System Operator and Interconnecting Transmission Owner information below):

Name: _____

System Operator: _____

Address: _____

City, State ZIP: _____

Fax: _____

Name: _____

Interconnecting Transmission Owner:

Address: _____

City, State ZIP: _____

Fax: _____

Approval to Energize the Small Generating Facility

(For Internal use only)

Energizing the Small Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW

Interconnecting Transmission Owner Signature: _____

Title: _____ Date: _____

System Operator Signature: _____

Title: _____ Date: _____

**Terms and Conditions for Interconnecting an Inverter-Based
Small Generating Facility No Larger than 10kW**

1.0 Construction of the Facility

The Interconnection Customer (the "Customer") may proceed to construct (including operational testing not to exceed two hours) the Small Generating Facility when the System Operator approves the Interconnection Request (the "Application") and returns it to the Customer.

2.0 Interconnection and Operation

The Customer may operate Small Generating Facility and interconnect with the Interconnecting Transmission Owner's (the "Company") electric system once all of the following have occurred:

2.1 Upon completing construction, the Customer will cause the Small Generating Facility to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction, and

2.2 The Customer returns the Certificate of Completion to the System Operator and the Company, and

2.3 The Company has either:

2.3.1 Completed its inspection of the Small Generating Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable codes. All inspections must be conducted by the Company, at its own expense, within ten Business Days after receipt of the Certificate of Completion and shall take place at a time agreeable to the Parties. The Company shall provide a written statement that the Small Generating Facility has passed inspection or shall notify the Customer of what steps it must take to pass inspection as soon as practicable after the inspection takes place; or

2.3.2 If the Company does not schedule an inspection of the Small Generating Facility within ten business days after receiving the Certificate of Completion, the witness test is deemed waived (unless the Parties agree otherwise); or

2.3.3 The Company waives the right to inspect the Small Generating Facility.

2.4 The Company has the right to disconnect the Small Generating Facility in the event of improper installation or failure to return the Certificate of Completion.

2.5 Revenue quality metering equipment must be installed and tested in accordance with applicable ANSI standards.

3.0 **Safe Operations and Maintenance**

The Customer shall be fully responsible to operate, maintain, and repair the Small Generating Facility as required to ensure that it complies at all times with the interconnection standards to which it has been certified.

4.0 **Access**

The Company shall have access to the disconnect switch (if the disconnect switch is required) and metering equipment of the Small Generating Facility at all times. The Company shall provide reasonable notice to the Customer when possible prior to using its right of access.

5.0 **Disconnection**

The Company may temporarily disconnect the Small Generating Facility upon the following conditions:

5.1 For scheduled outages upon reasonable notice.

5.2 For unscheduled outages or emergency conditions.

5.3 If the Small Generating Facility does not operate in the manner consistent with these Terms and Conditions.

5.4 The Company shall inform the Customer in advance of any scheduled disconnection, or as is reasonable after an unscheduled disconnection.

6.0 **Indemnification**

The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.0 **Insurance**

The Parties agree to follow all applicable insurance requirements imposed by the state in which the Point of Interconnection is located. All insurance policies must be maintained with insurers authorized to do business in that state.

8.0 **Limitation of Liability**

Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever, except as allowed under paragraph 6.0.

9.0 **Termination**

The agreement to operate in parallel may be terminated under the following conditions:

9.1 By the Customer

9.2 By providing written notice to the Company and the System Operator.

9.3 By the Company or the System Operator

9.4 If the Small Generating Facility fails to operate for any consecutive 12 month period or the Customer fails to remedy a violation of these Terms and Conditions.

10.0 **Permanent Disconnection**

In the event this Agreement is terminated, the Company shall have the right to disconnect its facilities or direct the Customer to disconnect its Small Generating Facility.

11.0 **Survival Rights**

This Agreement shall continue in effect after termination to the extent necessary to allow or require any Party to fulfill rights or obligations that arose under the Agreement.

12. **Assignment/Transfer of Ownership of the Facility**

This Agreement shall survive the transfer of ownership of the Small Generating Facility to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies the System Operator and the Company.

Interconnection Feasibility Study Agreement

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

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by Interconnection Customer on _____; and

WHEREAS, Interconnection Customer desires to interconnect the Small Generating Facility with the Administered Transmission System; and

WHEREAS, Interconnection Customer has requested the System Operator and Interconnecting Transmission Owner to perform an Interconnection Feasibility Study to assess the feasibility of interconnecting the proposed Small Generating Facility with the facilities that are part of the Interconnecting Transmission Owner's Administered Transmission System, and of any Affected Systems.

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

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

- 2.0 The Interconnection Customer elects and the System Operator and Interconnecting Transmission Owner shall cause to be performed an Interconnection Feasibility Study consistent the standard Small Generator Interconnection Procedures in accordance with the Open Access Transmission Tariff.
- 3.0 The scope of the Interconnection Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Interconnection Feasibility Study shall be based on the technical information provided by the Interconnection Customer in the Interconnection Request, as may be modified as the result of the scoping meeting. The System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Feasibility Study and as designated in accordance with the standard Small Generator Interconnection Procedures. If the Interconnection Customer modifies its Interconnection Request, the time to complete the Interconnection Feasibility Study may be extended by agreement of the Parties.
- 5.0 In performing the study, the System Operator and Interconnecting Transmission Owner shall rely, to the extent reasonably practicable, on existing studies of recent vintage. The Interconnection Customer shall not be charged for such existing studies; however, the Interconnection Customer shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the Interconnection Feasibility Study.
- 6.0 The Interconnection Feasibility Study report shall provide the following analyses depending on whether the Feasibility Study consisted of: (a) a power flow, including thermal analysis and voltage analysis, and short circulated analysis, or (b) limited thermal analysis, voltage analysis, short circuit analysis, stability analysis, and electromagnetic transient analysis, as appropriate, focusing on the issues that are expected to be the most significant for the interconnection of the Small Generating Facility as proposed given recent study experience and as discussed at the Scoping Meeting:
 - 6.1 Initial identification of any circuit breaker or other facility short circuit capability limits exceeded as a result of the interconnection, or, findings of the limited thermal analysis, voltage analysis, short circuit analysis, stability analysis, and electromagnetic transient analysis, as appropriate, focusing on the issues that are expected to be the most

