DE13-058

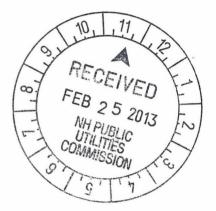
Richard Simon, General Partner Loring Solar One LLC 598 Augusta Road Washington, ME 04574

Executive Director & Secretary

Public Utilities Commission 21 S. Fruit Street, Suite 10

Concord, NH 03301-2429

February 7, 2013



Re: Class II REC Application

Dear Mrs. Howland,

Debra Howland

Please accept our enclosed application for customer-sited renewable energy recs. Our solar system is a 45 KW photo-voltaic system.

If there are any further question please feel free to contact me.

Sincerely,

Richard Simon, General Partner

Loring Solar One LLC 598 Augusta Road Washington, ME 04574 207-845-6100 office 207-845-2372 fax



State of New Hampshire

Public Utilities Commission



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

	SOURCES WITH A CAPACITY OF 100 KILOWATTS OR LESS
Durcugat to Nou	December 21, 2012
Fursuant to New	v Hampshire Administrative Code <u>Puc 2500</u> Rules and Puc 2505.08 Certification of Certa Customer-Sited Sources
	it one (1) original and two (2) paper copies of the completed application and cover
letter* to:	Debra A. Howland
	Executive Director
	New Hampshire Public Utilities Commission 21 South Fruit Street, Suite 10
	Concord, NH 03301-2429
	tronic version of the completed application and the cover letter electronically to ector@puc.nh.gov.
* The cover lett	ter must include complete contact information and identify the class for which the
applicant seeks e	eligibility. Pursuant to Puc 2500, the Commission is required to render a decision on a
application withir	1 45 days upon receiving a completed application.
	questions please contact Barbara Bernstein at (603)271-6011 or
If you have any o Barbara.Bernstei	
	n@puc.nh.gov.
Barbara.Bernstei	able class:
<u> 3arbara.Bernstei</u>	n@puc.nh.gov.
<u>Barbara.Bernstei</u> Check the applic	able class:
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<u>Barbara.Bernstei</u> Check the applic Eligibility Reque Applicant Name Mailing Address	rable class: ested for Class I Class II X Renewable Energy Certificates (RECs) : Loring Solar Inc, LLC
Check the applic Eligibility Reque Applicant Name Mailing Address	cable class: ested for Class II X Renewable Energy Certificates (RECs) : Loring Solar Inc, LLC : 598 Augusta Road //ashington State: Maine Zip Code: 04574

The facility name and contact information (if different than applicant contact information).

Facility Name:			_
Mailing Address:			
Town/City:	State:	Zip Code:	
Primary Contact:			
Telephone:	Cell:		
Email address:			

Provide a complete list of the equipment used at the facility, including the meter, and, if applicable, the inverter:

quantity		quantity	
204	Solarworld SW245 Panels		
9	SMA 5000US Inverters		
1	Utility provided Revenue grade meter #12462419LG ID #423822		

What is the nameplate capacity of your facility?45 KWWhat was the initial date of operation?02-01-2013This is typically included in the interconnection agreement. Provide this documentation as Attachment A.

Provide the name, license number and contact information of the installer, or a statement that the equipment was installed directly by the customer.

Installer Name:		Maine Energy Performance	Solutions			
Installer Address:		598 Augusta Road			<i>W</i> 1	
License #:						
Town/City:	Was	hington	State:	ME	Zip Code:	04574
Telephone:	207-	845-6100	Cell:			
Email addres	s: n	neps@mepsenergy.com				
If the equipm	ent w	ras installed directly by the cu	istomer, please p	orovide a s	tatement here:	

х с	heck here	if the inst	aller and the eq	uipment vendor	were one c	and the same.	
Business Nar	ne:						
Vendor's Na	me:						
Business Ado	dress:						
Town/City:				State:		Zip Code:	
Telephone:				Cell:			
Email addres	SS:						
Electrician's	Name:	John P La	Joie	rovide the follov	ving inforn	nation:	
Business Nar			lectric, Inc.				
Business Ado	dress:	17 Birdse	eye Ave				
Town/City:	Caribou			State:	ME	Zip Code:	04736
License #	MS6001	6878					
Provide the i (A <u>list</u> of inde	name and ependent	contact in monitors i	s available at: able%20Energy	e independent n /Renewable Ene	ergy Sourc	e Eligibility.htm	
Provide the 1 (A <u>list</u> of inde <u>http://www.</u> Independent	name and ependent . <mark>puc.nh.go</mark> t Monitor	contact in monitors i ov/Sustaina 's Name:	s available at:	<u>/Renewable Ene</u> Natural Capital	rgy Sourc	e Eligibility.htm cook Terrace #3	6
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Provide the i (A <u>list</u> of inde <u>http://www.</u> Independent Town/City: Telephone:	name and ependent .puc.nh.go t Monitor Merrim 603-546	contact in monitors i ov/Sustaina 's Name: ack 5-5816	s available at: able%20Energy, Thomas Kelly	<u>/Renewable Ene</u> Natural Capital	rgy Sourc	e Eligibility.htm cook Terrace #3	6
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In order to qualify your facility's electrical production for RECs, you must register with the NEPOOL – GIS. Contact information for the GIS administrator follows:

