



BERLIN WATER WORKS

OFFICE OF THE WATER COMMISSION
55 Willow Street, Berlin, NH

REC 16-231

PLEASE ADDRESS REPLY TO:
55 Willow Street
Berlin, NH 03570-1883
Tel: 603-752-1677
Fax: 603-752-3055

NHPUC 11FEB'16AM10:34

February 8, 2016

Debra A. Howland
Executive Director
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

RE: Application Form for Renewable Energy
Source Eligibility for Class IV

Dear Ms. Howland,

We have enclosed one original and two copies of the completed application. As directed on the application we have also submitted an electronic version. A copy of the Interconnection Agreement with Public Service of NH or Eversource as it is now known has been enclosed for your information.

We will be aggregating the RECs through Revolution Energy Aggregation, LLC, we have enclosed a letter from Michael Behrmann for your information. The GIS Facility Code is 15299.

If you need further information, you may call us at 752-1677.

Sincerely,

A handwritten signature in blue ink that reads "Craig P. Carrigan".

Craig P. Carrigan
Superintendent

CPC:db

Enc.



State of New Hampshire Public Utilities Commission

21 S. Fruit Street, Suite 10, Concord, NH 03301-2429



APPLICATION FORM FOR RENEWABLE ENERGY SOURCE ELIGIBILITY FOR CLASS IV

HYDRO SOURCES WITH A TOTAL NAMEPLATE CAPACITY OF ONE MEGAWATT OR LESS

Pursuant to New Hampshire Administrative Code [Puc 2500](#) Rules, Puc 2505.02 Application Requirements
Laws of 2012, Chapter 0272

- Please submit one (1) original and two (2) paper copies of the completed application and cover letter to:

Debra A. Howland
Executive Director
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

- Send an electronic version of the completed application and the cover letter electronically to executive.director@puc.nh.gov.

The cover letter must include complete contact information and clearly state that the applicant is seeking certification as a Class IV source. Pursuant to Chapter 362-F:11 I, the Commission is required to render a decision on an application within 45 days upon receiving a completed application.

If you have any questions please contact Barbara Bernstein at (603)271-6011 or Barbara.Bernstein@puc.nh.gov.

Please provide the following:

1. Applicant Name: City of Berlin Water Works

Mailing Address: 55 Willow Street

Town/City: Berlin State: NH Zip Code: 03570

Primary Contact: Craig Carrigan-Superintendent

Telephone: 603-752-1677 Cell: 603-325-2778

Email address: craig@bwwberlinnh.org

2. Facility Name: Ammonoosuc Water Treatment Facility

(physical address) 180 St. Laurent Lane

Town/City: Berlin State: NH Zip Code: 03570

If the facility does not have a physical address, the Latitude _____ & Longitude _____

(To qualify the electrical production for RECs, the facility must be registered with the NEPOOL – GIS).

Contact information for the GIS administrator follows:

James Webb, Registry Administrator, APX Environmental Markets

224 Airport Parkway, Suite 600, San Jose, CA 95110

Office: 408.517.2174, jwebb@apx.com

3. The facility's ISO-New England asset identification number, if available. _____

4. The facility's GIS facility code, if available. 15299

5. A description of the facility including the following:

5.a. The gross nameplate capacity 30 kW

5.b. The facility's initial commercial operation date 8/27/15

5.c. The date the facility began operation, if different than the operation date _____

5.d. A complete description of the facility **including location, structures and equipment.**

The City of Berlin (Berlin Water Works) is proposing the installation of a 30.0 kW induction generator located in Berlin, New Hampshire at the Ammonoosuc Water Treatment Plant.

It is intended that the project will be "net metered" and generated power will be utilized by the complex and any surplus be exported onto PSNH circuit designated 25W1.

Electrical Components

1. Utility interconnecting Transformer: 1-500 kVA, Grounded wye-Grounded wye, 12.47 GRDY/7.2kV-480Y/277 volt padmounted transformer owned by PSNH.
2. Generator Contactor: 1-Sprecher & Schuh type CA7-60-10-120, 3-pole, 480V, 60A, 120V control
3. Generator: 1- 3-phase Berline induction, 29.84 kW, 0.86 PF, 60 Hz, 480 volt.

Mechanical Components

Turbine/Engine: Canyon Turbine- 21 kW, 3ph, 60 Hz, .88 PF at full load. Hydro Control Panel RED Lion Hydro Status Board 480 V

6. A copy of all necessary state and federal (FERC) regulatory approvals as **Attachment A.**

7. A copy of the title page of the Interconnection Agreement between the applicant and the distribution utility, the page(s) that identifies the nameplate capacity of the facility and the signature pages. *Please provide this information as **Attachment B.***

8. Pursuant to 2505.01(c), no generation facility shall be eligible to acquire new certificates under this Chapter while selling its electrical output at long-term rates established before January 1, 2007. Please provide a copy of the facility's long-term rate agreement as **Attachment C.**

N/A

9. A description of how the generation facility is connected to the distribution utility.

The project is "net metered" and generated power is utilized by the complex and any surplus is exported onto PSNH now known as Eversource circuit designated 25W1

10. A statement as to whether the facility has been certified under another non-federal jurisdiction's renewable portfolio standard and proof thereof. *Provide documentation as **Attachment D**.*

Berlin Water Works has signed an interconnection agreement with Eversource. Please see Attachment B.

10. A statement as to whether the facility's output has been verified by ISO-New England.

N/A

11. An affidavit by the applicant attesting that the contents of the application are accurate. *Use either the Affidavit at the bottom of this page, or provide a separate document as **Attachment E**.*

12. The name and telephone number of the facility's operator, **if different from the owner**.

Facility Operator Name: _____

Phone: _____

13. Other pertinent information that you wish to include to assist in classification of the facility provide as **Attachment F**.

CHECK LIST: The following has been included to complete the application:	YES
• All contact information requested in the application.	✓
• A copy of all necessary state and federal (FERC) regulatory approvals as Attachment A .	✓
• A copy of the title page of the Interconnection Agreement between the applicant and the distribution utility, the page(s) that identifies the nameplate capacity of the facility and the signature pages as Attachment B .	✓
• A copy of provide a copy of the facility's long-term rate agreement as Attachment C	N/A
• . If applicable , documentation of the hydro facility's certification(s) in other non-federal jurisdiction's renewable portfolio standard program(s) as Attachment D .	
• A signed and notarized attestation or Attachment E .	✓
• A GIS number has been provided or has been requested.	✓
• Other pertinent information has been provided (if necessary) as Attachment F .	
• This document has been printed and notarized.	✓

• The original and two copies are included in the packet mailed to Debra Howland, Executive Director of the PUC.	✓
• An electronic version of the completed application has been sent to executive.director@puc.nh.gov .	✓

AFFIDAVIT

The Undersigned applicant declares under penalty of perjury that contents of this application are accurate.

Applicant's Signature *Craig P Corrigan* Date 2/9/16
 Printed Name Craig P Corrigan

Subscribed and sworn before me this 9th Day of Feb (month) in the year 2016

County of Coos State of N.H.

