

**Brennan Punderson, PLLC**

ATTORNEYS AT LAW

Kevin T. Brennan, Esq.  
Ebenezer Punderson, Esq.**Legal Assistants**  
Bonnie J. Brennan  
Claire Dykstra  
Matthew I. Iglar  
Kathleen C. Starr

VHPUC 29MAY21AM11:18

May 27, 2014

Ms. Debra A. Howland  
Executive Director and Secretary  
State of New Hampshire  
Public Utilities Commission  
21 S. Fruit St., Suite 10  
Concord, NH 03301-2429

Re: Gervais Family Farm, Inc. of Enosburg Falls, Vermont

Dear Ms. Howland:

I have enclosed for filing an original and three copies of an application for Renewable Energy Source Eligibility being filed on behalf of Gervais Family Farm, Inc. of Enosburg Falls, Vermont.

If you have any questions or comments with regard to the application you may contact either Clement Gervais at the contact information provided in the application, or you may contact me.

Very truly yours,

BRENNAN PUNDERSON, PLLC

By:

  
Ebenezer Punderson, Esq.EP/cd  
Enclosures

cc: Clement Gervais – letter only

**Reply to Middlebury Office**

Monkton P.O. Box 8, 1317 Davis Road, Monkton, Vermont 05469 Phone 802.453.8400 Fax 802.453.8411

Middlebury The Marbleworks, 99 Maple Street, Suite 10B, Middlebury, Vermont 05753 Phone 802.989.7342 Fax 802.989.7441



(2)

(City)

(State)

(Zip code)

9. Latitude: 44° 50' 08.55" N Longitude: 72° 46' 11.94" W

10. The name and telephone number of the facility's operator, if different from the owner: Same

(Name)

(Telephone number)

11. The ISO-New England asset identification number, if applicable: NON32784 or N/A:

12. The GIS facility code, if applicable: \_\_\_\_\_ or N/A:

13. A description of the facility, including fuel type, gross nameplate generation capacity, the initial commercial operation date, and the date it began operation, if different. *See attached*

14. If Class I certification is sought for a generation facility that uses biomass, the applicant shall submit:
- (a) quarterly average NOx emission rates over the past rolling year,
  - (b) the most recent average particulate matter emission rates as required by the New Hampshire Department of Environmental Services (NHDES),
  - (c) a description of the pollution control equipment or proposed practices for compliance with such requirements,
  - (d) proof that a copy of the completed application has been filed with the NHDES, and
  - (e) conduct a stack test to verify compliance with the emission standard for particulate matter no later than 12 months prior to the end of the subject calendar quarter except as provided for in RSA 362-F:12, II.
  - (f)  N/A: Class I certification is NOT being sought for a generation facility that uses biomass.

15. If Class I certification is sought for the incremental new production of electricity by a generation facility that uses biomass, methane or hydroelectric technologies to produce energy, the applicant shall:
- (a) demonstrate that it has made capital investments after January 1, 2006 with the successful purpose of improving the efficiency or increasing the output of renewable energy from the facility, and
  - (b) supply the historical generation baseline as defined in RSA 362-F:2, X.
  - (c)  N/A: Class I certification is NOT being sought for the incremental new production of electricity by a generation facility that uses biomass, methane or hydroelectric technologies.

16. If Class I certification is sought for repowered Class III or Class IV sources, the applicant shall:
- (a) demonstrate that it has made new capital investments for the purpose of restoring unusable generation capacity or adding to the existing capacity, in light of the NHDES environmental permitting requirements or otherwise, and

- (b) provide documentation that eighty percent of its tax basis in the resulting plant and equipment of the eligible generation capacity, including the NHDES permitting requirements for new plants, but exclusive of any tax basis in real property and intangible assets, is derived from the new capital investments.
- (c)  N/A: Class I certification is NOT being sought for repowered Class III or Class IV sources.
17. If Class I certification is sought for formerly nonrenewable energy electric generation facilities, the applicant shall:
- (a) demonstrate that it has made new capital investments for the purpose of repowering with eligible biomass technologies or methane gas and complies with the certification requirements of Puc 2505.04, if using biomass fuels, and
- (b) provide documentation that eighty percent of its tax basis in the resulting generation unit, including NHDES permitting requirements for new plants, but exclusive of any tax basis in real property and intangible assets, is derived from the new capital investments.
- (c)  N/A: Class I certification is NOT being sought for formerly nonrenewable energy electric generation facilities.
18. If Class IV certification is sought for an existing small hydroelectric facility, the applicant shall submit proof that:
- (a) it has installed upstream and downstream diadromous fish passages that have been required and approved under the terms of its license or exemption from the Federal Energy Regulatory Commission, and
- (b) when required, has documented applicable state water quality certification pursuant to section 401 of the Clean Water Act for hydroelectric projects.
- (c)  N/A: Class IV certification is NOT being sought for existing small hydroelectric facilities.
19. If the source is located in a control area adjacent to the New England control area, the applicant shall submit proof that the energy is delivered within the New England control area and such delivery is verified using the documentation required in Puc 2504.01(a)(2) a. to e. *n/a*
20. All other necessary regulatory approvals, including any reviews, approvals or permits required by the NHDES or the environmental protection agency in the facility's state. *See attached.*
21. Proof that the applicant either has an approved interconnection study on file with the commission, is a party to a currently effective interconnection agreement, or is otherwise not required to undertake an interconnection study. *See attached*
22. A description of how the generation facility is connected to the regional power pool of the local electric distribution utility. *See attached.*
23. A statement as to whether the facility has been certified under another non-federal jurisdiction's renewable portfolio standard and proof thereof. *See attached.*
24. A statement as to whether the facility's output has been verified by ISO-New England. *See attached.*

25. A description of how the facility's output is reported to the GIS if not verified by ISO-New England.

*See attached.*

26. An affidavit by the owner attesting to the accuracy of the contents of the application.

*See attached*

27. Such other information as the applicant wishes to provide to assist in classification of the generating facility.

28. This application and all future correspondence should be sent to:

Ms. Debra A. Howland  
Executive Director and Secretary  
State of New Hampshire  
Public Utilities Commission  
21 S. Fruit St, Suite 10  
Concord, NH 03301-2429

29. Preparer's information:

Name: Ebenezer Punderson, Esq.

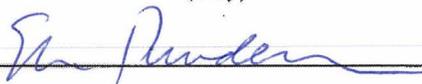
Title: Attorney

Address: (1) Brennan Punderson, LLC

(2) \_\_\_\_\_

(3) 99 Maple St, Suite 10B

Middlebury VT 05753  
(City) (State) (Zip code)

30. Preparer's signature: 

AFFIDAVIT

Gervais Family Farm, Inc.

To: State of New Hampshire  
Public Utilities Commission

I, Clement Gervais, duly authorized agent of Gervais Family Farm, Inc., hereby certify that the information given in this application is true, accurate and complete to the best of my knowledge.

Dated: May 20, 2014

Clement Gervais  
Clement Gervais

13. A description of the facility, including fuel type, gross nameplate generation capacity, the initial commercial operation date, and the date it began operation, if different:

*Applicant operates a farm-methane electrical generating facility which uses methane gas derived from processed cow manure and other off-farm feedstock to fuel a biogas generator. The manure is processed in an on-site methane digester, and the methane gas is piped directly to the generator. The gross nameplate generation capacity is 400 kilowatts. The initial commercial operation date is February 10, 2010.*

20. All other necessary regulatory approvals, including any reviews, approvals or permits required by the NHDES or the environmental protection agency in the facility's state:

*A State of Vermont, Public Service Board Certificate of Public Good ("CPG") was issued pursuant to 30 V.S.A. Section 248 on June 29, 2007, approving the facility in its original configuration. An amendment to the CPG was issued on November 16, 2011 approving the addition of a second, 200 kw genset. A second amendment was issued on May 14, 2013 approving the use of off-farm substrate in the digester. A copy of the Amended CPG and Second Amendment are attached hereto. The Air Pollution Control Division of the Vermont Agency of Natural Resources issued a letter dated May 4, 2007 determining that an air-pollution control permit is not required, provided certain conditions are met. A second letter was issued on June 28, 2011 with regard to the second genset. Applicant is in compliance with said conditions.*

21. Proof that the applicant either has an approved interconnection study on file with the commission, is a party to a currently effective interconnection agreement, or is otherwise not required to undertake an interconnection study.

*A copy of Applicant's Interconnection Agreement with Village of Enosburg Falls Water and Light Department is attached hereto.*

22. A description of how the generation facility is connected to the regional power pool of the local electrical distribution utility:

*Applicant's facility is interconnected with the Village of Enosburg Falls Water and Light Department's transmission and distribution system at the West Enosburg circuit in Bakersfield, Vermont.*

23. A statement as to whether the facility has been certified under another non-federal jurisdiction's renewable portfolio standard and proof thereof:

*The facility has been approved by the State of Connecticut Public Utilities Regulatory Authority as a Class I renewable energy source by decision dated September 29, 2010 in Docket No. 10-03-06. A copy of the decision is attached hereto.*

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

*The facility's output is not verified by ISO-New England.*

25. A description of how the facility's output is reported to the GIS if not verified by ISA-New England:

*Applicant's output is verified and reported by a third-party meter reader, Vermont Electric Power Company, Inc. The generation facility is not a customer-sited source because its electrical output does not displace any consumption of the end-use customer.*

26. An affidavit by the owner attesting to the accuracy of the contents of the application:

*See attached Affidavit of Clement Gervais.*

STATE OF VERMONT  
PUBLIC SERVICE BOARD

Docket No. 7312

Petition of the Gervais Family Farm, Inc. for a Certificate of )  
Public Good pursuant to 30 V.S.A. § 248(j) authorizing the )  
installation and operation of a Methane Generator Facility in )  
Bakersfield, Vermont and to Interconnect with the Village of )  
Enosburg Water & Light Department )

Entered: 11/16/2011

**AMENDED CERTIFICATE OF PUBLIC GOOD ISSUED**  
**PURSUANT TO 30 V.S.A. SECTION 248**

IT IS HEREBY CERTIFIED that the Public Service Board ("Board") of the State of Vermont this day found and adjudged that the proposed construction of a methane-fueled electric generating facility by Gervais Family Farm, Inc. ("Petitioner") at the Gervais Family Farm in Bakersfield, Vermont, including the addition of a second 200 kW methane-fueled engine-generator set, in accordance with the evidence and plans presented in this proceeding, will promote the general good of the State of Vermont, subject to the following conditions:

1. Construction shall be in accordance with the plans and specifications submitted in this proceeding. Any material deviation from these plans or specifications must be approved by the Board.
2. Petitioner shall be responsible for, and pay for, the implementation of all studies, interconnection equipment, and system upgrades identified in the System Impact Studies filed on April 2, 2007, and August 22, 2011.
3. The Gervais Family Farm shall not utilize manure from other farms as fuel for the generation system, absent approval from the Board.
4. Petitioner shall comply with the conditions required by the Agency of Natural Resources Air Pollution Control Division.
5. This Amended Certificate of Public Good shall not be transferred without prior approval of the Board.