significant for the proposed Small Generating Facility's interconnection given recent study experience and as discussed at the Scoping Meeting;

- 6.2 Initial identification of any thermal overload or voltage limit violations resulting from the interconnection, as appropriate, focusing on the issues that are expected to be the most significant for the proposed Small Generating Facility's interconnection given recent study experience and as discussed at the Scoping Meeting;
 - 6.3 Preliminary description of and a non-binding good faith order of magnitude estimated cost of (unless such cost estimate is waived by the Interconnection Customer) and the time to construct the Interconnection Facilities and Network Upgrades necessary to interconnect the Small Generating Facility as identified within the scope of the analysis performed as part of the study;
 - 6.4 If the Feasibility Study consisted of a power flow, including thermal analysis and voltage analysis, and short circuit analysis, initial review of grounding requirements and electric system protection;
 - 6.5 If the Feasibility Study consisted of a power flow, including thermal analysis and voltage analysis, and short circuit analysis, description and non-binding estimated cost of facilities required to interconnect the proposed Small Generating Facility and to address the identified short circuit and power flow issues and length of time that would be necessary to construct the facilities; and
 - 6.6 To the extent the Interconnection Customer requested a preliminary analysis as described in Section 3.3.2 of the SGIP, the report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.
- 7.0 The Interconnection Feasibility Study shall model the impact of the Small Generating Facility regardless of purpose in order to avoid the further expense and interruption of operation for reexamination of feasibility and impacts if the Interconnection Customer later changes the purpose for which the Small Generating Facility is being installed.
 - 8.0 The study shall include the feasibility of any interconnection at a proposed project site where there could be multiple potential Points of Interconnection, as requested by the Interconnection Customer and at the Interconnection Customer's cost.

- 9.0 A deposit, paid to the System Operator, of the lesser of 50 percent of good faith estimated Interconnection Feasibility Study costs or earnest money of \$1,000 shall be required from the Interconnection Customer.
- 10.0 Once the Interconnection Feasibility Study is completed, an Interconnection Feasibility Study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the Interconnection Feasibility Study must be completed and the Interconnection Feasibility Study report transmitted within 30 Business Days of the Interconnection Customer's agreement to conduct an Interconnection Feasibility Study.
- 11.0 The total estimated cost of the performance of the Interconnection Feasibility Study consists of \$ [insert], which is comprised of the System Operator's cost of \$[insert] and the Interconnecting Transmission Owner's cost of \$[insert]. The Interconnection Customer may be invoiced on a monthly basis for work to be conducted. 12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the System Operator shall refund such excess within 30 calendar days of the invoice without interest.
- 12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the System Operator shall refund such excess within 30 calendar days of the invoice without interest
- 13.0 Miscellaneous.
- 13.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.
- 13.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Feasibility Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or

participating in the Interconnection Feasibility Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Feasibility Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Feasibility Study, the content of the Interconnection Feasibility Study, or the conclusions of the Interconnection Feasibility Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

13.3 Force Majeure, Liability and Indemnification.

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

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

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

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

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

- 13.4 Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns. Notwithstanding the foregoing, and without limitation of Sections 13.2 and 13.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Feasibility Study shall not be deemed third party beneficiaries of Sections 13.2 and 13.3.
- 13.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 13.5, shall continue in effect for a term of one year or until the Interconnection Feasibility Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 1.8 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 13.6 Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of _____ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

- 13.7 Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority: (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of this Agreement shall remain in full force and effect.
- 13.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 13.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 13.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 13.11 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 13.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect. Any waiver at any time by any Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the System Operator and the Interconnecting Transmission Owner. Any waiver of this Agreement shall, if requested, be provided in writing.
- 13.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each

and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

- 13.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.
- 13.15 Subcontractors. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.
- 13.15.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the System Operator or Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 13.15.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.
- 13.16 Reservation of Rights. Subject to the TOA, the System Operator and the Interconnecting Transmission Owner shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations

thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement under any applicable provision of the Federal Power Act and the Commission's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of the Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of System Operator]

[Insert name of Interconnection Customer]

Signed_____

Name (Printed):

Title_____

Signed_____

Name (Printed):

Title_____

[Insert name of Interconnecting Transmission Owner]

Signed_____

Name (Printed):

Title_____

**Attachment A to
Interconnection Feasibility Study Agreement**

Assumptions Used in Conducting the Interconnection Feasibility Study

The Interconnection Feasibility Study will be based upon the information set forth in the Interconnection Request and agreed upon in the scoping meeting held on _____:

- 1) Designation of Point of Interconnection and configuration to be studied.

- 2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer, System Operator and Interconnecting Transmission Owner.