Debra M. Page
 Notary Public/Justice of the Peace

My Commission Expires DEBRA M. PAGE
Notary Public - New Hampshire
My Commission Expires January 29, 2019

FEDERAL ENERGY REGULATORY COMMISSION
Washington, D. C. 20426

OFFICE OF ENERGY PROJECTS

Docket No. CD14-25-000 – New
Hampshire
Ammonoosuc Water Treatment Plant
Hydroelectric Project
City of Berlin, New Hampshire

October 31, 2014

Roland L. Viens, Superintendent
City of Berlin, New Hampshire
Berlin Water Works
City Hall, 168 Main Street
Berlin, NH 03570

Subject: Determination that Ammonoosuc Water Treatment Plant Hydroelectric Project Meets Qualifying Conduit Hydropower Facility Criteria

Dear Mr. Viens:

On August 28, 2014, you filed a notice of intent, pursuant to section 30(a) of the Federal Power Act (FPA), 16 U.S.C. § 823a (2012), as amended by Section 4 of the Hydropower Regulatory Efficiency Act of 2013, Pub. L. 113-23, § 4a, 127 Stat. 493 (2013), to construct a qualifying conduit hydropower facility, the Ammonoosuc Water Treatment Plant Hydroelectric Project, to be located in the City of Berlin in Coos County, New Hampshire.

On September 10, 2014, Commission staff issued a public notice that preliminarily determined that the project met the statutory criteria for a qualifying conduit hydropower facility, and thus was not required to be licensed under Part I of the FPA. The notice established a 45-day period for entities to contest whether the project met the criteria. No comments were filed in response to the notice. Accordingly, this letter constitutes a written determination that the Ammonoosuc Water Treatment Plant Hydroelectric Project meets the qualifying criteria under FPA section 30(a), and is not required to be licensed under Part I of the FPA.

If you have any questions, please contact Mr. Robert Bell at (202) 502-6062 or robert.bell@ferc.gov.

Sincerely,

A handwritten signature in cursive script that reads "Kelly Houff".

Kelly Houff
Chief, Engineering Resources Branch
Division of Hydropower Administration
and Compliance

GENERATOR INTERCONNECTION AGREEMENT

This INTERCONNECTION AGREEMENT, dated August 27, 2015, by and between the **City of Berlin (Berlin Water Works)**, (hereinafter referred to as the "Interconnector"), and Public Service Company of New Hampshire, dba Eversource Energy, a New Hampshire corporation having its principal place of business in Manchester, New Hampshire (hereinafter referred to as "Eversource").

WHEREAS, Interconnector desires to interconnect its 30 kW induction generating facility as depicted in Attachment A hereto (the "Facility"), located in Berlin, New Hampshire, with the electric system of Eversource in accordance with applicable New Hampshire Public Utilities Commission ("NHPUC") Orders and applicable laws; and

WHEREAS, Interconnector desires to, and Eversource agrees to, provide for the interconnection of the Facility with the electric system of Eversource, its successors and permitted assigns; and

WHEREAS, it is necessary that certain agreements be made prior to the interconnection of the Facility to ensure the safety, reliability and integrity of Eversource's electric system and the operation of the Facility;

NOW, THEREFORE, in consideration of the mutual promises set forth herein the parties do hereby agree as follows:

Article 1. Interconnection and Voltage Characteristics.

The interconnection point shall be that point at which the Facility interconnects with the 12.47 kV electric system of Eversource, as more fully described in Attachment A. Under this Agreement, the Interconnector shall receive and pay for the services necessary for the purpose of connecting the Facility with the Eversource electrical distribution system. The execution of this Agreement does not constitute a request for, or the provision of, transmission or distribution service. Interconnector is responsible for (a) all arrangements to effect any deliveries of electric energy from the Facility in accordance with the appropriate retail or FERC-jurisdictional tariffs and (b) arranging for its

purchase of retail power (such as back-up or stand-by power). This Agreement does not cover sales of power, capacity, energy or market products generated from the Facility.

Unless Eversource converts its interconnection circuit, all electric energy delivered to Eversource's system from the Facility shall be 12.47 kV, three phase, sixty hertz.

Article 2. Interconnection and Protection Requirements.

Interconnector shall install or provide for the installation of all interconnection, protection, and control equipment as specified in the Interconnection Report ("Report") dated January 13, 2015, attached as Attachment A hereto, and incorporated herein by reference thereto, to ensure the safe and reliable operation of the Facility in parallel with the Eversource system. The Report may be modified from time to time in accordance with this Article 2 as set forth below, and to account for any modifications to the Facility as set forth in Article 5 below. The Interconnector will be responsible for all study costs associated with the development of the Report, and those costs associated with the equipment and its installation, required by the Report as set forth in Article 3 below. Metering of the output from the Facility shall be conducted pursuant to the terms of the Report.

The Interconnector may not operate the Facility in parallel with the Eversource System until:

- (a) the conditions for initial parallel operation of the Facility set forth in the Report have been met;
- (b) commissioning and testing of the Facility has been completed in accordance with the Report and to the satisfaction of Eversource;
- (c) the Interconnector has paid Eversource all funds due pursuant to Article 3 of this Agreement;
- (d) Interconnector has complied with the insurance requirements of Article 7;
- (e) Interconnector has provided Eversource a description of the Facility that incorporates all final design changes, including all design changes made during construction; and
- (f) Eversource has provided formal written authorization stating that operation of the Facility in parallel with the Eversource System is authorized by Eversource.

The Interconnector shall obtain each consent, approval, authorization, order or acceptance from FERC and/or ISO-NE necessary for the Interconnector or any entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with the Interconnector (each, an "*Affiliate*") to sell any power, capacity, energy or market products from the Facility into the wholesale power market prior to making any such wholesale

sales. The Interconnector shall indemnify, defend and hold harmless Eversource, its trustees, directors, officers, employees, agents and affiliates from any costs, damages, fines or penalties, including reasonable attorneys' fees, directly resulting from Interconnector's or its Affiliate's non-compliance with any provision of this Article 2; provided, however, that such indemnification obligation shall be subject to the limitation of liability set forth in Article 7.

Up to the interconnection point, unless otherwise provided for in the Report, all equipment shall be the sole property of Interconnector. Interconnector shall have sole responsibility for the operation, maintenance, replacement, and repair of the Facility, including the interconnection equipment owned by the Interconnector.

The Interconnection Report is subject to, and is based upon, current Eversource standards, as may be amended from time to time, regarding protection and control equipment requirements sufficient to ensure the safe and reliable operation of the Eversource electric distribution system. Interconnector hereby acknowledges that such Eversource standards are periodically reviewed and modified pursuant to standard utility practice, and that Interconnector is responsible for compliance with such standards, at its sole cost, as these standards may be modified from time to time. Additionally, the costs of any such review of the Interconnection Report in Attachment A performed by Eversource will be the responsibility of the Interconnector. Interconnector is responsible for any and all additional costs to ensure that all relevant protection and control equipment, software, hardware, and their capabilities meet then current Eversource standards for interconnection of generating facilities to the Eversource electric distribution system. Eversource will notify Interconnector if upgrades or changes to Interconnector's protection and control equipment are necessary by issuing a new or updated Interconnection Report. Within a mutually agreeable period following the issuance of a new or updated Interconnection Report the Interconnector shall modify the Facility, at the Interconnector's sole expense, to meet the revised requirements thereof. Any disputes will be addressed in accordance with Article 9 of this Agreement.

Prior to the interconnection to Eversource's system under this agreement, Interconnector shall have tested, or cause to be tested, all protection devices including verification of calibration and tripping functions; and Interconnector shall provide Eversource with a copy of the tests and results. The

Interconnector shall ensure that any such test is performed by an individual or company that Eversource has authorized to perform the testing function. The testing requirements of Article 10 shall also apply.