Dated at Montpelier, Vermont, this 16<sup>th</sup> day of November, 2011.

s/James Volz )

)

PUBLIC SERVICE

)

s/David C. Coen )

)

BOARD

)

OF VERMONT

s/John D. Burke )

OFFICE OF THE CLERK

FILED: November 16, 2011

ATTEST: s/Susan M. Hudson  
Clerk of the Board

*NOTICE TO READERS: This decision is subject to revision of technical errors. Readers are requested to notify the Clerk of the Board (by e-mail, telephone, or in writing) of any apparent errors, in order that any necessary corrections may be made. (E-mail address: psb.clerk@state.vt.us)*

STATE OF VERMONT  
PUBLIC SERVICE BOARD

Docket No. 7312

Petition of the Gervais Family Farm, Inc. for a second )  
Amended Certificate of Public Good pursuant to 30 V.S.A. )  
§ 248(j) authorizing the installation and operation of a )  
Methane Generator Facility in Bakersfield, Vermont and to )  
Interconnect with the Village of Enosburg Water & )  
Light Department )

Entered: 5/14/2013

**SECOND AMENDED CERTIFICATE OF PUBLIC GOOD**  
**ISSUED PURSUANT TO 30 V.S.A. § 248**

IT IS HEREBY CERTIFIED that the Public Service Board ("Board") of the State of Vermont this day found and adjudged that an amendment to the Certificate of Public Good entered in this Docket on September 18, 2009, and amended on November 16, 2011, authorizing the installation and operation of a farm-based methane-fueled electrical generating facility at the Gervais Family Farm in Bakersfield, Vermont, by the Gervais Family Farm, Inc., will promote the general good of the State of Vermont, subject to the following conditions:

1. Construction, operation, and maintenance of the project shall be in accordance with the plans and evidence as submitted in these proceedings. Any substantial change or material deviation from these plans must be approved by the Board. Failure to obtain advance approval from the Board for a substantial change or material deviation from the approved plans may result in the assessment of a penalty pursuant to 30 V.S.A. §§ 30 and 247.
2. Gervais Family Farm shall be responsible for, and pay for, the implementation of all studies, interconnection equipment, and system upgrades identified in the System Impact Studies filed on April 2, 2007, and August 22, 2011.
3. The Gervais Family Farm shall comply with the conditions required by the Agency of Natural Resources Air Pollution Control Division.

4. Tractor trailer deliveries to the Gervais Family Farm shall include no more than fourteen truckloads per week of in-state, off-farm substrate for use in the farm digester.

5. The Gervais Family Farm shall not use off-farm substrate from out-of-state sources as fuel for the generation system, absent approval from the Board.

6. The Gervais Family Farm shall: (a) ensure that at all times, the amount of on-farm feedstock exceeds the off-farm feedstock used in the digester; (b) ensure that at least fifty-one percent of feedstock shall be derived from on-farm, agricultural operations; (c) keep accurate records of the quantity of each type of feedstock utilized in the farm digester and report these quantities to the Board annually.

7. Gervais Family Farm shall obtain all necessary permits and approvals. Construction, operation, and maintenance of the project shall be in accordance with such permits and approvals, and with all other applicable regulations, including those of the Agency of Natural Resources and the Agency of Agriculture, Farm and Markets.

This Certificate of Public Good shall not be transferred without prior approval of the Board.

Dated at Montpelier, Vermont, this 14<sup>th</sup> day of May, 2013.

s/James Volz )

) PUBLIC SERVICE

s/David C. Coen )

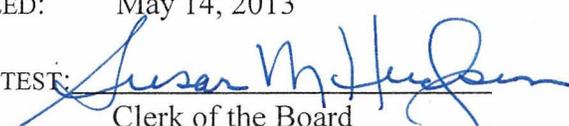
) BOARD

s/John D. Burke )

) OF VERMONT

A TRUE COPY  
OFFICE OF THE CLERK

FILED: May 14, 2013

ATTEST:   
Clerk of the Board

*NOTICE TO READERS: This decision is subject to revision of technical errors. Readers are requested to notify the Clerk of the Board (by e-mail, telephone, or in writing) of any apparent errors, in order that any necessary corrections may be made. (E-mail address: psb.clerk@state.vt.us)*



State of Vermont  
Department of Environmental Conservation

AGENCY OF NATURAL RESOURCES

Air Pollution Control Division  
103 South Main Street, 3 South  
Waterbury, VT 05671-0402

Tel: 802-241-3851  
Fax: 802-241-2590

May 4, 2007

Ms. Anne Doe  
Gervais Family Farm, Inc.  
6001 Boston Post Road  
Enosburgh Falls, Vermont 05450

Subject: Biogas-to-Energy Project – Air Permit not Required

Dear Ms. Doe:

The Vermont Agency of Natural Resources, Air Pollution Control Division ("Agency") received a letter from Gervais Family Farm, Inc. on March 5, 2007 that provided documentation for the proposed 250 kW biogas-to-energy project to be located at the Gervais Family Farm at 6001 Boston Post Road in Enosburgh Falls. This letter included the specifications for the proposed Gauscor SFGLD 180 internal combustion engine and back-up flare. The Agency has determined that the proposed engine, back-up flare and exhaust stack configuration meet the Agency's requirements and consequently, an Air Pollution Control Permit is not required for the Facility. This determination is based on the information submitted and provided the following conditions are met:

- (1) The Gervais Family Farm shall only use the Gauscor SFGLD 180 engine without prior approval of the Agency and the engine shall be maintained in good working order at all times and operated and maintained in accordance with the manufacturer's operation and maintenance recommendations.
- (2) The Gervais Family Farm shall design and operate the biogas-to-energy Facility in such a manner that any biogas which is not combusted in the engine is routed to a flare that is designed and operated in accordance with 40 *CFR* Part 60, Subpart A, §60.18. The flare shall also be equipped with a properly sized windscreen to prevent blowout of the flame. All elements of the flare system shall be maintained in good working order at all times and operated and maintained in accordance with the manufacturer's operation and maintenance recommendations.



- (3) The flare shall be equipped and operated with an automatic ignition system, such as a solar powered spark system or a continuous pilot light, to ensure immediate and continuous combustion of any biogas that is routed to it. .
- (4) The Gervais Family Farm shall register its air emissions with the Agency annually in accordance with Subchapter VIII of the Air Pollution Control Regulations. Annual registration is required for all facilities that emit more than five tons of emissions annually. Your facility is estimated to exceed five tons if the engine is operated for more than 4000 hours per year.

Should Gervais Family Farm alter the proposed biogas-to-energy project in any way from that presented to the Agency, such as by combusting an alternate fuel, altering the proposed engine or flare, or increasing the system capacity, Gervais Family Farm shall notify the Agency prior to making such changes so that a new determination for the need for an Air Permit can be made. If you have any questions, feel free to contact me at any time.

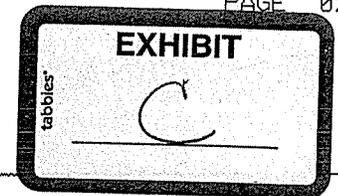
Sincerely,



Richard A. Valentinetti, Director  
Air Pollution Control Division  
([dick.valentinetti@state.vt.us](mailto:dick.valentinetti@state.vt.us))



State of Vermont  
Department of Environmental Conservation



Agency of Natural Resources

Air Pollution Control Division  
103 South Main Street, 3 South  
Waterbury, VT 05671-0402

Tel: 802-241-3851  
Fax: 802-241-2590

June 28, 2011

Gervais Family Farm, Inc.  
Clement Gervais  
6001 Boston Post Road  
Enosburg Falls, Vermont 05450

Subject: Biogas-to-Energy Project – Air Permit not Required

Mr. Gervais:

The Vermont Agency of Natural Resources, Air Pollution Control Division ("Agency") received a letter from Gervais Family Farm, Inc. located on Boston Post Road in the town of Enosburg Falls, Vermont. The letter requests approval for the installation and operation of a second Gauscor, spark-ignition, model SFGLD-180 generator rated at 200 kilowatts. The Agency requested documentation to ensure adequate stack height, presence of a back-up flare and clean combustion technology. On June 1, 2011 the requested documentation was received from Gervais Family Farm, Inc. The Agency has determined that the proposed engine, back-up flare and exhaust stack configuration meet the Agency's requirements and consequently, an Air Pollution Control Permit is not required for the Facility at this time. This determination is based on the information submitted and provided the following conditions are met:

- (1) Gervais Family Farm, Inc. shall only install and operate a Gauscor, spark-ignition, model SFGLD-180 generator rated at 200 kilowatts. Gervais Family Farm, Inc. shall not install an alternative engine without prior written approval from the Agency. The engine shall be maintained in good working order at all times and operated and maintained in accordance with the manufacturer's operation and maintenance recommendations.
- (2) Gervais Family Farm, Inc. shall design and operate the biogas-to-energy Facility in such a manner that any biogas which is not combusted in the engine is routed to a flare that is designed and operated in accordance with 40 CFR Part 60, Subpart A, §60.18. The flare shall also be equipped with a properly sized windscreen to prevent blowout of the flame. All elements of the flare system shall be maintained in good working order at all times and operated and maintained in accordance with the manufacturer's operation and maintenance recommendations.

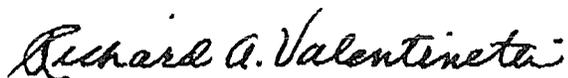


Gervais Family Farm, Inc. Page 2 of 2

- (3) The flare shall be equipped and operated with an automatic ignition system, such as a spark ignition system or a continuous pilot light, to ensure immediate and continuous combustion of any biogas that is routed to it. Spark igniters may be powered by the grid or an acceptable alternative power source.
- (4) Gervais Family Farm, Inc. shall register its air emissions with the Agency annually in accordance with Subchapter VIII of the *Vermont Air Pollution Control Regulations*. Annual registration is required for all facilities that emit more than five (5) tons of emissions annually. Your facility is estimated to exceed five (5) tons if the two engines, combined, are operated for more than 4,000 hours per year.

