

**THE STATE OF NEW HAMPSHIRE
BEFORE THE
PUBLIC UTILITIES COMMISSION**

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

Docket No. DE 14-XXX

**PETITION FOR APPROVAL OF SPECIAL CONTRACT WITH
WESTINGHOUSE ELECTRIC COMPANY, LLC**

Pursuant to RSA 378:18, RSA 378:18-a, Puc 202.01(a), Puc 203.06, and PART Puc 1606, Public Service Company of New Hampshire (“PSNH” or “the Company”) hereby petitions the New Hampshire Public Utilities Commission (“Commission”) for approval of a special contract with Westinghouse Electric Company, LLC (“Westinghouse”). PSNH is requesting that this special contract be approved in advance of the scheduled termination of the existing special contract on December 31, 2014. In support of its Petition, PSNH says the following:

1. At its Newington, New Hampshire facility, Westinghouse periodically tests large pumps that are manufactured by Westinghouse and are used in nuclear power plants. To serve this periodic testing requirement of Westinghouse, PSNH has provided separately metered interruptible service to Westinghouse’s pump testing operation (or its predecessor companies’ pump testing operations) under the terms of a series of special contracts dating back to February 1, 1978, during which time the terms and conditions of the contracts have remained essentially the same. The most recent such contract was approved by the Commission in Order No. 24,411 (December 8, 2004), 89 NH PUC 379, in Docket No. DE 04-202. PSNH is proposing very similar terms for this special contract.

2. To receive interruptible power under the special contract, Westinghouse must first notify PSNH’s system load dispatcher and must provide the amount of interruptible power in megavolt-amperes that it expects to utilize, the approximate time that PSNH should begin furnishing interruptible power and the estimated length of time that interruptible power will be utilized by Westinghouse. PSNH will furnish interruptible

power to Westinghouse as requested if the Independent System Operator of New England (ISO-NE) has not implemented operating procedures equivalent to Operating Procedure No. 4 and if PSNH can maintain the integrity of its electrical system while providing power to Westinghouse. Telemetry and remote control equipment are located at Westinghouse's location and at PSNH's Electric System Control Center. This equipment enables PSNH's system load dispatcher to remotely operate the circuit switcher at Westinghouse's location to interrupt the furnishing of interruptible power. Unlike other interruptible service arrangements offered to PSNH's customers, PSNH has direct control of Westinghouse's circuit switcher from PSNH's Electric System Control Center in Manchester. Therefore, PSNH's dispatcher has the ability to instantaneously terminate electric service to Westinghouse's pump testing.

3. Since PSNH does not offer a direct controlled interruptible service rate under its Delivery Service Tariff, departure from standard tariff pricing under a special contract arrangement is necessary to define the terms and conditions and pricing provisions of this unique interruptible service arrangement. Accordingly, in light of the unique load characteristics presented by Westinghouse's operations, and the unique control PSNH possesses to interrupt Westinghouse's service, PSNH believes, and therefore alleges, that special circumstances exist that render departure from PSNH's general schedules to be just and reasonable and in the public interest, pursuant to RSA 378:18.

4. Moreover, as noted PSNH has provided service to Westinghouse or its predecessors under the terms of a special contract since 1978. As evidenced by the letter from Westinghouse included with this petition, Westinghouse has indicated that absent approval of this special contract it will re-evaluate its decision to manufacture and test pumps in Newington, New Hampshire and will consider re-locating its manufacturing and pump-testing operations to Asia (China or South Korea) or to another existing Westinghouse facility outside New Hampshire. In addition, or alternatively, Westinghouse will consider purchasing or renting a generator to support its pump testing operation on an as needed basis or would consider exiting the pump testing business completely. Accordingly, PSNH represents that absent this special contract Westinghouse would leave

PSNH's service, *see* RSA 378:18-a, II, and, should it do so, it would be at the expense of approximately 320 jobs at its Newington facility.

5. Included with this petition is the testimony of Charles R. Goodwin, describing the terms and conditions of the proposed special contract and the circumstances justifying this request, a statement from the customer as required by Puc 1606.02 (a)(5), a statement of the special circumstances justifying the departure from the existing tariff as required by Puc 1606.02(b), a title page as required by Puc 1606.04(b) and (c), and copy of the proposed special contract.

WHEREFORE, PSNH respectfully requests that the Commission approve the special contract proposed herein between PSNH and Westinghouse as being just and reasonable pursuant to RSA 378:18 and RSA 378:18-a in advance of the scheduled termination of the existing special contract on December 31, 2014, and provide for such further relief as may be just and equitable.

Respectfully submitted this 24th day of November, 2014.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

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