James Webb

Registry Administrator, APX Environmental Markets

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

Office: 408.517.2174

jwebb@apx.com

James will assist you in obtaining a GIS facility code and, if applicable, an ISO-New England asset ID number.

GIS Facility Code # NON36123 Asset ID #

Complete an attestation by the applicant that the project is installed and operating in conformance with any applicable building codes. Use either the following declaration or provide a separate document as *Attachment E.*

DECLARATION

The Undersigned applicant declares under penalty of perjury that the project is installed and operating in conformance with all applicable building codes.

Applicant's Signature	5	_ Date _ 2/18/13
Applicant's Printed Name Richard Si	mon	_
Subscribed and sworn before me this	Monday Day of 2/18/13	(month) in the year
County of Knox	State of Ma	ine
My Commis	ssion Expires DANIELLE E My Commission Expire	lic. Maine

CHECK LIST: The following has been included to complete the application:	YES
All contact information requested in the application.	X
 A copy of the interconnection agreement, nameplate capacity and date of operation (Attachment A.) 	×
• Documentation of the distribution utility's approval of the installation. (Attachment B.)*	X
 If the facility is participating in another state's renewable portfolio standard (RPS) program, documentation of certification in other state's RPS. (Attachment C). 	
• A signed and notarized attestation or Attachment E.	X
A GIS number has been obtained.	X
 The distribution utility's approval of the installation.* 	X
The document has been printed and notarized.	
• The original and 2 copies are included in the packet mailed to Debra Howland, Executive Director of the PUC.	X
 An electronic version of the completed application has been sent to executive.director@puc.nh.gov. 	X
*Usually included in the interconnection agreement. If the interconnection agreement conta information, attachment B is not necessary.	ins this

PREPARER'S INFORMATION

Preparer's Na	me:	Steven Bowers				
Mailing Addre	ess:	598 Augusta Rd				
Town/City:	Washi	ngton	St	ate: ME	Zip Code:	04574
Telephone:	207-84	5-2364	Cell:	207-485-4	4198	
Email address	: stev	ve@mepsenergy.com				
Preparer's Sig	nature	he	Dor	~2		



Attachment "A" Part 1

Level 2, Level 3 and Level 4 Interconnection Agreement

This Agreement is made and entered into this <u>24th</u> day of <u>July</u>, 20<u>12</u> by and between <u>Loring Solar</u> <u>One LLC</u>, a <u>LLC</u> organized and existing under the laws of the State of <u>MAINE</u>, ("Interconnection Customer,") and <u>MAINE PUBLIC SERVICE COMPANY</u>, a T&D Utility, existing under the laws of the State of Maine, (" T & D Utility "). Interconnection Customer and T & D Utility each may be referred to as a "Party," or collectively as the "Parties."

Recitals:

Whereas, Interconnection Customer is proposing to develop a Small Generator Facility, or generating capacity addition to an existing Small Generator Facility, consistent with the Interconnection Request completed by Interconnection Customer on 07/24/2012; and

Whereas, Interconnection Customer desires to interconnect the Small Generator Facility with T & D Utility 's Electric Distribution System.

Now, therefore, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

- 1.1 This Agreement shall be used for all approved Level 2, Level 3, and Level 4 Interconnection Requests according to the procedures set forth in the Standard Small Generator Interconnection Rule.
- 1.2 This Agreement governs the terms and conditions under which the Small Generator Facility will interconnect to, and operate in Parallel with, T & D Utility 's Electric Distribution System.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power.
- 1.4 Nothing in this Agreement is intended to affect any other agreement between T & D Utility and the Interconnection Customer. However, in the event that the provisions of this agreement are in conflict with the provisions of the T & D Utility tariff, the T & D Utility tariff shall control.
- 1.4 Responsibilities of the Parties
 - 1.4.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, and Operating Requirements.
 - 1.4.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Small Generator Facility, and construct, operate, and maintain its Interconnection Equipment in accordance with the applicable manufacturer's recommended maintenance schedule, in accordance with this Agreement.
 - 1.4.3 T & D Utility shall construct, own, operate, and maintain its Electric Distribution System and Interconnection Facilities in accordance with this Agreement.
 - 1.4.4 The Interconnection Customer agrees to construct its facilities 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 other Operating Requirements.
 - 1.4.5 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 a manner as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the other party
 - 1.4.6 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 Point of Common Coupling.

