MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Massachusetts Electric Company
Nantucket Electric Company
d/b/a National Grid

Standards for Interconnection of Distributed Generation
M.D.P.U. No. 1646
Canceling M.D.P.U. No. 1632
Effective: November 1, 2026

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1.0 GENERAL

1.1 Applicability

This document ("Interconnection Tariff") describes the process and requirements for an Interconnecting Customer to connect a power-generating facility to the Company's Electric Power System ("Company EPS"), including discussion of technical and operating requirements, metering and billing options, and other matters, except as provided under the applicable ISO-NE tariff, and/or under the Qualifying Facility regulations in 220 CMR 8.04.

The procedure for momentary paralleling to the Company EPS with back-up generation is described within Section 4.0 Interconnection Requirements.

If the Facility will always be isolated from the Company's EPS, (i.e., it will never operate in parallel to the Company's EPS), then this Interconnection Tariff does not apply.

1.2 Definitions

The following words and terms shall be understood to have the following meanings when used in this Interconnection Tariff:

"Affected System" shall mean any distribution or transmission electric power system, other than the Company EPS, for which the stability, reliability or operating characteristics may be significantly affected by the proposed Facility.

"Affected System Operator" or "ASO" shall mean the person or entity operating an Affected System.

"Affected System Owner" shall mean the person or entity owning an Affected System.

"Affected System Operator Study" or "ASO Study" shall mean an engineering study conducted by or with the oversight of an Affected System Operator and/or Affected System Owner for the purpose of determining whether a Facility may have a significant effect on the stability, reliability or operating characteristics of the Affected System and, if necessary, to determine the scope of the required modifications to the Affected System and/or the Facility to provide the requested interconnection service.

"Affiliate" shall mean a person or entity controlling, controlled by or under common control with a Party.

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"Anti-Islanding" shall mean a description of the ability of a Facility to avoid unintentional islanding through some form of active control technique.

"Interconnection Application" shall mean the notice (which will serve as the Notice of Intent to Interconnect under 220 C.M.R. §§ 8.00 et seq. when required) provided by Interconnecting Customer to the Company in the form shown in Exhibits A and C which initiates the interconnection process.

"Area EPS" shall mean the Company EPS. This term is used in the Institute of Electrical and Electronics Engineers (IEEE) Standard 1547-2003, "IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems" ("IEEE Standard 1547-2003").

"Authorization to Interconnect" shall mean an official written notification provided by the Company to the Interconnecting Customer, authorizing the Interconnecting Customer to activate and operate the Facility subject to the terms of the Interconnection Service Agreement.

"Business Day" shall be defined as the next working day, not including Saturday, Sunday or a legal holiday, after a request or application has been received by the Company.

"Certificate of Completion" shall mean the form required as proof that the installed Facility has been inspected by the local electrical wiring inspector or other jurisdictional authority.

"Class I Net Metering Facility" shall mean a plant or equipment that is used to produce, manufacture, or otherwise generate electricity and that is not a transmission facility and that has a design capacity of 60 kilowatts or less.

"Class II Net Metering Facility" shall mean an Agricultural Net Metering Facility, Anaerobic Digestion Net Metering Facility, Solar Net Metering Facility, or Wind Net Metering Facility with a generating capacity of more than 60 kilowatts but less than or equal to one megawatt; provided, however, that a Class II Net Metering Facility that is a Net Metering Facility of a Municipality or Other

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Governmental Entity may have a generating capacity of more than 60 kilowatts but less than or equal to one megawatt per unit.[1]

"Class III Net Metering Facility" shall mean an Agricultural Net Metering Facility, Anaerobic Digestion Net Metering Facility, Solar Net Metering Facility, or Wind Net Metering Facility with a generating capacity of more than one megawatt but less than or equal to two megawatts; provided, however, that a Class III Net Metering Facility that is a Net Metering Facility of a Municipality or Other Governmental Entity may have a generating capacity of more than one megawatt but less than or equal to two megawatts per unit.

"Common Study Area" shall mean a discrete portion of the Company EPS where the operation of multiple Interconnecting Customers' Facilities may have cumulative impacts and/or require Common System Modifications on the Company's EPS. The Company shall determine if Interconnection Applications fall within a Common Study Area. A Common Study Area may include, but is not limited to, an areathat: (1) is fed from a common substation, or (2) is bounded by a circuit.

"Common System Modification" shall mean any System Modification that is required for more than one Interconnecting Customer's Facility as determined by the Company.

"Company" shall mean Massachusetts Electric Company and Nantucket Electric Company, as applicable.

"Company EPS" shall mean the distribution electric power system owned, controlled or operated by the Company used to provide distribution service to its Customers.

"Compliance Documentation" shall mean and include any documentation required to determine that the Interconnecting Customer is in compliance with requirements of the Tariff, including the applications, exhibits and agreements attached thereto, and such documentation includes, as applicable: final as-built one-line diagrams, photos, witness test results, local wiring inspection approval, completed Certificate of Completion, certified relay test results, printout of inverter settings, insurance certificates, P-rate agreement, Exhibit H (retail customer agreement), landowner agreement, easements for system modifications, and, if the Facility is net metering, a completed Schedule Z, a net metering cap

[1] Any terms used herein but not defined shall have the meaning as ascribed in the Company's Net Metering Tariff, as amended or superseded from time to time.

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allocation from the System of Assurance, and, for a Facility that is included in the public net metering cap, certification from the Department that the Host Customer and all off-takers qualify as a municipality or other governmental entity.

"Conditional Approval to Interconnect" shall mean an official written notification provided by the Company to the Interconnecting Customer approving of the proposed system design of a proposed Facility and authorizing the Interconnecting Customer to test but not commence commercial operation of that Facility subject to the terms of the Exhibit A, Simplified Process Interconnection Application and Service Agreement.

"Customer" shall mean any person, partnership, corporation, or any other entity whether public or private who obtains distribution service at a Customer delivery point and who is a customer of record of the Company for its own electricity consumption.

"Department" shall mean the Massachusetts Department of Public Utilities.

"Department DG Guidelines for Interconnection" shall mean the guidance materials for interconnection of distributed generation, as approved and published by the Department of Public Utilities.

"Detailed Study" shall mean the final phase of engineering study, if necessary, conducted by the Company to determine substantial System Modifications to its EPS, resulting in project cost estimates and a construction schedule for such modifications that will be required to provide the requested interconnection service.

"DG" shall mean Distributed Generation.

"DR" shall mean the Facility. This term is used in IEEE Standard 1547-2003.

"Expedited Process" shall mean, as described in Section 3.3, process steps for Listed Facilities from initial application to final written authorization, using a set of technical screens to determine impact on the Company EPS.

"Facility" shall mean a source of electricity owned and/or operated by the Interconnecting Customer that is located on the Customer's side of the PCC, and all facilities ancillary and appurtenant thereto, including interconnection equipment, which the Interconnecting Customer requests to interconnect to the Company EPS.

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"FERC" shall mean Federal Energy Regulatory Commission.

"Force Majeure Event" shall mean any event that is beyond the reasonable control of the affected Company or Interconnecting Customer, and that the affected Company or Interconnecting Customer is unable to prevent or provide against by exercising commercially reasonable efforts, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war or terrorism, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage. For the treatment of Force Majeure see Section 3.7.

"Good Utility Practice" shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

"Group" shall mean two or more Interconnection Applications for proposed Facilities (by the same or different Interconnecting Customer(s)) in a Common Study Area. The order of Interconnection Applications within a Group shall be determined on the basis of the date the Interconnection Applications were deemed complete by the Company. Reference to a Group member shall mean the Interconnecting Customer for the Facility included within the Group. Where Group consent is required by the Company, such consent shall be in writing signed by duly authorized members of each Group member, in form and substance satisfactory to the Company.

"Group Study" shall mean a single study that may be performed at the same time for a Group, instead of each Interconnection Application undergoing such study separately (either sequentially or in parallel as determined by the Company). The Company may elect to commence a Group Study before or after the Preceding Study, if any, is completed. The Group Study will produce an estimate for the cost of System Modifications to the Company's EPS within +/- 25%, or, to the extent a Group unanimously requests an extended Group Study ("Extended Group Study"), the Group Study will produce an estimate for the cost of System Modifications to the Company's EPS within +/- 15% An Extended Group Study

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will only be performed to the extent that a Group requests such a study by unanimous consent using the Extended Group Study Consent Form at Exhibit J.

"Impact Study" shall mean the engineering study conducted by the Company under the Standard Process to determine the scope of the required modifications to its EPS and/or the Facility to provide the requested interconnection service.

"In-Service Date" shall mean the date on which the Facility and System Modifications (if applicable) are complete and ready for service, even if the Facility is not placed in service on or by that date.

"Interconnecting Customer" shall mean the entity that owns and/or operates the Facility proposing to interconnect or interconnected to the Company EPS, with legal authority to enter into agreements regarding the construction or operation of the Facility.[2]

"Interconnection Service Agreement" shall mean an agreement for interconnection service, the form of which is provided in Exhibit G, between the Interconnecting Customer and the Company. The agreement also includes terms and conditions, attachments describing the Facility, system modifications, payment terms and construction schedule (if applicable) and any amendments or supplements thereto entered into by the Interconnecting Customer and the Company.

"Interconnection Tariff" shall mean these Standards for Interconnection of Distributed Generation. The Interconnection Tariff is a regulatory document enforced by the Department.

"Islanding" shall mean a situation where electrical power remains in a portion of an electrical power system when the Company's transmission or distribution system has ceased providing power for whatever reason (emergency conditions, maintenance, etc.). Islanding may be intentional, such as when certain segregated loads in an Interconnecting Customer or Customer's premises are provided power

[2] An entity which owns the Facility interconnected to the Company EPS solely as part of a financing arrangement, which could include the acquisition of the tax credits related to the Facility, but is neither the Customer nor the operator of that Facility, shall not be considered the Interconnecting Customer hereunder.

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by a Facility after being isolated from the Company EPS after a power failure. Unintentional Islanding, especially past the PCC, is to be strictly avoided.

"ISO-New England, Inc. ("ISO-NE")" shall mean the Independent System Operator established in accordance with the NEPOOL Agreement and applicable FERC approvals, which is responsible for managing the bulk power generation and transmission systems in New England.

"Isolated" shall mean the state of operating the Facility when electrically disconnected from the Company EPS on the Interconnecting Customer's side of the PCC.

"Landowner" shall mean the owner of real property where the Facility is sited. In cases where the Landowner is not the Customer or Interconnecting Customer, a Landowner Consent Agreement will be required (see Exhibit I).

"Local EPS" shall mean the premises within which are contained the Facility. This term is used in the IEEE Standard 1547-2003.

"Listed" shall mean a Facility that has successfully passed all pertinent tests to conform with IEEE 1547.1.

"Metering Point" shall mean, for meters that do not use instrument transformers, the point at which the billing meter is connected. For meters that use instrument transformers, the point at which the instrument transformers are connected.

"Nameplate, design, or generation 'capacity' or 'rating'" shall mean the maximum continuous power output (AC) listed by the manufacturer.

"NEPOOL" shall mean New England Power Pool.

"Net Metering" shall mean the process of measuring the difference between electricity delivered by the Company and electricity generated by a Class I, Class II, or Class III Net Metering Facility and fed back to the Company.

"Network Distribution System (Area or Spot)" shall mean electrical service from an EPS consisting of one or more primary circuits from one or more substations or transmission supply points arranged such that they collectively feed secondary circuits serving one (a spot network) or more (an area network) Interconnecting Customers.

"Non-Islanding" shall mean the ability of a Facility to avoid unintentional islanding through the operation of its interconnection equipment.

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"NPCC" shall mean Northeast Power Coordinating Council.

"On-site Generating Facility" shall mean a class of Interconnecting Customer-owned generating Facilities with peak capacity of 60 kW or less, as defined in 220 C.M.R. § 8.00.

"Parallel" shall mean the state of operating the Facility when electrically connected to the Company EPS (sometimes known as grid-parallel).

"Parties" shall mean the Company and the Interconnecting Customer, and "Party" shall mean either the Company and/or Interconnecting Customer, as determined by context.

"Point of Common Coupling (PCC)" shall mean the point where the Interconnecting Customer's local electric power system connects to the Company EPS, such as the electric power revenue meter or Company's service transformer. The PCC shall be specified in the Interconnection Service Agreement.

"Point of Delivery" shall mean a point on the Company EPS where the Interconnecting Customer makes capacity and energy available to the Company. The Point of Delivery shall be specified in the Interconnection Service Agreement.

"Point of Receipt" shall mean a point on the Company EPS where the Company delivers capacity and energy to the Interconnecting Customer.

"Pre-Application Report" shall mean, as described in Section 3.2, a non-binding report of certain information specific to a proposed Facility interconnection location provided to the Interconnecting Customer by the Company prior to the Application.

"Preceding Study" shall mean any study of an Interconnecting Customer's Facility within a Common Study Area that is in process prior to the formation of a Group. A Preceding Study shall be considered to be "in process" from the effective date of the fully executed study agreement through the effective date of a fully executed Interconnection Service Agreement. A Group Study will be considered a Preceding Study for any Interconnection Applications received after the Group Window (defined in Section 3.4.1.a.) has closed. Interconnecting Customers with a Preceding Study (that is not an on-going Group Study) shall not be required to be part of a Group or participate in a Group Study, except as set forth in Section 3.4.1.e) below.

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"Public Facility" shall mean any Facility (1) that is owned or operated by a municipality or other governmental entity; or (2) that is sited on land of a municipality or other governmental entity; or (3) which for purposes of Net Metering qualifies as a Net Metering Facility of a Municipality or Other Governmental Entity.

"Qualifying Facility" shall mean a generation Facility that has received certification as a Qualifying Facility from the FERC in accordance with the Federal Power Act, as amended by the Public Utility Regulatory Policies Act of 1978, as defined in 220 C.M.R. § 11.04.

"Radial Distribution Circuit" shall mean electrical service from an EPS consisting of one primary circuit extending from a single substation or transmission supply point arranged such that the primary circuit serves Interconnecting Customers in a particular local area.

"Screen(s)" shall mean criteria by which the Company will determine if a proposed Facility's installation will adversely impact the Company EPS in the Simplified and Expedited Processes as set forth in Section 3.0.

"Simplified Process" shall mean, as described in Section 3.1, process steps from initial application to final written authorization for certain inverter-based Facilities of limited scale and minimal apparent grid impact.

"Solar Facility" shall mean a facility for the production of electrical energy that uses sunlight to generate electricity and is interconnected to the Company EPS.

"Standard Process" shall mean, as described in Section 3.4, process steps from initial application to final written authorization for Facilities that do not qualify for Simplified or Expedited treatment.

"Supplemental Review" shall mean additional engineering study to evaluate the potential impact of the Facility on the Company EPS so as to determine any requirements for processing the application through the Expedited Process.

"System Modification" shall mean modifications or additions to distribution-related Company facilities that are integrated with the Company EPS for the benefit of the Interconnecting Customer.

"Time Frame" shall mean each step in the pertinent interconnection process with a Company or Interconnecting Customer obligation of completion within the relevant Business Days in this Interconnection Tariff beginning on the next

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Business Day following the completion of the prior step and concluding with the applicable deliverable in this Interconnection Tariff. The Company shall report annually to the Department on its compliance with all Time Frames as provided in Department order D.P.U. 11-75-F.

"Transmission Owner" shall mean an entity that owns and maintains transmission facilities.

"Unintentional Islanding" shall mean a situation where the electrical power from the Facility continues to supply a portion of the Company EPS past the PCC when the Company's transmission or distribution system has ceased providing power for whatever reason (emergency conditions, maintenance, etc.).

"Witness Test" shall mean the Company's right to witness the commissioning testing and/or Company-required Interconnecting Customer-owned communication system. Commissioning testing is defined in IEEE Standard 1547-2003.

1.3 Forms and Agreements

The following documents for the interconnection process are included as Exhibits:

1) Interconnection Service Agreement for Expedited and Standard Process (Exhibit G) referencing Attachments 1 – 7 (Attachments 1-7 to be developed and included as appropriate for each specific Interconnection Service Agreement) as follows:

   Attachment 1: Description of Facilities, including demarcation of Point of Common Coupling

   Attachment 2: Description of System Modifications

   Attachment 3: Costs of System Modifications & Payment Terms

   Attachment 4: Special Operating Requirements, if any

   Attachment 5: Agreement between the Company and the Company's Retail Customer (to be signed by the Company's retail Customer where DG installation and interconnection will be placed, when retail Customer is not the owner and/or operator of the distributed generation facility -- Exhibit H)

   Attachment 6: Landowner Consent Agreement (to be signed by the Landowner where the DG Facility will be located when the Landowner is neither the Customer nor Interconnecting Customer --Exhibit I)

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Attachment 7: System Modifications construction schedule

2) Application forms

a) Simplified Process (Facilities meeting the requirements of Section 3.1) application form and service agreement (Exhibit A)

b) Pre-Application Report Form (Exhibit B)

c) Expedited and Standard Process application form (Exhibit C)

3) Supplemental Review Agreement for those projects which have failed one or more screens in the Expedited Process (Exhibit D)

4) Impact Study Agreement under the Standard Process (Exhibit E)

5) Detailed Study Agreement for the more detailed study under the Standard Process which requires substantial System Modifications (Exhibit F)

6) Agreement Between the Company and the Company's Retail Customer (Exhibit H)

7) Landowner Consent Agreement (Exhibit I)

8) Extended Group Study Consent Form (Exhibit J)

9) Group Study Agreement (Exhibit K)

10) Preceding Study Opt-Out Agreement (Exhibit L)

11) Schedule Z – Additional Information Required for Net Metering Service

2.0 BASIC UNDERSTANDINGS

Interconnecting Customer intends to install a Facility on the Interconnecting Customer's side of the PCC that will be connected electrically to the Company EPS and operate in parallel, synchronized with the voltage and frequency maintained by the Company during all operating conditions. It is the responsibility of the Interconnecting Customer to design, procure, install, operate, and maintain all necessary equipment on its property for connection to the Company EPS. The Interconnecting Customer and the Company shall enter into an Interconnection Service Agreement to provide for parallel operation of an Interconnecting Customer's Facility with Company EPS. A form of this agreement is attached as Exhibit G to this Interconnection Tariff. If the Interconnecting Customer is not the Customer, an Agreement between the Company and the Company's Customer must be signed and included as an attachment to the

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Interconnection Service Agreement; a form of this agreement is attached as Exhibit H. If neither the Interconnecting Customer nor the Customer is the Landowner, then a Landowner Consent Agreement must be signed and included as an attachment to the Interconnection Service Agreement, unless the Company, in its sole discretion, waives this requirement; see Exhibit I.

The Company is subject to the ISO New England Inc. Transmission, Markets, and Services Tariff, ISO-NE Planning Procedures and related ISO-NE agreements. Section I.3.9. of the ISO New England Inc. Transmission, Markets, and Services Tariff, as may be amended from time to time, obligates the Company to submit information to ISO-NE regarding certain additions or changes to generating and demand resources under the Company's control, including distributed generation resources, which may have a significant effect on the stability, reliability or operating characteristics of transmission facilities, or the Company's EPS. In such cases, ISO-NE and/or other Affected System Operators must examine the proposal and evaluate the potential for significant adverse impact on the stability, reliability or operating characteristics of any Affected Systems, and may require system modifications to any Affected Systems to avoid such adverse effect.

The interconnection of the Facility with the Company EPS must be reviewed for potential impact on the Company EPS and the EPS of potentially Affected System Operators under the process described in Section 3.0 and meet the technical requirements in Section 4.0, and must be operated as described under Section 6.0. In order to meet these requirements, an upgrade or other modifications to the Company EPS or Affected Systems may be necessary. Subject to the requirements contained in this Interconnection Tariff, the Company or its Affiliate shall modify the Company EPS accordingly. Unless otherwise specified, the Company will build and own, as part of the Company EPS, all facilities necessary to interconnect the Company EPS with the Facility up to and including terminations at the PCC. The Interconnecting Customer shall pay all System Modification costs as set forth in Section 5.0.

The Interconnecting Customer should consult the Company before designing, purchasing and installing any generation equipment, in order to verify the nominal utilization voltages, frequency, and phase characteristics of the service to be supplied, the capacity available, and the suitability of the proposed equipment for operation at the intended location. Attempting to operate a generator at other than its nameplate characteristics may result in unsatisfactory performance or, in certain instances, injury to personnel and/or damage to equipment. The Interconnecting Customer will be responsible for ascertaining from the Company, and the Company will diligently cooperate in providing, the service characteristics of the Company EPS at the proposed PCC. The Company will in no way be responsible for damages sustained as a result of the Interconnecting Customer's failure to ascertain the service characteristics at the proposed PCC.

The Facility should operate in such a manner that does not compromise, or conflict with, the safety or reliability of the Company EPS or any Affected Systems. The Interconnecting

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Customer should design its equipment in such a manner that faults or other disturbances on the Company EPS do not cause damage to the Interconnecting Customer's equipment.

Authorization to Interconnect will be provided once the Interconnecting Customer has met all terms of the interconnection process as outlined below.

The Department's DG Guidelines are an integral part of understanding the process and requirements for an Interconnecting Customer to connect a power-generating Facility to the Company EPS under this Interconnection Tariff. This Interconnection Tariff does not cover general distribution service needed to serve the Interconnecting Customer. Please refer to the Company's Terms and Conditions for Distribution Service. This Interconnection Tariff does not cover the use of the distribution system to export power, or the purchase of excess power unless covered under 220 C.M.R. §§ 8.00 et seq.

3.0 PROCESS OVERVIEW

There are three basic paths for interconnection of the Interconnecting Customer's Facility in Massachusetts. They are described below and detailed in Figures 1 and 2 with their accompanying notes. Tables 1 - 6, respectively, describe the Time Frames and fees for these paths. Unless otherwise noted, all Time Frames in the Interconnection Tariff reference Company Business Days.

Prior to submitting an Application through either the Expedited or Standard Process, all Interconnecting Customers with Facilities that are 250kW or greater must request and receive a Pre-Application Report from the Company. Facilities smaller than 250kW may request and receive a Pre-Application Report from the Company. If the Pre-Application is not received within the applicable Time Frame, the Interconnecting Customer can file its Application. The Pre-Application Form is located in Exhibit B and the Pre-Application Report process is described in more detail in Section 3.2.

1) Simplified – This is for Listed Facilities that meet eligibility criteria specified in Section 3.1.

2) Expedited – This is for Listed Facilities that pass certain pre-specified screens on a radial EPS.

3) Standard – This is for all facilities not qualifying for either the Simplified or Expedited interconnection processes on radial and spot network EPSs, and for all Facilities on area network EPSs.

All proposed new sources of electric power without respect to generator ownership, dispatch control, or prime mover that plan to operate in parallel with the Company EPS must submit a completed application and pay the appropriate application fee to the Company with which it

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wishes to interconnect. The application will be acknowledged by the Company, and the Interconnecting Customer will be notified of the application's completeness. Interconnecting Customers who are not likely to qualify for Simplified or Expedited Process may opt to go directly into the Standard Process path. Interconnecting Customers proposing to interconnect on area networks will have their Interconnection Applications reviewed under the Simplified Process or the Standard Process, depending on the proposed Facility type and/or size as described in the Interconnection Tariff. All other Interconnecting Customers must proceed through a series of screens to determine their ultimate interconnection path. Interconnecting Customers who are not sure whether a particular location is on a radial circuit, spot network, or area network should check with the Company serving the proposed Facility location prior to filing an application and the Company will verify the circuit type.

3.1 Simplified Process – Radial Distribution Circuit

This process is for Interconnecting Customers using Listed single-phase inverter-based Facilities with power ratings of 25 kW or less at locations receiving single-phase secondary service from a single-phase transformer, or using Listed three-phase inverter-based Facilities with power ratings of 25 kW or less at locations receiving three-phase secondary service from a three-phase transformer configuration, and requesting an interconnection on radial EPSs where the aggregate generating Facility capacity is less than 15% of feeder/circuit annual peak load and, if available, line segment. This is the fastest and least costly interconnection path.

The Simplified Process for Radial Distribution Circuits is as follows:

a) Application process:

   i) Interconnecting Customer submits a Simplified Process application filled out properly and completely (Exhibit A).

   ii) Company acknowledges to the Interconnecting Customer receipt of the application within 3 Business Days of receipt.

   iii) Company evaluates the application for completeness and notifies the Interconnecting Customer within 10 Business Days of receipt that the application is or is not complete and, if not, advises what is missing.

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b) Company completes review of all screens. When the Company verifies Facility equipment passes Screens 1, 2, 3, 4, and 5 in Figure 1 if a radial EPS, the project shall follow the Simplified Process. If a Facility fails Screen #5 in Figure 1, the Facility shall not be automatically evaluated under the Expedited Process. The Company shall have 20 Business Days to review an application where the Facility has failed screen #5 in Figure 1.

c) If approved, the Company signs the application approval line and sends to the Interconnecting Customer. In certain rare circumstances, the Company may require the Interconnecting Customer to pay for minor System Modifications. If so, a description of work and an estimate will be sent back to the Interconnecting Customer for approval. The Interconnecting Customer would then approve via a signature and payment for the minor System Modifications. If the Interconnecting Customer approves, the Company performs the System Modifications. Then, the Company signs the application approval line and sends to the Interconnecting Customer. The Company signature on the application approval line constitutes a Conditional Approval to Interconnect.

d) Upon receipt of the signed application, the Interconnecting Customer installs the Facility. Then the Interconnecting Customer arranges for inspection of the completed installation by the local electrical wiring inspector, or other authority having jurisdiction, and this person signs the Certificate of Completion. If the Facility was installed by an electrical contractor, this person also fills out the Certificate of Completion.

e) The Interconnecting Customer returns the Certificate of Completion to the Company (refer to Attachment 2 of the Simplified Process Application for the Certificate of Completion).

f) Following receipt of the Certificate of Completion, the Company may inspect the Facility for compliance with its standards by arranging for a Witness Test. The Company is obligated to complete this Witness Test within 10 Business Days of the receipt of the Certificate of Completion. If the Company does not inspect in 10 Business Days or by mutual agreement of the Parties, the Witness Test is deemed waived.

g) Assuming the wiring inspection, all Compliance Documentation and/or Witness Test are satisfactory, the Company notifies the Interconnecting Customer in writing that interconnection is authorized and issues the Authorization to Interconnect. If the wiring inspection, Compliance Documentation and/or Witness Test are not satisfactory, the Company has the right to disconnect the Facility, and will provide information to the Interconnecting Customer describing clearly what is required to

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receive the Authorization to Interconnect. The Company shall issue the Authorization to Interconnect within 5 Business Days from the Interconnecting Customer's satisfaction of the connection requirements (i.e. the wiring inspection, all Compliance Documentation, and the Witness Test) and the Company's installation of the required meter, whichever occurs later. The Interconnecting Customer has no right to operate in parallel until they have received the Authorization to Interconnect.

h) In accordance with Section I.3.9 of the ISO New England Inc. Transmission, Markets, and Services Tariff, Facilities proceeding through the Simplified Process shall be evaluated for significant effect on Affected Systems. If Section I.3.9 is amended to require Facilities less than one megawatt to be evaluated for potential adverse impact to Affected Systems, or it is determined that the Facility, in aggregate with other generation capacity on the Company EPS, may result in an adverse impact to Affected Systems, the Company may require that the Facility be reviewed under Section 3.4(b) of the Standard Process

If the Interconnecting Customer does not substantially complete construction within 12 months after receiving the Conditional Approval to Interconnect from the Company, the Company will require the Interconnecting Customer to reapply for interconnection. Notwithstanding the foregoing, the Interconnecting Customer's obligation to complete construction within 12 months is subject any claim of Force Majeure made by the Interconnecting Customer in accordance with, and subject to the limitations of, Section 3.7.

3.1.1 Simplified Process – Networks

This process is for Interconnecting Customers using Listed inverter-based Facilities where the aggregate generating Facility capacity is less than one fifteenth of the Interconnecting Customer's minimum load and requesting an interconnection on a Spot or Area Network. For Interconnecting Customers interconnecting on an Area Network, the power rating of the Listed inverter must be 25 kW or less. This is the fastest and least costly interconnection path for interconnection on a network.

The Simplified Process for Networks is as follows:

a) Application process:

i) Interconnecting Customer submits a Simplified Process application filled out properly and completely (Exhibit A).

ii) Company acknowledges to the Interconnecting Customer receipt of the application within 3 Business Days of receipt.

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iii) Company evaluates the application for completeness and notifies the Interconnecting Customer within 10 Business Days of receipt that the application is or is not complete and, if not, advises what is missing.

b) Company completes review of all applicable screens in Figure 2. For proposed facilities on a Spot Network, Screen 3 is not required for the review and should be bypassed. When the Company verifies Facility equipment passes all applicable Screens in Figure 2, the project shall follow the Simplified Process. The determination of minimum load is critical when connecting to network distribution systems. If the Interconnecting Customer minimum load is known, the Company shall have 30 Business Days to review an application. If there is no existing meter or the existing metering in place cannot be used to determine the minimum load, then a meter capable of recording minimum loads must be installed at the Interconnecting Customer's expense. In such cases, the Company may install an interval meter to measure 3 months of continuous customer load capturing the annual minimum load. Notwithstanding the foregoing, if the Interconnecting Customer has another type of power monitoring equipment installed at the Facility that is capable of providing minimum loads satisfactory to the Company, an interval meter would not be required. In addition, if the Company has another type of power monitoring equipment that can be installed, either at the Facility or off-site, that is capable of providing minimum loads, an interval meter will not be required. The maximum time the interval metering (or other Company approved monitoring equipment) will be used to measure the minimum load is 9 months from the point of the time the analysis was commenced. The Company can remove the interval meter at the Interconnecting Customer's expense if the Interconnecting Customer requests its removal provided the interval meter is not required for the rate the Customer takes service on when the generation Facility is installed.

c) If approved, the Company signs the application approval line and sends to the Interconnecting Customer. In certain rare circumstances, the Company may require the Interconnecting Customer to pay for minor System Modifications. If so, a description of work and an estimate will be sent back to the Interconnecting Customer for approval. The Interconnecting Customer would then approve via a signature and payment for the minor System Modifications. If the Interconnecting Customer approves, the Company performs the System Modifications. Then, the Company signs the application approval line and sends to the Interconnecting Customer. The Company signature on the application approval line constitutes a Conditional Approval to Interconnect.

d) Upon receipt of the signed application, the Interconnecting Customer installs the Facility. Then the Interconnecting Customer arranges for inspection of the

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completed installation by the local electrical wiring inspector, or other authority having jurisdiction, and this person signs the Certificate of Completion. If the Facility was installed by an electrical contractor, this person also fills out the Certificate of Completion.

e) The Interconnecting Customer returns the Certificate of Completion to the Company (refer to Attachment 2 of the Simplified Process Application for the Certificate of Completion).

f) Following receipt of the Certificate of Completion, the Company may inspect the Facility for compliance with its standards by arranging for a Witness Test. The Company is obligated to complete this Witness Test within 10 Business Days of the receipt of the Certificate of Completion. If the Company does not inspect in 10 Business Days or by mutual agreement of the Parties, the Witness Test is deemed waived.

g) Assuming the wiring inspection, all Compliance Documentation and/or Witness Test are satisfactory, the Company notifies the Interconnecting Customer in writing that interconnection is authorized and issues the Authorization to Interconnect. If the wiring inspection, Compliance Documentation and/or Witness Test are not satisfactory, the Company has the right to disconnect the Facility, and will provide information to the Interconnecting Customer describing clearly what is required to receive the Authorization to Interconnect. The Company shall issue the Authorization to Interconnect within 5 Business Days from the Interconnecting Customer's satisfaction of the connection requirements (i.e. the wiring inspection, all Compliance Documentation, and the Witness Test) and the Company's installation of the required meter, whichever occurs later. In addition, the Interconnecting Customer will be required to have a load monitoring system in place to prevent the 1/15th minimum load from being exceeded pursuant to Section 6.3 and to provide annual test results of the system pursuant to Section 6.4.3.The Interconnecting Customer has no right to operate in parallel until they have received the Authorization to Interconnect.

h) In accordance with Section I.3.9 of the ISO New England Inc. Transmission, Markets, and Services Tariff, Facilities proceeding through the Simplified Process shall be evaluated for significant effect on Affected Systems. If Section I.3.9 is amended to require Facilities less than one megawatt to be evaluated for potential adverse impact to Affected Systems, or it is determined that the Facility, in aggregate with other generation capacity on the Company EPS, may result in an adverse impact to Affected Systems, the Company may require that the Facility be reviewed under Section 3.4(b) of the Standard Process.

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If the Interconnecting Customer does not substantially complete construction within 12 months after receiving the Conditional Approval to Interconnect from the Company, the Company will require the Interconnecting Customer to reapply for interconnection.

3.2 Pre-Application Reports

Prior to submitting an Interconnection Application through either the Expedited or Standard Process (see Sections 3.3 and 3.4), all Interconnecting Customers with Facilities that are 250kWor greater must request and receive a Pre-Application Report from the Company. The Pre- Application Form is located in Exhibit B. The Pre-Application Report is optional at the election of the Interconnecting Customer for those Facilities that are less than 250kW. Interconnecting Customers must pay a Pre-Application Report fee depending on project size, as follows:

Project Size	Pre-Application Report Fee
< 250 kW	$100
250 kW – 500 kW	$250
> 500 kW	$750

Following the request and payment of the fee for either a mandatory or optional Pre-Application Report, the Company shall provide the Report within 10 Business Days. The Company shall refund the Pre-Application Report fee paid by an Interconnecting Customer if the Company does not issue the Pre-Application Report within 10 Business Days of receipt of the fee. The Pre-Application Report produced by the Company is non-binding, and the Interconnecting Customer must still successfully apply to interconnect to the Company's EPS.