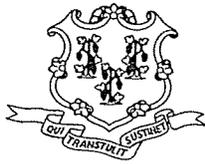
Should Gervais Family Farm, Inc. alter the proposed biogas-to-energy project in any way from that presented to the Agency, such as by combusting an alternate fuel, altering the proposed engine or flare, or increasing the system capacity, Gervais Family Farm, Inc. shall notify the Agency prior to making such changes so that a new determination for the need for an Air Permit can be made. If you have any questions, feel free to contact me at any time.

Sincerely,



Richard Valentinetti, Director  
Air Pollution Control Division  
([Dick.Valentinetti@state.vt.us](mailto:Dick.Valentinetti@state.vt.us))

RAV/JH:jh  
A1: Enosburg Falls



# STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC UTILITY CONTROL  
TEN FRANKLIN SQUARE  
NEW BRITAIN, CT 06051

DOCKET NO. 10-03-06 APPLICATION OF GERVAIS FOR QUALIFICATION OF  
GERVAIS FAMILY FARM, INC. AS A CLASS I  
RENEWABLE ENERGY SOURCE

September 29, 2010

By the following Commissioners:

Anna M. Ficeto  
John W. Betkoski, III  
Anthony J. Palermino

## DECISION

### I. INTRODUCTION

#### A. SUMMARY

In this Decision, the Department of Public Utility Control determines that the Gervais Farm facility qualifies as a Class I renewable energy source as a methane gas from landfill facility beginning September 1, 2010 and assigns it Connecticut Renewable Portfolio Standard (RPS) Registration Number CT100306.

#### B. BACKGROUND OF THE PROCEEDING

By application dated March 15, 2010 (Application), Gervais Family Farm, Inc. (GFF, Inc. or Applicant) requested that the Department of Public Utility Control

(Department) determine that Gervais Family Farm (GFF) qualifies as a Class I renewable energy source as an agricultural methane facility.

#### C. CONDUCT OF THE PROCEEDING

There is no statutory requirement for a hearing, no person requested a hearing, and none was held.

#### D. PARTICIPANTS IN THE PROCEEDING

The Department recognized GFF, Inc., 6001 Boston Post Road, Enosburg Falls, VT 05450; and the Office of Consumer Counsel, Ten Franklin Square, New Britain, Connecticut 06051, as participants in this proceeding.

### II. DEPARTMENT ANALYSIS

Pursuant to the General Statutes of Connecticut (Conn. Gen. Stat.) §16-1(a) (26), "Class I renewable energy source" is defined as:

(A) energy derived from solar power, wind power, a fuel cell, methane gas from landfills, ocean thermal power, wave or tidal power, low emission advanced renewable energy conversion technologies, a run-of-the-river hydropower facility provided such facility has a generating capacity of not more than five megawatts, does not cause an appreciable change in the river flow, and began operation after July 1, 2003, or a sustainable biomass facility with an average emission rate of equal to or less than .075 pounds of nitrogen oxides per million BTU of heat input for the previous calendar quarter, except that energy derived from a sustainable biomass facility with a capacity of less than five hundred kilowatts that began construction before July 1, 2003, may be considered a Class I renewable energy source, or (B) any electrical generation, including distributed generation, generated from a Class I renewable energy source;

As provided in the application, the GFF facility generates electricity by using methane gas produced by farm animals located at 6001 Boston Post Road, Enosburg Falls, VT. GFF is currently owned by GFF, Inc. and began commercial operation on February 10, 2010. It has a nameplate capacity of 200 kW. Application, pp.1 and 2.

By Decision dated April 2, 2008 in Docket No. 07-06-22, Petition of Cushman Farms for a Declaratory Ruling For Qualification as a Class I Renewable Energy Source, the Department held that a dairy farm that makes use of manure and organic waste to produce methane gas utilizes the same process to produce energy using methane gas as is utilized by a landfill. Since the GFF agricultural methane facility similarly uses methane gas produced from farm animals to generate electricity, the Department finds that GFF qualifies as a Class I renewable energy source for energy derived from landfill methane gas.

Based on the foregoing, the Department determines that GFF qualifies as a Class I renewable energy facility.

### **III. FINDINGS OF FACT**

1. GFF facility utilizes methane gas produced from farm animals to generate electricity
2. GFF is located in Enosburg Falls, VT.
3. GFF is currently owned by GFF, Inc.
4. GFF began commercial operation on February 10, 2010.
5. GFF has a rated capacity of 200 kilowatts.

### **IV. CONCLUSION AND ORDERS**

#### **A. CONCLUSION**

Based on the evidence submitted, the Department finds that GFF qualifies as a Class I renewable energy source pursuant to Conn. Gen. Stat. § 16-1(a)(26) beginning September 1, 2010.

The Department assigns each renewable generation source a unique Connecticut Renewable Portfolio Standard (RPS) registration number. GFF's Connecticut RPS registration number is CT100306.

The Department's determination in this docket is based on the information submitted by GFF, Inc. The Department may reverse its ruling or revoke the Applicant's registration if any material information provided by the Applicant proves to be false or misleading. The Department reminds GFF, Inc. that it is obligated to notify the Department within 10 days of any changes to any of the information it has provided to the Department.

**B. ORDERS**

For the following Orders, submit one original of the required documentation to the Executive Secretary, 10 Franklin Square, New Britain, CT 06051, and file an electronic version through the Department's website at [www.ct.gov/dpuc](http://www.ct.gov/dpuc). Submissions filed in compliance with Department Orders must be identified by all three of the following: Docket Number, Title and Order Number. Compliance with orders shall commence and continue as indicated or until the Applicant requests, and the Department approves, that compliance is no longer required after a certain date.

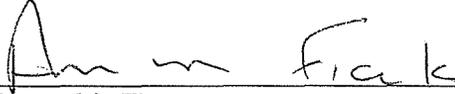
1. GFF, Inc. shall file, by the date indicated in the table below, the Quarterly Generation Report from the NEPOOL GIS System that shows the number of RECs created by the GIS Administrator based on the Class 1 activities of GFF on the Creation Date (as defined in Section 2.1(b) of the NEPOOL GIS Operating Rules, as amended from time to time) for said quarter. The first report is due by February 15, 2011:

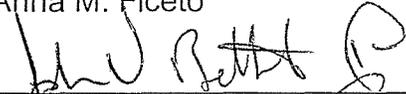
<u>Class I Activity During Quarter</u>	<u>GIS REC Creation Date</u>	<u>Report Due Date</u>
1 (Jan 01-Mar 31)	July 15	August 15
2 (Apr 01- Jun 30)	Oct. 15	November 15
3 (Jul 01-Sep 30)	Jan. 15	February 15
4 (Oct 01-Dec 31)	April 15	May 15

2. GFF, Inc. shall provide to the Department its New England Generation Information System Identification Number as soon as it becomes available.

DOCKET NO. 10-03-06 APPLICATION OF GERVAIS FOR QUALIFICATION OF  
GERVAIS FAMILY FARM, INC. AS A CLASS I  
RENEWABLE ENERGY SOURCE

This Decision is adopted by the following Commissioners:

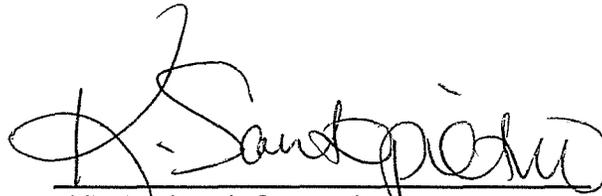
  
\_\_\_\_\_  
Anna M. Ficeto

  
\_\_\_\_\_  
John W. Betkoski, III

  
\_\_\_\_\_  
Anthony J. Palermino

CERTIFICATE OF SERVICE

The foregoing is a true and correct copy of the Decision issued by the Department of Public Utility Control, State of Connecticut, and was forwarded by Certified Mail to all parties of record in this proceeding on the date indicated.



\_\_\_\_\_  
Kimberley J. Santopietro  
Executive Secretary  
Department of Public Utility Control

OCT - 1 2010

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Date

**REVISED GENERATION INTERCONNECTION AGREEMENT**

BETWEEN

**VILLAGE OF ENOSBURG FALLS WATER & LIGHT DEPARTMENT**

AND

**GERVAIS FAMILY FARM, INC.**

FOR THE

**GERVAIS FAMILY FARM, INC.**

**RENEWABLE ELECTRIC GENERATING PROJECT**

The purpose of this Agreement is to allow the operation of electric generation facilities interconnected with and operated in parallel with Village of Enosburg Falls Water & Light Department's electrical system.

Effective Date: May 1, 2012.

VILLAGE OF ENOSBURG FALLS WATER & LIGHT DEPARTMENT  
 GENERATION INTERCONNECTION AGREEMENT  
 GERVAIS FAMILY FARM, INC. RENEWABLE ELECTRIC GENERATING PROJECT

This AGREEMENT (“Agreement”) made as of \_\_\_\_\_, \_\_\_\_ (“Effective Date”), by and between VILLAGE OF ENOSBURG FALLS WATER & LIGHT DEPARTMENT (“ENOSBURG FALLS”), Enosburg Falls, Vermont, a municipal electric utility, and GERVAIS FAMILY FARM, INC., (“Non-Utility Generator” or “NUG”), a Vermont corporation (individually a “Party” and together the “Parties”).

WITNESSETH:

WHEREAS, the NUG proposes to own and operate an approximately 400 kW electric generating facility that utilizes the anaerobic digestion of agricultural products, byproducts or wastes to produce electricity (the “Farm-Generation Facility” or “Facility”) located on GERVAIS FAMILY FARM in the Town of Bakersfield, Vermont, for the purpose of generating electric power; and

WHEREAS, under the terms contained in this Agreement the NUG desires to operate the Farm-Generation Facility interconnected with and in parallel with ENOSBURG FALLS’ electric system;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Parties hereto agree that the following terms and conditions shall govern the operation and maintenance of the interconnection of the NUG's Farm-Generation Facility with ENOSBURG FALLS’ electric system.

1. DEFINITIONS

For the purposes of this Agreement, these terms shall have the following meanings:

- a. Interconnection Point shall be the point where ENOSBURG FALLS’ transmission or distribution system connects with the NUG's facility, specifically the West Enosburg circuit in Bakersfield, Vermont, to allow the NUG's generation equipment to operate interconnected with and in parallel with ENOSBURG FALLS’ electric system.
- b. Prudent Engineering and Operating Practices shall mean the practices, methods and acts (including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry) that at a particular time, in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law or regulation including, but not limited to the National Electric Safety Code, the National Electric Code and other applicable codes, reliability, safety, environmental protection, economy and expedition. With respect to the Facility, Prudent Engineering and Operating Practices include but are not limited to taking reasonable steps to ensure that:

- (1) Preventative, routine and non-routine maintenance and repairs are performed on a basis that ensures reliable long-term and safe operation, and are performed by knowledgeable, trained and experienced personnel utilizing proper equipment and tools.
- (2) Equipment is not operated in a reckless manner, or in a manner unsafe to the public or the environment.

