



Load Response Program Agreement Real-Time Price Response Program

This Agreement, dated _____, 2010 (“Effective Date”), is entered into between Massachusetts Electric Company (“Company”), with a principal address at 40 Sylvan Road, Waltham, MA 02451 and _____ (“Customer”) (each a “Party”, together the “Parties”) that has an electric account(s) with Company at the address(es) and account(s) specified below:

Account #: _____

Customer’s total “Committed kW reduction” (Potential kW available for interruption) under this Agreement is:

_____ kW

1. Program Summary

Through the Company and other enrolling participants, the Independent System Operator – New England (“ISO-NE”) offers a Real-Time Price Response Program (“Price Response Program” or “Program”) in order to help moderate wholesale electricity prices. This Program allows customers to monitor energy prices and voluntarily reduce energy consumption during certain periods (“Voluntary Curtailment Opportunity”) determined by ISO-NE. The detailed rules governing the Price Response Program and other ISO-NE load response programs are contained in the Load Response Program Manual, which is located online at: http://www.iso-ne.com/rules_proceeds/isone_mnls/m_lrp_load_response_program_revision_12_10_01_07.doc The Load Response Program Manual is subject to revision by ISO-NE.

2. Customer Eligibility

The Price Response Program is available to customers that have hourly metering in place, are capable of curtailing at least 100 kW, and are not operating under any other ISO-NE load response program. By executing this Agreement, Customer warrants that it meets the above eligibility criteria and will continue to meet the criteria throughout the Agreement Term, defined in Section 5.

3. Notification of Voluntary Curtailment Opportunity

Voluntary Curtailment Opportunities in the Program are established and communicated electronically by ISO-NE. Customer shall register with ISO-NE the e-mail address of any person or device Customer wants to be notified of Voluntary Curtailment Opportunities. Appendix B contains instructions for Customer to register this information. Once an e-mail address is enrolled, ISO-NE will electronically notify Customer of Voluntary Curtailment Opportunities, which will occur when forecast hourly wholesale energy prices for the zone where Customer is located (“Zonal Price”) are expected to exceed the Program threshold. During a Voluntary Curtailment Opportunity, Customer can voluntarily elect if and when to participate in the Program by reducing its electric usage. Zonal Prices are located online at <http://www.iso-ne.com>, where they are updated in near real time.

4. Credits to Customer

Customer will receive credit for load reduced by Customer during Voluntary Curtailment Opportunities as calculated by ISO-NE. ISO-NE will estimate kWh reduced by Customer from hourly load data delivered by Company, as detailed in the Program Manual. Using Customer’s historic load data, ISO-NE calculates a baseline for Customer’s expected load on an interruption day. ISO-NE calculates the kWhs to be credited from

the difference between such Customer baseline and the actual hourly loads whenever a Voluntary Curtailment Opportunity is called.

Credits made to Customer for actual voluntary curtailments as contemplated above will be for the minimum of \$0.085/kWh or 85% of the actual Zonal Prices during each hour of such curtailment event, whichever is greater. Customer will receive Program credits on a quarterly basis on its electric bill from Company within 120 days of Company receiving the corresponding credit from ISO-NE.

If there is any disagreement regarding the Customer's credit, ISO-NE's final determination shall control, even if Customer or Company disagrees with such determination. In no case will Company credit Customer with more than what Company receives as a credit from ISO-NE on behalf of Customer.

Appendix C contains a sample credit calculation as described above.

5. Agreement Term

- (a) Customer shall remain enrolled through Company in an available ISO-NE Load Response Program until May 31, 2012. However, this agreement shall remain in effect if the Program is extended beyond May 31, 2012, unless terminated by one of the Parties under the terms herein.
- (b) After such initial one-year period, either Customer or Company shall have the right to terminate this Agreement. Any such request to terminate this Agreement by either Party shall require at least ten (10) business days prior written notice before it may become effective.
- (c) Any obligation by Company to provide credits to Customer for past voluntary curtailments in compliance with the terms of this Agreement occurring prior to the termination date or expiration date of this Agreement shall survive termination of the Agreement.

