

**AGREEMENT FOR PARTICIPATION in the
INDEPENDENT SYSTEM OPERATOR – NEW ENGLAND
30 MINUTE DEMAND RESPONSE PROGRAM**

**2016-2018
Real-Time Demand Response (RTEG) and Monetary Grant
With Emergency Generation**

The Connecticut Light and Power Company, doing business as Eversource Energy (“Eversource”) and the ISO Demand Response (“RTEG”) customer (“Customer”) enter into this agreement (“Agreement”) to facilitate participation in ISO New England’s (“ISO-NE”) Real-Time Demand Response (RTEG) Program (“Program”) as a 30 Minute Customer. Customer’s facility at the location below (“Site”) covered by this Agreement is described below (the “Facility”).

Eversource Account #	074362070
Asset #	37182
Customer Name:	Canton Community Center
Facility Address:	40 Dyer Avenue
Town:	Canton, CT 06022

1. 1. Basic Understanding

The terms, definitions, and Program requirements set forth herein shall be interpreted in accordance with the terms, definitions and Program requirements in ISO-NE’s Market Rule 1 (“MR-1”) and Market Rule 1 – Appendix E “Demand Response” as may be amended from time to time. MR-1 and its related appendices are available online at www.iso-ne.com. In the event of a conflict between the terms of the MR-1, its appendices or ISO Manuals or Operating Procedures (“Governing Documents”) and this Agreement, the terms of the Governing Documents shall prevail. During the term of this Agreement, Eversource shall compensate Customer for the curtailment of load/generation of power in response to ISO initiated Demand Response events where Events are defined as Demand Response Seasonal Audit or Real Time Demand Event. The methodology used to calculate the Customer Payments (as defined in Section 4 below) is based on average hourly kilowatt (“kW”) reductions/generation as specified by the Governing Documents. Eversource will make a reasonable effort to notify Customer of any material substantive changes to the Governing Documents that Eversource’s Energy Efficiency department becomes aware of in the ordinary course of business.

2. Effective Date/Term

- A. This Agreement shall become effective upon execution by authorized representatives of both Customer and Eversource and shall govern the Forward Capacity Market (“FCM”) period beginning June 1, 2016. The term of this Agreement shall commence on the June 1, 2016 and shall expire on May 31, 2018, unless terminated earlier as provided for herein (“Term”).
- B. The Customer acknowledges that funding for the Program is contingent upon available funding from ISO-NE. Eversource shall have no obligation for any costs, losses or damages of any kind incurred by the Customer or any third party, if funding

for this Program is reduced or eliminated by ISO-NE. Upon thirty (30) calendar days' written notice, Eversource may terminate this Agreement, and if Eversource determines (in Eversource's sole discretion and judgment) that there are any changes in ISO-NE's Governing Documents, guidelines, regulations or orders, or federal or state law that Eversource determines, in its sole discretion, would have a material adverse effect on Eversource's obligations under this Agreement, including, but not limited to, a reduction in Program funding as contemplated above. If Eversource terminates this Agreement as a result of said changes or decreased funding, it shall incur no liability for any costs, losses or damages of any kind incurred by Customer or any third party, provided that Eversource shall pay Customer for any Customer Payments owed to Customer prior to the date of termination but only to the extent that Program funding is available. In the absence of Program funding, Eversource shall have no further obligation to make any Customer Payments to Customer. In no event shall Eversource be liable to Customer or any third party for any damages or liability incurred by Customer resulting from Eversource's exercise of its right hereunder to terminate this Agreement, including any direct, indirect, incidental, special, consequential, lost profits or punitive damages. Upon 30 days' notice, Eversource, in its discretion may terminate this contract if Customer at any time fails to perform during audits or events.

3. Demand Response (RTEG) Requirements

- A. In response to an ISO-NE call to reduce electric demand, Customer shall reduce the amount of electricity delivered to them by operating emergency generation Monday through Friday, excluding ISO-NE defined holidays, between 7:00 a.m. and 7:00 p.m. (or as otherwise specified in the Governing Documents) on thirty (30) minutes' notice from Eversource or its designee ("Real-Time Demand Response (RTEG)").
- B. During the Term, when ISO-NE requests that Customers with emergency generators provide Real-Time Demand Response (RTEG), then such requests by ISO-NE shall be referred to collectively as "Demand Events" and individually as each "Demand Event".
- C. ISO-NE shall determine the need for Real-Time Demand Response (RTEG) and the amount of Real-Time Demand Response (RTEG) provided by Customer. Eversource shall provide notice via an e-mail to the list of Customer's designated personnel that are entered into Eversource's vendor Conservation Resource Solutions' (CRS) iEMS website. The requirement to curtail load shall occur at the time of the Demand Event, as determined by ISO-NE. If Customer actually provides Real-Time Demand Response (RTEG) in response to a Demand Event in accordance with the terms of this Agreement and the Governing Documents, it will be eligible for Customer Payments.
- D. At a minimum, the Customer will be subject to Demand Response Audits for the Program's summer and winter seasons. The audit months for the summer season are June-August. The audit months for the winter season are December-January.

