

STATE OF NEW HAMPSHIRE
BEFORE THE
NEW HAMPSHIRE DEPARTMENT OF ENERGY

DOE DOCKET NO. CPT 2024-005

Kearsarge Solar LLC, ReWild Renewables, LLC, and Lodestar Energy LLC

v.

Public Service Company of New Hampshire and Eversource Energy Service Company

PLAINTIFFS' MOTION FOR LEAVE TO AMEND COMPLAINT

Kearsarge Solar LLC, through its attorneys, BCM Environmental & Land Law, PLLC, ReWild Renewables, LLC, *pro se*, and Lodestar Energy LLC, *pro se*, (together, the "Plaintiffs"), respectfully move to amend as follows:

1. As Eversource noted in its April 22, 2024 response, undersigned counsel and counsel for Eversource exchanged emails about N.H. Admin R. PUC 904 through 908 not applying to the twenty-eight projects at issue in this case.

2. Accordingly, to formally correct the record, Plaintiffs move, pursuant to N.H. Admin. R. 203.10, to amend their Complaint to clarify their allegations with respect to the N.H. Admin R. PUC 900 rules, in accordance with information Plaintiffs previously provided Eversource.

3. Pursuant to N.H. Admin. R. 203.10(a)(1) and other applicable laws, Plaintiffs have provided Eversource, and all other persons on the service list, notice of this request.

4. Because this matter is in the beginning stages and ambiguity exists as to the Plaintiffs' allegations, amendment will encourage just resolution and will not encourage any undue delay. N.H. Admin. R. 203.10(a)(2).

5. Procedurally, Plaintiffs would not object if Eversource either is not required to respond further upon amendment of the Complaint or is given an opportunity to respond further upon amendment of the Complaint.

6. Amendment would narrow the scope of the proceedings by eliminating any ambiguity in the allegations and asserting a smaller set of rules violations than previously asserted. N.H. Admin. R. 203.10(b).

7. The New Hampshire Supreme Court has found that “liberal amendment of pleadings is permitted unless the changes would surprise the opposing party, introduce an entirely new cause of action, or call for substantially different evidence.” *Dent v. Exeter Hosp., Inc.*, 155 N.H. 787, 796–797 (2007) (citation omitted).

8. As noted, Plaintiffs previously provided this information, so no surprise results, and no entirely new causes of action or substantially different evidence would be called for if amendment is allowed.

9. The amended complaint is attached as **Exhibit A**, and a comparison version showing the changes from the original to the amended complaint is attached as **Exhibit B** for convenience.

10. Counsel for the Defendants does not assent to this Motion.

WHEREFORE, the Plaintiffs respectfully request that the Department:

- A. Allow the Plaintiffs to Amend their Complaint; and
- B. Grant such and further relief as may be just.

Respectfully submitted,

Kearsarge Solar LLC

By its Attorneys,

BCM Environmental & Land Law, PLLC

Dated: May 6, 2024

/s/ Amy Manzelli, Esq.

By: Amy Manzelli Esq. (17128)

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ReWild Renewables, LLC, *pro se*

Dated: May 6, 2024

By: /s/ Matt Doubleday

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Lodestar Energy LLC, *pro se*

Dated: May 6, 2024

By: /s/ Oliver Sandreuter

Oliver Sandreuter

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CERTIFICATE OF SERVICE

I hereby certify that on this date I had a copy of the foregoing forwarded electronically to all other parties on the service list in the matter.

Dated: May 6, 2024

/s/ Amy Manzelli, Esq.

Amy Manzelli, Esq.

STATE OF NEW HAMPSHIRE
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DOE DOCKET NO. 2024-_____

Kearsarge Solar LLC, ReWild Renewables, LLC, and Lodestar Energy LLC

v.

Public Service Company of New Hampshire and Eversource Energy Service Company

AMENDED COMPLAINT

[Kearsarge Solar LLC](#), through its attorneys, BCM Environmental & Land Law, PLLC, [ReWild Renewables, LLC](#), *pro se*, and [Lodestar Energy LLC](#), *pro se*, (together, the “Plaintiffs”) complain pursuant to RSA 365:1 and N.H. Admin. R. Puc 202.01(f), against Public Service Company of New Hampshire, dba Eversource Energy, and Eversource Energy Service Company (together, “Eversource” or “Defendants”) (collectively, the “Parties”). As demonstrated throughout this complaint, despite Plaintiffs’ timely payments of interconnection fees Eversource required, Eversource continues to delay interconnection of solar projects to the grid. These solar projects are precisely the distributed, renewable energy generation state law highlights as key for New Hampshire’s statewide energy security and for reducing carbon emissions.

At base, Eversource’s delays violate state laws. But also, Eversource’s delays cause a cascade of costly damages, not only to Plaintiff renewable energy companies, but also to New Hampshire landowners through foregone lease revenues and to host communities through foregone property tax revenues. The delays prevent municipalities and other public entities from accessing energy savings and keep local construction and electrical businesses from beginning construction projects worth tens of millions of dollars and deny New Hampshire the greenhouse gas reductions these clean energy solar projects will provide. As shown on the infographic, over the past nineteen months, Plaintiffs have begun development of twenty-eight solar projects

EXHIBIT A TO PLAINTIFFS’
MOTION FOR LEAVE TO
AMEND COMPLAINT

across Eversource territory that remain stuck in the Eversource queue, exactly zero of which have been able to interconnect with the grid, primarily because of Defendants’ delays. Based on Defendants’ own guidance, Defendants should have made meaningful progress on every system impact study for these projects and issued interconnection agreements for many of these projects—but they have failed to do so despite doing so being entirely achievable and Eversource being able to do so in other states where Eversource operates.

Application Filed	Application Deemed Complete	System Impact Study Agreement Received	Feasibility Report and System Impact Study Received	Interconnection Agreement Executed
<ul style="list-style-type: none"> •T5156 •D1320 •D1329 •D1340 •D1342 •D1335 •D1330 •D1334 •D1369 •D1374 •D1372 •D1351 •D1431 •D1430 •D1428 •D1429 •D1490 •D1484 •D1438 •ESNH-00545 •ESNH-00512 •D1391 •D1405 •D1422 •D1434 •D1392 •D1420 •D1491 •HISTNH-19111 •HISTNH-19092 	<ul style="list-style-type: none"> •T5156 •D1320 •D1329 •D1340 •D1342 •D1335 •D1330 •D1334 •D1369 •D1374 •D1372 •D1351 •D1431 •D1430 •D1428 •D1429 •D1490 •D1484 •D1438 •ESNH-00545 •ESNH-00512 •D1391 •D1405 •D1422 •D1434 •D1392 •D1420 •D1491 	<ul style="list-style-type: none"> •T5156 •D1320 •D1329 •D1340 •D1342 •D1335 •D1330 •D1334 	<ul style="list-style-type: none"> •T5156 	

July 25, 2022:
First project submitted



March 18, 2024:
Zero interconnection agreements executed

PARTIES

1. Kearsarge Solar LLC is a limited liability company incorporated pursuant to the laws of the Commonwealth of Massachusetts with a principal place of business at 1380 Soldiers Field Road, Suite 3900, Boston, Massachusetts 02135 (“Kearsarge”).
2. ReWild Renewables, LLC is a limited liability company incorporated pursuant to the laws of the State of New Hampshire with a principal place of business at 47 Bow Street, Portsmouth, New Hampshire 03801 (“ReWild”).
3. Lodestar Energy LLC is a limited liability company incorporated pursuant to the laws of the State of Connecticut with a principal place of business at 40 Tower Lane, Suite 201, Avon, Connecticut 06001 (“Lodestar”).
4. Plaintiffs are renewable energy companies which engage in project development, finance, and holding, and have been operating in New Hampshire since at least 2018.
5. Public Service Company of New Hampshire is a corporation formed pursuant to the laws of the State of New Hampshire having its principal place of business at 780 N. Commercial Street, Manchester, New Hampshire 03103 (“PSNH”).
6. Eversource Energy Service Company is a corporation formed pursuant to the laws of the State of Connecticut with principal places of business at 56 Prospect Street, Hartford, Connecticut 06103 and 800 Boylston Street, 17th Floor, Boston, Massachusetts 02199.
7. Defendant Eversource Energy Service Company (“Eversource”) is a publicly traded, Fortune 500 energy company headquartered in Hartford, Connecticut and Boston, Massachusetts and is New Hampshire’s largest electric utility.
8. Defendant Eversource acquired Defendant PSNH, previously the largest public utility in New Hampshire, in 1992.

JURISDICTION

9. The Commission and Department have jurisdiction in this matter pursuant to RSA 365:1, N.H. Admin. R. Puc904.05(r); 908.04(b) and Chapter Puc 200.

FACTS COMMON TO COUNTS

Statutory Backdrop Enabling Renewables

10. The General Court of New Hampshire has repeatedly recognized through several statutes the importance of developing small-scale, renewable energy sources—precisely the projects Plaintiffs propose—for Granite Staters.

11. For example, in the declaration of purpose of *the* foundational act, the Limited Electrical Energy Producers Act (the “Act”), the legislature emphasizes both energy independence and renewable generation, stating:

It is found to be in the public interest to provide for small scale and diversified sources of supplemental electrical power to lessen the state’s dependence upon other sources which may ... be uncertain. It is also found to be in the public interest to encourage and support diversified electrical production that uses indigenous and renewable fuels and has beneficial impacts on the environment and public health. ... [N]et energy metering for eligible customer-generators may be one way to provide a reasonable opportunity for small customers to choose interconnected self generation, encourage private investment in renewable energy resources, stimulate in-state commercialization of innovative and beneficial new technology, enhance the future diversification of the state's energy resource mix, and reduce interconnection and administrative costs.

RSA 362-A:1.

12. Indeed, in the Act, the legislature expressly states at RSA 362-F:1 it is “in the public interest to *stimulate investment in low emission renewable energy* technologies in New England and, in particular, New Hampshire.” (Emphasis added.)

13. Accordingly, in 2021, the General Court established the Department of Energy and mandated it to “expand upon the state government’s efficiency programs *to ensure that the*

state is providing leadership on energy efficiency and sustainable energy including reduction of its energy use and fuel costs.” RSA 12-P:2, VI (emphasis added).

Process to Interconnect to the Electrical Distribution Grid

14. Solar projects like those Plaintiffs develop, own, and operate cannot function without interconnection to the electrical distribution grid, and with respect to Defendants, that would be via one of Eversource’s approximately 53 bulk substations.

15. That is why companies like Plaintiffs, including Plaintiffs, pay good money to Eversource for system impact studies, up to \$75,000 *per project* under five megawatts and nearing \$200,000 *per project* over five megawatts.

16. Plaintiffs rely entirely on utilities like Defendants to process interconnection applications in a timely manner; a justified expectation in exchange for the fees they pay.

17. The interconnection process is governed by laws which Defendants implement through their published Guidelines for Generator Interconnection (“Guidelines”) for companies such as Plaintiffs to follow in their interconnection applications.

18. Eversource holds out its Guidelines as follows on its [New Hampshire interconnection webpage](#), “Specific procedural and technical guidelines related to the size and type of generation must be adhered to when installing a generation project” and then references use of the Guidelines for “AC projects 100 kilowatts capacity,” meaning all twenty-eight projects at issue here.

19. Eversource comprehensively integrates its Guidelines as requirements throughout its process, including them in their “[Information and Technical Requirements, for the Interconnection of DER](#)” and incorporating them into System Impact Study Agreements

(“Eversource shall conduct or cause to be conducted a Distribution System Impact Study in accordance with the Guidelines”).

20. Defendants already take all discretion afforded to them pursuant to the law by requiring all companies to undergo a “pre-application review.”

21. Though none is required by law, the Defendants’ own Guidelines require it. *See* Exhibit A, Guidelines at 6 (“Interconnection Requests will not be processed unless and until the Pre-Application process is complete”).

22. Defendants also include in their Guidelines what information potential applicants must provide and what timelines applicants should expect for responses from Defendants.

23. For example, in Section 5.1, the Guidelines state, “Eversource *shall* make reasonable efforts to meet all time frames provided in these Guidelines; provided, however, that Eversource and the Generator may agree to different time frames. If Eversource fails to meet a deadline provided herein, it shall: (a) notify the Generator; (b) explain the reason for the failure to meet the deadline; and (c) *provide an estimated date by which it will complete the applicable Interconnection procedure in the process.*” Exhibit A, at 12 (emphasis added).

24. Interconnection applications conclude once an applying generator, such as Plaintiffs, and utilities, such as Defendants, execute an interconnection service agreement, which essentially governs the terms and conditions upon which the generator can “plug in” to the grid.

Plaintiffs Enter the New Hampshire Solar Trade

25. Pursuant to, and in reliance on, the New Hampshire legislature’s stated goals and public interests, which are the laws of the State of New Hampshire, and in reliance on Defendants’ Guidelines, years ago Plaintiffs began their entry into the New Hampshire market,

planning and designing their investments in renewable solar energy projects throughout New Hampshire.

26. Plaintiff companies carefully analyze sites to select those with suitable topography and land characteristics for a solar project, and then from those, determine which ones have landowners willing to sell or lease, and which ones have the required zoning and nearby accessways and utility service capabilities.

27. Since July 25, 2022, Plaintiffs have submitted interconnection applications to Defendants for twenty-eight projects—all remain in Eversource's interconnection queue.

28. As is customary, to optimize interconnection upgrades required, Plaintiffs downsize solar projects as a routine matter during the interconnection process (downsizing often can avoid costly upgrades such as transformer replacements) and have done so for some of the twenty-eight projects at issue in this matter.

29. Eversource's inability to efficiently accommodate project downsizing—despite their ability to do so in other states in which they have service territories—is part of Eversource's unresolved problem in handling interconnect applications.

30. Also during the intervening nineteen months since Plaintiffs entered the New Hampshire solar market in reliance on Eversource's Guidelines and New Hampshire's laws, Plaintiffs have submitted interconnection applications and subsequently withdrawn those projects.

31. First, withdrawal of projects from the interconnection queue is quite common; anyone even remotely familiar with commercial development knows many projects are not consummated.

32. But, more importantly, a key driver of failure for many of these projects was the unreasonable interconnection delays Eversource imposed.

33. In spite of the passage of over nineteen months and missing required deadlines, and in spite of the state laws about energy independence and renewable generation, Defendants have not executed one single interconnection service agreement with Plaintiffs for any of the twenty-eight projects.

34. Consequently, none of the twenty-eight projects has been constructed or is operational, and none has benefitted the Granite State with the energy independence or avoidance of carbon emissions lawmakers sought.

35. Currently, Defendants have failed to move twenty projects beyond the step of deeming the interconnection application complete, missing the deadlines to provide Plaintiffs with a System Impact Study Agreement (“SIS Agreement”) for those twenty projects according to Defendants’ own Guidelines. Exhibit A, at 9 (2019).

36. Plaintiffs are not alone; Eversource’s [public queue data](#) shows approximately 449 MW of projects in queue, and of those, 433.5 MW are projects 999 kW and greater.

37. The Plaintiffs in this matter account for approximately 160 MW of those 433.5 MW of projects 999kW and greater, meaning Eversource has an unaddressed problem moving projects sized 999kW and larger through its interconnection queue that extends well beyond the projects at issue here.

38. Defendants published their Guidelines without also adequately equipping themselves to perform in compliance with the terms and conditions of their own Guidelines and/or without discriminating against these projects sized 999kW and larger.

Consequences of Defendants' Unlawful Delays

39. The lengthy interconnection delays Defendants caused have damaged Plaintiffs in myriad ways:

- a. These delays increase the chances that Plaintiffs' development projects will fail.
- b. Lengthy interconnection delays risk site control agreements (leases, options, etc.) with landowners expiring, jeopardize offtaker (dedicated buyers of the net metering credits the projects generate—namely municipalities and other public entities) supply as offtakers decide that they cannot keep waiting and must go another direction, and complicate permitting as land use laws change and approvals risk lapsing for projects which have been permitted.
- c. For each project that fails, Plaintiffs estimate that they will forego approximately \$169,640 per megawatt alternating current in net metering revenue annually over a twenty-year net metering term.
- d. These revenues do not include revenues Plaintiffs would receive from renewable energy certificates, the residual value of projects at the end of their net metering term, or development fees.¹

Exhibit M, Affidavit of Jack Funk; Exhibit N, Affidavit of Robert Lambert; Exhibit O, Affidavit of Everett Tatelbaum.

40. In addition to failing the statutory purposes and damaging the Plaintiffs, Defendants' wrongful delays have also harmed landowners who have leased land to Plaintiffs for their projects by preventing landowners from realizing the full benefits of the agreements with

¹ These revenues discussed in paragraph 30 are gross revenues and do not include any project costs, including development costs, option and lease payments, construction costs, financing costs, municipal and state property tax payments, and operations costs.

Plaintiffs. Exhibit B, Affidavit of Clayton MacDonald; Exhibit C, Affidavit of David Purington; Exhibit D, Affidavit of Kathryn Hanson.

41. Furthermore, Defendants’ wrongful conduct has prevented benefits from reaching the communities where Plaintiffs propose their projects.

42. Plaintiffs have at least 160 megawatts worth of projects in the queue and during each year of operation, Plaintiffs projects will generate enough energy to offset fossil fuel use that otherwise would produce approximately 435.52 million pounds of carbon dioxide per year. *See infra* EPA’s Greenhouse Gas Equivalencies Calculator for 1 megawatt.

43. These avoided carbon dioxide emissions are equivalent to:
- a. powering 26,240 residential homes per year;
 - b. the annual emissions produced by 47,840 passenger vehicles; and
 - c. the annual carbon sequestered by 1,468 acres of U.S. forest. *Id.*

44. Over the course of twenty years, these 160 megawatts of projects will generate enough energy to avoid approximately 8.864 billion pounds of carbon dioxide. *Id.*

Environmental Impact	Construction	Yearly	Over 20 Years	
Electricity for # Houses		158	3,160	Homes' energy use
Green House Gas Emissions:				
Vehicles removed for the road		280	5,600	Gasoline-powered passenger vehicles driven
CO2 Emissions				
Pounds of CO2 Avoided		2,772,230	55,444,600	
Carbon Sequestering				
Acres of Forest		1,500	30,000	Acres of U.S. forests

Source: EPA's Greenhouse Gas Equivalencies Calculator

45. On top of the loss of access to clean and affordable energy illustrated above, Defendants are taking away the local communities’ opportunities for significant economic benefit.

46. Municipalities could receive up to \$3,500 per megawatt of alternating current in property tax annually through payment in lieu of tax agreements.

47. Those in the construction and electrical trades could earn an estimated \$900,000 per megawatt of alternating current in construction wages.

48. Those in the electrical trade could earn an estimated \$1,276,343 per megawatt of alternating current in facility maintenance wages over a twenty-year term.

49. With at least 160 megawatts in the queue, these projects represent many tens of millions of dollars of lost value to municipalities and workers across New Hampshire.

COUNT I – VIOLATIONS OF PUC 903.01(a)-(e) & STATUTES

50. Plaintiffs reallege and incorporate the above paragraphs as if fully set forth herein.

51. N.H. Admin. R. Puc 900 et seq. generally governs interconnection requirements for “safety, reliability, and power quality for net energy metering *as the public interest requires* ... consistent with the legislative declaration of purpose set forth in RSA 362-A:1.” N.H. Admin. R. Puc 901.01 (emphasis added).

52. This set of regulations is consistent with the state laws discussed above that encourage and, in some cases, require local generation of renewable energy. *See* RSA 12-P:2; RSA 362-A:1; RSA 362-F:1.

53. Specifically, N.H. Admin. R. Puc 903.01 sets forth the following “General Rules, Rights, and Obligations”

- a. “Any distribution utility and any electricity supplier operating within the state of New Hampshire shall, upon request, provide net energy metering to customer-generators pursuant to Puc 900 and RSA 362-A:9.”

- b. “A distribution utility shall comply with Puc 900 in a non-discriminatory manner and *shall not unreasonably withhold its permission to interconnect a customer-generator’s facility.*” (Emphasis added.)
- c. “Any customer-generator who engages in net energy metering in New Hampshire shall comply with Puc 900.”
- d. “A customer-generator shall comply with:
 - i. Applicable commission-approved rules, tariffs, and terms and conditions of the distribution utility not in conflict with Puc 900;
 - ii. Any local, state, or federal law, statute, rule, or regulation which applies to the design, siting, construction, installation, operation, or any other aspect of the customer-generator’s facility and associated interconnection; and
 - iii. Interconnection requirements of the distribution utility as set forth in its tariff on file with the commission.”

54. Defendants have failed to meet these crucial requirements for *nearly all* interconnection applications submitted by Plaintiffs and/or have failed to do what Defendants are required to do to put Plaintiffs in the position to meet these crucial requirements. *See* Exhibit E, Projects Details.

55. In particular, keeping a solar development project on hold for close to two years because Eversource chooses not to invest the resources required to interconnect the solar projects New Hampshire law favors is unreasonably withholding its permission to interconnect.

56. No development gatekeeper in New Hampshire law should be entitled to permit developers of projects that state law specially calls out as needed to wait years before those development projects are even studied, let alone approved to proceed via interconnection.

57. Moreover, these rules establish mandatory duties on the part of Defendants, and with the amount of delay to which Defendants are subjecting Plaintiffs, it is clear Defendants treat their mandatory duties as discretionary.

58. In plain terms, Defendants believe there is no limit on how long Defendants can take to interconnect Plaintiffs' projects.

59. That does not comport with the plain meaning of a mandatory duty or the spirit of the enabling statute to provide renewable, independent energy.

60. In violating these requirements, Defendants are failing New Hampshire laws regarding the importance of developing New Hampshire's energy independence through distributed, renewable energy that also decreases carbon emissions and invests in local landowners and the renewable energy industry.