The Company shall provide the following information for the proposed Facility interconnection location in the Pre-Application Report:

1) Circuit voltage at the substation;
2) Circuit name;
3) Circuit voltage at proposed Facility;
4) Substation name;
5) Substation transformer rating;
6) Whether Single or three phase is available near site;
7) If single phase – distance from three phase service;

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8) Aggregate connected Facilities (kW) by technology type on circuit and submitted complete applications of Facilities (kW) by technology type on circuit that have not yet been interconnected;
9) Aggregate connected Facilities (kW) by technology on the substation transformer and submitted complete applications of Facilities (kW) by technology type that have not yet been interconnected;
10) Whether 3V0 is deployed or scheduled for deployment on the circuit or substation;
11) Whether the Interconnecting Customer is served by an area network, a spot network, or radial system;
12) Identification of feeders within ¼ mile of the proposed interconnection site through a snap-shot of GIS map or other means;
13) For the nearest available feeder, the circuit rating and approximate circuit length from the proposed Facility to the substation;
14) Whether the proposed Facility is likely to be on the Standard track;
15) Whether an Affected System Operator has informed the Distribution Company that an ASO Study is required, or the Distribution Company is aware of an ongoing ASO Study for the proposed Facility interconnection location; and
16) Other potential system constraints or critical items that may impact the proposed Facility.

3.3 Expedited Process

Other Interconnecting Customers not qualifying for the Simplified Process or not in the Standard Process must pass a series of screens before qualifying for Expedited interconnection. Depending on whether one or more screens are passed, additional steps may be required.

The Expedited Process is as follows:

a) Application process:

i) Interconnecting Customer submits an Expedited/Standard application filled out properly and completely (Exhibit C).

ii) Company acknowledges to the Interconnecting Customer receipt of the application within 3 Business Days of receipt.

iii) Company evaluates the application for completeness and notifies the Interconnecting Customer within 10 Business Days of receipt that the application is or is not complete and, if not, advises what is missing.

b) Company then conducts a complete review of all screens, which includes applying the screening methodology (Screens 1 through 10 in Figure 1).

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The Company reserves the right to conduct internal studies if necessary and at no additional cost to the Interconnecting Customer, such as but not limited to: protection review, aggregate harmonics analysis review, aggregate power factor review and voltage regulation review. Likewise, when the proposed interconnection may result in reversed load flow through the Company's load tap changing transformer(s), line voltage regulator(s), control modifications necessary to mitigate the effects may be made to these devices by the Company at the Interconnecting Customer's expense or the Facility may be required to limit its output so reverse load flow cannot occur or to provide reverse power relaying that trips the Facility.

c) As part of the Expedited Process, the Company will assess whether any System Modifications are required for interconnection, even if the project passes all of the applicable Screens. If the needed modifications are minor, that is, the requirement can be determined within the time allotted through the application fee and any internal studies, then the modification requirements, reasoning, and costs for these minor modifications will be identified and included in the executable Interconnection Service Agreement.

If the requirements cannot be determined within the time and cost allotted in the initial review and any internal studies, the Company may require that the project undergo a Supplemental Review that determines System Modifications, but does not require review of the Supplemental Review Screens A-C as described in Figure 1, Note 8. The Company will provide a Supplemental Review Agreement (Exhibit D). The time allocated for Supplemental Review is a maximum of 30 hours of engineering time. In all cases, the Interconnecting Customer will pay for the cost of modifications as discussed in Section 5.0.

In accordance with Section I.3.9 of the ISO New England Inc. Transmission, Markets, and Services Tariff, Facilities proceeding through the Expedited Process shall be evaluated for significant effect on Affected Systems. If the results of any screens or internal studies identify potentially Affected Systems, or it is determined that the Facility, in aggregate with other generation capacity on the Company EPS, may result in an adverse impact to Affected Systems, the Company may require that the Facility be reviewed under Section 3.4(b) of the Standard Process.

d) Assuming all applicable Screens are passed and System Modifications have been determined in accordance with Section 3.3(c) above, if applicable, the Company sends, within 10 Business Days, the Interconnecting Customer an executable

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Interconnection Service Agreement, which will include a quote for any required System Modifications and/or reasonable Witness Test costs, and a construction schedule for any required System Modifications.

e) If one or more Screens are not passed, the Company will provide a Supplemental Review Agreement (Exhibit D); however, the Interconnecting Customer may elect to go directly to an Impact Study in the Standard Process. If the Interconnecting Customer executes the Supplemental Review Agreement, the Company will conduct the review within 20 Business Days. If the Supplemental Review determines the requirements for processing the application through the Expedited Process including any System Modifications, then the Company will offer an executable Interconnection Service Agreement that identifies System Modification requirements, reasoning, and costs for these modifications as defined in Section 5.0, as well as a construction schedule for such modifications. If the Supplemental Review does not determine the requirements, it will include a proposed Impact Study Agreement as part of the Standard Process which will include an estimate of the cost of the study. Even if a proposed project initially fails a particular Screen in the Expedited Process, if Supplemental Review shows that it can return to the Expedited Process then it will do so. Supplemental Review includes up to 30 hours of engineering time.

f) If an Interconnection Application fails the Supplemental Review, the Company shall provide, in writing, the specific Screen(s) that the Application failed, including the technical reason for failure, and the data and the analysis supporting the Supplemental Review the Company shall provide the Interconnecting Customer the option to participate in a Supplemental Review results meeting. Within 5 Business Days of the Interconnecting Customer's request for a Supplemental Review results meeting, the Company shall contact the Interconnecting Customer and offer to convene a meeting at a mutually acceptable time to review the Supplemental Review screen analysis and related results to determine what modifications, if any, may permit the Facility to be connected safely and reliably without requiring the Interconnection Application to be reviewed in the Standard Process, including conducting an Impact Study.

g) The Company will provide the Interconnecting Customer with an Interconnection Service Agreement for signature. Time Frames for signing the Interconnection Service Agreement are specified in Section 3.6.2.

h) If the Interconnecting Customer executes the Interconnection Service Agreement, the Interconnecting Customer will pay costs associated with System Modifications in accordance with the time frames specified in Section 3.6.2.

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i) Interconnecting Customer completes installation and, upon receipt of payment in full, the Company completes System Modifications, if required, within the mutually agreed upon Time Frame provided in the System Modifications construction schedule in the Interconnection Service Agreement.

j) Interconnecting Customer sends Certificate of Completion to Company. See Attachment 2 of the Interconnection Application.

k) Following receipt of the Certificate of Completion, the Company may inspect the Facility for compliance with standards by arranging for a Witness Test. The Company is obligated to complete this Witness Test within 10 Business Days of the receipt of the Certificate of Completion, and if required, Company-approved Witness Test procedure. If the Company does not inspect in 10 Business Days or by mutual agreement of the Parties, the Witness Test is deemed waived.

l) Assuming the wiring inspection, all Compliance Documentation and/or Witness Test are satisfactory, the Company notifies the Interconnecting Customer in writing that interconnection is authorized and issues the Authorization to Interconnect. If the wiring inspection, Compliance Documentation and/or Witness Test are not satisfactory, the Company has the right to disconnect the Facility, and will provide information to the Interconnecting Customer describing clearly what is required to receive the Authorization to Interconnect. The Company shall issue the Authorization to Interconnect within 5 Business Days from the Interconnecting Customer's satisfaction of the connection requirements (i.e. the wiring inspection, all Compliance Documentation, and the Witness Test) and the Company's installation of the required meter, whichever occurs later. The Interconnecting Customer has no right to operate in parallel until they have received the Authorization to Interconnect.

m) An Interconnecting Customer's Interconnection application may only be moved from the Expedited Process to the Standard Process if the application fails a Screen in Figure 1 or 2 or the Supplemental Review of an application that failed a Screen in Figure 1 or 2 exceeds 30 hours of engineering time, or the Interconnecting Customer elects to go directly to the Standard Process.

3.4 Standard Process

The Standard Process has the longest maximum time period and highest potential costs. There are three ways to enter the Standard Process:

(1) Interconnecting Customers may choose to proceed immediately to the Standard Process. Application process:

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i) Interconnecting Customer submits an Expedited/Standard Application filled out properly and completely (Exhibit C).

ii) Company acknowledges to the Interconnecting Customer receipt of the application within 3 Business Days.

iii) Company evaluates the application for completeness and notifies the Interconnecting Customer within 10 Business Days of receipt that the application is or is not complete and, if not, advises what is missing.

(2) Based upon the results of the initial and Supplemental Reviews, Interconnecting Customers may be required to enter the Standard Process.

(3) Based on the results of the Screens in Figure 2 for networks, Interconnecting Customers may be required to enter the Standard Process.

The Standard Process is as follows:

a) The Company will conduct an initial review, which may include if requested, a scoping meeting/discussion with the Interconnecting Customer to review the application. From the initial review, the Company will provide pertinent information such as:
   - The available fault current at the proposed location;
   - The existing peak loading on the lines in the general vicinity of the Facility;
   - The configuration of the distribution lines;
   - Whether the Facility may require an ASO Study;
   - If the application is subject to the Pre-Application Report requirement in Section 3.2, the Pre-Application Report may, as necessary, be discussed at the initial review.

b) Company provides an Impact Study Agreement, including a cost estimate for the study. Where there are other potentially Affected Systems, and no single Party is in a position to prepare an Impact Study covering all potentially Affected Systems, the Company will coordinate with the Interconnecting Customer, the Affected System Operator and/or the Affected System Owner but not be responsible for the timing of any studies required to determine the impact of the interconnection request on other potentially Affected Systems. The Company will, when such information becomes available, communicate to the Interconnecting Customer the plan for conducting the ASO Study, the responsibilities of each party, the scope of the ASO Study, the expected timeframe for completion, and the estimated cost of the ASO Study. The Interconnecting Customer will be directly responsible to the Affected System Operator and/or Affected

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System Owner for all costs of any additional studies required to evaluate the impact of the interconnection on the potentially Affected Systems and any resulting Affected System costs to meet the Affected System Operator and/or Affected System Owner requirements, including, without limitation, modifications to the electric power system of the Affected System Operator and/or Affected System Owner and operation and maintenance costs; provided, however, the Company may, in its sole discretion, elect to include the additional ASO Study costs and/or Affected System costs in the Company's cost estimates, in which case the Company will detail the separate ASO Study costs and/or the Affected System costs and the Interconnecting Customer will pay such costs to the Company. Where the Company includes the ASO Study costs and/or Affected System costs in its agreements, the costs will be collected by the Company and passed through to the Affected System Operator and/or Affected System Owner. Interconnecting Customer shall be responsible for all actual Affected System costs necessitated as a result of the ASO requirements, none of which shall be subject to any cost caps or limitations under this Interconnection Tariff.

The Time Frames in Tables 1 through 5 will be affected if ISO-NE determines that Affected System Operator and/or Affected System Owner review is required. Where an ASO Study may be required, the Interconnecting Customer, after consultation with the Company, may elect to proceed with the Impact Study and the ASO Study concurrently. In the event the ASO Study determines that a concurrently completed Impact Study requires re-study due to invalidation of assumptions in the initial Impact Study, the Company will provide an amended Impact Study Agreement with a cost estimate and expected timeframe for the needed re-study. The timeframe will not exceed the timeline in Table 3 for completion of an Impact Study.

If an ASO Study is required for the Facility, the following requirements shall apply.

i. When an Affected System Operator and/or Affected System Owner requires additional information or technical data about a Facility to conduct its study, the Company shall notify the Interconnecting Customer of this need within five Business Days of notice from the Affected System Operator or Affected System Owner. The Interconnecting Customer shall have 15 Business Days from the Company's notice to transmit the requested data to the Company or request additional time from the Company. If the Interconnecting Customer fails to provide the requested data within the allowed time, the Interconnecting Customer shall have 10 Business Days to cure the failure. If the Interconnecting Customer does not cure the failure within the prescribed time, it will lose its queue position and must reapply for interconnection, unless the Interconnecting Customer and the Company agree otherwise.

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ii. The Company will notify the Interconnecting Customer regarding any ASO Study costs within five Business Days of notification from the Affected System Operator or Affected System Owner. Once notified by the Company, the Interconnecting Customer has 15 Business Days to remit payment. If the Interconnecting Customer fails to remit payment within the prescribed time, the Interconnecting Customer has 10 Business Days to cure the failure. If the Interconnecting Customer does not cure the failure within the prescribed time, the Interconnecting Customer loses its queue position and must reapply for interconnection, unless the Interconnecting Customer and the Company agree otherwise.

c) Once the Interconnecting Customer executes the Impact Study Agreement and pays pursuant to the terms thereof, the Company will conduct the Impact Study.

d) If the Interconnecting Customer has not yet selected the generation equipment, the Interconnecting Customer has the right to ask the Company to perform an Impact Study for up to three options of the same generation type and location. However, the cost of the Impact Study will increase in accordance with the complexity of the requested options. Also, the Time Frame for the Impact Study will revert to a mutually agreed upon duration but not to exceed an additional one-third of the allowable Time Frame for each additional option.

e) If the Company determines, in accordance with Good Utility Practice, that the System Modifications to the Company EPS are not substantial, the Impact Study will determine the scope and cost of the modifications as defined in Section 5.0. If the Company determines, in accordance with Good Utility Practice, that the System Modifications to the Company EPS are substantial, the Impact Study will produce an estimate for the modification costs (within ±25%) and a Detailed Study Agreement and cost for Interconnecting Customer's approval. For Facilities requiring completion of an ASO Study, such estimate shall not include any Affected System Owner and/or Affected System Operator costs for studies or necessary system modifications to the Affected System. The Company shall coordinate with the Affected System Operator and/or Affected System Owner and communicate to the Interconnecting Customer the ASO's estimated study and system modification costs. Interconnecting Customer shall be responsible for all actual Affected System Operator and/or Affected System Owner costs, none of which shall be subject to any cost caps or limitations under this Interconnection Tariff.

f) Within the Standard Process are extended Time Frames applicable to Complex Facility Interconnection Applications that will require extensive System Modifications. The Company will inform the Interconnecting Customer within 20 days following the commencement of the Impact study whether the Interconnection

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Application shall be treated as a Complex Project under the Standard Process. The Company shall also conduct a review of the potential need for an ASO Study within 20 days following the commencement of the Impact Study and submit any necessary information to the Affected System Operator and/or Affected System Owner to request a determination.

g) At the conclusion of the Impact Study, an Interconnecting Customer may request and sign an Interconnection Service Agreement. If an Interconnecting Customer chooses to sign an Interconnection Service Agreement following the conclusion of the Impact Study, the Interconnecting Customer agrees to be bound by the ±25% System Modification costs identified in the Impact Study (see 3.4(a)-(e) above). The Company will not be required to provide a construction schedule until after it completes the Detailed Study.

h) Once the Interconnecting Customer executes the Detailed Study Agreement and pays pursuant to the terms thereof, the Company will conduct the Detailed Study.

i) Upon completion of any necessary studies and in the event that the Interconnecting Customer did not exercise the early Interconnection Service Agreement option above, the Company shall send the Interconnecting Customer an executable Interconnection Service Agreement, which will include a quote for any required System Modifications and reasonable Witness Test costs as well as a construction schedule.

j) The Company will provide the Interconnecting Customer with an Interconnection Service Agreement for signature. Time Frames for signing the Interconnection Service Agreement are outlined in Section 3.6.2.

k) If the Interconnecting Customer executes the Interconnection Service Agreement, the Interconnecting Customer will pay costs associated with System Modifications in accordance with the time frames specified in Section 3.6.2.

l) The Interconnecting Customer completes installation and the Company, upon receipt of payment in full, completes any required System Modifications within the mutually agreed upon Time Frame provided in the construction schedule in the Interconnection Service Agreement or Detailed Study as applicable.

m) Interconnecting Customer sends Certificate of Completion to Company. See Attachment 2 of the Interconnection Application.

n) Company inspects completed installation for compliance with requirements. The Company shall require a Witness Test of the Facility as approved by the Company. The Interconnecting Customer will provide a proposed Witness Test and all requisite

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supporting documentation for review by the Company once the Interconnecting Customer has completed the installation of the Facility. Once all requisite information has been provided by the Interconnecting Customer, the Company shall have 8 Business Days to approve the Interconnecting Customer's proposed Witness Test. The Company shall then inform the Interconnecting Customer when it has approved the Witness Test procedures. Once the Witness Test has been approved by the Company, the Interconnecting Customer will call the Company to arrange for the Witness Test. The Company is obligated to complete this Witness Test within 10 Business Days or by mutual agreement upon receipt of the Interconnecting Customer's proposed Witness Test.

o) Assuming the wiring inspection, all Compliance Documentation and/or Witness Test are satisfactory, the Company notifies the Interconnecting Customer in writing that interconnection is authorized and issues the Authorization to Interconnect. If the wiring inspection, Compliance Documentation and/or Witness Test are not satisfactory, the Company has the right to disconnect the Facility, and will provide information to the Interconnecting Customer describing clearly what is required to receive the Authorization to Interconnect. The Company shall issue the Authorization to Interconnect within 5 Business Days from the Interconnecting Customer's satisfaction of the connection requirements (i.e. the wiring inspection, all Compliance Documentation, and the Witness Test) and the Company's installation of the required meter, whichever occurs later. The Interconnecting Customer has no right to operate in parallel until they have received the Authorization to Interconnect.

3.4.1 Group Study Process

a) The Company may form a Group any time it receives more than one Interconnection Application through the Expedited or Standard Process for proposed Facilities in a Common Study Area. The Company will notify Interconnecting Customers prior to the commencement of any individual Impact Study that such Interconnecting Customer's application will be processed as part of a Group ("Group Notification"). The Company may also, in its sole judgment, conduct a study for an Interconnecting Customer's Facility separate from the Group even if such Facility is within the Common Study Area. The Company will accept completed Interconnection Applications in a Common Study Area for a period not to exceed 40 days[3] from the first Group Notification ("Group Window"). The Company, in its sole discretion, may close the Group Window earlier. If an application is not deemed complete

[3] All Time Frames referenced in this section shall, unless otherwise noted, be measured in Business Days.

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within the Group Window, it will not be included in the Group, even if the application was received within the Group Window.

b) The Interconnection Application receipt and review, and all initial screening reviews (preceding an Impact Study) ("Required Reviews"), for each potential Group member is subject to the applicable Time Frames set forth in the Interconnection Tariff, Tables 2 to 4, as applicable. The Time Frames for the Group set forth in this Section 3.4.1 may be affected and/or suspended if there is a Preceding Study, and as otherwise set forth in this Interconnection Tariff.

The Company shall invite all potential Group members to a Group Study scoping meeting to discuss the feasibility of the Group Study ("Scoping Meeting"). The Scoping Meeting will be set by the Company and held within 20 days of the end of the Group Window or the Company's completion of the Required Reviews, whichever is later. The Company reserves the right to add Group members after the Group Window and/or Scoping Meeting for critical or compelling business cases and all Group members will be informed immediately of the changes.

c) Group members shall have 10 days after the Scoping Meeting to notify the Company as to whether the Group member wishes to proceed. If a Group member fails to provide such notice, the Group member's Interconnection Application shall be deemed withdrawn and the Facility will not be included in the Group Study.

Within 2 days after the expiration of the above Time Frame, the Company shall provide notice to the remaining Group members that they have 5 days to opt into an Extended Group Study and provide the Company with the fully executed Extended Group Study Consent Form (Exhibit J). Group consent must be unanimous to proceed with an Extended Group Study.

The Company shall issue the Group Study agreement (Exhibit K) within 15 days of the expiration of the above Extended Group Study opt-in period. There will be no changes or modifications to the scope of the Group Study allowed once the Company sends the Group Study agreement to the Group, except as provided in subsection j) below. The Company may include an attachment to the Group Study agreement with any special conditions or requirements relating to the Group Study. Group members have 15 days to execute the Group Study agreement and submit payment of fees in a form acceptable to the Company.

d) The Company shall not be required to conduct any Group Study without receiving full payment for such study from the Group. Once each Group member executes the Group Study agreement and pays the costs thereof, the Company will conduct the

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Group Study in accordance with the processing Time Frames below provided, however, that the Company may exceed these Time Frames where a Group has elected the Extended Group Study. The Company will provide updates to the Group as soon as practicable if the Company's study will not be completed within the estimated Time Frames below.

Equal to or less than 3 Interconnection Applications with an aggregate Nameplate Capacity of equal to or less than 10 MW and estimated aggregate System Modifications less than $1,500,000.00	100 days
Equal to or less than 5 Interconnection Applications with an aggregate Nameplate Capacity of equal to or less than 25 MW and estimated aggregate System Modifications less than $1,500,000.00	125 days
Over 5 Interconnection Applications, over 25 MW of cumulative Nameplate Capacity, or any Group Study with estimated aggregate System Modifications $1,500,000.00 or more	160 days

Where there are other potentially Affected Systems, and no single Party is in a position to prepare an impact study covering all potentially Affected Systems, the Company will coordinate with the Interconnecting Customer, the Affected System Operator and/or the Affected System Owner but not be responsible for the timing of any studies required to determine the impact of the interconnection request on other potentially Affected Systems. Provisions of this Tariff relating to the conduct of any ASO Study, including those in Section 3.4(b), shall apply to this Section 3.4.1. The Time Frames will be affected if ISO-NE determines that a system Impact Study is required. This will occur if the Interconnecting Customer's Facility is, or group of facilities are, equal to or greater than 5 megawatts ("MW") and may occur if the Interconnecting Customer's Facility is greater than 1 MW.

e) Where there is a preceding Interconnecting Customer(s) with a proposed Facility in an area that becomes the subject of a Group Study, any individual interconnection solution(s) determined by an Impact and/or Detailed Study that would require modifications to the Company's EPS that include feeder reconfigurations or new

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feeders may be superseded by the Group Study interconnection solution. This shall apply when a Group Study solution is being developed as part of an ongoing Group Study (or has been determined by such Group Study) and the Company in its sole discretion, prior to the execution of the preceding Interconnecting Customer's Interconnection Service Agreement, determines that there is a compelling business, engineering, safety or reliability reason for the Group interconnection solution to supersede the individual solution(s). For purposes of the Company's determination under this subsection, a safety or reliability reason may include the avoidance of constructing an individual interconnection solution(s) that will materially conflict with the Group Study solution necessary to accommodate additional DG in the Common Study Area, such that the Company would be required to reconstruct, deconstruct or otherwise materially modify the individual interconnection solution(s). The Company may suspend any applicable Time Frames for the Preceding Study Interconnecting Customer until the Group Study has been completed, including the issuance of an Interconnection Service Agreement.

However, to the extent that the Company has not identified a compelling safety or reliability reason for the Group interconnection solution to supersede an individual solution(s), the Company shall provide an Interconnecting Customer that is the subject of a Preceding Study with a Preceding Study Opt-Out Agreement (Exhibit L). The Preceding Study Interconnecting Customer shall have five (5) days from the date of receipt to return the executed Preceding Study Opt-Out Agreement to the Company. If the Preceding Study Opt-Out Agreement is not executed and returned to the Company in five (5) days, the Preceding Study Interconnecting Customer shall be part of the Group.

f) Interconnecting Customers may be removed from the Group at any time (i) at their request by canceling the Interconnection Application; or (ii) by the Company because of non-conformance with Time Frames or other Interconnection Tariff requirements. It shall be considered a Time Frame non-conformance for any Interconnecting Customer to miss an Interconnection Tariff Time Frame deadline (including, without limitation, payments due under any applicable Group Study and/or Interconnection Service Agreement), and no Group member shall have a cure or extension period of such missed deadline under the Interconnection Tariff unless the Company and all Group members agree to such cure or extension period in writing. In the event of removal from the Group under item (ii) above, the Company will send notice to the Group member and, unless the Group member provides satisfactory evidence within 10 days that either the Group member (1) was in compliance with the Interconnection Tariff requirements prior to the Company's notice, or (2) obtained Group consent for a cure or extension period (provided, in this case, the Company has also consented), the Interconnection Application will be considered withdrawn, any study and

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Interconnection Service Agreement (as applicable) will be considered terminated, and the Interconnecting Customer must submit a new Interconnection Application request if they wish to proceed with a project.

g) Each member of the Group shall pay a percentage of the Group Study cost on the basis of the aggregated system design capacity for each applicant's Facility (in MW AC). The cost for any study(ies) that are not common shall be the sole responsibility of the Group member for whom the study(ies) are required.

h) The Group Study shall be performed such that System Modifications, whether shared or individual, and associated costs shall be determined for the entire Group, along with allocated costs for each member of the Group. Cost allocations shall be assessed on the basis of the aggregated system design capacity for each applicant's Facility (in MW AC) for any Common System Modifications required. For purposes of Common System Modification cost allocations under this section only, and for no other purpose under the Interconnection Tariff, if an Interconnecting Customer proposes an inverter based generation Facility with an integrated energy storage system ("ESS"), and the Company, in its sole discretion, approves the Interconnecting Customer's export limiting scheme for the integrated Facility (i.e., inverter-based generation plus ESS) (if any) ("Maximum Export Capacity"), then the Common System Modification cost allocation for that Facility(ies) will be based on the aggregated system design capacity subject to the Maximum Export Capacity. The Interconnecting Customer must certify its Maximum Export Capacity and provide all necessary documentation for the Company's review prior to the commencement of the Group Study.

The cost for any System Modification(s) that are not common shall be the sole responsibility of the Group member for whom the System Modifications are required. System Modification costs associated with the Group Study shall be subject to Section 5.3 of this Interconnection Tariff. Group member(s) will be responsible to pay any third party cost associated with the interconnection directly to such third parties. The Company will not be responsible to determine cost allocation of these third party costs.

The Company shall not be required to order any of its equipment without receiving adequate payment from the Group, or initiate any construction before it has received full payment from all Group members for such work.

i) Once the Group Study is completed it shall be distributed to the Group, and the Group member(s) shall have 15 days to notify the Company whether they wish to proceed through the remainder of the interconnection process ("Notice Period"). If

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the Company identifies Facilities in the Group that would not require Common System Modifications independent of whether or not the other Group members' Facilities move forward with interconnection, those Interconnecting Customer(s) will move forward with the interconnection process outside of the Group. Provided the Group membership does not change, the Company will send an executable Interconnection Service Agreement to each Group member within 15 days of the end of the Notice Period if the Group has equal to or less than 3 Interconnection Applications, within 25 days if the Group has over 3 but less than or equal to 5 Interconnection Applications, and within 35 days if the Group has more than 5 Interconnection Applications. The Company may include conditions or requirements relating to the Group interconnection (including, without limitation, costs) in the Interconnection Service Agreement in a separate attachment and/or existing attachments.

j) If any Group member requests a project change during the Group interconnection process, any potential need for additional information, documentation, time, fees, or the removal of that project from the Group shall be determined by the Company in accordance with Section 3.5 and the Company-specific technical standards. In addition to the requirements of Section 3.5, project changes that will delay the Group Study or the construction of Common System Modifications, or increase the cost share of such study or modifications for other members (collectively "Member Impact"), will not be allowed for any Group member unless the Company and all Group members agree to the project change(s) in writing, with the limited exception that a project change request that is solely to replace Facility equipment (in-kind, with no other requested changes) because the initially proposed equipment is no longer available will not require Group member consent ("Equipment Exception"). Project change requests will suspend the Company's Time Frame for the applicable step in the interconnection process for the Group and each individual Group member.

1) A Group member will make a project change request by providing the Company with the necessary information and documentation for the Company to evaluate the project change and, except if it is an Equipment Exception, evidence of Group consent to the change request ("Change Request"). Upon receipt of a completed Change Request, the Company will, within 20 days thereof, communicate to the Group member any study requirements, and estimated cost and time frames, if applicable ("Change Study").

2) The Group member shall notify the Company within 10 days whether it will move forward with the Change Study, which notice shall include evidence of Group consent to the Change Study (except if it is an Equipment Exception)

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and payment for the estimated study costs. If the Group member fails to notify the Company in accordance with this provision, the Change Request will be withdrawn, and the Company will continue to process the Group member's Interconnection Application as-is.

3) If the Group member moves forward with the Change Study, the Company will provide notice to the Group member of its determination on the Change Request within 10 days after the completion of any required studies ("Change Request Determination").

i. A Group member with an Equipment Exception Change Request that has been approved by the Company will be responsible for any increased cost of System Modifications (common and individual).

ii. Except as set forth in item i. above, if the Company's determination is that the Change Request is not allowed solely because of Member Impact then the Group member requesting the project change shall either (a) obtain and deliver to the Company evidence of Group consent to the Change Request, or, (b) if the Member Impact is solely increased cost of studies and/or System Modifications, agree, at the individual Group member's sole risk, to pay the entirety of such increase in which case Group consent is not required.

iii. A Group member shall have 10 days from the Change Study Request Determination to notify the Company that it wishes to proceed with the Change Request and, if applicable, to comply with items ii.(a) and ii.(b). If the Group member does not meet the requirements above, the Change Request will be deemed withdrawn, and the Company will continue processing that Group member's Interconnection Application as-is.

k) Time Frame extensions permitted under Section 3.6.2 of this Interconnection Tariff that may result in Member Impact will not be allowed for any Group member unless the Company and all Group members agree to the extension in writing. Extension requests will suspend the Company's Time Frame for the applicable step in the interconnection process for the Group and each individual Group member. A Group member will make a time frame extension request by providing the Company with evidence of Group consent to the extension request along with the necessary information and documentation for the Company to evaluate the extension request ("Extension Request"). The Company will review the completed Extension Request and, within 20 days thereof, either approve or deny the request. If the Company has denied the extension request solely because of Member Impact, the Group member

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requesting the extension shall have 10 days to (i) obtain and deliver to the Company evidence of Group consent to the extension request; or (ii) notice that it withdraws its request, in which case the Company will continue processing that Group member's Interconnection Application as-is (provided the Group member is in compliance with such Time Frames).

l) To the extent that a change to the Group composition requires revised or additional studies, the remaining Group member(s) shall pay their cost, and the completion date of such study shall be re-estimated by the Company. The Company may reassess study costs and Common System Modification costs subsequent to a change in composition of the Group and any increase in such costs must be paid by the remaining Group members.

If a member ceases to belong to the Group for any reason, any payments made to the Group Study or Common System Modification cost from that member shall be non-refundable. Notwithstanding the foregoing, if all members of the Group withdraw from the interconnection process, any Group member may request final accounting of such Group member's System Modification payments pursuant to Section 5.2 of the Interconnection Service Agreement, provided, however, that the Company shall not refund any portion of such costs that have been expended or committed by the Company.

m) Group members understand and agree that the Company is authorized to share each Group member's contact information and project details, except for unredacted versions of one-line diagrams, three-line diagrams, and any other design drawings, with other members participating in the Group. Each Group member shall provide the Company with redacted copies of these diagrams and design drawings that can be shared with the Group in the Company's sole discretion. The Company may, but shall not be required to, copy all Group members on communications sent to or received from any Group member, including, without limitation, pursuant to subsections j) and k) above.

n) Group Exempt Projects:

Interconnecting Customers with an application for a Facility in the Expedited Process may be exempt from the Group Study process and may progress independently from a Group if the application passes all Expedited Process initial review screens and does not require material system modifications resulting from Supplemental Review or any additional engineering study ("Exempt Projects"). For this initial determination only, the screening performed in the Expedited Process will exclude from the base case any project that is part of a Group that has not commenced the Study Agreement Step (as defined below).

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The following additional process for Group Study applies where there are Exempt Projects in the Common Area:

i. The Company retains the right to move an Exempt Project into a Group for compelling business, engineering, safety or reliability reasons prior to delivery of the Interconnection Service Agreement for that project.

ii. Exempt Projects that have completed the application screening review before the Company commences the Group Study Agreement drafting step for the Group ("Study Agreement Step") will be considered as part of the base case for the Group Study; all other Exempt Projects in the Common Area will be placed on hold behind the Group except as otherwise provided herein. The progression of Exempt Projects may impact EPS conditions and/or available capacity and may result in changes to assumptions made and/or conditions presented to the Group prior to the issuance of the Group Study Agreement (such as, without limitation, potential seasonal schedules).

iii. Exempt Projects shall be subject to applicable System Modifications costs, including, without limitation, any common fees determined prior to the issuance of an Interconnection Service Agreement, such as, without limitation, approved Capital Investment Projects (“CIP”) Fees, as approved by the Department pursuant to the Company’s Provisional System Planning Tariff, as amended from time to time.

iv. At the discretion of the Company, when the Group Study evaluation and solution scoping has reached a point of sufficient maturity as to identify the significant portions of the Group's system modifications, the Company may elect to progress one or more Exempt Projects that are otherwise on hold behind the Group if the Company reasonably believes that such progression will not have a material effect on cost or schedule for the Group.

Nothing in this Section shall limit the Company's right to progress a Facility in a Common Area outside of a Group including, without limitation, as authorized under Sections 3.4.1 a) and i).

3.5 Time Frames

The Company and Interconnecting Customer will meet Time Frames for each step in the pertinent interconnection process. The Time Frames provided in this tariff represent a Company or Interconnecting Customer obligation of completion within the relevant Business Days in the Tariff beginning with the next Business Day following the completion of the prior step and concluding with the applicable deliverable in the tariff. All steps with a Time Frame represent a regulatory obligation of the Company where applicable and an Interconnecting Customer obligation to ensure maintaining their place in the interconnection process. Time Frames are

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subject to Force Majeure as provided in Section 3.7 and Parties' extensions as described in Section 3.6.2. The Time Frames in this Tariff for Facilities in an ASO Study will be put on hold for the duration of the ASO Study. ASO Study durations will be determined by the Affected System Operator and/or Affected System Owner conducting the study.

Unless otherwise noted, all Time Frames in the Interconnection Tariff reference Company Business Days. In addition, in the event information has been requested of the Interconnecting Customer, all application time keeping shall commence the next Business Day following receipt of information from the Interconnecting Customer.

If an Interconnecting Customer requests a project change during the interconnection process prior to the execution of the Interconnection Service Agreement, and if the Company determines the change is "significant", the Interconnecting Customer will be required to submit a new Interconnection Application with associated fees and the revised project shall be placed at the end of the project queue. If the Company determines the change results in "moderate" alterations to the project, the Interconnecting Customer will be required to resubmit their Interconnection Application with all updated information. For proposed changes with "moderate" impacts on the project, the Company shall determine whether additional fees are required. While the Interconnecting Customer will not have to reapply and start the Interconnection Application process over, the Company will reset the Study Time Frame to the beginning, but endeavor to complete the Study earlier than that allotted time. "Significant" and "moderate" shall be defined by the Company-specific technical standards. Notwithstanding the foregoing, any changes to the Interconnecting Customer's application after an ASO Study has commenced may result in delays to the ASO Study and/or removal of the application from the ASO Study in accordance with the ASO's policies and procedures.