- 1.5 Parallel Operation Obligations Once the Small Generator Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all written rules and procedures developed by the T & D Utility which pertain to the parallel operation of the Small Generator Facility, copies of which are provided as an Exhibit [] to this Agreement.
- 1.6 Reactive Power

The Interconnection Customer shall design its Small Generator Facility to maintain a composite power delivery at continuous rated power output at the Point of Common Coupling at a power factor within the range of 0.95 leading to 0.95 lagging.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

The Interconnection Customer shall test and inspect its Small Generator Facility and Interconnection Facilities prior to interconnection, and in accordance with IEEE 1547 Standards.

2.2 Certificate of Completion

Prior to commencing parallel operation, the Interconnection Customer shall provide T & D Utility with a Certificate of Completion in the form of Attachment 6 of the Interconnection Forms and Agreements. The Certificate of Completion must either be signed by an electrical inspector with the authority to approve the interconnection or be accompanied by the electrical inspector's own form authorizing interconnection of the Small Generation Facility.

2.3 Parallel Operation Obligations

The Interconnection Customer shall abide by all permissible written rules and procedures developed by the T & D Utility which pertain to the parallel operation of the Small Generation Facility. In the event of conflicting provisions the Interconnection Procedures shall take precedence over the T & D Utility's rule or procedure. Copies of the Utilities rules and procedures for parallel operation are either provided as an Exhibit to this Agreement or an Exhibit that provides a reference to a website where copies of the rule or procedure is maintained.

2.2 Right of Access

At reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its Customers.

Article 3. Effective Date, Term, Termination, and Disconnection

- 3.1 Effective Date This Agreement shall become effective upon execution by the Parties.
- 3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect perpetually, unless terminated earlier in accordance with Article 3.3 of this Agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

- 3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving T & D Utility 20 Business Days written notice.
- 3.32 Either Party may terminate this Agreement after Default pursuant to Article 6.6.
- 3.33 Upon termination of this Agreement, the Small Generator Facility will be disconnected from T & D Utility's Electric Distribution 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.

3.3.4 The provisions of this Article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

The T & D Utility may temporarily disconnect the Small Generator Facility from its Electric Distribution System for so long as reasonably necessary in the event one or more of the following conditions or events occurs:

3.4.1 Emergency Conditions

"Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of T & D Utility, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Electric Distribution System, T & D Utility 's Interconnection Facilities or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a nondiscriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Generator Facility or the Interconnection Equipment . Under Emergency Conditions, T & D Utility or the Interconnection Customer may immediately suspend interconnection service and temporarily disconnect the Small Generator Facility. T & D Utility shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Small Generator Facility. The Interconnection Customer shall notify T & D Utility promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect T & D Utility's Electric Distribution System. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Routine Maintenance, Construction, and Repair

T & D Utility may interrupt interconnection service or curtail the output of the Small Generator Facility and temporarily disconnect the Small Generator Facility from T & D Utility's Electric Distribution System when necessary for routine maintenance, construction, and repairs on T & D Utility's Electric Distribution System. T & D Utility shall provide the Interconnection Customer with five Business Days notice prior to such interruption. T & D Utility shall use reasonable efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3 Forced Outages

During any forced outage, T & D Utility may suspend interconnection service to effect immediate repairs on T & D Utility's Electric Distribution System. T & D Utility shall use reasonable efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, T & D Utility shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 Adverse Operating Effects

T & D Utility shall provide the Interconnection Customer with a written notice of its intention to disconnect the Small Generator Facility if, based on Good Utility Practice, the T & D Utility determines that operation of the Small Generator Facility will likely cause disruption or deterioration of service to other Customers served from the same electric system, or if operating the Small Generator Facility could cause damage to T & D Utility's Electric Distribution System. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. T & D Utility may disconnect the Small Generator Facility if, after receipt of the notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time which shall be at least five Business Days from the date the Interconnection Customer receives the T & D Utility's written notice supporting the decision to disconnect, unless Emergency Conditions exist in which case the provisions of Article 3.4.1 apply.