Interconnection System Impact Study Agreement

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

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Small Generating Facility or
generating capacity addition to an existing Small Generating Facility consistent with the Interconnection
Request completed by the Interconnection Customer on _____; and

WHEREAS, the Interconnection Customer desires to interconnect the Small Generating Facility with the
Administered Transmission System;

WHEREAS, the System Operator and Interconnecting Transmission Owner have completed an
Interconnection Feasibility Study and provided the results of said study to the Interconnection Customer
(This recital to be omitted if the Parties have agreed to forego the Interconnection Feasibility Study.); and

WHEREAS, the Interconnection Customer has requested the System Operator and Interconnecting
Transmission Owner to perform an Interconnection System Impact Study(s) to assess the impact of
interconnecting the Small Generating Facility with the facilities that are part of the Interconnecting
Transmission Owner's Administered Transmission System, and of any Affected Systems.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the

Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Small Generator Interconnection Procedures.
- 2.0 The Interconnection Customer elects and the System Operator and Interconnecting Transmission Owner shall cause to be performed an Interconnection System Impact Study(s) consistent with the standard Small Generator Interconnection Procedures in accordance with the Open Access Transmission Tariff.
- 3.0 The scope of an Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 An Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study and the technical information provided by Interconnection Customer in the Interconnection Request. The System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection System Impact Study. If the Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.
- 5.0 An Interconnection System Impact Study shall consist of a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, protection and set point coordination studies, and grounding reviews, as necessary. An Interconnection System Impact Study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. An Interconnection System Impact Study shall provide a list of facilities that are required as a result of the Interconnection Request and non-binding good faith estimates of cost responsibility and time to construct.

- 6.0 A distribution Interconnection System Impact Study shall incorporate a distribution load flow study, an analysis of equipment interrupting ratings, protection coordination study, voltage drop and flicker studies, protection and set point coordination studies, grounding reviews, and the impact on electric system operation, as necessary.
- 7.0 Affected Systems may participate in the preparation of an Interconnection System Impact Study, with a division of costs among such entities as they may agree. All Affected Systems shall be afforded an opportunity to review and comment upon an Interconnection System Impact Study that covers potential adverse system impacts on their electric systems, and the System Operator and Interconnecting Transmission Owner have 20 additional Business Days to complete an Interconnection System Impact Study requiring review by Affected Systems.
- 8.0 If the System Operator uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required Network Upgrades, the Interconnection System Impact Study shall consider all generating facilities (and with respect to paragraph 8.3 below, any identified Upgrades associated with such higher queued interconnection) that, on the date the Interconnection System Impact Study is commenced.
- 8.1 Are directly interconnected with the Administered Transmission System; or
- 8.2 Are interconnected with Affected Systems and may have an impact on the proposed interconnection; and
- 8.3 Have a pending higher queued Interconnection Request to interconnect with the Administered Transmission System.
- 9.0 A distribution Interconnection System Impact Study, if required, shall be completed and the results transmitted to the Interconnection Customer within 30 Business Days after this Agreement is signed by the Parties. A transmission Interconnection System Impact Study, if required, shall be completed and the results transmitted to the Interconnection Customer within 45 Business Days after this Agreement is signed by the Parties.
- 10.0 A deposit of the equivalent of the good faith estimated cost of a distribution Interconnection System Impact Study shall be paid to the System Operator by the Interconnection Customer; and

the one half the good faith estimated cost of a transmission Interconnection System Impact Study shall be paid to the System Operator by the Interconnection Customer.

11.0 The total estimated cost of the performance of the Interconnection System Impact Study consists of \$[insert], which is comprised of the System Operator's cost of \$[insert] and the Interconnecting Transmission Owner's cost of \$[insert]. The Interconnection Customer may be invoiced on a monthly basis for work to be conducted.

12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the System Operator or Interconnecting Transmission Owner, as applicable, shall refund such excess within 30 calendar days of the invoice without interest.

13.0 Miscellaneous.

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

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

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

13.3 Force Majeure, Liability and Indemnification.

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

13.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the

Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

- 13.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement ("TOA") or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 13.4 Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns. Notwithstanding the foregoing, and without limitation of Sections 13.2 and 13.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection System Impact Study shall not be deemed third party beneficiaries of Sections 13.2 and 13.3.
- 13.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 13.5, shall continue in effect for a term of one year or until the Interconnection System Impact Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 1.8 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 13.6 Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of _____ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.
- 13.7 Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority: (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of this Agreement shall remain in full force and effect.
- 13.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

- 13.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 13.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 13.11 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 13.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect. Any waiver at any time by any Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the System Operator and the Interconnecting Transmission Owner. Any waiver of this Agreement shall, if requested, be provided in writing.
- 13.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 13.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a

third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

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

13.15.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the System Operator or Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

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

- 13.16 Reservation of Rights. Subject to the TO Agreement, the System Operator and the Interconnecting Transmission Owner shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement under any applicable provision of the Federal Power Act and the Commission's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of the Commission under sections 205 or 206 of the Federal Power Act and the

Commission's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of System Operator] [Insert name of Interconnection Customer]

Signed _____

Name (Printed):

Title _____

Signed _____

Name (Printed):

Title _____

[Insert name of Interconnecting Transmission Owner]

Signed _____

Name (Printed):

Title _____

**Attachment A to System
Impact Study Agreement**

Assumptions Used in Conducting the System Impact Study

The Interconnection System Impact Study shall be based upon the results of the Interconnection Feasibility Study, subject to any modifications in accordance with the standard Small Generator Interconnection Procedures, and the following assumptions:

- 1) Designation of Point of Interconnection and configuration to be studied.

- 2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer, System Operator and Interconnecting Transmission Owner.