6. Notices

All notices and other communications required hereunder shall be made in writing and shall be deemed given as of the time of delivery or, in the case of a telecopied or electronic mail communication as of the time of confirmation, if delivered personally, telecopied (and confirmed), or sent by overnight courier (with proof of delivery) to the parties at the following addresses, or at such other address as a party shall specify by like notice:

If to the Company, to: Chandra Bilsky
 National Grid
 40 Sylvan Rd E1.555
 Waltham, MA 02541
 E-mail: Chandra.bilsky@us.ngrid.com
 Phone: 781-907-1627

If to Customer, to: _____

7. Limitation of Liability

IN NO EVENT SHALL COMPANY, ITS AFFILIATES, OR ITS (OR ITS AFFILIATES') OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, OR SHAREHOLDERS, BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, RELIANCE, MULTIPLE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUES, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF DATA, OR LOSS OF GOODWILL), CONNECTED WITH OR ARISING FROM THIS AGREEMENT, WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARE

BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE; PROVIDED HOWEVER, THIS SECTION 7 SHALL NOT LIMIT COMPANY'S OBLIGATION TO PROVIDE CREDIT FOR VOLUNTARY CURTAILMENTS BY CUSTOMER DURING THE TERM OF THIS AGREEMENT IN ACCORDANCE WITH SECTION 4 HEREOF. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES RELATING TO PHYSICAL INJURY OR PROPERTY DAMAGE.

8. Force Majeure

Any delay or failure of either Party in the performance of its required obligations hereunder shall be excused if and to the extent caused by fire, flood, unusually severe weather, explosion, riot, war, sabotage, or other similar causes as long as such events are beyond the Party's reasonable efforts to control.

9. Miscellaneous Provisions

- (a) This Agreement constitutes the entire Agreement between the Parties and supersedes all previous understandings, commitments or representations concerning the subject matter. No amendments or modifications to this Agreement may be made except in writing signed by both parties. If a final decision of a court of competent jurisdiction holds invalid any part or portion of this Agreement, such part or portion shall be modified to the extent strictly necessary (including, if necessary, deletion) to make such part or portion valid and enforceable, and such modified part or portion, together with the balance of the Agreement shall be valid and binding on the parties.
- (b) If any of the provisions of this Agreement are inconsistent with obligations that Customer has under an electric power supply contract, Customer has the obligation to notify Company of such inconsistencies. If such inconsistencies affect Customer or Company's ability to comply with this Agreement, Company reserves the right to terminate this Agreement.
- (c) Customer authorizes Company to release Customer's load data or any other Customer information reasonably necessary for the administration of the Program or this Agreement to ISO-NE or any other entity involved in Program administration.
- (d) This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws principles contained therein. This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

Each Party has had its authorized representative execute this Agreement below.

Customer Name

By: _____
(signature)

By: _____
(please print)

Title: _____

Date: _____

Massachusetts Electric Company

By: _____
(signature)

By: _____
(please print)

Title: _____

Date: _____



**Price Response Program Agreement
Appendix A: Customer Contact Information**

Company / Facility Name: _____

Account Number: _____

Facility Address: _____

National Grid Account Manager: _____

Substation Serving the Customer (provided by National Grid): _____

NX 11-C Number (to be provided by ISO-NE): _____

Customer Contact Information:

Primary Contact Name:		Phone #:	
		e-mail:	

**Additional Program Contacts
(Optional):**

Secondary Name:		e-mail:	
		Phone #:	
Additional Name:		e-mail:	
		Phone #:	
Additional Name:		e-mail:	
		Phone #:	

Additional Notes:



Price Response Program Customer Agreement Appendix B: Registration for Event Notification And Notification Format and Details

Customer can be notified electronically of the start and end times of ISO-NE curtailment opportunities by e-mail and text message to an addressable mobile telephone and/or text paging device. To enroll an e-mail address on the ISO-NE list server, Customer must go to the ISO web site at <http://www.iso-ne.com/index.html> and follow the following steps:

1. Select "Support" in the left hand column
2. Select ""Mailing Lists" in the menu.
3. Scroll down until you find "Response Lists." Select the appropriate load zone from within the Price Response Program Event Notification section as appropriate. Send the email that comes up. If you are unsure of your load zone, consult your electric bill or contact Company.
4. You will receive an email reply from ISO-NE. Follow the instructions on the email to send a blank email to the address requested to verify your email address.
5. After sending the second email as requested, you will receive a reply from ISO-NE that should have a subject line that begins with the word 'Welcome'.