4. Customer Payments

- A. Customer shall not be eligible for Real-Time Demand Response (RTEG) credit (load or monetary) and shall not receive any payments for Demand Response (RTEG) in

accordance with this Agreement unless and until CL&P receives recognition that the Real-Time Demand Response (RTEG) asset has achieved a "Ready to Respond" status from ISO-New England. Notification of this recognition will be supplied to Customer by Eversource in writing in form shown in Attachment B.

- B. During the Term, when Customer provides Real-Time Demand Response (RTEG) in response to a Demand Event and who is eligible for participation in ISO-NE's monthly FCM will be entitled to monthly payments ("Customer Payment(s)") based on Customer's actual Real-Time Demand Response (RTEG) performance. Customer Payments shall be paid and shall be calculated, as follows:
1. Customer's average hourly load reduction provided during a Demand Event.
 2. Eversource's Real-Time Demand Response (RTEG) portfolio average hourly load reduction provided during a Demand Event.
 3. Customer Payment is a prorated distribution of the Real-Time Demand Response (RTEG) portfolio payment from ISO-NE to Eversource. The proration factor for individual Customer is the ratio of the demand reduction value for the given month for a given Customer divided by the demand reduction value for the Real-Time Demand Response (RTEG) portfolio, all Customers, for the given month.
 4. **The Customer Payment for Real-Time Demand Response (RTEG) resources is \$2.00 per kW-month for FCA 7 2016-2017, and \$5.00 per kW-month for FCA 8 2017-2018 and is based on a Customer's performance during any Demand Events.**
 5. Customer Payments will be provided to Customer after Eversource receipt of ISO-NE resettlement payments and corresponding reports. Customer payments usually occur four to six months from the subject calendar month, e.g. June Customer payment would be provided in December.
- C. All provisions of the ISO-NE Governing Documents are in effect during the time period in question.
- D. The methodology for determining the values of baseline consumption and the values of curtailed load/generated power during an ISO-NE called Demand Event shall be as described in the Governing Documents.
- E. Performance in one month shall affect the calculation of Customer Payments in subsequent months, unless there is an event in a subsequent month.
- F. During the Term, Customers will be guaranteed to be called to provide Real-Time Demand Response (RTEG) in response to a Demand Event at least once in June – August and once in December -January.
- G. The Real Time Demand Response (RTEG) provided by the Customer in response to a Demand Event must be limited to the Customer's curtailing load/generating power through the use of emergency generation.
- H. Customer will forfeit its monthly Customer Payment for not curtailing load/generating power and providing Real-Time Demand Response (RTEG) when called upon to do so during a Demand Event.
- I. Customer's Real-Time Demand Response (RTEG) asset must have achieved the status of "Ready to Respond" from ISO-NE before Customer is eligible to receive any Customer Payments.
- J. The Customer monthly Demand Reduction Value (DRV) are developed as set forth in the Governing Documents

5. Termination Due to Default Event

If Customer believes that Eversource is in default of any terms of this Agreement, Customer shall initiate the dispute resolution process in Section 13 of this Agreement. If pursuant to Section 13.C. of this Agreement, the Public Utilities Control Authority (“PURA or “Authority”) concludes that Eversource is in default of this Agreement, Customer may terminate this Agreement without penalty to the Customer upon providing 30 days written notice. Upon such termination by the Customer, Eversource shall have no further obligations to Customer except for the payment of any Customer Payments owed to the Customer prior to termination (any pre-termination Customer Payments owed to Customer under this Agreement will be prorated to reflect the actual date of termination).

6. Other Payments

Under the terms of this Agreement Customer shall not be entitled to any ISONE Transmission and Distribution Losses, forward reserve or any capacity-related payments from the ISONE for enrolled load or Real-Time Demand Response (RTEG).