3.4.5 Modification of the Small Generator Facility The Interconnection Customer must receive written authorization from T & D Utility before making any change to the Small Generator Facility that may have a material impact on the safety or reliability of the Electric Distribution System. Such authorization shall not be unreasonably withheld. Modifications shall

be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without T & D Utility's prior written authorization, the latter shall have the right to temporarily disconnect the Small Generator Facility.

3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Small Generator Facility, Interconnection Facilities, and T & D Utility 's Electric Distribution System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

- 4.1 Interconnection Facilities
 - 4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in the Exhibits to this Agreement. If a Facilities Study was performed, T & D Utility shall identify its Interconnection Facilities necessary to safely interconnect the Small Generator Facility with T & D Utility's Electric Distribution System, the cost of those facilities, and the time required to build and install those facilities.
 - 4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its Interconnection Equipment, and (2) operating, maintaining, repairing, and replacing T & D Utility's Interconnection Facilities as set forth in the Exhibits to this Agreement.
- 4.2 Distribution Upgrades

T & D Utility shall design, procure, construct, install, and own any Distribution Upgrades. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Article 5. Billing, Payment, Milestones, and Financial Security

- 5.1 Billing and Payment Procedures and Final Accounting
 - 5.1.1 T & D Utility shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of T & D Utility provided Interconnection Facilities and Distribution Upgrades contemplated by this Agreement as set forth in the Exhibits to this Agreement, on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within thirty (30) calendar days of receipt, or as otherwise agreed to by the Parties.
 - 5.1.2 Within ninety (90) calendar days of completing the construction and installation of T & D Utility 's Interconnection Facilities and Distribution Upgrades described in the Exhibits to this Agreement, T & D Utility shall provide the Interconnection Customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation and the budget estimate provided to the Interconnection Customer and a written explanation for any significant variation. (2) the Interconnection Customer's previous deposit and aggregate payments to T & D Utility for such Interconnection Facilities and Distribution Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous deposit and aggregate payments, T & D Utility shall invoice the Interconnection Customer for the amount due and the Interconnection Customer's previous deposit and aggregate payments and aggregate payment to T & D Utility within thirty (30) calendar days. If the Interconnection Customer's previous deposit and aggregate payment, T & D Utility shall refund to the Interconnection Customer an amount equal to the difference within thirty (30) calendar days of the final accounting report.
- 5.2 Interconnection Customer Deposit

At least twenty (20) Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of T & D Utility 's Interconnection Facilities and Distribution Upgrades, the Interconnection Customer shall provide T & D Utility with a deposit equal to 50 percent of the cost estimated for its Interconnection Facilities prior to its beginning design of such facilities.

Article 6. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

6.1 Assignment

This Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice, and with the opportunity to object by the other Party. When required, consent to assignment shall not be unreasonably withheld; provided that:

- 6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement;
- 6.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of T & D Utility, for collateral security purposes to aid in providing financing for the Small Generator Facility;
- 6.1.3 Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as the Interconnection Customer.

6.2 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 authorized by this Agreement.

6.3 Indemnity

- 6.3.1 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 6.2.
- 6.3.2 The Parties 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 indemnified Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 6.3.3 If an indemnified person is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, such indemnified person 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.
- 6.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this Article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 6.3.5 Promptly after receipt by an indemnified person 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 person shall notify the indemnifying party of such fact. Any failure of 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.

6.4 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 profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided,

however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

6.5 Force Majeure

- 6.5.1 As used in this Article, a Force Majeure Event shall mean "any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing."
- 6.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The Affected Party will use reasonable efforts to resume its performance as soon as possible.

6.6 Default

- 6.6.1 No Default shall exist where such 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. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Article 6.6.2, the defaulting Party shall have 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 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete 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.
- 6.6.2 If a Default is not cured as provided for 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.

Article 7. Insurance

The Interconnection Customer may be required by the T & D Utility to carry liability insurance for its interconnection subject to the restrictions and limitations found in Maine Public Utility Commission Rule Ch. 324 §12(F). To the extent T & D Utility requires liability insurance, its requirements for the Interconnecting Customer and any required documentation of coverage shall be included herewith under Exhibit ().

Article 8. Dispute Resolution (see provisions in the Maine Public Utility Commission's Standard Small Generator Interconnection Rules)

Article 9. Miscellaneous

9.1 Governing Law, Regulatory Authority, and Rules The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Maine, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise

contest any laws, orders, or regulations of a Governmental Authority.