If either party reasonably determines that the operation or use of any portion of the protection system will or may not perform its protective function, Interconnector shall immediately open the interconnection between Eversource's system and the Facility. Interconnector shall promptly notify Eversource of this action and the reason for this action. The interconnection shall remain open until Interconnector has satisfactorily cured the defect. Any repair or replacement of Interconnector's equipment shall be at no cost to Eversource, except Eversource shall be responsible for any loss or damage requiring repair or replacement of all or a portion of the Interconnector's equipment as a result of the negligence or misconduct of Eversource, its agents or employees.

Article 3. General Payment Terms.

Interconnection Costs. The Interconnector is responsible for paying all costs associated with Interconnection of the Facility incurred by Eversource, including (a) testing costs, (b) costs associated with installing, testing and maintaining the communications infrastructure necessary to provide protection and/or monitoring of the Facility, (c) construction, modification and Upgrade costs (as defined in the paragraph below) necessary to accommodate the Interconnection, and (d) any ongoing maintenance costs and other charges deemed necessary by Eversource to maintain the Interconnection (all such costs described in this sentence, the "Interconnection Costs").

Distribution Upgrades. Eversource shall design, procure, construct, install, and own the distribution system upgrades described in the Report (the "Upgrade(s)"). The actual cost of the Upgrades, including overheads, shall be the sole responsibility of the Interconnector.

Initial Cost Estimate. The Report contains a good-faith estimate of the initial Interconnection Costs (the "Initial Cost Estimate").

Billing and Payment Procedures for Interconnection Costs. The Interconnector shall pay Eversource the amount set forth in the Initial Cost Estimate (the "Initial Payment") within thirty (30) days of the Effective Date, subject to extension by mutual agreement of the Parties. Eversource will not incur Interconnection Costs prior to receipt of the Initial Payment. Actual incurred Interconnection Costs may vary from those costs included in (a) the Report, or (b) the Initial Cost Estimate. Eversource shall invoice the Interconnector for all Interconnection Costs as such costs are incurred to the extent that they exceed the Initial Payment, and the Interconnector shall pay each such invoice within thirty (30) days of receipt, or as otherwise agreed to by the Parties. Within ninety (90) days following the date on which Eversource determines that Eversource has received all of the necessary information Eversource has requested from its employees, agents, contractors and/or subcontractors working on, or providing services in connection with, the design and construction of the Interconnection, Eversource shall provide the Interconnector with an accounting report detailing any Underpayment (as such term is defined below) or Overpayment (as such term is defined below) made by the Interconnector with respect to the Initial Payment (the "True-up Report"). To the extent that the actual Interconnection Costs accrued up to the date of the Initial Interconnection exceed the Initial Payment (an "Underpayment"), Eversource shall invoice the Interconnector for an amount equal to the Underpayment and the Interconnector shall pay such amount to Eversource within thirty (30) days of such invoice. To the extent that the Initial Payment exceeds the actual Interconnection Costs accrued up to the date of the Initial Interconnection (an "Overpayment"), Eversource shall refund to the Interconnector an amount equal to the Overpayment within thirty (30) days of the provision of the True-Up Report. Any and all Interconnection Costs incurred by Eversource after the date of the True-up Report shall be billed in accordance with this provision.

Taxes. The Parties shall comply with all applicable federal and state tax laws.

Article 4. Right of Access.

Eversource Right to Access. The Interconnector shall allow Eversource reasonable access to Eversource equipment and Eversource facilities located on the Facility's premises (the "*Eversource Property*"). To the extent that the Interconnector does not own all or part of the real property on which Eversource is required to locate Eversource Property in order to serve the

Facility, the Interconnector shall procure and provide to Eversource all necessary rights, including easements, for access to Eversource Property. Additionally, Eversource shall have the right to enter the property of Interconnector at mutually agreed upon reasonable times and shall be provided reasonable access to Interconnector's metering, protection, control, and interconnection equipment to review for compliance with this Agreement. Upon request, Eversource shall provide Interconnector with a copy of any notes, reports or other documents made relating to any such inspection or review.

Isolation Device. Eversource shall have reasonable access to the Isolation Device (as described in the Report) of the Facility at all times. Interconnector is responsible for obtaining any and all property rights, including easements, which will permit Eversource access to such Isolation Device.

Right to Review Information. Eversource shall have the right to review and obtain copies of the Interconnector'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 the Facility or its Interconnection. Eversource shall treat such information as confidential and shall use such information solely for the purposes of determining compliance with the operating requirements of Eversource.

Article 5. Modification of Facility.

A description of the Facility as studied is contained in the Report. Any changes to the design of the Facility as it is described and specified in the Report with respect to such Facility must be approved by Eversource in writing prior to the implementation of such design changes. Only design changes approved in accordance with this Article 5 shall be implemented. If Interconnector plans any modifications to its Facility as described in Attachment A, which modifications would reasonably be expected to affect its interconnection with the Eversource System, Interconnector shall give Eversource ninety (90) day prior written notice of its intentions. Eversource will review the modifications at the Interconnectors expense and provide a written notice of approval or notification that the modification will require revised protection and control equipment. The cost of any and all upgrades to either the Facility interconnection equipment or the Eversource electric distribution system required to permit the Facility modification shall be the responsibility of the Interconnector.

Article 6. Term of Agreement.

This Agreement shall become effective between the parties on the date of execution of this agreement. This Agreement shall remain in full force and effect subject to the suspension and termination rights contained in this Article 6.

Interconnector may terminate this Agreement by giving Eversource not less than sixty (60) days prior written notice of its intention to terminate. Eversource may terminate the interconnection under this Agreement by giving not less than sixty (60) days prior written notice should Interconnector fail to substantially perform with the interconnection, metering and other safety provisions of this Agreement, and such failure continues for more than sixty (60) days from date of notice without cure. The Eversource notice shall state with specificity the facts constituting the alleged failure to perform by Interconnector. If the parties are unable to reach agreement within 60 days on a cure for the failure to perform, either party may elect to submit the dispute to the NHPUC for resolution.

If changes in applicable federal or state statutes, regulations or orders; or changes in applicable ISO or NEPOOL requirements occur which materially affect this Agreement, the parties shall negotiate in good faith to modify this Agreement to accommodate such changes. If the parties are unable to reach agreement within 60 days, either party may elect to submit the dispute to the NHPUC for resolution.

Eversource may also terminate its obligation contained in this Agreement if applicable laws, regulations and orders mandating interconnections from qualifying facilities are repealed, or declared invalid by a Court or Regulatory Agency, and no revised law is enacted providing for such interconnection on a similar basis.

After termination of this Agreement, both parties shall be discharged from all further obligations under the terms of this Agreement, excepting any liability which may have been incurred before the date of such termination. Any reasonable costs incurred by Eversource to physically disconnect the Facility as a result of the termination of this Agreement shall be paid by the Interconnector.

Article 7. Insurance, Performance Assurance, Indemnification & Limitation of Liability.

A. Insurance Requirements.

The Interconnector shall comply with the insurance requirements specified in Chapter PUC 900 Net Metering for Customer Owned Renewable Energy Generation Resources of 1,000 Kilowatts or Less, Part Puc 904.03, as may be modified from time to time.