7. Interconnection Agreement

Customer’s method of Real-Time Demand Response (RTEG) involves reduction of load from the grid (through curtailment or generation) and/or generation of power using its Facility and supplying it back into the grid. For the latter case, the Customer is responsible for having and maintaining an active interconnection agreement with Eversource. Customer shall not be eligible for Customer Payments for its Real-Time Demand Response (RTEG) and shall not receive any Customer Payments for Real-Time Demand Response (RTEG) in accordance with this Agreement unless an active interconnection agreement is in-place with Eversource and has been maintained with Eversource throughout the term of this Agreement. In addition, Customer shall not receive any Customer Payments if it is not recognized as “ready to respond” by ISO-NE.

8. Permits and Regulatory Requirements

If Customer use any on-site generation for load reduction as the method to provide Real-Time Demand Response (RTEG), in-part or in-whole, Customer agrees that it shall be solely responsible for obtaining all permits (both State and Federal) for generation and for operating the generation within the limits of said permit(s).

9. Confidential and Proprietary Information

Customer acknowledges that all equipment, products, documentation concerning said equipment and products, and amendments to said documentation provided by Eversource or Eversource’s agent to the Customer contain information that Eversource considers to be confidential and proprietary (“Proprietary Information”). Proprietary Information of Eversource and its currently approved vendor, Conservation Resource Solutions (“CRS”), Inc., shall remain the sole and exclusive property of Eversource and CRS. Customer shall not disclose the results of any performance tests or reports related to use of the equipment, products and documentation to any third party without Eversource’s prior written approval. In addition, Customer will ensure the security of all pass codes and passwords provided to it by Eversource or CRS. Equipment that is installed by Eversource or CRS for use in connection with, or arising out of, this Agreement is owned by Eversource and upon termination request Eversource shall be entitled to require the return of any installed equipment within 30 days; provided that Eversource shall pay for the cost to remove and return any such equipment.

10. Use of Data Recording Equipment

During the term of this Agreement, certain data recording devices including various hardware, software, and Internet based communication systems ("Equipment") that may need to be installed or utilized to measure the amount of Real-Time Demand Response (RTEG) provided by the Customer. Customer shall not disconnect, reconnect or relocate any Equipment. Customer also acknowledges that Eversource's vendor, CRS, is responsible for maintenance of the Equipment and CRS will use commercially reasonable efforts to respond to Equipment that has failed. If Equipment is not functioning when a Demand Event is called by ISONE and if Customer was not responsible (in any way) for the non-functioning condition of said Equipment, then Customer shall be entitled to a Customer Payment pursuant to Section 4 of this Agreement to the extent that it responds to a Demand Event and actually curtails load/generates power in accordance with this Agreement. In such instances, Customer Payments shall be based on the actual amount of load curtailed/generate power as determined through Eversource's meter used to collect kWh and kW data for billing purposes.

Customers utilizing dial-up and wireless options will be converted to a newer wireless service which will have a one-time cost of \$325 for the modem and an annual cost of \$255 versus the previous annual cost of (dial-up: \$336/year and wireless: \$780/year) the fees will be deducted from their monthly Customer Payment.

11. Metering Data and Metering

Customer has the right to download and make copies of meter data. Customer shall not, directly or indirectly, (a) reproduce, copy, market, sell, distribute, lease, transfer, translate, modify, adapt, disassemble, decompile or reverse engineer the Equipment, products or documentation provided by Eversource, its vendor or agents, or (b) use the Equipment, products or documentation provided by Eversource, its vendor or agents in any outsourcing, service bureau, time sharing, or application service provider capacity.

12. Indemnification

Customer shall indemnify, defend and hold Eversource and its directors, officers, employees and agents (including, but not limited to, affiliates and contractors and its employees), harmless from and against all liabilities, damages, losses, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement.

13. Dispute Resolution

- A. Step One: Negotiation: The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between representatives with authority to settle the dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other written notice of any dispute, which notice shall include a summary of that party's position and the name and title of the individual who will be representing that party. Within fifteen (15) days after delivery of the notice, the receiving party shall respond with a summary of that party's position and the name and title of the individual who will represent that party. Within thirty (30) days after the initial notice, the Parties' representatives shall meet at a mutually acceptable time and place to attempt to resolve the dispute. All reasonable requests for information made by one party to the other in support of the negotiation will be honored, and all negotiations pursuant to this Article 13 shall be confidential and treated as compromise and settlement

negotiations.

- B. Step Two, Mediation: If the Parties have not resolved the dispute through Step One negotiation, both agree to attempt to resolve their dispute through non-binding mediation utilizing the PURA alternative dispute resolution staff. The Parties agree to engage in mediation in good faith for a period of not less than thirty (30) days.
- C. Step Three, PURA: If the Parties cannot resolve their dispute through Step Two Mediation within thirty (30) days, either may petition PURA for resolution of the dispute. Any final decision rendered by the PURA shall be considered a final resolution of the dispute.