9.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

9.3 No Third-Party Beneficiaries

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.

9.4 Waiver

- 9.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
- 9.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from T & D Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

9.5 Entire Agreement

This Agreement, including all Exhibits, constitutes the entire Agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

9.6 Multiple Counterparts

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

9.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or 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.

9.8 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.

9.9 Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Small Generator Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

9.10 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 primarily liable to the other Party for the performance of such subcontractor.

- 9.10.1 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 T & D Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer 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.
- 9.10.2 The obligations under this Article will not be limited in any way by any limitation of subcontractor's insurance.

Article 10. Notices

10.1 General

> Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national currier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnection Customer:

Interconnection Customer: Loring Solar One LLC Attention: Richard Simon Address: 598 Augusta Road City: Washington State: ME Zip: 04574 Phone: (207) 845 -6100 Fax: (207) 845 -6100 E-mail rich@mainepowercompany.com

If to T	& D Utility:			
T & D		MAINE PUBLIC SERVICE COMP.	ANY	
Attenti	on:	Manager, Customer Service		
Addres	s:	PO Box 1209		
City:	Presque Isle	State: ME	Zip:	04769-1209
Phone:	(207) 760-2300	Fax: (207)764-3714	-	
E-mail	custserv@mainepubli	cservice.com		

10.2 **Billing and Payment**

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer: Loring Solar One LLC Attention: Richard Simon Address: 598 Augusta Road City: Washington State: ME Zip: 04574

T & D Utility:	MAINE PUBLIC SERVICE CO	OMPANY			
Attention:	Cashier				
Address:	PO Box 1209				
City:Presque Isle	State: ME	Zip:_04769-1209			

10.3 **Designated Operating Representative**

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating representative:	3				
Attention:					
Address:					
City:		State:		Zip:	
Phone:	Fax:		E-Mail		
T & D Utility 's Operating	Representative:				
Attention:	-				
Address:					
City:		State:		Zip:	
Phone:	Fax:		_		

Article 11. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Transmission Provider

Name:	

Title: ______
Date: ______

For the Interconnection Customer

Rehet

Name: ____

Title:	President	
Date:	10/11/12	

Exhibits (if any):



Attachment "A"

Part 2

Level 2, Level 3 and Level 4 Interconnection Application

A Customer-Generator applicant ("Applicant") hereby makes application to <u>MAINE PUBLIC SERVICE COMPANY</u> (T & D Utility) to install and operate a generating facility interconnected with the transmission and distribution utility system. This application will be considered as an application for interconnection of generators under Expedited interconnection review provided the generator is not greater than 2 MW but shall serve as an Application for standard interconnection review if greater than 2 MW or if Expedited review does not qualify the generator for interconnection.

Written applications should be submitted by mail, e-mail or fax to **MAINE PUBLIC SERVICE COMPANY**, as follows:

Utility:	Maine Public Service Company
	Attn: Manager, Customer Service
Utility's Address:	PO Box 1209
	Presque Isle, ME 04769-1209
Fax Number:	(207) 764-3714
E-Mail Address:	custserv@mainepublicservice.com
Utility Contact Name:	Miles R. Williams
Utility Contact Title:	Manager, Customer Service

An application is a **Complete Application** when it provides all applicable information required below.

(Additional information to evaluate a request for interconnection may be required and will be so requested from the Interconnection Applicant by Utility after the application is deemed complete).

Section 1. Applicant Information

Legal Name of Interconnecting Applicant (or, if an Individual, Individual's Name)

Name: Loring Solar One, LLC

Mailing Address: 598 Augusta Road

City: Washington State: ME Zip Code: 04574

Facility Location (if different from above):

Telephone (Daytime): **207-845-6100** Telephone (Evening):

Fax Number: 207-845-2372

E-Mail Address: info@mainepowerconpany.com

Maine Public Service____ (Utility)

(Existing Account Number, if generator to be interconnected on the Customer side of a utility revenue meter)

Type of Interconnect Service Applied for (choose one): _____ Network Resource, _____ Energy Only, _____ Load Response (no export) ___X ___ Net metering

Section 2. Generator Qualifications

Data apply only to the Small Generating Facility, not the Interconnection Facilities.