If the Interconnecting Customer requests that the Company study "significant" alternative equipment or changes the capacity of the interconnecting Facility that requires Company restudying, subsequent to an executed Interconnection Service Agreement, the Company and Interconnecting Customer will determine a mutually agreed to Time Frame and applicable fees/costs covered by the Interconnecting Customer. "Significant" shall be defined by the Company-specific technical standards.

Any expansion of a Facility with an executed Interconnection Service Agreement will require an amendment (not a new, separate Interconnection Service Agreement) to accommodate the full Facility nameplate capacity and update technical standards, operational and other requirements applicable to the Facility ("Expansion Amendment"). Facility expansions, only for the purposes of this provision and determining whether an amendment constitutes an Expansion Amendment, shall mean and include the increase of a Facility's capacity as a result of the installation and construction of new and additional Facility equipment or appurtenances. Without limitation, and by way of examples only, the following changes will not constitute a Facility expansion even if the nameplate capacity of the Facility increases after such change: the addition of a technology type that is different than the Facility

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(for example, adding ESS to a solar facility), the replacement of existing equipment, and changes to limiting elements or operational requirements that allow the Facility to operate (or export) at a higher generating capacity (such as a change to derated equipment or other export/import control requirements). Nothing contained in this provision shall require the Company to issue, or limit the Company from issuing, an amendment to an Interconnection Service Agreement to address other Facility changes, which will be determined by the Company in its sole discretion. "Simplified" process facilities that expand will require a new (not amended) Conditional Approval (Exhibit A) for the full Facility capacity that will replace any prior approvals.

Table 1 lays out the maximum Time Frames allowed under the Simplified Process. Table 2 laysout the maximum Time Frames allowed under the Expedited Process. Table 3 lays out the maximum Time Frames allowed under the Standard Process.

Table 4 lays out the maximum Time Frames allowed under the Standard Process for Projects deemed to be Complex Projects.

The Time Frame for each step is stopped when awaiting information from Interconnecting Customers and/or Affected System Operators. Any delays caused by Interconnecting Customer or an Affected System Operator will interrupt the applicable Time Frame.

For the Expedited and Standard processes, if the Interconnecting Customer does not initiate construction within twelve (12) months of signing the Interconnection Service Agreement, the Company may require the Interconnecting Customer to provide evidence that the project is moving toward construction. In the event that the Interconnecting Customer cannot provide such evidence, the Company reserves the right to require additional study or require the Interconnecting Customer to reapply for interconnection. Situations that could trigger enforcement of this time limit are: (1) material changes on the distribution circuits (e.g., load changes, circuit reconfiguration) or (2) a second application for interconnection received by the Company on a circuit from the same substation. The same rights of the Company to require the Interconnecting Customer to reapply for interconnection pertains if the Interconnecting Customer, after initiating construction, does not complete construction within twenty-four months. Notwithstanding these maximum Time Frames, the Company shall endeavor to meet the Interconnecting Customer's needs. However, the Company will be required to retain the work previously performed in order to reduce the initial and Supplemental Review costs incurred for a period of no less than 1 year.

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3.6 Interconnection Application and Facility Construction Time Frame Management

3.6.1 Initial Withdrawal Process (one time event within 2-3 months after DPU Order, D.P.U. 11-75-E issued on March 13, 2013)

For those Interconnecting Customers with Interconnection Applications pending on the effective date of these tariff revisions, at any stage in the Interconnection Application or Facility construction process, if a Company has not had contact with an Interconnecting Customer for more than 30 Business Days, the Company shall contact, via letter and email or telephone if the Company does not have an email address for the Interconnecting Customer, the Interconnecting Customer, alternative contact(s), and the most recent point of contact. The Company must note in this communication that, in the event the Interconnecting Customer does not contact the Company within 30 Business Days, the Interconnecting Customer's Interconnection Application will be considered withdrawn as authorized by the Department and that, if the Interconnecting Customer wished to pursue interconnection in the future, he/she would need to reapply. If the Interconnecting Customer responds, the Interconnection Application shall follow the On-Going Interconnecting Customer Time Frame Compliance set out below. If the Interconnecting Customer does not contact the Company within the allotted 30 Business Days, the Interconnection Application shall be considered withdrawn and, any fees paid shall not be refunded. However, the Company will be required to retain the work previously performed in order to reduce the initial and Supplemental Review costs incurred for a period of no less than 1 year.

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3.6.2 On-Going Interconnecting Customer Time Frame Compliance

A request from the Company to an Interconnecting Customer for information will allow the greater of 15 Business Days or half the allotted time within the step for the Interconnecting Customer to respond. A request from the Company to an Interconnecting Customer for a signature for any study agreement (i.e., Supplemental Review, Impact Study, or Detailed Study) will allow 15 Business Days for the Interconnecting Customer to respond. In the event that an Interconnecting Customer misses a deadline under the time allotted above, the Company shall notify the Interconnecting Customer via email of the missed deadline and that the Interconnecting Customer will be given 10 Business Days to cure the failure or request an extension. If the Interconnecting Customer requests an extension, he/she will be granted one extension equal to the length of the Time Frame for that step of the Interconnection Application or Facility construction process. Additionally, for non-solar Facilities, additional extensions for cause will be allowed pursuant to a mutual agreement between the Company and the Interconnecting Customer.

The following provisions regarding Time Frame extensions are solely applicable to Solar Facilities provided, however, that the following provisions shall not apply to any schedule associated with an Affected System Operator Study or Affected System modifications.

a) The Interconnecting Customer may request an additional extension period of 30 Business Days if the Interconnecting Customer cannot meet a request for information related to the engineering studies and reviews being performed by the Company within the relevant Time Frame because the information requested is held by a third party (i.e., equipment manufacturer) and such information cannot be obtained by the Interconnecting Customer despite reasonable efforts to do so. The Interconnecting Customer may request such an extension up to two times prior to the Company's provision of an Interconnection Service Agreement to the Interconnecting Customer or prior to the completion of the Detailed Study if the Interconnecting Customer elected to accelerate execution of the Interconnection Service Agreement pursuant to Section 3.4(g). There shall be no additional fee for an extension under this provision.

b) Once during the interconnection process, an Interconnecting Customer seeking to interconnect a Solar Facility may request an additional extension period of six months for legal challenges related to the Facility. The Interconnecting Customer shall submit a Certification that a governmental permit or approval for the Facility is subject to a pending legal challenge prior to the Time Frame deadline or during the initial Time Frame extension period described above. This additional extension period for legal challenges terminates at the end of the legal challenge or six months after the first day of this additional extension period, whichever comes first. Thereshall be no additional fee for an extension under this provision.

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c) Once during the interconnection process, an Interconnecting Customer of a Public Facility seeking to interconnect a Solar Facility may request an additional extension period of six months by certifying to the Company that one or more of the following situations exists: (1) a town meeting vote is required for the Public Facility; (2) special legislation is required in relation to the Public Facility; or (3) any approval for the Public Facility is necessary under Article 97 of the Massachusetts Constitution. The additional extension period for Public Facilities shall terminate at the end of the governmental process specified above or six months after the first day of the additional extension period for Public Facilities, whichever comes first. There shall be no additional fee for an extension under this provision. Pursuant to this provision, Certification shall consist of a written statement based on knowledge, information, and belief that the relevant claims are true.

In the event that the Interconnecting Customer requests an extension by one of the methods described above within 1/3 of the expiration of the end of a step Time Frame, the Company shall receive an additional number of days to complete the step, equal to 1/3 of the total Company Time Frame for that step in the Interconnection Application, to complete its obligations. Notwithstanding the foregoing, all Time Frames may be extended by mutual agreement.

The Company shall track all extensions granted under this Section.

In the event that an Interconnecting Customer fails to meet his/her obligations under the Time Frame extensions, the Interconnection Application shall be considered withdrawn, and, if the Interconnecting Customer determines to move forward, he/she would need to reapply for interconnection. Any fees paid shall not be refunded.

Interconnecting Customers will have 20 Business Days to sign an Interconnection Service Agreement provided by the Company or provide comments to the Company on the Interconnection Service Agreement, or the Interconnection Application shall be considered withdrawn and the Interconnecting Customer would need to reapply for interconnection. Further, any fees paid will not be refunded. If the Interconnecting Customer provides comments, the Interconnecting Customer and the Company will have 30 Business Days to resolve issues presented in the comments. After 30 Business Days, if there is no resolution and no request from the Interconnecting Customer for ADR, the Interconnection Application will be considered withdrawn and the Interconnecting Customer would need to reapply for interconnection. Any fees paid will not be refunded.

Interconnecting Customers shall not be required to pay any costs related to Company infrastructure upgrades or System Modifications upon execution of the Interconnection Service Agreement (or once the Interconnecting Customer receives the construction schedule). Interconnecting Customers shall have 60 Business Days from the date of the Interconnecting Customer's execution of an Interconnection Service Agreement to make a first installment payment of 25 percent of those costs. If the Company fails to sign the Interconnection Service

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Agreement within 15 Business Days after receipt of the first installment payment by an Interconnecting Customer, the Interconnection Service Agreement shall be deemed accepted bythe Company as of the 15th Business Days after receipt of the first installment payment. If anInterconnecting Customer pays such costs within the 60 Business Day Time Frame, the Interconnecting Customer shall have an additional 120 Business Days from the earlier of the date of receipt of the first payment or 60 Business Days from the date of the Interconnecting Customer's execution of an Interconnection Service Agreement to pay the remainder of the costs. If a Time Frame extension pursuant to Section 3.6.2(b) or 3.6.2(c) is applied to any payment deadline, full payment shall be due at termination of the extension. Construction estimates are valid for 60 Business Days from when they are delivered to the Interconnecting Customer. If an Interconnecting Customer payment is not received within 60 Business Days of receiving the Interconnection Service Agreement in the Expedited Process, or the Impact Study in the Standard Process, the Company has the right to reassess construction costs and Time Frames. In the event that the Interconnecting Customer fails to pay the Company within the Time Frame required by this provision (or within any extension to such Time Frame as authorized in this Section), the Interconnecting Customer's Interconnection Application and Interconnection Service Agreement will be cancelled automatically, with no cure period, and Interconnecting Customer's interconnection queue position will be lost. Further, any fees paid will not be refunded. The construction schedule will commence once the Interconnecting Customer's financial payment has been made in full. The Company's obligation to the construction schedule (as it appears in either the Interconnection Service Agreement or the Detailed Study, if the Interconnecting Customer has opted to sign the Interconnection Service Agreement without a Detailed Study) begins on the next Business Day after the Company receives full payment for such construction.

It should be noted that the Company is not required to conduct the Detailed Study or order any of its equipment without receiving adequate payment from the Interconnecting Customer nor will it be required to initiate any construction before it has received full payment from the Interconnecting Customer. The timing of the payments is likely to have an impact on the construction schedule.

For a limited modification to the payment schedule for Capital Investment Projects ("CIPs") approved in D.P.U. 22-170 (Monson-Palmer- Longmeadow (East) CIP), D.P.U. 23-06 (Gardner-Winchendon CIP), D.P.U. 23-09 (Barre-Athol CIP), and D.P.U. 23-12 (Spencer-Rutland CIP), refer to Exhibit G.

3.7 Force Majeure

a) If a Force Majeure Event prevents a Party from fulfilling any obligations under this Interconnection Tariff, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will 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 will be entitled to suspend or modify its performance of obligations under this Interconnection Tariff, other than the obligation to make payments then due or becoming due under this Interconnection

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Tariff, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party willuse reasonable efforts to resume its performance as soon as possible. In no event will the unavailability or inability to obtain funds constitute a Force Majeure Event.

b) Changes in local, state or federal laws, regulations or policy relating to distributed generation or distributed generation price changes will not constitute an event of Force Majeure, but if they have substantial impact on a Company's ability to meet Time Frames such changes should constitute a mitigating factor in the measurement or enforcement of Company Time Frames, for example through a Service Quality Metric or alternate enforcement mechanism established by the Department pursuant to Section 49 of Chapter 209 of the Laws of 2012.

3.8 Time Frame Notification

An Interconnecting Customer may request a review of Time Frame compliance at any time in the interconnection process or at each stage of the interconnection process if a Time Frame deadline has been missed. The Company will provide, via email, a response to the request within 10 Business Days and provide, if a Time Frame deadline was missed, the reason for the missed deadline and the expected date the process step will be completed.

3.9 Application Fee Refund

a) Within 30 Business Days of the Company's delivery of an executable ISA to the Interconnecting Customer, an Interconnecting Customer may claim that the Company exceeded the aggregate maximum number of Business Days the Company is allowed by the Tariff to deliver an executable Interconnection Service Agreement commencing from the date an application is received ("Aggregate Allowed Tariff Time Frame"). The Customer shall provide the Company with written notice of the basis for any such claim.

b) Within 10 Business Days after the Company receives an Interconnecting Customer's written claim made in accordance with Section 3.9 a) (commencing on the next Business Day after such claim is received), the Company will review the Interconnecting Customer's documentation of non-compliance and make a determination as to whether it exceeded the Aggregate Allowed Tariff Time Frame. In communicating its determination to the Interconnecting Customer, the Company shall provide the Interconnecting Customer with written notice of the basis for its determination.

c) If the amount of time expended is still in dispute, the disputed data will be presented to the Department's distributed generation Ombudsperson for review. If either party is aggrieved by the decision of the Ombudsperson, either party may invoke the Dispute Resolution Process in Section 9.0 of the Interconnection Tariff within 10 Business Days of such decision.

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d) If it is determined in accordance with the above procedures that the Company has not complied with the Aggregate Allowed Tariff Time Frame, it shall process a refund of the Interconnecting Customer's application fee within 30 Business Days following the final determination of non-compliance.

e) Nothing in Section 3.6 (Interconnection Application and Facility Construction Time Frame Management) shall prevent an Interconnecting Customer from pursuing an application fee refund in accordance with this Section 3.9.

3.10 Fee Schedules

Table 6 lays out the fees required for Interconnecting Customers to apply for interconnection.

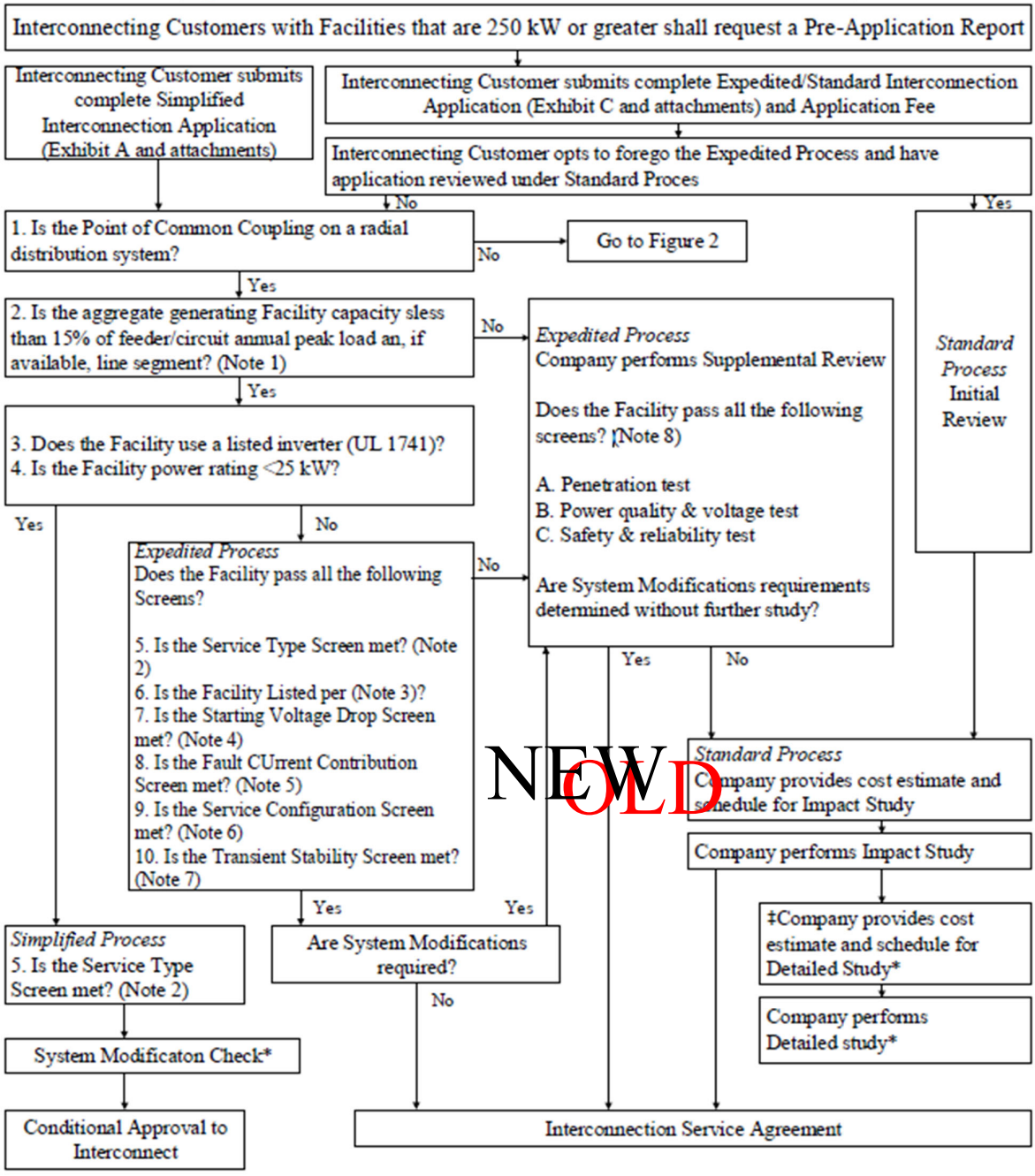
Section 3 Figures and Tables

Figures 1-2 are the Interconnection process flows. Tables 1-5 are the process Time Frames. Table 6 lays out the fees required for Interconnecting Customers to apply for interconnection.

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Figure 1 - Schematic of Massachusetts DG Interconnection Process



*Only if required
‡If a Detailed Study is required, the Interconnecting Customer may request an Interconnection Service Agreement before the Detailed Study is completed. Refer to Section 3.4.

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Explanatory Notes to Accompany Figure 1
Note 1. On a typical radial distribution EPS circuit ("feeder") the annual peak load is measured at the substation circuit breaker, which corresponds to the supply point of the circuit. A circuit may also be supplied from a tap on a higher-voltage line, sometimes called a subtransmission line. On more complex radial EPSs, where bidirectional power flow is possible due to alternative circuit supply options ("loop service"), the normal supply point is the loop tap.

Note 2. This screen includes a review of the type of electrical service provided to the Interconnecting Customer, including the service transformer configuration and service type to limit the potential for creating unacceptable voltage imbalance, over-voltage or under-voltage conditions, or service equipment overloads on the Company EPS due to a mismatch between the size and phasing of the energy source, the service loads fed from the service transformer(s), and the service equipment ratings.

Note 3. A Listed Facility has successfully passed all pertinent tests to conform with IEEE Standard 1547. IEEE Standard 1547 includes design specifications, operational requirements, and a list of tests that are required for Facilities. IEEE Standard 1547.1 describes how to conduct tests to show compliance with provisions of IEEE Standard 1547. To meet Screen 3 or 4, Interconnecting Customers must provide information or documentation that demonstrates how the Facility is in compliance with the IEEE Standard 1547.1. A Facility will be deemed to be in compliance with the IEEE Standard 1547.1 if the Company previously determined it was in compliance. Interconnecting Customers who can demonstrate Facility compliance with IEEE Standard 1547.1, with the testing done by a nationally recognized testing laboratory, will be eligible for the Expedited Process, and may be eligible for the Simplified Process upon review by the Company.

Massachusetts has adopted UL1741 (Inverters, Converters and Charge Controllers for Use in Independent Power Systems) and UL2200 (Stationary Engine Generator Assemblies) as the standard for power systems to comply with IEEE Std 1547 and 1547.1. Equipment listed to UL1741 or UL2200 by a nationally recognized testing laboratory will be considered in compliance with IEEE Std 1547 and 1547.1. An Interconnecting Customer should contact the Facility supplier(s) to determine if it has been listed to either of these standards.

Note 4. This Screen only applies to Facilities that start by motoring the generating unit(s) or the act of connecting synchronous generators. The voltage drops should be less than the criteria below. There are two options in determining whether Starting Voltage Drop could be a problem. The option to be used is at the Company's discretion:

> Option 1: The Company may determine that the Facility's starting inrush current is equal to or less than the continuous ampere rating of the Facility's service equipment.

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Option 2: The Company may determine the impedances of the service distribution transformer (if present) and the secondary conductors to the Facility's service equipment and perform a voltage drop calculation. Alternatively, the Company may use tables or nomographs to determine the voltage drop. Voltage drops caused by starting a generating unit as a motor must be less than 2.5% for primary interconnections and 5% for secondary interconnections.

Note 5. The purpose of this Screen is to ensure that fault (short-circuit) current contributions from all Facilities will have no significant impact on the Company's protective devices and EPS. All of the following criteria must be met when applicable:

a) The proposed Facility, in aggregation with other generation on the distribution circuit, will not contribute more than 10% to the distribution circuit's maximum fault current under normal operating conditions at the point on the high voltage (primary) level nearest the proposed PCC.

b) The proposed Facility, in aggregate with other generation on the distribution circuit, will not cause any distribution protective devices and equipment (including but not limited to substation breakers, fuse cutouts, and line reclosers), or Interconnecting Customer equipment on the EPS to exceed 85% of the short-circuit interrupting capability. In addition, the proposed Facility will not be installed on a circuit that already exceeds 85% of the short-circuit interrupting capability.

c) When measured at the secondary side (low side) of a shared distribution transformer, the short-circuit contribution of the proposed Facility must be less than or equal to 2.5% of the interrupting rating of the Company's service equipment.

Coordination of fault-current protection devices and systems will be examined as part of this Screen.

Note 6. 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 Company EPS due to a loss of ground during the operating time of any anti-islanding function.

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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

If the proposed generator is to be interconnected on a single-phase transformer shared secondary, the aggregate generation capacity on the shared secondary, including the proposed generator, will not exceed 25 kilovolt-ampere ("kVA"). The Company may accept a higher limit on the condition that voltage control capabilities be added to the generator.

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

Note 7. The proposed Facility, in aggregate with other Facilities interconnected to the distribution low voltage side of the substation transformer feeding the distribution circuit where the Facility proposes to interconnect, will 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., 3 or 4 transmission voltage level buses from the PCC).

Note 8. Below are the three Screens that are included in the Company's Supplemental Review of an Expedited Project.

The Supplemental Review consists of Supplemental Review Screens A through C. If any of the Screens are not passed, a quick review of the failed Screen(s) will determine the requirements to address the failure(s) or that an Impact Study is required. In certain instances, the Company may be able to identify the necessary solution and determine that an Impact Study is unnecessary. Some examples of solutions that may be available to mitigate the impact of a failed Screen are:

i) Replacing a fixed capacitor bank with a switched capacitor bank

ii) Adjustment of line regulation settings

iii) Simple reconfiguration of the distribution circuit

Screen A: Penetration Test

Where 12 months of line section minimum load data is available, can be calculated, can be estimated from existing data, or determined from a power flow model, is the aggregate

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Generating Facility capacity on the Line Section less than 100% of the minimum load for all line sections bounded by automatic sectionalizing devices upstream of the Generating Facility?

□ If yes (pass), continue to Screen B.
□ If no (fail), a quick review of the failure may determine the requirements to address the failure and, if so, continue to Screen B; otherwise Interconnecting Customer will go to the Standard Process.

Note 1: The type of generation will be taken into account when calculating, estimating, or determining circuit or Line Section minimum load relevant for the application of this screen. Solar generation systems with no battery storage use daytime minimum load (i.e. 10 am to 4 pm for fixed panel systems and 8 am to 6 pm for PV systems utilizing tracking systems), while all other generation uses absolute minimum load.

Note 2: Distribution Provider 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.

Significance: Penetration of Generating Facility installations that does not result in power flow from the circuit back toward the substation will have a minimal impact on equipment loading, operation, and protection of the Distribution System.

Screen B: Power Quality and Voltage Tests

In aggregate with existing generation on the line section,

a) Can it be determined within the Supplemental Review that the voltage regulation on the line section can be maintained in compliance with current voltage regulation requirements under all system conditions?

b) Can it be determined within the Supplemental Review that the voltage fluctuation is within acceptable limits as defined by IEEE 1453 or utility practice similar to IEEE1453?

c) Can it be determined within the Supplemental Review that the harmonic levels meet IEEE 519 limits at the Point of Common Coupling (PCC)?

□ If yes to all of the above (pass), continue to Screen C.
□ If no to any of the above (fail), a quick review of the failure may determine the requirements to address the failure and, if so, continue to

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Screen C; otherwise the Interconnecting Customer will go to the Standard Process.

Significance: Adverse voltages and undesirable interference may be experienced by other Customers on Distribution Provider's Distribution System caused by operation of the Generating Facility(ies).

Screen C: Safety and Reliability Tests

Does the location of the proposed Generating Facility or the aggregate generation capacity on the Line Section create impacts to safety or reliability that cannot be adequately addressed without a group or Impact Study?

□ If yes (fail), review of the failure may determine the requirements to address the failure; otherwise the Interconnecting Customer will go to the Standard Process.
□ If no (pass), Supplemental Review is complete.

Significance: In the safety and reliability test, there are several factors that may affect the nature and performance of an Interconnection. These include, but are not limited to:

i) Generation energy source
ii) Modes of synchronization
iii) Unique system topology
iv) Possible impacts to critical load Customers
v) Possible safety impacts

The specific combination of these factors will determine if any system study requirements are needed. The following are some examples of the items that may be considered under this screen:

i) Does the Line Section have significant minimum loading levels dominated by a small number of Customers (i.e. several large commercial Customers)?
ii) Is there an even or uneven distribution of loading along the feeder?
iii) Is the proposed Generating Facility located in close proximity to the substation (i.e. <2.5 electrical line miles), and is the distribution line from the substation to the Customer composed of large conductor/cable (i.e. 600A class cable)?

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iv) Does the Generating Facility incorporate 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?

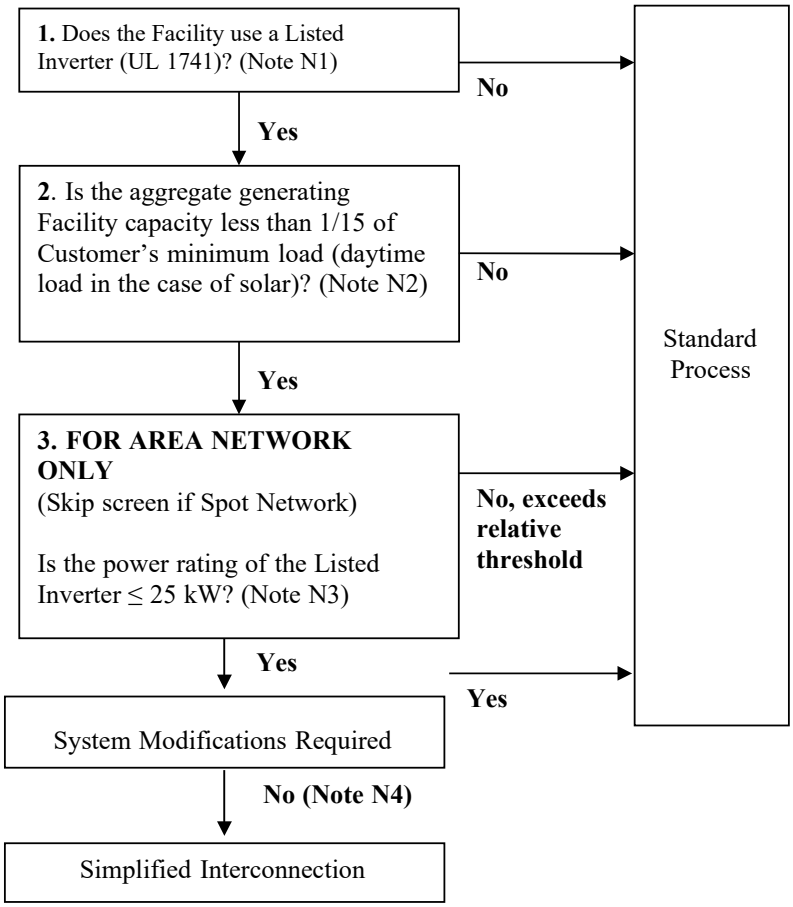
v) Is operational flexibility reduced by the proposed Generating Facility, such that transfer of the line section(s) of the Generating Facility to a neighboring distribution circuit/substation may trigger overloads or voltage issues?

vi) Does the Generating Facility utilize UL 1741/IEEE 1547 Certified anti-islanding functions and equipment?

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Figure 2 – Simplified Interconnection to Networks



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Explanatory Notes to Accompany Figure 2

Note N1. A Listed Facility has successfully passed all pertinent tests to conform with IEEE Standard 1547. IEEE Standard 1547 includes design specifications, operational requirements, and a list of tests that are required for Facilities. IEEE Standard 1547.1 describes how to conduct tests to show compliance with provisions of IEEE Standard 1547. To meet Screen 3 or 4, Interconnecting Customers must provide information or documentation that demonstrates how the Facility is in compliance with the IEEE Standard 1547.1 A Facility will be deemed to be in compliance with the IEEE Standard 1547.1 if the Company previously determined it was in compliance. Interconnecting Customers who can demonstrate Facility compliance with IEEE Standard 1547.1, with the testing done by a nationally recognized testing laboratory, will be eligible for the Expedited Process, and may be eligible for the Simplified Process upon review by the Company.

Massachusetts has adopted UL1741 (Inverters, Converters and Charge Controllers for Use in Independent Power Systems) and UL2200 (Stationary Engine Generator Assemblies) as the standard for power systems to comply with IEEE Standard 1547 and 1547.1. Equipment listed to UL1741 or UL2200 by a nationally recognized testing laboratory will be considered in compliance with IEEE Standard 1547 and 1547.1. An Interconnecting Customer should contact the Facility supplier(s) to determine if it has been listed to either of these standards.

Note N2. This screen is to ensure that the proposed generator will not exceed 1/15 of the Interconnecting Customer's load. The Company may require an interval meter to be installed in order to determine the Interconnecting Customer minimum load. For a Solar Facility, only load during daylight hours (while the Solar Facility may be generating) should be used to determine the Interconnecting Customer's minimum load.

Note N3. This screen is used only for facilities applying for interconnection on an area network. If the proposed facility is supplied from a Spot Network, this screen should be ignored and the analysis should continue to the system modification check.

Note N4. Subject to Section 3.1.1(c).

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Table 1 – Simplified Process Radial Distribution Circuit Time Frames (Note 1)

	Simplified Process
Eligible Facilities	Listed Small Inverter
Acknowledge Receipt of Application (Note 2)	(3 days)
Review Application for Completeness	10 days
Complete Review of All Screens	15 days (20 Days) (Note 3)
Complete Supplemental Review (if needed)	N/A
Complete Standard Process Initial Review	N/A
Send Follow-on Studies Cost/Agreement	N/A
Complete Impact Study (if needed)	N/A
Complete Detailed Study (if needed)	N/A
Send Executable Agreement (Note 4)	Done. The agreement is part of the application.
Total Maximum Days (Note 5)	25 days (30 days in the case of failure of Screen #5)
Construction Schedule	By Mutual Agreement
Witness Test	Within 10 days from receipt of the Certificate of Completion or by mutual agreement

Table 1 – Simplified Process Time Frames – Explanatory Notes

Note 1. All days listed are in Business Days. In addition, in the event information has been requested of the Interconnecting Customer, all application Time Frames shall commence the next Business Day following receipt of information from the Interconnecting Customer. All Time Frames may be extended by mutual agreement. Any delays caused by Interconnecting Customer will interrupt the applicable Time Frame. A Force Majeure Event, affecting either the Company or the Interconnecting Customer, shall suspend the applicable Time Frame(s). The provisions in Section 3.6.2 regarding Interconnection Application and Interconnecting Customer-requested

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Time Frame extensions shall also suspend the Time Frames. Pursuant to the above provisions, the Company shall withdraw an Interconnection Application as authorized by the Department.

Note 2. The 3 Business Days the Company has to acknowledge receipt of the Interconnecting Customer's Interconnection Application is included within the 10 Business Day Time Frame for the Company to review the Interconnection Application's completeness.

Note 3. In the event that the Interconnection Application fails Screen #5 in Figure 1 of the Interconnection Tariff, it shall not automatically be evaluated under the Expedited Process. The Company shall have 20 Business Days to review an application where the Facility has failed Screen #5 in Figure 1.

Note 4. Company delivers an executable agreement form. Once the Interconnection Service Agreement is delivered by the Company, any further modification and timetable will be established by mutual agreement.

Note 5. Review Application for Completeness (10 days, which includes 3 days to Acknowledge Receipt of Application) + Complete Review of All Screens and Send Executable Agreement (15 days from the notification of completeness to review all screens and send an Executable Agreement, which could be up to 20 days if the application fails Screen #5).