B. Indemnification.

Each party will be responsible for its equipment and the operation thereof and will indemnify and save the other harmless from any and all loss by reason of property damage, bodily injury, including death resulting therefrom suffered by any person or persons including the parties hereto, employees thereof or members of the public, (and all expenses in connection therewith, including attorney's fees) whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, caused by or sustained on, or alleged to be caused by or sustained on, equipment or property, or the operation or use thereof, owned or controlled by such party, except that each party shall be solely responsible for and shall bear all costs of its negligence, and willful misconduct, and claims by its own employees or contractors growing out of any workers' compensation law; provided, however, and except for property damage and bodily injury suffered by third parties, that such indemnification obligations shall be subject to the limitation of liability set forth in Article 7.C. The foregoing paragraph shall survive the termination of this Agreement and such termination will not extinguish any liabilities or obligations in respect of reimbursements under this paragraph, incurred up to the time of termination.

Survival of Indemnification. The indemnification obligations of each Party set forth in this Article 7 B. shall continue in full force and effect regardless of whether this Agreement has expired or been terminated, defaulted or cancelled and shall not be limited in any way by any limitation on insurance.

C. Limitation of Liability.

Except with respect to a Party's fraud or willful misconduct, and except with respect to damages sought by a third party in connection with a third party claim: (a) neither Party shall be liable to the other Party, for any damages other than direct damages; and (b) each Party agrees that it is not entitled to recover and agrees to waive any claim with respect to, and will not seek,

consequential, punitive or any other special and/or indirect damages as to any matter under, relating to, arising from or connected to this Agreement.

Article 8. Force Majeure.

Neither party shall be considered to be in default hereunder and shall be excused from performance hereunder if and to the extent that it shall be prevented from doing so by storm, flood, lightning, earthquake, explosion, equipment failure, civil disturbance, labor dispute, act of God or the public enemy, action of a court or public authority, withdrawal of equipment from operation for necessary maintenance and repair, or any other cause beyond the reasonable control of either party and not due to the fault or negligence of the party claiming force majeure, provided that the party claiming excuse from performance uses its best efforts to remedy its inability to perform.

Article 9. Dispute Resolution and Voluntary Arbitration.

In the event of any dispute, disagreement, or claim (except for disputes referred to the NHPUC under Article 6 of this Agreement) arising out of or concerning this Agreement, the Party that believes there is such a dispute, disagreement, or claim will give written notice to the other Party of such dispute, disagreement, or claim. The affected Parties shall negotiate in good faith to resolve such dispute, disagreement, or claim. If such negotiations have not resulted in resolution of such dispute to the satisfaction of the affected Parties within twenty (20) working days after notice of the dispute has been given, then an affected Party may submit such dispute, disagreement, or claim arising out of or concerning this Agreement to the NH PUC for resolution in accordance with Order 14,797 in DE 80-246. Upon mutual agreement of the Parties, a dispute may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this Agreement.

The arbitration proceeding shall be conducted by a single arbitrator, appointed by mutual agreement of the affected Parties, in Manchester, New Hampshire, under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time a demand for arbitration under such

rules was made. In the event that the affected Parties fail to agree upon a single arbitrator, each shall select one arbitrator, and the arbitrators so selected shall, within twenty (20) days of being selected, mutually select a single arbitrator to govern the arbitration. A decision and award of the arbitrator made under the Rules and within the scope of his or her jurisdiction shall be exclusive, final, and binding on all Parties, their successors, and assigns. The costs and expenses of the arbitration shall be allocated equitably amongst the affected Parties, as determined by the arbitrator(s). Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Each Party hereby consents and submits to the jurisdiction of the federal and state courts in the State of New Hampshire for the purpose of confirming any such award and entering judgment thereon.

Article 10. Operating Requirements.

General Operating Requirements. The Interconnector shall construct, interconnect, operate, and maintain the Facility and all accompanying and necessary facilities in accordance with (a) all applicable laws and requirements and, "Good Utility Practice" (as defined in Section I of the ISO New England Inc., Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3); and (b) ISO-NE operating requirements in effect at the time of construction and other applicable national and state codes and standards. Following the initial Interconnection of the Facility, the Interconnector shall comply with all special operating requirements set forth in the Report. In the event that Eversource believes that the cause of any problem to Eversource originates from the Facility, Eversource has the right to install monitoring equipment at a mutually agreed upon location to determine the exact cause of the problem. The cost of such monitoring equipment shall be borne by Eversource, unless such problem or problems are demonstrated to be caused by the Facility or if the test was performed at the request of the Interconnector in which case the costs of the monitoring equipment shall be borne by the Interconnector. If the operation of the Facility interferes with Eversource's or its customers' operations, the Interconnector must immediately take corrective action to stop such interference and shall not operate the Facility until such time as such interference is stopped. If the Interconnector fails to take immediate corrective action pursuant to the preceding sentence, then Eversource may disconnect the Facility in accord with Good Utility Practice.

No Adverse Effects; Non-interference. Eversource shall notify the Interconnector if Eversource has evidence that the operation of the Facility could cause disruption or deterioration of

service to other customers served from Eversource's system or if operation of the Facility could cause damage to the Eversource system or other affected systems. (For example, deterioration of service could be caused by, among other things, harmonic injection in excess of IEEE STD 519, as well as voltage fluctuations caused by large step changes in loading at the Facility.) The Interconnector shall cease operation of the Facility until such time as the Facility can operate without causing disruption or deterioration of service to other customers served from the Eversource system or causing damage to the Eversource system or other affected systems. Each Party shall promptly notify the other Party in writing of any condition or occurrence relating to such Party's equipment or facilities which, in such Party's reasonable judgment, could adversely affect the operation of the other Party's equipment or facilities.

Eversource shall operate its system in such a manner so as to not unreasonably interfere with the operation of the Facility. The Interconnector shall protect itself from normal disturbances propagating through the Eversource system in accordance with Good Utility Practice. Examples of such normal disturbances include single-phasing events, voltage sags from remote faults on Eversource system, and outages on the Eversource system.

Safe Operations and Maintenance. The Interconnector 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 or the Report. Each Party shall be responsible for the maintenance, repair and condition of its respective lines and appurtenances on such Party's respective side of the interconnection point. Eversource and the Interconnector shall each provide equipment on its respective side of the interconnection point that adequately protects the Eversource system, personnel, and other persons from damage and injury. If Eversource has constructed or owns equipment or facilities, other than Upgrades, that were required solely as a result of the Interconnection, then, unless otherwise documented in the Report, the costs associated with the operation, maintenance, repair and replacement of such equipment or facilities shall be the ongoing responsibility of the Interconnector and the Interconnector shall reimburse Eversource such costs.

Ongoing Maintenance: Testing of the Facility. The Parties hereby acknowledge and agree that maintenance testing of the Facility's protective relaying is imperative for safe, reliable operation

of the Facility. The test cycle for such protective relaying shall be as specified in Chapter PUC 900 Net Metering for Customer Owned Renewable Energy Generation Resources of 1,000 Kilowatts or Less, Part Puc 905.05 Periodic Testing, as may be modified from time to time. Non-Compliant Inverters and Non-Inverter Interconnections shall (1) conduct a load-break test once every twelve (12) months, as described in PUC 904.04 (which may be modified from time to time) and (2) Verify the proper calibration and protective function of the components and systems of the generation unit, which shall include the testing prescribed by the unit manufacturer; once every four (4) years or according to the schedule recommended by the manufacturer whichever is more frequent for facilities greater than 25 kW or once every four (4) years for facilities 25 kW or less. The Interconnector shall ensure that any such relay testing is performed by an individual or company that Eversource has authorized to perform the testing function. The Interconnector shall provide copies of these test records to Eversource within thirty (30) days of the completion of such maintenance testing. Eversource may disconnect the Facility from the Eversource system if the Interconnector fails to adhere to these standards. The Interconnector is responsible for all ongoing maintenance costs associated with the Facility.