Customer, and not the Company, is responsible for maintaining notification e-mail addresses on the ISO-NE list server as noted above. Company will assist Customer with enrolling e-mail addresses in the event of difficulties.

If Customer has a device address it wishes to add that cannot send e-mail directly, forward the request to Chandra.bilsky@us.ngrid.com.

All notification messages will show up as coming from 'Price Response Events List for *load zone name*' and will have a comma-delimited subject line with 9 fields. Messages to mobile phones and pager devices may be truncated, but can be deciphered by the comma-delimited subject line. The notification and subject line will look like:

ISO-NE,N,4,4008,,05022007,1400,1800,5631

The fields are defined as:

1. Will always be ISO-NE
2. Message Type: Will be an N for event Notification
3. Program number: This will be a 4 for the Price Response Program
4. Load zone number: It will either be a 0 (called for all zones), 4002 (New Hampshire), 4005 (Rhode Island), 4006 (SEMA), 4007 (WCMA), 4008 (NEMA)
5. Block number: This does not apply to the Price Response Program and therefore, this field will be empty.
6. Date (MMDDYYYY)
7. Start Time
8. End time
9. Message ID: this is specific to each message that comes from the ISO-NE and is used for tracking

Historically, summer events have occurred between 12 noon and 6 p.m. (1200-1800) and winter events have occurred between 2 p.m. and 6 p.m. (1400-1800)



Price Response Program Customer Agreement Appendix C: Sample Credit Calculation

Credits are calculated from the difference between Customer’s expected loads (calculated by ISO-NE from previous days’ hourly loads) and actual loads during the Voluntary Curtailment Opportunity. Credits to Customers will be for \$0.085 per kWh or 85% of the zonal energy clearing price, whichever is higher.

Credits are calculated separately for each hour during the Voluntary Curtailment Opportunity, and any credit that would result in a negative number becomes \$0.00.

The following is an example of the credit calculation for a three-hour event starting at 2 p.m.:

	Start Time			End Time
Hour Ending	2:00 p.m.	3:00 p.m.	4:00 p.m.	5:00 p.m.
Assumed Zonal Price (\$/kWh)		\$0.10	\$0.15	\$0.20
Expected kW Load from ISO-NE Baseline Calculation		1000	1000	1100
Actual Load on Event Day (Hourly kW)		900	1025	900
kWh Reduction (Performance for Hour Ending)		100	-25	200
Credit Earned for Hour 1		\$8.50		
Credit Earned for Hour 2			\$0	
Credit Earned for Hour 3				\$34.00
Total Customer Credit for this 3-hour event				\$42.50

FOR ISO USE

HEAT Ticket # _____

Asset ID _____

ADDITIONAL INFORMATION FOR LRP ASSETS

Enrolling Participant Name: Massachusetts Electric Company
Enrolling Participant ID: 50075
Person submitting information: _____
Submission Date: _____
Load Name: _____
Asset ID: _____

Basis for Maximum Facility Load:

- _____ Based on interval meter data during the previous 12 months
(please provide a copy of meter data if available)
- _____ Based on utility bills over the summer or winter peak months
- _____ Based on engineering estimates developed for a new facility or process
- _____ Other (please describe)

Basis for the Maximum Interruptible Capacity (e.g., Actual testing of the facility along with a brief summary of observations, Engineering estimates of what each equipment they are to interrupt draws):

Basis or process for determining that the reduction methods or services represented by this new asset are not already registered with the ISO:

FOR ISO USE

HEAT Ticket # _____

Asset ID _____

Basis for Size of Generating Unit (Rating capacity of the generating unit *if present*):

_____ Generator Nameplate

_____ Typical load on the generator under normal operating conditions

_____ Other (please describe)