61. Plaintiffs are entitled to injunctive relief and damages due to Defendants' violations.

COUNT II – VIOLATIONS OF PUC 903.02(a)-(b) & STATUTES

62. Plaintiffs reallege and incorporate the above paragraphs as if fully set forth herein.

63. N.H. Admin. R. Puc 903.02 sets forth certain "statutory and other requirements:

a. Electric distribution utilities shall make net energy metering available to customer-generators, pursuant to RSA 362-A:9 and Puc 900.

i. Eligibility for net energy metering shall be available on a first-come, first-served basis within each distribution utility service area under the jurisdiction of the commission ..."

64. Plaintiffs especially repeat, reallege, and incorporate, paragraphs 54 and 61 from Count I into this Count II.

COUNT IV – BREACH OF CONTRACT

65. Plaintiffs reallege and incorporate the above paragraphs as if fully set forth herein.

66. In the six SIS (System Impact Study) Agreements Plaintiff Kearsarge and Defendants have executed, Defendants included milestone deadlines for completion of the SIS.

67. Defendants have missed every milestone deadline that has passed thus far.

68. Plaintiffs have performed their side of the agreed-upon bargain: they have submitted the required information and paid the required fees.

69. The wrongful delay to Plaintiffs' projects has caused monetary damages.

70. Plaintiffs are entitled to damages and injunctive relief due to Defendants' repeated breaches.

COUNT V – BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING IN CONTRACT PERFORMANCE

71. Plaintiffs reallege and incorporate the above paragraphs as if fully set forth herein.

72. New Hampshire law recognizes that “[i]n every agreement, there is an implied covenant that the parties will act in good faith and fairly with one another.” *Skinny Pancake-Hanover v. Crotix*, 172 N.H. 372, 379 (2019) (quoting *Livingston v. 18 Mile Point Drive*, 158 N.H. 619, 624 (2009)).

73. New Hampshire's jurisprudence on good faith and fair dealing is comprised of a series of doctrines that includes: “limitation of discretion in contractual performance.” *Id.* (citation omitted).

74. The function is to “prohibit behavior inconsistent with the parties' agreed-upon common purpose and justified expectations ... as well as ‘with common standards of decency,

fairness and reasonableness.” *Livingston*, 158 N.H. at 624 (quoting *Richard v. Good Luck Trailer Court*, 157 N.H. 65, 70 (2008)).

75. In the present case, the Parties’ did agree upon common purposes and justified expectations.

76. The SIS Agreements include milestone deadlines, so at least one common purpose and justified expectation of the Parties would be that those milestone deadlines be met.

77. That would especially be the case because the reason any SIS Agreement even materialized in the first place is because the underlying state laws whose express purposes are to bring more renewable projects like these online, and Parties entered into the SIS Agreement with knowledge of those laws.

78. Furthermore, “Among the types of bad faith recognized by courts are evasion of the spirit of the bargain and failure to cooperate in the other’s performance.” *Id.* at 625 (quoting RESTATEMENT (SECOND) OF CONTRACTS § 205 cmt. d at 100 (1981)).

79. Defendants have continuously failed to meaningfully progress Plaintiffs’ projects in a timely fashion despite Plaintiffs’ repeated inquiries and Plaintiffs’ timely payment of all payments due.

80. Plaintiffs are entitled to injunctive relief and damages due to Defendants’ repeated breaches of the implied covenant of good faith and fair dealing in contract performance.

COUNT VI – BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING IN CONTRACT FORMATION BY MISLEADING COMMUNICATION

81. Plaintiffs reallege and incorporate the above paragraphs as if fully set forth herein.

82. New Hampshire's jurisprudence on good faith and fair dealing also includes doctrines that fall into the category of contract formation. *Skinny Pancake-Hanover*, 172 N.H. at 379 (citation omitted).

83. Under the contract formation category, Defendants are obligated to "the traditional duties of care to refrain from misrepresentation and to correct subsequently discovered error, insofar as any representation is intended to induce, and is material to, another party's decision to enter into a contract in justifiable reliance upon it." *Skinny Pancake-Hanover*, 172 N.H. at 379 (quoting *Centronics Corp. v. Genicom Corp.*, 132 N.H. 133, 139 (1989)).

84. Defendants referenced and incorporated the Guidelines in each of the six SIS Agreements they executed with Plaintiffs.

85. However, Defendants have repeatedly failed to meet their own milestone deadlines published in the Guidelines in their dealings with Plaintiffs.

86. The Guidelines require Defendants to provide Plaintiffs with an SIS Agreement no later than fifteen business days after the interconnection application is deemed complete. *See* Exhibit A, at 9.

87. Defendants were late to issue Plaintiffs four out of six SIS Agreements, in some instances by six months.

88. Defendants are overdue to issue Plaintiffs a further twenty SIS Agreements by between two months and over a year.

89. Defendants have further failed to meet most of their milestone deadlines in the SIS Agreements executed with Plaintiffs.

90. Moreover, Defendants have consistently been unable to provide Plaintiffs information about when Plaintiffs might expect to receive their SIS Agreements.

91. Defendants sent Plaintiff ReWild inconsistent information regarding the position of their projects in Defendants' queue for study completion, misleading Plaintiff ReWild about when they should expect their studies to be completed and their projects progressed. *See* Exhibit J, ReWild email dated Jul. 6, 2023 "Follow up – queuing process"; Exhibit I; Exhibit K, ReWild email dated Nov. 3, 2023 "Project Queue/Substation Queue"; Exhibit L, ReWild email dated Jan. 8, 2024 "ReWild projects – Queue position requests."

92. Plaintiffs are entitled to relief and damages due to Defendants' repeated breaches of the implied covenant of good faith and fair dealing in contract formation.

COUNT VII – BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING IN CONTRACT FORMATION BY PUBLISHING GUIDELINES

93. Plaintiffs reallege and incorporate the above paragraphs as if fully set forth herein.

94. By publishing the Guidelines, Defendants induced Plaintiffs to rely on the Guidelines and misled Plaintiffs on the timeliness of project review and responsiveness.

95. Plaintiffs have subsequently wasted time and money pursuing solar projects to interconnect with Defendants' distribution network in New Hampshire and suffered damages.

96. Plaintiffs are entitled to injunctive relief and damages due to Defendants' wrongful conduct.

PLAINTIFFS' DAMAGES

97. Plaintiffs have suffered economic damages and seek recovery from Defendants for the unlawful delays in approvals of their interconnection applications.

98. Due to Defendants' wrongful delay, Plaintiffs have suffered consequential damages and seek recovery from Defendants for all such damages.

99. Defendants' wrongful conduct has forced Plaintiffs to bring legal action to compel Defendants to timely review submitted documents, conduct relevant studies, and approve their interconnection applications.

100. Plaintiffs claim attorneys' and consultants' fees and expenses incurred in connection with this action to enforce Defendants' clear duties to Plaintiffs and Plaintiffs' clearly defined rights.

101. Note on Plaintiffs' requests for relief to follow, Plaintiffs request this relief on behalf of themselves and all similarly situated solar developers applying to interconnect to the grid.

102. Plaintiffs do not seek any special treatment different from any other solar developers in Eversource's interconnection queue, and as such, care has been taken to word the relief requested to not be directed only at Plaintiffs.

REQUESTS FOR RELIEF

WHEREFORE, Plaintiffs respectfully request the Department:

- A. Enter judgment as follows for the Plaintiffs or commence an adjudicative proceeding;
- B. Order Defendants to complete system impact studies for all 999 kW AC+ projects with a filed interconnection application within 75 business days of the judgment;
- C. Order Defendants to complete system impact studies for all such projects first in substation queue position within 45 business days of the judgment;
- D. Order Defendants to file an interconnection tariff that applies to all distribution connected generation for approval by the Public Utilities Commission within sixty business days of the judgment modeled on the Interstate Renewable Energy Council template rules that includes enforceable timelines for the efficient processing of

- interconnection applications with penalties for Defendants' failure to meet said timelines;
- E. Award damages to the Plaintiffs;
 - F. Award Plaintiffs reasonable attorneys' and consultants' costs and fees incurred in bringing this matter; and
 - G. Any other relief deemed just.

Respectfully submitted,

Kearsarge Solar LLC

By its Attorneys,

BCM Environmental & Land Law, PLLC

Dated: March 18, 2024

/s/ Amy Manzelli, Esq.

By: Amy Manzelli Esq. (17128)

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Dated: March 18, 2024

Respectfully submitted,

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Dated: March 18, 2024

STATE OF NEW HAMPSHIRE
BEFORE THE
NEW HAMPSHIRE DEPARTMENT OF ENERGY

DOE DOCKET NO. 2024-_____

Exhibit List

Exhibit A - Guidelines for Generator Interconnection. Exhibit A, Guidelines at 9 (2019).

Exhibit B - Affidavit of Clayton MacDonald

Exhibit C - Affidavit of David Purington

Exhibit D - Affidavit of Kathryn Hanson

Exhibit E - Kearsarge Projects Details

Exhibit I - ReWild email dated Aug. 15, 2023 "ReWild Projects – Deemed Complete?"

Exhibit J - ReWild email dated Jul. 6, 2023 "Follow up – queueing process"

Exhibit K - ReWild email dated Nov. 3, 2023 "Project Queue/Substation Queue"

Exhibit L - ReWild email dated Jan. 8, 2024 "ReWild projects – Queue position requests"

Exhibit M - Affidavit of Jack Funk

Exhibit N - Affidavit of Robert Lambert

Exhibit O - Affidavit of Everett Tatelbaum

EVERSOURCE

NEW HAMPSHIRE

Guidelines for Generator Interconnection

July 2019

Excluding Inverter Based Projects 100 kVA and less

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SECTION 1

1.0 Introduction and Executive Summary

1.1 Introduction

Welcome! These Guidelines have been prepared to assist power-generating customers wishing to interconnect with the Eversource (New Hampshire) Electric Power System (the “EPS”).

Eversource is responsible for the distribution of electric power throughout much of the State of New Hampshire. To carry out its responsibilities to all customers, Eversource must assure that all Generator Interconnections are made according to certain protocols and procedures, which are described in more detail in these Guidelines.

These Guidelines are provided solely as information for the benefit of prospective Generators seeking to interconnect with Eversource’s EPS and are subject to the requirements or limitations contained in Eversource’s tariff, as well as any applicable orders, rules, regulations, or laws.

These Guidelines do not apply to certified inverter-based Generating Facilities of 100 kVA and less. Separate guidelines, entitled “Interconnection Standards for Inverters Sized Up To 100 kVA,” were created for such Generating Facilities.

These Guidelines do not apply to requests to connect to Eversource transmission equipment (115 kV and higher).

To the extent that any information within these Guidelines is, or may be, inconsistent with the New Hampshire Code of Administrative Rules – Chapter Puc 900 (“Net Metering”), or other relevant regulations, then Chapter Puc 900 or the relevant regulation shall apply.

To the extent that any information within these Guidelines is, or may be, inconsistent with the “Net Metering Program Capacity Allocation Procedures” (from NHPUC docket DE 15-271), then the DE 15-271 procedures shall apply.

Generators intending to make an Interconnection are advised to: (i) refer to the “Information and Technical Requirements for the Interconnection of Distributed Energy Resources (DER)”, attached hereto as Exhibit A, for guidance in the design of the Generating Facility and the Interconnection Facility; (ii) consult with Eversource prior to purchase of equipment in connection with the proposed Interconnection; and (iii) contact the Eversource Distributed Generation group (nhdg@eversource.com) to determine where and how to apply. To the extent a prospective Generator has any question on the

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applicability or interpretation of these Guidelines, Generators are advised to contact the Eversource Distributed Generation group (nhdg@eversource.com).

Note regarding Sales of Energy and Capacity and ISO-NE Compliance

Sales of electrical products produced by the Generator are not addressed herein. The Generator is required to act as their own representative in all matters related to ISO-NE. Eversource will work with the Generator, at their specific request, to ensure proper registration of the Generator within the ISO-NE markets. Certain markets require applications and qualification processes with very long lead times (e.g. the capacity market may require registration more than 3 years in advance). The Generator is advised to be informed in how the ISO-NE market rules influence the revenues applicable to individual generators and is advised to hire a knowledgeable ISO-NE consultant, if desired. This document does not address eligibility or options for sales of power to Eversource (i.e. net metering or qualifying facility tariff sales).

1.2 Executive Summary

This Executive Summary provides a quick overview of the Interconnection process and is not meant to replace the more detailed description of requirements contained in the remainder of these Interconnection Guidelines.

The first step of the Interconnection process is to identify under which jurisdiction an Interconnection falls; the Federal Energy Regulatory Commission (FERC) or the State of New Hampshire Public Utilities Commission (NHPUC). Generators that intend to interconnect to the EPS and sell power or ancillary services to a third party, or in the wholesale market may under certain circumstances fall under FERC jurisdiction. State (NHPUC) jurisdictional interconnection applications are administered by Eversource, while FERC jurisdictional applications are administered by the Independent System Operator – New England, Inc. (ISO-NE).

Generators should contact Eversource DG to determine the appropriate jurisdiction for their project. At that time, DG, in consultation with other Eversource and/or ISO-NE staff, will examine the proposed point of interconnection and determine whether the interconnection falls under New Hampshire State jurisdiction or the jurisdiction of the FERC. If the project is FERC jurisdictional, the Generator will be instructed to follow ISO-NE tariff Schedule 22 or Schedule 23 to continue the interconnection process. If the project is State jurisdictional, this document will direct the process.

The jurisdictional determination primarily involves whether the proposed generator will be interconnecting to a Eversource distribution facility that is subject to the ISO-NE tariff. Resolution of that question requires a review, among other things, of other generating resources or wholesale transactions located on the same Eversource distribution facility. In this context, “distribution facility” is interpreted as the entire Eversource electrical

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circuit path all the way back to the transmission-to-distribution substation, and shall include taps off from that circuit that are at similar or lower voltages. If the distribution facility (as defined) already has an interconnected generator that is registered in any ISO-NE administered market, or if the distribution facility supports a FERC-jurisdictional wholesale transaction (e.g. delivery point with the New Hampshire Electric Co-op), then the facility is considered FERC-jurisdictional and, therefore, the proposed new generator must follow the FERC / ISO-NE process. Certain exemptions apply, e.g. generators selling 100% of their output to Eversource (e.g. via net metering tariff) are State jurisdictional.

FERC Jurisdictional Interconnections:

Generators seeking to Interconnect to the EPS whose Interconnections fall under FERC's jurisdiction must submit their application to ISO-NE in accordance with the procedures in the ISO-NE Transmission, Markets and Services Tariff (ISO-NE Tariff), Schedule 22 (for Generators larger than 20 MW) or Schedule 23 (for Generating Facilities up to and including 20 MW). ISO-NE will administer the interconnection process.

State Jurisdictional Interconnections:

The state-jurisdictional Interconnection process begins when a Generator submits a Eversource Generator Interconnection Request (IR) to Eversource. Eversource will review the application and submittals and work with the customer to resolve any discrepancy and obtain any missing information. Eversource will complete the application review within ten (10) Business Days and notify the Generator. **Note: effective January 1, 2015 all projects must submit a Pre-Application form (available on the website) and the applicable fee in addition to submitting the Interconnection Request (IR).** This allows Eversource DG staff the opportunity to prepare an overview of the proposed project, the site, and nearby Eversource distribution circuits to facilitate the scoping meeting and interconnection study process described herein.

Upon completion of the IR review, Eversource will provide a System Impact Study Agreement and an estimate of the costs to complete the Study. Eversource will request that the Generator execute the Agreement within ten (10) Business Days and pay a deposit towards the estimated cost of the Study.

Transmission studies may be required for some Interconnections. Transmission studies must be conducted in accordance with applicable ISO-NE rules and procedures. These Guidelines do not address the transmission studies process required by ISO-NE. The Generator may obtain guidance from the ISO-NE Tariff, Schedule 22 and 23 and Section I.3.9. However, during the Interconnection process, Eversource will provide guidance including information concerning the scope, duration and cost of the transmission studies.

After the System Impact Study (and the Facility Study, if required), Eversource will submit an Interconnection Agreement (IA) to the Generator. The Generator will be required to sign the IA and submit full payment for the estimated costs for upgrades required to

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interconnect the Generating Facility. After the project is interconnected, Eversource will reconcile actual vs. estimated cost and reimburse or invoice the Generator accordingly.

For projects interconnected behind a retail customer meter, the Interconnection Agreement shall be between the retail customer and Eversource.

Additional Process Steps for Generators greater than 1 MW:

Regardless of the Interconnection jurisdiction, each Generator wishing to interconnect a Generating Facility larger than 1 MW must comply with the ISO-NE Planning Procedure 5 (PP5), which is the procedure for a Proposed Plan Application (PPA) under Section I.3.9 of the ISO-NE Tariff. This process must be completed before the Generator may interconnect such Generating Facility. It is important to note that the PPA process is an ISO-NE requirement, even if the Interconnection of such facility falls under state jurisdiction.

While the Generator is ultimately responsible for the PPA application and the associated data to be submitted to ISO-NE, Eversource will provide support to the Generator if the Generator is not a “Governance Participant” (as such term is defined in the Participants Agreement; among ISO-NE and the New England Power Pool) at the time the PPA is submitted to Eversource. Typically, Eversource will file the PPA on behalf of such non-Governance Participant Generator, however, the Generator must assist in the preparation of the filing documents.

Additionally, Eversource will represent such non-Governance Participant Generator in ISO-NE proceedings in accordance with the current ISO-NE rules; provided, however, that such Generator shall remain solely responsible for, among other things:

- (a) the completion of the PPA and the accuracy of the information contained therein,
- (b) the advance payment based on a non-binding good faith estimate of all costs in connection with any required Transmission System Impact Study, and
- (c) the payment of all costs associated with transmission upgrades identified through the ISO-NE approval process.

Each non-Governance Participant Generator wishing to interconnect a Generating Facility larger than 1 MW must read and be familiar with PP5, Section I.3.9 of the ISO-NE Tariff and other relevant ISO-NE guidance on the PPA process. Further, such non-Governance Participant Generator can communicate directly with ISO-NE to seek assistance concerning the applicable PPA requirements and associated issues.

Governance Participants are responsible for filing their own PPA with the ISO-NE and representing themselves regarding all ISO-NE proceedings.

SECTION 2

2.0 Pre-Application

2.1 Eversource DG will serve as the primary point of contact for all Interconnections. Copies of these Guidelines, information and forms can be obtained from Eversource DG.

2.2 Eversource Distributed Generation group can be contacted:

by phone: 1-603-634-2931; or
by email: nhdg@eversource.com
by mail or courier:

Eversource - Distributed Generation
P.O. Box 330
Manchester, NH 03105-0330

2.3 During the initial contact(s) with DG, the Interconnection Customer (IC or Generator) will be educated about the Eversource interconnection process and offered, either via email or link to the DG webpage, a copy of: 1) these Guidelines for Generator Interconnection; 2) the Information and Technical Requirements for DER (Exhibit A); 3) the Eversource Standard Interconnection Agreement (Exhibit B or B-1, as applicable); and 4) other procedures, forms or guidelines relevant to the process.

2.4 The IC shall submit a pre-application form (posted on the website) to request information about the EPS in the area of the proposed generator. Eversource DG will review the nearby circuits, substations, etc. and may conduct a brief meeting with Eversource System Planning and/or Eversource Distribution Engineering. DG may discuss with the IC, in general terms, the feasibility of the proposal and the types of system upgrades that may be required. Eversource reserves the right to charge a fee for pre-application reviews. More significant study efforts are discussed below.

Note: DG will only provide interconnection information, whether informal or through detailed studies, for specific generator proposals at specific generator locations.

SECTION 3

3.0 Application

3.1 Applicability

- 3.1.1 These Guidelines are applicable to Interconnection Requests for Generating Facilities which fall under NHPUC jurisdiction. Generators unsure as to whether the proposed Interconnection is subject to these Guidelines should contact the Eversource DG group. To the extent that the requirements of this section are, or may be, inconsistent with the New Hampshire Code of Administrative Rules – Chapter Puc 900 (“Net Metering”) or other relevant regulations, or with relevant orders or directives of the NHPUC, then the NHPUC’s regulations, orders or directives shall apply.
- 3.1.2 Requests for Interconnection received by Eversource shall be processed as follows:
- 3.1.2.1 A request to interconnect a certified inverter-based Generating Facility no larger than 100 kVA shall be evaluated under the “Guidelines for Certified Inverter Based Generating Facilities, 100 kVA and Less” and in accordance with the applicable provisions of the Chapter Puc 900 of the NH PUC rules (“Net Metering for Customer-Owned Renewable Energy Generation Resources of 1,000 Kilowatts or Less”).
- 3.1.2.2 All other requests shall be evaluated under the Study Process (Section 4), as applicable.

3.2 Interconnection Request

- 3.2.1 Prior to making an Interconnection Request, Generators should contact Eversource DG to determine where to apply. If an Interconnection Request is sent to Eversource in error (*e.g.*, FERC jurisdiction) Eversource will return such Interconnection Request to the Generator and direct the Generator to apply via ISO-NE.
- 3.2.2 Interconnection Requests will not be processed unless and until the Pre-Application process is complete.
- 3.2.3 An Interconnection Request must be in the form of Attachment I, and addressed to the appropriate Eversource DG contact. The Interconnection Request form may be updated from time-to-time. The latest version will be available on the Eversource website.
- 3.2.4 Within ten (10) Business Days of the receipt of the Interconnection Request, Eversource shall notify the Generator if such Interconnection Request is incomplete. The Generator will have fifteen (15) Business Days from the date of such notice to submit the listed information

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or to request an extension of time to provide such information. If the Generator does not provide the listed information or a request for an extension of time within such fifteen (15) day period, then the Interconnection Request will be deemed withdrawn, and such deemed withdrawal shall be subject to Section 3.7. An Interconnection Request will be deemed complete upon receipt of the listed information by Eversource.

