

June 29, 2012

Debra A. Howland  
Executive Director  
New Hampshire Public Utilities Commission  
21 South Fruit Street, Suit 10  
Concord, NH 03301-2429



Dear Ms Howland

Enclosed please find an electronic copy of Campton Hydro and Wyandotte Hydro application for demonstrating qualification and certification under NHPUC Code of Administration Rules Section 2500, page 12 and 13. This application is for Class IV renewable energy credits for facilities less than 1 Megawatt in capacity per SB 218FN signed into law on June 19, 2012.

One original and 2 paper copies of this application will be hand delivered to the NHPUC offices on Friday June 29, 2012 per the NHPUC web page instructions.

Sincerely yours,

Mark Coulson  
Managing Partner/Member  
186 George Road  
PO Box 127  
Hebron, NH 03241

603-744-6332

NHPUC JUN29 12 AM 10:18

Enclosed are the Campton Hydro and Wyandotte Hydro application for demonstrating qualifications and certification under NHPUC Code of Administration Rules Sec 2500, page 12 and 13.

1) Applicant name and address. (Campton and Wyandotte)

Mark Coulson  
186 George Road  
PO Box 127  
Hebron NH 03241

603-744-6332

2) Facility name and location

Campton: Mad River Hydro, Mad River; Campton, NH; FERC #03253

Wyandotte: Woodsville/Rochester Hydro, Cocheco River; Rochester, NH; FERC #05563

3) and 4) from PSNH Diane Cecchetti and PSNH, the ISO-NE and GIS Facility Code

Campton GIS -#MSS910: PSNH SESD# 056

Wyandotte GIS -#MSS903: PSNH SESD# 038

Note:-Diane reported to me; the ISO-NE Code is the GIS code

5) Facility description, Fuel type, nameplate and initial operation date.

Campton Hydro Electric facility: fuel: water; nameplate(FERC)-639kW; commercial date 1985

Wyandotte Hydro Electric facility: fuel: water; nameplate(FERC)-266kW; commercial date 1985

6) Not biomass- so not applicable

7) all reviews, approvals, permits required by NHPUC

On NHPUC file for Campton and Rochester Hydros; with nothing new required that I am aware of as of this date:

Except: Both Wyandotte and Campton have downstream fish passages and neither facility is required to by FERC nor has upstream fish passages as of June 25, 2012.

8) Proof of interconnection agreement with PSNH  
see attachments from PSNH for Campton and Wyandotte

9) not Biomass: so Not Applicable

10) description of interconnection-  
see attachments from PSNH for Campton and Wyandotte

11) A Statement of whether the facility has been certified under another non-federal jurisdiction's RPS.

Neither of these units, Campton nor Wyandotte has been certified under another jurisdiction.

12) A statement as to whether facility out has been verified by ISO-NE per Diane Cecchetti of PSNH: PSNH verifies Campton's and Wyandotte's facilities output to ISO-NE

13) A statement of how facility's output is reported to GIS per Diane Cecchetti of PSNH, PSNH reports Campton and Wyandotte facility's output to ISO-NE and GIS.

14) An affidavit by owner attesting to accuracy of the contents of this application.

I, Mark Coulson, attest that to the best of my knowledge, this application is accurate for qualification for certification for eligibility for Class IV certificates.

15) Name and telephone of facility operator if different from owner.

Operator, Owner of Campton and Wyandotte is the same

16) Other information applicant wishes to provide.

This application is being filed under the new RPS Law (SB218FN) signed into law by Governor Lynch on June 19, 2012.

Barbara, I am requestiing that this application be reviewed and deemed complete by NHPUC prior to 6/30/2012. I know that isn't much time so all I can do is ask because it is very important for the future financial viability of these facilities. If there something missing or you have questions, concerns or comments, please e-mail at this address or call 603-744-6332. Any omissions or errors are mine alone and I am not an attorney.

Thank you.

Sincerely yours,



Mark Coulson

My sincere thank you to all of you for your assistance in providing the data for this application under SB218FN

attachments



**Public Service  
of New Hampshire**

#038

PSNH Energy Park  
780 North Commercial Street, Manchester, NH 03101

Public Service Company of New Hampshire  
P.O. Box 330  
Manchester, NH 03105-0330  
(603) 669-4000  
www.psnh.com

The Northeast Utilities System

September 12, 2002

Mr. Richard Mauser  
Woodsville/Rochester Hydro Associates  
160 Governor's Road  
Brookfield, NH 03872

Subject: Wyandotte Hydro (SESD # 038)  
Operating Agreement for Purposes of Wheeling and Power Sales

Dear Mr. Mauser:

Enclosed is your executed original of the subject Agreement. By copy of this letter, we are asking our Law Department to file our original and are notifying the New Hampshire Public Utilities Commission that this Agreement has been executed.

Sincerely,

S. B. Wicker, Jr.  
Manager  
Supplemental Energy Sources

CNV/dem

Enclosure

cc: D. A. Howland (NHPUC)  
G. M. Eaton (w/original)  
S. R. Hall

**OPERATING AGREEMENT  
FOR  
PURPOSES OF WHEELING AND POWER SALES**

AGREEMENT, dated September 1, 2002 by and between Woodsville/Rochester Hydro Associates (hereinafter referred to as the "Interconnector"), and Public Service Company of New Hampshire, a New Hampshire Corporation having its principal place of business in Manchester, New Hampshire (hereinafter referred to as "PSNH").

WHEREAS, Interconnector's Wyandotte hydroelectric generating facility (the "Facility"), (SESD # 038) located in Rochester, New Hampshire, is interconnected with the electric system of PSNH in accordance with applicable New Hampshire Public Utilities Commission ("NHPUC") Orders and federal law; and

WHEREAS, Interconnector desires to, and PSNH agrees to, provide for the interconnection of the Facility with the electric system of PSNH, its successors and permitted assigns, and Interconnector may have the right to sell the electric output of the Facility to PSNH and/or to such other third party purchasers with which Interconnector may make sales arrangements; and

WHEREAS, to provide for the continued interconnection of the Facility, it is necessary that certain agreements be made to ensure the safety, reliability and integrity of PSNH's electric system and the operation of the Facility; and

WHEREAS, Interconnector and PSNH wish to provide for certain other matters pertaining to discretionary power sales from the Facility;

NOW, THEREFORE, the parties hereby agree as follows:

Article 1. Interconnection and Voltage Characteristics.