Interconnection Facilities Study Agreement

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

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Small Generating Facility or
generating capacity addition to an existing Small Generating Facility consistent with the Interconnection
Request completed by the Interconnection Customer on _____; and

WHEREAS, the Interconnection Customer desires to interconnect the Small Generating Facility with the
Administered Transmission System;

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

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

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Small Generator Interconnection Procedures, or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).
- 2.0 The Interconnection Customer elects and the System Operator and Interconnecting Transmission Owner shall cause an Interconnection Facilities Study consistent with the standard Small Generator Interconnection Procedures to be performed in accordance with the Open Access Transmission Tariff.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to data provided in Attachment A to this Agreement.
- 4.0 The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the Interconnection System Impact Study(s). The Interconnection Facilities Study shall also identify (1) the electrical switching configuration of the equipment, including, without limitation, transformer, switchgear, meters, and other station equipment, (2) the nature and estimated cost of the Interconnecting Transmission Owner’s Interconnection Facilities and Upgrades necessary to accomplish the interconnection, and (3) an estimate of the time required to complete the construction and installation of such facilities.
- 5.0 The System Operator and Interconnecting Transmission Owner may propose to group facilities required for more than one Interconnection Customer in order to minimize facilities costs through economies of scale, but any Interconnection Customer may require the installation of facilities required for its own Small Generating Facility if it is willing to pay the costs of those facilities.
- 6.0 A deposit, paid to the System Operator, of the good faith estimated Interconnection Facilities Study costs shall be required from the Interconnection Customer.
- 7.0 In cases where Upgrades are required, the Interconnection Facilities Study must be completed within 45 Business Days of the receipt of this Agreement. In cases where no Upgrades are necessary, and the required facilities are limited to Interconnection Facilities, the Interconnection Facilities Study must be completed within 30 Business Days.

- 8.0 Once the Interconnection Facilities Study is completed, an Interconnection Facilities Study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the Interconnection Facilities Study must be completed and the Interconnection Facilities Study report transmitted within 30 Business Days of the Interconnection Customer's agreement to conduct an Interconnection Facilities Study.
- 9.0 The total estimated cost of the performance of the Interconnection Facility Study consists of \$ [insert], which is comprised of the System Operator's cost of \$[insert] and the Interconnecting Transmission Owner's cost of \$[insert]. The Interconnection Customer may be invoiced on a monthly basis for work to be conducted.
- 10.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the System Operator or Interconnecting Transmission Owner, as applicable, shall refund such excess within 30 calendar days of the invoice without interest.
- 11.0 Miscellaneous.
- 11.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.
- 11.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Facilities Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Facilities Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Facilities Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or

otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Facilities Study, the content of the Interconnection Facilities Study, or the conclusions of the Interconnection Facilities Study.

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

11.2 Force Majeure, Liability and Indemnification.

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

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

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

- 11.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The

liability provisions of the Transmission Operating Agreement (“TOA”) or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 11.4 Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns. Notwithstanding the foregoing, and without limitation of Sections 11.2 and 11.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Facilities Study shall not be deemed third party beneficiaries of Sections 11.2 and 11.3.
- 11.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 11.5, shall continue in effect for a term of one year or until the Interconnection Facilities Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 1.8 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 11.6 Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of _____ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.
- 11.7 Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority: (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore

insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of this Agreement shall remain in full force and effect.

- 11.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 11.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 11.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 11.11 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 11.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect. Any waiver at any time by any Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the System Operator and the Interconnecting Transmission Owner. Any waiver of this Agreement shall, if requested, be provided in writing.
- 11.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

- 11.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.
- 11.15 Subcontractors. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.
- 11.15.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the System Operator or Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 11.15.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.
- 11.16 Reservation of Rights. Subject to the TOA, the System Operator and the Interconnecting Transmission Owner shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement under any applicable provision of the Federal Power Act and the Commission's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate

fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of the Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of System Operator] [Insert name of Interconnection Customer]

_____	_____
Signed_____	Signed_____
Name (Printed):	Name (Printed):
_____	_____
Title_____	Title_____

[Insert name of Interconnecting Transmission Owner]

Signed_____

Name (Printed):

Title_____

**Attachment A to
Interconnection Facilities Study Agreement**

**Data to Be Provided by the Interconnection Customer
with the Interconnection Facilities Study Agreement**

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

On the one-line diagram, indicate the generation capacity attached at each metering location.
(Maximum load on Current Transformer/Power Transformer ("CT/PT"))

On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT)
Amps

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

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes ____ No ____

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes ____ No ____

(Please indicate on the one-line diagram).

What type of control system or Power Line Carrier ("PLC") will be located at the Small Generating Facility?

What protocol does the control system or PLC use?

Please provide a 7.5-minute quadrangle map of the site. Indicate the plant, station, transmission line, and property lines.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

Line length from interconnection station to Administered Transmission System.

Tower number observed in the field. (Painted on tower leg)*:

Number of third party easements required for transmission lines*:

* To be completed in coordination with Transmission Provider.

Is the Small Generating Facility located in Transmission Provider's service area?