Energy Source: X_ Solar Wind Hydro Hydro Cype (e.g. Run-of-

River):

Diesel ____ Natural Gas ____ Fuel Oil ____ Other (state type)

Prime Mover: Fuel Cell Recip. Engine Gas Turb. Steam Turb. Microturbine PV Other

Type of Generator: _____Synchronous _____Induction _____ Inverter _X___

Generator Nameplate Rating: _5000 _____kW (Typical) Generator Nameplate kVA: _5000 ____

Interconnection Customer or Customer-Site Load: _____ kW (if none, so state)

Typical Reactive Load (if known): _____

Maximum Physical Export Capability Requested: Number of inverters: 9 Max. DC power : 45.00 kW

List components of the Small Generating Facility Equipment Package that are currently certified: Equipment Type Certifying Entity

1. SMA Sunny Boy 5000-US Utility Scale Inverter UL1741 (Second Ed.), UL1998, UL1699B, IEEE_1547, FCC Part 15 (Class A & B), CSA C22.2 No. 107.1-2001 2. Solarworld Sunmodule SW245 IEC 61215, IEC 61730 Application Class A, UL 1703, UL790 Class C, UL US listed 10SE 3.

4.

...

5.

Is the prime mover compatible with the certified protective relay package?

____Yes ____No

Generator (or solar collector)

Manufacturer, Model Name & Number: Solarworld Sunmodule SW245 Version Number: SW 245 Mono Black version 2.0 Nameplate Output Power Rating in kW: (Summer) 0.245 (Winter) 0.245 Nameplate Output Power Rating in kVA: (Summer) 0.244 (Winter) 0.244 Individual Generator Power Factor Rated Power Factor: Leading: _____Lagging: _____ Total Number of Generators in wind farm to be interconnected pursuant to this Interconnection Request: _____Elevation: ____Single phase ___Three phase ____ Inverter Manufacturer, Model Name & Number (if used): ______ List of adjustable set points for the protective equipment or software: ______Note: A completed Power Systems Load Flow data sheet must be supplied with the Interconnection Request.

Small Generating Facility Characteristic Data (for inverter-based machines)

Max design fault contribution current:

Instantaneous or RMS?

Harmonics Characteristics:

Start-up requirements:

Small Generating Facility Characteristic Data (for rotating machines)

RPM Frequency: ____

(*) Neutral Grounding Resistor (If Applicable):

Synchronous Generators:

Direct Axis Synchronous Reactance, Xd:	P.U.	
Direct Axis Transient Reactance, X' d:	P.U.	
Direct Axis Subtransient Reactance, X" d: _		_P.U.
Negative Sequence Reactance, X2:	P.U.	
Zero Sequence Reactance, X0:	P.U.	
KVA Base:	-	
Field Volts:		
Field Amperes:		

Induction Generators:

Motoring Power (kW):

I ² t or K (Heating Time Constant):
Rotor Resistance, Rr:
Stator Resistance, Rs:
Stator Reactance, Xs:
Rotor Reactance, Xr:
Magnetizing Reactance, Xm:
Short Circuit Reactance, Xd":
Exciting Current:
Temperature Rise:
Frame Size:
Design Letter:
Reactive Power Required In Vars (No Load):
Reactive Power Required In Vars (Full Load):
Total Rotating Inertia, H: Per Unit on kVA Base

Note: Please contact the T & D Utility prior to submitting the Interconnection Request to determine if the specified information above is required.

Excitation and Governor System Data for Synchronous Generators Only

Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

Section 3. Interconnection Facilities Information

Will a transformer be used between the generator and the Point of Common Coupling? X Yes _____No Will the transformer be provided by the Interconnection Customer? _____Yes X No

Transformer Data (If Applicable, for Interconnection Customer-Owned Transformer):

Is the transformer: _____single phase _____three phase? Size: ______kVA
Transformer Impedance: _____percent on _____kVA Base

If Three Phase:

Transformer Primary: _____ Volts _____ Delta ____ Wye _____ Wye Grounded

Transformer Secondary: _____ Volts _____ Delta _____ Wye ____ Wye Grounded

Transformer Tertiary: _____ Volts _____ Delta ____ Wye ____ Wye Grounded

Transformer Fuse Data (If Applicable, for Interconnection Customer-Owned Fuse):