The interconnection point shall continue to be that point at which the Facility presently interconnects with the 4.16 KV electric system of PSNH. Under this Agreement, the Interconnector shall receive and pay for the services necessary for the purpose of connecting, and providing the continued connection of, the Facility with the PSNH electrical system, including Pool Transmission Facilities ("PTF") as defined by NEPOOL, and non-PTF.

Unless PSNH converts its interconnection circuit, all electric energy delivered to PSNH's system from the Facility shall be 4.16 KV, three-phase, sixty hertz.

Article 2. Metering.

The metering shall continue to be configured so as to represent the electric power output delivered to the PSNH electric system. The metering may be installed on the generation side of the transformer provided that transformer losses are subtracted from the measured generation by a suitable method. Interconnector shall be responsible for all costs associated with the metering required for sales to PSNH and/or other third parties from the Facility.

Interconnector has installed and will own, and maintain all metering equipment as referenced in Article 5, to measure the physical flow of electrical energy from the Facility into the PSNH electric system. If at any time the meter is found to be in error by more than two percent fast or slow (+ or - 2%), Interconnector shall cause such meter to be corrected and the meter readings for the period of inaccuracy shall be adjusted to correct such inaccuracy so far as the same can be reasonably ascertained, but no adjustment prior to the beginning of the preceding month shall be made except by agreement of the parties. All tests and calibrations shall be made in accordance with Section V-14 of the NHPUC Rules and Regulations prescribing Standards for Electric Utilities in effect as of September 8, 1972, as amended, and any applicable Rules and Regulations of ISO-New England, Inc. ("ISO"). Interconnector is responsible for assuring that meter tests are performed as required at Interconnector's expense. PSNH's local Division Meter Engineer should be contacted in advance to arrange for said meter testing.

Interconnector shall cause the meter to be tested at any time upon request of either party and, at PSNH's option, in the presence of a representative of PSNH. If such equipment proves accurate within two percent fast or slow (+ or - 2%), the expense of the test shall be borne by the requesting party.

PSNH reserves the right to secure or seal the metering installation, but upon the written request of Interconnector will provide such information regarding, and access to, the metering installation as Interconnector requests. Interconnector is required to record electrical energy physically delivered to the PSNH electric system on an hour-by-hour basis, and to electronically make available to PSNH, Interconnector's generation in kilowatt-hours for each hour during the prior 24 hours.

To the extent necessary for Interconnector to receive credit and compensation for power sales to entities other than PSNH of electric energy and/or other power products generated at the Facility, PSNH shall cooperate with and assist Interconnector to ensure that the metering installations applicable to the Facility meet the required specifications and operational characteristics as necessary to accomplish such sales.

Article 3. Wheeling Arrangements.

If requested by Interconnector in connection with any sales of energy or other electric products to entities other than PSNH, PSNH (or NU) shall transmit the electric output of the Facility, or such portion(s) thereof as are identified by Interconnector, to appropriate PTF point or to such purchasers (as applicable to the transaction) under the terms and conditions and rates set forth in the NORTHEAST UTILITIES SYSTEM COMPANIES Open Access Transmission Service Tariff No. 9 (the "NU OATT") filed with the Federal Energy Regulatory Commission ("FERC"), as the same may be amended or supplemented from time to time hereafter. The wheeling of generation shall also be subject to any regulatory approved and applicable local transmission and distribution wheeling tariffs.

Article 4. Power Sales, Billing and Payment.

(a) PURPA Sales

Interconnector may make sales to PSNH and PSNH shall purchase all or a portion of the electric energy and other electrical products generated at the Facility pursuant to the requirements of the Public Utility Regulatory Policies Act (as the same may be amended from time to time) ("PURPA), the New Hampshire Limited Electrical Energy Producers Act ( LEEPA), and ISO.

As approved by the NHPUC in Docket No. DE 99-099, and in accordance with the Settlement Agreement between PSNH and the State of New Hampshire, the rates paid to Interconnector for short-term, as available power sales to PSNH shall be the applicable market clearing price for such energy and/or other electrical product(s) or such replacement pricing methods as determined by the ISO or any successor entity for each period during which Interconnector has delivered such energy and/or other electrical power products for sale to PSNH. The above short-term prices shall be adjusted for line losses, wheeling cost, and administrative costs and they may be determined by PSNH or the NHPUC and as modified from

time to time. The parties agree to abide by the ISO rules for recognition and determination of energy and capacity credit.

Facilities delivering all of their output to the PSNH grid will be assigned a Line Loss Adjustment Factor (the "LLAF"). The initial LLAF for the Facility is 1.0. If a recalculation of the LLAF is required, PSNH shall calculate a new LLAF to represent the change in PSNH's electrical system losses attributable to the generator characteristics and physical location of the Facility. The LLAF shall be applied to that portion of the generation output from the Facility which is sold to PSNH during a billing month. PSNH shall not have the right to use a new or materially different methodology for conducting any such LLAF study except as ordered by the NHPUC. The LLAF may be either positive or negative.

Should PSNH no longer be the load holding entity for all of the retail load connected to its System, the LLAF shall be proportionally reduced to reflect the percentage of retail load supplied by PSNH. This adjustment shall become effective with the billing months of February and August based upon the percentage of retail load supplied by PSNH over the previous six (6) month period ending in December and June, respectively. The LLAF may be recalculated at the request of either party. The requesting party shall pay for the cost of performing the line loss study. Upon the completion of the updated LLAF study, the new LLAF shall be used at the start of the next billing month.

In addition, Interconnector shall have the right and option at any time to engage a third party consultant to validate and verify the methodology and results of any LLAF study performed by PSNH under this Agreement, at Interconnector's expense. If the review performed by such consultant concludes that the results of any study performed by PSNH are incorrect, then PSNH shall perform a new study, at its expense, to determine the correct LLAF. Any dispute between the parties related to such studies shall be resolved by the NHPUC.