Article 11. Disconnection.

A. Temporary Disconnection.

Emergency Conditions. Eversource may immediately and temporarily disconnect the Facility from the Eversource system without prior notification in cases where, in the reasonable judgment of Eversource, the continued connection of the Facility is imminently likely to (a) endanger persons or damage property or (b) cause an adverse effect on the integrity or security of, or damage to, the Eversource system or to other electric power systems to which the Eversource system is directly connected (each, an "*Emergency Condition*"). After temporary disconnection or suspension pursuant to this paragraph, the Facility may not be reconnected or resume operation until Eversource and Interconnector are both reasonably satisfied that the cause of such Emergency Condition has been corrected. If the Interconnector fails to correct the Emergency Condition within ninety (90) days from the time that Eversource has temporarily disconnected the Facility due to such an event, Eversource may elect to terminate this Agreement and/or permanently disconnect the Facility.

Routine Maintenance, Construction and Repair. Eversource shall have the right to disconnect the Facility from the Eversource system when necessary for routine maintenance, construction and repairs to the Eversource system. Eversource shall provide the Interconnector with notice of such disconnection, consistent with Eversource's Planned and Unplanned Outage Scheduling Procedure. If the Interconnector requests disconnection by Eversource, the Interconnector will be provided with information regarding Eversource scheduling practices. Such disconnection shall be scheduled in accordance with Eversource's Planned and Unplanned Outage Scheduling Procedure. Eversource shall make reasonable efforts to work with Interconnector to schedule a mutually convenient time or times to temporarily disconnect the Facility pursuant to this paragraph.

Forced Outages. During any forced outage, Eversource shall have the right to temporarily disconnect the Facility from the Eversource system in order to affect immediate repairs to the Eversource system. Eversource shall use reasonable efforts to provide the Interconnector with prior notice of such temporarily disconnection; provided, however, Eversource may temporarily disconnect the Facility from the Eversource system without such notice pursuant to this paragraph in the event circumstances do not permit such prior notice to the Interconnector.

Non-Emergency Adverse Operating Effects. Eversource may temporarily disconnect the Facility if it is having a non-emergency adverse operating effect on the Eversource system or on other customers (a "*Non-Emergency Adverse Operating Effect*") if the Interconnector fails to correct such Non-Emergency Adverse Operating Effect within forty-five (45) days of Eversource's written notice to the Interconnector requesting correction of such Non-Emergency Adverse Operating Effect. If the Interconnector fails to correct a Non-Emergency Adverse Operating Effect within ninety (90) days from the time that Eversource has temporarily disconnected the Facility due to such an event, Eversource may elect to terminate this Agreement and/or permanently disconnect the Facility.

Modification of the Facility. Eversource has the right to immediately suspend Interconnection service and temporarily disconnect the Facility in the event any material

modification to the Facility or the Interconnector's Interconnection facilities has been implemented without prior written authorization from Eversource.

Re-connection. Any temporary disconnection pursuant this Article 11 shall continue only for so long as is reasonably necessary. The Interconnector and Eversource shall cooperate with each other to restore the Facility and the Eversource system, respectively, to their normal operating states as soon as reasonably practicable following the correction of the event that led to the temporary disconnection.

B. Permanent Disconnection.

The Interconnector may permanently disconnect the Facility at any time upon thirty (30) days prior written notice to Eversource. Eversource may permanently disconnect the Facility upon termination of this Agreement in accordance with Article 6. Eversource may permanently disconnect the Facility in the event the Interconnector is unable to correct an Emergency Condition or a Non-Emergency Adverse Operating Effect in accordance with this Article 11.

Article 12. Modification of Agreement.

In order for any modification to this Agreement to be binding upon the parties, said modification must be in writing and signed by both parties.

Article 13. Confidentiality.

Eversource shall maintain the confidentiality of information provided from the Interconnector to Eversource if such information is clearly marked and labeled "Confidential" (the "*Confidential Information*") or, by its very nature, Eversource is aware or should be aware that such information should be maintained as Confidential. Confidential Information shall not include information that (a) is or hereafter becomes part of the public domain, (b) previously was in the possession of Eversource, or (c) Eversource is required to disclose pursuant to a valid order of a court or other governmental body or any political subdivision thereof; provided, however, that to the extent that it may lawfully do so, Eversource shall first have given notice to the Interconnector and given the Interconnector a reasonable opportunity to interpose an objection or obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purpose for which the order was issued; provided further that if such Confidential Information is requested or required by the NHPUC, Eversource shall seek protective treatment of such Confidential Information.

Article 14. Permits and Approvals.

The Interconnector is responsible for obtaining all environmental and other permits required by governmental authorities for the construction and operation of the Facility (each, a "*Required Permit*"). Eversource assumes no responsibility for obtaining any Required Permit, advising the Interconnector with respect to Required Permits, or assuring that all Required Permits have been obtained by the Interconnector. Upon written request of Eversource, the Interconnector shall promptly provide to Eversource a copy of any Required Permit.

Article 15. Default and Remedies.

A. Defaults. Each of the following shall constitute an "*Event of Default*."

(i) A Party fails to pay any bill or invoice for charges incurred pursuant to this Agreement or any other amount due from such Party to the other Party as and when due, any such failure shall continue for a period of thirty (30) days after written notice of nonpayment from the affected Party to the defaulting Party; provided, however, if such Party disputes such bill, invoice or other amount

due in good faith, then such failure to pay shall not constitute an Event of Default and the Parties shall resolve such dispute in accordance with Article 9;

(ii) A Party (a) fails to comply with any other provision of this Agreement or breaches any representation or warranty in any material respect and (b) fails to cure or remedy such failure or breach within sixty (60) days after notice and written demand by the other Party to cure the same or such longer period reasonably required to cure the same (not to exceed an additional ninety (90) days unless otherwise mutually agreed upon, provided that the failing or breaching Party diligently continues to cure until such failure or breach is fully cured). This provision pertains only to cure periods not specifically addressed elsewhere in this Agreement;

(iii) Interconnector modifies the Facility or any part of the Interconnection without the prior written approval of Eversource; or

(iv) A Party fails to perform any obligation hereunder in accordance with (a) applicable laws and regulations, (b) the ISO-NE operating documents, procedures, and reliability standards, and (c) Good Utility Practice.

B. Remedies. Upon the occurrence of an Event of Default, the non-defaulting 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; or (d) pursue any other remedies it may have under this Agreement or under applicable law or in equity.

Article 16. Prior Agreements Superseded.

Once effective, this Agreement with Attachment A represents the entire agreement between the parties with respect to the interconnection of the Facility with the Eversource electric system and, as between Interconnector and Eversource, all previous agreements including previous discussion, communications and correspondence related thereto are superseded by the execution of this Agreement.

Article 17. Waiver of Terms or Conditions.

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall remain at all times in full force and effect. Any waiver is only effective if given to the other party in writing.