3.3 Insurance Requirements

Generators interconnecting a Generating Facility to the EPS of Eversource shall maintain general liability insurance in the amounts set forth in the following table, per Interconnection at all times during the Interconnection. This requirement shall be incorporated into the Interconnection Agreement (see Exhibit B or B-1 for detailed insurance requirements). Prior to interconnection, the Generator shall have its insurer furnish to Eversource certificates of insurance evidencing the required insurance coverage.

If the requirements of this section are inconsistent with the New Hampshire Code of Administrative Rules – Chapter Puc 900 (“Net Metering”), then Chapter Puc 900 shall apply.

Liability Insurance	
Nameplate Rating*	Minimum Liability Insurance Required
Not Greater than 500 kW	\$1,000,000
Greater than 500 kW	\$3,000,000

*All Nameplate Ratings are based on aggregate generation at the site.

3.4 Modification

Any modification to machine data, equipment configuration or the Interconnection site not agreed to in writing by Eversource may be deemed a withdrawal of the Interconnection Request. In the event of a deemed withdrawal, the provisions of Section 3.7 shall apply.

3.5 Site Control

Documentation evidencing site control must be submitted with the Interconnection Request. Site control may be demonstrated through:

- 3.5.1 Ownership of, a leasehold interest in, or a right to develop a site for constructing the Generating Facility;
- 3.5.2 An irrevocable option to acquire any of the property rights set forth in Section 3.5.1; or

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3.5.3 An exclusivity or other business relationship between the Generator and an entity having the right to sell, lease, or grant the Generator the right to possess or occupy a site for such purpose; or

3.5.4 Filed applications for required permits with respect to a site on Federal or State property.

3.6 Queue Position

3.6.1 Eversource shall assign to each project a queue position based upon the date that the Interconnection Request is deemed complete. The queue position of each Interconnection Request will be used to determine the cost responsibility for any EPS upgrades necessary to accommodate the Interconnection.

3.7 Withdrawal

3.7.1 The Generator may withdraw its Interconnection Request at any time by written notice of such withdrawal to Eversource.

3.7.2 In addition, if the Generator fails to adhere to all requirements of these Guidelines, subject to Section 3.7.3, Eversource shall deem the Interconnection Request to be withdrawn and shall provide written notice to the Generator of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal.

3.7.3 Upon receipt of such written notice, if the Generator wishes to dispute the withdrawal notice, the Generator shall have fifteen (15) Business Days in which to respond with information or actions that cure the deficiency.

3.7.4 Withdrawal of an Interconnection Request shall result in the loss of queue position assigned to such Interconnection Request.

3.7.5 If a Generator disputes such withdrawal and loss of queue position, then the Generator's Interconnection Request shall be removed from the queue until such time that the outcome of the dispute restores its queue position.

3.7.6 Within thirty (30) days following a withdrawal, a Generator that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to Eversource and any Affected Parties all costs prudently incurred with respect to such Interconnection Request prior to the receipt of notices described Section 3.7.1 or 3.7.2.

3.7.7 A Generator (including affiliates) who fails to pay all monies due pursuant to Section 3.7.6 shall not be eligible to obtain any Interconnection Study reports or submit subsequent Interconnection Requests.

SECTION 4

4.0 Study Process

4.1 Applicability

The Study Process shall be used by a Generator proposing to interconnect its Generating Facility with the Distribution System if the Generating Facility is either non-inverter based or is inverter based and greater than 100 kVA.

4.2 Scoping Meeting

- 4.2.1 At the request of the Generator or Eversource, a Scoping Meeting shall be scheduled within ten (10) Business Days after the Interconnection Request is deemed complete, or as otherwise mutually agreed to by the Parties. Eversource, the Generator and any Affected Party(ies) will bring to the meeting personnel, including system engineers, and other resources as may be reasonably necessary to accomplish the purpose of the meeting.
- 4.2.2 The purpose of the Scoping Meeting is to discuss the Interconnection Request, review the appropriate jurisdiction for application submittal (if required), and review whether the proposed project will require a corresponding Transmission System Impact Study to be performed and to review existing studies relevant to the Interconnection Request. At the Scoping Meeting, the Parties shall discuss the scope of the Distribution and Transmission System Impact Studies.
- 4.2.3 Eversource shall provide the Generator, no later than five (5) Business Days after the scoping meeting, the appropriate System Impact Study agreement(s) including an outline of the scope of such System Impact Study and a non-binding good faith estimate of the cost to perform such System Impact Study. The form of System Impact Study Agreement (SISA) is attached hereto as Attachment II (and may change from time-to-time). The Generator must return the executed System Impact Study Agreement and associated deposit within fifteen (15) Business Days.
- 4.2.4 The SISA cost estimate may be based on a rough estimate of vendor costs. Once the SISA is executed and the deposit received, Eversource will obtain a project-specific study proposal and associated vendor quote. Should the quote differ significantly from the original SISA estimate, the SISA may be amended.

SECTION 4

4.3 System Impact Studies

- 4.3.1 The System Impact Studies shall (a) identify and detail the adverse EPS impacts that would result if the proposed Generating Facility were interconnected without project modifications (e.g. specific protection and control features) or electric system modifications, and/or (b) study potential impacts, including but not limited to those identified in the Scoping Meeting.
- 4.3.2 A payment of 100% of the good faith estimated System Impact Study costs shall be required from the Generator prior to initiation of the System Impact Studies. The scope of and cost responsibilities for the System Impact Study are more fully described in the System Impact Study Agreement (Attachment II), which may change from time-to-time.
- 4.3.3 Any Affected Parties shall be invited to participate in the System Impact Studies and provide information necessary or helpful to complete the System Impact Studies.
- 4.3.4 If the System Impact Study identifies that additional facilities and/or upgrades to the EPS are required, the review process shall proceed to the Facility Study. Eversource shall provide the Generator, no later than five (5) Business Days after delivery of the System Impact Study results, a Facility Study Agreement in the form of Attachment III, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.
- 4.3.5 If the System Impact Study shows that no additional facilities or EPS upgrades are necessary such that a Facility Study is not required; or if Eversource determines that the System Impact Study has adequately specified the additional facilities or EPS upgrades, the Facility Study shall be waived and an Interconnection Agreement shall be provided to the Generator for execution within five (5) Business Days after the delivery of the System Impact Study results. The Generator must return the executed Interconnection Agreement within thirty (30) Business Days.

Note: The Facility Study may also be waived if the Parties mutually agree that final design and engineering (and associated cost estimation) of interconnection facilities and EPS upgrades can be accomplished under the terms of the Interconnection Agreement.

4.4 Facility Study

- 4.4.1 Within five (5) Business Days following receipt of the Facility Study Agreement described above, the Generator shall notify Eversource in writing as to whether it will either pursue the Facility Study or waive the Facility Study and elect an expedited Interconnection.

SECTION 4

- 4.4.1.1 If the Generator waives the Facility Study, it shall commit to appropriate milestones in the Interconnection Agreement, which may include: (a) siting approval by the appropriate regulatory authorities for the Generating Facility and Interconnection Facilities; (b) engineering of Interconnection Facilities and EPS upgrades ; (c) the ordering of long lead time material by Eversource for Interconnection Facilities and EPS upgrades; (iv) an In-Service Date; and (v) Commercial Operation Date.
- 4.4.1.2 If the Generator does not waive the Facility Study, to remain under consideration for Interconnection and in Eversource's Interconnection queue, the Generator must return the executed Facility Study Agreement and associated deposit within fifteen (15) Business Days following receipt of the Facility Study Agreement from Eversource.
- 4.4.2 The Facility Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the System Impact Study.
- 4.4.3 Design for any required Interconnection Facilities and/or Generating Facility upgrades shall be provided for under the Facility Study Agreement. Eversource may contract with outside consultants to provide such design(s). The Generator, Eversource and any Affected Party(ies), may agree to allow the Generator to separately arrange for such design(s). In such cases, facilities design shall be subject to review and prior approval by Eversource, in accordance with the Facility Study Agreement. If the Parties agree to separately arrange for design and construction, and provided security and confidentiality requirements can be met, Eversource shall make sufficient information available to the Generator in accordance with confidentiality and critical infrastructure requirements to permit the Generator to obtain an independent design and cost estimate for any necessary facilities.
- 4.4.4 A payment of 100% of the good faith estimated Facility Study costs shall be required from the Generator prior to execution of the Facility Study.
- 4.4.5 The scope of and cost responsibilities for the Facility Study are described in the attached Facility Study Agreement.
- 4.4.6 Within thirty (30) Business Days of receipt of the Facility Study results, the Generator shall provide written notice whether it agrees to pay for the Interconnection Facilities and upgrades identified in the Facility Study. An executable Interconnection Agreement shall be tendered by Eversource to the Generator within five (5) Business Days of receipt of such written notice. The Generator must return the executed Interconnection Agreement and associated deposit within thirty (30) Business Days.

SECTION 5

5.0 Provisions That Apply to All Interconnections and Associated Applications

5.1 Reasonable Efforts

Eversource shall make reasonable efforts to meet all time frames provided in these Guidelines; provided, however, that Eversource and the Generator may agree to different time frames. If Eversource fails to meet a deadline provided herein, it shall: (a) notify the Generator; (b) explain the reason for the failure to meet the deadline; and (c) provide an estimated date by which it will complete the applicable Interconnection procedure in the process.

5.2 Interconnection Metering

Any metering necessitated by the Generating Facility shall be installed at the Generator's expense in accordance with Applicable Reliability Standards then in effect.

5.3 Commissioning

Commissioning tests of the Generator's installed equipment shall be performed pursuant to applicable Codes and Standards, and equipment manufacturers' recommendations. Upon request, the Generator shall provide a certified commissioning test procedure to Eversource for approval.

The list below is a list of tests commonly required by IEEE 1547 and is not intended to be a list of additional testing requirements:

- Current Transformer (CT) and CT circuit polarity, ratio, insulation, excitation, continuity and burden tests,
- Voltage Transformer (VT) and VT circuit polarity, ratio, insulation and continuity tests,
- Relay pick-up and time delay tests,
- Functional breaker trip tests from protective relays,
- Relay in-service test to check for proper phase rotation and magnitudes of applied currents and voltages,
- Breaker closing interlock tests, and
- Paralleling and disconnection operation.
- Anti-islanding function, if applicable.
- Non-export function, if applicable.
- Synchronizing Controls, if applicable.
- Proof of inability to create an unintentional island.

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Eversource shall be given at least ten (10) Business Days written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning tests. Eversource will not assist in performance of, or provide equipment for the commissioning test.

5.4 Periodic Interconnection Tests

Upon request, the Generator shall provide a written periodic Interconnection test procedure to Eversource. (Such procedures are typically provided by the equipment manufacturer.) The procedure shall describe a test process that will verify all Interconnection-related protective functions and associated batteries are functional, but need not replicate the commissioning test procedures. The interval between periodic tests shall be specified by the manufacturer, system integrator, the authority having jurisdiction over the Interconnection, or as specified in the Interconnection Agreement. Written test reports or a log for inspection shall be maintained by the Generator.

Eversource may audit the Generator's written test reports, logs and other materials regarding the Interconnection or the Generating Facility at its discretion. If the functional software or firmware of the Interconnection system has been modified or if any hardware component of the Interconnection system has been modified, replaced or repaired with parts different from the tested configuration, and if such hardware, software or firmware have not been previously approved, then the applicable commissioning tests shall be performed by an independent testing facility. If such hardware, software or firmware has been previously approved or if settings have been changed, then only the commissioning tests applicable to the changes made shall be conducted. This requirement is in accordance with IEEE 1547.2.

5.5 Confidentiality

Eversource shall maintain confidentiality of all information provided by the Generator clearly designated as "Confidential" except as otherwise required by system operators, applicable laws and regulations. If Eversource is requested to produce such confidential information, Eversource shall provide advance notice to Generator, if possible, to give Generator an opportunity to seek appropriate protective treatment of such information. Confidential information does not include information that is: (a) in or becomes part of the public domain; (b) known to Eversource previously; (c) independently developed by Eversource; (d) rightfully obtained by Eversource from third parties without a duty of confidentiality; or (e) required to be publicly disclosed by law, statute or regulation.

5.6 Interconnection Agreement

The Generator and Eversource shall be Parties to the Interconnection Agreement. Eversource shall provide an Interconnection Agreement to the Generator in accordance with these Guidelines. After Eversource provides an Interconnection Agreement to the Generator for execution, the Generator shall have thirty (30) Business Days or another mutually agreeable timeframe to sign and return the Interconnection Agreement and associated deposit. After the Interconnection Agreement is fully executed, the Interconnection of the Generating Facility shall proceed under the provisions of the Interconnection Agreement.

SECTION 5

5.7 Performance Assurance

Performance Assurance requirement will be documented in the Interconnection Agreement.

5.8 Coordination with Affected Systems

If Eversource determines that any Interconnection Request may have an impact on other Affected Systems, Eversource will include representatives of such Affected Systems in all meetings and proceedings pertinent to such impact.

5.9 Generating Facility Capacity

The Generating Facility Capacity, for studies and analyses, shall be determined as follows:

- 5.9.1 If the Interconnection Request is for an increase in capacity for an existing Generating Facility, the Interconnection Request shall be evaluated using the new total capacity of the Generating Facility.
- 5.9.2 If the Interconnection Request is for a Generating Facility that includes multiple energy production devices at a site for which the Generator seeks a single Point of Interconnection, the Interconnection Request shall be evaluated using the aggregate capacity of such multiple devices, consistent with Section 5.10.
- 5.9.3 The Interconnection Request shall be evaluated using the maximum AC rated capacity of the Generating Facility.

5.10 Normal Course of Business

Eversource will attempt to accommodate the interests of the generation developers when designing interconnection facilities. However, the following general policies represent Eversource's normal course of business with respect to interconnections. Requests to interconnect that vary from or conflict with these policies may be subject to further scrutiny:

- 5.10.1 Eversource will not deviate from its normal, generally applicable, design, operating, and construction standards to accommodate a generating facility (including pole height, conductor size, etc.).
- 5.10.2 Regarding facility ownership, Eversource will consider all relevant, state-specific statutes or regulations when designing interconnections and/or express feeders. To the extent it is consistent with state law, regulation, etc.: i) Eversource will own and operate any interconnection equipment that is not within the property boundary of the DER site; and ii) Eversource will own and operate all distribution equipment on a ROW and/or on a public way.
- 5.10.3 To provide for the efficient operation, maintenance and restoration of the distribution system, to the greatest extent possible, Eversource will design and construct generator interconnections using a

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single point of interconnection, i.e. a single fault interrupting device, a single disconnect switch, a single metering set, a single GSU, etc.

5.10.4 When designing DER interconnections, Eversource will attempt to locate the Point of Interconnection and/or Point of Change of Ownership as close as possible to the mainline feeder. Eversource will limit its ownership of equipment on the DER site.

5.10.5 For generation equipment in close proximity, Eversource will not accommodate interconnection designs that are inconsistent with or seek to obfuscate or circumvent laws and/or regulations intended to differentiate program participation based on facility size (i.e. nameplate capacity). See 5.10.6 for further clarification.

5.10.6 To be considered separate projects, each of the following conditions must be satisfied:

- Each project must be located on a unique parcel of land.
- The property boundaries of each parcel of land must not have been altered with the intent to obfuscate or circumvent laws and/or regulations intended to differentiate program participation based on facility size (i.e. nameplate capacity). In general, projects on parcels where the boundaries have been altered within the three years immediately preceding the submittal of an Interconnection Request will be required to demonstrate that such alteration was not for the purpose of affecting the eligibility of the project for specific programs or that it was otherwise unrelated to the development of generation facilities.
- Each project must be owned by a separate legal entity, e.g. LLC.
- Each project must interconnect with the Eversource system via a separate interconnection point, including a separate meter.

Note: ISO-NE may have procedures and/or guidelines that are different than those identified above. For example, ISO-NE may require that projects on adjacent parcels be aggregated for purposes of establishing interconnection technical requirements (e.g. telemetry standards) or market participation requirements. Each project developer is responsible for understanding any and all relevant ISO-NE and/or FERC standards that apply to their proposed projects.

Exceptions to the above include, but are not necessarily limited to:

- Multiple projects on a single site that are each being constructed primarily to serve the load of existing retail customers may be considered separate projects behind separate retail meters. Note: creating building units and/or retail accounts that do not serve a legitimate, ongoing purpose cannot be used to justify an exemption.
- Segmenting a project to allow participation in different programs may be allowed, e.g., a single net metering project may be co-located with a merchant generation project.

Note regarding projection expansions: two or more project segments following a phased approach to development and construction will not eliminate the need for review under the above policies and exemptions. Projects in proximity will not be considered separate projects due solely to construction timing.

ATTACHMENT I EVERSOURCE INTERCONNECTION REQUEST

Send the completed Interconnection Request and required attachments to:
[Contact Eversource DG or visit Eversource.com for the latest form]

Public Service of New Hampshire
Attn: Michael Motta, Senior Engineer – Distributed Generation
P. O. Box 330
Manchester, NH 03105

Telephone Number: 603-634-2920
Fax: 603-634-2924

E-Mail Address: mottamd@Eversource.com

An Interconnection Request is considered complete when it provides all applicable and correct information required below.

Documentation that the applicant has control of the property on which the proposed facility shall be located must be submitted with the Interconnection Request. The documentation may include proof of ownership, a leasehold interest, a right to develop, or an option to acquire the site.

A facility one-line electrical diagram must be submitted with the Interconnection Request. The diagram must be signed and stamped by a NH licensed professional engineer.

Generating Facility Information:

Legal Name of the Generator (or, if an individual, individual's name)

Name:

Contact Person:

Mailing Address:

ATTACHMENT I EVERSOURCE INTERCONNECTION REQUEST

City: _____ State: _____ Zip: _____

Facility Location (if different from above):

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Is the Interconnection Request for:

New Generating Facility?

Yes _____ No _____

Capacity addition to or Material Modification of an existing Generating Facility:

Yes _____ No _____

If capacity addition to or Material Modification of an existing facility, please describe:

Commencement of participation in the wholesale markets by an existing Generating Facility:

Yes _____ No _____

A retail customer interconnecting a New Generating Facility that will produce electric energy to be consumed only on the retail customer's site?

Yes _____ No _____

If onsite use of power, describe the mode of operation: (Please Check all that Apply)

- Peak Shaving
- Demand Management
- Primary Power/Base Load
- Combined Heat and Power or Cogeneration
- Stand By/Emergency/Back-up

A Qualifying Facility where 100% of the output will be sold to Eversource?

Yes _____ No _____

ATTACHMENT I EVERSOURCE INTERCONNECTION REQUEST

A Qualifying Facility intending to sell power at wholesale to an entity other than Eversource?

Yes _____ No _____

A Generator interconnecting a new Generating Facility that plans to participate in the wholesale markets?

Yes _____ No _____

An existing Generating Facility commencing participation in the wholesale markets?

Yes _____ No _____

Paralleling:

Will the Generating Facility operate in parallel with the Eversource system for any amount of time?

Yes _____ No _____

If No: Then Generator is operating as "Open" Transition.

If Yes: Will the Generating Facility operate in parallel with Eversource for longer than 100 milliseconds?

Yes _____ No _____

If No: Then Generator is operating as "Closed" Transition.

If Yes: Then Generator is operating as "Parallel Operation."

Will the generator operation vary by season? (Please describe)

For installations at locations with existing electric service to which the proposed Generating Facility will interconnect, provide:

Account # _____

Meter # _____

Contact Name: _____

Title: _____

Address: _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Requested Point of Interconnection: _____

ATTACHMENT I EVERSOURCE INTERCONNECTION REQUEST

Generating Facility's Requested In-Service Date: _____

Generating Facility Information:

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

Energy Source:

Solar _____ Wind _____ Hydro _____ Hydro Type (e.g. Run-of-River): _____

Diesel _____ Natural Gas _____ Fuel Oil _____

Other (state type) _____

Prime Mover:

Fuel Cell _____ Reciprocating Engine _____ Gas Turbine _____

Steam Turbine _____ Micro-turbine _____ PV _____

Other (state type) _____

Type of Generator: Synchronous _____ Induction _____ Inverter _____

Generator Manufacturer: _____

Generator Model Name & Number: _____

Generator Version Number: _____

Generator Nameplate Rating: _____ kW (Typical)

Generator Nameplate kVAR: _____

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

Typical Reactive Load (if known): _____

Maximum Physical Export Capability Requested: _____ kW

Generator Nameplate Output Power Rating in kW:

(Summer) _____ (Winter) _____

Generator Nameplate Output Power Rating in kVA:

(Summer) _____ (Winter) _____

Individual Generator Power Factor:

Rated Power Factor: Leading _____ Lagging _____

Wind Farm Interconnection:

ATTACHMENT I EVERSOURCE INTERCONNECTION REQUEST

Total Number of Generators in wind farm to be interconnected pursuant to this Interconnection Request:

Quantity: _____ Elevation: _____ Single Phase _____ Three Phase _____

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

Inverter Manufacturer: _____

Model Name & Number: _____

Is the Inverter UL 1741 listed? Yes _____ No _____

Is the Inverter IEEE 1547 listed? Yes _____ No _____

Is the Inverter IEEE 1547.1 listed? Yes _____ No _____

Max design fault contribution current: _____ Instantaneous _____ or RMS? _____

Harmonics Characteristics: _____

Start-up requirements: _____

Available fault current: _____

Generating Facility Characteristic Data (for rotating machines):

Speed: _____ RPM

Neutral Grounding Resistor (If Applicable): _____

Synchronous Generators:

Direct Axis Synchronous Reactance, X_d : _____ Per Unit

Direct Axis Transient Reactance, X_d' : _____ Per Unit

Direct Axis Sub transient Reactance, X_d'' : _____ Per Unit

Negative Sequence Reactance, X_2 : _____ Per Unit

Zero Sequence Reactance, X_0 : _____ Per Unit

KVA Base: _____

Field Volts: _____

Field Amperes: _____

Induction Generators:

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Motoring Power (kW): _____

I_2^2t or K (Heating Time Constant): _____

Rotor Resistance, R_r : _____ Per Unit

Stator Resistance, R_s : _____ Per Unit

Stator Reactance, X_s : _____ Per Unit

Rotor Reactance, X_r : _____ Per Unit

Magnetizing Reactance, X_m : _____ Per Unit

Short Circuit Reactance, X_d'' : _____ Per Unit

Exciting Current: _____ Amps

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

Transformer Data (If Applicable, for Generating Facility-Owned Transformer):

Transformer Size: _____ kVA

Is the transformer: _____ single phase _____ three phase?