2. DESCRIPTION OF THE FACILITY AND THE SITE

The Facility shall have the characteristics as described in Section 5, "Generation and Interconnection Facilities," and Attachment B, "Generator Operator Protocol."

3. GOVERNMENTAL AND OR ELECTRIC ACTIONS

NUG and ENOSBURG FALLS shall at all times comply with all valid and applicable laws, rules, regulations, orders and other actions of any federal, state, or local authority or the New England Power Pool, ISO New England, the North American Electric Reliability Corporation, or any successors in interest to any of those entities.

4. TERM; SCOPE AND LIMITATIONS OF AGREEMENT

- 4.1 This Agreement shall become effective upon execution and satisfaction of the conditions precedent set forth herein, and shall continue in full force and effect for as long as the generator owned by the NUG is connected to the distribution facilities of ENOSBURG FALLS.
- 4.2 This Agreement governs the terms and conditions under which the Facility will interconnect to, and operate in parallel with, ENOSBURG FALLS' electric system.
- 4.3 This Agreement does not constitute an agreement to purchase or transmit NUG's power.
- 4.4 Nothing in this Agreement is intended to affect any other agreement between ENOSBURG FALLS and NUG. However, in the event that the provisions of this Agreement are in conflict with the provisions of any existing or future ENOSBURG FALLS tariff, the ENOSBURG FALLS tariff shall control.
- 4.5 Responsibilities of the Parties
  - a. The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations, and operating requirements.
  - b. NUG shall arrange for the construction, interconnection, operation and maintenance of the Facility in accordance with the applicable manufacturer's recommended maintenance schedule and Prudent Engineering and Operating Practices, in accordance with this Agreement.

- c. ENOSBURG FALLS shall construct, own, operate, and maintain its electric system and its facilities for interconnection (“Interconnection Facilities”) in accordance with this Agreement.
- d. NUG agrees to arrange for the construction of the Facility or systems in accordance with applicable specifications that meet or exceed the National Electrical Code, the American National Standards Institute, IEEE, Underwriters Laboratories, and any operating requirements.
- e. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Exhibits to this Agreement and shall do so in accordance with Prudent Engineering and Operating Practices.
- f. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the interconnection.

#### 4.6 Termination

No termination shall become effective until the Parties have complied with all applicable laws and regulations applicable to such termination.

- a. NUG may terminate this Agreement at any time by giving the Interconnecting Utility thirty (30) calendar days’ written notice.
- b. Either Party may terminate this Agreement pursuant to Article 4.7(c).
- c. Upon termination of this Agreement, the Facility will be disconnected from the electric system. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.
- d. The provisions of this Article shall survive termination or expiration of this Agreement.

#### 4.7 Default

- a. Default exists where a Party has materially breached any provision of this Agreement, except that no default shall exist where a failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party.
- b. Upon a default, the non-defaulting Party shall give written notice of such default to the defaulting Party. The defaulting Party shall have sixty (60) calendar days from receipt of the default notice within which to cure such default; provided however, if such default is not capable of cure within sixty (60) calendar days, the defaulting Party shall commence efforts to

cure within twenty (20) calendar days after notice and continuously and diligently pursue such cure within six months from receipt of the default notice; and, if cured within such time, the default specified in such notice shall cease to exist.

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

5. GENERATION AND INTERCONNECTION FACILITIES

Under this Agreement, specific requirements for the interconnection of the Facility to ENOSBURG FALLS electric system are identified below in Sections 5(h) and 5(i). The NUG is responsible for the design of these interconnection facilities and ENOSBURG FALLS has the right to approve the design of the interconnection facilities. ENOSBURG FALLS shall own and have control over all equipment on the ENOSBURG FALLS side of the interconnection. Should a dispute concerning the design of the interconnection facilities arise, either Party may initiate action pursuant to Section 14, "Dispute Resolution." These requirements are solely for the protection of ENOSBURG FALLS facilities. ENOSBURG FALLS takes no responsibility for the adequacy of the required interconnection equipment in protecting the Facility.

- a. The NUG shall be responsible for the costs of installing the generation and interconnection facilities described below in Sections 5(h) and 5(i). ENOSBURG FALLS shall be responsible for maintaining them in good working order, consistent with Prudent Engineering and Operating Practices, while these facilities are interconnected with ENOSBURG FALLS' electric system:

Generation equipment -

Generator	KVA	RPM	KW	Volts	Pf
1 Methane	230	1200	230	240	1.00
2 Methane	230	1200	230	240	1.00

and an electric line to connect said generation equipment through appropriate interconnection facilities to ENOSBURG FALLS 's electric system at the airbrake switch at the Generation Facility. NUG shall be responsible for reimbursing ENOSBURG FALLS for the maintenance of the equipment listed in Section 5(i).

- b. The NUG shall be responsible for the cost of installing transformation and associated facilities necessary to convert the output of the Facility to the voltage, frequency, and phase of ENOSBURG FALLS' electric system at the designated Interconnection Point. ENOSBURG FALLS shall be responsible for maintaining the equipment in good working order, consistent with Prudent Engineering and Operating Practices while these facilities are interconnected with ENOSBURG FALLS' electric system.
- c. The NUG shall be responsible for the cost of installing an approved, visible, lockable disconnect device adequate to provide safe working clearance for ENOSBURG FALLS personnel. In accordance with applicable standards, the disconnect device shall have restricted access by way of a lock to which ENOSBURG FALLS maintains the key. It shall be accessible to and available for control by ENOSBURG FALLS personnel at all times following notification of the NUG, except when such notification would tend to prolong a dangerous situation. When ENOSBURG FALLS has operated the disconnect device, the NUG SHALL NOT OPERATE the device. ENOSBURG FALLS is solely responsible for the operation of the disconnect device and reestablishment of the connection. Upon consent from ENOSBURG FALLS the disconnect device may be located where, when disconnected from Enosburg Falls, the NUG can continue to generate for the purposes of serving its own farming operations. ENOSBURG FALLS shall be responsible for maintaining the equipment in good working order, consistent with Prudent Engineering and Operating Practices while these facilities are interconnected with ENOSBURG FALLS' electric system.
- d. The NUG shall install, at its' cost, relaying and protective devices that will automatically and physically disconnect the NUG's generation equipment from ENOSBURG FALLS' electric system whenever required by a fault or abnormal frequency or voltage condition on the ENOSBURG FALLS' electric system. Such devices shall automatically reconnect the Facility to ENOSBURG FALLS' electric system by automatic synchronizing after such an occurrence upon restoration of normal status for not less than two (2) minutes.

The NUG owned and operated protective equipment shall include:

- Circuit Breaker (52)
- Over/Under Voltage Relays (27 / 59)
- Over/Under Frequency Relay (81 O/U)
- Unbalanced ENOSBURG FALLS System Fault Detection Relay (59N), instantaneous overcurrent (50), time overcurrent (51), auto-synchronism check (25C) and reverse power (32)
- and programming for automatic synchronizing

The NUG shall be responsible for maintaining the equipment in good working order, consistent with Prudent Engineering and Operating Practices while these facilities are interconnected with ENOSBURG FALLS' electric system.

- e. The NUG shall install, at its cost, such reactive power generating facilities as necessary so that the Facilities operate within the power factor requirements specified in Sections 5(b) and 6. The NUG shall be responsible for maintaining the equipment in good working order, consistent with Prudent Engineering and Operating Practices while these facilities are interconnected with ENOSBURG FALLS' electric system.
- f. Consistent with PSB Rule 5.508(E), the NUG shall be responsible for the cost of having metering equipment adequate to accurately measure and record capacity and energy delivered in a manner consistent with provisions for payment. ENOSBURG FALLS shall be responsible for maintaining the equipment in good working order, consistent with Prudent Engineering and Operating Practices while these facilities are interconnected with ENOSBURG FALLS' electric system. At the expense of the NUG, a communication circuit shall be installed and operated to allow the remote interrogation of the meter.
- g. At some point during the term of this agreement, ENOSBURG FALLS may determine it needs to install telemetry equipment. ENOSBURG FALLS and NUG agree to enter into good faith negotiations for the installation of such equipment.
- h. The NUG shall, consistent with Prudent Engineering and Operating Practices, maintain and keep in good working order the following equipment (as outlined in the Technical Drawings in Attachment A):
  - An automatic circuit recloser, capable of initiating a transfer trip signal, shall be installed on Route 108, south of Ovitt Road.
  - An automatic voltage regulator shall be installed on Route 108, south of Ovitt Road. This regulator shall be capable of reverse power or co-generation mode operation.
  - A switch with a visible opening and capable of being locked open shall be installed at the interconnection point.
  - A complete coordination study of the Sampsonville Circuit to assure coordination of the substation breaker, the Route 108 breaker and the circuit fuses.
- i. The NUG shall, consistent with Prudent Engineering and Operating Practices, maintain and keep in good working order the following equipment (as outlined in the Technical Drawings in Attachment A):
  - A transfer-trip system shall be installed between the Route 108 recloser and the generator breaker.
- j. The NUG is responsible to make any future enhancements to its facilities that may become necessary to operate the NUG's generation facility in a safe and prudent manner due to improvements and/or changes made to the ENOSBURG

FALLS' electric system. Failure to do so will result in disconnection of the NUG's generation facility from the ENOSBURG FALLS' system.

6. ELECTRIC CHARACTERISTICS

- a. The NUG shall generate electricity at its Facility in such a manner that it is compatible with ENOSBURG FALLS' electrical system at the interconnection point.
- b. The NUG shall produce power, from synchronous generators, at power factor levels between 0.98 leading and 0.98 lagging at the interconnection point, unless otherwise requested, in writing, from ENOSBURG FALLS.
- c. Should the NUG fail to meet the power factor levels required under this section of the Agreement, in addition to any other remedies that may be available, the NUG shall pay ENOSBURG FALLS a charge for excess reactive power delivered by ENOSBURG FALLS to the NUG. Excess reactive power shall be the positive value by which the maximum kvar shall exceed 50% of the maximum kW recorded during the same monthly billing period. The payment of such a reactive power charge shall be based on the tariff discussed in Section 11.