Article 18. Binding Effect; Assignment

This Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and permitted assigns of the parties hereto. Eversource shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Interconnector except to a successor-in-interest. Eversource shall provide written notice to Interconnector of any such assignment to a successor-in-interest within fifteen (15) days following the effective date of the assignment. Interconnector shall have the right to assign this Agreement to any person or entity that is a successor-in-interest to the Facility without the consent of Eversource. In the event of any such assignment, Interconnector shall notify Eversource in writing within fifteen (15) days following the effective date of the assignment. Interconnector may make such other assignment of this Agreement as it determines, subject to the prior written consent of Eversource, which consent shall not be unreasonably withheld or delayed. Any assignment in violation of this Article shall be void at the option of the non-assigning party.

Article 19. Applicable Law.

This Agreement is made under the laws of the State of New Hampshire and, to the extent applicable, the Federal Power Act, and the interpretation and performance hereof shall be in accordance with and controlled by such laws, excluding any conflicts of law provisions of the State of New Hampshire that could require application of the laws of any other jurisdiction.

Article 20. Changes in State Regulations or Law.

Upon thirty (30) days prior written notice, Eversource may terminate this Agreement if there are any changes in NHPUC regulations or New Hampshire law that affects Eversource's ability to perform its obligations under this Agreement.

Article 21. Headings.

Captions and headings in the Agreement are for ease of reference and shall not be used to and do not affect the meaning of this Agreement.

Article 22. Notices and Service.

All notices, including communications and statements which are required or permitted under the terms of this Agreement, shall be in writing, except as otherwise provided or as reasonable under the circumstances. Service of a notice may be accomplished and will be deemed to have been received by the recipient party on the day of delivery if delivered by personal service, on the day of confirmed receipt if delivered by telecopy, registered or certified commercial overnight courier, or registered or certified mail or on the day of transmission if sent by telecopy with evidence of receipt obtained, and in each case addressed as follows:

Interconnector: City of Berlin (Berlin Water Works)
 Craig Carrigan
 Superintendent
 55 Willow Street Berlin, NH 03570

Eversource: Eversource New Hampshire
 780 North Commercial Street
 P. O. Box 330
 Manchester, NH 03105-0330
 Richard C. Labrecque
 Manager, Eversource Distributed Generation

Article 23. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on all of the Parties hereto, notwithstanding that all of the Parties are not signatories to the same counterpart. Facsimile counterparts may be delivered by any Party, with the intention that they shall have the same effect as an original counterpart hereof.

Article 24. Signatures.

Each Party hereby signifies its agreement to the all of the terms of this Agreement by its signatures hereto. Each Party represents that it has carefully reviewed this Agreement individually and with counsel and that it has knowingly and willingly executed this Agreement.

IN WITNESS WHEREOF, the parties, each by its duly authorized representative, have hereunto caused their names to be subscribed, as of the day and year first above written.

Interconnector

Signature: Craig Caragan
Name: Craig Caragan
Title: Superintendent
Duly Authorized

Eversource Energy

Signature: R. C. Labrecque
Name: RICHARD C. LABRECCQUE
Title: Manager - Distributed Generation
Duly Authorized

**PSNH INTERCONNECTION REPORT
FOR
CUSTOMER GENERATION**

BERLIN WATER WORKS

SESD SITE NO #N3260

**Attachment A to the Interconnection Agreement
between Berlin Water Works and PSNH**

January 13, 2015

Table of Contents

- I. Introduction
- II. Description Of Major Components
 - A. Description Of Facilities
 - B. Electrical Components
 - C. Mechanical Components
- III. PSNH Requirements - General
 - A. Safety Considerations
 - B. Service Quality Considerations
 - C. Metering Considerations
 - D. Other Considerations
- IV. PSNH Requirements - Specific
 - A. System Configuration And Protection
 - B. System Metering
 - C. Primary Interconnection
 - D. Telemetry
 - E. System Operation
- V. PSNH Price Estimates
 - A. System Protection
 - B. Metering
 - C. Electric System Control Center (ESCC)
 - D. Primary Interconnection

- VI. Interconnection Equipment Ownership, Operation, and Maintenance
 - A. Delivery Point
 - B. Description Of Responsibilities
- VII. Drawings
 - A. Partial One Line Diagram (SK-DJW-N3260)

I. Introduction

A study has been performed to determine the impact of this proposed non-utility generation (NUG) facility on the Public Service of New Hampshire (PSNH) system. All technical analysis was based on the equipment listed under Section II, and the facility arrangement illustrated on Partial One Line Diagram SK-DJW-N3260. Any deviation from the listed equipment and/or the illustrated configuration may have significant safety and/or technical ramifications. Consequently, if changes are anticipated now, or in the future, PSNH should be informed immediately so that the requirements and recommendations contained within the report may be revised where necessary. This procedure will ensure that the Developer is informed of PSNH requirements in a timely fashion, and should eliminate the delays and expense which could otherwise be experienced by the Developer.

II. Description of Major Components

A. Description of Facilities

The City of Berlin (Berlin Water Works) is proposing the installation of a 30.0 kW induction generator located in Berlin, New Hampshire at the Ammonoosuc Water Treatment Plant.

It is intended that the project will be "net metered" and generated power will be utilized by the complex and any surplus be exported onto PSNH circuit designated 25W1.

B. Electrical Components

1. Utility Interconnecting Transformer:
1 - 500 kVA, Grounded wye – Grounded wye, 12.47GRDY/7.2 kV – 480Y/277 volt padmounted transformer owned by PSNH.
2. Generator Contactor:
1 – Sprecher & Schuh type CA7-60-10-120, 3-pole, 480V, 60A, 120V control
3. Generator:
1 – 3-phase Berline induction, 29.84 kW, 0.86 PF, 60 Hz, 480 volt.

C. Mechanical Components

1. Turbine/Engine:
Unknown

III. PSNH Requirements - General

A. Safety Considerations

1. The connection of the facility to the PSNH system must not compromise the safety of PSNH's customers, personnel, or the owner's personnel.
2. The generating facility must not have the capability of energizing a de-energized PSNH circuit. To this end, the electrically controlled primary element(s) configured to enforce this requirement must have all mechanical close features removed and prominently placarded against reinstallation "per PSNH".
3. Emergency shutdown and isolation provisions.
 - a. An emergency shutdown switch with facility status indicator lights must be made available for unrestricted use by PSNH personnel.
 - b. The shutdown switch shall be installed in a PSNH padlock-lockable enclosure at a location acceptable to PSNH operating personnel. The operation of the switch shall cause all of the facility's generation to be disconnected from the PSNH system, and shall block all manual and automatic reconnection of generation to the PSNH system until the switch is reset. The status lights, mounted with the shutdown switch, shall be located outdoors at a position acceptable to PSNH Operating Division personnel. Red and green lights are to be visible from the road. A red

light shall indicate that the facility has generation connected to the PSNH system. A green light shall indicate that all generation is disconnected from the PSNH system. The red and green lights shall be driven by interrupting device auxiliary switches.