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Table 2 - Expedited Process Time Frames (Note 1)

	Expedited
Eligible Facilities	Listed DG
Acknowledge Receipt of Application (Note 2)	(3 days)
Review Application for Completeness	10 days
Complete Review of All Screens	25 days
Complete Supplemental Review (if needed) (Note 3)	20 days or Standard Process
Complete Standard Process Initial Review	N/A
Send Follow-on Studies Cost/Agreement	N/A
Complete Impact Study (if needed)	N/A
Complete Detailed Study (if needed)	N/A
Send Executable Agreement (Note 4)	10 days
Total Maximum Days (Note 5)	45 days (65 days if Supplemental Review is required)
Construction Schedule	By Mutual Agreement
Witness Test	Within 10 days from receipt of the Certificate of Completion or by mutual agreement

Table 2 – Expedited Process Time Frames – Explanatory Notes

Note 1. All Time Frames for any Group Study shall be as set forth in Section 3.4.1 All days listed apply to Company Business Days. In addition, in the event information has been requested of the Interconnecting Customer, all application Time Frames shall commence the next Business Day following receipt of information from the Interconnecting Customer. All Time Frames may be extended by mutual agreement. Any delays caused by Interconnecting Customer will interrupt the applicable Time Frame. A Force Majeure Event, affecting either the Company or

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the Interconnecting Customer, shall suspend the applicable Time Frame(s). The provisions in Section 3.6.2 regarding Interconnection Application and Interconnecting Customer-requested Time Frame extensions shall also suspend the Time Frames. Pursuant to the above provisions, the Company shall withdraw an Interconnection Application as authorized by the Department. The Time Frames in Table 2 will be affected if ISO-NE determines that a system Impact Study is required. This will occur if the Interconnecting Customer's Facility is equal to or greater than 5 megawatts (MW) and may occur if the Interconnecting Customer's Facility is greater than 1 megawatt (MW). In accordance with Section I.3.9 of the ISO New England Inc. Transmission, Markets, and Services Tariff, Facilities proceeding through the Expedited Process shall be evaluated for significant effect on Affected Systems. If the results of any screens or internal studies identify potentially Affected Systems, or it is determined that the Facility, in aggregate with other generation capacity on the Company EPS, may result in an adverse impact to Affected Systems, the Company may require that the Facility be reviewed under Section 3.4(b) of the Standard Process.

Note 2. The 3 Business Days the Company has to acknowledge receipt of the Interconnecting Customer's Interconnection Application is included within the 10 business day Time Frame for the Company to review the Interconnection Application's completeness.

Note 3. In the event that an Interconnection Application in the Expedited Process fails the Review Screens in Figure 1 and/or the Supplemental Review, it shall be reviewed under the Standard Process following Standard Process Time Frames.

Note 4. Company delivers an executable agreement form. Once the Interconnection Service Agreement is delivered by the Company, any further modification and timetable will be established by mutual agreement.

Note 5. Explanatory Note: Review Application for Completeness (10 days, which includes 3 days to Acknowledge Receipt of Application) + Complete Review of All Screens (25 days) + Complete Supplemental Review (if needed, 20 days or Standard Process) + Send Executable Agreement (10 days) = 45 to 65 total aggregate days.

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Table 3 – Standard Process Time Frames (Note 1)

	Standard
Eligible Facilities	Any DG
Acknowledge Receipt of Application (Note 2)	(3 days)
Review Application for Completeness	10 days
Complete Review of All Screens	N/A
Complete Supplemental Review (if needed)	N/A
Complete Standard Process Initial Review	20 days
Send Impact Study Agreement	5 days
Complete Impact Study (if needed) (Note 3)	55 days
Complete Detailed Study (if needed) (Note 3)	30 days
Send Executable Agreement (Note 4)	15 days
Total Maximum Days (Note 5)	135 days (160 days if the application starts in the Expedited process)
Construction Schedule	By Mutual Agreement
Witness Test	See Section 3.4(n)

Table 3 – Standard Process Time Frames – Explanatory Notes

Note 1. All Time Frames for any Group Study shall be as set forth in Section 3.4.1. All days listed apply to Company Business Days. In addition, in the event information has been requested of the Interconnecting Customer, all application Time Frames shall commence the next Business Day following receipt of information from the Interconnecting Customer. All Time Frames may be extended by mutual agreement. Any delays caused by Interconnecting Customer will interrupt the applicable Time Frame. A Force Majeure Event, affecting either the Company or the Interconnecting Customer, shall suspend the applicable Time Frame(s). The provisions in

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Section 3.6.2 regarding Interconnection Application and Interconnecting Customer-requested Time Frame extensions shall also suspend the Time Frames. Pursuant to the above provisions, the Company shall withdraw an Interconnection Application as authorized by the Department. The Time Frames in Table 3 will be affected if ISO-NE determines that a system Impact Study is required. This will occur if the Interconnecting Customer's Facility is, or group of facilities are, equal to or greater than 5 MW and may occur if the Interconnecting Customer's Facility is greater than 1 MW.

Note 2. The 3 Business Days the Company has to acknowledge receipt of the Interconnecting Customer's Interconnection Application is included within the 10 Business Day Time Frame for the Company to review the Interconnection Application's completeness.

Note 3. Time Frames for any Impact or Detailed Study represent the time allowed to complete the final versions of the associated studies, not draft versions. Time Frames for any Group Study shall be as set forth in Section 3.4.1.

Note 4. Company delivers an executable agreement form. Once the Interconnection Service Agreement is delivered by the Company, any further modification and timetable will be established by mutual agreement.

Note 5. Review Application for Completeness (10 days, includes 3 days to Acknowledge Receipt of Application) + Complete Standard Process Initial Review (20 days) + Send Impact Study Agreement (5 days) + Complete Impact Study (if needed, 55 days) + Complete Detailed Study (if needed, 30 days) + Send Executable Agreement (15 days) = 135 total aggregate days. The 160 day total maximum time frame applies to an Interconnecting Customer application that starts in the Expedited process.

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Table 4 – Standard Process Complex Projects Time Frames (Note 1)

	Standard Process Complex Projects
Eligible Facilities	Any DG (Note 2)
Acknowledge Receipt of Application (Note 3)	(3 days)
Review Application for Completeness	10 days
Complete Review of All Screens	N/A
Complete Supplemental Review (if needed)	N/A
Complete Standard Process Initial Review	20 days
Send Impact Study Agreement	5 days
Complete Impact Study (if needed)	(Note 4)
Complete Detailed Study (if needed)	(Note 5)
Send Executable Agreement(Note 6)	15 days
Total Maximum Days (Note 7)	200 or more days as determined by required System Modifications
Construction Schedule	By Mutual Agreement
Witness Test	See Section 3.4(n)

Table 4 – Standard Process Complex Projects Time Frames – Explanatory Notes

Note 1. All Time Frames for any Group Study shall be as set forth in Section 3.4.1. All days listed apply to Company Business Days. In addition, in the event information has been requested of the Interconnecting Customer, all application Time Frames shall commence the next Business Day following receipt of information from the Interconnecting Customer. Any delays caused by Interconnecting Customer will interrupt the applicable Time Frame. A Force Majeure Event, affecting either the Company or the Interconnecting Customer, shall suspend the applicable Time Frame(s). The provisions in Section 3.6.2 regarding Interconnection Application and Interconnecting Customer-requested Time Frame extensions shall also suspend the Time Frames. Pursuant to the above provisions, the Company shall withdraw an Interconnection Application as

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authorized by the Department. The Time Frames in Table 4 will be affected if ISO-NE determines that a system Impact Study is required. This will occur if the Interconnecting Customer's Facility is, or group of facilities are, equal to or greater than 5 MW and may occur if the Interconnecting Customer's Facility is greater than 1 MW.

Note 2. Interconnection Applications that are evaluated under the Standard Process Complex Projects Time Frames are Facility Interconnection Applications that will require extensive System Modifications.

Note 3. The 3 Business Days the Company has to acknowledge receipt of the Interconnecting Customer's Interconnection Application is included within the 10 Business Day Time Frame for the Company to review the Interconnection Application's completeness.

Note 4. Time Frames for the Impact Study represent the time allowed to complete the final version of the study, not draft versions. If the Interconnection Application will require any Sub-Station modifications, the Company shall have the following time periods in which to complete the Impact Study for each Interconnection Application: 75 Business Days in 2013; 75 Business Days in 2014; 70 Business Days in 2015; and 60 Business Days in 2016 and thereafter. The applicable Time Frame for the Impact Study is determined by the year the Impact Study commences and remains in effect for the duration of the Impact Study, regardless if the Impact Study concludes in a year with a shorter Time Frame. Time Frames for any Group Study shall be as set forth in Section 3.4.1.

Note 5. Time Frames for the Detailed Study represent the time allowed to complete the final version of the study, not draft versions. If the System Modifications identified in the Impact Study are likely to be $200,000 or more in EPS upgrades not including service upgrades for the Interconnecting Customer site, the Company shall have the following time periods in which to complete the Detailed Study for each Interconnection Application: 75 Business Days in 2013; 75 Business Days in 2014; 70 Business Days in 2015; and 60 Business Days in 2016 and thereafter. The applicable Time Frame for the Impact Study is determined by the year the Impact Study commences and remains in effect for the duration of the Impact Study, regardless if the Impact Study concludes in a year with a shorter Time Frame. If System Modifications are estimated to cost $1 million or more, the Time Frames for both the Impact and Detailed Studies will be by mutual agreement. The Company will track adherence to the mutually agreed upon Time Frame. In the event that the Company later determines that the System Modifications will cost less than $1 million, the Interconnection Application will revert to the Time Frames for Sub-Station Modifications or System Modifications costing $200,000 or more but less than $1 million as appropriate. The Company will inform the Interconnecting Customer within 20 days following the commencement of the Impact study whether the Interconnection Application shall be treated as a Complex Project under the Standard Process. If at any time during the Impact Study the Company determines that the System Modifications will cost $1 million or more, the Detailed

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Study Time Frame shall be by mutual agreement. Time Frames for any Group Study shall be as set forth in Section 3.4.1.

Note 6. Company delivers an executable agreement form. Once the Interconnection Service Agreement is delivered by the Company, any further modification and timetable will be established by mutual agreement.

Note 7. Review Application for Completeness (10 days, includes 3 days to Acknowledge Receipt of Application) + Complete Standard Process Initial Review (20 days) + Send Impact Study Agreement (5 days) + Complete Impact Study (Note 4 – amount of time allowed decreases over time, currently 75 days in 2014 or by mutual agreement depending upon system modifications (see notes 4 and 5 above)) + Complete Detailed Study (Note 4 – amount of time allowed decreases over time, currently 75 days in 2014 or by mutual agreement depending upon system modifications (see notes 4 and 5 above)) + Send Executable Agreement (15 days). The minimum aggregate time frame for the Standard Process Complex Projects is 200 Business Days. The maximum aggregate time frame shall be determined by adding the Impact Study time frame determined by the Company within the first 20 Business Days of commencement of the study consistent with provision 3.4(f) of this Tariff, and the Detailed Study time frame determined by the Company for the Detailed Study upon delivery of the Detailed Study agreement, if applicable.

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Table 5 – Simplified Spot and Area Network Time Frames (Note 1)

	Simplified Spot and Area Network
Eligible Facilities	Listed Inverter
Acknowledge Receipt of Application (Note 2)	(3 days)
Review Application for Completeness	10 days
Complete Review of All Screens	30/90 days (Note 3)
Complete Supplemental Review (if needed)	N/A
Complete Standard Process Initial Review	N/A
Send Follow-on Studies Cost/Agreement	N/A
Complete Impact Study (if needed)	N/A
Complete Detailed Study (if needed)	N/A
Send Executable Agreement (Note 4)	Done (Comparable to Simplified for Radial). The agreement is part of the application.
Total Maximum Days (Note 5)	40 days (100 days if minimum load is unknown).
Construction Schedule	By Mutual Agreement
Witness Test	Within 10 days of receipt of the Certificate of Completion or by mutual agreement

Table 5 – Simplified Spot and Area Network Time Frames – Explanatory Notes

Note 1. All days listed apply to Company Business Days. In addition, in the event information has been requested of the Interconnecting Customer, all application Time Frames shall commence the next Business Day following receipt of information from the Interconnecting Customer. Any delays caused by Interconnecting Customer will interrupt the applicable Time Frame. A Force Majeure Event, affecting either the Company or the Interconnecting Customer, shall suspend the applicable Time Frame(s). The provisions in Section 3.6.2 regarding

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Interconnection Application and Interconnecting Customer-requested Time Frame extensions shall also suspend the Time Frames. Pursuant to the above provisions, the Company shall withdraw an Interconnection Application as authorized by the Department. The Time Frames in Table 5 will be affected if ISO-NE determines that a system Impact Study is required. This will occur if the Interconnecting Customer's Facility is, or group of facilities are, equal to or greater than 5 MW and may occur if the Interconnecting Customer's Facility is greater than 1 MW.

Note 2. The 3 Business Days the Company has to acknowledge receipt of the Interconnecting Customer's Interconnection Application is included within the 10 Business Day Time Frame for the Company to review the Interconnection Application's completeness.

Note 3.If the Interconnecting Customer minimum load is known, the Company shall have 30 Business Days to review an application. If the Interconnecting Customer minimum load is not known and an interval meter needs to be installed, the Company will install, at the Interconnecting Customer's expense, an interval meter to measure 3 months of continuous customer load capturing the annual minimum load. The maximum time the interval metering will be used to measure the minimum load is 9 months from the point of the time the analysis was commenced.

Note 4. Company delivers an executable agreement form. Once the Interconnection Service Agreement is delivered by the Company, any further modification and timetable will be established by mutual agreement.

Note 5. Review Application for Completeness (10 days, includes 3 days to Acknowledge Receipt of Application) + Complete Review of All Screens and Send Executable Agreement if minimum load is known (30 days) or + Complete Review of All Screens and Send Executable Agreement if minimum load is not known (90 days).

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Table 6 - Fee Schedules

These fee schedules apply to Interconnecting Customers only from the effective date of the tariff revisions and may not be retroactively applied to Interconnecting Customers with an Interconnection Application on file with the Company prior to the tariff revisions effective date.

	Simplified	Expedited	Standard (Note 1)	Simplified Spot and Area Network
	Listed Small Inverter	Listed DG	Any DG	Listed Inverter
Pre-Application Fee (refer to Section 3.2 for rates)	Optional	Optional <250kW Required ≥250kW	Optional <250kW Required ≥250kW	Optional <250kW Required ≥250kW
Application Fee (covers Screens)	$28 per application (Note 2)	$4.50/kW, minimum $300, maximum $7,500	$4.50/kW, minimum $300, maximum $7,500	≤3kW $100, >3kW $300
Supplemental Review (if applicable)	N/A	Up to 30 engineering hours at $150/hr ($4,500 maximum) (Note3)	N/A	N/A
Standard Interconnection Initial Review	N/A	N/A	Included in application fee (if applicable)	N/A
Impact and Detailed Study (if required)	N/A	N/A	Actual cost (Note 1 & 4)	N/A
System Modifications	N/A (Note 5)	Actual cost	Actual cost (Note 1)	N/A
O&M (Note 6)	N/A	TBD	TBD	N/A
Witness Test	0	Actual cost, up to $300 + travel time (Note 7)	Actual Cost	0 (Note 8)

Table 6- Fee Schedules Explanatory Notes

Note 1. Costs associated with Group Studies shall be allocated in accordance with Section 3.4.1.

Note 2. If the Company determines that the Facility does not qualify for the Simplified Process, it will let the Interconnecting Customer know what the appropriate fee is.

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Note 3. Supplemental Review is defined in Section 3.3.

Note 4. This is the actual cost only attributable to the Interconnecting Customer. Any costs not expended from the application fee previously collected will go toward the costs of these studies.

Note 5. Not applicable except in certain rare cases where a System Modification would be needed. If so, the modifications are the Interconnecting Customer's responsibility.

Note 6. O & M is defined as the Company's operations and maintenance carrying charges on the incremental costs associated with serving the Interconnecting Customer.

Note 7. The fee will be based on actual cost up to $300 plus driving time, unless Company representatives are required to do additional work due to extraordinary circumstances or due to problems on the Interconnecting Customer's side of the PCC (e.g., Company representative required to make two trips to the site), in which case Interconnecting Customer will cover the additional cost.

Note 8. Unless extraordinary circumstances.

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4.0 INTERCONNECTION REQUIREMENTS

4.1 General Design Considerations

Interconnecting Customer shall design and construct the Facility in accordance with the applicable manufacturer's recommended maintenance schedule, in compliance with all aspects of the Company's Interconnection Tariff and Company-specific technical standards for interconnection of distributed generation. Interconnecting Customer agrees to cause its Facility to be constructed in accordance with applicable specifications that meet or exceed those provided under this Section of the Interconnection Tariff.

4.1.1 Transient Voltage Conditions

Because of unusual events in the Company's EPS, there will be transient voltage fluctuations, which will result in voltages exceeding the limits of the stated ranges. These transient voltage fluctuations, which generally last only a few milliseconds, arise due to EPS disturbances including, but not limited to, lightning strikes, clearing of faults, and other switching operations. The magnitude of transient voltage fluctuations varies with EPS configuration, grounding methods utilized, local short circuit availability, and other parameters, which vary from point-to-point and from time-to-time on the distribution EPS.

The fluctuations may result in voltages exceeding the limits of the stated ranges and occur because of EPS disturbance, clearing of faults and other switching operations. These unavoidable transients are generally of too short duration and insufficient magnitude to have any adverse effects on general service applications. They may, however, cause malfunctions in equipment highly sensitive to voltage changes, and protective devices may operate to shut down such devices. The magnitude, duration and frequency of transient fluctuations will vary due to EPS configuration and/or circuit arrangement. In addition, disturbances of indeterminate magnitude and duration may occur on infrequent occasions due to short circuits, faults, and other unpredictable conditions.

Transient voltages should be evaluated in the design of the Facility.

4.1.2 Noise and Harmonics

The introduction of abnormal noise/harmonics can cause abnormal neutral current flow, and excessive heating of electrical equipment. Harmonics may also cause distortion in TV pictures, telephone interference, and malfunctions in digital equipment such as computers. The permissible level of harmonics is dependent upon the voltage level and short circuit ratio at a given location. The most current version of IEEE Standard 1547 provides these levels at the PCC. In requiring adherence to the most current version of IEEE Standard 1547, the Company is in no way making a recommendation regarding the level of harmonics that a given piece of

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equipment can tolerate nor is it making a recommendation as to the permissible level in the Interconnecting Customer's Facility.

4.1.3 Frequency

The interconnected electric power system in North America, which is maintained at 60 hertz ("Hz") frequency on its alternating current services, is subject to certain deviations. The usual maximum instantaneous deviation from the standard 60 Hz is ±2/10 cycle (±0.33%), except on infrequent occasions when the deviation may reach ±1/10 cycle (±0.17%). The usual normal deviation is approximately ±1/20 cycle (±0.083%). These conditions are subject to occur at any time of the day or night and should be considered in the design of the Facility. All are measured on a 60 Hz base.

4.1.4 Voltage Level

All electricity flow across the PCC shall be in the form of single-phase or three-phase 60 Hz alternating current at a voltage class determined by mutual agreement of the Parties.

4.1.5 Machine Reactive Capability

Facilities less than 1 megawatt ("MW") will not be required to provide reactive capability, except as may be provided by the retail rate schedule and Terms and Conditions for Distribution Services under which the Interconnecting Customer takes service.

Facilities greater than or equal to 1 MW interconnected with the Company EPS shall be required to provide reactive capability to regulate and maintain EPS voltage at the PCC as per NEPOOL requirements. The Company and NEPOOL shall establish a scheduled range of voltages to be maintained by the Facility. The reactive capability requirements shall be reviewed as part of the Impact Study and Detailed Study.

4.2 Protection Requirements for New or Modified Facility Interconnections with the EPS

4.2.1 General Requirements

Any Facility desiring to interconnect with the Company EPS or modify an existing interconnection must meet minimum specifications, where applicable, as set forth in the most current version of the following documents and standards and requirements in this Section.

i) IEEE Standard 1547, "IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems."

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ii) UL Standard 1741, "Inverters, Converters and Charge Controllers for Use in Independent Power Systems."

iii) Company-specific technical standards.

In the event that the IEEE or UL Standards referenced above conflict with the Company-specific technical specifications, the Company-specific technical specifications control and shall be followed. The specific differences shall be communicated to the Technical Standards Review Group.

The specifications and requirements listed herein are intended to mitigate possible adverse impacts caused by the Facility on the Company's equipment and personnel and on other Interconnecting Customers of the Company. They are not intended to address protection of the Facility itself or its internal load. It is the responsibility of the Facility to comply with the requirements of any Company-specific published technical specifications and all appropriate standards, codes, statutes and authorities to protect itself and its loads.

The Company shall not be responsible for the protection of the Facility. The Facility shall be responsible for protection of its system against possible damage resulting from parallel operation with the Company so long as the Company adheres to Good Utility Practice. If requested by the Interconnecting Customer, the Company will provide system protection information for the line terminal(s) directly related to the interconnection. This protection information contained herein is provided exclusively for use by the Interconnecting Customer to evaluate protection of its Facility during parallel operation.

At its sole discretion, the Company may consider approving alternatives that satisfy the intent of the requirements contained in this Section.

4.2.2 Facility Classification

To determine the protection requirements for a given Facility, the following groups have been established:

Group	Type of Interconnection
1	Facilities Qualified for Simplified Interconnection
2	All Facilities Not Qualified for Simplified Interconnection

4.2.3 Protection Requirements

All Facilities must meet performance requirements set forth in relevant sections of IEEE Standard 1547, in particular the attachments specific to Under Voltage Ride Through, Under

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Frequency Ride Through and VAr control. Additionally, all Facilities must meet the Company-specific technical requirements.

4.2.3.1 Group 1 Facilities

a) The inverter-based Facility shall be considered Listed if it meets requirements set forth in Section 3.1 "Simplified Process".

b) External Disconnect Switch: For Listed inverters, the Company may require an external disconnect switch (or comparable device by mutual agreement of the Parties) at the PCC with the Company or at another mutually agreeable point that is accessible to Company personnel at all times and that can be opened for isolation if the switch is required. The switch shall be gang operated, have a visible break when open, be rated to interrupt the maximum generator output and be capable of being locked open, tagged and grounded on the Company side by Company personnel. The visible break requirement can be met by opening the enclosure to observe the contact separation. The Company shall have the right to open this disconnect switch in accordance with this Interconnection Tariff.

4.2.3.2 Group 2 Facilities

4.2.3.2.1 General Requirements

a) Non Export Power: If the Parties mutually agree that non-export functionality will be part of the interconnection protection equipment then it will include one of the following: (1) a reverse power relay with mutually agreed upon delay intervals, or (2) a minimum power function with mutually agreed upon delay intervals, or (3) other mutually agreeable approaches, for example, a comparison of nameplate rating versus certified minimum Customer premises load.

b) The ISO-NE is responsible for assuring compliance with NPCC criteria. For the interconnection of some larger units, the NPCC criteria may additionally require:

NPCC Protective Relaying Requirements: The Company may require the Facility to be equipped with two independent, redundant relaying systems in accordance with NPCC criteria, where applicable, for the protection of the bulk power system if the interconnection is to the bulk power system or if it is determined that delayed clearing of faults within the Facility adversely affects the bulk power system.

NPCC Requirements: During system conditions where local area load exceeds system generation, NPCC Emergency Operation Criteria requires

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a program of phased automatic under frequency load shedding of up to 25% of area load to assist in arresting frequency decay and to minimize the possibility of system collapse. Depending on the point of connection of the Facility to the Company's EPS and in conformance with the NPCC Emergency Operating Criteria, the Facility may be required to remain connected to the EPS during the frequency decline to allow the objectives of the automatic load shedding program to be achieved, or to otherwise provide compensatory load reduction, equivalent to the Facility's generation lost to the system, if the Interconnecting Customer elects to disconnect the Facility at a higher under-frequency set point.

c) Disconnect Switch: The Facility shall provide a disconnect switch (or comparable device mutually agreed upon by the Parties) at the point of Facility interconnection that can be opened for isolation. The switch shall be in a location easily accessible to Company personnel at all times. The switch shall be gang operated, have a visible break when open, be rated to interrupt the maximum generator output and be capable of being locked open, tagged and grounded on the Company side by Company personnel. The visible break requirement can be met by opening the enclosure to observe the contact separation. The Company shall exercise such right in accordance with Section 7.0 of this Interconnection Tariff.

d) Transfer Tripping: A direct transfer tripping system, if one is required by either the Interconnecting Customer or by the Company, shall use equipment generally accepted for use by the Company and shall, at the option of the Company, use dual channels if the Company-specific technical standards require.

4.2.3.2.2 Requirements for Induction and Synchronous Generator Facilities

a) Interconnection Interrupting Device: An interconnection Interrupting Device such as a circuit breaker shall be installed to isolate the Facility from the Company's EPS. If there is more than one Interrupting Device, this requirement applies to each one individually. The Interconnection Interrupting Device must be capable of interrupting the current produced when the Facility is connected out of phase with the Company's EPS, consistent with the most current version of Section 4.1.8.3 of IEEE Standard 1547 which states, "the interconnection system paralleling-device shall be capable of withstanding 220% of the interconnection system rated voltage."

b) Synchronizing Devices: The Interconnecting Customer shall designate one or more Synchronizing Devices such as motorized breakers, contactor/breaker combinations, or a fused contactor (if mutually agreeable) to be used to connect

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the Facility's generator to the Company's EPS. This Synchronizing Device could be a device other than the interconnection Interrupting Device. The Synchronizing Device must be capable of interrupting the current produced when the Facility is connected out of phase with the Company's EPS, consistent with the most current version of Section 4.1.8.3 of IEEE Standard 1547-2003 which states, "the interconnection system paralleling-device shall be capable of withstanding 220% of the interconnection system rated voltage."

c) Transformers: The Company reserves the right to specify the winding connections for the transformer between the Company's voltage and the Facility's voltage ("Step-Up Transformer") as well as whether it is to be grounded or ungrounded at the Company's voltage. In the event that the transformer winding connection is grounded-wye/grounded-wye the Company reserves the right to specify whether the generator stator is to be grounded or not grounded. The Interconnecting Customer shall be responsible for procuring equipment with a level of insulation and fault-withstand capability compatible with the specified grounding method.

d) Voltage relays: Voltage relays shall be frequency compensated to provide a uniform response in the range of 40 to 70 Hz.

e) Protective Relaying Redundancy: For induction generators greater than 1/15 of on-site minimum verifiable load that is not equipped with on-site capacitors or that is greater than 200 kW, and for all synchronous generators, protective relays utilized by the Facility shall be sufficiently redundant and functionally separate so as to provide adequate protection, consistent with Company practices and standards, upon the failure of any one component.

f) Protective Relay Hard-Wire Requirement: Unless authorized otherwise by the Company, protective relays must be hardwired to the device they are tripping. Further, interposing computer or programmable logic controller or the like is not permitted in the trip chain between the relay and the device being tripped.

g) Protective Relay Supply: Where protective relays are required in this Section, their control circuits shall be DC powered from a battery/charger system or a UPS. Solid-state relays shall be self-powered, or DC powered from a battery/charger system or a UPS. If the Facility uses a Company-acceptable non-latching interconnection contactor, AC powered relaying shall be allowed provided the relay and its method of application are fail safe, meaning that if the relay fails or if the voltage and/or frequency of its AC power source deviate from the relay's design requirements for power, the relay or a separate fail-safe power

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monitoring relay acceptable to the Company will immediately trip the generator by opening the coil circuit of the interconnection contactor.

h) Current Transformers ("CT"): CT ratios and accuracy classes shall be chosen such that secondary current is less than 100 amperes and transformation errors are consistent with Company practices. CTs used for revenue class metering must have a secondary current of 20 amperes or less.

i) Voltage Transformers ("VT") and Connections: The Facility shall be equipped with a direct voltage connection or a VT, connected to the Company side of the Interrupting Device. The voltage from this VT shall be used in an interlock scheme, if required by the Company. For three-phase applications, a VT for each phase is required. All three phases must be sensed either by three individual relays or by one relay that contains three elements. If the voltage on any of the three phases is outside the bounds specified by the Company the unit shall be tripped. If the Facility's Step-Up Transformer is ungrounded at the Company voltage, this VT shall be a single three-phase device or three single-phase devices connected from each phase to ground on the Company's side of the Facility's Step-Up Transformer, rated for phase-to-phase voltage and provided with two secondary windings. One winding shall be connected in open delta, have a loading resistor to prevent ferroresonance, and be used for the relay specified in these requirements.

4.2.3.2.3 Additional Requirements for Induction Generator Facilities

a) Self-Excitation: A Facility using induction generators connected in the vicinity of capacitance sufficient to self-excite the generator(s) shall meet the requirements for synchronous machines. The capacitors that enable self-excitation may actually be external to the Facility. The Company will not restrict its existing or future application of capacitors on its lines nor restrict their use by other Interconnecting Customers of the Company to accommodate a Facility with induction machines. If self-excitation becomes possible due to the installation of or presence of capacitance, the protection requirements of the Facility may need to be reviewed and revised, if applicable.

The Facility may be required to install capacitors to limit the adverse effects of drawing reactive power from the EPS for excitation of the generator. Capacitors for supply of reactive power at or near the induction generator with a kilovolts-ampere reactive ("kVAr") rating greater than 30% of the generator's kW rating may cause the generator to become self-excited. (If self-excitation can occur, the Facility shall be required to provide protection as specified in synchronous machines requirements.)

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4.2.3.2.4 Additional Requirements for Synchronous Generator Facilities

a) Ungrounded Transformers: If the Facility's Step-Up Transformer connection is ungrounded, the Facility shall be equipped with a zero sequence over-voltage relay fed from the open delta of the three-phase VT specified in the Voltage Transformers and Connections Section 4.2.3.2.2.i.

b) High-Speed Protection: The Facility may be required to use high-speed protection if time-delayed protection would result in degradation in the existing sensitivity or speed of the protection systems on the Company's EPS.

c) Breaker Failure Protection: The Facility may be required to be equipped to provide local breaker failure protection which may include direct transfer tripping to the Company's line terminal(s) in order to detect and clear faults within the Facility that cannot be detected by the Company's back-up protection.

d) Communications Channels: The Interconnecting Customer is responsible for procuring any communications channels necessary between the Facility and the Company's stations, and for providing protection from transients and over-voltages at all ends of these communication channels. The Interconnecting Customer will also bear the ongoing cost to lease these communication channels. Examples include, but are not limited to, connection to a line using high-speed protection, transfer tripping, generators located in areas with low-fault currents, or back up for generator breaker failure.

4.2.4 Protection System Testing and Maintenance

The Company shall have the right to witness the commissioning testing as defined in the most current version of IEEE Standard 1547 and the Company-specific technical requirements at the completion of construction and to receive a copy of all test data. The Facility shall be equipped with whatever equipment is required to perform this test.

Testing typically includes, but is not limited to:

- CT and VT circuit polarity, ratio, insulation, excitation, continuity and burden tests;
- Relay pick-up and time delay tests;
- Functional breaker trip tests from protective relays;
- Relay in-service test to check for proper phase rotation and magnitudes of applied currents and voltages;
- Breaker closing interlock tests; and
- Paralleling and disconnection operation.

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Prior to final approval by the Company or anytime thereafter, the Company reserves the right to test the generator relaying and control related to the protection of the Company's EPS.

The Interconnecting Customer has the full responsibility for the proper periodic maintenance of its generating equipment and its associated control, protective equipment and interrupting devices.

The Interconnecting Customer is responsible for the periodic maintenance of those relays, interrupting devices, control schemes, and batteries that involve the protection of the Company's EPS. A periodic maintenance program, mutually agreeable to both the Company and to the Interconnecting Customer is to be established in each case. The Company shall have the right to monitor the periodic maintenance performed.

For relays installed in accordance with the NPCC Criteria for the Protection of the Bulk Power System, maintenance intervals shall be in accordance with such criteria. The results of these tests shall be summarized by the Interconnecting Customer and reported in writing to the Company.

The Company reserves the right to install special test equipment as may be required to monitor the operation of the Facility and its control or for evaluating the quality of power produced by the Facility at a mutually agreed upon location. The cost of this testing will be borne by the Company unless there is shown to be a problem associated with the Facility or if the test was performed at the request of the Interconnecting Customer.

Each routine check shall include both a calibration check and an actual trip of the circuit breaker or contactor from the device being tested. Visually setting a calibration dial, index or tap is not considered an adequate calibration check.

Inverters with field adjustable settings for their internal protective elements shall be periodically tested if those internal elements are being used by the Facility to satisfy the requirements of this Section.

4.2.5 Protection Requirements – Momentary Paralleling of Standby Generators

Protective relays to isolate the Facility for faults in the Company EPS are not required if the paralleling operation is automatic and takes place for less than one-half of a second. An Interrupting Device with a half-second timer (30 cycles) is required as a fail-safe mechanism.

Parallel operation of the Facility with the Company EPS shall be prevented when the Company's line is dead or out of phase with the Facility.

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The control scheme for automatic paralleling must be submitted by the Interconnecting Customer for review and acceptance by the Company prior to the Facility being allowed to interconnect with the Company EPS.

4.2.6 Protection System Changes

The Interconnecting Customer must provide the Company with reasonable advance notice of any proposed changes to be made to the protective relay system, relay settings, operating procedures or equipment that affect the interconnection. The Company will determine if such proposed changes require additional review and/or approval of the interconnection per the requirements of this Section.

In the future, should the Company implement changes to the EPS to which the Facility is interconnected, the Interconnecting Customer will be responsible at its own expense for identifying and incorporating any necessary changes to its protection equipment. These changes to the Facility's protection equipment are subject to review and approval by the Company.

5.0 RESPONSIBILITY FOR COSTS OF INTERCONNECTING A FACILITY

5.1 Review and Study Costs

The Interconnecting Customer shall be responsible for the reasonably incurred costs of the review by the Company and any interconnection studies conducted as defined by Table 6 ("Fee Schedules") of Section 3.0 of this Interconnection Tariff solely to determine the requirements of interconnecting a Facility with the Company EPS.

5.2 Interconnection Equipment Costs

The Interconnecting Customer shall be responsible for all costs associated with the installation and construction of the Facility and associated interconnection equipment on the Interconnecting Customer's side of the PCC.

5.3 System Modification Costs

The Interconnecting Customer shall also be responsible for all costs reasonably incurred by Company attributable to the proposed interconnection project in designing, constructing,

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operating and maintaining the System Modifications.[4] At the time that the Company provides an Interconnecting Customer with any Impact Study or Detailed Study, the Company shall also provide, along with that Study, a statement of the Company's policies on collection of tax gross-ups. To the extent that Company Terms and Conditions and/or tariffs allow, the Company will refund the appropriate portion of System Modification costs to the Interconnecting Customer as required by the applicable tariff. In the event that a new Facility interconnects to the circuit that was the subject of the Group Study within 5 years, that Interconnecting Customer shall be assessed System Modification costs consistent with the Company's line extension policy; however, new Interconnecting Customers in the Simplified Process shall be exempt from this required cost allocation. The 5 year period shall be calculated from the date of execution of the Interconnection Service Agreement of the first Interconnecting Customer within the Group Study.