7. TESTING AND MAINTENANCE OF INTERCONNECTION FACILITIES

- a. Prior to the initial closing of the interconnection and at least every five years thereafter, the NUG shall have all interconnection equipment identified in Sections 5(c), (d) and (i) tested to verify that it meets the specifications and is functioning properly. The NUG shall notify ENOSBURG FALLS in writing of the results of the testing. ENOSBURG FALLS reserves the right to hire an independent consultant to confirm and verify the test results. The NUG shall reimburse ENOSBURG FALLS for the costs associated with the verification of the testing.
- b. ENOSBURG FALLS shall have the right, at all reasonable times and upon reasonable notice to the NUG, to inspect the NUG's generation and interconnection facilities, to conduct such operating tests as are necessary to ascertain that the generation, protection equipment, interconnection, and metering facilities function properly, to review any data collected from such facilities, and to independently monitor the energy delivered to the ENOSBURG FALLS electric system.
- c. Any inspection, operational testing, or witnessing of testing by ENOSBURG FALLS under the provisions of this Agreement shall not be construed as any warranty of safety, durability or reliability of the NUG's generation interconnection. ENOSBURG FALLS shall not, by reason of such inspection or failure to inspect, be responsible for the strength, safety, design, adequacy, or capacity of the NUG's interconnection equipment.
- d. The NUG shall be responsible for the maintenance of the interconnection facilities owned by it and for keeping the same in good working order while interconnected with the ENOSBURG FALLS system. Maintenance by the NUG shall include regularly scheduled testing of relaying and protective devices in a manner acceptable

to ENOSBURG FALLS as recommended by the manufacturer of such equipment and consistent with Prudent Engineering and Operating Practice. If required, the NUG shall be responsible for the cost for ENOSBURG FALLS to perform maintenance and testing on ENOSBURG FALLS owned protective devices necessary for interconnection of the NUG generation facility to the ENOSBURG FALLS electric system and for periodic testing of the metering equipment.

8. DISCONNECTION OF INTERCONNECTION FACILITIES

- a. **Emergency Conditions:** ENOSBURG FALLS shall have the right to immediately and temporarily disconnect the NUG's Facility without prior notification in cases where, in the reasonable judgment of ENOSBURG FALLS, continuance of such service to the Facility is imminently likely to: (1) endanger persons or damage property; or (2) cause a material adverse effect on the integrity or security of, or damage to, the ENOSBURG FALLS electric system or to the electric system of others to which the ENOSBURG FALLS electric system is directly or indirectly connected. A NUG representative shall notify ENOSBURG FALLS when the NUG becomes aware of an emergency condition that affects the Facility's generators that may reasonably be expected to affect the ENOSBURG FALLS electric system. 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. ENOSBURG FALLS shall notify the NUG within twenty-four (24) hours after the disconnection.
- b. **Routine Maintenance, Construction and Repair:** ENOSBURG FALLS shall have the right to disconnect the NUG's Facility from the ENOSBURG FALLS electric system when necessary for routine maintenance, construction and repairs on the ENOSBURG FALLS electric system. See the details found the **Generation Operation Protocol (Attachment B)** below regarding routine line maintenance and emergency line work disconnect procedures. If the NUG requests disconnection by ENOSBURG FALLS at the Recloser, the NUG will provide a minimum of five business (5) days notice to ENOSBURG FALLS. ENOSBURG FALLS shall make an effort to schedule such curtailment or temporary disconnection with the NUG.
- c. **Forced Outages:** During any forced outage, ENOSBURG FALLS shall have the right to suspend interconnection service to effect immediate repairs on the ENOSBURG FALLS electric system. ENOSBURG FALLS shall use reasonable efforts to provide the NUG with prior notice. Where circumstances do not permit such prior notice to the NUG, ENOSBURG FALLS may interrupt interconnection service and disconnect the NUG's Facility from the ENOSBURG FALLS electric system without such notice.
- d. **Non-Emergency Adverse Operating Effects:** ENOSBURG FALLS may disconnect the NUG's Facility if the Facility is having an adverse operating effect on the ENOSBURG FALLS electric system or other of ENOSBURG FALLS' customers. ENOSBURG FALLS may disconnect the NUG's Facility if the generator fails to correct such adverse operating effect after written notice has been

provided and a minimum of thirty (30) calendar days to correct such adverse operating effect has elapsed, unless such corrective action cannot reasonably be completed within thirty (30) days, and then the NUG shall have a reasonable amount of time to take such corrective action. ENOSBURG FALLS shall provide the disconnection no earlier than ten (10) days and no later than seven (7) days prior to the first date on which disconnection may occur.

- e. **Modification of the NUG's Generating Facility:** ENOSBURG FALLS has the right to immediately suspend interconnection service in cases where material modification to the Facility or interconnection facilities have been implemented without prior written authorization from the Interconnecting Utility.
- f. **Re-connection:** Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary. The NUG and ENOSBURG FALLS will cooperate with each other to restore the NUG's generators and the ENOSBURG FALLS electric system, 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.
- g. Consistent with Rule 5.509(E), the NUG may file a complaint with the Public Service Board at any time following disconnection to determine whether the Generation Facility should be reconnected to the ENOSBURG FALLS system.
- h. The NUG retains the option to disconnect temporarily from the ENOSBURG FALLS system at any time. Such temporary disconnection shall not be a termination of this Agreement unless the NUG exercises its termination rights under this Agreement.

## 9. INTERRUPTION OF INTERCONNECTION

ENOSBURG FALLS shall endeavor to make the interconnection under this Agreement as continuous and uninterrupted as it reasonably can. Electric service is subject to variations in its characteristics or interruptions to its continuity. Therefore, the characteristics of the electric service may be varied or such service to the NUG may be interrupted, curtailed, or suspended in the following described circumstances; and the obligations of ENOSBURG FALLS are subject to such variance, interruption, curtailment or suspension:

- a. When conditions in a part or parts of the interconnected transmission-generation system of which ENOSBURG FALLS facilities are a part make it appear necessary for the common good; or
- b. When such variance, interruption, curtailment or suspension is caused by war, flood, storm, drought, strike or other cause beyond the control of ENOSBURG FALLS, or by any cause except willful default on ENOSBURG FALLS' part.

10. COST REIMBURSEMENT

ENOSBURG FALLS shall make any necessary changes and improvements to its system to accommodate the interconnection of the Facility or any upgrade of the Facility. ENOSBURG FALLS shall be responsible for contracting, engineering, design and construction services to complete all of the necessary expansions or upgrades to its system. The NUG shall pay ENOSBURG FALLS for all reasonable costs incurred by ENOSBURG FALLS as a result of the integration of the Facility, any upgrades of the Facility, and the Facility's interconnection onto the ENOSBURG FALLS system. These costs may include, but are not limited to, the direct cost to upgrade its system and the cost to obtain any necessary regulatory approvals. The NUG shall not be responsible for any of the costs associated with any other upgrades that are not a result of the Facility but are performed concurrently. ENOSBURG FALLS will invoice the NUG for actual monthly expense that are result of the necessary upgrades. The NUG shall pay such invoices upon receipt. Invoices not paid within 30 days of the invoice date will accrue interest at 1% per month.

11. ELECTRIC SERVICE

Except as otherwise provided for herein, the NUG will receive and pay for electricity from the ENOSBURG FALLS system in accordance with all relevant terms and conditions in the ENOSBURG FALLS tariffs for electric service, as filed with the Vermont Public Service Board and as the same shall be modified from time to time.

ENOSBURG FALLS reserves the right to measure reactive power delivered to the NUG and shall bill for all excess reactive power delivered. At this time, ENOSBURG FALLS does not have a tariff for reactive power. It is recognized that ENOSBURG FALLS has the right to establish and publish such a tariff and NUG agrees to abide by such tariff, if applicable.

12. INDEMNIFICATION AND LIMITATION OF LIABILITY

- a. 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, special, consequential, or punitive damages, except as specifically authorized by this Agreement.
- b. Indemnity. This provision protects each Party from liability incurred to third Parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 12(a).
  - i. Each Party shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting

from the indemnifying Party's action or failure to meet its obligations under this Agreement on behalf of the indemnified Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

- ii. If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, the indemnifying Party shall, after reasonable notice from the indemnified Party, assume the defense of such claim. If the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, the indemnified Party may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- iii. If the indemnifying Party is obligated to indemnify and hold the indemnified Party harmless under this Article, the amount owing to the indemnified Party shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery.
- iv. Promptly after receipt of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified Party shall notify the indemnifying Party of such fact. Any failure or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

### 13. CONSEQUENTIAL DAMAGES

Neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profits.

### 14. FORCE MAJEURE

Any delay in or failure of performance by a Party under this Agreement (other than a failure to comply with a payment obligation) shall not be considered a breach of this Agreement if and to the extent caused by events beyond the reasonable control of the Party affected, including, but not limited to, acts of God, embargoes, governmental restrictions, strikes, riots, wars or other military action, civil disorders, rebellion, electric system disturbances, fires, floods, vandalism, or sabotage. Market conditions and or fluctuations (including a downturn of a Party's business) shall not be deemed Force Majeure events. The Party whose performance is affected by such events shall promptly notify the other Party, giving details of the Force Majeure circumstances, and the obligations of the Party giving such notice shall be suspended to the extent caused by the Force Majeure and so long as the Force Majeure continues, and the time for performance of the affected obligation hereunder shall be extended by the time of the delay caused by the Force Majeure event.

15. INSURANCE

NUG shall maintain in force, liability coverage of \$1,000,000 or such other amount that ENOSBURG FALLS determines in its reasonable judgment to be sufficient to cover the risks associated with operation and maintenance of the facility. Such amount of liability coverage will be reviewed annually by ENOSBURG FALLS and if the coverage amount is not adequate to cover the risks, ENOSBURG FALLS shall provide notice to NUG of the amount of the increased liability coverage. NUG shall have sixty (60) days of the notice to adjust liability coverage. NUG may dispute the increased amount in accordance with Section 16 of the Agreement.

If requested by ENOSBURG FALLS, the NUG shall provide a certificate(s) of insurance, which names ENOSBURG FALLS as an additional insured, and which shall specify the description of operations being covered as an interconnected NUG, or other appropriate language. Updated certificates shall be provided to ENOSBURG FALLS as requested.

The option of insuring the electrical generating equipment and other customer owned interconnection and related equipment, for physical damage loss et al, shall remain the responsibility of the NUG.

The insurance coverage described above shall be primary to any other coverage available to ENOSBURG FALLS or to affiliates and shall not be deemed to limit the NUG's liability under this Agreement.

Should NUG fail to provide the insurance required pursuant hereto, nothing herein shall release NUG of the obligation to pay any claims that arise hereunder.