PSNH shall read the meter, installed in accordance with Article 2, once each month and shall promptly send Interconnector an invoice showing the billing month's net generation and amount owed for energy and other electrical products generated for any sales to PSNH hereunder. Interconnector shall then return to PSNH the approved invoice for payment. PSNH shall make payments to Interconnector electronically for the total amount due within 23 days of the meter reading date, provided that PSNH receives a timely return of the approved invoice.

(b) Bilateral and Power Exchange Sales

At all times during the term of this Agreement, Interconnector shall have the right to sell any or all of the Facility's electric power output, including electric energy, installed capacity, spinning reserves, other operating reserves and/or automatic generation control and other products, to entities other than PSNH, either through bilateral transactions or through the markets administered by the ISO. With respect to any such bilateral or market sales by Interconnector, Interconnector may request that PSNH function as "Lead Participant", and/or "Designated Entity" (as those terms are defined and amended or replaced from time to time by the ISO) and/or other similar role (or function necessary to process and implement such sales) on Interconnector's behalf and, subject to Interconnector's instructions, perform any and all functions in such roles as are necessary to implement and consummate such sales, and shall submit to ISO and/or other appropriate entities (on Interconnector's behalf) all information, including, without limitation, standard or non-standard contracts, self-schedules, unit characteristics, bid submissions and metering data, required to effect such transactions, provided that Interconnector provides PSNH with all information and direction reasonably required for the submission of such information by PSNH no later than 9:30 am on the last business day prior to the commencement of such transaction or bid, unless PSNH can accommodate the transaction in less time.

As PSNH's full compensation when it acts as the "Lead Participant" for performing the administrative services described in this subsection, Interconnector shall pay to PSNH for each such month an amount equal to the greater of \$500 or 0.0126¢/kwhr of Interconnector's sales of generation for which PSNH is "Lead Participant" during such month made pursuant to this Article 4 (b). The foregoing shall only be due to PSNH when PSNH actually acts as "Lead Participant" in such sale. ←

(c) FERC Sales

If the Facility does not meet the definition of a QF, Interconnector may enter into contractual arrangements for the sale of electricity with PSNH or others in accordance with the rules of FERC. The price and products associated with such sale shall be identified in the contractual arrangements.

Article 5. Interconnection and Protection Requirements.

Interconnector has installed all interconnection, protection, metering, and control equipment as specified in the Report, attached as Attachment A, to ensure the continued safe and reliable operation of the Facility in parallel with the PSNH system. The Interconnector has assumed responsibility for all study costs associated with the development of the REPORT, and those costs associated with the equipment and its installation, required by the REPORT. No additional studies are required to be performed, and no additional or different interconnection facilities, system upgrades or protection systems are required to be constructed, installed or implemented, in order to maintain the interconnection of the Facility with the PSNH System.

Up to the interconnection point, all equipment shall remain the sole property of Interconnector.

Interconnector shall have sole responsibility for the operation, maintenance, replacement, and repair of the Facility, including the interconnection equipment owned by the Interconnector.

At the time of the initial interconnection of the Facility to PSNH's system, Interconnector tested, and every twelve months thereafter, Interconnector has tested and shall continue to test, or cause to be tested, all protection devices including verification of calibration and tripping functions; and Interconnector shall provide PSNH with a copy of the tests and results.

If either party reasonably determines that the operation or use of any portion of the protection system will or may not perform its protective function, Interconnector shall immediately open the interconnection between PSNH's system and the Facility. Interconnector shall promptly notify PSNH of this action and the reason for this action. The interconnection shall remain open until Interconnector has satisfactorily cured the defect. Any repair or replacement of Interconnector's equipment shall be at no cost to PSNH, except PSNH shall be responsible for any loss or damage requiring repair or replacement of all or a portion of the Interconnector's equipment as a result of the negligence or misconduct of PSNH, its agents or employees.

Article 6. Right of Access.

Upon prior written or oral notice to Interconnector, PSNH shall have the right to enter the property of Interconnector at mutually agreed upon reasonable times and shall be provided reasonable access to Interconnector's metering, protection, control, and interconnection equipment to review for compliance with this Agreement. PSNH shall provide Interconnector with a copy of any notes, reports or other documents made relating to any such inspection or review.

Article 7. Modification of Facility.

If Interconnector plans any modifications to its Facility as described in Attachment A, which modifications would reasonably be expected to affect its interconnection with the PSNH System, Interconnector shall give PSNH prior written notice of its intentions.

Article 8. Term of Agreement.

This Agreement shall become effective between the parties on the date of execution of this agreement and shall remain in full force and effect subject to the suspension and termination rights contained in this Article 8. PSNH acknowledges that it has received a certificate of insurance as required by Article 9, and that the interconnection equipment as set forth in Attachment A has been properly installed and tested.

Interconnector may terminate this Agreement by giving PSNH not less than sixty (60) days prior written notice of its intention to terminate. Subject to Article 11, PSNH may terminate the interconnection under this Agreement by giving not less than sixty (60) days prior written notice should Interconnector fail to substantially perform with the interconnection, metering and other safety provisions of this Agreement, and such failure continues for more than sixty (60) days from date of Notice without cure. The PSNH notice shall state with specificity the facts constituting the alleged failure to perform by Interconnector. PSNH may also terminate its obligation contained in this Agreement if all laws, regulations and orders mandating interconnections or purchases from qualifying facilities are repealed, or declared invalid by a Court or Regulatory Agency, and no revised law is enacted providing for such interconnection or sales on a similar basis. If changes in applicable federal or state statutes, regulations or orders or changes in applicable ISO or NEPOOL requirements occur which materially affect this Agreement, the parties shall negotiate in good faith to modify this Agreement to accommodate such changes. If the parties are unable to reach

agreement within 90 days, either party may elect to submit the dispute to the NHPUC for resolution.