Yes _____ No _____ If No, please provide name of local provider:

Please provide the following proposed schedule dates:

Begin Construction Date: _____

Generator step-up transformers Date: _____
receive back feed power

Generation Testing Date: _____

Commercial Operation Date: _____

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

TABLE OF CONTENTS

Article. 1. Scope and Limitations of Agreement

- 1.1 Applicability
- 1.2 Purpose
- 1.3 No Agreement to Purchase or Deliver Power
- 1.4 Limitations
- 1.5 Responsibilities of the Parties
- 1.6 Parallel Operation Obligations
- 1.7 Metering
- 1.8 Reactive Power and Primary Frequency Response
- 1.9 Capitalized Term
- 1.10 Scope of Service

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

- 2.1 Equipment Testing and Inspection
- 2.2 Authorization Required Prior to Parallel Operation
- 2.3 Right of Access

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

- 3.1 Effective Date
- 3.2 Term of Agreement
- 3.3 Termination
- 3.4 Temporary Disconnection
 - 3.4.1 Emergency Conditions
 - 3.4.2 Routine Maintenance, Construction, and Repair
 - 3.4.3 Forced Outages
 - 3.4.4 Adverse Operating Effects
 - 3.4.5 Modification of the Small Generating Facility
 - 3.4.6 Reconnection

Article. 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

- 4.1 Interconnection Facilities
- 4.2 Distribution Upgrades

Article. 5. Cost Responsibility for Network Upgrades

- 5.1 Applicability
- 5.2 Network Upgrades

- 5.3 Special Provisions for Affected Systems
- 5.4 Rights Under Other Agreements

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

- 6.1 Billing and Payment Procedures and Final Accounting
- 6.2 Milestones
- 6.3 Financial Security Arrangements

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

- 7.1 Assignment
- 7.2 Limitation of Liability
- 7.3 Indemnity
- 7.4 Consequential Damages
- 7.5 Force Majeure
- 7.6 Default

Article. 8. Insurance Requirements

- 8.1 General Liability
- 8.2 Insurer Requirements and Endorsements
- 8.3 Evidence of Insurance
- 8.4 Self Insurance
- 8.5 Interconnecting Transmission Owner Insurance

Article. 9. Confidentiality

Article. 10. Disputes

Article. 11. Taxes

Article. 12. Miscellaneous

- 12.1 Governing Law, Regulatory Authority, and Rules
- 12.2 Amendment
- 12.3 No Third-Party Beneficiaries
- 12.4 Waiver
- 12.5 Entire Agreement
- 12.6 Multiple Counterparts
- 12.7 No Partnership
- 12.8 Severability
- 12.9 Security Arrangements
- 12.10 Environmental Releases
- 12.11 Subcontractors

12.12 Reservation of Rights

Article. 13. Notices

13.1 General

13.2 Billing and Payment

13.3 Alternative Forms of Notice

13.4 Designated Operating Representative

13.5 Changes to the Notice Information

Article. 14. Signatures

Attachments to SGIA

Attachment 1 – Glossary of Terms

Attachment 2 – Description and Costs of the Small Generating Facility, Interconnection Facilities, and
Metering Equipment

Attachment 3 – One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities,
Metering Equipment, and Upgrades

Attachment 4 – Milestones

Attachment 5 – Additional Operating Requirements for the New England Transmission System and
Affected Systems Needed to Support the Interconnection Customer's Needs

Attachment 6 – Interconnecting Transmission Owner's Description of its Upgrades and Best Estimate of
Upgrade Costs

Attachment 7 – Commercial Operation Date

THIS STANDARD SMALL GENERATOR INTERCONNECTION AGREEMENT ("Agreement")

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

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

Article 1. Scope and Limitations of Agreement

1.1 Applicability:

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

1.2 Purpose

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

1.3 No Agreement to Purchase or Deliver Power

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

1.4 Limitations

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

1.5 Responsibilities of the Parties

- 1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.
- 1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Small Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.
- 1.5.3 The Interconnecting Transmission Owner shall construct, operate, and maintain its transmission facilities and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.
- 1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Small Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Interconnecting Transmission Owner, the New England Transmission System and any Affected Systems.
- 1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Interconnecting Transmission Owner and the Interconnection Customer, as appropriate, shall provide Interconnection

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

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

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

1.6 Parallel Operation Obligations

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)

☒ CNR for CNR Interconnection Service (NR Capability and CNR Capability)

1.10.1.1 Capacity Network Resource Interconnection Service (CNR Interconnection Service)

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

1.10.1.2 Network Resource Interconnection Service (NR Interconnection Service).

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

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

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

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

- 1.10.1.5 No Transmission Service Delivery. The execution of this SGIA does not constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service, or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.
- 1.10.1.6 Transmission Delivery Service Implications. CNR Interconnection Service and NR Interconnection Service allow the Interconnection Customer's Small Generating Facility to be designated by any Network Customer under the Tariff on the New England Transmission System as a Capacity Network Resource or Network Resource, up to the net CNR Capability or NR Capability, respectively, on the same basis as all other existing Capacity Network Resources and Network Resources interconnected to the New England Transmission System, and to be studied as a Capacity Network Resource or a Network Resource on the assumption that such a designation will occur. Although CNR Interconnection Service and NR Interconnection Service do not convey a reservation of transmission service, any Network Customer can utilize its network service under the Tariff to obtain delivery of capability from the Interconnection Customer's Small Generating Facility in the same manner as it accesses Capacity Network Resources and Network Resources. A Small Generating Facility receiving CNR Interconnection Service or NR Interconnection Service may also be used to provide Ancillary Services, in accordance with the Tariff and Market Rule 1, after technical studies and/or periodic analyses are performed with respect to the Small Generating Facility's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Capacity Network Resource or Network Resource. However, if an Interconnection Customer's Small Generating Facility has not been designated as a Capacity Network Resource or as a Network Resource by any load, it cannot be required to provide Ancillary Services except to the

extent such requirements extend to all Generating Facilities that are similarly situated.