16. DISPUTE RESOLUTION

The NUG and ENOSBURG FALLS shall attempt in good faith to resolve between themselves any disputes that may arise hereunder. Any dispute arising from or under the terms of this Agreement shall be subject to the dispute resolution procedures contained in Rule 5.500.

17. ASSIGNMENT / SUCCESSORS

Neither the NUG nor ENOSBURG FALLS may voluntarily assign its rights or delegate its duties under this Agreement or any part thereof, without the written consent of the other, except, in the case of ENOSBURG FALLS, in connection with the sale, merger, or unbundling of services as a result of legislative and regulatory electric restructuring approved by the Vermont Public Service Board. NUG consents to ENOSBURG FALLS assigning any of its duties, rights, and responsibilities to VERMONT PUBLIC POWER SUPPLY AUTHORITY. Written notice of any such assignment will be provided to the NUG. No assignment or delegation shall discharge any Party from obligations which shall have accrued under the terms of this Agreement prior to such assignment or delegation, whether such accrual is known or unknown. The NUG shall have the right to assign this Agreement, without the consent of ENOSBURG FALLS, for collateral security purposes to aid in providing financing for the generation resource.

18. NOTICES

Except as otherwise specified in this Agreement, any notice, demand, or request required or authorized by this Agreement to be given in writing to a Party shall be either personally delivered or mailed postage prepaid to such Party at the following address:

**ENOSBURG FALLS:**

**Enosburg Falls Electric Light Department  
42 Village Drive  
Enosburg Falls, VT 05450**

**NUG:**

**Gervais Family Farm, Inc.  
Attn: Clement Gervais  
6001 Boston Post Road  
Enosburg Falls, VT 05450**

The designation of such person and/or address may be changed at any time by either Party upon written notice given pursuant to the requirements of this Section

19. APPLICABILITY

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, supersedes any and all previous understandings between the Parties, and binds and inures to the benefit of the Parties, their successors and assigns

20. WAIVER

No waiver by either Party of the performance of any obligation under this Agreement or with respect to any Default or any other matter arising in connection with this Agreement shall be deemed a waiver with respect to any subsequent performance, default, or matter.

21. MODIFICATION

No modification or waiver of all or any part of this Agreement shall be valid unless it is in writing and signed by both Parties.

22. INTERPRETATION

Interpretation and performance of this Agreement shall be in accordance with, and shall be controlled by, the laws of the State of Vermont and the United States.

23. NO DUTY TO THIRD PARTIES

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

24. MULTIPLE COUNTERPARTS

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

25. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties nor to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

26. SEVERABILITY

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

27. ENVIRONMENTAL RELEASES

Each Party shall be responsible for its release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Facility or the interconnection facilities. A Party shall notify the other Party of any release as may be required by law and where the release may reasonably be expected to affect the other Party. Upon request a Party shall furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

28. SUBCONTRACTORS

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

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

- b. The obligations under this Article will not be limited in any way by any limitation of subcontractor's insurance.

29. CONDITIONS PRECEDENT

This Agreement shall not become effective until the following conditions precedent shall have been satisfied:

- a. The issuance by the Vermont Public Service Board of a Certificate of Public Good pursuant to 30 V.S.A. § 248 approving the construction, ownership and operation of the Facility or any upgrades to such Facility in form and substance acceptable to GERVAIS FAMILY FARM, INC.; and
- b. The interconnection is consistent with Vermont Public Service Board Rule 5.500 (Interconnection Procedures for Proposed Electric Generation Resources); and
- c. The Parties shall have established appropriate relay and protection requirements for the interconnection of the Facility that are acceptable to ENOSBURG FALLS, which requirements shall be reflected in Section 5(h) and illustrated in the Technical Drawings in Attachment A (**Technical Requirements**), made a part hereof; and
- d. The Parties shall have established appropriate operating protocols for the interconnected operation of the Facility in parallel with the ENOSBURG FALLS electric system, which protocols shall be negotiated and agreed upon, and then reflected as Attachment B, **Operating Protocols** made a part hereof.

IN WITNESS WHEREOF, ENOSBURG FALLS and the NUG have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

GERVAIS FAMILY FARM, INC.

By: *Clement Gervais*

Its: *owner*

VILLAGE OF ENOSBURG FALLS WATER & LIGHT DEPARTMENT

By: *Jonathan E. Swell*

Its: *Village Manager*

DATE: *April 16, 2012*

Attachment A

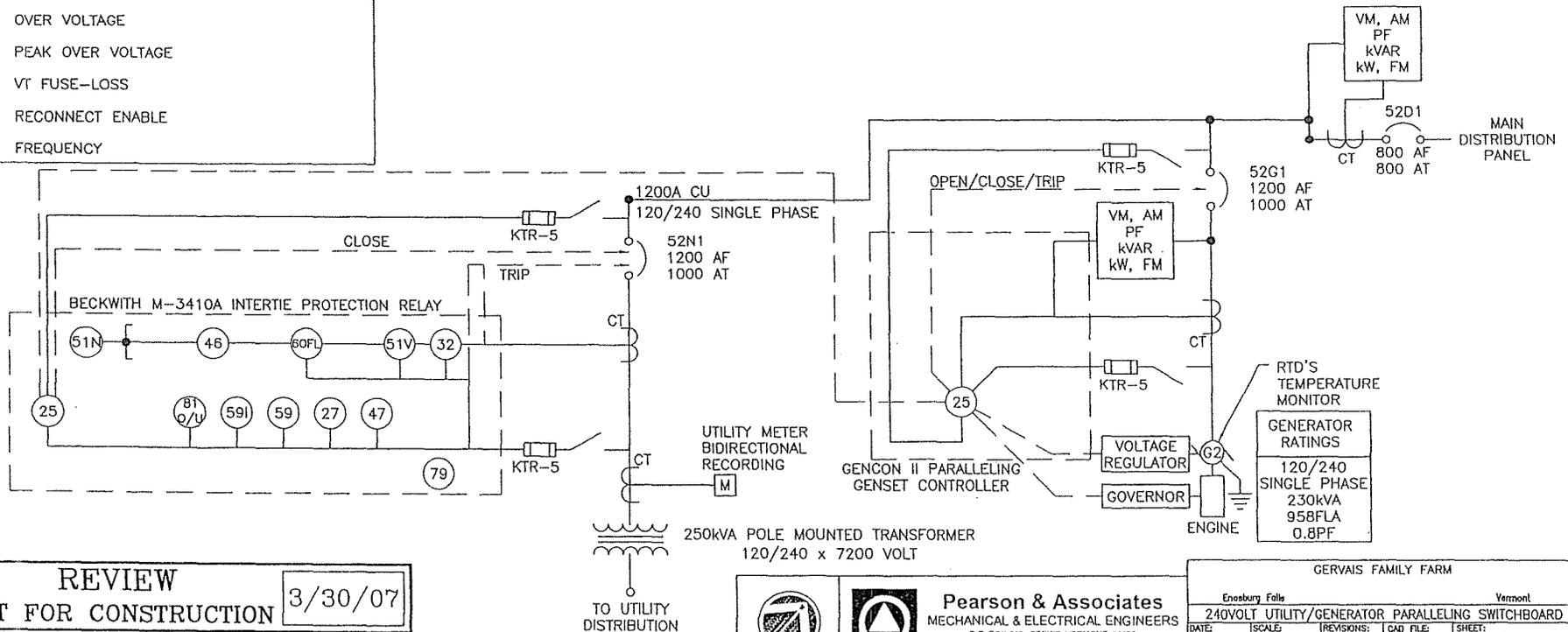
# Technical Drawings

### LEGEND

EO	ELECTRICALLY OPERATED
LSIG	LONG, SHORT, INSTANTANEOUS WITH GROUND FAULT
MO	MANUALLY OPERATED
TM	THERMAL MAGNETIC
25	AUTO SYNCHRONIZER
27	UNDER VOLTAGE
32	DIRECTIONAL ELEMENT
46	NEGATIVE SEQUENCE OVER CURRENT ELEMENT
47	NEGATIVE SEQUENCE OVER VOLTAGE ELEMENT
51N	INVERSE TIME RESIDUAL OVERCURRENT
51V	TIME OVER CURRENT VOLTAGE RESTRAINED
59	OVER VOLTAGE
59I	PEAK OVER VOLTAGE
60F	VT FUSE-LOSS
79	RECONNECT ENABLE
81	FREQUENCY

### UTILITY GEAR LV CIRCUIT BREAKER SCHEDULE

DEVICE	TYPE/TRIP UNIT	FRAME (A)	TRIP SETTING (A)	INTERRUPT CAPACITY (A)	TRIP FUNCTIONS	OPERATION	CHARGE	SHUNT CLOSE	SHUNT TRIP	NAMEPLATE DESCRIPTION
52N1	ABB EMAX, E2 DRAWOUT OR EQUAL	1200	1000	42,000	LSIG	EO	120 VAC	120 VAC	24 VDC	UTILITY MAIN
52G1	ABB ISOMAX, S6 OR EQUAL	1200	1000	42,000	LSIG	EO	120 VAC	120 VAC	24 VDC	GENERATOR MAIN
52D1	ABB TMAX OR EQUAL	800	800	35,000	TM	MO	N/A	N/A	N/A	MAIN DISTR. PANEL



**REVIEW**  
NOT FOR CONSTRUCTION 3/30/07



**Pearson & Associates**  
MECHANICAL & ELECTRICAL ENGINEERS  
P.O. BOX 610, STONE, VERMONT 05672  
TEL. (802) 253-9007 FAX: (802) 253-9290