After termination of this Agreement, both parties shall be discharged from all further obligation under the terms of this Agreement, excepting any liability (including without limitation the obligation to pay for power delivered prior to any such termination which obligation shall survive the termination of this Agreement) which may have been incurred before the date of such termination. Any reasonable costs incurred by PSNH to physically disconnect the Facility as a result of the termination of this Agreement shall be paid by the Interconnector. Termination of this Agreement shall not effect the parties' obligation to pay for power delivered prior to termination of that purchase obligation.

Article 9. Indemnification and Insurance.

Each party will be responsible for its equipment and the operation thereof and will indemnify and save the other harmless from any and all loss by reason of property damage, bodily injury, including death resulting therefrom suffered by any person or persons including the parties hereto, employees thereof or members of the public, (and all expenses in connection therewith, including attorney's fees) whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, caused by or sustained on, or alleged to be caused by or sustained on, equipment or property, or the operation or use thereof, owned or controlled by such party, except that each party shall be solely responsible for and shall bear all costs of its negligence, and willful misconduct, and claims by its own employees or contractors growing out of any workers' compensation law. The foregoing paragraph shall survive the termination of this Agreement and such termination will not extinguish any liabilities or obligations in respect of reimbursements under this paragraph, incurred up to the time of termination.

The Interconnector shall, at its own expense; continue to maintain throughout the term of this Agreement Comprehensive General Liability Insurance with a combined single limit of not less than \$1,000,000 for each occurrence.

The insurance policy specified above has named and shall continue to name PSNH, NU, and its affiliates, as additional insured with respect to any and all third party bodily injury and/or property damage claims arising from Interconnector's performance of this Agreement. It is further agreed that PSNH shall not by reason of its inclusion as an additional insured incur liability to the

insurance carrier for the payment of premium for such insurance. The policy shall not be canceled, terminated, altered, reduced or materially changed without at least thirty (30) days prior written notice to PSNH.

Evidence of the required insurance has been provided to PSNH in the form of a Certificate of Insurance prior to the actual physical interconnection of the Facility, and annually thereafter. During the term of this Agreement, the Interconnector, upon PSNH's reasonable request, shall furnish PSNH with certified copies of the actual insurance policies described in this Article.

The insurance coverage is and shall continue to be primary and is not in excess to or contributing with any insurance or self-insurance maintained by PSNH or its affiliates and shall not be deemed to limit Interconnector's liability under this Agreement.

PSNH shall have the right to modify the limits of liability specified herein, at any time in the future, to remain consistent with those limits generally required by the NHPUC or being maintained for similar facilities. PSNH must notify Interconnector in writing, at least ninety (90) days prior to any required change and these new liability limits will become effective upon renewal of the Insurance Policy.

In no event shall either party be liable, whether in contract, tort (including negligence), strict liability, warranty, or otherwise, for any special, indirect, incidental, punitive or consequential losses or damages, suffered by the other party or any person or entity and arising out of or related to this Agreement including but not limited to, cost of capital, cost of replacement power, loss of profits or revenues or the loss of the use thereof. This paragraph of Article 9 shall apply notwithstanding any other statement to the contrary, if any, in this Agreement and shall survive the termination of this Agreement.

Article 10. Force Majeure.

Neither party shall be considered to be in default hereunder and shall be excused from performance hereunder if and to the extent that it shall be prevented from doing so by storm, flood, lightning, earthquake, explosion, equipment failure, civil disturbance, labor dispute, act of God or the public enemy, action of a court or public authority, withdrawal of equipment from operation for necessary maintenance and repair, or any other cause beyond the reasonable control of either party and not due to the fault or negligence of the party claiming force majeure, provided that the party claiming excuse from performance uses its best efforts to remedy its inability to perform.

Article 11. Dispute Resolution and Voluntary Arbitration.

In the event of any dispute, disagreement, or claim arising out of or concerning this Agreement, the Party that believes there is such a dispute, disagreement, or claim will give written notice to the other Party of such dispute, disagreement, or claim. The affected Parties shall negotiate in good faith to resolve such dispute, disagreement, or claim. If such negotiations have not resulted in resolution of such dispute to the satisfaction of the affected Parties within ten (10) working days after notice of the dispute has been given, then, an affected Party may, upon mutual agreement of all of the affected Parties, submit such dispute, disagreement, or claim arising out of or concerning this Agreement, including whether such dispute, disagreement, or claim is arbitrable, to binding arbitration.

The arbitration proceeding shall be conducted by a single arbitrator, appointed by mutual agreement of the affected Parties, in Manchester, New Hampshire, under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time a demand for arbitration under such rules was made. In the event that the affected Parties fail to agree upon a single arbitrator, each shall select one arbitrator, and the arbitrators so selected shall, within twenty (20) days of being selected, mutually select a single arbitrator to govern the arbitration. A decision and award of the arbitrator made under the Rules and within the scope of his or her jurisdiction shall be exclusive, final, and binding on all Parties, their successors, and assigns. The costs and expenses of the arbitration shall be allocated equitably amongst the affected Parties, as determined by the arbitrator(s). Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Each Party hereby consents and submits to the jurisdiction of the federal and state courts in the State of New Hampshire for the purpose of confirming any such award and entering judgment thereon.

Article 12. Modification of Agreement.

In order for any modification to this Agreement to be binding upon the parties, said modification must be in writing and signed by both parties.

Article 13. Prior Agreements Superseded.

Once effective, this Agreement with Attachment A represents the entire agreement between the parties with respect to the interconnection of the Facility with the PSNH electric system and, as between Interconnector and PSNH, all previous agreements including previous Contracts, discussion, communications and correspondence related thereto are superseded by the execution of this Agreement.

Article 14. Waiver of Terms or Conditions.

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall remain at all times in full force and effect. Any waiver is only effective if given to the other party in writing.