5.4 Separation of Costs

Should the Company combine the installation of System Modifications with additions to the Company's EPS to serve other Customers or Interconnecting Customers, the Company shall not include the costs of such separate or incremental facilities in the amounts billed to the Interconnecting Customer for the System Modifications required pursuant to this Interconnection Tariff. The Interconnecting Customer shall only pay for that portion of the interconnection costs resulting solely from the System Modifications required to allow for safe, reliable parallel operation of the Facility with the Company EPS.

5.5 Normal Payment Procedure

All application, study fees and System Modification costs (except as noted below) are due in full prior to the execution of the work as outlined in this Interconnection Tariff. If the anticipated costs exceed $25,000, the Interconnecting Customer is eligible for a payment plan, including a payment and construction schedule with milestones for both parties within the Time Frames for payment of such costs under the Interconnection Service Agreement in Section 3.6.2. At the request of the Interconnecting Customer, the Company will break the costs into phases in which the costs will be collected prior to Company expenditures for each phase of the study and/or construction including ordering equipment. The payment plan will be attached as an exhibit to the Interconnection Service Agreement or relevant study agreements. The Company's obligation

[4] The Interconnecting Customer will be directly responsible for costs not incurred by the Company that are otherwise necessary to interconnect the Interconnecting Customer's Facility, including but not limited to: poles set by other companies, telecommunications, costs incurred by municipalities, pole mounted equipment owned by other entities, etc.

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to the construction schedule (as it appears in either the Interconnection Service Agreement or the Detailed Study, if the Interconnecting Customer has opted to sign the Interconnection Service Agreement without a Detailed Study) begins on the next Business Day after the Company receives full payment for such construction. Interconnecting Customer shall obtain all environmental and other permits lawfully required by governmental authorities for the construction and operation of the Facility. Prior to the construction of System Modifications, the Interconnecting Customer will notify the Company that it has initiated the permitting process. Prior to the commercial operation of the Facility, the Interconnecting Customer will notify the Company that it has obtained all permits necessary. Upon request, the Interconnecting Customer shall provide copies of one or more of the necessary permits to the Company.

5.6 Security and Creditworthiness

In order for the Company to agree to any payment plan where some work may be performed in advance of payment, the Company may require the Interconnecting Customer to provide evidence of creditworthiness. In the event that Interconnecting Customer cannot provide such evidence to the satisfaction of the Company, then the Company may require the Interconnecting Customer to provide sufficient security in order to take advantage of a payment plan. Interconnecting Customer acknowledges that it will be responsible for the actual costs of the System Modifications described in the attached exhibit to the Interconnection Service Agreement, whether greater or lesser than the amount of the payment security provided under this section.

6.0 OPERATING REQUIREMENTS

6.1 General Operating Requirements

Interconnecting Customer shall operate and maintain the Facility in accordance with the applicable manufacturer's recommended maintenance schedule, in compliance with all aspects of the Company's Interconnection Tariff. The Interconnecting Customer will continue to comply with all applicable laws and requirements after interconnection has occurred. In the event the Company has reason to believe that the Interconnecting Customer's installation may be the source of problems on the Company EPS, the Company has the right to install monitoring equipment at a mutually agreed upon location to determine the source of the problems. If the Facility is determined to be the source of the problems, the Company may require disconnection as outlined in Section 7.0 of this Interconnection Tariff. The cost of this testing will be borne by the Company unless the Company demonstrates that the problem or problems are caused by the Facility or if the test was performed at the request of the Interconnecting Customer.

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6.2 No Adverse Effects; Non-interference

Company shall notify Interconnecting Customer if there is evidence that the operation of the Facility could cause disruption or deterioration of service to other Customers served from the same Company EPS or if operation of the Facility could cause damage to Company EPS or Affected Systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of what is stated in the most current version of IEEE Standard 1547, as well as voltage fluctuations caused by large step changes in loading at the Facility. Each Party will notify the other of any emergency or hazardous condition or occurrence with its equipment or facilities which could affect safe operation of the other Party's equipment or facilities. Each Party shall use reasonable efforts to provide the other Party with advance notice of such conditions.

The Company will operate the EPS in such a manner so as to not unreasonably interfere with the operation of the Facility. The Interconnecting Customer will protect itself from normal disturbances propagating through the Company EPS, and such normal disturbances shall not constitute unreasonable interference unless the Company has deviated from Good Utility Practice. Examples of such disturbances could be, but are not limited to, single-phasing events, voltage sags from remote faults on the Company EPS, and outages on the Company EPS. If the Interconnecting Customer demonstrates that the Company EPS is adversely affecting the operation of the Facility and if the adverse effect is a result of a Company deviation from Good Utility Practice, the Company shall take appropriate action to eliminate the adverse effect.

6.3 Safe Operations and Maintenance

Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facility or facilities that it now or hereafter may own unless otherwise specified in this Interconnection Tariff. Each Party shall be responsible for the maintenance, repair and condition of its respective lines and appurtenances on their respective side of the PCC. The Company and the Interconnecting Customer shall each provide equipment on its respective side of the PCC that adequately protects the Company's EPS, personnel, and other persons from damage and injury.

6.4 Access

The Company shall have access to the disconnect switch of the Facility at all times.

6.4.1 Company and Interconnecting Customer Representatives

Each Party shall provide and update as necessary the telephone number that can be used at all times to allow either Party to report an emergency.

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6.4.2 Company Right to Access Company-Owned Facilities and Equipment

If necessary for the purposes of this Interconnection Tariff and in the manner it describes, the Interconnecting Customer shall allow the Company access to the Company's equipment and the Company's facilities located on the Interconnecting Customer's or Customer's premises. To the extent that the Interconnecting Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Interconnecting Customer under this Interconnection Tariff, the Interconnecting Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require. In addition to any rights and easements required by the Company in accordance with the provisions above, the Interconnecting Customer shall obtain an executed Landowner Consent Agreement (Exhibit I) from the Landowner, unless the Company, in its sole discretion, waives this requirement.

6.4.3 Right to Review Information

The Company shall have the right to review and obtain copies of Interconnecting Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnecting Customer's Facility or its interconnection with the Company EPS. This information will be treated as customer-confidential and only used for the purposes of meeting the requirements of Section 4.2.4.

7.0 DISCONNECTION

7.1 Temporary Disconnection

a) Emergency Conditions. Company shall have the right to immediately and temporarily disconnect the Facility without prior notification in cases where, in the reasonable judgment of Company, continuance of such service to Interconnecting Customer is imminently likely to (i) endanger persons or damage property or (ii) cause a material adverse effect on the integrity or security of, or damage to, Company EPS or to the electric systems of others to which the Company EPS is directly connected. Company shall notify Interconnecting Customer promptly of the emergency condition. Interconnecting Customer shall notify Company promptly when it becomes aware of an emergency condition that affects the Facility that may reasonably be expected to affect the Company EPS. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, or the expected effect on the operation of both Parties' facilities and operations, its anticipated duration and the necessary corrective action.

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b) Routine Maintenance, Construction and Repair. Company shall have the right to disconnect the Facility from the Company EPS when necessary for routine maintenance, construction and repairs on the Company EPS. The Company shall provide the Interconnecting Customer with a minimum of seven calendar days planned outage notification consistent with the Company's planned outage notification protocols. If the Interconnecting Customer requests disconnection by the Company at the PCC, the Interconnecting Customer will provide a minimum of seven days' notice to the Company. Any additional notification requirements will be specified by mutual agreement in the Interconnection Service Agreement. Company shall make an effort to schedule such curtailment or temporary disconnection with Interconnecting Customer.

c) Forced Outages. During any forced outage, Company shall have the right to suspend interconnection service to effect immediate repairs on the Company EPS; provided, however, Company shall use reasonable efforts to provide the Interconnecting Customer with prior notice. Where circumstances do not permit such prior notice to Interconnecting Customer, Company may interrupt Interconnection Service and disconnect the Facility from the Company EPS without such notice.

d) Non-Emergency Adverse Operating Effects. The Company may disconnect the Facility if the Facility is having an adverse operating effect on the Company EPS or other Customers that is not an emergency, and the Interconnecting Customer fails to correct such adverse operating effect after written notice has been provided and a maximum of 45 days to correct such adverse operating effect has elapsed.

e) Modification of the Facility. Company shall notify Interconnecting Customer if there is evidence of a material modification to the Facility and shall have the right to immediately suspend interconnection service in cases where such material modification has been implemented without prior written authorization from the Company.

f) Re-connection. Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary. The Interconnecting Customer and the Company shall cooperate with each other to restore the Facility and the Company EPS, respectively, to their normal operating state as soon as reasonably practicable following the cessation or remedy of the event that led to the temporary disconnection.

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7.2 Permanent Disconnection

The Interconnecting Customer has the right to permanently disconnect at any time with 30 days written notice to the Company.

The Company may permanently disconnect the Facility upon termination of the Interconnection Service Agreement in accordance with the terms thereof.

8.0 METERING, MONITORING, AND COMMUNICATION

This Section sets forth the rules, procedures and requirements for metering, monitoring and communication between the Facility and the Company EPS where the Facility exports power or is net metered or is otherwise subject to NEPOOL requirements. Interconnecting Customer will be responsible for reasonable and necessary costs incurred by Company for the purchase, installation, operation, maintenance, testing, repair and replacement of metering and data acquisition equipment specified in the Attachments to the Interconnection Service Agreement. The Interconnecting Customer's metering (and data acquisition, as required) equipment shall conform to rules and applicable operating requirements.

8.1 Metering, Related Equipment and Billing Options

The Company shall furnish, read and maintain all revenue metering equipment. The Interconnecting Customer shall furnish and maintain all meter mounting equipment such as or including meter sockets, test switches, conduits, and enclosures. Except as provided below, the Company shall own the meter and the Interconnecting Customer shall pay to the Company a monthly charge to cover taxes, meter maintenance, incremental reading and billing costs, the allowable return on the invoice cost of the meter and the depreciation of the meter. These charges are set forth in the applicable Company tariff(s), as amended from time to time. If the Facility is a Qualifying Facility or On-site Generating Facility the Interconnecting Customer may elect to own the meter, in which case, the Interconnecting Customer shall pay to the Company a monthly charge to cover meter maintenance and incremental reading and billing costs. Metering requirements and associated charges for Qualifying Facilities and On-site Generating Facilities are set forth in the applicable Company tariff(s), as amended from time to time. If the Interconnecting Customer elects to install its own meter under the terms of 220 CMR §8.0, the Interconnecting Customer shall be responsible for purchasing and installing software, hardware and/or other technology that may be required by the Company to read billing meters.

The Interconnecting Customer shall provide suitable space within the Facility for installation of the metering, and communication equipment at no cost to the Company.

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All metering equipment installed pursuant to this Interconnection Tariff and associated with the Facility shall be routinely tested by the Company at Interconnecting Customer's expense, in accordance with applicable Company and/or ISO-NE criteria, rules and standards. If, at any time, any metering equipment is found to be inaccurate by a margin greater than that allowed under applicable criteria, rules and standards, the Company shall cause such metering equipment to be made accurate or replaced. The cost to repair or replace the meter shall be borne by the Company, if the Company owns the meter, or by the Interconnecting Customer if the Interconnecting Customer owns the meter. Meter readings for the period of inaccuracy shall be adjusted so far as the same can be reasonably ascertained; provided, however, no adjustment prior to the beginning of the preceding month shall be made except by agreement of the Parties. Each Party shall comply with any reasonable request of the other concerning the sealing of meters, the presence of a representative of the other Party when the seals are broken and the tests are made, and other matters affecting the accuracy of the measurement of electricity delivered from the Facility. If either Party believes that there has been a meter failure or stoppage, it shall immediately notify the other.

If the Metering Point and the Point of Receipt or Point of Delivery are not at the same location, the metering equipment shall record delivery of electricity in a manner that accounts for losses occurring between the Metering Point and the Point of Receipt or Point of Delivery. Losses between the Metering Point and Point of Receipt will be reflected pursuant to applicable Company, NEPOOL or ISO-NE criteria, rules or standards.

The type of metering equipment to be installed at a Facility is dependent on the size of the Facility and how and if the Facility plans to export power or net meter. For those that will export power or net meter, the available equipment options and associated requirements are:

- For Facilities 60 kW or less, unless the Interconnecting Customer elects another form of metering, the Facilities will be equipped with net metering in which metering equivalent to or replicating that of a standard distribution class meter is installed and is enabled to run in a normal direction during periods of net consumption and to run backwards during periods of net generator output. All metering equipment included in this type of installation, including self-contained meters and instrument transformers and meters, shall meet ANSI C12.1 Metering Accuracy Standards and ANSI C57.13 accuracy requirements for instrument transformers.

- For Facilities larger than 60 kW, the Facilities will be equipped with bi-directional, interval meter with remote access – in which a distribution class meter with multiple registers is installed. One set of registers will record energy flows from the Company to the Facility during periods when the Facility is a net consumer of energy (the other register will record no flow during these periods) and a second set of registers will record energy flows from the Facility to the Company during periods when the Facility is a net producer of energy (the other register will record no flow during these periods). Each set

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of registers will record total flows as well as flows during hourly intervals. In addition, the meters will be equipped with remote access capability that may include communication to the extent required by applicable NEPOOL standards. All metering equipment included in this type of installation shall meet the requirements contained in NEPOOL Operating Procedure No. 18, "Metering and Telemetering Criteria" and the Company's "Policy and Practices for Metering and Telemetering Requirements for New or Modified Interconnections." Copies of both publications are available from the Company upon request. The Interconnecting Customer shall be responsible for providing all necessary leased telephone lines (or other Company approved communication means) and any necessary protection for leased lines and shall furthermore be responsible for all communication required by ISO-NE, or by ISO-NE's designated satellite. The Interconnecting Customer shall maintain all communication and transducer equipment at the Facility in accordance with ISO-NE criteria, rules and standards. The Company will purchase, own and maintain all communication equipment located on the Interconnecting Customer's Facilities, if the Interconnecting Customer desires, at the Interconnecting Customer's expense. The Interconnecting Customer shall provide, install and own Company-approved or Company-specified test switches in the transducer circuits.

- In addition, Facilities, or group of facilities, which are equal to 5 MW or greater are required by NEPOOL Operating Procedures No. 14 and No. 18 to provide communication equipment and to supply accurate and reliable information to system operators regarding metered values for MW, MVAR, volt, amp, frequency, breaker status and all other information deemed necessary by ISO-NE and the NEPOOL Satellite (REMVEC).

8.2 Additional Monitoring and Communication requirements

As the amount of distributed generation on the Company EPS grows significantly, additional monitoring and communication may be required by the Department pursuant to a future proceeding.

9.0 DISPUTE RESOLUTION PROCESS

The Dispute Resolution Process is a multi-stage process described below, beginning with negotiation, then mediation, followed by non-binding arbitration and then adjudication. All days in this Section are calendar days.

9.1 Good Faith Negotiation

a) One party submits a request in writing to the other party for initiation of Step 9.1 of the Dispute Resolution Process. The Parties will elevate the dispute to a Vice President or senior management with sufficient authority to make a decision.

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b) If after 8 days the dispute is not resolved, one party to the dispute may request dispute resolution assistance by submitting a written request to the Department appointed DG ombudsperson ("Ombudsperson"), with a copy of such request to the other party, in accordance with the processes outlined in Department orders D.P.U. 11-75-E and D.P.U. 11-75-F.

c) If after 8 days from the Parties receipt in writing of the Ombudperson's proposed resolution the dispute is still not resolved, one or both Parties may initiate Section 9.2.

9.2 Mediation/Non-binding Arbitration

a) If the differences are not resolved in Step 9.1, the Department will provide a list of qualified neutrals and manage the selection of individual neutrals for the case. The Department will use a list of pre-qualified neutrals maintained at the Department and, the Parties will select a mutually agreeable mediator pursuant to a reverse-strike-out process[5] or another mutually-agreeable method. If either party requests a technical expert, both a mediator and a technical expert will be selected, and the technical expert will be selected using the same strike out process or another mutually-agreeable method as that used for selection of the mediator.

b) Parties will complete the neutral selection process with the Department within seven days. This timetable will only be possible if the Department has, during the initial 14 days, identified mediators and technical experts who have the time available to assist the Parties in a timely manner.

c) The Department will arrange for the selected mediator to contact Parties.

d) The Parties will contract with neutrals for services, splitting the fees 50/50.

e) The mediator begins by discussing the case with the disputing Parties to assess the scope of issues and understand the Parties' positions and interests. The mediator and Parties will establish a schedule for completing the mediation process within 30 days. Ten days after the 30-day time period begins, the Department will issue a public notice of the proceeding and will schedule a pre-hearing conference for

[5] A "reverse strike out process" involves each party eliminating the least desirable mediator until one is left standing.

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Section 9.3. The mediator will assist the Parties in developing a scope of work for the technical expert if one is needed. The mediator will also assist the Parties in estimating the Dispute Resolution Process costs and addressing any concerns about those costs.

f) Mediation meeting or meetings are held.

g) If the Parties reach agreement, the Dispute Resolution Process ends here.

h) If the Parties do not reach a mediated agreement, the neutral(s) will issue a brief recommended solution or decision.

i) If the Parties accept the neutral's recommendation, the dispute resolution process ends here.

j) If one or both Parties do not accept the neutral recommendation and there is still no agreement, the dispute proceeds to Step 9.3.

9.3 Department Adjudicatory Hearing

The goal of this Step is an adjudicatory hearing at the Department, with witnesses, evidence, etc. that results in a binding precedential decision, appealable to the Massachusetts Supreme Judicial Court.

a) In the event a party does not accept the recommendation in Step 9.2, it may request, in writing, a Department adjudication.

b) The Department holds a pre-hearing conference for which notice has been provided in accordance with Section 9.2(e). The Parties, to the extent desirable and feasible, exchange information and establish an expedited schedule during the pre-hearing conference.

c) The Department and the Parties engage in pre-hearing discovery, as needed in the specific case, building on the information developed in Step 9.2, including the mediator's recommendation.

d) The Department conducts a hearing.

e) The Parties file briefs, if one or both desire to do so or the Department requests they do so. The Parties and the Department will complete Step 9.3(b) through 9.3(e) in 90 days. The Department issues its order within 20 days. If it is unable to do so, it will notify the Parties and provide a revised decision date.

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f) The Department will appoint a hearing officer or other Department staff person familiar with the DG interconnection process in Massachusetts to oversee the selection of private neutrals and otherwise serve as a resource for DG cases.

Disputes subject to the Dispute Resolution Process on these issues are not meant to be considered as Interconnecting Customer complaints as part of the Companies' service quality plans in effect at the time. This does not preclude the Interconnecting Customer from filing Interconnecting Customer complaints for which they are otherwise eligible.

10.0 CONFIDENTIALITY STATEMENT

Information including identifying information and specific Facility information may be shared with the Department. A list of all executed DG Interconnection Service Agreements will be submitted to the Department annually. Interconnecting Customers may elect to petition the Department to maintain confidentiality with their information; however, the Department is under no obligation to grant this confidentiality.

If an Interconnecting Customer's project qualifies for a Group Study, the Company is authorized to share Interconnecting Customer's contact information and project details with other Interconnecting Customers also involved in the Group Study.

In an ongoing effort to improve the interconnection process for Interconnecting Customer-owned Facilities, the information provided by Interconnecting Customers and the results of the application process will be aggregated with the information of other applicants, i.e. Interconnecting Customers, and periodically reviewed by a DG working group authorized by the Department consisting of industry participants. The aggregation process will not reveal specific details for any one Interconnecting Customer. In addition to this process, Interconnecting Customers may choose to allow non-identifying information specific to their applications to be shared with the DG working group by answering "Yes" to the Confidentiality Statement question on the first page of the application form.

11.0 INSURANCE REQUIREMENTS

11.1 General Liability

a) In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:

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i) Five million dollars ($5,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than five (5) MW;

ii) Two million dollars ($2,000,000) for each occurrence and five million dollars ($5,000,000) in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one (1) MW and less than or equal to five (5) MW;

iii) One million dollars ($1,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one hundred (100) kW and less than or equal to one (1) MW;

iv) Five hundred thousand dollars ($500,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than ten (10) kW and less than or equal to one hundred (100) kW, except as provided below in subsection 11.1(b).

b) Pursuant to 220 C.M.R. § 18.03(2), no insurance is required for Interconnecting Customers with facilities eligible for Class 1 Net Metering (facilities less than or equal to sixty (60) kW). However, the Company recommends that the Interconnecting Customer obtain adequate insurance to cover potential liabilities.

c) Any combination of General Liability and Umbrella/Excess Liability policy limits can be used to satisfy the limit requirements stated above.

d) The general liability insurance required to be purchased in this Section 11 may be purchased for the direct benefit of the Company and shall respond to third party claims asserted against the Company (hereinafter known as "Owners Protective Liability"). Should this option be chosen, the requirement of Section 11.2(a) will not apply but the Owners Protective Liability policy will be purchased for the direct benefit of the Company and the Company will be designated as the primary and "Named Insured" under the policy.

e) The insurance hereunder is intended to provide coverage for the Company solely with respect to claims made by third parties against the Company.

f) In the event the Commonwealth of Massachusetts, or any other governmental subdivision thereof subject to the claims limits of the Massachusetts Tort Claims Act, G.L. c. 258 (hereinafter referred to as the "Governmental

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Entity") is the Interconnecting Customer, any insurance maintained by the Governmental Entity shall contain an endorsement that strictly prohibits the applicable insurance company from interposing the claims limits of G.L. c. 258 as a defense in either the adjustment of any claim, or in the defense of any lawsuit directly asserted against the insurer by the Company. Nothing herein is intended to constitute a waiver or indication of an intent to waive the protections of G.L. c. 258 by the Governmental Entity.

g) Notwithstanding the requirements of section 11.1(a) through (f), insurance for certain Governmental Entity facilities may be provided as set forth in section 11.1(g)(i) and (ii) below. Nothing herein changes the provision in subsection 11.1(a)(iv) that exempts Class I Net Metering facilities (less than or equal to 60 kW) from the requirement to obtain insurance. In addition, nothing shall prevent the Governmental Entity from obtaining insurance consistent with the provisions of subsection 11.1(a) through (f), if it is able and chooses to do so.

i) For solar photovoltaic (PV) facilities with a Gross Nameplate Rating in excess of 60 kW up to 500 kW, the Governmental Entity is not required to obtain liability insurance. Any liability costs borne by the Company associated with a third-party claim for damages in excess of the claims limit of the Massachusetts Tort Claims Act, M.G.L. c. 258, and market-based premium-related costs, if any, borne by the Company associated with insurance for such third-party claims shall be recovered annually on a reconciling basis in Company rates in a manner that shall be reviewed and approved by the Department.

ii) For (a) PV facilities with a Gross Nameplate Rating in excess of 500 kW up to 5 MW, (b) wind facilities with a Gross Nameplate Rating in excess of 60 kW up to 5 MW, and (c) highly efficient combined heat and power facilities with a Gross Nameplate Rating of in excess of 60 kW up to 5 MW, the Governmental Entity is not required to obtain liability insurance, subject to the requirements of the following paragraph.

The Company shall either self-insure for any risk associated with possible third-party claims for damages in excess of the Massachusetts Tort Claims Act limit, or obtain liability insurance for such third-party claims, and the Company is authorized to charge and collect from the Governmental Entity its pro-rata allocable share of the cost of so doing, plus all reasonable administrative costs. The coverage and cost may vary with the

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size and type of facility, and may change (increase or decrease) over time, based on insurance market conditions, and such cost shall be added to, and paid for as part of the Governmental Entity's electric bill.

11.2 Insurer Requirements and Endorsements

All required insurance shall be carried by reputable insurers qualified to underwrite insurance in MA having a Best Rating of at least "A-". In addition, all insurance shall, (a) include Company as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Company 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 Company prior to cancellation, termination, or material change of such insurance; provided that to the extent the Interconnecting Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnecting Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Company as required above.

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

11.3 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 Interconnecting Customer.

The Interconnecting Customer is responsible for providing the Company with evidence of insurance in compliance with this Interconnection Tariff on an annual basis.

Prior to the Company commencing work on System Modifications, and annually thereafter, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above. The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Customer will maintain extended reporting coverage for three years on all policies written on a "claims-made" basis.

In the event that an Owners Protective Liability policy is provided, the original policy shall be provided to the Company.

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11.4 Self Insurance

If Interconnecting Customer has a self-insurance program established in accordance with commercially acceptable risk management practices, Interconnecting Customer may comply with the following in lieu of the above requirements as reasonably approved by the Company:

a) Interconnecting Customer shall provide to the Company, 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.

b) If Interconnecting Customer ceases to self-insure to the standards required hereunder, or if Interconnecting Customer is unable to provide continuing evidence of Interconnecting Customer's financial ability to self-insure, Interconnecting Customer agrees to promptly obtain the coverage required under Section 11.1.

This section shall not allow any Governmental Entity to self-insure where the existence of a limitation on damages payable by a Government Entity imposed by the Massachusetts Tort Claims Act, G.L. c. 258, or similar law, could effectively limit recovery (by virtue of a cap on recovery) to an amount lower than that required in Section 11.1(a).

12.0 ASSIGNMENT

Except as provided herein, Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this tariff without the Company's written consent. Any assignment purportedly made by Interconnecting Customer without the Company's written consent shall not be valid. The Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, the Company's consent will not be required for any assignment made by Interconnecting Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations under this tariff unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.

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13.0 Common System Modification Fee Program

13.1 Statement of Purpose

Notwithstanding any other provisions of this Interconnection Tariff to the contrary, all DG applicants interconnecting to the Company EPS through the Simplified Process shall pay a nonrefundable Common System Modification Fee ("CSM Fee") at the time of application. The CSM Fee contributes to the funding of Company EPS upgrades triggered by Simplified Process applications, up to and including the CSM Benefit Threshold (defined below), regardless of whether a specific project requires upgrades ("CSM Fee Program"). This cost-sharing approach is designed to reduce the financial burden on individual Simplified Process Interconnecting Customers when EPS modifications are necessary.

13.2 Scope, Fees, and Benefit Threshold

The CSM Fee covers the cost of equipment and work necessary to upgrade the Company EPS and that is directly related to and required for Facilities that are part of a Simplified Process application ("CSM Benefit") to safely and reliably interconnect to the Company EPS, up to and including the CSM Benefit Threshold. The CSM Benefit Threshold is the maximum CSM Benefit allowed per eligible Simplified Process application. Costs exceeding the CSM Benefit Threshold are the Interconnecting Customer's responsibility. Customer site work and metering costs are the responsibility of the Interconnecting Customer and are not paid for by the CSM Fee. The CSM Fee is payable at the time of application submittal to the Company, and is nonrefundable. The CSM Fee is $_____ per Simplified Process application, with a $_____ CSM Benefit Threshold.

13.3 Progress Reports

The Company will file progress reports on the CSM Fee Program with the Department, with a copy to the Interconnection Implementation Review Group ("IIRG") co-chairs. The first progress report will be filed 18 months after the Effective Date of the CSM Fee Program (defined below), and the second progress report will be filed 30 months after the Effective Date of the CSM Fee Program. Progress reports shall include the following information for a consecutive 12-month period and cumulatively since the beginning of the collection of the CSM Fee:

1. Number of applications paying the CSM Fee.
2. Total amount of CSM Fees collected.
3. Number of Applications requiring System Modifications.
4. Number of applications receiving full or partial CSM Benefit.
5. Total and average CSM Benefit paid out.
6. Total Customer count and contributions (dollar amount) above CSM Benefit.
7. Any other Reporting Metric as agreed upon by the Department and the Company

13.4 CSM Fee Duration

The CSM Fee Program shall take effect after Department approval of the CSM Fee Program and upon Department approval of this Common System Modification Fee Program provision of the Company's Interconnection Tariff ("Effective Date"). The initial CSM Fee Program shall operate for at least 36 months from the Effective Date, with a recommendation to the Department to either terminate or continue the CSM Fee

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Program with or without modifications as part of the Program Review in Section 13.5.

13.5 Program Review

13.5.1 18-Month Review

After the first progress report is filed with the Department (i.e., not later than 18 months from the effective date of the CSM Fee Program), the Company, IIRG members, and DG stakeholders shall meet within the following 60 calendar days to discuss operation of the CSM Fee Program and any needed changes to account for over- or under-collection of the CSM Fee. The Company may propose (1) changes to the CSM Fee by up to ±25% as compared to the prior year's CSM Fee and ±33% to the CSM Fee from three years' prior, and/or (2) changes to the CSM Benefit Threshold by up to ±50%, for expedited review by the Department. Such proposals shall be submitted to the Department for approval not later than 22 months from the Effective Date of the CSM Fee Program, with a request for Department approval within 60 calendar days thereafter Alternatively, the Company may propose changes exceeding these thresholds for review and adjudication by the Department. Such proposals shall be submitted not later than 22 months from the Effective Date of the CSM Fee Program.

13.5.2 30-Month Review

After the second progress report is filed with the Department (i.e., 30 months after the Effective Date of the CSM Fee Program), the Company, IIRG members, and DG stakeholders shall meet within the following 60 calendar days to assess lessons learned, discuss any needed changes, and determine whether to propose continuing the CSM Fee Program after its initial 36-month term. Not later than 34 months from the Effective Date of the CSM Fee Program, the Company shall either (1) notify the Department in writing that it is not proposing to extend the CSM Fee Program, or (2) file a proposal with the Department with any necessary revisions for continued operation of the CSM Fee Program; as part of this proposal, the Company may propose changes to the CSM Fee by up to ±25% as compared to the prior year's CSM Fee and ±33% to the CSM Fee from three years' prior, and/or changes to the CSM Benefit Threshold by up to ±50%, for expedited review by the Department. Such proposals shall include a request for Department approval within 60 calendar days thereafter. Alternatively, the Company may propose changes exceeding these thresholds for review and adjudication by the Department. Such proposals shall be submitted not later than 34 months from the Effective Date of the CSM Fee Program.

13.6 Program Recommendations at End of 36-Month Initial Term if the CSM Fee Program Is Not Continuing

The CSM Fee Program is intended to be self-sustaining, with collections matching expenditures for equipment and work necessary to upgrade the Company EPS directly related to and required for Facilities that are part of a Simplified Process application to safely and reliably interconnect to the Company EPS. After the 36-month initial term of the CSM Fee Program, if the Department has approved any Company proposal to terminate the CSM Fee Program and there was an under-collection of fees to cover the expenditures under the CSM Fee Program, the Company may seek recovery of the difference through its base distribution rates subject to approval by the Department. After the 36-month initial CSM Fee Program term, if the Department has approved any Company proposal to terminate the CSM Fee Program and there was an over-collection of fees to cover the expenditures under the Program, the Company shall apply such surplus of funds to Company's base distribution rates or an existing reconciliation mechanism as a credit.

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13.7 Continued Operation of the CSM Fee Program, Annual Reporting and Costs

If the Department approves a Company proposal to continue the CSM Fee Program past the initial 36-month term, the Company shall establish an annual report filing date ("Annual Report Date"). Not later than the Annual Report Date, the Company shall annually file a report with the Department, with a copy to the IIRG co-chairs, that includes the following items, for a consecutive 12-month period ("Annual Report"):

1. Number of applications paying the CSM Fee.
2. Total amount of CSM Fees collected.
3. Number of Applications requiring System Modifications.
4. Number of applications receiving full or partial CSM Benefit.
5. Total and average CSM Benefit paid out.
6. Total Customer count and contributions (dollar amount) above CSM Benefit.
7. Balance of the CSM Fees held as of the last day of the reporting period.
8. The amount of CSM Fees either over or under collected during the reporting period, as compared to the CSM Benefit expenditures during the reporting period.
9. Any other Reporting Metric as agreed upon by the Department and the Company

The Company shall include with the annual report any proposed adjustments to the CSM Fee, CSM Benefit Threshold, or both. Any overcollection in a given CSM Fee Program year shall be held within the CSM Fee Program to continue to support CSM Benefits for Simplified Process applications.

Every three years, the Company shall include in its Annual Report a more detailed filing on the collection of CSM Fees and CSM Benefits and the impact of annual program adjustments over this three-year period.

In the event of under-collection of CSM Fees as compared to CSM Benefit expenditures at the end of the three-year period, the Company may seek recovery of the difference from its base distribution rates or an existing reconciliation mechanism subject to approval by the Department.

In the event of overcollection of CSM Fees as compared to CSM Benefit expenditures at the end of the three-year period, CSM Fees shall continue to be held within the CSM Fee Program to support CSM Benefits for future Simplified Process applications. If there was an under-collection in any prior three-year period where the Company received approval from the Department to recover such costs, the Company may apply such surplus of funds to the benefit of customers.

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Exhibit A - Simplified Process Interconnection Application Instructions

(please do not submit this page)

General Information

If you, the Interconnecting Customer, wish to submit an application to interconnect your generating Facility using the Simplified Process (reference Section 3.1 of the Interconnection Tariff for eligibility) please fill out the attached application form completely (not including this page of instructions), including your signature in the space provided. Interconnections that may be eligible for this Simplified Process include UL 1741-Listed inverter-based Facilities that are either (1) connecting to radial electric power systems with power ratings of ≤ 25 kW, or (2) connecting to spot network electric power systems with power ratings of ≤ 25 kW. Please attach any documentation provided by the inverter manufacturer concerning the UL 1741 listing provided by the manufacturer. Once complete, please sign and return to the Company along with the supporting documentation requested and the required application fee.

Mail all material to:

National Grid
Attn: Distributed Generation
40 Sylvan Rd
Waltham, MA 02451

Or email to Distributed.Generation@nationalgrid.com

The Simplified Process is as follows:

1) Application process:
   a) Interconnecting Customer submits a Simplified Application filled out properly and completely.
   b) The electric utility (Company) acknowledges to the Interconnecting Customer receipt of the application within 3 Business Days of receipt.
   c) Company evaluates the application for completeness and notifies the Interconnecting Customer within 10 Business Days of receipt that the application is or is not complete and, if not, advises what is missing.
2) Company verifies Facility equipment can be interconnected safely and reliably. In the event that the Facility fails Screen #5 in Figure 1, that is located in Section 3.0 of the Standards for Interconnection of Distributed Generation Tariff ("Interconnection Tariff"), as approved by the Department of Public Utilities (see Company's website for complete tariff), the Company shall have 20 Business Days to review the Interconnection Application to determine if the Facility can be interconnected safely and reliably.