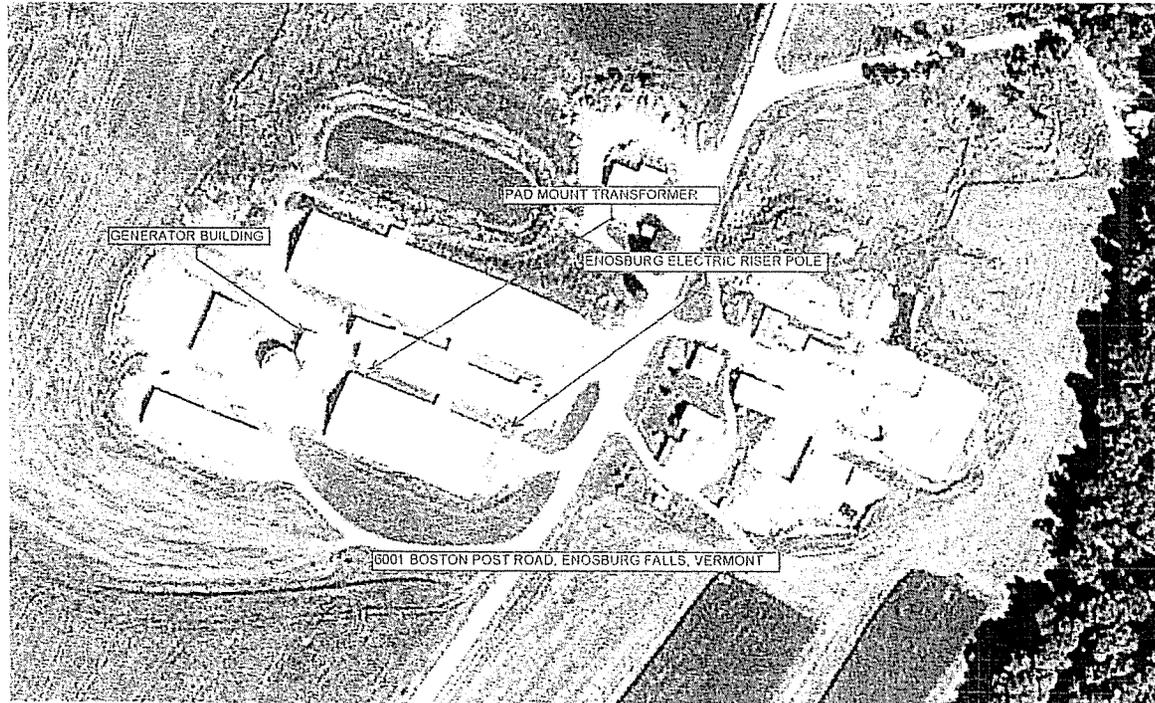
GERVAIS FAMILY FARM			
Enosburg Falls		Vermont	
240VOLT UTILITY/GENERATOR PARALLELING SWITCHBOARD			
DATE: 3/30/07	SCALE: AS NOTED	REVISIONS:	CAD FILE: SHEET: E-1
DRAWN BY: JSM	APPROVED BY: EPP	DWG #: CF	

# ELECTRICAL LEGEND

- 52G INTERTIE BREAKER
- CT1 PROTECTION CURRENT TRANSFORMERS
- CT2 CONTROL CURRENT TRANSFORMER
- D1 VISIBLE LOCKABLE DISCONNECT DEVICE
- SB SENSING BREAKER
- STB SHORTING TERMINAL BLOCKS
- T1 SERVICE TRANSFORMER
- PR-1 BECKWITH M3410A PROTECTION RELAY
- ESO ELECTRICALLY OPERATED
- LSIG LONG, SHORT, INSTANTANEOUS WITH GROUND FAULT
- MO MANUALLY OPERATED
- TM THERMAL MAGNETIC
- 25 AUTO SYNCHRONIZER
- 27 UNDER VOLTAGE
- 32 DIRECTIONAL ELEMENT
- 40 LOSS OF FIELD
- 46 NEGATIVE SEQUENCE OVER CURRENT ELEMENT
- 47 NEGATIVE SEQUENCE OVER VOLTAGE ELEMENT
- 51a INVERSE TIME RESIDUAL OVERCURRENT
- 51v TIME OVER CURRENT VOLTAGE RESTRAINED
- 59 OVER FREQUENCY
- 62a FREQUENCY

# UTILITY GEAR LV CIRCUIT BREAKER SCHEDULE

DEVICE	TYPE/TRIP UNIT	FRAME (A)	TRIP SETTING (A)	INTERRUPT CAPACITY (A)	TRIP FUNCTIONS	OPERATION	CHARGE	SHUNT CLOSE	SHUNT TRIP	NAMEPLATE DESCRIPTION
52G	ABB EMAX, E2 DRAWOUT OR EQUAL	1200	1000	42,000	LSIG	EO	120 VAC	120 VAC	24 VDC	UTILITY MAIN

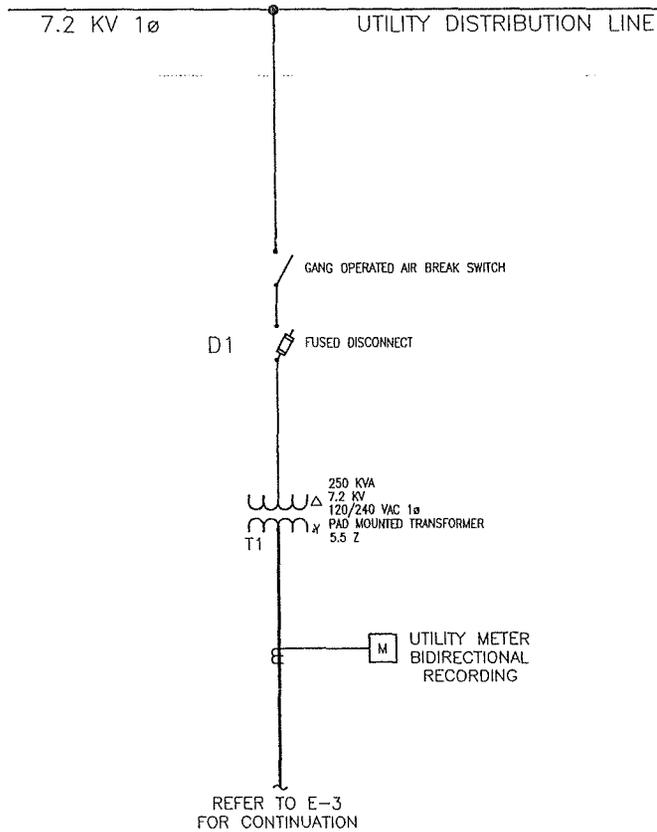


**5.500 APPLICATION**  
**NOT FOR CONSTRUCTION** 4/20/11



**Pearson & Associates**  
 MECHANICAL & ELECTRICAL ENGINEERS  
 P.O. BOX 616, STOWE, VERMONT 05472  
 TEL (802) 253-9307 FAX (802) 253-9290

GERVAIS FAMILY FARM, INC			
Enosburg Falls		Vermont	
240VOLT UTILITY/GENERATOR PARALLELING			
DATE: 4/18/11	SCALE: AS NOTED	REVISIONS:	CAD FILE: DWG # OF
DRAWN BY: JSM	APPROVED BY: EEP		SHEET: <b>E-1</b>



**240 VOLT GENERATOR PARALLELING ONE-LINE DIAGRAM**  
NOT TO SCALE

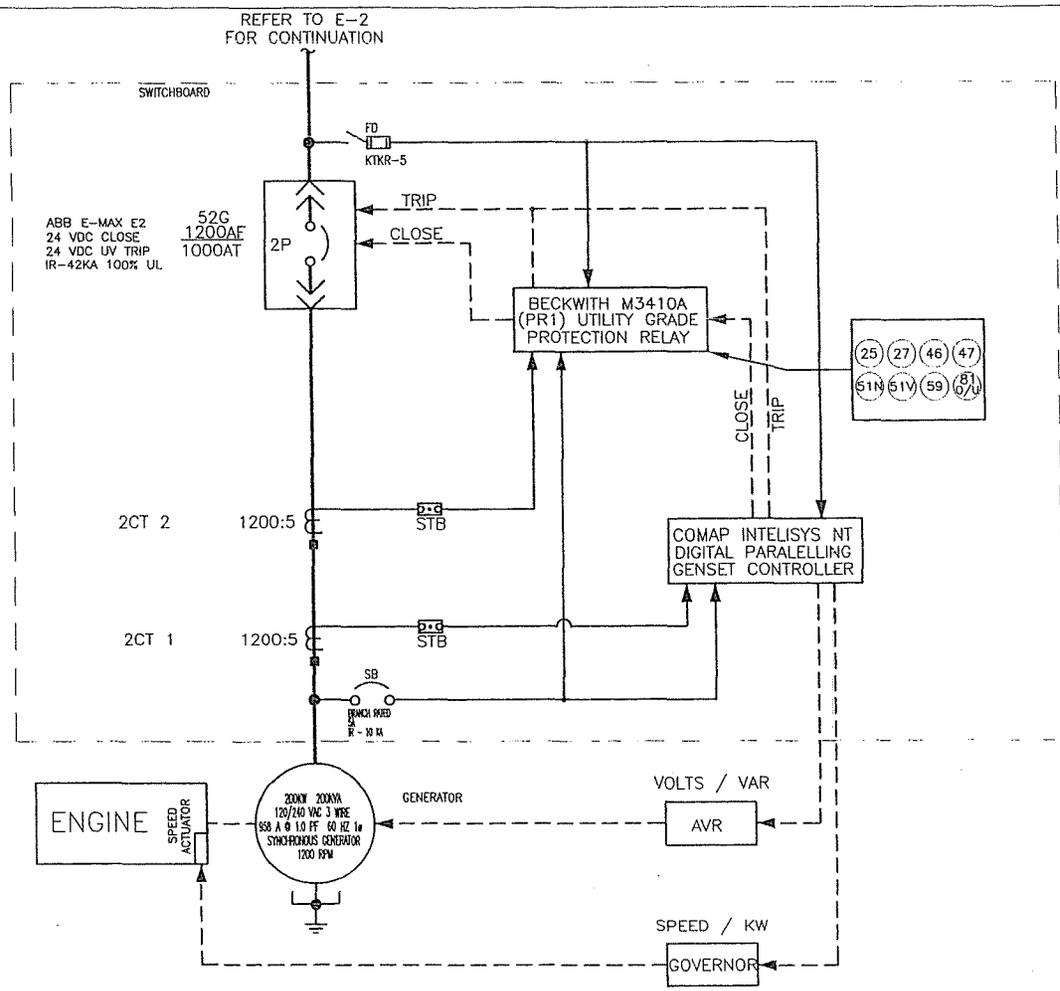


**5.500 APPLICATION**  
**NOT FOR CONSTRUCTION** 4/20/11

**Pearson & Associates**  
MECHANICAL & ELECTRICAL ENGINEERS  
P O BOX 610 STOWE, VERMONT 05672  
TEL (802) 253-8607 FAX (802) 253-9290

Enosburg Falls		Vermont	
240VOLT UTILITY/GENERATOR PARALLELING			
DATE: 4/19/11	SCALE: AS NOTED	REVISIONS:	CAD FILE: SHEET:
DRAWN BY: JSM	APPROVED BY: EEP	DWG #: OF	E-2

GERVAIS FAMILY FARM, INC



240 VOLT GENERATOR PARALLELING ONE-LINE DIAGRAM  
NOT TO SCALE

5.500 APPLICATION  
NOT FOR CONSTRUCTION 4/20/11



**Pearson & Associates**  
MECHANICAL & ELECTRICAL ENGINEERS  
P.O. BOX 610 STOWE, VERMONT 05072  
TEL (802) 253-9607 FAX (802) 253-9290