Article 15. Binding Effect; Assignment

This Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and permitted assigns of the parties hereto. PSNH shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Interconnector except to a successor-in-interest. PSNH shall provide written notice to Interconnector of any such assignment to a successor-in-interest within fifteen (15) days following the effective date of the assignment. Interconnector shall have the right to assign this Agreement to any person or entity that is a successor-in-interest to the Facility without the consent of PSNH. In the event of any such assignment, Interconnector shall notify PSNH in writing within fifteen (15) days following the effective date of the assignment. Interconnector may make such other assignment of this Agreement as it determines, subject to the prior written consent of PSNH, which consent shall not be unreasonably withheld or delayed. Any assignment in violation of this Article shall be void at the option of the non-assigning party.

Article 16. Applicable Law.

This Agreement is made under the laws of the State of New Hampshire and, to the extent applicable, the Federal Power Act, and the interpretation and performance hereof shall be in accordance with and controlled by such laws, excluding any conflicts of law provisions of the State of New Hampshire that could require application of the laws of any other jurisdiction.

Article 17. Headings.

Captions and headings in the Agreement are for ease of reference and shall not be used to and do not affect the meaning of this Agreement.

Article 18. Notices and Service.

All notices, including communications and statements which are required or permitted under the terms of this Agreement, shall be in writing, except as otherwise provided or as reasonable under the circumstances. Service of a notice may be accomplished and will be deemed to have been received by the recipient party on the day of delivery if delivered by personal service, on the day of confirmed receipt if delivered by telegram, registered or certified commercial overnight courier, or registered or certified mail or on the day of transmission if sent by telecopy with evidence of receipt obtained, and in each case addressed as follows:

Interconnector: Woodsville/Rochester Hydro Associates  
160 Governor's Road  
Brookfield, NH 03872  
Attn.: Richard A. Mauser

Telephone No. (603) 522-3427  
email: mauser@worldpath.net

PSNH: Public Service Company of New Hampshire  
780 North Commercial Street  
P. O. Box 330  
Manchester, NH 03105-0330  
Attn.: Manager, Supplemental Energy Sources Department

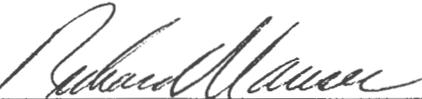
Telecopy No. (603) 634-2449  
Telephone No. (603) 634-2312  
email: SESD@PSNH.com

Article 19. Confidentiality.

All documents and information provided hereunder by the Interconnector shall be held in confidence by PSNH and shall not be disclosed, unless such document or information is generally available to the public (other than due to a PSNH disclosure) or made available to PSNH on a non-confidential basis by a duly authorized person or entity not acting in violation of any non-disclosure requirement. This Article shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties, each by its duly authorized representative, have hereunto caused their names to be subscribed, as of the day and year first above written.

WOODSVILLE/ROCHESTER HYDRO ASSOCIATES

By:   
Name: Woodville/Roch Hydro Associates  
Title: President/Owner  
Duly Authorized

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

By:   
PAUL E. RAMSEY Vice President, Duly Authorized

Wyandotte Hydro - LEEP #038

PSNH Interconnection Study

I. INTRODUCTION

This study has been completed to serve as a record of the various devices and the method of their application at the above named facility. Primarily only those components which are capable of having an impact on the PSNH system to which this facility is connected are included.

Any existing or future deviation from the equipment or its arrangement, as described herein, shall be brought to the immediate attention of PSNH. Safety is one of the reasons for this requirement. Some modifications are capable of producing conditions hazardous to people and apparatus on the PSNH system.

II. DESCRIPTION OF FACILITY AND MAJOR COMPONENTS

A. Description of Facility:

The powerhouse is located in the Wyandotte Mill in Rochester, New Hampshire. It contains a horizontal turbine driving a horizontal synchronous generator. The pond behind the Hatfield Dam on the Cocheco River serves as the water source. The output, which is turbine limited to about 117 KW, is delivered to the PSNH 4.16 kV circuit 28H1 out of Signal St. S/S. Sketch DPC121983 depicts the major components in one-line fashion.

B. Mechanical Components:

Turbine - 1 - 30" Rodney Hunt, Type 80, Horizontal Francis,  
157 HP at 21 ft. Head and 257 RPM, Efficiency: 85% ±

Governor - Actuator

C. Electrical Components:

Generator - Synchronous motor, originally wound for 2300V, rewound for 440V.

Original Nameplate Data -

Electric Machinery Mfg. Co., Minneapolis, Minn.

Sync Motor	Volts: 2300
SN: 80026	Amps: 50.6
HP: 250	RPM: 257
Pf: 100%	PH: 3, 60 Hz
Field: 27.5 Amps, 125 Volts at 100% Pf	

New nameplate (after rewind) -

SN: 80026                      Volts: 440  
HP: 250                         Amps: 264.5  
Ph: 3, 60 Hz                   RPM: 257

Rewound by G.E. Appliance Service Shop,  
Cleveland, Ohio

Exciter - Motor Driven DC Generator.

DC Generator - General Electric, 125 VDC, shunt wound,  
1750 RPM, 5 KW, 45 Amp

Drive Motor - General Electric, 7.5 HP, 3 Phase,  
Induction Motor, 1760 RPM, 220/440 Volts, 20.6/10.3 Amps

Voltage Regulator - None. Voltage is controlled manually by  
varying the current in the exciter's field  
winding. This is done with a variac and rec-  
tifier. The variac is rated 0-140 V, 10A, 1.4 kVA.

Generator Circuit Breaker - General Electric AK-125

Generator Step-Up Transformer (GSU) - 3 - 100 kVA, 2400/480 V,  
1 phase transformers, 2% IZ, connected  
ungrounded wye to delta with an overall ratio  
of 4160/480V.

Control Power - 48 VDC supplied by 4 - 12V marine type batteries  
and a LaMarche charger  
Model: All-3-48V-A1  
Input: 120 VAC, 3A, 1 Ph; output: 48VDC, 3A

### III. PSNH REQUIREMENTS - GENERAL

- A. The connection of the facility to the PSNH system must not compromise the safety of PSNH's customers, personnel, or the owner's personnel.
- B. An emergency shutdown pushbutton with facility status indicator lights, and a visible disconnecting device shall be made available for unrestricted use by PSNH personnel. The operation of the pushbutton shall cause all of the facility's generation to be removed from service, and shall block all automatic startup of generation. The status lights shall be located local to the pushbutton. A red light shall indicate that the facility has generation connected to the PSNH system. A green light shall indicate that all generation is disconnected from the PSNH system. The visible disconnecting device shall be located between the PSNH system and the facility's generation.
- C. The generating facility shall not have the capability of energizing a de-energized PSNH circuit.