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3) If approved, the Company signs the application approval line and sends to the Interconnecting Customer. In certain rare circumstances, the Company may require the Interconnecting Customer to pay for minor System Modifications. If so, a description of work and an estimate will be sent back to the Interconnecting Customer for approval. The Interconnecting Customer would then approve via a signature and payment for the minor System Modifications. If the Interconnecting Customer approves, the Company performs the System Modifications. Then, the Company signs the application approval line and sends to the Interconnecting Customer.
4) Upon receipt of the signed application, the Interconnecting Customer installs the Facility. Then the Interconnecting Customer arranges for inspection of the completed installation by the local electrical wiring inspector, or other authority having jurisdiction, and this person signs the Certificate of Completion. If the Facility was installed by an electrical contractor, this person also fills out the Certificate of Completion.
5) The Interconnecting Customer returns the Certificate of Completion to the Company.
6) Following receipt of the Certificate of Completion, the Company may inspect the Facility for compliance with standards by arranging for a Witness Test. The Interconnecting Customer has no right to operate in parallel (interconnect) until a Witness Test has been performed or has been previously waived on the Application Form. The Company is obligated to complete this Witness Test within 10 Business Days of the receipt of the Certificate of Completion. If the Company does not inspect in 10 Business Days or by mutual agreement of the Parties, the Witness Test is deemed waived.
7) Assuming the wiring inspection, all Compliance Documentation, and/or Witness Test are satisfactory, the Company notifies the Interconnecting Customer in writing that interconnection is authorized. If the any of the above are not satisfactory, the Company has the right to disconnect the Facility, and will provide information to the Interconnecting Customer describing clearly what is required for approval.

Contact Information: You must provide the contact information for the legal applicant (i.e., the Interconnecting Customer). If other parties are responsible for interfacing with the Company, you should provide their contact information as well.

Ownership Information: Please enter the legal names of the owner or owners of the Facility. Include the percentage ownership (if any) by any electric service company or public utility holding company, or by any entity owned by either. “Electric service company” is intended to mean and include any entity that is not eligible for net metering services under the net metering statutes, regulations, Department orders, and distribution company tariffs.

Generating Facility Information: Please consult an actual electric bill from the Company and enter the correct Account Number and Meter Number on this application. If the facility is to be installed in a new location, a temporary number may be assigned by the Electric Company.
Confidentiality Statement: In an ongoing effort to improve the interconnection process for Interconnecting Customers, the information you provide and the results of the application process will be aggregated with the information of other applicants, i.e. Interconnecting Customers, and periodically reviewed by a DG working group of industry participants that has been organized by the Massachusetts Department of Public Utilities (DPU). The aggregation process mixes the data together so that specific details for one Interconnecting Customer are not revealed. In addition to this process, you may choose to allow the non-identifying

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information specific to your application to be shared with the Working Group by answering "Yes" to the Confidentiality Statement question on the first page. Please note that even in this case your identification information (contact data) and specific Facility location will not be shared.

UL1741 Listed? The standard UL 1741, "Inverters, Converters, and Controllers for Use in Independent Power Systems," addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers choose to submit their equipment to a Nationally Recognized Testing Laboratory (NRTL) that verifies compliance with UL 1741. This term "Listed" is then marked on the equipment and supporting documentation.

AC Rating: The AC power output rating of the individual inverter.

System Design Capacity: The system total of the inverter AC Ratings. If there are multiple inverters installed in the system, this is the sum of the AC Ratings of all inverters.

DC-STC rating (kW): The DC STC of all of the inverters of the Facility, regardless of the number of DC PV panels that are installed.

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Simplified Process Interconnection Application and Service Agreement

ATTACHMENT 1

Contact Information: Date Prepared: _____

Legal Name and address of Interconnecting Customer

Interconnecting Customer (print):_____Contact Person: _____

Mailing Address: _____

City:_____State:_____Zip Code: _____

Telephone (Daytime):_____(Evening):_____

Facsimile Number:_____E-Mail Address: _____

Customer name (if Customer is not Interconnecting Customer) _____

Customer email:_____Customer telephone: _____

Customer Mailing Address: _____

City:_____State:_____Zip Code: _____

Landowner name (if neither Interconnecting Customer nor Customer)

_____

Landowner email:_____Landowner telephone: _____

Landowner Mailing Address: _____

City:_____State:_____Zip Code: _____

Alternative Contact Information
(e.g., system installation contractor or coordinating company, if appropriate):

Name:_____

Mailing Address: _____

City:_____State:_____Zip Code: _____

Telephone (Daytime):_____(Evening):_____

Facsimile Number:_____E-Mail Address: _____

Electrical Contractor Contact Information (if appropriate):

Name:_____Telephone:_____

Mailing Address: _____

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City:_____ State:_____ Zip Code: _____

Ownership Information (include % ownership by any electric utility): _____

Confidentiality Statement: "I agree to allow information regarding the processing of my application (without my name and address) to be reviewed by the Massachusetts DG Working Group that is exploring ways to further expedite future interconnections." Yes_____ No _____

Facility Information:

Address of Facility: _____

City:_____ State:_____ Zip Code: _____

Electric Distribution Company: _____

Account Number: _____

Meter Number: _____

Inverter Manufacturer: _____
Model Name and Number:_____ Quantity: _____

Single___ or Three___ Phase

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

Maximum: _____(kW)_____(kVA)_____(AC Volts)

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

Maximum _____(kW)_____(kVA)

For Solar PV provide the DC-STC rating:_____(kW)

Prime Mover: ☐ Photovoltaic ☐ Reciprocating Engine ☐ Fuel Cell ☐ Turbine
Other _____

Energy Source: ☐ Solar ☐ Wind ☐ Hydro ☐ Diesel ☐ Natural Gas ☐ Fuel Oil
Other _____

IEEE 1547.1 (UL 1741) Listed? Yes_____ No_____

Authorized/Proposed generation capacity already exists (check all that apply):

☐ On Current Account ☐ On Same Legal Parcel of Land ☐ In Same Building/Structure

If any apply, include existing generation capacity on design diagrams, and provide Application Number(s): _____

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Is this application for a new Facility or change to an existing Facility? ☐ New ☐ Change to Existing Facility. In cases of changes to an existing Facility, the Interconnecting Customer applying represents and warrants to the Company that he/she/it is the Interconnecting Customer for the existing Facility and has the right to make the requested changes to the existing Facility, and may be required to provide the Company additional documentation.

If it is a change to an existing Facility, provide the application number for the existing Facility, a brief description of the change and the following information: Existing Facility Application No. _____ Change Description:_____Existing Facility Nameplate Capacity: _____ (kW) Proposed Change in Capacity to Existing Facility (if no change to capacity, put 0 here): _____ (kW) ☐ increase ☐ decrease Total Facility Capacity (existing plus any changes): _____ (kW) *Note, the total Facility capacity must be represented and detailed in the Facility Information required above.

Estimated Install Date:_____Estimated. In-Service Date: _____

Site Control? (Y/N)_____If "no", the Application may not be submitted at this time. Interconnecting Customer must provide evidence of site control with this application in the form attached hereto at Attachment 1A or 1B.

ISO-NE Wholesale Market Participation

Is the project intending to participate in any ISO-NE market? Yes_____No_____Uncertain_____

If so, in which ISO-NE market(s) do(es) the project intend to participate?

_____

_____

If so, does the project intend to be:

Asset Lead Participant _____

Or

Resource Lead Participant _____

For DG Facilities paired with an energy storage system, the DG applicant shall state any intent to participate for the DG facility and energy storage system separately.

Is the energy storage system intending to participate in any ISO-NE market? Yes_____No___Uncertain_____

If so, in which ISO-NE market(s) do(es) the energy storage system intend to participate?

_____

_____

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Interconnecting Customer Signature:

I hereby certify that, to the best of my knowledge, all of the information provided in this application is true and I agree to the Terms and Conditions for Simplified Process Interconnections attached hereto and included in Exhibit A of the Company's Standards for Interconnection of Distributed Generation in effect from time to time. The Interconnecting Customer understands and agrees that if this application is for a change to an existing Facility, then this approval and agreement shall supersede and be in place of any prior approval.

Interconnecting Customer Signature:_____ Title:_____ Date: _____

Please attach any documentation provided by the inverter manufacturer describing the inverter's UL 1741 listing.

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Approval to Install Facility (For Company use only)

Installation of the Facility is approved contingent upon the terms and conditions of this Agreement, and agreement to any system modifications, if required
(Are system modifications required? Yes_____No____To be Determined ____):

Company Signature:_____Title:_____Date:_____

Application ID number: _____

Company waives inspection/Witness Test? Yes_____No_____

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Terms and Conditions for Simplified Process Interconnections

1) Construction of the Facility. The Interconnecting Customer may proceed to construct the Facility once the Approval to Install the Facility has been signed by the Company.

2) Interconnection and operation. The Interconnecting Customer may operate Facility and interconnect with the Company's system once the following has occurred:

    a) Municipal Inspection. Upon completing construction, the Interconnecting Customer will cause the Facility to be inspected or otherwise certified by the local electrical wiring inspector with jurisdiction.

    b) Certificate of Completion. The Interconnecting Customer returns the Certificate of Completion appearing as Attachment 2 to the Agreement to the Company at address noted.

    c) Company has completed or waived the right to inspection.

    d) The Company has issued the Authorization to Interconnect.

3) Company Right of Inspection. Within ten (10) Business Days after receipt of the Certificate of Completion, the Company may, upon reasonable notice and at a mutually convenient time, conduct an inspection of the Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with the Interconnection Tariff. The Company has the right to disconnect the Facility in the event of improper installation or failure to return Certificate of Completion. If the Company does not inspect in 10 days or by mutual agreement of the Parties, the Witness Test is deemed waived.

4) Safe Operations and Maintenance. The Interconnecting Customer shall be fully responsible to operate, maintain, and repair the Facility.

5) Access. The Company shall have access to the disconnect switch (if required) of the Facility at all times.

6) Disconnection. The Company may temporarily disconnect the Facility to facilitate planned or emergency Company work.

7) Metering and Billing. All Facilities approved under this Agreement qualify for net metering, as approved by the Department from time to time, and the following is necessary to implement the net metering provisions:

    a) Interconnecting Customer Provides Meter Socket. The Interconnecting Customer shall furnish and install, if not already in place, the necessary meter socket and wiring in accordance with accepted electrical standards.

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b) Company Installs Meter. The Company shall furnish and install a meter capable of net metering within ten (10) Business Days after receipt of the Certificate of Completion if inspection is waived, or within 10 Business Days after the inspection is completed, if such meter is not already in place.

8) Indemnification. Except as the Commonwealth is precluded from pledging credit by Section 1 of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.

9) 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.

10) Termination. This Agreement may be terminated under the following conditions:

a) By Mutual Agreement. The Parties agree in writing to terminate the Agreement.

b) By Interconnecting Customer. The Interconnecting Customer may terminate this Agreement by providing written notice to Company.

c) By Company. The Company may terminate this Agreement (1) if the Facility fails to operate for any consecutive 12 month period, (2) in the event that the Facility impairs the operation of the electric distribution system or service to other Customers or materially impairs the local circuit and the Interconnecting Customer does not cure the impairment, or (3) if the Interconnecting Customer does not substantially complete construction within 12 months after receiving approval from the Company. Notwithstanding the foregoing, the Company's right to terminate this Agreement under (3) above is subject to any claim of Force Majeure made by the Interconnecting Customer in accordance with, and subject to the limitations of, Section 3.7 of the Interconnection Tariff (as defined below).

11) Assignment/Transfer of Ownership of the Facility. This Agreement shall survive the transfer of ownership of the Facility to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies the Company.

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12) Interconnection Tariff. These Terms and Conditions are pursuant to the Company's Standard for Interconnection of Distributed Generation Tariff ("Interconnection Tariff"), as approved by the Department of Public Utilities and as the same may be amended from time to time. All defined terms set forth in these Terms and Conditions are as defined in the Interconnection Tariff (see Company's website for complete tariff).

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Exhibit A–Simplified Process Interconnection Application

Attachment 1A – Interconnecting Customer Landownership Self-Certification Form

This Interconnecting Customer Landownership Self-Certification form must be submitted as part of an application submission if the Interconnecting Customer is the Landowner of the site for the proposed Facility. The form must be revised and resubmitted if there are any changes prior to the execution of the Exhibit G – Interconnection Service Agreement that would invalidate the information provided herein, including, without limitation, a change in the Landowner or Interconnecting Customer.
If the Interconnecting Customer is not the Landowner of the site, Attachment 1B – Landowner Certification and Consent Form is required instead.
Where available, applicants are encouraged to submit this form online using webforms provided by the Company.

1. **Date this Landownership Self-Certification Form is being submitted:** _____
2. This form is to ☐ accompany an initial application; or
   ☐ resubmitted/revised for existing Application No. _____

3. **Application Information:**
   a. Interconnecting Customer:_____ Contact Name: _____
   b. Application Number (if available): _____

   c. Site where the Facility will be located ("Site"):
      Street Address:_____
      City:_____
      State:_____
      Zip Code: _____
4. **Interconnecting Customer certifies as follows:**
   a. ☐ I certify that I own the Site where the proposed Facility is to be sited.
   b. ☐ I certify that I have beneficial ownership through the legal entity identified below of the Site where the proposed Facility is to be sited.
      i. Name and type of Legal Entity: _____
      ii. State of organization of Legal Entity: _____
      iii. A beneficial owner may need to provide additional information regarding the Legal Entity and the beneficial owner's control of the Legal entity for the Company to deem the application complete.

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The Interconnecting Customer understands that the Company is relying upon this Interconnecting Customer Landownership Self-Certification Form. Any false assertions made will render this certification null and void and may result in, without limitation, cancellation of the Interconnecting Customer's Interconnection Application and/or loss of queue position.

Interconnecting Customer
Signature:_____ Date:_____
Name:_____ Title: _____

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Exhibit A – Simplified Process Interconnection Application

Attachment 1B –Landowner Certification and Consent Form

This Landowner Certification and Consent Form must be submitted as part of an application submission if the Interconnecting Customer is NOT the Landowner of the site for the proposed Facility. The form must be revised and resubmitted if there are any changes prior to the execution of the Exhibit G – Interconnection Service Agreement that would invalidate the information provided herein including, without limitation, a change in the Landowner or Interconnecting Customer, or expiration or termination of the Agreement (as defined below).
If the Interconnecting Customer is the Landowner of the site, Attachment 1A – Interconnecting Customer Landownership Self-Certification form is required instead.
For this form to be deemed complete by the Company, it shall be completed in its entirety and executed by the Landowner and the Interconnecting Customer.
Where available, applicants are encouraged to submit this form online using webforms provided by the Company.

1. **Date this Landowner Certification and Consent Form is being submitted:**
2. This form is to ☐ accompany an initial application; or
   ☐ resubmitted/revised for existing Application No. _____

3. **Application Information:**

   a. Application Number (if available):_____
   b. Interconnecting Customer:_____Contact Name: _____
   c. Landowner:_____Contact Name: _____
   d. Site where the Facility will be located ("Site"):
      Street Address: _____
      City:_____
      State:_____
      Zip Code: _____

Landowner and Interconnecting Customer certify as follows: The Landowner and the Interconnecting Customer have entered into an agreement(s) authorizing the Interconnecting Customer to use the Site for the purpose of siting and operating the Facility ("Agreement"), and such Agreement is in full force and effect as of the date of hereof. The Landowner has not granted any other party any rights that would conflict with, materially interfere, or prohibit the Interconnecting Customer's ability to use the Site for the purposes described herein.

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The term (including options to extend) of the Agreement expires on:

_____
.

The Interconnecting Customer understands that the Company is relying upon this Landowner Certification and Consent Form. Any false assertions made will render this certification null and void and may result in, without limitation, cancellation of the Interconnecting Customer's Interconnection Application and/or loss of queue position.

Landowner
Signature: Date:

_____
_____
Name: Title:
_____

Interconnecting Customer
Signature: Date:

_____
Name: Title:
_____

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ATTACHMENT 2

Certificate of Completion for Simplified Process Interconnections

Installation Information: ☐ Check if owner-installed

Interconnecting Customer Name (print): _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Address of Facility (if different from above):

_____

Electrical Contractor's Name (if appropriate): _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

License number: _____

Date of approval to install Facility granted by the Company: _____

Application ID number: _____

Inspection:

The system has been installed and inspected in compliance with the local Building/Electrical Code of

_____
(City/County)

Signed (Local Electrical Wiring Inspector, or attach signed electrical inspection):

_____

Name (printed): _____

Date: _____

License # _____

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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 Company's name below):

Name:_____

Company:_____

Mail 1:_____

Mail 2:_____

City, State ZIP: _____

Fax No.: _____

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Exhibit B - Generating Facility Expedited/Standard Pre-Application Report Form

Interconnecting Customer Name (print): _____

Contact Person: _____

Mailing Address: _____

City:_____ State:_____ Zip Code: _____

Telephone (Daytime):_____ (Evening):_____

Facsimile Number:_____ E-Mail Address: _____

Alternative Contact Information (e.g., system installation contractor or coordinating company)

Name (print): _____

Contact Person: _____

Mailing Address: _____

City:_____ State:_____ Zip Code: _____

Telephone (Daytime):_____ (Evening):_____

Facsimile Number:_____ E-Mail Address: _____

Facility Information:

1) Proposed Facility Location (street address with cross streets, including town, and a Google Map still picture and GPS coordinates): _____

2) Generation Type: _____

3) Size (AC kW): _____

4) Single or Three Phase Generator Configuration: _____

5) Stand-alone (no On-site load, not including parasitic load)?Yes__No_____

6) If there is existing service at the Proposed Facility site, provide:

   a) Interconnecting Customer Account Number
   _____

   b) site minimum and maximum (if available) current or proposed electric loads

      i) Minimum kW: _____

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ii) Maximum kW: _____

7) Is new service or service upgrade needed?

The appropriate Pre-Application fee must be submitted with this form:

$100 (<250kW) $250(≥250kW to <500W) $750(≥500 kW)

DISCLAIMER: Be aware that this Pre-Application Report is simply a snapshot in time and is non-binding. System conditions can and do change frequently.

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STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Exhibit C - Expedited/Standard Process Interconnection Application Instructions
(please do not submit this page)

General Information

Prior to submitting an Interconnection Application through either the Expedited or Standard Process, all Interconnecting Customers with Facilities that are 250kW or greater must request and receive a Pre-Application Report from the Company (Exhibit B). If the Pre-Application Report is not received within the applicable Time Frame, the Interconnecting Customer can file its application. The Pre-Application Report is optional for those Facilities that are less than 250 kW. Complete information regarding the Pre-Application Report is found in Section 3.2 of the Standards for Interconnection of Distributed Generation Tariff ("Interconnection Tariff) which is located on the Company's website.

If you wish to submit an application to interconnect your generating facility using the Expedited or Standard Process following receipt of the Pre-Application Report as applicable, please fill out all pages of the attached application form (not including this page of instructions). Once complete, please sign, attach the supporting documentation requested and enclose an application fee of $4.50/kW (minimum of $300 and maximum of $7,500).

Contact Information: You must provide as a minimum the contact information of the legal applicant, i.e. Interconnecting Customer. If another party is responsible for interfacing with the Company (utility), you must provide their contact information as well.

Ownership Information: Please enter the legal names of the owner or owners of the generating facility. Include the percentage ownership (if any) by any electric service company or public utility holding company, or by any entity owned by either. "Electric service company" is intended to mean and include any entity that is not eligible for net metering services under the net metering statutes, regulations, Department orders, and distribution company tariffs.

Confidentiality Statement: In an ongoing effort to improve the interconnection process for Interconnecting Customer-owned generating facilities, the information you provide and the results of the application process will be aggregated with the information of other applicants, i.e. Interconnecting Customers, and periodically reviewed by a DG Working Group of industry participants that has been organized by the Massachusetts Department of Public Utilities (DPU). The aggregation process mixes the data together so that specific details for one Interconnecting Customer are not revealed. In addition, for projects that qualify for a Group Study, the Company is authorized to share the Interconnecting Customer's contact information and project details with other Interconnecting Customers also involved in the Group Study. For projects that do not qualify for a Group Study, you may choose to allow the non-identifying information specific to your application to be shared with the Working Group by answering "Yes" to the Confidentiality

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Statement question on the first page. Please note that even in this case your identification information (contact data) and specific generating facility location will not be shared.

Generating Facility Information

Account and Meter Numbers: Please consult an actual electric bill from the Company and enter the correct Account Number and Meter Number on this application. If the facility is to be installed in a new location, a temporary number may be assigned by the Electric Company.

AC Rating: The AC power output rating of the individual inverter.

System Design Capacity: The system total of the inverter AC Ratings. If there are multiple inverters installed in the system, this is the sum of the AC Ratings of all inverters

DC-STC rating (kW): The DC-STC of all of the inverters of the Facility, regardless of the number of DC PV panels that are installed.

UL 1741 Listed? The standard UL 1741, "Inverters, Converters, and Controllers for Use in Independent Power Systems," addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers choose to submit their equipment to a Nationally Recognized Testing Laboratory (NRTL) that verifies compliance with UL 1741. This "listing" is then marked on the equipment and supporting documentation.

DEP Air Quality Permit Needed? A generating facility may be considered a point source of emissions of concern by the Massachusetts Department of Environmental Protection (DEP). Therefore, when submitting this application, please indicate whether your generating facility will require an Air Quality Permit. You must answer these questions, however, your specific answers will not affect whether your application is deemed complete. Please contact the DEP to determine whether the generating technology planned for your facility qualifies for a DEP waiver or requires a permit.

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Generating Facility Expedited/Standard Process Interconnection Application

Contact Information: Date Prepared: _____

Legal Name and address of Interconnecting Customer

Interconnecting Customer (print):_____Contact Person: _____

Mailing Address: _____

City:_____State:_____Zip Code: _____

Telephone (Daytime):_____(Evening):_____

Facsimile Number:_____E-Mail Address: _____

Customer name (if Customer is not Interconnecting Customer) _____

Customer email:_____Customer telephone: _____

Customer Mailing Address: _____

City:_____State:_____Zip Code: _____

Landowner name (if neither Interconnecting Customer nor Customer)

_____

Landowner email:_____Landowner telephone: _____

Landowner Mailing Address: _____

City:_____State:_____Zip Code: _____

Alternative Contact Information
(e.g., system installation contractor or coordinating company, if appropriate):

Name:_____

Mailing Address: _____

City:_____State:_____Zip Code: _____

Telephone (Daytime):_____(Evening):_____

Facsimile Number:_____E-Mail Address: _____

Ownership (include % ownership by any electric utility): _____

Site Control? (Y/N)_____If "no", the Application may not be submitted at this time.
Interconnecting Customer must provide evidence of site control with this application in the form attached hereto at Attachment 1A or 1B

Will Facility be constructed on a single parcel of land? (Y/N) _____

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Authorized/Proposed generation capacity already exists (check all that apply):

☐ On Current Account ☐ On Same Legal Parcel of Land ☐ In Same Building/Structure

If any apply, include existing generation capacity on design diagrams, and provide Application Number(s): _____

Is this application for a new Facility or change to an existing Facility? ☐ New ☐ Change to Existing Facility. In cases of changes to an existing Facility, the Interconnecting Customer applying represents and warrants to the Company that he/she/it is the Interconnecting Customer for the existing Facility and has the right to make the requested changes to the existing Facility and may be required to provide the Company additional documentation.

If it is a change to an existing Facility, provide the application number for the existing Facility, a brief description of the change and the following information: Existing Facility Application No. _____ Change Description: _____Existing Facility Nameplate Capacity: _____ (kW) Proposed Change in Capacity to Existing Facility (if no change to capacity, put 0 here): _____ (kW) ☐ increase ☐ decrease Total Facility Capacity (existing plus any changes): _____ (kW) *Note, the total Facility capacity must be represented and detailed in the Facility Information required above.

Confidentiality Statement: "I agree to allow information regarding the processing of my application (without my name and address) to be reviewed by the Massachusetts DG Working Group that is exploring ways to further expedite future interconnections." Yes_____No _____

Group Study Agreement: "I understand and agree if my project becomes part of a Group Study, the Company is authorized to share my contact information and project details with other parties that are also involved in the Group Study."

Generating Facility Information

Please provide all Pre-Application Reports (either mandatory or optional) as attachments. This is mandatory for systems greater than or equal to 250 kW.

Address of Facility: _____

City:_____State:_____Zip Code: _____

Electric Distribution Company:

_____

Account Number: _____

Meter Number: _____

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

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Maximum _____(kW)_____(kVA)

For Solar PV provide the DC-STC rating:_____(kW_{DC})

Type of Generating Unit: Synchronous _____ Induction _____ Inverter_____

Manufacturer:_____Model:_____

Prime Mover: ☐Fuel Cell ☐ Reciprocating Engine☐ Gas Turbine☐ Steam Turbine
☐Microturbine ☐Photovoltaic Other _____

Energy Source: ☐Solar ☐ Wind ☐ Hydro ☐ Diesel ☐ Natural Gas ☐Fuel Oil
Other_____(Please Specify)

For Solar PV provide the DC-STC rating:_____(kW)

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IEEE 1547.1 (UL 1741) Listed? Yes_____No _____

1) Generating Unit Type 1

Manufacturer:_____Model Name and Number: _____
Quantity: _____

Single___or Three___Phase

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

Maximum:_____(kW)_____(kVA)_____(AC Volts)

2) Generating Unit Type 2 (if applicable)

Manufacturer:_____Model Name and Number: _____
Quantity: _____

Single___or Three___Phase

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

Maximum:_____(kW)_____(kVA)_____(AC Volts)

3) Generating Unit Type 3 (if applicable)

Manufacturer:_____Model Name and Number: _____
Quantity: _____

Single___or Three___Phase

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

Maximum:_____(kW)_____(kVA)_____(AC Volts)

Need an air quality permit from DEP? Yes_____No_____Not Sure _____
If "yes", have you applied for it? Yes_____No _____

Planning to Export Power? Yes_____No_____ A Cogeneration Facility? Yes_____No _____

Anticipated Export Power Purchaser: _____

Export Form? Simultaneous Purchase/Sale_____Net Purchase/Sale_____Net Metering _____
Other (Specify) _____

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If net metering, please refer to Schedule Z of the Standards for Interconnection of Distributed Generation. Please note that if under the public cap, all off-takers must be a Municipality or Other Governmental Entity (as defined in 220 C.M.R. 18.02) and therefore be certified by the DPU.

Est. Install Date:_____ Est. In-Service Date:_____ Agreement Needed By: _____

Application Process

I am opting to forego the Expedited Process. Please review this application under the Standard Process. Yes____ No ____

I hereby certify that, to the best of my knowledge, all of the information provided in this application is true:
Interconnecting Customer Signature:_____ Title:_____ Date: _____

The information provided in this application is complete:
Company Signature:_____ Title:_____ Date: _____

ISO-NE Wholesale Market Participation

Is the project intending to participate in any ISO-NE market? Yes____ No____ Uncertain____

If so, in which ISO-NE market(s) do(es) the project intend to participate?

_____

_____

If so, does the project intend to be:

Asset Lead Participant _____

Or

Resource Lead Participant _____

For DG Facilities paired with an energy storage system, the DG applicant shall state any intent to participate for the DG facility and energy storage system separately.

Is the energy storage system intending to participate in any ISO-NE market? Yes____ No___ Uncertain____

If so, in which ISO-NE market(s) do(es) the energy storage system intend to participate?

_____

_____

Generating Facility Technical Detail

Information on components of the generating facility that are currently Listed

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	Equipment Type	Manufacturer	Model	National Standard
1.				
2.				
3.				
4.				
5.				
6.				

Total Number of Generating Units in Facility? _____

Generator Unit Power Factor Rating: _____

Max Adjustable Leading Power Factor?_____ Max Adjustable Lagging Power Factor? _____

Generator Characteristic Data (for all inverter-based machines)

Max Design Fault Contribution Current?_____ Instantaneous_____or RMS? _____

Harmonics Characteristics: _____

Start-up power requirements: _____

Generator Characteristic Data (for all rotating machines)

Rotating Frequency:_____(rpm) Neutral Grounding Resistor (If Applicable): _____

Additional Information for Synchronous Generating Units

Synchronous Reactance, Xd: _____(PU) Transient Reactance, X'd: _____(PU)

Subtransient Reactance, X'd: _____(PU) Neg Sequence Reactance, X2: _____(PU)

Zero Sequence Reactance, Xo: _____(PU) kVA Base: _____

Field Voltage: _____(Volts) Field Current: _____(Amps)

Additional information for Induction Generating Units

Rotor Resistance, Rr: _____ Stator Resistance, Rs: _____

Rotor Reactance, Xr: _____ Stator Reactance, Xs: _____

Magnetizing Reactance, Xm: _____ Short Circuit Reactance, Xd": _____

Exciting Current: _____ Temperature Rise: _____

Frame Size: _____

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

Reactive Power Required In Vars (No Load): _____

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Reactive Power Required In Vars (Full Load): _____

Additional information for Induction Generating Units that are started by motoring

Motoring Power: _____(kW) Design Letter: _____

Interconnection Equipment Technical Detail Date:_____

Will a transformer be used between the generator and the point of interconnection?
Yes_____ No _____

Will the transformer be provided by Interconnecting Customer? Yes_____ No _____

Transformer Data (if applicable, for Interconnecting Customer-Owned Transformer):

Nameplate Rating: _____(kVA) Single_____or Three_____Phase

Transformer Impedance: _____(%) on a _____kVA Base

If Three Phase:
Transformer Primary:_____(Volts)_____Delta____ Wye_____Wye Grounded_____Other
Transformer Secondary:_____(Volts)_____Delta_____Wye_____Wye Grounded_____Other

Transformer Fuse Data (if applicable, for Interconnecting Customer-Owned Fuse):
(Attach copy of fuse manufacturer's Minimum Melt & 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)

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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: _____

Manufacturer:_____Type:_____Style/Catalog No.:_____Proposed Setting: _____

Current Transformer Data (if applicable):

(Enclose copy of Manufacturer's Excitation & 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: _____

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General Technical Detail Date: _____

Enclose 3 copies, or send 1 electronic copy, of site electrical One-Line Diagram showing the configuration of all generating facility equipment, current and potential circuits, and protection and control schemes with a Massachusetts registered professional engineer (PE) stamp. Enclose 3 copies, or send 1 electronic copy, of any applicable site documentation that indicates the precise physical location of the proposed 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 Application Address)

_____

_____

Enclose copy of any applicable site documentation that describes and details the operation of the protection and control schemes.

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

When mailing application fee checks, please enclose a copy of this signed interconnection application form with the payment. Please enclose any other information pertinent to this Facility.

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Exhibit C – Generating Facility Expedited/Standard Process Interconnection Application

Attachment 1A – Interconnecting Customer Landownership Self-Certification Form

This Interconnecting Customer Landownership Self-Certification form must be submitted as part of an application submission if the Interconnecting Customer is the Landowner of the site for the proposed Facility. The form must be revised and resubmitted if there are any changes prior to the execution of the Exhibit G – Interconnection Service Agreement that would invalidate the information provided herein, including, without limitation, a change in the Landowner or Interconnecting Customer.
If the Interconnecting Customer is not the Landowner of the site, Attachment 1B – Landowner Certification and Consent Form is required instead.
Where available, applicants are encouraged to submit this form online using webforms provided by the Company.

1. **Date this Landownership Self-Certification Form is being submitted:** _____
2. This form is to ☐ accompany an initial application; or
   ☐ resubmitted/revised for existing Application No. _____

3. **Application Information:**
   a. Interconnecting Customer:_____Contact Name: _____
   b. Application Number (if available):_____
   c. Site where the Facility will be located ("Site"):
      Street Address: _____
      City:_____
      State:_____
      Zip Code: _____
4. **Interconnecting Customer certifies as follows:**
   a. ☐ I certify that I own the Site where the proposed Facility is to be sited.
   b. ☐ I certify that I have beneficial ownership through the legal entity identified below of the Site where the proposed Facility is to be sited.
      i. Name and type of Legal Entity: _____
      ii. State of organization of Legal Entity: _____
      iii. A beneficial owner may need to provide additional information regarding the Legal Entity and the beneficial owner's control of the Legal entity for the Company to deem the application complete.

The Interconnecting Customer understands that the Company is relying upon this Interconnecting Customer Landownership Self-Certification Form. Any false assertions made will render this certification

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null and void and may result in, without limitation, cancellation of the Interconnecting Customer's Interconnection Application and/or loss of queue position.

Interconnecting Customer
Signature:_____ Date:_____
Name:_____ Title:_____

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Exhibit C – Generating Facility Expedited/Standard Process Interconnection Application

Attachment 1B –Landowner Certification and Consent Form

This Landowner Certification and Consent Form must be submitted as part of an application submission if the Interconnecting Customer is NOT the Landowner of the site for the proposed Facility. The form must be revised and resubmitted if there are any changes prior to the execution of the Exhibit G – Interconnection Service Agreement that would invalidate the information provided herein including, without limitation, a change in the Landowner or Interconnecting Customer, or expiration or termination of the Agreement (as defined below).
If the Interconnecting Customer is the Landowner of the site, Attachment 1A – Interconnecting Customer Landownership Self-Certification form is required instead.
For this form to be deemed complete by the Company, it shall be completed in its entirety and executed by the Landowner and the Interconnecting Customer.
Where available, applicants are encouraged to submit this form online using webforms provided by the Company.

4. **Date this Landowner Certification and Consent Form is being submitted:**
5. This form is to ☐ accompany an initial application; or
   ☐ resubmitted/revised for existing Application No. _____

6. **Application Information:**

e. Application Number (if available):_____
f. Interconnecting Customer:_____Contact Name:
_____
g. Landowner:_____Contact Name:
_____
h. Site where the Facility will be located("Site"):
Street Address:_____
City:_____
State:_____
Zip Code:_____

Landowner and Interconnecting Customer certify as follows: The Landowner and the Interconnecting Customer have entered into an agreement(s) authorizing the Interconnecting Customer to use the Site for the purpose of siting and operating the Facility ("Agreement"), and such Agreement is in full force and effect as of the date of hereof. The Landowner has not granted any other party any rights that would conflict with, materially interfere, or prohibit the Interconnecting Customer's ability to use the Site for the purposes described herein.