GERVAIS FAMILY FARM, INC		Enosburg Falls		Vermont	
240VOLT UTILITY/GENERATOR PARALLELING					
DATE: 4/18/11	SCALE: AS NOTED	REVISIONS:	CAD FILE:	SHEET:	
DRAWN BY: JSM	APPROVED BY: EEP		DWG #: OF	E-3	

# Attachment B

## Operating Protocols

**GENERATOR OPERATION PROTOCOL**

**BETWEEN**

**VILLAGE OF ENOSBURG FALLS ELECTRIC DEPARTMENT**

**AND**

**GERVAIS FAMILY FARM, INC.,**

**May 2007**

**VILLAGE OF ENOSBURG FALLS ELECTRIC DEPARTMENT**  
**GENERATION OPERATION PROTOCOL**  
**GERVAIS FAMILY FARM INC POWER PROJECT**

This OPERATIONAL PROTOCOL is to be used between Village of Enosburg Falls Electric Department, ("VEF") and GERVAIS FAMILY FARM, INC.,

Location: Boston Post Road in Bakersfield, Vermont

**1.01 OPERATING REQUIREMENTS**

**A. General Operating Requirements**

1. GERVAIS FAMILY FARM, INC. shall operate and maintain the generating facility in accordance with Prudent Engineering and Operating Practice and comply with all aspects of the Company's Guidelines for Generator Interconnections and tariffs.
2. In the event that VEF has reason to believe that the GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC., generating facility may be a source of problems on VEF's electrical power system, VEF shall have the right to install monitoring equipment at a mutually agreed upon location to determine the source of the problems.
3. If the GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC., generator equipment interferes with VEF's equipment and/or operations or other customer's equipment, GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC., must immediately take corrective action to resolve the problem. If GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. fails to take immediate corrective action then VEF may disconnect the generating facility pursuant to this Agreement.
4. The cost of the monitoring equipment will be borne by VEF unless the problem or problems are demonstrated to be caused by GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC.'s generating facility or if the test was performed at the request of the GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC.

**B. No Adverse Effects; Non-interference**

1. VEF shall notify GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. if there is evidence that the operation of the GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC.'s generating facility could cause disruption or deterioration of service to other VEF customers served from the same VEF electrical power system or if operation of the GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC.'s generator could cause damage to VEF's electrical power system or affected systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE STD519, as well as voltage fluctuations caused by large step changes in loading at the generating facility.
2. Each Party will notify the other of any emergency or hazardous condition or occurrence with its equipment or facility which could effect the 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.
3. VEF will operate its electric system in such a manner so as to not unreasonably interfere with the operation of the GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC.'s generating facility. GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. will protect itself from normal disturbances propagating through the VEF electric system. Examples of such disturbances could be, but are not limited to, voltage sags from remote faults on the VEF electric system, and outages on VEF's electric system.

**1.02 SAFE OPERATIONS MAINTENANCE**

**A. General**

1. Each Party shall operate, maintain, repair and inspect and shall be fully responsible for, the respective generating facility or electric system facilities that it now or hereafter may own unless otherwise specified in this Agreement.
2. Each Party shall be responsible for the maintenance, repair, and condition of its respective lines and appurtenances. VEF and GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. shall each provide equipment that adequately protects the VEF electric system, personnel, and other persons from damage and injury.

**B. Ongoing Maintenance -Testing of generating facilities.**

1. Maintenance testing of the protective relaying is imperative for safe, reliable operation. The test cycle for protective relaying must not be less frequent than once every 60 calendar months or manufacturer's recommendation, which ever is more frequent.

2. GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. must provide copies of these test records to VEF.

### 1.03 ACCESS

#### A. VEF and GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. Representatives

1. 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.

#### B. VEF Rights to Access Cooperative-Owned Facilities and Equipment

1. GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. shall allow VEF access to VEF equipment and the VEF facilities located on the generating facility's premises.

#### C. Safety Disconnect Switch

1. VEF shall have access to the airbrake switch located at the generating facility at all times.

#### D. Right to Review Information

1. VEF shall have the right to review and obtain copies of GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC.'s operations and maintenance records, logs, or other information such as generator unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to the GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC.'s generating facility or its interconnection with the VEF electric system.
2. This information will be treated by VEF as confidential and used only for the purpose of determining the GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC.'s compliance with this Agreement.

### 1.04 DISCONNECTION

#### A. Temporary Disconnection Emergency Conditions:

1. VEF shall have the right to immediately and temporarily disconnect the GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC.'s generating facility without prior notification in cases where, in the reasonable judgment of VEF, continuance of such service to the generating facility is imminently likely to (1) endanger persons or damage property or (2) cause a material adverse effect on the integrity or security of, or damage to, the VEF electric system or to the electric system of others to which the VEF electric system is directly connected.

2. A GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. representative shall notify VEF promptly when GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. becomes aware of an emergency condition that affects the generator that may reasonably be expected to affect the VEF electric system. 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.

**B. Routine Maintenance, Construction and Repair:**

1. VEF shall have the right to disconnect the GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC.'s generating facility from the VEF' electric system when necessary for routine maintenance, construction and repairs on the VEF electric system. See the details found in the document below regarding routine line maintenance and emergency line work disconnect procedures.
2. If GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. requests disconnection by VEF,
  - a. The GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. will provide a minimum of twenty four hours notice to VEF.
  - b. VEF shall make an effort to schedule such curtailment or temporary disconnection with the GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC.
  - c. The GERVAIS FAMILY FARM shall reimburse VEF for the cost of disconnection.

**C. Forced Outages:**

1. During any forced outage, VEF shall have the right to suspend interconnection service to effect immediate repairs on the VEF electric system.
  - a. VEF shall use reasonable efforts to provide GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. with prior notice.
  - b. Where circumstances do not permit such prior notice to the GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC., VEF may interrupt interconnection service and disconnect the GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. generating facility from the VEF electric system without such notice.

D. **Non-Emergency Adverse Operating Effects:**

1. VEF may disconnect the GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC.'s generating facility if the generating facility is having an adverse operating effect on the VEF' electric system or other VEF' customers.
2. VEF may disconnect the GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC.'s generating facility if the generator fails to correct such adverse operating effect after written notice has been provided and a minimum of thirty (30) calendar days to correct such adverse operating effect has elapsed.

E. **Modification of the GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC.'s Generating Facility:**

1. VEF has the right to immediately suspend interconnection service in cases where material modification to the generating facility or interconnection facilities have been implemented without prior written authorization from VEF.

F. **Re-connection:**

1. Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary.
2. GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. and VEF will cooperate with each other to restore the GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. generator and the VEF electric system 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.

G. **Permanent Disconnection**

1. GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. has the right to permanently disconnect at any time with thirty (30) calendar days written notice to VEF.
2. VEF may permanently disconnect the GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. generating facility upon termination of this Agreement in accordance with the terms hereof and in the case of GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. inability to correct an adverse operating effect after notice thereof.

1.05 **GENERATOR RECONNECT**

- A. The GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. generators can be reconnected to VEF once live line conditions on the VEF electric system are detected for a minimum of two (2) minutes. GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. shall auto synchronize the generator to VEF system.

## 1.06 ROUTINE LINE MAINTENANCE:

### A. De-energizing

1. The VEF Office will notify GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. via telephone of a required disconnection of the generator for routine "HOT" line maintenance work. No less than 1 hour of prior notice shall be given.
2. Such notice shall communicate the reason for the disconnection to GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. and the expected duration of the disconnection.
3. The GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. will then have its generator disconnected from the VEF system by the required time. The GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC. shall also defeat the automatic synchronization feature, and shall not re-arm this feature until directed by the VEF Office
4. Upon arrival at the GERVAIS FAMILY FARM, INC. GERVAIS FAMILY FARM, INC., VEF personnel will open the airbrake switch, and then tag and lock the airbrake switch.

### B. Re-Energizing

1. When work has been completed, VEF personnel will return to the GERVAIS FAMILY FARM, INC. VEF will remove lock from Safety Switch, verify that the Utility Circuit Breaker is open and close safety switch.
2. VEF will then give permission to tie back onto VEF system.

## 1.07 EMERGENCY LINE WORK

- A. VEF personnel will operate the protective equipment as necessary on the electric system to maintain a safe, dependable and reliable source of power to its customers.
- B. Upon notification of a power outage, VEF personnel will be dispatched to patrol, locate any and all problems, do the proper switching and tagging as needed, repair any and all problems on the distribution system and restore power to its customers in a safe and timely manner.
- C. Any and all grounded line work will require the GERVAIS FAMILY FARM, INC. generator to be disconnected from the VEF electric system.
- D. If circumstances allow, VEF Office will inform GERVAIS FAMILY FARM, INC. of the need for an emergency outage. Notification, however, cannot impede or interfere with the response to an emergency situation

1.08 CONFLICTS

- A. If any provision or requirement in this Generation Operation Protocol should conflict with any provision or requirement in the Generation Interconnection Agreement executed on May 22, 2007, the Generation Interconnection Agreement shall prevail.

Contact Information:

**GERVAIS FAMILY FARM, INC.**

Person: Clement Gervais

Mailing Address: 6001 Boston Post Road  
Enosburg Falls, VT 05450

**Priority Telephone Numbers:**

1. Primary -Tel. # 802-933-8339 (Farm)
2. Secondary -Tel. # 802-782-3841 (Cell)
3. Alternate -Tel. # 802-933-2970 (Home)

**VILLAGE OF ENOSBURG FALLS ELECTRIC DEPARTMENT**

Person: Office Dispatch

Priority Telephone Numbers: 802-933-4443

GERVAIS FAMILY FARM, INC. can call VEF Office for updates to report or check on the status of an outage, at any time. VEF will summon additional resources as needed.

**Operating Committee.** Representative of each of the Parties shall meet from time to time, upon the request of either party, to confer on issues related to the interconnection operations of the GERVAIS FAMILY FARM, INC. generating facility with the VEF electric system. At such meetings, the Parties shall provide each other updates to information necessary to assure that operations are conducted in accordance with Prudent Engineering and Operating Practice. The Parties shall have the right to modify, amend or restate the requirements hereof, upon consultation, with the mutual written consent of the Parties hereto. In the event that, during the first twelve (12) months of operation, VEF shall determine that additional system upgrades are necessary to permit the interconnected operation of GERVAIS FAMILY FARM, INC. generating facility with the VEF electric system, GERVAIS FAMILY FARM, INC. shall remain responsible for the cost of said system upgrades.