- D. The short circuit interrupting device(s) must have sufficient interrupting capacity for all faults that might exist. This rating will be supplied by PSNH on request.
- E. All shunt-tripped short circuit interrupting devices must be equipped with reliable power sources. A D.C. battery with associated charging facilities is considered a reliable source.
- F. Protection of the generating facility equipment for problems that might occur internal or external to the facility, is the responsibility of the owner.
- G. The connection of the facility to the PSNH system must not reduce the quality of service currently existing on the PSNH system. Voltage fluctuations and excessive voltage and current harmonic content are among the service quality considerations.
- H. Automatic reclosing of the PSNH circuit after a tripping operation(s) will occur, and its operation should not be affected by the interconnection.
- I. All synchronizing will be done by and at the generating facility.

IV. PSNH REQUIREMENTS - SPECIFIC (RE: One Line Diagram DPC121983)

A. System Configuration and Protection.

- 1. The facility must be arranged as per Sketch DPC121983.
- 2. The following protective relays must be supplied and connected to automatically trip the generator circuit breaker.

Overfrequency (81/H) - CF-1, Style 291B995A09  
 Underfrequency (81/L) - CF-1, Style 291B995A10  
 Over/Under-Voltage (59/27) - 12IAV53K1A  
 Reverse Power (32) - 12ICW51A2A  
 Overvoltage (59N) - 12IAV51D1A

Any substitution for these devices must be utility grade and approved by PSNH. The settings for the above devices have been developed by PSNH.

The high voltage fuses and surge arresters applied as protection on the facility's generator step-up transformer must be approved by PSNH.

The neutral of the generator step-up transformer 4.16 kV winding must be ungrounded.

B. Metering

- 1. The facility must be equipped with metering as illustrated on Sketch DPC121983.

2. The following metering hardware belongs to the owner of the facility:

2 - G.E. Type JAK-0, 200/5 amp CTs

1 - G.E. Type VM-65-S watt-hour meter with 60 minute M-60 register with detent

These devices, or their equivalent, are required to meter generator output.

3. The hardware utilized for metering station service belongs to PSNH. This includes the VTs used in common by the facility owner and PSNH for their respective meters.

#### V. RECOMMENDATIONS

Protection of the facility's equipment is not the responsibility of PSNH. The protective devices listed in Section IV, A are intended to protect the PSNH system from the generator and not vice versa.

- A. Suggestions to protect the facility from disturbances on the PSNH system.

1. The PSNH circuit interrupting device feeding the circuit to which this facility is connected can be expected to reclose one or more times following the occurrence of a fault. The generator should be taken off-line immediately upon the first interruption of the PSNH source. Failure to do so will result in the generator being out of phase with the PSNH source when the PSNH circuit interrupting device recloses. This condition may damage the generator.
2. A negative phase sequence time overcurrent relay (device 46) would be useful to detect unbalanced currents such as those that will flow if a fuse opens on the PSNH distribution circuit or within the plant itself. Unbalanced currents in the stator of the generator will cause potentially damaging overheating of the rotor.

- B. Devices to protect the facility from disturbances within.

1. Additional forms of protection are available to detect malfunctions of equipment within the facility. The equipment manufacturers or an electrical consultant should be able to make specific recommendations.

The requirements given under Sections III and IV of this study must be met for the generating facility to be acceptable for interconnection to the PSNH system.