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

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

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

transmission service for deliveries from the Small Generating Facility outside the New England Transmission System, or if the unit has been deemed to be retired, such request may require additional studies and upgrades in order for Interconnecting Transmission Owner to grant such request.

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

2.1 Equipment Testing and Inspection

- 2.1.1. The Interconnection Customer shall test and inspect its Small Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the System Operator and the Interconnecting Transmission Owner of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Interconnecting Transmission Owner may, at its own expense, send qualified personnel to the Small Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Interconnecting Transmission Owner a written test report when such testing and inspection is completed.
- 2.1.2 The Interconnecting Transmission Owner shall provide the Interconnection Customer and the System Operator written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Interconnecting Transmission Owner of the safety, durability, suitability, or reliability of the Small Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Small Generating Facility.

2.2 Authorization Required Prior to Parallel Operation

- 2.2.1 The Interconnecting Transmission Owner [and System Operator] shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Interconnecting Transmission Owner shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Interconnecting Transmission

Owner shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

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

2.3 Right of Access

- 2.3.1 Upon reasonable notice, the Interconnecting Transmission Owner may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Small Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Small Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Interconnecting Transmission Owner at least five Business Days prior to conducting any on-site verification testing of the Small Generating Facility.
- 2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Interconnecting Transmission Owner shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

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

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

3.1 Effective Date

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

3.2 Term of Agreement

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

3.3 Termination

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

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

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

3.3.3 Upon termination of this Agreement, the Small Generating Facility will be disconnected from the Interconnecting Transmission Owner's Interconnection Facilities. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this SGIA or such non-terminating Party otherwise is responsible for these costs under this SGIA.

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

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

3.4 Temporary Disconnection

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

3.4.1 Emergency Conditions

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

operation of the Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Routine Maintenance, Construction, and Repair

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

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

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

3.4.3 Forced Outages

During any forced outage, the Interconnecting Transmission Owner [and the System Operator] may suspend interconnection service to effect immediate repairs on the New

England Transmission System. The Interconnecting Transmission Owner shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Interconnecting Transmission Owner shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 Adverse Operating Effects

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

3.4.5 Modification of the Small Generating Facility

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

3.4.6 Reconnection

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

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

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

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

4.2 Distribution Upgrades

The Interconnecting Transmission Owner shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Interconnecting Transmission Owner and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer. The Interconnection Customer shall be responsible for its share of all reasonable expenses, associated with operating, maintaining, repairing, and replacing such

Distribution Upgrades, except to the extent that a retail tariff of, or an agreement with, the Interconnecting Transmission Owner or its distribution company affiliate, if appropriate, provides otherwise.

Article 5. Cost Responsibility for Network Upgrades

5.1 Applicability

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

5.2 Network Upgrades

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

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

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

5.3 Special Provisions for Affected Systems

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

5.4 Rights Under Other Agreements

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

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

6.1 Billing and Payment Procedures and Final Accounting

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

6.1.2 Within three months of completing the construction and installation of the Interconnecting Transmission Owner's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Transmission Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Interconnecting Transmission Owner for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Interconnecting Transmission Owner shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Interconnecting Transmission Owner within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Interconnecting Transmission Owner shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

6.2 Milestones

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

6.3 Financial Security Arrangements

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

- 6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Interconnecting Transmission Owner, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.
- 6.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Interconnecting Transmission Owner and must specify a reasonable expiration date.

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

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

7.1 Assignment

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

- 7.1.1 The Parties may assign this Agreement without the consent of the other Parties to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the other Parties of any such assignment.
- 7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Interconnecting Transmission Owner or the System Operator, for collateral security purposes to aid in providing financing for the Small Generating Facility, provided that the Interconnection Customer will promptly notify the Interconnecting Transmission Owner and the System Operator of any such assignment.
- 7.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2 Limitation of Liability

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

7.3 Indemnity

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

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

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

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

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

7.4 Consequential Damages

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

7.5 Force Majeure

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

7.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party(ies), either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party(ies) informed on a continuing basis of

developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6 Default

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

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

Article 8. Insurance Requirements

8.1 General Liability

The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all

reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in the State where the interconnection is located. Certification that such insurance is in effect shall be provided upon request of the Interconnecting Transmission Owner, except that the Interconnection Customer shall show proof of insurance to the Interconnecting Transmission Owner no later than ten Business Days prior to the anticipated commercial operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

8.2 Insurer Requirements and Endorsements

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

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

8.3 Evidence of Insurance

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

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

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

8.4 Self Insurance

If Interconnection Customer is a company with a self-insurance program established in accordance with commercially acceptable risk management practices, Interconnection Customer may comply with the following in lieu of the above requirements as reasonably approved by the Interconnecting Transmission Owner and the System Operator:

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

8.5 Interconnecting Transmission Owner Insurance

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

Article 9. Confidentiality

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

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

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

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

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

Article 10. Disputes

- 10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.
- 10.2 In the event of a dispute, a Party shall provide the other Party(ies) with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.
- 10.3 If the dispute has not been resolved within two Business Days after receipt of the Notice, any Party may contact the Commission's Dispute Resolution Service (DRS) for assistance in resolving the dispute.
- 10.4 The DRS will assist the Parties in either resolving their dispute or in selecting an appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral evaluation, or technical expert) to assist the Parties in resolving their dispute. DRS can be reached at 1-877-337-2237 or via the internet at <http://www.ferc.gov/legal/adr.asp>.