- c. A PSNH primary disconnecting device with a visible open must be located between the PSNH system and the facility's generation. The device shall be installed at a location acceptable to PSNH operating personnel. This device must be made available for unrestricted use by PSNH personnel. This device is required to meet PSNH safety rules, and may be used in concert with the emergency shutdown switch previously described. If required to interrupt the generating facility output, the device must be fully rated by the manufacturer to do so.
4. Protection systems included to address PSNH requirements must utilize utility grade components as approved by PSNH. This requirement includes protective relays as well as auxiliary tripping relays.
5. All PSNH-required voltage relaying applied to three-phase energy sources must be applied on a three-phase basis.
6. All devices utilized to supply PSNH-required protective functions must be equipped with provisions to aid in the post-mortem analysis of their operation. In the case of single-function protective elements, these provisions will include properly configured targets. In the case of multi-function numerical devices, these provisions will include properly configured event recording facilities as well as targets.
7. Dedicated relays must be reserved for PSNH-required functions. These relays will provide no functions except for PSNH-required functions. PSNH will determine, at the Developer's expense, the generic set points for the PSNH-required protective functions. In the case of numerical relays, the Developer will be responsible for developing the balance of the settings (logic, etc.) in these relays, along with the actual electronic settings files themselves.
8. Any "relay failure" contacts on PSNH-required protective devices shall be wired to (1) trip the site generation and (2) initiate an alarm when the contacts indicate relay malfunction.
9. Underfrequency protection on NUGs 1.0 MW and greater will be set with due regard for the NPCC underfrequency load shedding program. NPCC Document "Directory # 12" sets forth the requirements for automatic underfrequency load shedding and automatic underfrequency load shedding associated with generator underfrequency tripping. Note, where a NUG is unable to accommodate the NPCC program settings due to turbine or other issues, additional compensating underfrequency protection will be required to account for lost generation. Any costs associated with obtaining the compensating load shedding will be the responsibility of the NUG.
10. A PSNH approved testing company will be required to verify the proper functioning of those protective systems required by PSNH. This work will be performed at the Developer's expense.
11. The generating facility has full responsibility for ensuring that the protective system and the associated devices are maintained in reliable operating condition. PSNH reserves the right to inspect and test all protective equipment at the generator site whenever it is considered necessary. This inspection may include tripping of the breakers.
12. The short circuit interrupting device(s) must have sufficient interrupting capacity for all faults that might exist. The PSNH system impedance at the facility will be supplied on request.
13. All protection systems utilized for synchronous generator protection must use a battery power source. AC-powered inverters are not an acceptable DC supply. The battery must be equipped with appropriate charging and monitoring facilities. The monitoring facilities must annunciate battery high voltage, battery low voltage, and battery grounds. Interrupting devices associated with PSNH-required protection, and supplied power from the DC battery, must be equipped with facilities configured to trip the associated generator interrupting device with an alternate supply immediately on loss of DC system trip capability. Direct AC trip and capacitor trip devices are acceptable for this backup function.
14. Any protection scheme utilizing AC control power must be designed in a fail-safe mode. That is, all protective components must utilize contacts which are closed during normal operating conditions, but which open during abnormal conditions or when control power is lost to de-energize the generator

- contactor coil. These schemes may be utilized only with non-latching contactors and may not be used with synchronous generators.
15. A protection one line diagram and a complete set of AC and DC schematic (a.k.a. elementary) diagrams showing the implementation of all systems required by PSNH must be supplied for PSNH review. These drawings should be supplied as soon as possible so that any non-conforming items may be corrected by the Developer without impacting the scheduled completion date of the facility.
 16. All voltage transformers driving PSNH-required protection systems must be formally rated by the manufacturer as to accuracy class, and must be capable of driving their connected burdens with an error not exceeding 1.2 percent. The NUG is responsible for supplying PSNH with VT manufacturer's documentation supporting VT performance and any additional information (e.g. relay manufacturer's data) required by PSNH to verify scheme adequacy.
 17. All current transformers driving PSNH-required protection systems must be rated by the manufacturer as to accuracy class, and must be capable of driving their connected burdens with an error not exceeding 10 percent under worst-case fault conditions. The NUG is responsible for supplying PSNH with CT manufacturer's documentation supporting CT performance and any additional information (e.g. relay manufacturer's data, cable lengths, etc.) required by PSNH to verify scheme adequacy.
 18. The secondary windings of instrument transformers feeding PSNH-required protection equipment will be grounded at one point, and one point only.
 19. All PSNH-required protective relays and auxiliary tripping relays must be equipped with test facilities which allow secondary quantity injection and input contact and output contact isolation while the protective relays remain in their cases.
 20. All PSNH-required tripping and associated logic must be hard wired from protective relays to the interrupting device(s). Tripping and or/logic derived from programmable logic controllers (PLCs), computers, or other similar devices is not acceptable for PSNH-required protection.
 21. It is not the policy of PSNH to maintain a stock of protective relays for resale to facility Developers. Since many protective devices have delivery times of several months, Developers are strongly advised to order them as soon as possible after PSNH type-approval is received.
 22. Protection of the generating facility equipment for problems and/or disturbances which might occur internal or external to the facility is the responsibility of the Developer. Any fault located within the NUG should be detected and interrupted by NUG equipment at the NUG facility. The settings for such equipment whose failure to perform properly during a fault and could result in loss of service to PSNH customers, will typically be developed by the NUG and reviewed by PSNH. PSNH's involvement with such equipment is limited to ensuring that coordination exists with upstream PSNH devices, and that the critical interrupting device is capable of interrupting the PSNH fault duty which exists at the point of application.
 23. No operation of the facility's generation is allowed until all PSNH requirements have been met, all related systems are in place, calibrated, and proven functional, and the Developer has received formal signoff from SEDS. This requirement may be waived by PSNH for a given system if generation is required to demonstrate the proper functioning of that system.

B. Service Quality Considerations

1. The connection of the facility to the PSNH system must not reduce the quality of service currently existing on the PSNH system. Voltage fluctuations flicker, and excessive voltage and current harmonic content are among the service quality considerations. Harmonic limitations should conform to the latest IEEE guidelines and/or ANSI standards.
2. In general, induction generators must be accelerated to "synchronous" speed prior to connection to the PSNH system to reduce the magnitude and duration of accelerating current and resulting voltage drop to PSNH customers to acceptable levels.

3. Power factor correction capacitors may be required for some facilities either at the time of initial installation, or, at some later date. The installation will normally be done by the Developer at his expense.
4. Automatic reclosing of the PSNH circuit, after a tripping operation, may occur after an appropriate time delay. If additional voltage blocking of automatic reclosing is required, it will be added at the Developer's expense.

C. Metering Considerations

1. Except for protection/control and metering voltage sensing and generator and/or capacitor contactor supply voltage, no unmetered station service AC shall be taken from the station service transformers.

D. Other Considerations

None

IV. PSNH Requirements - Specific

A. System Configuration and Protection

1. The facility must be arranged and equipped as per Partial One Line Diagram SK-DJW-N3260.
2. A utility grade protective relay(s) will be supplied by and installed by the Developer for the sole use of PSNH.
3. The following protection functionality will be programmed into the utility grade relay(s) to automatically open the generator contactor.
 - a. Overfrequency (81O), trip and block close Generator Contactor (GC).
 - b. Underfrequency (81U), trip and block close Generator Contactor (GC).
 - c. 3 Phase Overvoltage (59), trip and block close Generator Contactor (GC).
 - d. 3 Phase Undervoltage (27), trip and block close Generator Contactor (GC).
 - e. If supplied, relay trouble (AL), trip and block close Generator Contactor (GC).

B. System Metering

The facility will be equipped with the metering system generally shown on Partial One Line Diagram SK-DJW-N3260. The existing demand meter will be changed to a new "Net" demand meter. The new Net demand meter will capture Watt-hours delivered and Watt-hours received. The replacement of the existing meter to the appropriate Net demand meter will be done at no cost to the developer.

All costs of metering equipment and installation in excess of standard PSNH metering for the Customer's Standard Rate (existing metering equipment) shall be borne by the Customer. PSNH shall retain ownership and maintenance responsibilities for the metering equipment.