The term (including options to extend) of the Agreement expires on:

_____
.

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The Interconnecting Customer understands that the Company is relying upon this Landowner Certification and Consent Form. Any false assertions made will render this certification null and void and may result in, without limitation, cancellation of the Interconnecting Customer's Interconnection Application and/or loss of queue position.

Landowner
Signature: Date:

Name: Title:

Interconnecting Customer
Signature: Date:

Name: Title:

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ATTACHMENT 2

Certificate of Completion for Expedited/Standard Process Interconnections

Installation Information: ☐ Check if owner-installed

Interconnecting Customer Name (print): _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Address of Facility (if different from above):

_____

Electrical Contractor's Name (if appropriate): _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

License number: _____

Date of approval to install Facility granted by the Company: _____

Application ID number: _____

Inspection:

The system has been installed and inspected in compliance with the local Building/Electrical Code of

_____
(City/County)

Signed (Local Electrical Wiring Inspector, or attach signed electrical inspection):

_____

Name (printed): _____

Date: _____

License # _____

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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 Company's name below):

Name:_____

Company:_____

Mail 1:_____

Mail 2:_____

City, State ZIP: _____

Fax No.: _____

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Exhibit D - Supplemental Review Agreement

This Agreement, dated _____, is entered into by and between _____("Interconnecting Customer") and the Company, for the purpose of setting forth the terms, conditions and costs for conducting a Supplemental Review relative to the Expedited Process as defined in Section 1.0 and outlined in Section 3.0 of the Interconnection Tariff. This Supplemental Review pertains to Application Number _____ (the Interconnecting Customer's application ID number).Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff which is hereby incorporated by reference.

If the Supplemental Review determines the requirements for processing the application through the Expedited Process including any System Modifications, then the modification requirements, reasoning, and costs and a construction schedule for these modifications will be identified and included in an executable Interconnection Service Agreement sent to the Interconnecting Customer for execution. If the Supplemental Review does not determine the requirements, it will include a proposed Impact Study Agreement as part of the Standard Process which will include an estimate of the cost of the study.

The Interconnecting Customer agrees to provide, in a timely and complete manner, all additional information and technical data necessary for the Company to conduct the Supplemental Review not already provided in the Interconnecting Customer's application.

All work pertaining to the Supplemental Review that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of the Company and the Interconnecting Customer. Each Party shall inform the other in writing of its designated and authorized representative, if different than what is in the application.

The Company shall perform the Supplemental Review for a fee not to exceed $4,500. The Company anticipates that the Supplemental Review will cost $_____. No work will be performed until payment is received.

Please indicate your acceptance of this Agreement by signing below.

_____
Interconnecting Customer

_____
Company

_____
Date

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Exhibit E - Impact Study Agreement

This Agreement, dated _____, is entered into by and between _____("Interconnecting Customer') and the Company, for the purpose of setting forth the terms, conditions and costs for conducting an Impact Study relative to the Standard Process as defined in Section 1.0 and outlined in Section 3.0 of the Interconnection Tariff. This Impact Study pertains to Application Number_____(the Interconnecting Customer's application ID number). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff which is hereby incorporated by reference.

1) The Interconnecting Customer agrees to provide, in a timely and complete manner, all additional information and technical data necessary for the Company to conduct the Impact Study not already provided in the Interconnecting Customer's application.

2) All work pertaining to the Impact Study that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of the Company and the Interconnecting Customer. Each party shall inform the other in writing of its designated and authorized representative, if different than what is in the application.

3) Where there are other potentially Affected Systems, and no single Party is in a position to prepare an Impact Study covering all potentially Affected Systems, the Company will coordinate but not be responsible for the timing of any additional studies required to determine the impact of the interconnection request on other potentially Affected Systems. The Interconnecting Customer will be directly responsible to the potentially Affected System operators for all costs of any additional studies required to evaluate the impact of the interconnection on the potentially Affected Systems. The Company will not proceed with this Impact Study without the Interconnecting Customer's consent to have the other studies conducted. To the extent any studies or System Modifications are required, all associated agreements will be between the Affected System operator and the Interconnecting Customer.

4) If the Company determines, in accordance with Good Utility Practice, that the System Modifications to the Company EPS are not substantial, the Impact Study will determine the scope and cost of the modifications. If the Company determines, in accordance with Good Utility Practice, that the System Modifications to the Company EPS are substantial, the Impact Study will produce an estimate for the modification costs (within ±25%) and a Detailed Study Agreement and its estimated cost. Interconnecting Customers who elect to execute an Interconnection Service Agreement following the completion of the Impact Study but prior to the commencement of the Detailed Study, pursuant to Section 3.4(g) of the Interconnection Tariff, shall be responsible for any System Modifications costs, ±25%, as identified by the Company in the Impact Study.

5) Impact Study, together with any additional studies contemplated in Paragraph 3, shall form the basis for the Interconnecting Customer's proposed use of the Company EPS and shall be furthermore utilized in obtaining necessary third-party approvals of any required facilities

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and requested distribution services. The Interconnecting Customer understands and acknowledges that any use of study results by the Interconnecting Customer or its agents, whether in preliminary or final form, prior to NEPOOL 18.4 approval, should such approval be required, is completely at the Interconnecting Customer's risk.

6) The Impact Study fee of $_____(except as noted below) is due in full prior to the execution of the Impact Study. If the anticipated cost exceeds $25,000, the Interconnecting Customer is eligible for a payment plan. At the request of the Interconnecting Customer, the Company will break the costs into phases in which the costs will be collected prior to Company expenditures for each phase of the study. The payment plan will be attached as an exhibit to this Agreement.

7) The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. All costs that exceed the 10% increase cap will be borne solely by the Company. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) days of the Company's notice of increase, authorize such increase and make payment in the amount up to the 10% increase cap, or the Company will suspend the work and the corresponding agreement will terminate.

8) Final Accounting. An Interconnecting Customer may request a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under this Agreement for the actual cost of the Impact Study, and (b) Interconnecting Customer's previous aggregate payments to the Company for the Impact Study within 120 Business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement. Upon receipt of such a request from an Interconnecting Customer, the Company shall have 120 Business days to provide the requested final accounting report to the Interconnecting Customer. To the extent that Interconnecting Customer's cost responsibility in this Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty-five (45) Business Days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this Agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty-five (45) Business Days of the provision of such final accounting report.

9) In the event this Agreement is terminated for any reason, the Company shall refund to the Interconnecting Customer the portion of the above fee or any subsequent payment to the Company by the Interconnecting Customer that the Company did not expend or commit in performing its obligations under this Agreement. Payments for work performed shall not be subject to refunding except in accordance with Paragraph 8 above.

10) Nothing in this Agreement shall be interpreted to give the Interconnecting Customer immediate rights to wheel over or interconnect with the Company's EPS.

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11) Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Interconnecting Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Interconnecting Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.

12) Except as the Commonwealth is precluded from pledging credit by Section 1 of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.

    Notwithstanding the foregoing, the Interconnecting Customer hereby waives recourse against the Company and its Affiliates for, and releases the Company and its Affiliates from, any and all liabilities arising from or attributable to incomplete, inaccurate, or otherwise faulty information supplied by the Interconnecting Customer.

13) If either party materially breaches any of its covenants hereunder, the other party may terminate this Agreement by serving notice of same on the other party to this Agreement.

14) This agreement shall be construed and governed in accordance with the laws of the Commonwealth of Massachusetts.

15) All amendments to this Agreement shall be in written form executed by both Parties.

16) The terms and conditions of this Agreement shall be binding on the successors and assigns of either Party.

17) This Agreement will remain in effect for a period of up to two years from its effective date.

18) This Agreement may be terminated under the following conditions.

    a) The Parties agree in writing to terminate the Agreement.

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b) The Interconnecting Customer may terminate this agreement at any time by providing written notice to Company.

c) The Company may terminate this Agreement if the Interconnecting Customer either: (1) has not paid the fee or, (2) has not responded to requests for further information in accordance with provisions in the Interconnection Tariff, specifically Section 3.6.2.

Interconnecting Customer:	Company:
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date: _____

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Exhibit F - Detailed Study Agreement

This Agreement, dated _____, is entered into by and between _____("Interconnecting Customer') and the Company, for the purpose of setting forth the terms, conditions and costs for conducting a Detailed Study relative to the Standard Process as defined in Section 1 and outlined in Section 3 of the Interconnection Tariff. This Detailed Study pertains to Application Number_____(the Interconnecting Customer's application ID number). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff which is hereby incorporated by reference.

1) The Interconnecting Customer agrees to provide, in a timely and complete manner, all additional information and technical data necessary for the Company to conduct the Detailed Study not already provided in the Interconnecting Customer's application.

2) All work pertaining to the Detailed Study that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of the Company and the Interconnecting Customer. Each party shall inform the other in writing of its designated and authorized representative, if different than what is in the application.

3) Where there are other Affected Systems identified by the Impact Studies, and no single Party is in a position to prepare a Detailed Study covering all Affected Systems, the Company will coordinate but not be responsible for the timing of any additional studies required to determine the System Modifications of the interconnection request on other Affected Systems. The Interconnecting Customer will be directly responsible to the Affected System operators for all costs of any additional studies required to evaluate the impact of the interconnection on the Affected Systems. The Company will not proceed with this Detailed Study without the Interconnecting Customer's consent to have the other studies conducted. To the extent any studies or System Modifications are required, all associated agreements will be between the Affected System operator and the Interconnecting Customer.

4) The Company will provide an estimate of the costs of the System Modifications required and a construction schedule. Interconnecting Customers who elect to execute an Interconnection Services Agreement following the completion of the Impact Study but prior to the commencement of the Detailed Study, pursuant to Section 3.4(g) of the Interconnection Tariff, shall be responsible for any System Modifications costs, ±25%, as identified by the Company in the Impact Study.

5) The Detailed Study, together with any additional studies contemplated in Paragraph 3, shall form the basis for the Interconnecting Customer's proposed use of the Company EPS and shall be furthermore utilized in obtaining necessary third-party approvals of any required facilities and requested distribution services. The Interconnecting Customer understands and acknowledges that any use of study results by the Interconnecting Customer or its agents, whether in preliminary or final form, prior to NEPOOL 18.4 approval, should such approval be required, is completely at the Interconnecting Customer's risk.

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6) The Detailed Study fee of $_____(except as noted below) is due in full prior to the execution of the Detailed Study. If the anticipated cost exceeds $25,000, the Interconnecting Customer is eligible for a payment plan. At the request of the Interconnecting Customer, the Company will break the costs into phases in which the costs will be collected prior to Company expenditures for each phase of the study. The payment plan will be attached as an exhibit to this Agreement.

7) The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. All costs that exceed the 10% increase cap will be borne solely by the Company. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) days of the Company's notice of increase, authorize such increase and make payment in the amount up to the 10% increase cap, or the Company will suspend the work and the corresponding agreement will terminate.

8) Final Accounting. An Interconnecting Customer may request a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under this Agreement for the actual cost of the Detailed Study, and (b) Interconnecting Customer's previous aggregate payments to the Company for the Detailed Study within 120 Business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement. Upon receipt of such a request from an Interconnecting Customer, the Company shall have 120 Business days to provide the requested final accounting report to the Interconnecting Customer. To the extent that Interconnecting Customer's cost responsibility in this Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within 45 Business Days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this Agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty five (45) Business Days of the provision of such final accounting report.

9) In the event this Agreement is terminated for any reason, the Company shall refund to the Interconnecting Customer the portion of the above fee or any subsequent payment to the Company by the Interconnecting Customer that the Company did not expend or commit in performing its obligations under this Agreement. Payments for work performed shall not be subject to refunding except in accordance with Paragraph 8 above.

10) Nothing in this Agreement shall be interpreted to give the Interconnecting Customer immediate rights to wheel over or interconnect with the Company's EPS.

11) Except as the Commonwealth is precluded from pledging credit by Section 1 of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Constitution from pledging their credit without prior legislative

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authority, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.

Notwithstanding the foregoing, the Interconnecting Customer hereby waives recourse against the Company and its Affiliates for, and releases the Company and its Affiliates from, any and all liabilities arising from or attributable to information supplied by the Interconnecting Customer.

12) This agreement shall be construed and governed in accordance with the laws of the Commonwealth of Massachusetts.

13) All amendments to this Agreement shall be in written form executed by both Parties.

14) The terms and conditions of this Agreement shall be binding on the successors and assigns of either Party.

15) This Agreement will remain in effect for a period of up to two years from its effective date.

16) This Agreement may be terminated under the following conditions.

a) The Parties agree in writing to terminate the Agreement.

b) The Interconnecting Customer may terminate this agreement at any time by providing written notice to Company.

c) The Company may terminate this Agreement if the Interconnecting Customer either: (1) has not paid the fee or, (2) has not responded to requests for further information in accordance with provisions in the Interconnection Tariff, specifically Section 3.6.2.

Interconnecting Customer:	Company:
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date: _____

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Exhibit G - Interconnection Service Agreement

1. Parties. This Interconnection Service Agreement ("Agreement"), dated as of _____ ("Effective Date") is entered into, by and between_____, a Massachusetts corporation with a principal place of business at _____(hereinafter referred to as the "Company"), and_____, a_____corporation with a principal place of business at_____("Interconnecting Customer"). (The Company and Interconnecting Customer are collectively referred to as the "Parties"). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff which is hereby incorporated by reference.

2. Basic Understandings. This Agreement provides for parallel operation of an Interconnecting Customer's Facility with the Company EPS to be installed and operated by the Interconnecting Customer at _____ (Facility name, address, and end-use Customer account number, if applicable). A description of the Facility is located in Attachment 1. If the Interconnecting Customer is not the Customer, an Agreement between the Company and the Company's Retail Customer, attached as Exhibit H to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement. If neither the Interconnecting Customer nor the Customer is the Landowner of the property where the Facility is sited, a Landowner Consent Agreement, attached as Exhibit I to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement, unless the Company, in its sole discretion, waives this requirement.

   The Interconnecting Customer has the right to operate its Facility in parallel with the Company EPS immediately upon successful completion of the protective relays testing as witnessed by the Company and receipt of written notice from the Company that interconnection with the Company EPS is authorized ("Authorization Date").

3. Term. This Agreement shall become effective as of the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 4 of this Agreement.

4. Termination.

   4.1. This Agreement may be terminated under the following conditions.

   4.1 a) The Parties agree in writing to terminate the Agreement.

   4.1 b) The Interconnecting Customer may terminate this agreement at any time by providing sixty (60) days written notice to Company.

   4.1 c) The Company may terminate this Agreement upon the occurrence of an Event of Default by the Interconnecting Customer as provided in Section 18 of this Agreement.

   4.1 d) The Company may terminate this Agreement if the Interconnecting Customer either: (1) fails to energize the Facility within 12 months of the Authorization Date;

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or, (2) permanently abandons the Facility. Failure to operate the Facility for any consecutive 12 month period after the Authorization Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.

4.1 e) The Company, upon 30 days' notice, may terminate this Agreement if there are any changes in Department regulations or state law that have a material adverse effect on the Company's ability to perform its obligations under the terms of this Agreement.

4.2. Survival of Obligations. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination. Sections 5, 10, 12, 13, and 25 as it relates to disputes pending or for wrongful termination of this Agreement shall survive the termination of this Agreement.

4.3. Related Agreements. Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing. If the Interconnection Service Agreement is signed prior to a Detailed Study (if applicable), the System Modifications construction schedule from the Detailed Study when finalized shall be deemed a part of the signed Interconnection Service Agreement.

5. General Payment Terms. The Interconnecting Customer shall be responsible for the System Modification costs and payment terms identified in Attachment 3 of this Agreement and any approved cost increases pursuant to the terms of the Interconnection Tariff. The Interconnecting Customer shall also be directly responsible to the Affected System Operator and/or Affected System Owner of any potentially Affected System for all costs of any additional studies required to evaluate the impact of the interconnection on the potentially Affected Systems and any resulting Affected System costs for its requirements, including, without limitation, modifications to the electric power system of the Affected System and operation and maintenance costs; provided, however, the Company may, in its sole discretion, elect to include the additional Affected System study and/or system modification costs known at the time of this Agreement in the Company's costs and payment terms identified in Attachment 3 of this Agreement, and the Interconnecting Customer will pay such costs to the Company (and will be responsible for any and all actual costs thereof). Where the Company includes the Affected System costs in this Agreement, the costs will be collected by the Company and passed-through to the Affected System Operator(s). Interconnecting Customer shall not be required to pay any costs related to Company infrastructure upgrades or System Modifications upon execution of the Interconnection Service Agreement (or once the Interconnecting Customer receives the construction schedule). Interconnecting Customers shall have 60 Business Days from the date of the Interconnecting Customer's execution of an Interconnection Service Agreement to pay 25 percent of those costs; if an Interconnecting Customer pays such cost within the 60 Business Day Time Frame, the Interconnecting Customer shall have an additional 120 Business Days from the earlier of the date of first payment or 60 Business Days from the date of the Interconnecting Customer's execution of an Interconnection Service Agreement to pay the remainder of the costs. If the Company fails to sign this Interconnection Service Agreement

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within 15 Business Days after receipt of the first installment payment by the Interconnecting Customer, this Interconnection Service Agreement shall be deemed accepted by the Company on the 15th Business Day after receipt of the first installment payment. If the system modifications exceed $25,000, the Interconnecting Customer is eligible for a payment plan, including a payment and construction schedule with milestones for both parties, within the Time Frames for payment of such costs under the Interconnection Service Agreement in Section 3.6.2Any such payment plan shall be set forth in Attachment 3. The payment plan may include a payment schedule different than the 60 Business Day payment schedule requirements set forth in this paragraph above, but shall not exceed 180 Business Days.

Construction estimates are valid for 60 Business Days from when they are delivered to the Interconnecting Customer. If an Interconnecting Customer payment is not received within 60 Business Days of receiving the Interconnection Service Agreement in the Expedited Process, or the Impact Study in the Standard Process, the Company has the right to reassess construction costs and Time Frames. In the event that the Interconnecting Customer fails to pay the Company within the Time Frame required by this provision, the Interconnecting Customer's interconnection application and this Interconnection Service Agreement will be cancelled and its interconnection queue position will be lost. Further, any fees paid will not be refunded. The construction schedule will commence once the Interconnecting Customer's financial payment has been made in full or as otherwise provided in Attachment 3. The Company's obligation to the construction schedule (as it appears in either the Interconnection Service Agreement or the Detailed Study, if the Interconnecting Customer has opted to sign the Interconnection Service Agreement without a Detailed Study) begins on the next Business Day after the Company receives full payment for such construction or as otherwise provided in Attachment 3.

An Interconnecting Customer to a Capital Investment Project ("CIP") as approved in D.P.U. 22-170 (Monson-Palmer- Longmeadow (East) CIP), D.P.U. 23-06 (Gardner-Winchendon CIP), D.P.U. 23-09 (Barre-Athol CIP), and D.P.U. 23-12 (Spencer-Rutland CIP) that has paid their initial 25 percent CIP Fee installment payment in accordance with the Interconnection Tariff shall have the option to either pay the remainder of the costs in accordance with Section 3.6.2 of the Interconnection Tariff (that is, shall have an additional 120 Business Days from the earlier of the date of receipt of the first payment or 60 Business Days from the date of the Interconnecting Customer's execution of an Interconnection Service Agreement to pay the remainder of the costs) or, alternatively to pay the remainder of the costs in accordance with the extended payment schedule below and in accordance with a letter of credit, in a form approved by the Company, to secure payments to be made under the extended payment schedule, and the Company will amend the ISA of an Interconnecting Customer who chooses the extended payment schedule option accordingly:

Milestone	% Due
Construction Start (Distribution line)	25%
Construction Start (Substation)	25%
Construction Midpoint	25%

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5.1. Cost or Fee Adjustment Procedures.

The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed on the Company's EPS up to a total amount of increase of 10% only. Interconnecting Customers who elected to execute an Interconnection Services Agreement following the completion of the Impact Study but prior to the commencement of any required Detailed Study, pursuant to Section 3.4(g) of the Interconnection Tariff, shall be responsible for any System Modifications costs, ±25%, as identified by the Company in the Impact Study. An Interconnecting Customer that is part of a Group shall be responsible for the System Modification costs authorized in the Group Study Agreement. If a CIP fee, as approved by the Department, is applicable to the Interconnecting Customer, the Interconnecting Customer shall be responsible for the CIP fee ±25%. All costs that exceed the above caps will be borne solely by the Company. Any such changes, with the exception of CIP fees, to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) Business Days of the Company's notice of increase, authorize such increase and make payment in the amount up to the above caps, or the Company will suspend the work and the corresponding agreement will terminate. The foregoing cost adjustment procedures shall only apply to the Company System Modification costs identified in Attachment 3.
The Interconnecting Customer shall be responsible for the actual Affected System Operator and/or Affected System Owner costs, including operation and maintenance costs, and any additional Company costs necessitated as a result ofthe Affected System Operator and/or Affected System Owner requirements not specified as of the date of this Agreement, none of which shall be subject to anycost caps or limitations.

5.2. Final Accounting.

An Interconnecting Customer may request a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under this Agreement for the actual cost of the System Modifications, and (b) Interconnecting Customer's previous aggregate payments to the Company under the Interconnection Service Agreement for such System Modifications within 120 Business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement. Upon receipt of such a request from an Interconnecting Customer, the Company shall have 120 Business days to provide the requested final accounting report to the Interconnecting Customer. The Company may, on its own initiative at any time, make a report of final accounting to the Interconnecting Customer. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within 45 Business Days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference

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within forty five (45) Business Days of the provision of such final accounting report.

6. Operating Requirements.

6.1. General Operating Requirements.

Interconnecting Customer shall operate and maintain the Facility in accordance with the applicable manufacturer's recommended maintenance schedule, in compliance with all aspects of the Company's Interconnection Tariff. The Interconnecting Customer will continue to comply with all applicable laws and requirements after interconnection has occurred. In the event the Company has reason to believe that the Interconnecting Customer's installation may be the source of problems on the Company EPS, the Company has the right to install monitoring equipment at a mutually agreed upon location to determine the source of the problems. If the Facility is determined to be the source of the problems, the Company may require disconnection as outlined in Section 7.0 of this Interconnection Tariff. The cost of this testing will be borne by the Company unless the Company demonstrates that the problem or problems are caused by the Facility or if the test was performed at the request of the Interconnecting Customer.

6.2. No Adverse Effects; Non-interference.

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Company shall notify Interconnecting Customer if there is evidence that the operation of the Facility could cause disruption or deterioration of service to other Customers served from the same Company EPS or if operation of the Facility could cause damage to Company EPS or Affected Systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE Standard 1547-2003, as well as voltage fluctuations caused by large step changes in loading at the Facility. Each Party will notify the other of any emergency or hazardous condition or occurrence with its equipment or facilities which could affect safe operation of the other Party's equipment or facilities. Each Party shall use reasonable efforts to provide the other Party with advance notice of such conditions.

The Company will operate the EPS in such a manner so as to not unreasonably interfere with the operation of the Facility. The Interconnecting Customer will protect itself from normal disturbances propagating through the Company EPS, and such normal disturbances shall not constitute unreasonable interference unless the Company has deviated from Good Utility Practice. Examples of such disturbances could be, but are not limited to, single-phasing events, voltage sags from remote faults on the Company EPS, and outages on the Company EPS. If the Interconnecting Customer demonstrates that the Company EPS is adversely affecting the operation of the Facility and if the adverse effect is a result of a Company deviation from Good Utility Practice, the Company shall take appropriate action to eliminate the adverse effect.

6.3. Safe Operations and Maintenance.

Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facility or facilities that it now or hereafter may own unless otherwise specified in this Agreement. Each Party shall be responsible for the maintenance, repair and condition of its respective lines and appurtenances on their respective side of the PCC. The Company and the Interconnecting Customer shall each provide equipment on its respective side of the PCC that adequately protects the Company's EPS, personnel, and other persons from damage and injury.

6.4. Access.

The Company shall have access to the disconnect switch of the Facility at all times.

6.4 a) Company and Interconnecting Customer Representatives.

Each Party shall provide and update as necessary the telephone number that can be used at all times to allow either Party to report an emergency.

6.4 b) Company Right to Access Company-Owned Facilities and Equipment.

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If necessary for the purposes of the Interconnection Tariff and in the manner it describes, the Interconnecting Customer shall allow the Company access to the Company's equipment and the Company's facilities located on the Interconnecting Customer's or Customer's premises. To the extent that the Interconnecting Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Interconnecting Customer under the Interconnection Tariff, the Interconnecting Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require. In addition to any rights and easements required by the Company in accordance with the above provision, the Interconnecting Customer shall obtain an executed Landowner Consent Agreement (Exhibit I) from the Landowner, unless the Company, in its sole discretion, waives this requirement.

6.4 c) Right to Review Information.

The Company shall have the right to review and obtain copies of Interconnecting Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnecting Customer's Facility or its interconnection with the Company EPS. This information will be treated as customer-confidential and only used for the purposes of meeting the requirements of Section 4.2.4 in the Interconnection Tariff.

7. Disconnection

7.1. Temporary Disconnection

7.1 a) Emergency Conditions. Company shall have the right to immediately and temporarily disconnect the Facility without prior notification in cases where, in the reasonable judgment of Company, continuance of such service to Interconnecting Customer is imminently likely to (i) endanger persons or damage property or (ii) cause a material adverse effect on the integrity or security of, or damage to, Company EPS or to the electric systems of others to which the Company EPS is directly connected. Company shall notify Interconnecting Customer promptly of the emergency condition. Interconnecting Customer shall notify Company promptly when it becomes aware of an emergency condition that affects the Facility that may reasonably be expected to affect the Company EPS. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, or the expected effect on the operation of both Parties' facilities and operations, its anticipated duration and the necessary corrective action.

7.1 b) Routine Maintenance, Construction and Repair. Company shall have the right to disconnect the Facility from the Company EPS when necessary for routine

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maintenance, construction and repairs on the Company EPS. The Company shall provide the Interconnecting Customer with a minimum of seven calendar days planned outage notification consistent with the Company's planned outage notification protocols. If the Interconnecting Customer requests disconnection by the Company at the PCC, the Interconnecting Customer will provide a minimum of seven days' notice to the Company. Any additional notification requirements will be specified by mutual agreement in the Interconnection Service Agreement. Company shall make an effort to schedule such curtailment or temporary disconnection with Interconnecting Customer.

7.1 c) Forced Outages. During any forced outage, Company shall have the right to suspend interconnection service to effect immediate repairs on the Company EPS; provided, however, Company shall use reasonable efforts to provide the Interconnecting Customer with prior notice. Where circumstances do not permit such prior notice to Interconnecting Customer, Company may interrupt Interconnection Service and disconnect the Facility from the Company EPS without such notice.

7.1 d) Non-Emergency Adverse Operating Effects. The Company may disconnect the Facility if the Facility is having an adverse operating effect on the Company EPS or other Customers that is not an emergency, and the Interconnecting Customer fails to correct such adverse operating effect after written notice has been provided and a maximum of 45 days to correct such adverse operating effect has elapsed.

7.1 e) Modification of the Facility. Company shall notify Interconnecting Customer if there is evidence of a material modification to the Facility and shall have the right to immediately suspend interconnection service in cases where such material modification has been implemented without prior written authorization from the Company.

7.1 f) Re-connection. Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary. The Interconnecting Customer and the Company shall cooperate with each other to restore the Facility and the Company EPS, respectively, to their normal operating state as soon as reasonably practicable following the cessation or remedy of the event that led to the temporary disconnection.

7.2. Permanent Disconnection.

The Interconnecting Customer has the right to permanently disconnect at any time with 30 days written notice to the Company.

7.2 a) The Company may permanently disconnect the Facility upon termination of the Interconnection Service Agreement in accordance with the terms thereof.

8. Metering. Metering of the output from the Facility shall be conducted pursuant to the terms of the Interconnection Tariff.

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9. Assignment. Except as provided herein, Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Interconnecting Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Interconnecting Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.

10. Confidentiality. Company shall maintain confidentiality of all Interconnecting Customer confidential and proprietary information except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved by the Interconnecting Customer in the Simplified or Expedited/Standard Application form or otherwise.

11. Insurance Requirements.

    11.1. General Liability.

    11.1 a) In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:

        i) Five million dollars ($5,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than five (5) MW.

        ii) Two million dollars ($2,000,000) for each occurrence and five million dollars ($5,000,000) in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one (1) MW and less than or equal to five (5) MW;

        iii) One million dollars ($1,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one hundred (100) kW and less than or equal to one (1) MW;

        iv) Five hundred thousand dollars ($500,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than ten (10) kW and less than or equal to one hundred (100) kW, except for as provide below in subsection 11.1(b).

    11.1 b) Pursuant to 220 CMR §18.03(2), no insurance is required for Interconnecting Customers with facilities eligible for Class 1 Net Metering (facilities less than or equal to sixty (60) kW. However, the Company recommends that the Interconnecting Customer obtain adequate insurance to cover potential liabilities.

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11.1 c) Any combination of General Liability and Umbrella/Excess Liability policy limits can be used to satisfy the limit requirements stated above.

11.1 d) The general liability insurance required to be purchased in this Section 11 may be purchased for the direct benefit of the Company and shall respond to third party claims asserted against the Company (hereinafter known as "Owners Protective Liability"). Should this option be chosen, the requirement of Section 11.2(a) will not apply but the Owners Protective Liability policy will be purchased for the direct benefit of the Company and the Company will be designated as the primary and "Named Insured" under the policy.

11.1 e) The insurance hereunder is intended to provide coverage for the Company solely with respect to claims made by third parties against the Company.

11.1 f) In the event the Commonwealth of Massachusetts, or any other governmental subdivision thereof subject to the claims limits of the Massachusetts Tort Claims Act, G.L. c. 258 (hereinafter referred to as the "Governmental Entity") is the Interconnecting Customer, any insurance maintained by the Governmental Entity shall contain an endorsement that strictly prohibits the applicable insurance company from interposing the claims limits of G.L. c. 258 as a defense in either the adjustment of any claim, or in the defense of any lawsuit directly asserted against the insurer by the Company. Nothing herein is intended to constitute a waiver or indication of an intent to waive the protections of G.L. c. 258 by the Governmental Entity.

11.1 g) Notwithstanding the requirements of section 11.1(a) through (f), insurance for certain Governmental Entity facilities may be provided as set forth in section 11.1(g)(i) and (ii) below. Nothing herein changes the provision in subsection 11.1(a)(iv) that exempts Class I Net Metering facilities (less than or equal to 60 kW) from the requirement to obtain insurance. In addition, nothing shall prevent the Governmental Entity from obtaining insurance consistent with the provisions of subsection 11.1(a) through (f), if it is able and chooses to do so.

i) For solar photovoltaic (PV) facilities with a Gross Nameplate Rating in excess of 60 kW up to 500 kW, the Governmental Entity is not required to obtain liability insurance. Any liability costs borne by the Company associated with a third-party claim for damages in excess of the claims limit of the Massachusetts Tort Claims Act, M.G.L. c. 258, and market-based premium-related costs, if any, borne by the Company associated with insurance for such third-party claims shall be recovered annually on a reconciling basis in Company rates in a manner that shall be reviewed and approved by the Department.

ii) For (a) PV facilities with a Gross Nameplate Rating in excess of 500 kW up to 5 MW, (b) wind facilities with a Gross Nameplate Rating in excess of 60 kW up to 5 MW, and (c) highly efficient combined heat and power

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facilities with a Gross Nameplate Rating of in excess of 60 kW up to 5 MW, the Governmental Entity is not required to obtain liability insurance, subject to the requirements of the following paragraph.

The Company shall either self-insure for any risk associated with possible third-party claims for damages in excess of the Massachusetts Tort Claims Act limit, or obtain liability insurance for such third-party claims, and the Company is authorized to charge and collect from the Governmental Entity its pro-rata allocable share of the cost of so doing, plus all reasonable administrative costs. The coverage and cost may vary with the size and type of facility, and may change (increase or decrease) over time, based on insurance market conditions, and such cost shall be added to, and paid for as part of the Governmental Entity's electric bill.

11.2. Insurer Requirements and Endorsements.

All required insurance shall be carried by reputable insurers qualified to underwrite insurance in MA having a Best Rating of at least "A-". In addition, all insurance shall, (a) include Company as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Company 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 Company prior to cancellation, termination, or material change of such – insurance; provided that to the extent the Interconnecting Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnecting Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Company as required above.

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

11.3. 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 Interconnecting Customer.

The Interconnecting Customer is responsible for providing the Company with evidence of insurance in compliance with the Interconnection Tariff on an annual basis.

Prior to the Company commencing work on System Modifications, and annually thereafter, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required

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above. The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Customer will maintain extended reporting coverage for three years on all policies written on a "claims-made" basis.

In the event that an Owners Protective Liability policy is provided, the original policy shall be provided to the Company.

11.4. Self Insurance.

If Interconnecting Customer has a self-insurance program established in accordance with commercially acceptable risk management practices. Interconnecting Customer may comply with the following in lieu of the above requirements as reasonably approved by the Company:

- Interconnecting Customer shall provide to Company, 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 Interconnecting Customer ceases to self-insure to the standards required hereunder, or if Interconnecting Customer is unable to provide continuing evidence of Interconnecting Customer's financial ability to self-insure, Interconnecting Customer agrees to promptly obtain the coverage required under Section 11.1.

This section shall not allow any Governmental Entity to self-insure where the existence of a limitation on damages payable by a Government Entity imposed by the Massachusetts Tort Claims Act, G.L. c. 258, or similar law, could effectively limit recovery (by virtue of a cap on recovery) to an amount lower than that required in Section 11.1(a).

11.5. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

[Company Name]
Attention: _____
_____
_____
_____ (specific requirements)

12. Indemnification. Except as the Commonwealth is precluded from pledging credit by Section 1 of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including,

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but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the Party seeking indemnification.