NOTE 5/9/03

BRAD O'SULLIVAN CKT. 34H2

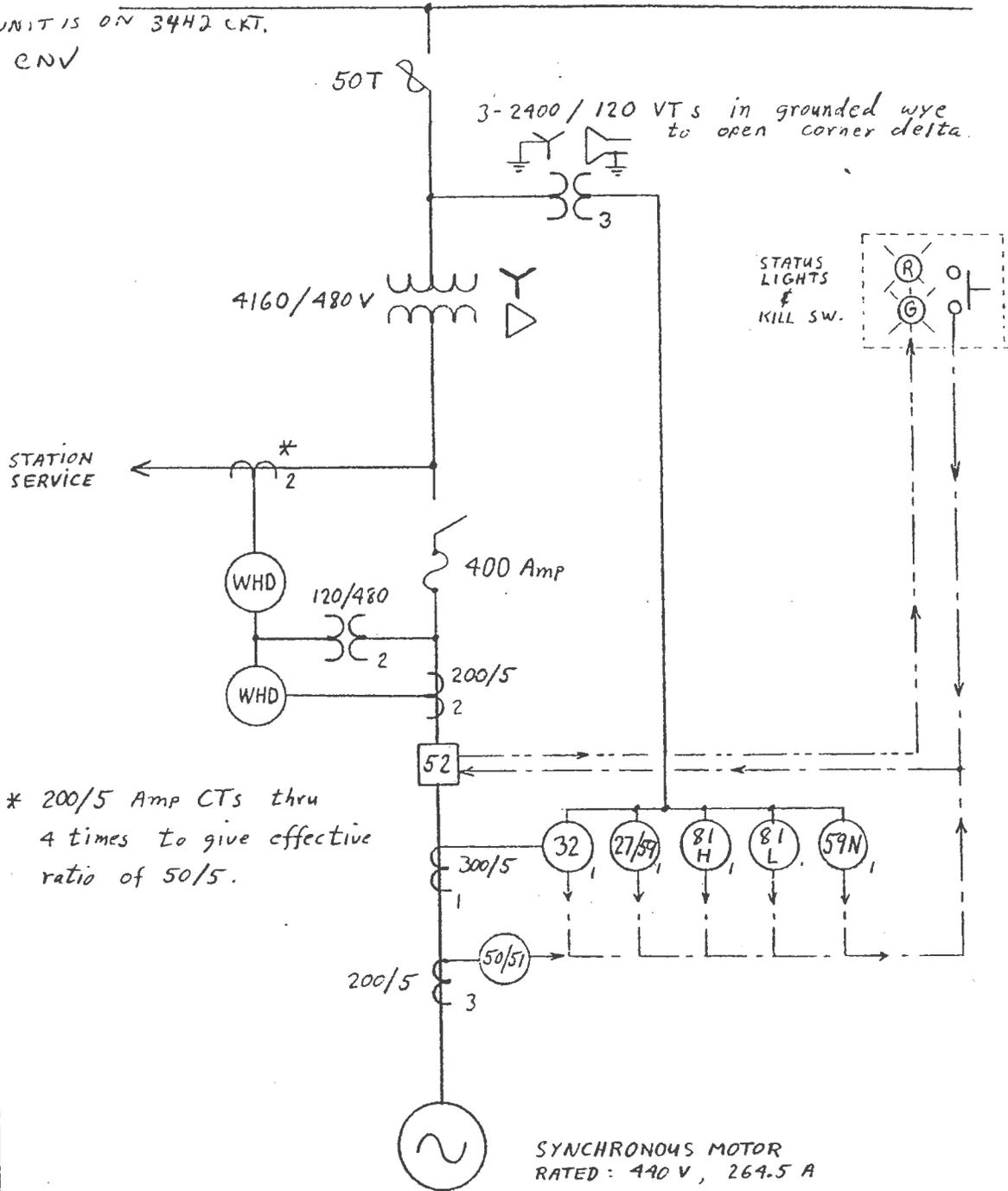
28H1

4160/2400 V

CHECKED CONNECTION.

UNIT IS ON 34H2 CKT.

CNV



NO.	REVISION	DATE	DRWN.	CHKD.	APPR.

DESIGNED \_\_\_\_\_  
DRAWN DPC      CHKD. \_\_\_\_\_

WYANDOTTE HYDRO  
L.E.E.P. #038  
ROCHESTER, N.H.

PUBLIC SERVICE CO. OF NEW HAMPSHIRE  
ENGINEERING DIVISION

DPC121983

NH

UNITED STATES OF AMERICA 20 FERC #62,050  
FEDERAL ENERGY REGULATORY COMMISSION

East Coast Engineering ) Project No. 5563-000

ORDER GRANTING EXEMPTION FROM LICENSING OF A  
SMALL HYDROELECTRIC PROJECT OF 5 MEGAWATTS OR LESS

( Issued July 14, 1982 )

The Applicant <sup>1/</sup> filed an application for exemption from all or part of Part I of the Federal Power Act pursuant to 18 C.F.R. Part 4 Subpart K (1980) implementing in part Section 408 of the Energy Security Act (Act) of 1980 for a project as described in the attached public notice. <sup>2/ 3/</sup>

Notice of the application was published in accordance with Section 408 of the Act and the Commission's regulations and comments were requested from interested Federal and State agencies including the U.S. Fish and Wildlife Service and the State Fish and Wildlife Agency. All comments, protests and petitions to intervene that were filed have been considered. No agency has any objection relevant to issuance of this exemption.

Standard Article 2, included in this exemption, requires compliance with any terms and conditions that Federal or State fish and wildlife agencies have determined appropriate to prevent loss of, or damage to, fish and wildlife resources. The terms and conditions referred to in Article 2 are contained in any letters of comment by these agencies which have been forwarded to the Applicant in conjunction with this exemption.

The Wyandotte Dam is classified as a significant hazard dam. A failure of the dam could result in property damage and loss of life downstream. Article 6 included in this exemption requires that an Emergency Action Plan be filed.

Should the Applicant contest any terms or conditions that were proposed by Federal or State agencies in their letters of comment as being outside the scope of Article 2, the Commission shall determine whether the disputed terms or conditions are outside the scope of Article 2.

It is ordered that:

(A) The Wyandotte Project No. 5563 as described and designated in East Coast Engineering's application filed on October 26, 1981, and amended on March 1, 1982, is exempted from all of the requirements of Part I of the Federal Power Act, including licensing, subject to the standard articles in §4.106, of the Commission's regulations attached hereto as Form E-2, 18 C.F.R. §4.106 45 Fed. Reg. 76115 (November 18, 1980), and the following Special Article.

Article 6. This exemption is subject to the following provisions of 18 C.F.R., Part 12.

(1) subpart C - Emergency Action Plans

(B) This order is final unless a petition appealing it to the Commission is filed within 30 days from the date of its issuance, as provided in Section 1.7(d) of the Commission's regulations, 18 C.F.R. 1.7(d)(1981), as amended, 44 Fed. Reg. 46449 (1981). The filing of a petition appealing this order to the Commission or an application for rehearing as provided in Section 313(a) of the Act does not operate as a stay of the effective date of this order, except as specifically ordered by the Commission.

- <sup>1/</sup> East Coast Engineering, Project No. 5563, filed on October 26, 1981, and amended on March 1, 1982.
- <sup>2/</sup> Pub. Law 96-294, 94 Stat. 611. Section 408 of the ESA amends inter alia, Sections 405 and 408 of the Public Utility Regulatory Policies Act of 1978 (16 U.S.C. §§2705 and 2708).
- <sup>3/</sup> Authority to act on this matter is delegated to the Deputy Director, Office of Electric Power Regulation, under §375.308 of the Commission's regulations, 45 Fed. Reg. 21216 (1980), as amended by Order No. 112 in Docket No. RM81-5, issued November 21, 1980, FERC Statutes and Regulations #30,211 (45 Fed. Reg. 79024).

*Ronald A. Corso*  
Acting Deputy Director, Office  
of Electric Power Regulation

Bob

UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

Woodsville/Rochester Hydro Associates

Project No. 5563-001  
New Hampshire

ORDER AMENDING EXEMPTION  
FROM LICENSING

(Issued April 3, 1988)

On July 14, 1982, an exemption from licensing was issued for the Wyandotte Hydroelectric Project No. 5563 located on the Cocheco River in Strafford County, New Hampshire.