All timeframes in this Article 13 may be modified by mutual written agreement of the Company and Customer.

14. Force Majeure

Neither Party shall be liable to the other for loss or damage resulting from any delay or failure of a party to perform its obligations under this Agreement due to conditions or circumstances which are beyond that Party's control, including: acts of God; war; acts of a public enemy; riot; civil commotion, sabotage; Federal, state or municipal action, inaction or regulation; strikes or other labor troubles (excluding those involving such Party's employees); fire; flood; accidents; epidemics; quarantine restrictions; embargoes; damage to or destruction in whole or in part of office equipment or manufacturing plant, to the extent such facilities are necessary to proper performance of the Party's obligations under any contract and alternate facilities are not reasonably available; and inability to obtain raw material, labor, fuel or supplies; provided however, that such failure or delay is not caused by that Party's violation of the Agreement and could not have been prevented by reasonable precautions taken by the non-performing Party and could not reasonably be circumvented by the non-performing Party through the use of alternate sources or plans or other means. In any such event, the non-performing Party shall notify the other Party in writing as soon as practicable.

Neither this Article nor any other provision of the Agreement shall excuse the non-performance or delayed performance of Customer due to any commercial impracticability experienced by Customer, including market changes, increased costs or insufficient money.

15. Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of Connecticut without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

16. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Company or Customer unless such waiver is given in writing. The failure of either the Company or Customer to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

17. Assignment

Except as provided herein, Customer shall not assign its rights or obligations, in whole or

in part, under this Agreement without the Company's prior written consent. Any assignment Customer purports to make without the Company's written consent shall not be valid. Customer will not be relieved of its obligations under this Agreement unless, and until, the Company approves the proposed assignment, the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.

18. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.

19. Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. This Agreement may not be modified or amended except by instrument in writing signed by authorized representatives of the Parties.

20. Tax Liability

Customer is responsible for any tax liability associated with Customer Payments made pursuant to this Agreement. In the event that Customer receives more than \$600 in Customer Payments per year, Customer shall complete IRS Form W-9 and provide it to Eversource.

21. Headings


All headings in this Agreement are included solely for convenient reference and will not be deemed a part of this Agreement, and will not affect the meaning or interpretation of this Agreement.

22. Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which, taken together, shall constitute one and the same Agreement. For purposes of this Agreement, a photocopy or facsimile copy of a signature shall be deemed to be an original signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below, with the Effective Date, as defined above.

CUSTOMER

By: 

Name: Robert H. Skinner

Title: Chief Administrative Officer

Date: 5/27/16

The Connecticut Light and Power Company,
doing business as Eversource Energy

By: _____

Name: _____

Title: _____

Date: _____

New Customers must complete all forms provided to them including the emergency generation form before they can be enrolled in the ISO-NE Demand Response Programs.

- 1) EG Form**
- 2) Customer Contacts**
- 3) Other on-site generation information**

ATTACHMENT A

Payment Method and Contact Information

Account Number ('s)

(BY CREDIT or CHECK), unless specifically asked to change current method.

CONTACT INFORMATION BELOW SHOULD HAVE PERSONNEL THAT WILL BE RESPONSIBLE FOR LOAD SHEDDING/GENERATING POWER.

IN ORDER TO KEEP THE MOST UP TO DATE/ACCURATE CONTACTS, PLEASE LOGIN (IT IS YOUR RESPONSIBILITY TO UPDATE - CL&P WILL NOT BE UPDATING FOR YOU) TO OUR VENDOR'S WEBSITE AND UPDATE YOUR CONTACTS AS DESCRIBED BELOW. IF AN EMPLOYEE LEAVES OR A NEW ONE IS HIRED AND NEEDS TO BE ON THE CONTACT LIST YOU MUST MAKE THE CHANGES AS SOON AS POSSIBLE.

If customer does not curtail/generate power due to incorrect customer information in the vendor's website, CL&P is not responsible for payments.

1. Login to <http://iems.crsolutions.us/> (if you do not have your userid and password please contact your CL&P Account Executive).
2. Select NEW METER, and check the box (If you have not already done so, you must Select Preferences and select your default meter).
3. Select Contact Management and Select - Your company contacts.
4. Your company contacts will appear and you may now make additions, deletions, etc. after each change, you must select update.

ATTACHMENT B
READY TO RESPOND CERTIFICATION
Will be replaced with ISO-NE Ready to Respond Page for NEW CUSTOMERS Only
Otherwise Attachment B will remain blank