13. Limitation of Liability. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and 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 or liability 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. The Interconnecting Customer further understands and acknowledges that, consistent with Section 3.4 of the Interconnection Tariff, the Company will coordinate with the Affected System Operator and/or Affected System Owner to facilitate the interconnection of the Facility to the Company's EPS; however the Company does not represent the Affected System Operator and/or Affected System Owner and is not responsible for any action or inaction on the part of the Affected System Operator and/or Affected System Owner. The Affected System Operator and/or Affected System Owner are not parties to this Agreement even though the Company may incorporate some Affected System Operator and/or Affected System Owner requirements herein. The Company disclaims any and all responsibility and liability in connection with any ASO Studies and Affected System modifications and the Interconnecting Customer hereby waives recourse against and releases the Company, its directors, officers, employees and agents from any and all losses, penalties, claims, demands, fees, damages or other liabilities arising from or attributable to, either directly or indirectly, such ASO Studies and/or Affected System modifications.

14. Amendments and Modifications. No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.

15. Permits and Approvals. Interconnecting Customer shall obtain all environmental and other permits lawfully required by governmental authorities for the construction and operation of the Facility. Prior to the construction of System Modifications the Interconnecting Customer will notify the Company that it has initiated the permitting process. Prior to the commercial operation of the Facility the Interconnecting Customer will notify the Company that it has obtained all permits necessary. Upon request the Interconnecting Customer shall provide copies of one or more of the necessary permits to the Company.

16. Force Majeure. For purposes of this Agreement, "Force Majeure Event" means any event:

    a) that is beyond the reasonable control of the affected Party; and

    b) that the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts, including the following events or circumstances,

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but only to the extent they satisfy the preceding requirements: acts of war or terrorism, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will 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 will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but 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. In no event will the unavailability or inability to obtain funds constitute a Force Majeure Event.

17. Notices.

17.1. Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given on the date actually delivered in person or five (5) Business Days after being sent by certified mail, e-mail or fax with confirmation of receipt to the person specified below:

If to Company:

Name_____
Attention: _____
_____
_____
_____
Phone:_____
Email:_____
FAX: _____

If to Interconnecting Customer:

Name _____
Address: _____
_____
_____
City:_____
Phone:_____
Email:_____
FAX: _____

17.2. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 17.1.

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17.3. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, email addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

18. Default and Remedies.

18.1. Defaults. Any one of the following shall constitute "An Event of Default."

i) Interconnecting Customer fails to pay amounts due for System Modifications in accordance with the Time Frames set out in Section 5 of this Agreement and Section 3.6.2 of the Tariff;

ii) One of the Parties shall fail to pay any undisputed bill for charges incurred under this Agreement or other amounts which one Party owes the other Party as and when due, except as noted in Section 18.1(i), above and such failure shall continue for a period of thirty (30) days after written notice of nonpayment from the affected Party to the defaulting Party; or

iii) One of the Parties fails to comply with any other provision of this Agreement or breaches any representation or warranty in any material respect and fails to cure or remedy that default or breach within sixty (60) days after notice and written demand by the affected Party to cure the same or such longer period reasonably required to cure (not to exceed an additional 90 days unless otherwise mutually agreed upon), provided that the defaulting Party diligently continues to cure until such failure is fully cured.

18.2. Remedies. Upon the occurrence of an Event of Default, the affected Party may at its option, in addition to any remedies available under any other provision herein, do any, or any combination, as appropriate, of the following:

a) Continue to perform and enforce this Agreement;

b) Recover damages from the defaulting Party except as limited by this Agreement;

c) By written notice to the defaulting Party terminate this Agreement;

d) Pursue any other remedies it may have under this Agreement or under applicable law or in equity.

19. Entire Agreement. This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Tariff. Together the Agreement and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty,

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agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff.

20. Supercedence. In the event of a conflict between this Agreement, the Interconnection Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Interconnection Tariff, as the same may be amended from time to time, shall control. In the event that the Company files a revised tariff related to interconnection for Department approval after the effective date of this Agreement, the Company shall, not later than the date of such filing, notify the signatories of this Agreement and provide them a copy of said filing.

21. Governing Law. This Agreement shall be interpreted, governed, and construed under the laws of the Commonwealth of Massachusetts without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

22. Non-waiver. None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

23. Counterparts. This Agreement may be signed in counterparts.

24. No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties hereto. Nothing in the Agreement shall be construed to create any rights in or duty to, or standard of care with respect to, or any liability to, any person not a party to this Agreement.

25. Dispute Resolution. Unless otherwise agreed by the Parties, all disputes arising under this Agreement shall be resolved pursuant to the Dispute Resolution Process set forth in the Interconnection Tariff.

26. Severability. If any clause, provision, or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section, shall not affect any of the remaining provisions herein.

27. Signatures.

IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to be executed under seal by their duly authorized representatives.

Interconnecting Customer	Company
By:_____	By: _____

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Name:_____	Name: _____
Title:_____	Title: _____
Date:_____	Date: _____

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The following attachments will be included as appropriate for each specific Interconnection Service Agreement:

Attachment 1: Description of Facilities, including demarcation of Point of Common Coupling

Attachment 2: Description of System Modifications

Attachment 3: Costs of System Modifications and Payment Terms

Attachment 4: Special Operating Requirements, if any

Attachment 5: Agreement between the Company and the Company's retail Customer (to be signed by the Company's retail Customer where DG installation and interconnection will be placed, when retail Customer is not the owner and/or operator of the distributed generation facility --see Exhibit H of the Interconnection Tariff)

Attachment 6: Landowner Consent Agreement (to be signed by the Landowner where the Facility will be located when the Landowner is neither the Customer nor Interconnecting Customer --Exhibit I)

Attachment 7: System Modifications construction schedule. If the Interconnection Service Agreement is signed prior to a Detailed Study (if applicable), the System Modifications construction schedule from the Detailed Study when finalized shall be deemed a part of the signed Interconnection Service Agreement

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Exhibit H - Agreement Between the Company and the Company's Retail Customer

(Note: this Agreement is to be signed by the Company's retail Customer where the distributed generation installation and interconnection will be placed, when the retail Customer is not the owner and/or operator of the distributed generation facility.)

This Agreement between the Company and the Company's Retail Customer ("Agreement"), dated as of_____("Effective Date" of this Agreement) is entered into, by and between_____, a Massachusetts corporation with a principal place of business at_____(hereinafter referred to as the "Company"), and_____, a_____corporation with a principal place of business at_____("Customer"). (The Company and Customer are collectively referred to as the "Parties"). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff, which is hereby incorporated by reference.

1. SCOPE, PURPOSE, AND RELATED AGREEMENTS

   This Agreement, in conjunction with the Interconnection Service Agreement identified in Section 2.2, allows the Interconnecting Customer (as identified in Section 2.3) to utilize Customer's electrical facilities to interconnect and operate the Facility in Parallel with Company's EPS. The purpose of the Facility is to serve the Customer's electrical loads at the location identified in Section 2.1

2. SUMMARY AND DESCRIPTION OF THE PARTIES AND LOCATION OF GENERATING FACILITY

   2.1. The name and address used by Company to locate the Customer or electric service account where the Facility interconnects with Company's EPS is:

Name:_____

Attention:_____

Address:_____

City:_____

Phone: _____

FAX: _____

Company Account Number: _____

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2.2. The Facility shall be Interconnected with the Company's EPS pursuant to an Interconnection Services Agreement between Company and Interconnecting Customer, its successors or assigns ("Interconnecting Customer") dated _____ ("Interconnection Service Agreement").

2.3 Interconnecting Customer's contact information:

Name:_____

Attention:_____

Address:_____

City:_____

Phone:_____

FAX: _____

3. CUSTOMER ACKNOWLEDGMENT AND OBLIGATIONS

3.1. Customer acknowledges that it has authorized the Facility to be installed and operated by Interconnecting Customer in accordance with Company's Interconnection Tariff on or adjacent to Customer's premises. Such Facility shall be used to serve all or a portion of Customer's electrical loads associated with the electric service provided by Company at the location identified in Section 2.1 above. Customer shall be solely responsible for the terms of any agreement between it and Interconnecting Customer.

3.2. Customer shall be solely responsible for any charges incurred under Company's electric service tariffs, and any other regulations and laws governing the provision of electric services. Customer acknowledges that it has been made aware of the charges and conditions related to the operation of the Facility and that the performance or lack of performance of the Facility may affect the rates and charges billed by Company for the electric power delivered to Customer. Copies of such tariffs are available by request to Company or on the Company's web site.

3.3. Any amount to be paid, or refunded to, Company for the services received by Customer as a result of the Interconnecting Customer failing to operate the Facility in accordance with the terms of the representations and warranties made under the Interconnection Service Agreement shall be paid to Company by the Customer in accordance with Company's electric tariffs.

3.4. Customer shall provide access as necessary to the Customer's premises for Company personnel, contractors or agents to perform Company's duties under the Interconnection Tariff. The Company shall have access to the disconnect switch of the Facility at all times.

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4. TERMS AND TERMINATION

4.1. This Agreement shall become effective as of the date referenced in the preamble. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

a) The Parties agree in writing to terminate the Agreement.

b) At 12:01 A.M. on the day following the date the Customer's electric service account through which the Facility is interconnected to Company's EPS is closed or terminated.

c) At 12:01 A.M. on the 31st day following the date the Interconnection Service Agreement is terminated.

d) At 12:01 A.M. on the 61st day after Company provides written Notice pursuant to Section 6 below to the Customer that Customer is not in compliance with the terms of this Agreement.

5. LIMITATION OF LIABILITY

5.1. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and 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 or liability 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.

5.2. Company shall not be liable to Customer in any manner, whether in tort or contract or under any other theory, for loss or damages of any kind sustained by Customer resulting from existence of, operation of, or lack of operation of the Facility, or termination of the Interconnection Service Agreement, provided such termination is consistent with the terms of the Interconnection Service Agreement, except to the extent such loss or damage is caused by the negligence or willful misconduct of the Company.

6. NOTICES

6.1. Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given on the date actually delivered in person or five (5) business days after being sent by certified mail, e-mail or fax with confirmation of receipt to the person specified below:

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If to Company:
Name_____
Attention:_____
Address: _____
_____
_____
Phone:_____
FAX: _____

If to Customer:
Name_____
Attention:_____
Address: _____
_____
_____
City:_____
Phone:_____
FAX: _____

6.2. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 6.1.

6.3. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

7. RELEASE OF DATA

Company shall maintain confidentiality of all Customer confidential and proprietary information except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved in writing by the Customer.

8. ASSIGNMENT

Except as provided herein, Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.

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9. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

10. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF COMPANY'S TARIFFS, DEFINED TERMS

10.1. This Agreement shall be interpreted, governed, and construed under the laws of the Commonwealth of Massachusetts without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

10.2. The interconnection and services provided under this Agreement shall at all times be subject to terms and conditions set forth in the tariffs applicable to the electric service provided by Company. Copies of such tariffs are available at the Company's web site or by request to Company and are incorporated into this Agreement by this reference.

10.3. Notwithstanding any other provisions of this Agreement, Company shall have the right to unilaterally file with the Department, pursuant to the Department's rules and regulations, an application for change in tariffs, rates, charges, classification, service or any agreement relating thereto.

10.4. When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in the Interconnection Tariff.

11. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties.

12. ENTIRE AGREEMENT

This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Service Agreement and the Interconnection Tariff. Together this Agreement, the Interconnection Service Agreement, and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff.

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13. INDEMNIFICATION

Except as the Commonwealth is precluded from pledging credit by Section 1 of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the Party seeking indemnification.

14. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to be executed under seal by their duly authorized representatives.

Customer		Company	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

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Exhibit I–Landowner Consent Agreement

(Note: This Consent is to be signed by the owner of the land where the distributed generation installation and interconnection will be placed, when the owner or operator of the distributed generation installation is not also the owner of the land, and the landowner's electric facilities will not be involved in the interconnection of such distributed generation installation.)

This Consent is executed by_____, (the "Landowner"; as used herein the term shall include the Landowner's successors in interest to the Property), as owner of the real property situated in the City/Town of_____, _____County, Massachusetts, known as_____[street address] (the "Property"), at the request of _____ _____[name of Interconnecting Customer] (the "Interconnecting Customer"; as used herein the term shall include the Interconnecting Customer's successors and assigns) and for the benefit of_____a Massachusetts corporation with a principal place of business at _____ (the "Company"); as used herein the term shall include the Company's successors and assigns).

1. The purpose of this Consent is to provide the Company with assurance that the installation of a distributed generation facility (the "Facility") by the Interconnecting Customer on the Property has been approved by the Landowner.

2. The Landowner hereby acknowledges that it has authorized the Facility to be installed and operated by Interconnecting Customer on the Property pursuant to agreements between the Landowner and the Interconnecting Customer that are in full force and effect as of the date hereof.

3. The Landowner hereby acknowledges that the Landowner shall look solely to the Interconnecting Customer for the performance of and compliance with all of the terms of any agreements between the Landowner and the Interconnecting Customer, and that the Company shall not, by virtue of any agreement between the Company and the Interconnecting Customer, be deemed to have assumed any obligation or liability to the Landowner.

4. The Company hereby acknowledges that the Company shall look solely to the Interconnecting Customer for the performance of and compliance with all of the terms of any agreements between the Company and the Interconnecting Customer , and that the Landowner shall not, by virtue of any agreement between the Landowner and the Interconnecting Customer, be deemed to have assumed any obligation or liability to the Company.

5. The Landowner hereby grants the Company access as necessary to the Property for Company personnel, contractors or agents, to perform Company's duties under the agreements with the Interconnecting Customer.

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6. Landowner acknowledges and agrees that the Company shall have no liability to the Landowner, whether in tort or contract, or under any other legal theory, and specifically excluding any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever, for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from (a) the installation or operation of the Facility on the Property, or (b) any act or omission in the Interconnecting Customer's performance of its agreements with the Landowner or the Company, except to the extent caused solely by the negligence or willful misconduct of the Company, its agents, contractors or employees.

7. This Agreement shall be interpreted, governed, and construed under the laws of the Commonwealth of Massachusetts without giving effect to choice of law provisions that might apply the law of a different jurisdiction.

IN WITNESS WHEREOF, the Landowner and the Company have caused this Consent to be executed under seal by its duly authorized representatives.

LANDOWNER

By:_____
Name:_____
Title: _____

COMPANY

By:_____
Name:_____
Title: _____

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Exhibit J - Extended Group Study Consent Form

By this Extended Group Study Consent Form ("Unanimous Consent"), issued by the Company on _____ _____("Issuance Date"), the Interconnecting Customers identified below hereby unanimously consent to proceed with an Extended Group Study as defined in Section 1.2 of the Interconnection Tariff and in accordance with the Group Study Process as outlined in Section 3.4.1 of the Interconnection Tariff. Terms used herein without definition shall have the meanings set forth in Sections 1.2 and 3.4.1 of the Interconnection Tariff which are hereby incorporated by reference.

The Extended Group Study will produce an estimate for the cost of System Modifications to the Company's EPS within ± 15%. Unanimous consent to proceed with an Extended Group Study, evidencedby signatures from each Interconnecting Customer in the Group below, must be provided to the Company within five business days of the Issuance Date.

Each Interconnecting Customer hereby expressly acknowledges that the Extended Group Study is not subject to enforceable Time Frames under the Interconnection Tariff and further expressly acknowledges and agrees that each Interconnecting Customer in the Group assumes any and all risk that the Company does not complete the Extended Group Study within the Time Frames identified in Section 3.4.1 of the Interconnection Tariff.

IN WITNESS WHEREOF, the Interconnecting Customers hereto have caused this Unanimous Consent to be executed under seal by their duly authorized representatives.

Interconnecting Customer:	Interconnecting Customer:
Company:_____	Company:_____
Signature:_____	Signature:_____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Interconnecting Customer:	Interconnecting Customer:
Company:_____	Company:_____
Signature:_____	Signature:_____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Interconnecting Customer:	Interconnecting Customer:
Company:_____	Company:_____
Signature:_____	Signature:_____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Exhibit K - Group Study Agreement

This Agreement, dated_____, is entered into by and between _____("Interconnecting Customer") and the Company, for the purpose of setting forth the terms, conditions and costs for conducting a Group Study relative to the Group Study Process as outlined in Section 3.4.1 of the Interconnection Tariff. This Group Study pertains to Application Number_____(the Interconnecting Customer's application ID number). The Interconnecting Customer is part of the Group identified on Attachment 1 hereto. Terms used herein without definition shall have the meanings set forth in Sections 1.2 and 3.4.1 of the Interconnection Tariff which are hereby incorporated by reference.

1) The Interconnecting Customer's share of the Group Study fee of $_____is due in full prior to the execution of the Group Study. The Interconnecting Customer's share of the Group Study fee is a percentage of the Group Study cost for common studies on the basis of the aggregated system design capacity for each Group member's Facility (in MW AC) and the full cost for any study(ies) that are not common but performed for the Interconnecting Customer's Facility. The Company may reassess study costs subsequent to a change in composition of the Group, and any increase in such costs must be paid by the Interconnecting Customer and the remaining Group members (and any such increase shall not be subject to the cost cap under paragraph 8 below). The Interconnecting Customer shall not be eligible under Section 5.5 of the Interconnection Tariff for a payment plan for Group Study fee costs under this Agreement.

2) The Interconnecting Customer agrees to provide, in a timely and complete manner, all additional information and technical data necessary for the Company to conduct the Group Study not already provided in the Interconnecting Customer's application.

3) All work pertaining to the Group Study that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of the Company and the Interconnecting Customer. Each party shall inform the other in writing of its designated and authorized representative, if different than what is in the application.

4) Where there are other potentially Affected Systems, and no single Party is in a position to prepare an Impact Study covering all potentially Affected Systems, the Company will coordinate but not be responsible for the timing of any additional studies required to determine the impact of the interconnection request on other potentially Affected Systems. The Interconnecting Customer will be directly responsible to the potentially Affected System operators for all costs of any additional studies required to evaluate the impact of the interconnection on the potentially Affected Systems. The Company will not proceed with this Group Study without the Interconnecting Customer's consent to have the other studies conducted.

5) The Group Study will determine the scope and produce an estimate for the cost of System Modifications to the Company's EPS within ±25%. A Group may request an Extended Group Study designed to produce an estimate for the cost of System Modifications to the Company's EPS within ±15%. The time allowed to perform an Extended Group Study may exceed the Time Frames provided for in Section 3.4.1(d) of the Interconnection Tariff. An Extended Group Study will only be performed upon unanimous consent of all Group members, evidenced by an executed Extended Group Study Consent Form. Interconnecting Customer will be responsible for all System Modification costs in accordance with Section 5 and Section 3.4.1 of the Interconnection Tariff.

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6) The Group Study, together with any additional studies contemplated in Paragraph 4, shall form the basis for the Interconnecting Customer's proposed use of the Company EPS and shall be furthermore utilized in obtaining necessary third-party approvals of any required facilities and requested distribution services. The Interconnecting Customer understands and acknowledges that any use of study results by the Interconnecting Customer or its agents, whether in preliminary or final form, prior to ISO-NE approval, should such approval be required, is completely at the Interconnecting Customer's risk.

7) Confidentiality. Interconnecting Customer authorizes the Company to share the Interconnecting Customer's contact information and project details with other members of the Group, except for unredacted one-line diagrams, three-line diagrams, or any other design drawing. Interconnecting Customer shall provide the Company with appropriately redacted copies of diagrams and drawings that may be shared with other Group members at the Company's discretion.

8) The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. All costs that exceed the 10% increase cap will be borne solely by the Company. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) days of the Company's notice of increase, authorize such increase and make payment, or the Company will suspend the work and the corresponding agreement will terminate.

9) Final Accounting. An Interconnecting Customer may request a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under this Agreement for the actual cost of the Group Study, and (b) Interconnecting Customer's previous aggregate payments to the Company for the Group Study within 120 Business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement. Upon receipt of such a request from an Interconnecting Customer, the Company shall have 120 Business days to provide the requested final accounting report to the Interconnecting Customer. To the extent that Interconnecting Customer's cost responsibility in this Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty-five (45) Business Days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this Agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty-five (45) Business Days of the provision of such final accounting report.

10) In the event this Agreement is terminated for any reason, any payments made to the Group Study are non-refundable.

11) Nothing in this Agreement shall be interpreted to give the Interconnecting Customer immediate rights to wheel over or interconnect with the Company's EPS.

12) Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Interconnecting Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any

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assignment made by Interconnecting Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.

13) Except as the Commonwealth is precluded from pledging credit by Section 1 of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconductof the party seeking indemnification.

Notwithstanding the foregoing, the Interconnecting Customer hereby waives recourse against the Company and its Affiliates for, and releases the Company and its Affiliates from, any and all liabilities arising from or attributable to incomplete, inaccurate, or otherwise faulty information supplied by the Interconnecting Customer or the Group.

14) If either party materially breaches any of its covenants hereunder, the other party may terminate this Agreement by serving notice of same on the other party to this Agreement.

15) This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement, including any attachments, is entered into pursuant to the Interconnection Tariff. Together the Agreement and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff. In the event of a conflict between this Agreement, the Interconnection Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Interconnection Tariff, as the same may be amended from time to time, shall control.

16) All amendments to this Agreement shall be in written form executed by both Parties.

17) The terms and conditions of this Agreement shall be binding on the successors and assigns of either Party.

18) This Agreement may be terminated under the following conditions.

a) The Parties agree in writing to terminate the Agreement.

b) The Interconnecting Customer may terminate this Agreement at any time by providing written notice to Company.

c) The Company may terminate this Agreement if the Interconnecting Customer either: (1)

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has not paid the fee;(2) has not responded to requests for further information in accordance with provisions in the Interconnection Tariff, specifically Section 3.6.2; or (3) has been removed from the Group in accordance with the Interconnection Tariff.

Interconnecting Customer:	Company:
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment 1: Group Composition and Study Cost Allocation
Attachment 2: Special Terms or Conditions for Group Study (*optional by Company*)

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EXHIBIT L

Preceding Interconnecting Customer Opt-Out Agreement

The Company hereby notifies_____(Interconnecting Customer) on _____("Issuance Date") that its distributed generation Facility proposed to be located at _____(Interconnection Application #_____) is in a Common Study Area that has become the subject of a Group Study (*see* Tariff, Section 3.4.1). The Company has determined that there is a compelling business or engineering reason to interconnect the Interconnecting Customer's Facilityas part of a Group solution.

If the Interconnecting Customer wishes to participate in the Group, then no further action is required at this time. The Company may suspend any applicable interconnection processing Time Frames for the Interconnecting Customer's Facility until the Group Study has been completed, including the issuance of an Interconnection Service Agreement. If the Interconnecting Customer later decides to drop out of the Group, the interconnection application for the Facility shall be considered withdrawn.

To opt-out of participating in the Group solution and resume the interconnection process individually, the Interconnecting Customer must sign and return the Opt-Out Agreement below to the Company within five (5) business days of receipt. If the agreement is not executed and returned to the Company within five (5) business days, the Interconnecting Customer shall be part of the Group. The Company has included an explanation of the potential risks and benefits of opting-out of Group participation at Attachment 1 attached hereto.

OPT-OUT AGREEMENT *(if applicable)*
The Interconnecting Customer, after conducting its own due diligence and having read and understood this Agreement, elects to opt-out of participating in the Group and assumes all risk in making such election.

Interconnecting Customer:

_____ _____
By: Date
Name:
Its:

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Attachment 1
Explanation of Potential Risks and Benefits of Opting-Out of Group Participation

[TO BE COMPLETED BY COMPANY]

This explanation of risks and benefits is provided in good faith based on the Company's experience, judgement, and information known prior to the Issuance Date about the Company's electric power system, Group facilities, and Interconnecting Customer's Facility. The Company does not warrant, or assume any legal obligation, responsibility or liability for the completeness or usefulness of, any information provided.

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Schedule Z – Additional Information Required for Net Metering Service

Please fill out the form completely, and complete an Excel spreadsheet template with all net metering credit allocation information.

Host Customer Name:_____Telephone:_____

Email: _____

Address of Facility: _____

Billing Account Number: _____

Meter Number:_____Application ID Number: _____

Is this form substituting new Host Customer information for an existing Net Metering Facility?

___Y ___N.

Is the Host Customer a: Municipality Other Governmental Entity

If so, attach a copy of DPU issued Public Entity certification form.

Is there another Net Metering Facility located on the same parcel as the Facility identified in this application? ___Y ___N. If yes, has the Facility received approval of an exception to the Single Parcel Rule from either the Department of Public Utilities or other authorized entity? ___Y ___N. If yes, please attach a copy of the approval.

A) Is the Host Customer applying for net metering service an electric company, generation company, aggregator, supplier, energy marketer, or energy broker, as those terms are used in M.G.L. c. 164, §§ 1 and 1F and 220 C.M.R. §11.00?
_____No
_____Yes (you are not eligible for net metering service)

NOTE: Definitions are:

"Aggregator" means an entity which groups together electricity Customers for retail sale purposes, except for public entities, quasi-public entities or authorities, or subsidiary organizations thereof, established under the laws of the commonwealth. G.L. c. 164, § 1.

"Alternate Electric Company" means an electric distribution company other than the Company that serves customers within the Commonwealth of Massachusetts.

"Cap Exempt Facility Serving On-site Load" means a Class I Net Metering Facility with a nameplate capacity greater than 25 kW AC, a Class II Net Metering Facility or Class III Net Metering Facility with an executed interconnection service agreement (or an amendment to an interconnection service agreement that is for a facility expansion) with a Distribution Company dated on or after January 1, 2021, provided that it is a Renewable Energy Generating Facility and

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serves On-site Load, other than parasitic or station load, and provided further that it is not a Net Metering Facility of a Municipality or Other Governmental Entity.

"Electric company" means a corporation organized under the laws of the commonwealth for the purpose of making by means of water power, steam power or otherwise and for selling, transmitting, distributing, transmitting and selling, or distributing and selling, electricity within the commonwealth, or authorized by special act so to do, even though subsequently authorized to make or sell gas; provided, however, that electric company shall not mean an alternative energy producer; provided further, that a distribution company shall not include an entity which owns or operates a plant or equipment used to produce electricity, steam and chilled water, or an affiliate engaged solely in the provision of such electricity, steam and chilled water, where the electricity produced by such entity or its affiliate is primarily for the benefit of hospitals and nonprofit educational institutions, and where such plant or equipment was in operation before January 1, 1986; and provided further, that electric company shall not mean a corporation only transmitting and selling, or only transmitting, electricity unless such corporation is affiliated with an electric company organized under the laws of the commonwealth for the purpose of distributing and selling, or distributing only, electricity within the commonwealth. G.L. c. 164, § 1.

"Generation company" means a company engaged in the business of producing, manufacturing or generating electricity or related services or products, including but not limited to, renewable energy generation attributes for retail sale to the public. G.L. c. 164, § 1.

"Host Customer" means a Customer with a Class I, II, or II Net Metering Facility that generates electricity on the Customer's side of the meter.

"Nameplate Capacity" means, for the purposes of calculating net metering capacity only, the nominal capacity of a system that reflects normal operating conditions, and not maximum operating conditions.

"Supplier" means any supplier of generation service to retail Customers, including power marketers, brokers and marketing affiliates of distribution companies, except that no electric company shall be considered a supplier. G.L. c. 164, § 1.

For the terms "energy marketer" and "energy broker," please use the definition for "Electricity Broker," which means an entity, including but not limited to an Aggregator, which facilitates or otherwise arranges for the purchase and sale of electricity and related services to Retail Customers, but does not sell electricity. Public Aggregators shall not be considered Electricity Brokers. 220 C.M.R. 11.02.

B) If applying for Net Metering as an Agricultural Net Metering Facility, please answer the following questions:

1) Is the Agricultural Net Metering Facility operated as part of an agricultural business?
_____Yes
_____No (the facility is not eligible for Net Metering as an Agricultural Net Metering Facility)

2) Has the Commissioner of the Department of Agriculture recognized the business as an agricultural business?

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_____Yes
_____No

3) Is the Agricultural Net Metering Facility located on land owned or controlled by the agricultural business mentioned in Item B.1 above?
_____Yes
_____No (the facility is not eligible for Net Metering as an Agricultural Net Metering Facility)

4) Is the energy from the Agricultural Net Metering Facility used to provide electricity to metered accounts of the agricultural business mentioned in Item B.1 above?
_____Yes
_____No (the facility is not eligible for Net Metering as an Agricultural Net Metering Facility)

C) If applying for neighborhood net metering, please answer the following questions:

1) Are all participants served by the same distribution company?_____Yes _____No
2) Are all participants served by the same ISO-NE load zone?_____Yes_____No
3) Do all participants reside in the same municipality?_____Yes_____No

NOTE: If any of the answers to the questions in Item C are no, then the facility is ineligible for neighborhood net metering unless granted an exception by the Department of Public Utilities under 220 C.M.R. §18.09(6).

D) Please indicate how the Host Customer will report to the Company the amount of electricity generated by the net metering facility. The information is due twice each year: (1) by January 31 for the prior year's generation; (2) by September 30 for the year-to-date generation:
_____Provide the Company access to their ISO-NE GIS account
_____Provide the Company access to their metering or inverter data
_____Provide the Company with a report in writing of the generation by January 31 and again on September 30 each year

E1) For any Billing Period in which the Host Customer earns Net Metering Credits, pleaseindicate how the Distribution Company will apply them:
_____Apply all of the Net Metering Credits to the account of the Host Customer (Skip Items F and G)
_____Allocate all the Net Metering Credits to the accounts of eligible Customers
_____Both apply a portion of the Net Metering Credits to the Host Customer's account and allocate a portion to the accounts of eligible Customers

E2) For any Billing Period in which the Host Customer earns market Net Metering Credits and seeks to allocate them to Customers in a different ISO-NE load zone or Customers served by an Alternate Electric Company, please answer the following questions:

1) Is the facility a solar Cap Exempt Facility Serving On-site Load? ____Yes ____No

2) Is the facility a New Solar Net Metering Facility as defined in the Company's Net Metering

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tariff (M.D.P.U No. 1572, as may be amended from time to time)? ____Yes ____No

NOTE 1: If at least one of the answers to the questions in Item E2 is yes, then the Host Customer is eligible to allocate market Net Metering Credits to Customers in a different ISO-NE load zone or to Customers of an Alternate Electric Company as of April 1, 2025.

F) If the Host Customer has a Class III Net Metering Facility, please indicate below the range that best represents the number of eligible Customer accounts to which Net Metering Credits would be allocated. Alternatively, please complete Item G. This information will allow the Company to exercise its option to purchase Net Metering Credits from the Host Customer rather than allocating such credits.

The Company will notify the Host Customer within 30 days of the filing of Schedule Z whether it will allocate or purchase Net Metering Credits. If the Company elects to purchase Net Metering Credits, the Company will render payment by issuing a check to the Host Customer each Billing Period, unless otherwise agreed in writing by the Host Customer and Company. If the Company elects to allocate Net Metering Credits, the Host Customer must complete Item G and submit the revised Schedule Z to the Company.

_____Allocate Net Metering Credits to fewer than 50 eligible Customer accounts (Skip Item G)
_____Allocate Net Metering Credits to 100 or fewer eligible Customer accounts (Skip Item G)
_____Allocate Net Metering Credits to more than 100 eligible Customer accounts (Skip Item G)

G) Please state the total percentage of Net Metering Credits to be allocated.

____% Amount of the Net Metering Credit being allocated. The total amount of Net Metering Credits being allocated shall not exceed 100 %. Any remaining percentage will be applied to the Host Customer's account.

Please identify each eligible Customer account to which the Host Customer is allocating Net Metering Credits by providing the following information (attach additional pages as needed):

NOTE 1: If a designated Customer account closes, the allocated percentage will revert to the HostCustomer's account, unless otherwise mutually agreed in writing by the Host Customer and the Company.

NOTE 2: For a Cap Exempt Facility Serving On-site Load, a Distribution Company shall credit or pay the Host Customer for any Net Metering Credits that are accrued in excess of its annual electricity consumption for the period running from April through the following March. The value of such excess Net Metering Credits shall be equal to the Distribution Company's Avoided Cost Rate, as provided in Sections 1.07(7) and (8) of the Net Metering tariff (M.D.P.U. No. 1572, as may be amended from time to time).

Customer Name: _____
Service Address: _____

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Billing Account Number: _____
If public entity, DPU Public Classification ID: _____
If served by Alternate Electric Company, company name: _____
Amount of Net Metering Credit Allocated: _____%

Customer Name: _____
Service Address: _____
Billing Account Number: _____
If public entity, DPU Public Classification ID: _____
If served by Alternate Electric Company, company name: _____
Amount of Net Metering Credit Allocated: _____%

Customer Name: _____
Service Address: _____
Billing Account Number: _____
If public entity, DPU Public Classification ID: _____
If served by Alternate Electric Company, company name: _____
Amount of Net Metering Credit Allocated: _____%

Customer Name: _____
Service Address: _____
Billing Account Number: _____
If public entity, DPU Public Classification ID: _____
If served by Alternate Electric Company, company name: _____
Amount of Net Metering Credit Allocated: _____%

Customer Name: _____
Service Address: _____
Billing Account Number: _____
If public entity, DPU Public Classification ID: _____
If served by Alternate Electric Company, company name: _____
Amount of Net Metering Credit Allocated: _____%

Customer Name: _____
Service Address: _____
Billing Account Number: _____
If public entity, DPU Public Classification ID: _____

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If served by Alternate Electric Company, company name:_____

Amount of Net Metering Credit Allocated: _____ %

H) The terms of this Schedule Z shall remain in effect unless and until the Host Customer executes a revised Schedule Z and submits it to the Company. Unless otherwise required herein or mutually agreed to in writing by the Host Customer and the Company, a revised Schedule Z shall not be submitted more than four times in any given calendar year.

I) A signature on the application shall constitute certification that (1) the Host Customer has read the application and knows its contents; (2) the contents are true as stated, to the best knowledge and belief of the Host Customer; and (3) the Host Customer possesses full power and authority tosign the application.

_____
Host Customer (Signature)

_____
Host Customer (Print)

_____
Date