Transformer Impedance: _____ % on _____ kVA Base

Transformer Positive-Sequence Short Circuit Impedances (pu):

Z_{ps} = _____, Z_{pt} = _____, Z_{st} = _____

Transformer Zero-Sequence Impedances (pu):

Z_{pm0} = _____, Z_{sm0} = _____, Z_{mg0} = _____

Transformer Neutral Grounding Reactor/Resistor Impedance (Ohms):

Transformer BIL Rating _____ kV

If Three Phase:

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

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

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

Transformer Fuse Data (If Applicable, for Generating Facility-Owned Fuse):

(Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time-Current Curves)

Manufacturer: _____ Type: _____

Size: _____ Speed: _____

Interconnecting Circuit Breaker (if applicable):

Manufacturer: _____

Type: _____

Load Rating (Amps): _____ Interrupting Rating (Amps): _____

Trip Speed (Cycles): _____

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: _____

General Information:

Is evidence of site control enclosed?

Yes _____ No _____

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REQUEST**

Are site electrical One-Line Diagram(s) showing the configuration of all Generating Facility equipment enclosed?

Yes _____ No _____

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

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

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Interconnection Request is true and correct.

For Generator: _____ Date: _____

ATTACHMENT II SYSTEM IMPACT STUDY AGREEMENT

System Impact Study Agreement

This System Impact Study Agreement (this “**Agreement**”), dated as of _____ (the “**Effective Date**”) is entered into by and between Public Service of New Hampshire, a New Hampshire corporation with a principal place of business at 780 North Commercial St, Manchester, NH, 03101 (“**Eversource**”), and _____, a _____ with a principal place of business at _____, (“**Generator**”). (Eversource and Generator are collectively referred to as the “**Parties**” and individually as a “**Party**”).

RECITALS

WHEREAS, Generator is proposing to develop a Generating Facility or increase the generating capacity of an existing Generating Facility consistent with the Interconnection Request completed by Generator on _____;

WHEREAS, Generator desires to interconnect the Generating Facility with the Distribution System;

WHEREAS, Generator has requested Eversource to perform or cause to be performed one or more System Impact Study(ies) to assess the impact of the proposed Interconnection of the Generating Facility.

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

- 1.0 Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in Eversource’s Guidelines for Generator Interconnection (the “**Guidelines**”).
- 2.0 Eversource shall conduct or cause to be conducted a Distribution System Impact Study in accordance with the Guidelines. If a Transmission System Impact Study is required, Eversource shall coordinate the study which shall be in accordance with ISO-NE Schedule 22 or 23, as applicable. Either or both of these studies may be referred to as the “Study”.
- 3.0 The Study shall be based upon the technical information provided by Generator in the Interconnection Request, and the assumptions set forth in Exhibit A to this Agreement (the “**Assumptions**”). At the reasonable request of Eversource, the Generator shall promptly provide additional technical information to Eversource.

ATTACHMENT II

SYSTEM IMPACT STUDY AGREEMENT

- 4.0 The Study shall incorporate any combination of the following: (a) short circuit analyses; (b) stability analyses; (c) power flow analyses; (d) distribution load flow studies; (e) analyses of equipment interrupting ratings; (f) voltage drop and flicker studies; (g) protection coordination studies; (h) protection and set point coordination studies; and (i) grounding reviews.
- 5.0 Any Affected System may participate in the Study at its own cost.
- 6.0 In connection with the Study, Eversource shall consider the impact of the proposed Interconnection of the Generating Facility in light of other generating facilities that, on the date the Study is commenced:
- 6.1 are currently interconnected with the Distribution or Transmission System or an Affected System;
 - 6.2 are expected to be interconnected with the Distribution or Transmission System or an Affected System; and
 - 6.3 have an earlier queue position (as assigned either by ISO-NE pursuant to Schedule 22 or 23, or by Eversource pursuant to Section 3.6 of the Guidelines) than the Generating Facility.
- 7.0 In conjunction with the execution of this Agreement, Eversource shall provide to the Generator a written good faith estimate of the cost of the Study (the “**Cost Estimate**”). Prior to commencement of the Study, the Generator shall pay 100% of the Cost Estimate to Eversource (the “**Deposit**”). The Cost Estimate shall be provided in Exhibit A to this Agreement.
- 8.0 Following receipt of the Deposit, Eversource shall open a work order (the “Work Order”) to track Eversource expenses related to the Study.
- 9.0 Following the conclusion of the Study, Eversource shall prepare or cause to be prepared a Study report (the “**Report**”). The Report, unless otherwise noted in Exhibit A to this Agreement, shall (a) state the assumptions upon which the Study was based, (b) set forth the results of the various analyses and reviews, (c) provide the requirement or potential impediments to providing the requested Interconnection service, (d) provide an initial estimate of the cost necessary to correct any problems, if any, identified in the Report; and (e) provide a list of facilities that are required to implement the Interconnection of the Generating Facility, along with and a non-binding good faith estimate of cost to construct such facilities.
- 10.0 Any Affected System that may be adversely impacted by the proposed Interconnection shall be afforded an opportunity to review and comment on the Report.

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- 11.0 Eversource shall use commercially reasonable efforts to provide the Report to the Generator in accordance with the estimated completion date noted in Exhibit A to this Agreement.
- 12.0 At any time prior to completion of the Study, Eversource may calculate the expenses that have accrued on the Work Order and, to the extent that the accrued expenses exceed the Deposit, Eversource may provide an invoice to the Generator. The Generator shall pay the invoice to Eversource within thirty (30) Calendar Days of the invoice date (without interest).
- 13.0 Within thirty (30) days of the completion of the Study, Eversource shall calculate the actual costs of the Study (the “**Actual Cost**”), and Eversource shall provide an invoice to the Generator.
- 14.0 In the event the Actual Cost exceeds the Deposit, the Generator shall pay the difference to Eversource within thirty (30) Calendar Days of the invoice date (without interest). In the event the Deposit exceeds the Actual Cost, Eversource shall pay the excess to the Generator within thirty (30) Calendar Days of the invoice date (without interest).
- 15.0 Miscellaneous.
- 15.1 Accuracy of Information. The Generator represents and warrants that, to the best of its knowledge, the information it provides to Eversource in connection with this Agreement and the Study shall be accurate and complete as of the date such information is provided. The Generator shall promptly provide Eversource with any additional information needed to update information previously provided.
- 15.2 Disclaimer of Warranty. In performing the Study, Eversource may rely on information provided by the Generator and third parties, and may not have control over the accuracy of such information. ACCORDINGLY, EVERSOURCE HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Generator acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

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15.3 Force Majeure, Liability and Indemnification.

15.3.1 Force Majeure. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party shall 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. The affected Party may suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of commercially reasonable efforts. The affected Party shall use commercially reasonable efforts to resume its performance as soon as possible. Without limiting this section, the Generator shall immediately notify Eversource verbally if the failure to fulfill the Generator's obligations under this Agreement may impact the safety or reliability of Eversource EPS. For purposes of this Agreement, "***Force Majeure Event***" means any event or circumstance that (a) is beyond the reasonable control of the affected Party and (b) the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts. Force Majeure Events include the following events or circumstances, but only to the extent they satisfy the foregoing requirements: (i) acts of war or terrorism, public disorder, insurrection, or rebellion; (ii) floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; (iii) explosions or fire; (iv) strikes, work stoppages, or labor disputes; (v) embargoes; and (vi) sabotage. In no event shall the lack of funds or the inability to obtain funds constitute a Force Majeure Event.

15.3.2 Liability. Except with respect to a Party's fraud or willful misconduct, and except with respect to damages sought by a third party in connection with a third party claim: (a) neither Party shall be liable to the other Party, for any damages other than direct damages; and (b) each Party agrees that it is not entitled to recover and agrees to waive any claim with respect to, and will not seek, consequential, punitive or any other special damages as to any matter under, relating to, arising from or connected to this Agreement.. Notwithstanding the foregoing, nothing in this Section 13.3.2 shall be deemed to limit Generator's obligations under Section 13.3.3.

15.3.3 Indemnification. The Generator shall indemnify, defend and hold harmless Eversource and its trustees, directors, officers, employees

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SYSTEM IMPACT STUDY AGREEMENT

and agents (including affiliates, contractors and their employees) from and against any liability, damage, loss, claim, demand, complaint, suit, proceeding, action, audit, investigation, obligation, cost, judgment, adjudication, arbitration decision, penalty (including fees and fines), or expense (including court costs and attorneys' fees) relating to, arising from or connected to this Agreement.

- 15.4 Term and Termination. This Agreement shall be effective from the Effective Date until the earlier of (a) one year from the Effective Date and (b) the withdrawal of the Generator's Interconnection Request, unless extended in writing by the Parties. Notwithstanding the foregoing, Eversource may terminate this Agreement fifteen (15) days after providing written notice to the Generator that it has breached any of its obligations hereunder, if such breach has not been cured within such fifteen (15) day period.
- 15.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire applicable to contracts made and performed in such State and without regard to conflicts of law doctrines.
- 15.6 Severability. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be adjusted rather than voided, if possible, to achieve the intent of the Parties. If no such adjustment is possible, such provision shall be fully severable and severed, and all other provisions of this Agreement will be deemed valid and enforceable to the extent possible.
- 15.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on all of the Parties hereto, notwithstanding that all of the Parties are not signatories to the same counterpart. Facsimile counterparts may be delivered by any Party, with the intention that they shall have the same effect as an original counterpart hereof.
- 15.8 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 15.9 Survival. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination.
- 15.10 Independent Contractor. Eversource shall at all times be deemed to be an independent contractor of the Generator, and none of Eversource's employees, contractors or the employees of its contractors shall be deemed to be employees of the Generator as a result of this Agreement.

ATTACHMENT II

SYSTEM IMPACT STUDY AGREEMENT

- 15.11 No Implied Waivers. No failure on the part of any Party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any further or other exercise of such or any other right.
- 15.12 Successors and Assigns. Neither Party may assign this Agreement, by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. In the event of an assignment authorized hereunder, each and every term and condition hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 15.13 Due Authorization. Each Party represents and warrants to the other that (a) it has full power and authority to enter into this Agreement and to perform its obligations hereunder, (b) execution of this Agreement will not violate any other agreement with a third party, and (c) the individual signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

[Signature page follows.]

ATTACHMENT II SYSTEM IMPACT STUDY AGREEMENT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of the Generator]

Signed _____

Name (Printed):

Title _____

[Insert name of Eversource]

Signed _____

Name (Printed):

Title _____

ATTACHMENT III FACILITY STUDY AGREEMENT

Facility Study Agreement

This Facility Study Agreement (this “**Agreement**”), dated as of _____ (the “**Effective Date**”) is entered into by and between Public Service of New Hampshire, a New Hampshire corporation with a principal place of business at 780 North Commercial St, Manchester, NH, 03101 (“**Eversource**”), and _____, a _____ with a principal place of business at _____, (“**Generator**”). (Eversource and Generator are collectively referred to as the “**Parties**” and individually as a “**Party**”).

RECITALS

WHEREAS, Generator is proposing to develop a Generating Facility or increase the generating capacity of an existing Generating Facility consistent with the Interconnection Request completed by Generator on _____;

WHEREAS, Generator desires to interconnect the Generating Facility with the Distribution System;

WHEREAS, Eversource has completed a Distribution/Transmission System Impact Study with respect to the proposed Interconnection of the Generating Facility and provided the results of such study to Generator on _____ (the “**System Impact Study**”); and [*If both System Impact Studies are conducted, then this will be appropriately modified and the defined term “System Impact Studies” will be used.*]

WHEREAS, Generator has requested Eversource to perform a Facility Study to specify and estimate the cost of the equipment, engineering, procurement and construction work required pursuant to the conclusions of the System Impact Study.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in Eversource’s Guidelines for Generator Interconnection (the “**Guidelines**”).
- 2.0 Eversource shall conduct or cause to be conducted a Facility Study in accordance with the Guidelines (the “**Facility Study**”).
- 3.0 The scope of the Facility Study shall be based on the conclusions of the System Impact Study and the data provided by Generator in Exhibit A to this Agreement (the “**Data**”). At the reasonable request of Eversource, the Generator shall promptly provide additional data to Eversource.

ATTACHMENT III FACILITY STUDY AGREEMENT

- 4.0 In conjunction with the execution of this Agreement, Eversource shall provide to the Generator a written good faith estimate of the cost of the Facility Study (the “*Cost Estimate*”). Prior to commencement of the Facility Study, the Generator shall pay 100% of the Cost Estimate to Eversource (the “*Deposit*”). The Cost Estimate shall be provided in Exhibit A to this Agreement.
- 5.0 Following receipt of the Deposit, Eversource shall open a work order (the “*Work Order*”) to track Eversource expenses related to the Facility Study.
- 6.0 Following the conclusion of the Facility Study, Eversource shall prepare a report setting forth the results of the Facility Study (the “*Report*”). The Report may include, but is not limited to: (a) specification and estimation of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the System Impact Study; (b) identification of the electrical switching configuration of the equipment (including, without limitation, transformer, switchgear, meters, and other station equipment); and (c) estimation of the nature and estimated cost of Eversource’s Interconnection Facilities and upgrades necessary to accomplish the Interconnection (including, without limitation, an estimation of the time required to complete the construction and installation of such facilities).
- 7.0 Eversource shall use commercially reasonable efforts to provide the Report to the Generator in accordance with the estimated completion date noted in Exhibit A to this Agreement.
- 8.0 At any time prior to completion of the Study, Eversource may calculate the expenses that have accrued on the Work Order and, to the extent that the accrued expenses exceed the Deposit, Eversource may provide an invoice to the Generator. The Generator shall pay the invoice to Eversource within thirty (30) Calendar Days of the invoice date (without interest).
- 9.0 Within thirty (30) days of the completion of the Facility Study, Eversource shall calculate the actual costs of the Facility Study (the “*Actual Cost*”), and Eversource shall provide an invoice to the Generator.
- 10.0 In the event the Actual Cost exceeds the Deposit, the Generator shall pay the difference to Eversource within thirty (30) Calendar Days of the invoice date (without interest). In the event the Deposit exceeds the Actual Cost, Eversource shall pay the excess to the Generator within thirty (30) Calendar Days of the invoice date (without interest).
- 11.0 Miscellaneous.
- 11.1 Accuracy of Information. The Generator represents and warrants that, to the best of its knowledge, the information it provides to Eversource in connection

ATTACHMENT III FACILITY STUDY AGREEMENT

with this Agreement and the Facility Study (including without limitation the Data and all information provided on Generator's Interconnection Request) shall be accurate and complete as of the date such information is provided. The Generator shall promptly provide Eversource with any additional information needed to update information previously provided.

11.2 Disclaimer of Warranty. In performing the Facility Study, Eversource may rely on information provided by the Generator and third parties, and may not have control over the accuracy of such information. ACCORDINGLY, EVERSOURCE HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Generator acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

11.3 Force Majeure, Liability and Indemnification.

10.3.1 Force Majeure. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party shall 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. The affected Party may suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of commercially reasonable efforts. The affected Party shall use commercially reasonable efforts to resume its performance as soon as possible. Without limiting this section, the Generator shall immediately notify Eversource verbally if the failure to fulfill the Generator's obligations under this Agreement may impact the safety or reliability of Eversource EPS. For purposes of this Agreement, "***Force Majeure Event***" means any event or circumstance that (a) is beyond the reasonable control of the affected Party and (b) the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts. Force Majeure Events include the following events

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or circumstances, but only to the extent they satisfy the foregoing requirements: (i) acts of war or terrorism, public disorder, insurrection, or rebellion; (ii) floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; (iii) explosions or fire; (iv) strikes, work stoppages, or labor disputes; (v) embargoes; and (vi) sabotage. In no event shall the lack of funds or the inability to obtain funds constitute a Force Majeure Event.

- 11.3.2 Liability. Except with respect to a Party's fraud or willful misconduct, and except with respect to damages sought by a third party in connection with a third party claim: (a) neither Party shall be liable to the other Party, for any damages other than direct damages; and (b) each Party agrees that it is not entitled to recover and agrees to waive any claim with respect to, and will not seek, consequential, punitive or any other special damages as to any matter under, relating to, arising from or connected to this Agreement.. Notwithstanding the foregoing, nothing in this Section 10.3.2 shall be deemed to limit Generator's obligations under Section 10.3.3.
- 11.3.3 Indemnification. The Generator shall indemnify, defend and hold harmless Eversource and its trustees, directors, officers, employees and agents (including affiliates, contractors and their employees) from and against any liability, damage, loss, claim, demand, complaint, suit, proceeding, action, audit, investigation, obligation, cost, judgment, adjudication, arbitration decision, penalty (including fees and fines), or expense (including court costs and attorneys' fees) relating to, arising from or connected to this Agreement.
- 11.4 Term and Termination. This Agreement shall be effective from the Effective Date until the earlier of (a) one year from the Effective Date and (b) the withdrawal of the Generator's Interconnection Request, unless extended in writing by the Parties. Notwithstanding the foregoing, Eversource may terminate this Agreement fifteen (15) days after providing written notice to the Generator that it has breached any of its obligations hereunder, if such breach has not been cured within such fifteen (15) day period.
- 11.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire applicable to contracts made and performed in such State and without regard to conflicts of law doctrines.
- 11.6 Severability. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be adjusted rather than voided, if possible, to achieve the intent of the Parties. If no such adjustment is possible, such

ATTACHMENT III FACILITY STUDY AGREEMENT

provision shall be fully severable and severed, and all other provisions of this Agreement will be deemed valid and enforceable to the extent possible.

- 11.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on all of the Parties hereto, notwithstanding that all of the Parties are not signatories to the same counterpart. Facsimile counterparts may be delivered by any Party, with the intention that they shall have the same effect as an original counterpart hereof.
- 11.8 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 11.9 Survival. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination.
- 11.10 Independent Contractor. EDC shall at all times be deemed to be an independent contractor of the Generator, and none of Eversource's employees, contractors or the employees of its contractors shall be deemed to be employees of the Generator as a result of this Agreement.
- 11.11 No Implied Waivers. No failure on the part of any Party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any further or other exercise of such or any other right.
- 11.12 Successors and Assigns. Neither Party may assign this Agreement, by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. In the event of an assignment authorized hereunder, each and every term and condition hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 11.13 Due Authorization. Each Party represents and warrants to the other that (a) it has full power and authority to enter into this Agreement and to perform its obligations hereunder, (b) execution of this Agreement will not violate any other agreement with a third party, and (c) the individual signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement. [*Signature page follows.*]

**ATTACHMENT III
FACILITY STUDY AGREEMENT**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of the Generator]

Signed _____

Name (Printed):

Title _____

[Insert name of Eversource]

Signed _____

Name (Printed):

Title _____

ATTACHMENT IV GLOSSARY

ANSI: American National Standards Institute.

Affected Party or Parties: The entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the Interconnection process.

Affected System: Any electric system that is within Eversource service territory, including, but not limited to generator owned electric facilities, or any other electric system that is not within Eversource service territory that may be affected by the proposed Interconnection.

Applicable Laws and Regulations: All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Standards: The requirements and guidelines of NERC, NPCC and the New England Control Area, ISO, ISO-NE, including publicly available local reliability requirements of Interconnecting EDC or other Affected Systems, and any successor documents.

Application Review: A review by Eversource of the completed Interconnection Request Form to determine if further study is required.

Business Day: Monday through Friday, excluding Federal Holidays.

Calendar Day: Shall mean any day including Saturday, Sunday, Federal and State Holidays.

Commercial Operation Date: The date on which the Generator commences commercial operation of the unit after the unit has been commissioned and likely to be associated with a specific date that is identified in a purchase power agreement or the date that the power transaction starts.

Communications Costs: Any costs associated with installing, testing, and maintaining the communications infrastructure necessary to provide protection and/or monitoring for the generating facility.

Contract Path: A specific contiguous electrical path from a point of receipt to a point of delivery for which EPS rights have been contracted.

Distribution System: Eversource's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries. The voltage levels at which Distribution Systems generally operate at 34.5 kV and less.

NHPUC: New Hampshire Public Utility Commission.

EDC: An electric distribution company, e.g. Eversource.

ATTACHMENT IV GLOSSARY

EPS: The electric power system, consisting of all electrical wires, equipment, and other facilities owned or provided by Eversource to provide distribution service to Eversource's customers.

Facility Study: The study conducted by Eversource to determine the scope and costs of required modifications and upgrades to the EPS and/or a Generating Facility necessary for an Interconnection of such Generating Facility.

Fault: An equipment failure, short circuit, or other condition resulting from abnormally high amounts of current from the power source.

FERC: Federal Energy Regulatory Commission.

Generator: The owner and/or operator of a Generating Facility.

Generating Facility: The device used for the production of electricity identified in the Interconnection Request, but shall not include the Generating Facility's Interconnection Facilities.

Guidelines: The "Guidelines for Generator Interconnection," prepared by Eversource to describe the protocols and procedures for interconnecting to the EPS.