- 10.5 Each Party agrees to conduct all negotiations in good faith and will be responsible for its pro-rata share of any costs paid to neutral third-parties.
- 10.6 If no Party elects to seek assistance from the DRS, or if the attempted dispute resolution fails, then each Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

Article 11. Taxes

- 11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with Commission policy and Internal Revenue Service requirements.
- 11.2 Each Party shall cooperate with the other to maintain the other Party's(ies') tax status. Nothing in this Agreement is intended to adversely affect the Interconnecting Transmission Owner's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of _____ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2 Amendment

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

12.3 No Third-Party Beneficiaries

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

12.4 Waiver

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

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

12.5 Entire Agreement

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

12.6 Multiple Counterparts

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

12.7 No Partnership

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

12.8 Severability

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

12.9 Security Arrangements

Infrastructure security of the New England Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. The Commission expects the System Operator, Interconnecting Transmission Owners, market participants, and Interconnection Customers interconnected to the New England Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10 Environmental Releases

Each Party shall notify the other Party(ies), first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation

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

12.11 Subcontractors

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

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

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

12.12 Reservation of Rights

Consistent with Section 4.8 of Schedule 23, the Interconnecting Transmission Owner and the System Operator shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act

and the Commission's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement under any applicable provision of the Federal Power Act and the Commission's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party(ies) and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of the Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

Article 13. Notices

13.1 General

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

If to the Interconnection Customer:

[To be supplied]

If to the Interconnecting Transmission Owner:

[To be supplied]

If to the System Operator:

ISO New England Inc.

Attention: Generation Interconnection, Transmission Planning Department

One Sullivan Road

Holyoke, MA 01040-2841

Phone: _____ Fax: 413-540-4203

With a copy to:

Billing Department

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

13.2 Billing and Payment

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

Interconnection Customer: [To be supplied]

Interconnecting Transmission Owner[To be supplied]

System Operator: ISO New England Inc.

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

With a copy to:

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

13.3 Alternative Forms of Notice

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

If to the Interconnection Customer:

Phone: _____ Fax: _____
E-mail: _____

If to the Interconnecting Transmission Owner:

Phone: _____ Fax: _____

E-mail: _____

If to the System Operator:

Phone: _____ Fax: 413-540-4203

E-mail: geninterconn@iso-ne.com

With a copy to:

Billing Department

Facsimile: (413) 535-4024

E-mail: billingdept@iso-ne.com

13.4 Designated Operating Representative

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

Interconnection Customer's Operating Representative:

[To be supplied]

Interconnecting Transmission Owner's Operating Representative:

[To be supplied]

System Operator's Operating Representative:

ISO New England Inc.

Attention: Generation Interconnection, Transmission Planning Department

One Sullivan Road

Holyoke, MA 01040-2841

Phone: _____ Fax: (413) 540-4203

E-mail: geninterconn@iso-ne.com

DUNS Numbers:

Interconnection Customer: [To be supplied]

Interconnecting Transmission Owner: [To be supplied]

13.5 Changes to the Notice Information

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

Article 14. Signatures

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

***[Insert name of]* (Interconnecting Transmission Owner)**

Name: _____

Title: _____

Date: _____

***[Insert name of]* (Interconnection Customer)**

Name: _____

Title: _____

Date: _____

ISO New England Inc. (System Operator)

Name: _____

Title: _____

Date: _____

ATTACHMENTS TO SGIA

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

Glossary of Terms

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

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

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

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

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

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

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

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

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

Business Day – Monday through Friday, excluding Federal Holidays.

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

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

Capacity Network Resource Capability (“CNR Capability”) -- (i) In the case of a Generating Facility that is a New Generating Capacity Resource pursuant to Section III.13.1 of the Tariff or an Existing Generating Capacity Resource that is increasing its capability pursuant to Section III.13.1.2.2.5 of the Tariff for Summer, the highest megawatt amount of the Capacity Supply Obligation obtained by the Generating Facility in accordance with Section III.13 of the Tariff, and, if applicable, as specified in a filing by the System Operator with the Commission in accordance with Section III.13.8.2 of the Tariff, net of any megawatt reductions resulting from terminations, retirements or permanent de-list bids in accordance with Section III.13 of the Tariff, and, for Winter, the Summer CNR Capability multiplied by

the ratio of the associated Winter Qualified Capacity divided by the associated Summer Qualified Capacity, or (ii) in the case of a Generating Facility that meets the criteria under Section 1.6.4.3 of the Small Generator Interconnection Procedures (“SGIP”), the total megawatt amount determined pursuant to the hierarchy established in Section 1.6.4.3, net of any megawatt reductions resulting from terminations, retirements or permanent de-list bids in accordance with Section III.13 of the Tariff. The CNR Capability shall not exceed the maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter. Where the Generating Facility includes multiple production devices, the CNR Capability shall not exceed the aggregate maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter.

Capacity Network Resource Group Study (“CNR Group Study”) – 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 maximum gross and net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. Where the Generating Facility includes multiple energy production devices, the NR Capability shall be the aggregate maximum gross and net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. The NR Capability shall be equal to or greater than the CNR Capability. In the case of a Generating Facility that meets the criteria under Section 1.6.4.4 of this SGIP, the NR Capability shall equal the total megawatt amount determined pursuant to Section 1.6.4.4.

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

Network Upgrades – Additions, modifications, and upgrades to the New England Transmission System required at or beyond the point at which the Small Generating Facility interconnects with the

Administered Transmission System to accommodate the interconnection of the Small Generating Facility with the Administered Transmission System. Network Upgrades do not include Distribution Upgrades.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Equipment, including the Small Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer or the Interconnecting Transmission Owner. The Interconnecting Transmission Owner will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

I. DESCRIPTION OF MAJOR COMPONENTS

A. Small Generating Facility

(1) Description of Small Generating Facility.