Attach copy of fuse	manufacturer's	Minimum Melt and Total	Clearing Tir	ne-Current Curve	S
Manufacturer:		Type:	Size:	Speed:	
Interconnecting Cir	cuit Breaker (if	applicable):			
		Type:			
		rrupting Rating (Amps):		p Speed (Cycles):	
Interconnection P	rotective Relay	s (If Applicable):			
If Microprocessor-((IT Applicable).			
List of Functions an	nd Adjustable Se	etpoints for the protective	equipment or	software:	
Setpoint Fu	inction	Minimum		Maximum	
1					
2					
3					
4					
5					
6			į		
If Discrete Compor	nents:				
Enclose Copy of an	y Proposed Tim	e-Overcurrent Coordinati	on Curves		
Manufacturer:	Type:	Style/Catalo	og No.:	P	roposed Setting:
Manufacturer:	Type:	Style/Catalo	og No.:	Р	roposed Setting:
Manufacturer:	Type:	Style/Catalo	og No.:	Р	roposed Setting:

Page 5 of 7

Manufacturer:	Туре:	Style/Catalog No.:	Proposed Setting:
Manufacturer:	Туре:	Style/Catalog No.:	Proposed Setting:

Current Transformer Data (If Applicable):

Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves Manufacturer: Type: Accuracy Class: Proposed Ratio Connection: _____ Manufacturer: Type: Accuracy Class: Proposed Ratio Connection: ____

Potential Transformer Data (If Applicable):

Manufacturer: Type: Accuracy Class: Proposed Ratio Connection: _____ Manufacturer: Type: Accuracy Class: Proposed Ratio Connection: _____

Section 4. General Information

Enclose copy of site electrical one-line diagram showing the configuration of all Small Generating Facility equipment, current and potential circuits, and protection and control schemes. This one-line diagram must be signed and stamped by a licensed Professional Engineer if the Small Generating Facility is larger than 50 kW.

Is One-Line Diagram Enclosed? <u>X</u> Yes No

Enclose copy of any site documentation that indicates the precise physical location of the proposed Small Generating Facility (e.g., USGS topographic map or other diagram or documentation).

Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address)

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

Is Available Documentation Enclosed? ____Yes X No

Page 6 of 7

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

Are Schematic Drawings Enclosed? ____Yes X No

Section 5. Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in the Interconnection Application is true and correct. I also agree to install a Warning Label provided by (utility) on or near my service meter location. Generating systems must be compliant with IEEE, NEC, ANSI, and UL standards, where applicable. By signing below, the Applicant also certifies that the installed generating equipment meets the appropriate preceding requirement(s) and can supply documentation that confirms compliance.

Signed:	
Printed: _Richard Simon	
Title: _General Partner_	
Date:10-11-12	

Section 6. Information Required Prior to Physical Interconnection

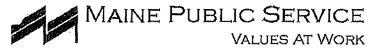
(Not required as part of the application, unless available at time of application.)

Installing Electricia	an:		Firm:	
License No.:				
Mailing Address:		<u>N</u> .		
City:	_ State:	Zip Code:	Telephone:	
Installation Date:				
Interconnection Da	nte:			
Signed (Inspector -	if required):			
Date:				

(In lieu of signature of Inspector, a copy of the final inspection certificate may be attached)

Attachment "B"

11/2112



Signing Authority Audit Sheet

Required for approval of all legal documents under EMERA's Standards for Business Conduct

DADL State Market and State	11/01/2012
ORIGINATIOR	Carli Simon-Cleaves Load Profile Assistant
Nomenultus Signature abion das assessments and an annual second	760-2389
NAMID OD CONTRACTOR 25 25 25	Customer Net Billing Agreement (for a qualifying facility of 660 KW or less) and
white contraction in the second se	Interconnection Agreement (facilities of 100 KW or less)
ANDERDREPKS STORENDA DRACCOLOAND DRAPK (RADAV	
And Marcell managements in a stranding on the little	Loring Solar One, LLC
FullDerelineme of the recording of other states of the second s	
រាល់វាល់សេរជា៤៩សូរជានាំពេលស្រ	
mildevillentsontiotsmetetlegationity	Maine Public Service Company
	Effective: User Interespection Operation
DEDNATO ECCONDRACCION BECCONCIDECENDESSOR	Effective: Upon Interconnection Completion
JEARCONNECCIONCENDIN/ACCES	Expiry: Interconnect – No Expiry, NEB
SIMEMOCICOLOGORMIRACCHE	Customer Net Energy Billing Agreement and an Interconnection Agreement
dixidiantifontoitile. I service a service serv	
geoorde/kepaniees/kobilitentitonesticolinge ========	Agreements related to the interconnection of customer-owned generating
talegnico/providentby/vicS/Unitertite Conduct.org/in/claterin/in/orthone-	facilities of 10 kW and les to the Maine Public Service power system and to net
	the generation of that facility against the customer's usage on stated Maine
nnouclocatic activity of a second	Public Service accounts which is maintained through our billing department.
MUSICollary due commitmente esta est	
A STANDESS CONSELECTION STAND	This interconnection would be the first shared ownership configuration for MPS
Describentie/democraticiture of the work.	Loring Solar is constructing Solar Panels near Loring Development Authority
ste MRS mino concrete man a daton.	(LDA). LDA is leasing equipment for generation to two customer accounts.
KINTIORMS 2010 Contract of the	
elevelandion oblevico mathematica de esta a construction de la construcción de la cons	,
one nemaline as representations	

No work should commence prior to execution of any contract governing that work.