IEEE: Institute of Electrical and Electronics Engineers.

Independent System Operator (ISO): An entity supervising the collective transmission facilities of a power region; the ISO is charged with nondiscriminatory coordination of market transactions, system-wide transmission planning, and bulk power network reliability.

Induction Generator: An induction generator is a rotating AC machine that operates above synchronous speed over its range of power output. The faster it is driven above synchronous speed by a prime mover, the more electrical power is generated. Excitation is provided by the utility in the form of reactive power. The induction generator normally loses its ability to produce voltage and power output when it is isolated from the utility since it loses its source of excitation.

In-Service Date: The date on which the Generating Facility and system modification (if applicable) are complete and ready for service, even if the Generating Facility is not placed in service on such date.

Intentional Islanding: Intentional Islanding occurs when the Generating Facility has been isolated from the EPS by planned operation of disconnecting means consistent with the Technical Requirements and the Generating Facility as a result is serving segregated load(s) on the Generating Facility's side of the Point of Interconnection.

Interconnection: The physical connection of a Generating Facility to the EPS so that parallel operation can occur.

ATTACHMENT IV GLOSSARY

Interconnection Agreement: A written agreement between a Generator and Eversource setting forth the terms, conditions, obligations and rights with respect to an Interconnection. An Interconnection Agreement is required to be signed by the Generator and Eversource before parallel operation of the Generating Facility may commence. Note: the form of Interconnection Agreement is attached to these Guidelines as Exhibit B.

Interconnection Facilities: Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Distribution System. Eversource and the Generator may each own Interconnection Facilities with respect to the Generating Facility.

Interconnection Request: A Generator's request, in the form of Attachment I, to interconnect a new Generating Facility to the EPS or increase the capacity or operating characteristics an existing Generating Facility currently interconnected to the EPS.

Interconnection Service: The service provided by Eversource associated with interconnecting the Generating Facility to the EPS and enabling the delivery of electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Interconnection Agreement.

Inverter: A machine, device or system that changes direct-current power to alternating-current power.

Islanding: A situation where electrical power remains in a portion of an EPS when the EPS has ceased providing power for whatever reason (emergency conditions, maintenance, etc.) to that portion of the EPS.

Isolation Device: A device used for isolating a circuit or equipment from a source of power. Also referred to as a "Disconnect Switch".

ISO-NE: The ISO, established in accordance with the NEPOOL Agreement and applicable FERC approvals, that is responsible for managing the bulk power generation and transmission systems in New England, or any successor organization approved by FERC.

Material Modification: (i) Any modification to an Interconnection Request submitted by a Generator that is reasonably expected to require significant additional study of the such Interconnection Request, substantially change the Interconnection design and/or have a material impact on the cost or timing of any studies or upgrades associated with any other Interconnection Request with a later queue priority date; (ii) a change to the design or operating characteristics of an existing Generating Facility that is interconnected with the EPS which may have an adverse effect on the reliability of the EPS; or (iii) a significant delay to the Commercial Operation Date or In-Service Date, the reason for which is unrelated to construction schedules or permitting.

Metering Point: The point at which the billing meter is connected (for meters that do not use instrument transformers). For meters that use instrument transformers, the point at which the instrument transformers are connected.

ATTACHMENT IV GLOSSARY

NEC: National Electric Code

NEMA: National Electrical Manufacturers Association.

NERC: North American Electric Reliability Corporation.

NESC: National Electric Safety Code.

NEPOOL: New England Power Pool.

Net Metering: The process, in accordance with the applicable Eversource tariff, whereby the metered electrical energy production by a Generating Facility is subtracted from the metered electrical energy sales to the Generator at such Generating Facility.

Non-Islanding: Describes the ability of a Generating Facility to avoid unintentional islanding through the operation of its Interconnection equipment.

NRTL: An accredited Nationally Recognized Testing Laboratory, which has been approved to perform the certification testing required for Generating Facilities.

Operating Requirements: Any operating and technical requirements that may be required by Eversource, including those set forth in the Interconnection Agreement (Exhibit B), or the Applicable Reliability Standards.

Party: Each of Eversource and the Generator, collectively the “**Parties.**”

Point of Delivery: See Contract Path

Point of Interconnection: The point at which the Generating Facility’s local electric power system connects to the EPS, such as the electric power revenue meter or premises service transformer.

Point of Receipt: See Contract Path

Scoping Meeting: A scoping meeting is to discuss the Interconnection Request, review any existing studies relevant to the application, and discuss whether Eversource should perform a System Impact Study, a Facility Study, or proceed to an Interconnection Agreement.

Switchgear: Components for switching, protecting, monitoring and controlling the EPS.

Synchronous Generator: A synchronous alternating-current machine which transforms mechanical power into electric power. (A synchronous machine is one in which the average speed of normal operation is exactly proportional to the frequency of the system to which it is connected.)

System Impact Studies: The Transmission System Impact Study and the Distribution System Impact Study. These are engineering studies that evaluate the impact of the proposed Interconnection on the safety and reliability of the EPS. The study shall identify

ATTACHMENT IV GLOSSARY

and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on adverse system impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting. The Distribution System Impact Study shall incorporate any combination of the following: (a) short circuit analyses; (b) stability analyses; (c) power flow analyses; (d) distribution load flow studies; (e) analyses of equipment interrupting ratings; (f) voltage drop and flicker studies; (g) protection coordination studies; (h) protection and set point coordination studies; and (i) grounding reviews.

Tariffs: Rates and charges of Eversource for service as filed and approved by the NHPUC.

Technical Requirements: Technical requirements for the Interconnection, attached hereto as Exhibit A.

Telemetry: The transmission of Generating Facility data using telecommunications techniques.

Terms and Conditions: Eversource's terms and conditions for providing electric delivery service as approved by the NHPUC.

Transfer Switch: A switch designed so that it will disconnect the load from one power source and reconnect it to another source.

Transmission System: Eversource's facilities and equipment used to transmit electricity generally at voltage levels greater than 69 kV.

Transmission System Impact Study: An engineering study that evaluates the impact of the proposed Interconnection on the safety and reliability of the Transmission System.

STATE OF NEW HAMPSHIRE
BEFORE THE
NEW HAMPSHIRE DEPARTMENT OF ENERGY
DOE DOCKET NO. 2024-__

Kearsarge Solar LLC, Rewild Renewables, LLC, and Lodestar Energy, LLC

v.

Public Service Company of New Hampshire and Eversource Energy Service Company

AFFIDAVIT OF CLAYTON MACDONALD

1. My residential address is 10 Baldwin Street, Stratford, NH 03590.
2. Kearsarge Solar has requested my testimony concerning the importance of solar energy collection and the need for Eversource to fulfill its public service obligations.
3. The issue relates to me because Katrin Kerner and I own property in Stratford, NH that has potential for a Kearsarge Solar multi-acre photovoltaic installation.
4. The issue relates to me also because I am a member of the Town of Stratford Select Board.
5. Thus, from both personal considerations, and economic and modernization considerations for the Town and for Coös County as a whole, I find it deeply troubling that Eversource is so slow to respond to the needs of our area, and to the needs of our region and country – indeed, to the needs of the world.
6. The age of centralized electric power generation and distribution appears to have no future at this time.
7. Rather distributed generation and a modern electrical grid to support it seems to be the way forward to minimize both cost to consumers and cost to the environment.
8. As yet, Eversource has not announced any intent to significantly upgrade the capacity of its distribution network locally.

9. This, along with its slow response to connection applications does our economy and Eversource's stockholders (as well as reputation) a disservice.

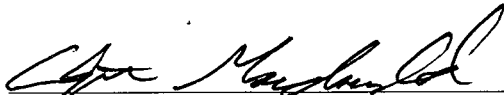
10. Katrin Kerner and I have offered the use of our potential site to Kearsarge at some personal sacrifice in terms of opportunity cost, and in terms of choosing the partial development of our land over its conversion to unmanaged wildland, something that is also in dreadful short supply here in the northeast.

11. We accepted Kearsarge's offer for leasing our land because of our feeling of urgency to reduce CO2 emissions and because we thought the firm capable of moving forward quickly.

12. Is it too much to ask Eversource to demonstrate, if not an equal, at least a minimum of responsibility toward the economy and region it operates in?

I, Clayton MacDonald, hereby depose and state under oath that the above information is true and correct to the best of my knowledge and belief.

Date: March 15, 2024

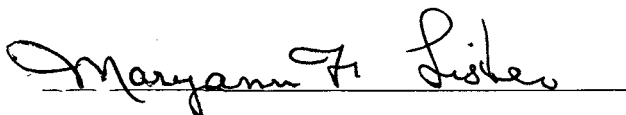


Clayton MacDonald

STATE OF NEW HAMPSHIRE

COUNTY OF COÖS

Personally appeared the above-named Clayton MacDonald and gave oath that the foregoing affidavit is true and accurate to the best of their knowledge, information, and belief.



Maryann F. Liske

Notary Public/Justice of the Peace

My Commission expires: June 24, 2025

STATE OF NEW HAMPSHIRE
BEFORE THE
NEW HAMPSHIRE DEPARTMENT OF ENERGY
DOE DOCKET NO. 2024-__

Kearsarge Solar Energy, LLC, Rewild Renewables, LLC, and Lodestar Energy, LLC

v.

Public Service Company of New Hampshire and Eversource Energy Service Company

**AFFIDAVIT OF DAVID PURINGTON,
TRUSTEE OF THE PURINGTON FAMILY TRUST**

1. My residential address is 86 Hutchins Hill Road, Hopkinton, NH 03229.
2. I am Trustee of the Purington Family Trust (“Trust”).
3. About a year ago, ReWild Renewables (“ReWild”) approached me, as Trustee of the Trust, to lease land the Trust owns in Bristol that was in a prime location for the placement of a Community Solar Farm.
4. Before I would consider the proposal, I asked ReWild to reach out to the Town of Bristol through the Energy Committee chair to see if this project would be looked upon favorably.
5. The Energy Committee chair's enthusiastic response was “let me know if I can help in any way.”
6. Having roots in the area, I was aware of Bristol’s history where 100 years ago they produced their own energy (hydro) and with that came numerous manufacturing enterprises.
7. My great grandfather had a sawmill on the Fowler River and my grandfather worked in the Crutch Factory on the Newfound River.
8. All except one hydro plant have closed due to a prior century business strategy of centralizing power and manufacturing.

9. Bristol's Energy Committee has three goals: reduce energy costs, improve energy resiliency, and to reduce overall greenhouse emissions.

10. Their past minutes noted that although it was a nice thought, the reality of solar panels on numerous residences in town was not a viable option due to costs and physical locations.

11. That is why the Purington Family Trust is writing this testimony in hopes of convincing Eversource that the Bristol NH Community Solar Farm on Summer Street should not be delayed.

12. In Bristol you have a community committed to responsible energy; who has just invested in a small solar field to reduce the operating cost of its wastewater treatment facility; a population that is classified as low to moderate income that may own or rent housing where solar panels on their rooftop is not an option.

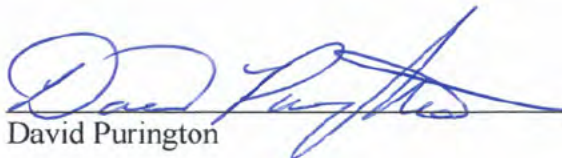
13. So, if a Community Solar Farm came to town where they could sign up at no cost and be rewarded with lower energy costs and reduced greenhouse emissions, that would be a win for this community.

14. The people of this community could truly benefit from speedy interconnection approval.

15. Please do not delay the Bristol NH Community Solar Farm on Summer Street proposed by ReWild Renewables.

I, David Purington, hereby depose and state under oath that the above information is true and correct to the best of my knowledge and belief.

Date: March 14, 2024


David Purington

STATE OF New Hampshire

COUNTY OF Merrimack

Personally appeared the above-named David Purington and gave oath that the foregoing affidavit is true and accurate to the best of their knowledge, information, and belief.

Joshua Cunha

Notary Public/Justice of the Peace

My Commission expires: 2/8/28



STATE OF NEW HAMPSHIRE
BEFORE THE
NEW HAMPSHIRE DEPARTMENT OF ENERGY
DOE DOCKET NO. 2024-__

Kearsarge Solar LLC, Rewild Renewables, LLC, and Lodestar Energy, LLC

v.

Public Service Company of New Hampshire and Eversource Energy Service Company

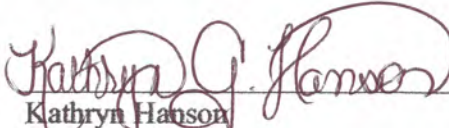
AFFIDAVIT OF KATHRYN HANSON

1. My residential address is 388 Mill Village Road North, Goshen, NH 03752.
2. I have been asked to make a statement regarding my and my husband's decision to pursue a solar farm on our property.
3. When approached about the idea approximately two years ago, we had not entertained such an idea, but for many factors, we decided to sign on to see if it could work for all involved.
4. Below are the most significant reasons for us wanting this project developed:
 - a. The income would help to supplement our cost of living as we hope to soon both be retired.
 - b. Knowing there is a set amount of income to offset our retirement fund would be of great comfort to us.
 - c. We have been waiting 19 stressful months to hear that our project has been given the green light by Eversource and this has put our life and decisions for retirement on hold.
 - d. Governor Chris Sununu of the State of New Hampshire called for more solar projects in his inaugural address.

- e. If homeowners aren't willing to give up land for these projects, then sustainable energy options will not be developed.
 - f. Going solar helps avoid rising energy costs.
 - g. Every year, electricity prices continue to increase throughout the country.
 - h. Enabling more solar projects in New England would help to keep energy cost reasonable.
 - i. Going solar increases our property value, homes with solar sell for more than homes without.
 - j. This solar farm will provide a small income for us and our family for generations.
5. We believe strongly that more clean, renewable energy sources are needed.
6. Solar energy can reduce air pollution, doesn't consume water to function, is not dependent on fossil fuels or foreign oil, is accessible everywhere on earth and contributes to a cleaner environment.
7. We did not come to the decision to pursue this project lightly, but this delay in decision making is prolonging our life decisions.
8. If Eversource is interested in using energy alternatives, then they need to do their best to evaluate and decide in a timely manner.

I, Kathryn Hanson, hereby depose and state under oath that the above information is true and correct to the best of our knowledge and belief.

Date: March 15, 2024


Kathryn Hanson

STATE OF NEW HAMPSHIRE

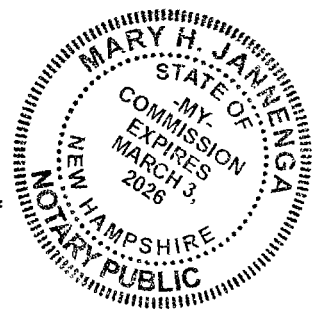
COUNTY OF Sullivan

Personally appeared the above-named Kathryn Hanson and gave oath that the foregoing affidavit is true and accurate to the best of her knowledge, information, and belief.

Mary Janga

Notary Public/Justice of the Peace

My Commission expires: 3/3/26



PowerClerk Project ID	System Size as of 3/28 (kW)	Historical Project ID	Company	PUC 900s (in addition to enabling RSAs)
HISTNH-14286	999	T5156	Kearsarge	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00281	4,999	D1320	Kearsarge	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00290	4,999	D1329	Kearsarge	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00301	4,999	D1340	Kearsarge	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00303	4,999	D1342	Kearsarge	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00291	11,000	D1330	Kearsarge	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00296	9,000	D1335	Kearsarge	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00295	999	D1334	Kearsarge	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00330	4,999	D1369	Kearsarge	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00335	4,999	D1374	Kearsarge	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00333	999	D1372	Kearsarge	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00312	4,999	D1351	Kearsarge	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00392	20,000	D1431	Kearsarge	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00391	2,000	D1430	Kearsarge	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00389	18,620	D1428	Kearsarge	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00390	15,000	D1429	Kearsarge	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00451	4,999	D1490	Kearsarge	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00445	4,999	D1484	Kearsarge	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00329	5,000	D1438	Kearsarge	903.01(a)-(e), 903.02(a)-(b)
ESNH-00545	2,000	ESNH-00545	Kearsarge	903.01(a)-(e), 903.02(a)-(b)
ESNH-00512	3,125	ESNH-00512	Kearsarge	903.01(a)-(e), 903.02(a)-(b)
HISTNH-19092	4,998	D1542	Lodestar	903.01(a)-(e), 903.02(a)-(b)
HISTNH-19111	4,998	D1561	Lodestar	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00352	4,999	D1391	ReWild	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00366	4,999	D1405	ReWild	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00383	999	D1422	ReWild	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00395	4,999	D1434	ReWild	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00353	4,999	D1392	ReWild	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00381	4,999	D1420	ReWild	903.01(a)-(e), 903.02(a)-(b)
HISTNH-00452	4,999	D1491	ReWild	903.01(a)-(e), 903.02(a)-(b)
HISTNH-19102	4,999	D1552	ReWild	903.01(a)-(e), 903.02(a)-(b)



Rewild Projects - Deemed Complete?

Berlandy, Toni R <[mailto:toni.berlandy@eversource.com]>
To: Matt Doubleday <[mailto:matt@rewildrenewables.com]>

Tue, Aug 15, 2023 at 8:41 AM

Hi Matt,

Here is the spreadsheet we talked about yesterday.

Project ID	Proj Name	Project Size	Deemed Complete	State Level Queue Position	Substation Queue
D1391	ReWild [REDACTED]	5000	14-Mar-23	13	Monadnock - only 3 projects on sub
D1405	ReWild [REDACTED]	4999	24-Mar-23	17	Monadnock - only 3 projects on sub
D1422	ReWild [REDACTED]	999	18-Apr-23	26	Monadnock - only 3 projects on sub
D1434	ReWild [REDACTED]	5000	12-Jun-23	46	Pemigewasset - only project on sub
D1392	ReWild [REDACTED]	5000	11-Jul-23	57	Laconia - Two projects ahead
D1420	ReWild [REDACTED]	4999	24-Jul-23	58	Chester - One project ahead
D1491	ReWild [REDACTED]	4999	24-Jul-23	59	Chestnut Hill - three projects ahead on sub

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Follow up - queueing process

7 messages

Matt Doubleday <matt@rewildrenewables.com>
To: Toni R Berlandy <toni.berlandy@eversource.com>

Thu, Jul 6, 2023 at 10:39 AM

Hi Toni,
Thank you for the time on the phone yesterday. I just wanted to follow up to confirm exactly what we discussed on the queueing process. Our project D1391 [REDACTED] has 18 projects ahead of it in the statewide NH queue but it is the first project in queue on the Monadnock substation. Correct? And based on Eversource's current queueing and studying process, the 18 projects ahead of D1391 would be sequentially and singularly studied one at a time before the study for D1391 could commence. Is that correct as well? I want to confirm because our experience in all other states, including with Eversource in MA, is that the study queue is created based on the substation and therefore because D1391 is first in queue on the Monadnock sub it should go into study *now* rather than waiting several years for the 18 projects in the state-wide queue to complete their studies one at a time.

Thank you for your time and I look forward to discussing further with you and Jim.

Best,



Matt Doubleday
Director of Interconnection
(603) 852-2318
47 Bow St
Portsmouth, NH 03801
Check out our new website! [Rewild Renewables](#)

Berlandy, Toni R <toni.berlandy@eversource.com>
To: Matt Doubleday <matt@rewildrenewables.com>

Fri, Jul 7, 2023 at 7:38 AM

Hi Matt,
You are correct. Followed by D1422 and D1405.

Thanks.
Toni

From: Matt Doubleday <matt@rewildrenewables.com>
Sent: Thursday, July 6, 2023 10:39 AM
To: Berlandy, Toni R <toni.berlandy@eversource.com>
Subject: Follow up - queueing process

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Matt Doubleday <matt@rewildrenewables.com>
To: Toni R Berlandy <toni.berlandy@eversource.com>

Mon, Jul 10, 2023 at 9:49 AM

Toni,
1405 was submitted before 1422 so I believe the order should be the following;

- 1. D1391 - [REDACTED] site (4,999 kW)
- 2. D1405 - [REDACTED] site (999 kW)
- 3. D1422 - [REDACTED] site (999 kW)

Can you confirm you have this order in the queue? Also can progress on scheduling a call with Jim this week?

Thank you,



Matt Doubleday
Director of Interconnection
(603) 852-2318
47 Bow St
Portsmouth, NH 03801
Check out our new website! [Rewild Renewables](#)

[Quoted text hidden]

Berlandy, Toni R <toni.berlandy@eversource.com>
To: Matt Doubleday <matt@rewildrenewables.com>

Mon, Jul 10, 2023 at 10:40 AM

Hi Matt,
You are correct.
But the day they are deemed complete is the date used for the queue. Which is still the same order below.

Thanks,

[Quoted text hidden]
[Quoted text hidden]

Matt Doubleday <matt@rewildrenewables.com>
To: Toni R Berlandy <toni.berlandy@eversource.com>

Mon, Jul 10, 2023 at 10:45 AM

Can you schedule a call with Jim this week? Or send me his email and I can see when he's free?



Matt Doubleday
Director of Interconnection
(603) 852-2318
47 Bow St
Portsmouth, NH 03801
Check out our new website! Rewild Renewable

[Quoted text hidden]

Matt Doubleday <matt@rewildrenewables.com>
To: Toni R Berlandy toni.berlandy@eversource.com

Thu, Jul 13, 2023 at 9:27 AM

Hi Toni,
Checking in to see if I can speak with Jim about this soon. So you know we plan to file comments with DOE on this queueing process and bring them up at the next technical session on interconnection as the industry needs clarity on the process and a much faster process similar to what Eversource does in MA.