[insert]

(2) The Small Generating Facility shall receive:

___ Network Resource Interconnection Service for the NR Capability at a level not to exceed [insert gross and net at or above 50 degrees F] MW for Summer, and [insert gross and net at or above 0 degrees F] MW for Winter.

___ Capacity Network Resource Interconnection Service for: (a)(i) the NR Capability at a level not to exceed [insert gross and net at or above 50 degrees F] MW for Summer and [insert gross and net at or above 0 degrees F] MW for Winter; and (ii) the CNR Capability at [insert net] MW for Summer and [insert net] MW for Winter, which shall not exceed [insert the maximum net MW electrical output of the Generating Facility at an ambient temperature at or above 90 degrees F for summer and at or above 20 degrees F for winter].

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

Generator Data	
Number of Generators	
Manufacturer	
Model	
Designation of Generator(s)	
Excitation System Manufacturer	
Excitation System Model	
Voltage Regulator Manufacturer	
Voltage Regulator Model	
Generator Ratings	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 90 Degrees F	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 50 Degrees F	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 20 Degrees F	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above zero Degrees F	
Station Service Load For Each Unit	
Overexcited Reactive Power at Rated MVA and Rated Power Factor	
Underexcited Reactive Power at Rated MVA and Rated Power Factor	

Generator Short Circuit and Stability Data	
Generator MVA rating	
Generator AC Resistance	
Subtransient Reactance (saturated)	
Subtransient Reactance (unsaturated)	
Transient Reactance (saturated)	
Negative sequence reactance	
Transformer Data	
Number of units	
Self Cooled Rating	
Maximum Rating	
Winding Connection (LV/LV/HV)	
Fixed Taps	
Z1 primary to secondary at self cooled rating	
Z1 primary to tertiary at self cooled rating	
Z1 secondary to tertiary at self cooled rating	
Positive Sequence X/R ratio primary to secondary	
Z0 primary to secondary at self cooled rating	
Z0 primary to tertiary at self cooled rating	
Z0 secondary to tertiary at self cooled rating	
Zero Sequence X/R ratio primary to tertiary	

B. Interconnection Facilities

[insert]

C. Metering Equipment

[insert]

D. Other Components

[insert]

II. INTERCONNECTION EQUIPMENT OWNERSHIP, OPERATION AND MAINTENANCE

A. Point of Change of Ownership; Point of Interconnection

[insert]

B. Description of Responsibilities

[insert]

III. PRICING ESTIMATES

A. Interconnection Facilities

[insert]

B. Metering Equipment

[insert]

C. Operation and Maintenance

[insert]

Attachment 3

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

[insert]

Milestones

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

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

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

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

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

	for Interconnection Facilities and system upgrades			
4	In-Service Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	
5	Initial Synchronization Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	SGIP § 3.4.5(iv)
6	Commercial Operation Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	SGIP § 3.4.5(v)

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

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

	Obligation in accordance with Section III.13 of the Tariff	Customer		
4	Complete a re-study of the applicable Interconnection Study to determine the cost responsibility for facilities and upgrades necessary to accommodate the Interconnection Request based on the results of the Forward Capacity Auction, Reconfiguration Auction or bilateral transaction through which the Interconnection Customer received a Capacity Supply Obligation	System Operator		1.7.1.3(iv)

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

The Interconnecting Transmission Owner shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the New England Transmission System.

I. OPERATING REQUIREMENTS

[Insert]

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

The Interconnecting Transmission Owner shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Interconnecting Transmission Owner shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.

I. DESCRIPTION OF UPGRADES

A. Distribution Upgrades

[Insert]

B. Network Upgrades

[Insert]

(1) Stand Alone Network Upgrades

(2) Other Network Upgrades

C. Affected System Upgrades

[Insert]

D. Contingency Upgrades

(1) Long Lead Facility-Related Upgrades. The Interconnection Customer's Small Generating Facility is associated with a Long Lead Facility, in accordance with Section 3.2.3 of the LGIP. Pursuant to Section 4.1 of the LGIP, the Interconnection Customer shall be responsible for the following upgrades in the event that the Long Lead Facility

achieves Commercial Operation and obtains a Capacity Supply Obligation in accordance with Section III.13.1 of the Tariff:

[insert list of upgrades]

If the Interconnection Customer fails to cause these upgrades to be in-service prior to the commencement of the Long Lead Facility's Capacity Commitment Period, the Interconnection Customer shall be deemed to be in Breach of this SGIA in accordance with Article 7, and the System Operator will initiate all necessary steps to terminate this SGIA, in accordance with Article 3.

(2) Other Contingency Upgrades. [*e.g., list of upgrades associated with higher queued Interconnection Requests with SGIAs prior to this SGIA and any other contingency upgrades that the Parties may deem necessary for the interconnection of the Small Generating Facility.*]

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

[Insert any changes in upgrade obligations that result from re-study conducted post receiving a Capacity Supply Obligation in accordance with the Tariff.]

Commercial Operation Date

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

[Date]

[Interconnecting Transmission Owner; Address]

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

Re: _____ Small Generating Facility

Dear _____:

On [Date] [Interconnection Customer] has completed Trial Operation of Unit No. ____.
This letter confirms that [Interconnection Customer] commenced commercial operation
of Unit No. ____ at the Small Generating Facility, effective as of [Date plus one day].

Thank you.

[Signature]

[Interconnection Customer Representative]