1. Existing Metering (Metering "M" on One-Line Diagram SK-DJW-N3260).

C. Primary Interconnection

None required.

D. Telemetry

None required.

E. System Operation

There are no foreseeable special operating considerations and/or limitations concerning this facility. However, once the facility comes on-line, if there is any adverse impact on the operation of the PSNH electrical system, then appropriate operating considerations and/or limitations may have to be imposed.

V. PSNH Price Estimates

The following estimates for labor, materials, and overheads are supplied as an aid to the Developer for financial planning purposes. Should the Developer elect to have PSNH perform any of the work described in the estimates, he will ultimately be billed for the full actual cost of any work performed, including overheads.

A. System Protection

1. All protective relays at the generator plant will be purchased by the Developer. PSNH must be notified as to exact relay model numbers proposed before ordering to assure that proper setting capability exists for interfacing with the PSNH system.

Subtotal \$ 0.

2. Engineering: PSNH review of control circuits, material specifications, development of PSNH-required relay settings, review of the electronic settings file produced by the Developer (if applicable), and a review of all test data relating to PSNH requirements. Note that, the development and application of the actual relay settings and/or file(s) will be the responsibility of the Developer.

Subtotal \$ 4,000.

Section A. total \$ 4,000.

B. Metering

PSNH will replace the existing meter at no cost to the customer.

Section B. total \$ 0.

C. Electric System Control Center (ESCC)

No involvement.

Section B. total \$ 0.

D. Primary Interconnection

No primary interconnection work is required to be performed by PSNH at this time.

Section D. total \$ 0.

Grand total \$ 4,000.

VI. Interconnection Equipment Ownership, Operation and Maintenance

A. Delivery Point

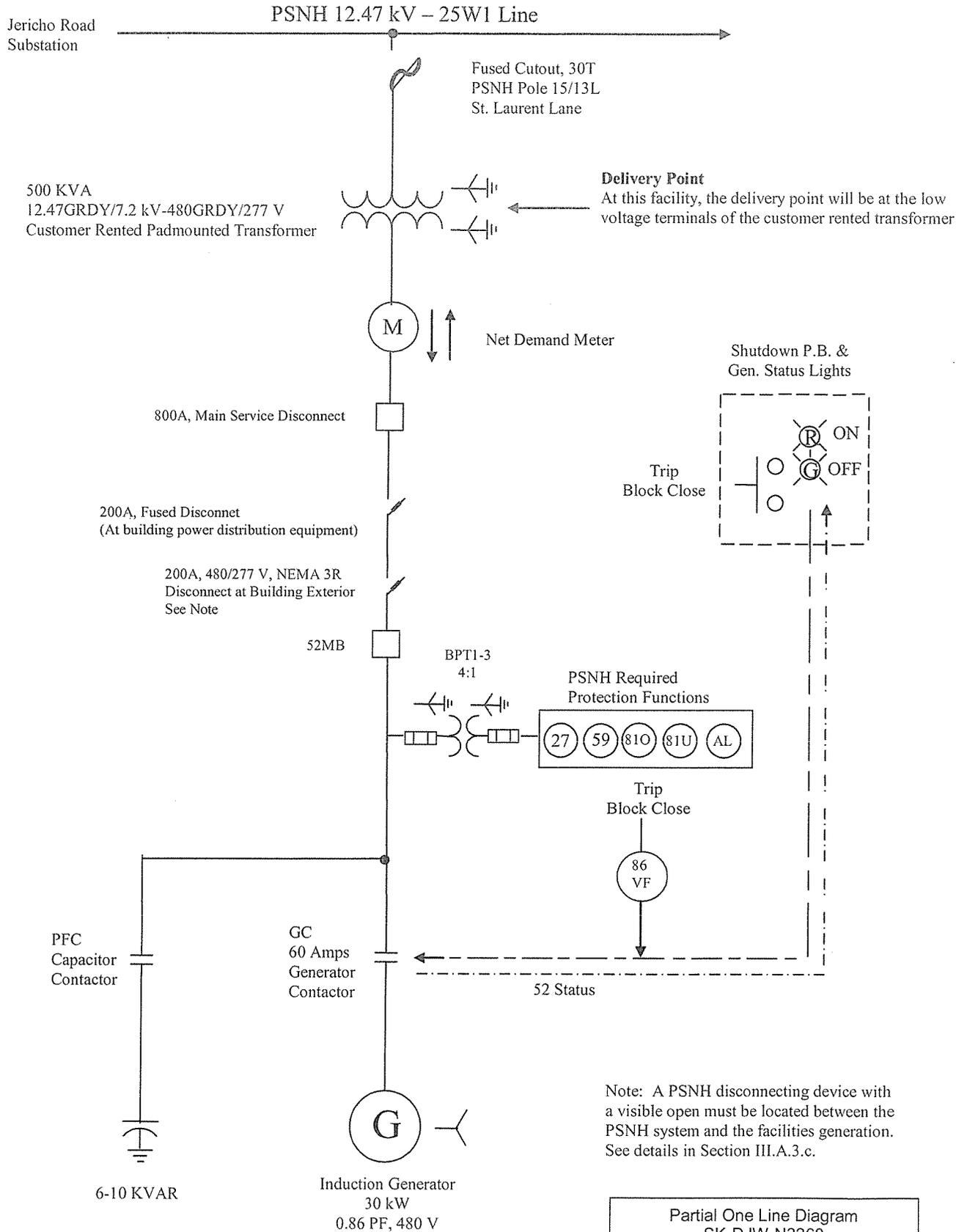
For the purpose of establishing ownership, operation and maintenance responsibilities, the location of facility energy delivery to PSNH (the "Delivery Point") must be defined. At this facility, the delivery point will be at the low voltage terminals of the PSNH owned (customer rented), 500 KVA, 12470GRDY/7200 - 480Y/277 volt supply transformer.

B. Description of Responsibilities

PSNH will own and maintain all equipment up to the delivery point. The customer or its affiliates or contractors will own and maintain all equipment from the delivery point into and throughout the facility.

VII. Drawing

A. Partial One-Line Diagram SK-DJW-N3260 is attached.



Partial One Line Diagram
SK-DJW-N3260
02/06/2015



Revolution Energy Aggregation, LLC
208 Market Street, Suite 30
Portsmouth, NH 03801

February 4, 2016

New Hampshire Public Utilities Commission
21 South Fruit Street
Suite 10
Concord, NH 03301-2429
Tel: 603-271-2431
Fax: 603-271-3878
executive.director@puc.nh.gov

Re: Revolution Energy Aggregation (REA) Facilities

To Whom It May Concern,

Thank you for your consideration on this matter.

Revolution Energy Aggregation, LLC (REA) respectfully requests to add the below noted generating facility(s) to REA's aggregator serve of renewable energy facilities in New Hampshire. REA will provide the service of aggregating the Renewable Energy Credits (RECs) generated from the generating facility(s) for sale in the ISO- NE REC market. The Unit name for each facility is listed below. The NEPOOL GIS Account name for REA is: REAg ID - 15299.

Facility To Be Aggregated:

City of Berlin Water Works, Berlin, NH 03570 - NON70270

Please do not hesitate to contact us regarding any questions or concerns you may have with this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Behrmann', with a long horizontal flourish extending to the right.

Michael Behrmann
Revolution Energy Aggregation, LLC