Matt Doubleday
Director of Interconnection
(603) 852-2318
47 Bow St
Portsmouth, NH 03801
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[Quoted text hidden]

Reminder <reminder@superhuman.com>
To: matt@rewildrenewables.com

Mon, Jul 17, 2023 at 7:00 AM

Reminder returned

Go to Superhuman



Project Queue/Substation Queue
17 messages

Berlancy, Toni R <toni.berlancy@eversource.com>
To: Matt Doubleday <mat@rewildrenewables.com>

Fri, Nov 3, 2023 at 9:02 AM

	State Queue	Substation	SS Queue
D1391		12 Menadnock	2
D1405		16 Menadnock	3
D1422		25 Menadnock	4
D1434		37 Pemigewasset	1
D1392		54 Laconia	5
D1491		57 Chestnut Hill	4
D1420		56 Chester	2
D1552		not in queue yet	

Hi Matt:

Here is the list you requested. Please let me know if you have any questions.

Thanks,
Toni

Toni Berlancy
Senior Account Executive, Distributed Energy Resources
Phone: 603-670-4400

Eversource Energy
107 Seaboard Street, Berlin, CT 06032

toni.berlancy@eversource.com
www.eversource.com

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Matt Doubleday <mat@rewildrenewables.com>
To: Toni R. Berlancy <toni.berlancy@eversource.com>

Fri, Nov 3, 2023 at 9:13 AM

Hi Toni,
Thanks for the updates. A few follow up questions below

- D1392 - This says 5th on the SS queue but the last update we received from August 2023 (below) said it was 3rd in queue. What changed?
- The August 2023 update (below) D1391, D1405 and D1422 were the only three projects in queue on the SS. At what point was the project that is first in queue on the Menadnock SS deemed complete? What state level queue position is that project?
- D1552 - when will this one be in queue? We submitted the pre-app and the full application over a month ago.

Project ID	Prj Name	Project Size	Deemed Complete	State Level Queue Position	Substation Queue
D1391	ReWild	5000	14-Mar-23	13	Menadnock - only 3 projects on sub
D1405	ReWild	4999	24-Mar-23	17	Menadnock - only 3 projects on sub
D1422	ReWild	999	18-Apr-23	26	Menadnock - only 3 projects on sub
D1434	ReWild	5000	12-Jun-23	46	Pemigewasset - only project on sub
D1392	ReWild	3000	11-Jul-23	57	Laconia - two projects ahead
D1420	ReWild	4999	24-Jul-23	58	Chester - One project ahead
D1491	ReWild	4999	24-Jul-23	59	Chestnut Hill - three projects ahead on sub



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To: Matt Doubleday <mat@rewildrenewables.com>

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Thanks,
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From: Matt Doubleday <matt@rewildrenewables.com>
Sent: Friday, November 3, 2023 9:14 AM
To: Berlandy, Toni R <toni.berlandy@eversource.com>
Subject: Re: Project Queue/Substation Queue

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When will the pre-app be complete? It's been almost 6 weeks.



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Thank you,



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Portsmouth, NH 03801
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Toni,
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Portsmouth, NH 03801
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Table with 6 columns: Project ID, Proj Name, Project Size, Deemed Complete, State Level Queue Position, Substation Queue. Rows include projects D1391, D1405, D1422, D1434, D1392, D1420, and D1491.



Matt Doubleday
Director of Interconnection
(603) 852-2318
47 Bow St
Portsmouth, NH 03801
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On Fri, Nov 03, 2023 at 9:02 AM, Toni R Berlandy <toni.berlandy@eversource.com> wrote:

Table with 4 columns: ID, State Queue, Substation, SS Queue. Rows include D1391, D1405, D1422, D1434, D1392, D1491, D1420, and D1552.

Hi Matt,

Here is the list you requested. Please let me know if you have any questions.

Thanks,
Toni

Toni Berlandy
Senior Account Executive, Distributed Energy Resources
Phone: 860-670-4408

Eversource Energy
107 Selden Street, Berlin, CT 06037

toni.berlandy@eversource.com
www.eversource.com

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Matt Doubleday <matt@rewildrenewables.com>
To: Toni R Berlandy <toni.berlandy@eversource.com>

Mon, Dec 4, 2023 at 2:27 PM

Toni,
Can we reschedule this call for tomorrow (Tuesday) or Wednesday please?



Matt Doubleday
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(603) 852-2318
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Project ID	Proj Name	Project Size	Deemed Complete	State Level Queue Position	Substation Queue

D1391	ReWild [REDACTED]	5000	14-Mar-23	13	Monadnock - only 3 projects on sub
D1405	ReWild [REDACTED]	4999	24-Mar-23	17	Monadnock - only 3 projects on sub
D1422	ReWild [REDACTED]	999	18-Apr-23	26	Monadnock - only 3 projects on sub
D1434	ReWild [REDACTED]	5000	12-Jun-23	46	Pemigewasset - only project on sub
D1392	ReWild [REDACTED]	5000	11-Jul-23	57	Laconia - Two projects ahead
D1420	ReWild [REDACTED]	4999	24-Jul-23	56	Chester - One project ahead
D1491	ReWild [REDACTED]	4999	24-Jul-23	59	Chestnut Hill - three projects ahead on sub



ReWild
 Matt Doubleday
 Director of Interconnection
 (603) 852-2313
 47 Bow St
 Portsmouth, NH 03801
 Check out our new website! [ReWild Renewables](#)

On Fri, Nov 03, 2023 at 9:02 AM, Toni R Berlandy <tonrberlandy@eversource.com> wrote:

	State Queue	Substation	QS Queue
D1391	[REDACTED]	12 Monadnock	3
D1405	[REDACTED]	16 Monadnock	3
D1422	[REDACTED]	25 Monadnock	4
D1434	[REDACTED]	37 Pemigewasset	1
D1392	[REDACTED]	54 Laconia	5
D1491	[REDACTED]	57 Chestnut Hill	4
D1420	[REDACTED]	56 Chester	3
D1552	[REDACTED]	not in queue yet	

Hi Matt,

Here is the list you requested. Please let me know if you have any questions!

Thank you!

Toni Berlandy
 Senior Account Executive, Distributed Energy Resources
 Phone: 860-670-4408

Eversource Energy
 107 Selden Street, Berlin, CT 06037

tonrberlandy@eversource.com
 www.eversource.com

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Barlandy, Toni R <tonrberlandy@eversource.com>
 To: Matt Doubleday <matd@rewildrenewables.com>

Mon, Dec 4, 2023 at 3:15 PM

Hi Matt,
 Yes we can. I apologize for not rescheduling last week.
 I am available 10:00 – noon tomorrow 12/5 and after 2:00 on Wednesday 12/6
 Let me know which works best for you.
 Thank you,
 Toni

From: Matt Doubleday <matt@rewildrenewables.com>
Sent: Monday, December 4, 2023 2:28 PM
To: Berlandy, Toni R <toni.berlandy@eversource.com>
Subject: RE: Project Queue/Substation Queue

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[47 Bow St](#)
 Portsmouth, NH 03801
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Toni,
 Okay, tomorrow from 9-10 am 11 am - 2 pm and 3-5 pm are open.



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Matt Doubleday
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Hi Toni,

We received the pre-application report for D1552 [REDACTED] . Can you let us know when that full application is deemed complete and what the state and substation level queue positions are?

Thank you,



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Toni,
When will the pre-app be complete? It's been almost 6 weeks.



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D1552, we do have the application, but I do not see that the pre-application report has been completed. The application can not be deemed complete, until the pre-application report is complete.
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Matt Doubleday <matt@rewildrenewables.com>
To: Toni R Berlandy <toni.berlandy@eversource.com>

Mon, Dec 4, 2023 at 3:32 PM

Lets do tomorrow at 10:30 am.



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D1422	ReWild	900	18-Apr-23	28	Monadnock - only 3 projects on sub
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 107 Seiden Street, Berlin, CT 06037
 tom.berlandy@eversource.com
 www.eversource.com

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2 attachments

image001.gif
3K

EVERSOURCE image002.png
4K



Matt Doubleday <mattd@rewildrenewables.com>

Rewild projects - Queue position requests

10 messages

Matt Doubleday <mattd@rewildrenewables.com>
To: Ian M Murphy <ian.murphy@eversource.com>

Mon, Jan 8, 2024 at 2:21 PM

Hi Ian,
Good to meet you and chat briefly. Looking forward to working together. Below is the list of projects. Could you provide the State and Substation level queue positions? Thank you!

Street Address	Town/City	App ID#	State Level Queue Position	Substation Queue Position
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[REDACTED]	[REDACTED]	D1392		
[REDACTED]	[REDACTED]	D1420		
[REDACTED]	[REDACTED]	D1491		
[REDACTED]	[REDACTED]	D1552		



Matt Doubleday
Director of Interconnection
(803) 852-2318
47 Bow St
Portsmouth, NH 03801
Check out our new website! Rewild Renewables

Matt Doubleday <mattd@rewildrenewables.com>
To: Ian M Murphy <ian.murphy@eversource.com>

Tue, Jan 16, 2024 at 10:02 AM

Hi Ian,
Hope you're doing well today. Would you be able to provide this information by the end of the week?



Matt Doubleday
Director of Interconnection
(803) 852-2318
47 Bow St
Portsmouth, NH 03801
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(Quoted text hidden)

Matt Doubleday <mattd@rewildrenewables.com>
To: Ian M Murphy <ian.murphy@eversource.com>

Mon, Jan 22, 2024 at 9:12 AM

Hi Ian,
Checking in on the queue updates for our projects. Would you be able to send me this information before our call this afternoon?

Thank you,



Matt Doubleday
Director of Interconnection
(803) 852-2318
47 Bow St
Portsmouth, NH 03801
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(Quoted text hidden)

Murphy, Ian M <ian.murphy@eversource.com>
To: Matt Doubleday <mattd@rewildrenewables.com>

Mon, Jan 22, 2024 at 4:03 PM

Matt,

Please see the update chart below.

Street Address	Town/City	App ID#	State Level Queue Position	Substation Queue Position
[REDACTED]	[REDACTED]	D1391	21	2
[REDACTED]	[REDACTED]	D1405	24	3
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[REDACTED]	[REDACTED]	D1392	22	2

[REDACTED]	[REDACTED]	D1420	31	2
[REDACTED]	[REDACTED]	D1491	45	4
[REDACTED]	[REDACTED]	D1552	71	8

Sincerely,

Jan Murphy
 Sr. Account Executive, Distributed Energy Connections
 Eversource Energy
 370 Amherst St., Nashua NH, 03063
www.eversource.com
 EVERS@URCE

From: Matt Doubleday <matt@rewildrenewables.com>
 Sent: Monday, January 22, 2024 9:13 AM
 To: Murphy, Ian M <ian.murphy@eversource.com>
 Subject: Re: Rewild projects - Queue position requests

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Hi Ian,
Checking in on the queue updates for our projects. Would you be able to send me this information before our call this afternoon?

Thank you,

[REDACTED]
 Matt Doubleday
 Director of Interconnection
 (603) 852-2318
 47 Bow St
 Portsmouth, NH 03801
 Check out our new website! Rewild Renewables.

On Tue, Jan 16, 2024 at 10:02 AM, Matt Doubleday <matt@rewildrenewables.com> wrote:

Hi Ian,
Hope you're doing well today. Would you be able to provide this information by the end of the week?

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[REDACTED]
 Matt Doubleday
 Director of Interconnection
 (603) 852-2318
 47 Bow St
 Portsmouth, NH 03801
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Matt Doubleday <matt@rewildrenewables.com>
To: Ian M Murphy <ian.murphy@eversource.com>

Tue, Jan 23, 2024 at 2:38 PM

Ian,
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	State Queue	Substation	SS Queue
D1391	[REDACTED]	12 Monadnock	2
D1405	[REDACTED]	16 Monadnock	3
D1422	[REDACTED]	25 Monadnock	4

D1434	[REDACTED]	37	Pemigewasset	1
D1392	[REDACTED]	54	Laconia	5
D1491	[REDACTED]	57	Chestnut Hill	4
D1420	[REDACTED]	56	Chester	2
D1552	[REDACTED]		not in queue yet	

A few are also much earlier in queue than before. I have your table below and marked the dates that are later in red and earlier in blue. I'm a bit concerned by all the changes. Can you help me understand why these changed so significantly. We are largely worried about D1391, D1405, and D1422 which were submitted in Feb and March of 2023. So we would really like to see movement on those projects and they seem to be moving backwards...

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[REDACTED]	[REDACTED]	D1491	45	4
[REDACTED]	[REDACTED]	D1552	71	6



Matt Doubleday
Director of Interconnection
(603) 852-2318
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Portsmouth, NH 03801

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[REDACTED]	[REDACTED]	D1552	71	6

Sincerely,

Ian Murphy
Sr. Account Executive, Distributed Energy Connections
Eversource Energy
370 Amherst St., Nashua NH, 03063
www.eversource.com
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From: Matt Doubleday <matt@rewildrenewables.com>
Sent: Monday, January 22, 2024 9:13 AM
To: Murphy, Ian M <ian.murphy@eversource.com>
Subject: Re: Rewild projects - Queue position requests

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 Matt Doubleday
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██████████	██	D1434		
██████████	██	D1392		
██████████	██	D1420		
██████████	██	D1491		
P-██████████	██	D1562		

 Matt Doubleday
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Matt Doubleday <matt@rewildrenewables.com>
 To: Ian M Murphy <ian.murphy@eversource.com>

Tue, Jan 30, 2024 at 3:15 PM

Ian,
 Just following up on this to get clarity on our queue positions?



Matt Doubleday
 Director of Interconnection
 (803) 852-2318
 47 Bow St
 Portsmouth, NH 03801
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D1392	[REDACTED]	54 Laconia	5
D1491	[REDACTED]	57 Chestnut Hill	4
D1420	[REDACTED]	56 Chester	2
D1552	[REDACTED]	not in queue yet	

A few are also much earlier in queue than before. I have your table below and marked the dates that are later in red and earlier in blue. I'm a bit concerned by all the changes. Can you help me understand why these changed so significantly. We are largely worried about D1391, D1405, and D1422 which were submitted in Feb and March of 2023. So we would really like to see movement on those projects and they seem to be moving backwards...

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[REDACTED]	[REDACTED]	D1420	31	2
[REDACTED]	[REDACTED]	D1491	45	4
[REDACTED]	[REDACTED]	D1552	71	6

Sincerely,

Ian Murphy
Sr. Account Executive, Distributed Energy Connections
Eversource Energy
370 Amherst St., Nashua NH, 03063
www.eversource.com
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From: Matt Doubleday <matt@rewildrenewables.com>
Sent: Monday, January 22, 2024 9:13 AM
To: Murphy, Ian M <ian.murphy@eversource.com>
Subject: Re: Rewild projects - Queue position requests

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██████████	██	D1420		
██████████		D1491		
██████████	██	D1552		

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Matt Doubleday <matt@rewildrenewables.com>
To: Ian M Murphy <ian.murphy@eversource.com>

Mon, Feb 5, 2024 at 9:53 AM

Ian,
Can you please clarify these queue positions by our call at 2 pm today?



Matt Doubleday
Director of Interconnection

(603) 852-2318

47 Bow St

Portsmouth, NH 03801

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On Tue, Jan 30, 2024 at 3:15 PM, Matt Doubleday <matt@rewildrenewables.com> wrote:

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Matt Doubleday

Director of Interconnection

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47 Bow St

Portsmouth, NH 03801

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D1392	[REDACTED]	54 Laconia	5
D1491	[REDACTED]	57 Chestnut Hill	4
D1420	[REDACTED]	56 Chester	2
D1552	[REDACTED]	not in queue yet	

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Matt Doubleday

Director of Interconnection

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47 Bow St

Portsmouth, NH 03801

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Sincerely,

Ian Murphy
 Sr. Account Executive, Distributed Energy Connections
 Eversource Energy
 370 Amherst St., Nashua NH, 03063
www.eversource.com
 EVERSOURCE

From: Matt Doubleday <matt@rewildrenewables.com>
 Sent: Monday, January 22, 2024 9:13 AM
 To: Murphy, Ian M <Ian.murphy@eversource.com>
 Subject: Re: Rewild projects - Queue position requests

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 (603) 852-2318
 47 Bow St
 Portsmouth, NH 03801
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██████████	████	D1491		
██████████	████	D1552		

 Matt Doubleday
 Director of Interconnection

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Matt Doubleday <matt@rewildrenewables.com>
To: Ian M Murphy <ian.murphy@eversource.com>

Mon, Feb 12, 2024 at 9:17 AM

Hi Ian,
Following up here on the queue request. Can you please update the table below?

Street Address	Town/City	App ID#	State Level Queue Position	Substation Queue Position
[REDACTED]	[REDACTED]	D1391	21	2
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Matt Doubleday
Director of Interconnection
(603) 852-2318
47 Bow St
Portsmouth, NH 03801
Check out our new website! [Rewild Renewables](#)

On Mon, Feb 05, 2024 at 9:53 AM, Matt Doubleday <matt@rewildrenewables.com> wrote:
Ian,
Can you please clarify these queue positions by our call at 2 pm today?



Matt Doubleday
Director of Interconnection
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Director of Interconnection
(603) 852-2318
47 Bow St
Portsmouth, NH 03801
Check out our new website! [Rewild Renewables](#)

On Tue, Jan 23, 2024 at 2:38 PM, Matt Doubleday <matt@rewildrenewables.com> wrote:
Ian,
It looks as though a few of our projects have slipped to later queue positions somehow...we received the below information from Toni on 11/3/23.

	State Queue	Substation	SS Queue
D1391 [REDACTED]	12	Monadnock	2
D1405 [REDACTED]	16	Monadnock	3
D1422 [REDACTED]	25	Monadnock	4
D1434 [REDACTED]	37	Pemigewasset	1
D1392 [REDACTED]	54	Laconia	5
D1491 [REDACTED]	57	Chestnut Hill	4
D1420 [REDACTED]	56	Chester	2
D1552 [REDACTED]	not in queue yet		

A few are also much earlier in queue than before. I have your table below and marked the dates that are later in red and earlier in blue. I'm a bit concerned by all the changes. Can you help me understand why these changed so significantly. We are largely worried about D1391, D1405, and D1422 which were submitted in Feb and March of 2023. So we would really like to see movement on those projects and they seem to be moving backwards...

Street Address	Town/City	App ID#	State Level Queue Position	Substation Queue Position
[REDACTED]	[REDACTED]	D1391	21	2
[REDACTED]	[REDACTED]	D1405	24	3
[REDACTED]	[REDACTED]	D1422	32	4

[REDACTED]	[REDACTED]	D1434	38	1
[REDACTED]	[REDACTED]	D1392	22	2
[REDACTED]	[REDACTED]	D1420	31	2
[REDACTED]	[REDACTED]	D1491	45	4
[REDACTED]	[REDACTED]	D1552	71	8



Matt Doubleday
 Director of Interconnection
 (603) 852-2318
 47 Bow St
 Portsmouth, NH 03801

Check out our new website! Rewild Renewables

On Mon, Jan 22, 2024 at 4:03 PM, Ian M Murphy <ian.murphy@eversource.com> wrote:

Matt,

Please see the update chart below.

Street Address	Town/City	App ID#	State Level Queue Position	Substation Queue Position
[REDACTED]	[REDACTED]	D1391	21	2
[REDACTED]	[REDACTED]	D1405	24	3
[REDACTED]	[REDACTED]	D1422	32	4
[REDACTED]	[REDACTED]	D1434	39	1
[REDACTED]	[REDACTED]	D1392	22	2
[REDACTED]	[REDACTED]	D1420	31	2
[REDACTED]	[REDACTED]	D1491	45	4
[REDACTED]	[REDACTED]	D1552	71	8

Sincerely,

Ian Murphy
 Sr. Account Executive, Distributed Energy Connections
 Eversource Energy
 370 Amherst St., Nashua NH, 03063
www.eversource.com
 EVERS@URCE

From: Matt Doubleday <matd@rewildrenewables.com>
 Sent: Monday, January 22, 2024 9:13 AM
 To: Murphy, Ian M <ian.murphy@eversource.com>
 Subject: Re: Rewild projects - Queue position requests

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Do not click on links or attachments if sender is unknown or if the email is unsolicited from someone you know, and never provide a user ID or password. Report suspicious emails by selecting 'Report Phish' or forwarding to: SPAMFEEDBACK@EVERSOURCE.COM for analysis by our cyber security team.

Hi Ian,

Checking in on the queue updates for our projects. Would you be able to send me this information before our call this afternoon?

Thank you.

[Signature]
 Matt Doubleday
 Director of Interconnection
 (603) 852-2318
 47 Bow St
 Portsmouth, NH 03801
 Check out our new website! Rewild Renewables

On Tue, Jan 16, 2024 at 10:02 AM, Matt Doubleday <matt@rewildrenewables.com> wrote:

Hi Ian,

Hope you're doing well today. Would you be able to provide this information by the end of the week?

Matt Doubleday

Director of Interconnection

(603) 852-2318

47 Bow St

Portsmouth, NH 03801

Check out our new website! [Rewild Renewables](#)

On Mon, Jan 08, 2024 at 2:21 PM, Matt Doubleday <matt@rewildrenewables.com> wrote:

Hi Ian,

Good to meet you and chat briefly. Looking forward to working together. Below is the list of projects. Could you provide the State and Substation level queue positions? Thank you!

Street Address	Town/City	App ID#	State Level Queue Position	Substation Queue Position
[REDACTED]	[REDACTED]	D1391		
[REDACTED]	[REDACTED]	D1405		
[REDACTED]	[REDACTED]	D1422		
[REDACTED]	[REDACTED]	D1434		
[REDACTED]	[REDACTED]	D1392		
[REDACTED]	[REDACTED]	D1420		
[REDACTED]	[REDACTED]	D1491		
[REDACTED]	[REDACTED]	D1552		

Matt Doubleday

Director of Interconnection

(603) 852-2318

47 Bow St

Portsmouth, NH 03801

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2 attachments

-WRD0001.jpg
1K

EVERSOURCE image001.png
5K

Reminder <reminder@superhuman.com>
To: matt@rewildrenewables.com

Fri, Feb 16, 2024 at 7:00 AM

Reminder returned

Take me to Superhuman

Matt Doubleday <matt@rewildrenewables.com>
To: Ian M Murphy <ian.murphy@eversource.com>

Fri, Feb 16, 2024 at 8:38 AM

Ian,
Would you be able to update/confirm these queue positions for our call on Tuesday 2/20?