ROUTING/REY anta Executive/Senior Management Team Sponsor Regulatory Avifairs Department Approval Legal Officer/Approval

DATE:

 $\frac{11 - 1 - 2012}{\frac{11/24}{200}}$

PLEASE NOTE: Once Agreement has been reviewed and routing completed, please return to Originator.

Rev. 04/26/11



Route Sheet

Customer Generation Agreement Contract Information Form

Date: Subject:	11/01/2012 Customer Generation Agreement for Loring So	lar One, LLC TD #423822
Action:	Routing and Signoff (Signoff on this form market responsible for impacts within their int	
	Department (Contact):	Signoff & pass on to next name on list:
To:	Technical Services (Mike Brown)	See attached email
	Transmission & Rates (Mike Eaton)	See attached email
	Customer Service (Rick Williams)	See attached email
	Field Operations (Stan Hartin)	See attached email
	Engineering (Dan Lee)	See attached email
	Net Energy Billing (Gina LeBlanc)	See attached email
Return:	Carli Simon-Cleaves, Operations Center (File	») (Kill; S)mor (Verseer
Customer Info:	Name: Loring Development Authority Account #: <u>4238822</u> Rate Class: <u>C</u> Generation Equipment: Size: <u>45kW</u> Type: <u>Solar</u> Manufactured/Model: <u>Solarworld Summ</u>	acdule SW245
Term:	Effective Date:TBDTermination Date:No Applicable	
Regulatory: Upgrade/Study	Per MPUC Chapter 313 Status: Study Required: Y/N <u>N/A</u> Upgrade Required: Y/N N/A	
Please photoco	py the attached contract for your file.	
Thank you.		

Certificate of Completion See note below

Installation Information

Check if owner-installed 🗹		4	0 (-
Interconnection Customer: Loking So	lar ()	Mul Contact Pers	on: Kichard Simon
Mailing Address: 598 Augusta Rd	Wasi	unaton ME 0	4574
Location of Small Generator Facility (if differ			
Loging Development Authority of Mi	ame	154 Develop	ment Dr. Surle F
City: Umeslan	State:	maine	Zip Code: 04750
Telephone (Daytime): 207 - 845-lel 00		(Evening):	
Facsimile Number: 207-845-2372		E-Mail Address: ncl	remain power company . com
Electrician		0	
The Laipie	~	iny: County	Clatic
Name John Lajole	Compa	iny: <u>Journy</u>	Ciedric
Mailing Address: 125 Wilson St.		<u> </u>	
City: VAN Buren	State:		Zip Code: 04785
Telephone (Daytime): 498 - 8231		(Evening):	and the second
Facsimile Number: 207-498-8719	0	E-Mail Address:	
License number: <u>MS 6001687</u>	8		
Application ID number:			7)# 423822
Electrical Inspection meter number	13	110/19/6	
Electrical inspection Meter Mumber	10	462 411 20	
The system has been installed and inspecte	d in cor		
Local Electrical Wiring Inspector Signature:			The second s
Name (printed):			Date:
*** (Attach signed electrical inspection)			
Utility Inspection			
T & D Utility waives Witness Test? Yes □ T & D Utility has inspected and approves int	No 🖍 erconne	ection? Yes No	
If no, please briefly explain:			
T & D Utility Signature: Terence L	Hal	4	
Title: Lead Worker Tech - Servi	cr d		
Name (printed). Jerrance L. Hale		Date:	1-17-13
Final Approval of Interconnection Agreer	nent		

The Certificate of Completion has been received and final approval to interconnect the Small Generation Small Generator Facility is granted under the Standard Small Generator Interconnection Rule.

T & D Utility Signature:	Milla Et	
Title:	MANAGER OF BATE	5
Date:	1-21-13	

Note: Local code officials may be unwilling to sign this form if it is not typically used in their approval process. In those cases, this certificate should be supplanted with evidence of local code official approval as is the current local practice.

MPUC Chapter 324 CERTIFICATE OF COMPLETION.doc