Thank you,



Matt Doubleday

Director of Interconnection

(603) 852-2318

47 Bow St

Portsmouth, NH 03801

On Mon, Feb 12, 2024 at 9:17 AM, Matt Doubleday <matt@rewildrenewables.com> wrote: Hi Ian,

Following up here on the queue request. Can you please update the table below?

Street Address	Town/City	App ID#	State Level Queue Position	Substation Queue Position
[REDACTED]	[REDACTED]	D1391	21	2
[REDACTED]	[REDACTED]	D1405	24	3
[REDACTED]	[REDACTED]	D1422	32	4
[REDACTED]	[REDACTED]	D1434	39	1
[REDACTED]	[REDACTED]	D1392	22	2
[REDACTED]	[REDACTED]	D1420	31	2
[REDACTED]	[REDACTED]	D1491	45	4
[REDACTED]	[REDACTED]	D1552	71	6



Matt Doubleday

Director of Interconnection

(603) 852-2318

47 Bow St

Portsmouth, NH 03801

Check out our new website! [Rewild Renewables](#)

On Mon, Feb 05, 2024 at 9:53 AM, Matt Doubleday <matt@rewildrenewables.com> wrote:

Ian, Can you please clarify these queue positions by our call at 2 pm today?



Matt Doubleday

Director of Interconnection

(603) 852-2318

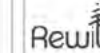
47 Bow St

Portsmouth, NH 03801

Check out our new website! [Rewild Renewables](#)

On Tue, Jan 30, 2024 at 3:15 PM, Matt Doubleday <matt@rewildrenewables.com> wrote:

Ian, Just following up on this to get clarity on our queue positions?



Matt Doubleday

Director of Interconnection

(603) 852-2318

47 Bow St

Portsmouth, NH 03801

Check out our new website! [Rewild Renewables](#)

On Tue, Jan 23, 2024 at 2:38 PM, Matt Doubleday <matt@rewildrenewables.com> wrote:

Ian, It looks as though a few of our projects have slipped to later queue positions somehow...we received the below information from Toni on 11/3/23.

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D1420	56	Chester	2
D1552	not in queue yet		

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[REDACTED]	[REDACTED]	D1422	32	4
[REDACTED]	[REDACTED]	D1434	39	1
[REDACTED]	[REDACTED]	D1392	22	2
[REDACTED]	[REDACTED]	D1420	31	2
[REDACTED]	[REDACTED]	D1491	45	4
[REDACTED]	[REDACTED]	D1552	71	6



Matt Doubleday
Director of Interconnection
(603) 852-2318
47 Bow St
Portsmouth, NH 03801
Check out our new website! Rewild Renewables

On Mon, Jan 22, 2024 at 4:03 PM, Ian M Murphy <ian.murphy@eversource.com> wrote:
Matt,

Please see the update chart below.

Street Address	Town/City	App ID#	State Level Queue Position	Substation Queue Position
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[REDACTED]	[REDACTED]	D1405	24	3
[REDACTED]	[REDACTED]	D1422	32	4
[REDACTED]	[REDACTED]	D1434	39	1
[REDACTED]	[REDACTED]	D1392	22	2
[REDACTED]	[REDACTED]	D1420	31	2
[REDACTED]	[REDACTED]	D1491	45	4
[REDACTED]	[REDACTED]	D1562	71	6

Sincerely,

Ian Murphy
Sr. Account Executive, Distributed Energy Connections
Eversource Energy
370 Amherst St., Nashua NH, 03083
www.eversource.com
EVERSOURCE

From: Matt Doubleday <matt@rewildrenewables.com>
Sent: Monday, January 22, 2024 9:13 AM
To: Murphy, Ian M <ian.murphy@eversource.com>
Subject: Re: Rewild projects - Queue position requests

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Matt Doubleday
Director of Interconnection
(603) 852-2318
47 Bow St
Portsmouth, NH 03801
Check out our new website! Rewild Renewables

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Hope you're doing well today. Would you be able to provide this information by the end of the week?



Matt Doubleday
 Director of Interconnection
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 47 Bow St
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[REDACTED]	[REDACTED]	D1434		
[REDACTED]	[REDACTED]	D1392		
[REDACTED]	[REDACTED]	D1420		
[REDACTED]	[REDACTED]	D1491		
[REDACTED]	[REDACTED]	D1552		



Matt Doubleday
 Director of Interconnection
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 47 Bow St
 Portsmouth, NH 03801
 Check out our new website! [Rewild Renewables](#)

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2 attachments

~WRD001.jpg
 1K

EVERSOURCE image001.png
 2K

STATE OF NEW HAMPSHIRE
BEFORE THE
NEW HAMPSHIRE DEPARTMENT OF ENERGY
DOE DOCKET NO. 2024-__

Kearsarge Solar, LLC, ReWild Renewables, LLC, and Lodestar Energy LLC

v.

Public Service Company of New Hampshire and Eversource Energy Service Company

AFFIDAVIT OF JACK FUNK

1. I am a Managing Director at Lodestar Energy LLC (“Lodestar”).
2. Based on my professional experience, I testify to the following.
3. Lodestar is willing to pay Eversource fees for interconnection studies in the ranges of up to \$75,000 per project under five megawatts.
4. The lengthy interconnection delays of Eversource have damaged Lodestar in myriad ways:
 - a. These delays increase the chances that Lodestar’s development projects will fail.
 - b. Lengthy interconnection delays risk site control agreements (leases, options, etc.) with landowners expiring, jeopardize offtaker supply as offtakers decide that they cannot keep waiting and must go another direction, and complicate permitting as land use laws change and approvals risk lapsing for projects which have been permitted.
 - c. For each project that fails, Lodestar estimates that it will forego approximately \$169,640 per megawatt alternating current in net metering revenue annually over a twenty-year net metering term.

d. These revenues do not include revenues Lodestar would receive from renewable energy certificates, the residual value of projects at the end of their net metering term, or development fees.

5. Municipalities could receive up to \$3,500 per megawatt of alternating current in property tax annually through payment in lieu of tax agreements.

6. Those in the construction trade could earn an estimated \$900,000 per megawatt of alternating current in construction wages.

7. Those in the electrical trade could earn an estimated \$1,276,343 per megawatt of alternating current in facility maintenance wages over a 20-year term.

I, Jack Funk, hereby depose and state under oath that the above information is true and correct to the best of my knowledge and belief.

Date: March 15, 2024

John W. Funk
Jack Funk aka John W. Funk

STATE OF NEW YORK

COUNTY OF WESTCHESTER

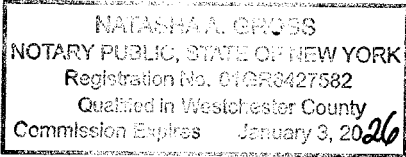
aka. JOHN W. FUNK

Personally appeared the above-named Jack Funk and gave oath that the foregoing affidavit is true and accurate to the best of their knowledge, information, and belief.

Natasha A. Gross

Notary Public/Justice of the Peace

My Commission expires: 01/03/2026



STATE OF NEW HAMPSHIRE
BEFORE THE
NEW HAMPSHIRE DEPARTMENT OF ENERGY
DOE DOCKET NO. 2024-__

Kearsarge Solar, LLC, ReWild Renewables, LLC, and Lodestar Energy, LLC

v.

Public Service Company of New Hampshire and Eversource Energy Service Company

AFFIDAVIT OF ROBERT LAMBERT

1. I am the Senior Vice President of Finance of ReWild Renewables, LLC (“ReWild”).
2. Based on my professional experience, I testify to the following.
3. ReWild is willing to pay Eversource fees for interconnection studies in the ranges of up to \$75,000 per project under five megawatts.
4. The lengthy interconnection delays Eversource have damaged ReWild in myriad ways:
 - a. These delays increase the chances that ReWild’s development projects will fail.
 - b. Lengthy interconnection delays risk site control agreements (leases, options, etc.) with landowners expiring, jeopardize offtaker (dedicated buyers of the net metering credits the projects generate—namely municipalities and other public entities) supply as offtakers decide that they cannot keep waiting and must go another direction, and complicate permitting as land use laws change and approvals risk lapsing for projects which have been permitted.
 - c. For each project that fails, ReWild estimates that it will forego approximately \$169,640 per megawatt alternating current in net metering revenue annually over a twenty-year net metering term.

- d. These revenues do not include revenues ReWild would receive from renewable energy certificates, the residual value of projects at the end of their net metering term, or development fees.
- 5. Municipalities could receive up to \$3,500 per megawatt of alternating current in property tax annually through payment in lieu of tax agreements.
- 6. Those in the construction trade could earn an estimated \$900,000 per megawatt of alternating current in construction wages.
- 7. Those in the electrical trade could earn an estimated \$1,276,343 per megawatt of alternating current in facility maintenance wages over a 20-year term.

I, Robert Lambert, hereby depose and state under oath that the above information is true and correct to the best of my knowledge and belief.

Date: March 15, 2024


 Robert Lambert

STATE OF New Hampshire

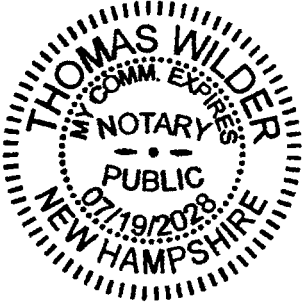
COUNTY OF Rockingham

Personally appeared the above-named Robert Lambert and gave oath that the foregoing affidavit is true and accurate to the best of their knowledge, information, and belief.



Notary Public/Justice of the Peace

My Commission expires: 7/19/28



STATE OF NEW HAMPSHIRE
BEFORE THE
NEW HAMPSHIRE DEPARTMENT OF ENERGY
DOE DOCKET NO. 2024-__

Kearsarge Solar LLC, ReWild Renewables, LLC, and Lodestar Energy LLC

v.

Public Service Company of New Hampshire and Eversource Energy Service Company

AFFIDAVIT OF EVERETT TATELBAUM

1. I am the Senior Vice President at Kearsarge Solar LLC (“Kearsarge”).
2. Based on my professional experience, I testify to the following:
3. Eversource has quoted Kearsarge overall per project fees for interconnection studies in the ranges of up to \$75,000 per project under five megawatts and nearing \$200,000 per project over five megawatts. Kearsarge has paid all interconnection fees due to Eversource in a timely fashion.
4. Eversource’s lengthy interconnection delays have caused considerable economic damage to Kearsarge:
 - a. The delays materially increase the chances that Kearsarge’s solar development projects will fail.
 - b. Lengthy interconnection delays risk site control agreements (leases, options, etc.) with landowners expiring, jeopardize offtaker supply as offtakers—primarily municipalities and other public entities—decide that they cannot keep waiting and must go another direction, and complicate permitting as land use laws change and approvals risk lapsing for projects which have been permitted.

- c. For each project that fails, Kearsarge estimates that it will forego approximately \$169,640 per megawatt alternating current in net metering revenue annually over a twenty-year net metering term.
- d. These revenues do not include revenues Kearsarge would receive from renewable energy certificates, the residual value of projects at the end of their net metering term, or development fees.

5. Eversource’s delays also cause economic damage to New Hampshire host communities and those who build and maintain solar projects.

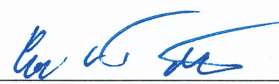
6. Municipalities receive up to \$3,500 per megawatt of alternating current in property tax annually through payment in lieu of tax agreements for operating solar projects.

7. Those in the construction and electrical trades earn an estimated \$900,000 per megawatt of alternating current in construction wages to build solar projects.

8. Those who perform solar operations and maintenance work earn an estimated \$1,276,343 per megawatt of alternating current in wages to maintain solar projects over a twenty-year term.

I, Everett Tatelbaum, hereby depose and state under oath that the above information is true and correct to the best of my knowledge and belief.

Date: March 15, 2024

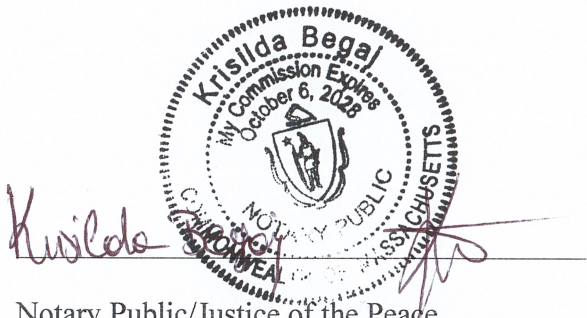


 Everett Tatelbaum

STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK

Personally appeared the above-named Everett Tatelbaum and gave oath that the foregoing affidavit is true and accurate to the best of their knowledge, information, and belief.



Notary Public/Justice of the Peace

My Commission expires: October 6, 2028

STATE OF NEW HAMPSHIRE
BEFORE THE
NEW HAMPSHIRE DEPARTMENT OF ENERGY
DOE DOCKET NO. 2024-_____

Kearsarge Solar LLC, ReWild Renewables, LLC, and Lodestar Energy LLC

v.

Public Service Company of New Hampshire and Eversource Energy Service Company

COMPLAINT

[Kearsarge Solar LLC](#), through its attorneys, BCM Environmental & Land Law, PLLC, [ReWild Renewables, LLC](#), *pro se*, and [Lodestar Energy LLC](#), *pro se*, (together, the “Plaintiffs”) complain pursuant to RSA 365:1 and N.H. Admin. R. Puc 202.01(f), against Public Service Company of New Hampshire, dba Eversource Energy, and Eversource Energy Service Company (together, “Eversource” or “Defendants”) (collectively, the “Parties”). As demonstrated throughout this complaint, despite Plaintiffs’ timely payments of interconnection fees Eversource required, Eversource continues to delay interconnection of solar projects to the grid. These solar projects are precisely the distributed, renewable energy generation state law highlights as key for New Hampshire’s statewide energy security and for reducing carbon emissions.

At base, Eversource’s delays violate state laws. But also, Eversource’s delays cause a cascade of costly damages, not only to Plaintiff renewable energy companies, but also to New Hampshire landowners through foregone lease revenues and to host communities through foregone property tax revenues. The delays prevent municipalities and other public entities from accessing energy savings and keep local construction and electrical businesses from beginning construction projects worth tens of millions of dollars and deny New Hampshire the greenhouse gas reductions these clean energy solar projects will provide. As shown on the infographic, over the past nineteen months, Plaintiffs have begun development of twenty-eight solar projects

across Eversource territory that remain stuck in the Eversource queue, exactly zero of which have been able to interconnect with the grid, primarily because of Defendants’ delays. Based on ~~deadlines set in law and~~ Defendants’ own guidance, Defendants should have made meaningful progress on every system impact study for these projects and issued interconnection agreements for many of these projects—but they have failed to do so despite doing so being entirely achievable and Eversource being able to do so in other states where Eversource operates.

Application Filed	Application Deemed Complete	System Impact Study Agreement Received	Feasibility Report and System Impact Study Received	Interconnection Agreement Executed
<ul style="list-style-type: none"> •T5156 •D1320 •D1329 •D1340 •D1342 •D1335 •D1330 •D1334 •D1369 •D1374 •D1372 •D1351 •D1431 •D1430 •D1428 •D1429 •D1490 •D1484 •D1438 •ESNH-00545 •ESNH-00512 •D1391 •D1405 •D1422 •D1434 •D1392 •D1420 •D1491 •HISTNH-19111 •HISTNH-19092 	<ul style="list-style-type: none"> •T5156 •D1320 •D1329 •D1340 •D1342 •D1335 •D1330 •D1334 •D1369 •D1374 •D1372 •D1351 •D1431 •D1430 •D1428 •D1429 •D1490 •D1484 •D1438 •ESNH-00545 •ESNH-00512 •D1391 •D1405 •D1422 •D1434 •D1392 •D1420 •D1491 	<ul style="list-style-type: none"> •T5156 •D1320 •D1329 •D1340 •D1342 •D1335 •D1330 •D1334 	<ul style="list-style-type: none"> •T5156 	

July 25, 2022:
First project submitted

➔

March 18, 2024:
Zero interconnection agreements executed

PARTIES

1. Kearsarge Solar LLC is a limited liability company incorporated pursuant to the laws of the Commonwealth of Massachusetts with a principal place of business at 1380 Soldiers Field Road, Suite 3900, Boston, Massachusetts 02135 (“Kearsarge”).

2. ReWild Renewables, LLC is a limited liability company incorporated pursuant to the laws of the State of New Hampshire with a principal place of business at 47 Bow Street, Portsmouth, New Hampshire 03801 (“ReWild”).

3. Lodestar Energy LLC is a limited liability company incorporated pursuant to the laws of the State of Connecticut with a principal place of business at 40 Tower Lane, Suite 201, Avon, Connecticut 06001 (“Lodestar”).

4. Plaintiffs are renewable energy companies which engage in project development, finance, and holding, and have been operating in New Hampshire since at least 2018.

5. Public Service Company of New Hampshire is a corporation formed pursuant to the laws of the State of New Hampshire having its principal place of business at 780 N. Commercial Street, Manchester, New Hampshire 03103 (“PSNH”).

6. Eversource Energy Service Company is a corporation formed pursuant to the laws of the State of Connecticut with principal places of business at 56 Prospect Street, Hartford, Connecticut 06103 and 800 Boylston Street, 17th Floor, Boston, Massachusetts 02199.

7. Defendant Eversource Energy Service Company (“Eversource”) is a publicly traded, Fortune 500 energy company headquartered in Hartford, Connecticut and Boston, Massachusetts and is New Hampshire’s largest electric utility.

8. Defendant Eversource acquired Defendant PSNH, previously the largest public utility in New Hampshire, in 1992.

JURISDICTION

9. The Commission ~~has~~ and Department have jurisdiction in this matter pursuant to RSA 365:1, N.H. Admin. R. ~~Puc 904~~ Puc904.05(r); 908.04(b) and Chapter Puc 200.

FACTS COMMON TO COUNTS

Statutory Backdrop Enabling Renewables

10. The General Court of New Hampshire has repeatedly recognized through several statutes the importance of developing small-scale, renewable energy sources—precisely the projects Plaintiffs propose—for Granite Staters.

11. For example, in the declaration of purpose of *the* foundational act, the Limited Electrical Energy Producers Act (the “Act”), the legislature emphasizes both energy independence and renewable generation, stating:

It is found to be in the public interest to provide for small scale and diversified sources of supplemental electrical power to lessen the state’s dependence upon other sources which may ... be uncertain. It is also found to be in the public interest to encourage and support diversified electrical production that uses indigenous and renewable fuels and has beneficial impacts on the environment and public health. ... [N]et energy metering for eligible customer-generators may be one way to provide a reasonable opportunity for small customers to choose interconnected self generation, encourage private investment in renewable energy resources, stimulate in-state commercialization of innovative and beneficial new technology, enhance the future diversification of the state's energy resource mix, and reduce interconnection and administrative costs.

RSA 362-A:1.

12. Indeed, in the Act, the legislature expressly states at RSA 362-F:1 it is “in the public interest to *stimulate investment in low emission renewable energy* technologies in New England and, in particular, New Hampshire.” (Emphasis added.)

13. Accordingly, in 2021, the General Court established the Department of Energy and mandated it to “expand upon the state government’s efficiency programs *to ensure that the*

state is providing leadership on energy efficiency and sustainable energy including reduction of its energy use and fuel costs.” RSA 12-P:2, VI (emphasis added).

Process to Interconnect to the Electrical Distribution Grid

14. Solar projects like those Plaintiffs develop, own, and operate cannot function without interconnection to the electrical distribution grid, and with respect to Defendants, that would be via one of Eversource’s approximately 53 bulk substations.

15. That is why companies like Plaintiffs, including Plaintiffs, pay good money to Eversource for system impact studies, up to \$75,000 *per project* under five megawatts and nearing \$200,000 *per project* over five megawatts.

16. Plaintiffs rely entirely on utilities like Defendants to process interconnection applications in a timely manner; a justified expectation in exchange for the fees they pay.

17. The interconnection process is governed by laws which Defendants implement through their published Guidelines for Generator Interconnection (“Guidelines”) for companies such as Plaintiffs to follow in their interconnection applications.

18. Eversource holds out its Guidelines as follows on its New Hampshire interconnection webpage, “Specific procedural and technical guidelines related to the size and type of generation must be adhered to when installing a generation project” and then references use of the Guidelines for “AC projects 100 kilowatts capacity,” meaning all twenty-eight projects at issue here.

19. Eversource comprehensively integrates its Guidelines as requirements throughout its process, including them in their “Information and Technical Requirements, for the Interconnection of DER” and incorporating them into System Impact Study Agreements

(“Eversource shall conduct or cause to be conducted a Distribution System Impact Study in accordance with the Guidelines”).

~~18-20.~~ Defendants already take all discretion afforded to them pursuant to the law by requiring all companies to undergo a “pre-application review.”

~~19-21.~~ Though none is required by law, the Defendants’ own Guidelines require it. ~~N.H. Admin. R. Pub 904.01 (2020); see~~ See Exhibit A, Guidelines at 6 (“Interconnection Requests will not be processed unless and until the Pre-Application process is complete”).

~~20-22.~~ Defendants also include in their Guidelines what information potential applicants must provide and what timelines applicants should expect for responses from Defendants.

~~21-23.~~ For example, in Section 5.1, the Guidelines state, “Eversource *shall* make reasonable efforts to meet all time frames provided in these Guidelines; provided, however, that Eversource and the Generator may agree to different time frames. If Eversource fails to meet a deadline provided herein, it shall: (a) notify the Generator; (b) explain the reason for the failure to meet the deadline; and (c) *provide an estimated date by which it will complete the applicable Interconnection procedure in the process.*” Exhibit A, at 12- (emphasis added).

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~~22-24.~~ Interconnection applications conclude once an applying generator, such as Plaintiffs, and utilities, such as Defendants, execute an interconnection service agreement, which essentially governs the terms and conditions upon which the generator can “plug in” to the grid.

Plaintiffs Enter the New Hampshire Solar Trade

~~23-25.~~ Pursuant to, and in reliance on, the New Hampshire legislature’s stated goals and public interests, which are the laws of the State of New Hampshire, and in reliance on Defendants’ Guidelines, years ago Plaintiffs began their entry into the New Hampshire market,

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planning and designing their investments in renewable solar energy projects throughout New Hampshire.

24-26. Plaintiff companies carefully analyze sites to select those with suitable topography and land characteristics for a solar project, and then from those, determine which ones have landowners willing to sell or lease, and which ones have the required zoning and nearby accessways and utility service capabilities.

25-27. Since July 25, 2022, Plaintiffs have submitted interconnection applications to Defendants for twenty-eight projects—all remain in Eversource's interconnection queue.

28. As is customary, to optimize interconnection upgrades required, Plaintiffs downsize solar projects as a routine matter during the interconnection process (downsizing often can avoid costly upgrades such as transformer replacements) and have done so for some of the twenty-eight projects at issue in this matter.

29. Eversource's inability to efficiently accommodate project downsizing—despite their ability to do in other states in which they have service territories—is part of Eversource's unresolved problem in handling interconnect applications.

30. Also during the intervening nineteen months since Plaintiffs entered the New Hampshire solar market in reliance on Eversource's Guidelines and New Hampshire's laws, Plaintiffs have submitted interconnection applications and subsequently withdrawn those projects.

31. First, withdrawal of projects from the interconnection queue is quite common; anyone even remotely familiar with commercial development knows many projects are not consummated.

32. But, more importantly, a key driver of failure for many of these projects was the unreasonable interconnection delays Eversource imposed.

26-33. In spite of the passage of over nineteen months and missing ~~legally~~ required deadlines, and in spite of the state laws about energy independence and renewable generation, Defendants have not executed one single interconnection service agreement with Plaintiffs for any of the twenty-eight projects.

27-34. Consequently, none of the twenty-eight projects has been constructed or is operational, and none has benefitted the Granite State with the energy independence or avoidance of carbon emissions lawmakers sought.

28-35. Currently, Defendants have failed to move twenty projects beyond the step of deeming the interconnection application complete, missing the deadlines to provide Plaintiffs with a System Impact Study Agreement (“SIS Agreement”) for those twenty projects according to Defendants’ own Guidelines. Exhibit A, at 9 (2019).

36. Plaintiffs are not alone, Eversource’s public queue data shows approximately 449 MW of projects in queue, and of those, 433.5 MW are projects 999 kW and greater.

37. The Plaintiffs in this matter account for approximately 160 MW of those 433.5 MW of projects 999kW and greater, meaning Eversource has an unaddressed problem moving projects sized 999kW and larger through its interconnection queue that extends well beyond the projects at issue here.

38. Defendants published ~~the~~their Guidelines without also adequately equipping themselves to perform in compliance with the terms and conditions of their own Guidelines- and/or without discriminating against these projects sized 999kW and larger.

29.

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Consequences of Defendants' Unlawful Delays

~~30.~~39. The lengthy interconnection delays Defendants caused have damaged Plaintiffs in myriad ways:

- a. These delays increase the chances that Plaintiffs' development projects will fail.
- b. Lengthy interconnection delays risk site control agreements (leases, options, etc.) with landowners expiring, jeopardize offtaker (dedicated buyers of the net metering credits the projects generate—namely municipalities and other public entities) supply as offtakers decide that they cannot keep waiting and must go another direction, and complicate permitting as land use laws change and approvals risk lapsing for projects which have been permitted.
- c. For each project that fails, Plaintiffs estimate that they will forego approximately \$169,640 per megawatt alternating current in net metering revenue annually over a twenty-year net metering term.
- d. These revenues do not include revenues Plaintiffs would receive from renewable energy certificates, the residual value of projects at the end of their net metering term, or development fees.¹

Exhibit M, Affidavit of Jack Funk; Exhibit N, Affidavit of Robert Lambert; Exhibit O, Affidavit of Everett Tatelbaum.

~~31.~~40. In addition to failing the statutory purposes and damaging the Plaintiffs, Defendants' wrongful delays have also harmed landowners who have leased land to Plaintiffs for their projects by preventing landowners from realizing the full benefits of the agreements with

¹ These revenues discussed in paragraph 30 are gross revenues and do not include any project costs, including development costs, option and lease payments, construction costs, financing costs, municipal and state property tax payments, and operations costs.

Plaintiffs. Exhibit B, Affidavit of Clayton MacDonald; Exhibit C, Affidavit of David Purington; Exhibit D, Affidavit of Kathryn Hanson.

32-41. Furthermore, Defendants' wrongful conduct has prevented benefits from reaching the communities where Plaintiffs propose their projects.

33-42. Plaintiffs have at least 160 megawatts worth of projects in the queue and during each year of operation, Plaintiffs projects will generate enough energy to offset fossil fuel use that otherwise would produce approximately 435.52 million pounds of carbon dioxide per year.

See *infra* EPA's Greenhouse Gas Equivalencies Calculator for 1 megawatt.

34-43. These avoided carbon dioxide emissions are equivalent to:

- a. powering 26,240 residential homes per year;
- b. the annual emissions produced by 47,840 passenger vehicles; and
- c. the annual carbon sequestered by 1,468 acres of U.S. forest. *Id.*

35-44. Over the course of twenty years, these 160 megawatts of projects will generate enough energy to avoid approximately 8.864 billion pounds of carbon dioxide. *Id.*

Environmental Impact	Construction	Yearly	Over 20 Years	
Electricity for # Houses		158	3,160	Homes' energy use
Green House Gas Emissions:				
Vehicles removed for the road		280	5,600	Gasoline-powered passenger vehicles driven
CO2 Emissions				
Pounds of CO2 Avoided		2,772,230	55,444,600	
Carbon Sequestering				
Acres of Forest		1,500	30,000	Acres of U.S. forests

Source: EPA's Greenhouse Gas Equivalencies Calculator

36-45. On top of the loss of access to clean and affordable energy illustrated above, Defendants are taking away the local communities' opportunities for significant economic benefit.

~~37-46.~~ Municipalities could receive up to \$3,500 per megawatt of alternating current in property tax annually through payment in lieu of tax agreements.

~~38-47.~~ Those in the construction and electrical trades could earn an estimated \$900,000 per megawatt of alternating current in construction wages.

~~39-48.~~ Those in the electrical trade could earn an estimated \$1,276,343 per megawatt of alternating current in facility maintenance wages over a twenty-year term.

~~40-49.~~ With at least 160 megawatts in the queue, these projects represent many tens of millions of dollars of lost value to municipalities and workers across New Hampshire.

COUNT I – VIOLATIONS OF PUC ~~904.05(y)~~903.01(a)-(e) & STATUTES

~~41-50.~~ Plaintiffs reallege and incorporate the above paragraphs as if fully set forth herein.

~~42-51.~~ N.H. Admin. R. Puc 900 et seq. generally governs interconnection requirements for “safety, reliability, and power quality for net energy metering *as the public interest requires* ... consistent with the legislative declaration of purpose set forth in RSA 362-A:1.” N.H. Admin. R. Puc 901.01 (emphasis added).

~~43-52.~~ This set of regulations is consistent with the state laws discussed above that encourage and, in some cases, require local generation of renewable energy. *See* RSA 12-P:2; RSA 362-A:1; RSA 362-F:1.

~~44-53.~~ Specifically, N.H. Admin. R. ~~Puc 904.05(y) limits a utility’s review time frame for a project larger than 25 kW to 135 days from the filing of the interconnection application.~~ Puc 903.01 sets forth the following “General Rules, Rights, and Obligations”

- a. “Any distribution utility and any electricity supplier operating within the state of New Hampshire shall, upon request, provide net energy metering to customer-generators pursuant to Puc 900 and RSA 362-A:9.”

- b. “A distribution utility shall comply with Puc 900 in a non-discriminatory manner and shall not unreasonably withhold its permission to interconnect a customer-generator’s facility.” (Emphasis added.)
- c. “Any customer-generator who engages in net energy metering in New Hampshire shall comply with Puc 900.”
- d. “A customer-generator shall comply with:
- i. Applicable commission-approved rules, tariffs, and terms and conditions of the distribution utility not in conflict with Puc 900;
 - ii. Any local, state, or federal law, statute, rule, or regulation which applies to the design, siting, construction, installation, operation, or any other aspect of the customer-generator’s facility and associated interconnection; and
 - iii. Interconnection requirements of the distribution utility as set forth in its tariff on file with the commission.”

45.54. Defendants have failed to meet ~~this~~these crucial ~~requirement~~requirements for nearly all interconnection applications submitted by Plaintiffs; and/or have failed to do what Defendants are required to do to put Plaintiffs in the position to meet these crucial requirements. See Exhibit E, Kearsarge-Projects Details; Exhibit F, ReWild email dated Jul. 11, 2023 “ReWild Projects—Deemed Complete?”; Exhibit G, Lodestar Projects Details.

55. In particular, keeping a solar development project on hold for close to two years because Eversource chooses not to invest the resources required to interconnect the solar projects New Hampshire law favors is unreasonably withholding its permission to interconnect.

56. No development gatekeeper in New Hampshire law should be entitled to permit developers of projects that state law specially calls out as needed to wait years before those development projects are even studied, let alone approved to proceed via interconnection.

57. Moreover, these rules establish mandatory duties on the part of Defendants, and with the amount of delay to which Defendants are subjecting Plaintiffs, it is clear Defendants treat their mandatory duties as discretionary.

58. In plain terms, Defendants believe there is no limit on how long Defendants can take to interconnect Plaintiffs' projects.

59. That does not comport with the plain meaning of a mandatory duty or the spirit of the enabling statute to provide renewable, independent energy.

46-60. In violating these ~~regulatory~~ requirements, Defendants are failing New Hampshire laws regarding the importance of developing New Hampshire's energy independence through distributed, renewable energy that also decreases carbon emissions and invests in local landowners and the renewable energy industry.

47-61. Plaintiffs are entitled to injunctive relief and damages due to Defendants' violations.

COUNT II – VIOLATIONS OF PUC ~~904.04(903.02(a)-(b) & STATUTES~~

48-62. Plaintiffs reallege and incorporate the above paragraphs as if fully set forth herein.

49-63. N.H. Admin. R. ~~Puc 904.04(b) requires a distribution utility to notify an interconnection applicant in writing within ten business days of the application's receipt whether the application is or is not complete.~~ Puc 903.02 sets forth certain "statutory and other requirements:

~~50. — Defendants failed to meet this requirement for eight out of the nineteen applications that Plaintiff Kearsarge submitted and for several applications that Plaintiffs ReWild and Lodestar submitted, establishing a pattern of delay. See Exhibit E; Exhibit G; Exhibit H, ReWild email dated Feb. 28, 2023 “Dort St East, Troy, NH— Intereconnection Application”; Exhibit I, ReWild email dated Aug. 15, 2023 “ReWild Projects—Deemed Complete?”~~

~~51. — In many instances, Plaintiffs had to repeatedly inquire with Defendants to obtain an acknowledgement from Defendants that Plaintiffs’ applications were deemed complete.~~

~~a. Electric distribution utilities shall make net energy metering available to customer-generators, pursuant to RSA 362-A:9 and Puc 900.~~

~~i. Eligibility for net energy metering shall be available on a first-come, first-served basis within each distribution utility service area under the jurisdiction of the commission ...”~~

~~52-64. Plaintiffs especially repeat, reallege, and incorporate, paragraphs 4654 and 4761 from Count I into this Count II.~~

~~**COUNT III—VIOLATIONS OF PUC 904.05(q) & STATUTES**~~

~~53. — Plaintiffs reallege and incorporate the above paragraphs as if fully set forth herein.~~

~~54. — N.H. Admin. R. Puc 904.05(q) requires a utility to notify an applicant no later than 30 days following the filing of an interconnection application of any required information not included in the interconnection application.~~

~~55. — Defendants have repeatedly violated this requirement, wrongfully causing delay to Plaintiffs’ projects. See Exhibit E; Exhibit F; Exhibit G.~~

~~56. — Plaintiffs especially repeat, reallege, and incorporate, paragraphs 46 and 47 from Count I into this Count III.~~

COUNT IV – BREACH OF CONTRACT

~~57-65.~~ Plaintiffs reallege and incorporate the above paragraphs as if fully set forth herein.

~~58-66.~~ In the six SIS (System Impact Study) Agreements Plaintiff Kearsarge and Defendants have executed, Defendants included milestone deadlines for completion of the SIS.

~~59-67.~~ Defendants have missed every milestone deadline that has passed thus far.

~~60-68.~~ Plaintiffs have performed their side of the agreed-upon bargain: they have submitted the required information and paid the required fees.

~~61-69.~~ The wrongful delay to Plaintiffs' projects has caused monetary damages.

~~62-70.~~ Plaintiffs are entitled to damages and injunctive relief due to Defendants' repeated breaches.

COUNT V – BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING IN CONTRACT PERFORMANCE

~~63-71.~~ Plaintiffs reallege and incorporate the above paragraphs as if fully set forth herein.

~~64-72.~~ New Hampshire law recognizes that “[i]n every agreement, there is an implied covenant that the parties will act in good faith and fairly with one another.” *Skinny Pancake-Hanover v. Crotix*, 172 N.H. 372, 379 (2019) (quoting *Livingston v. 18 Mile Point Drive*, 158 N.H. 619, 624 (2009)).

~~65-73.~~ New Hampshire's jurisprudence on good faith and fair dealing is comprised of a series of doctrines that includes: “limitation of discretion in contractual performance.” *Id.* (citation omitted).

~~66-74.~~ The function is to “prohibit behavior inconsistent with the parties' agreed-upon common purpose and justified expectations ... as well as ‘with common standards of decency, fairness and reasonableness.’” *Livingston*, 158 N.H. at 624 (quoting *Richard v. Good Luck Trailer Court*, 157 N.H. 65, 70 (2008)).

~~67.75.~~ In the present case, the Parties' did agree upon common purposes and justified expectations.

~~68.76.~~ The SIS Agreements include milestone deadlines, so at least one common purpose and justified expectation of the Parties would be that those milestone deadlines be met.

~~69.77.~~ That would especially be the case because the reason any SIS Agreement even materialized in the first place is because the underlying state laws whose express purposes are to bring more renewable projects like these online, and Parties entered into the SIS Agreement with knowledge of those laws.

~~70.78.~~ Furthermore, "Among the types of bad faith recognized by courts are evasion of the spirit of the bargain and failure to cooperate in the other's performance." *Id.* at 625 (quoting RESTATEMENT (SECOND) OF CONTRACTS § 205 cmt. d at 100 (1981)).

~~71.79.~~ Defendants have continuously failed to meaningfully progress Plaintiffs' projects in a timely fashion despite Plaintiffs' repeated inquiries and Plaintiffs' timely payment of all payments due.

~~72.80.~~ Plaintiffs are entitled to injunctive relief and damages due to Defendants' repeated breaches of the implied covenant of good faith and fair dealing in contract performance.

COUNT VI – BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING IN CONTRACT FORMATION BY MISLEADING COMMUNICATION

~~73.81.~~ Plaintiffs reallege and incorporate the above paragraphs as if fully set forth herein.

~~74.82.~~ New Hampshire's jurisprudence on good faith and fair dealing also includes doctrines that fall into the category of contract formation. *Skinny Pancake-Hanover*, 172 N.H. at 379 (citation omitted).

~~75.83.~~ Under the contract formation category, Defendants are obligated to "the traditional duties of care to refrain from misrepresentation and to correct subsequently

discovered error, insofar as any representation is intended to induce, and is material to, another party's decision to enter into a contract in justifiable reliance upon it." *Skinny Pancake-Hanover*, 172 N.H. at 379 (quoting *Centronics Corp. v. Genicom Corp.*, 132 N.H. 133, 139 (1989)).

~~76.84.~~ Defendants referenced and incorporated the Guidelines in each of the six SIS Agreements they executed with Plaintiffs.

~~77.85.~~ However, Defendants have repeatedly failed to meet their own milestone deadlines published in the Guidelines in their dealings with Plaintiffs.

~~78.86.~~ The Guidelines require Defendants to provide Plaintiffs with an SIS Agreement no later than fifteen business days after the interconnection application is deemed complete. *See* Exhibit A, at 9.

~~79.87.~~ Defendants were late to issue Plaintiffs four out of six SIS Agreements, in some instances by six months.

~~80.88.~~ Defendants are overdue to issue Plaintiffs a further twenty SIS Agreements by between two months and over a year.

~~81.89.~~ Defendants have further failed to meet most of their milestone deadlines in the SIS Agreements executed with Plaintiffs.

~~82.90.~~ Moreover, Defendants have consistently been unable to provide Plaintiffs information about when Plaintiffs might expect to receive their SIS Agreements.

~~83.91.~~ Defendants sent Plaintiff ReWild inconsistent information regarding the position of their projects in Defendants' queue for study completion, misleading Plaintiff ReWild about when they should expect their studies to be completed and their projects progressed. *See* Exhibit J, ReWild email dated Jul. 6, 2023 "Follow up – queueing process"; Exhibit I; Exhibit K,

ReWild email dated Nov. 3, 2023 “Project Queue/Substation Queue”; Exhibit L, ReWild email dated Jan. 8, 2024 “ReWild projects – Queue position requests.”

~~84-92.~~ Plaintiffs are entitled to relief and damages due to Defendants’ repeated breaches of the implied covenant of good faith and fair dealing in contract formation.

COUNT VII – BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING IN CONTRACT FORMATION BY PUBLISHING GUIDELINES

~~85-93.~~ Plaintiffs reallege and incorporate the above paragraphs as if fully set forth herein.

~~86-94.~~ By publishing the Guidelines, Defendants induced Plaintiffs to rely on the Guidelines and misled Plaintiffs on the timeliness of project review and responsiveness.

~~87-95.~~ Plaintiffs have subsequently wasted time and money pursuing solar projects to interconnect with Defendants’ distribution network in New Hampshire and suffered damages.

~~88-96.~~ Plaintiffs are entitled to injunctive relief and damages due to Defendants’ wrongful conduct.

PLAINTIFFS’ DAMAGES

~~89-97.~~ Plaintiffs have suffered economic damages and seek recovery from Defendants for the unlawful delays in approvals of their interconnection applications.

~~90-98.~~ Due to Defendants’ wrongful delay, Plaintiffs have suffered consequential damages and seek recovery from Defendants for all such damages.

~~91-99.~~ Defendants’ wrongful conduct has forced Plaintiffs to bring legal action to compel Defendants to timely review submitted documents, conduct relevant studies, and approve their interconnection applications.

~~92-100.~~ Plaintiffs claim attorneys’ and consultants’ fees and expenses incurred in connection with this action to enforce Defendants’ clear duties to Plaintiffs and Plaintiffs’ clearly defined rights.

101. Note on Plaintiffs' requests for relief to follow, Plaintiffs request this relief on behalf of themselves and all similarly situated solar developers applying to interconnect to the grid.

102. Plaintiffs do not seek any special treatment different from any other solar developers in Eversource's interconnection queue, and as such, care has been taken to word the relief requested to not be directed only at Plaintiffs.

REQUESTS FOR RELIEF

WHEREFORE, Plaintiffs respectfully request the Department:

- A. Enter judgment as follows for the Plaintiffs or commence an adjudicative proceeding;
- B. Order Defendants to complete system impact studies for all 999 kW AC+ projects with a filed interconnection application within 75 business days of the judgment;
- C. Order Defendants to complete system impact studies for all such projects first in substation queue position within 45 business days of the judgment;
- D. Order Defendants to file an interconnection tariff that applies to all distribution connected generation for approval by the Public Utilities Commission within sixty business days of the judgment modeled on the Interstate Renewable Energy Council template rules that includes enforceable timelines for the efficient processing of interconnection applications with penalties for Defendants' failure to meet said timelines;
- E. Award damages to the Plaintiffs;
- F. Award Plaintiffs reasonable attorneys' and consultants' costs and fees incurred in bringing this matter; and
- G. Any other relief deemed just.

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Respectfully submitted,

Kearsarge Solar LLC

By its Attorneys,

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Dated: March 18, 2024

Dated: March 18, 2024

Dated: March 18, 2024

STATE OF NEW HAMPSHIRE
BEFORE THE
NEW HAMPSHIRE DEPARTMENT OF ENERGY
DOE DOCKET NO. 2024-_____

Exhibit List

Exhibit A - Guidelines for Generator Interconnection. Exhibit A, Guidelines at 9 (2019).

Exhibit B - Affidavit of Clayton MacDonald

Exhibit C - Affidavit of David Purington

Exhibit D - Affidavit of Kathryn Hanson

Exhibit E - Kearsarge Projects Details

~~Exhibit F - ReWild email dated Jul. 11, 2023 "ReWild Projects – Deemed Complete?"~~

~~Exhibit G - Lodestar Projects Details~~

~~Exhibit H - ReWild email dated Feb. 28, 2023 "Dort St East, Troy, NH – Interconnection Application"~~

Exhibit I - ReWild email dated Aug. 15, 2023 "ReWild Projects – Deemed Complete?"

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Exhibit M - Affidavit of Jack Funk

Exhibit N - Affidavit of Robert Lambert

Exhibit O - Affidavit of Everett Tatelbaum