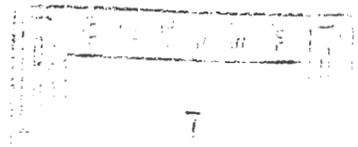
The project, as originally exempted, consisted of two developments: the City Dam No. 1 and the Hatfield. Due to infeasibility of developing the hydropower potential of the City Dam No. 1 site, the exemptee has requested that its exemption order be amended to remove the site from the project.

The Director orders:

- (A) The exemption from licensing order issued July 14, 1982, for the Wyandotte Hydroelectric Project No. 5563 is amended by removing the City Dam No. 1 from the project.
- (B) This order is issued under authority delegated to the Director and is final unless appealed to the Commission under Rule 1902 within 30 days from the date of this order.

J. Mark Robinson  
Director, Division of Project  
Compliance and Administration

DC-A-7



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Moody Dole, Pres. P-3253  
Dole & Roberts Sales Corp.  
Box 8  
Campton, NH 03223

UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

Dole & Roberts Sales Corp. ) Project No. 3253-001

ORDER ISSUING LICENSE (MINOR)

( Issued November 9, 1982 )

Dole & Roberts Sales Corp. has filed an application for a license under Part I of the Federal Power Act (Act) to construct, operate, and maintain the Campton Hydro Project No. 3253. 1/ The project would be located on the Mad River, a tributary of the Pemigewasset River, in Grafton County, New Hampshire and would use a government dam.

Notice of the application has been published and comments have been received from interested Federal, State, and local agencies. No protests or petitions to intervene have been received, and none of the agencies objected to issuance of the license. The significant concerns of the commenting agencies are discussed below.

The Proposed Project

The existing Forest Service dam (not part of the project to be licensed) was constructed by the U.S. Forest Service in the 1930's and replaced a timber crib structure which was owned and operated by the Dole Family in the 1800's. A second dam, powerhouse and woolen mill were located some 500 feet downstream of the present structure. Applicant proposes to construct a new headworks upstream of the left abutment of the upper dam and two 42-inch diameter penstocks, approximately 600 feet long, leading to the existing powerhouse near the lower damsite. Approximately 400 kw of generating capacity would recapture the power potential historically utilized by the Community of Campton. A more detailed project description is contained in ordering paragraph (B).

1/ Authority to act on this matter is delegated to the Director, Office of Electric Power Regulation, under §375.308 of the Commission's regulations, 18 C.F.R. §375.308 (1981), 18 C.F.R. §375.308 (1981), FERC Statutes and Regulations ¶30,238. This order may be appealed to the Commission by any party within 30 days of its issuance pursuant to Rule 1902, 18 C.F.R. §385.1902, FERC Statutes and Regulations ¶29,052, 47 Fed. Reg. 19014 (1982). Filing an appeal and final Commission action on that appeal are prerequisites for filing an application for rehearing as provided in Section 313(a) of the Act. Filing an appeal does not operate as a stay of the effective date of this order or of any other date specified in this order, except as specifically directed by the Commission.

Safety and Adequacy

The dam is classified as low hazard. The dam has essentially no effect on the hydraulic regime of the river during flood flows. Failure of dam during floods would not create additional hazard to downstream life and property. The project spillway is adequate. The dam is designed to be safe against overturning and sliding under loading due to normal maximum headwater.

The New York Regional Office inspected the project on April 22, 1982, and concluded that, although certain sections were not visible because of high flows, the dam appeared to be in structurally sound condition.

The Exhibit I drawings are preliminary and conceptual in nature. Article 20 requires the Licensee to submit a copy of the construction contract plans and specifications 60 days prior to the start of construction. It is concluded that the project, under the conditions of this license, will be safe and adequate.

Economic Feasibility and Comprehensive Development

The project will operate run-of-river and generate an estimated average 1,503,328 kwh of energy annually 2/ at an estimated cost of 79.2 mills/kwh. The project is economically feasible based on the current PURPA rates in New Hampshire.

The project will make good use of the flow and fall of the Mad River, is not in conflict with any planned or potential development and will be best adapted to the comprehensive development of the Merrimack River Basin under present conditions upon compliance with the terms and conditions of the license.

Environmental Considerations

The U.S. Fish and Wildlife Service, (FWS) New Hampshire Fish and Game Department, and U.S. Forest Service (USFS) recommended that the Applicant: (1) install a bypass facility for Atlantic salmon smolts; (2) maintain a minimum flow of 4.5 cfs through the bypass facility at the Campton Dam spillway; (3) pass all river flows less than 25 cfs over the spillway; and (4) operate the smolt

2/ The proposed project, with its average annual generation of 1.5 million kwh, will utilize a renewable resource that will save the equivalent of approximately 2,500 barrels of oil or 700 tons of coal per year.

bypass facility from mid-April to mid-June, or at other periods of downstream smolt migration. The Applicant has agreed to implement these measures. Articles 23 and 24 are included in the license to ensure protection of the fishery resources.

The FWS stated that, except for occasional transient individuals, no listed or proposed endangered or threatened species are known to exist in the project impact area.

The State of New Hampshire Water Supply and Pollution Control Commission issued a water quality certificate, pursuant to Section 401 of the Clean Water Act, by letter dated January 14, 1982.

By letter dated November 3, 1981, the State of New Hampshire Department of Resources and Economic Development stated that the proposed project would have no effect upon known architectural, historical, archeological or other cultural resources. In accordance with standard Commission practice, 3/ Article No. 25 of this license also requires cultural resources protection measures.

In order to protect recreational uses the USFS also recommended that the project reservoir not be drawn down. Staff believes that minimal reservoir drawdown would occur, because the project is proposed as run-of-river operation. Therefore, recreational uses should not be adversely affected.

Project construction would create noise, dust, soil disturbance and increased reservoir turbidity. These adverse effects would be minor and of short duration. On the basis of the record, including agency comments and the staff's independent analysis, it is found that issuance of a license for this project, as conditioned, is not a major Federal action significantly affecting the quality of the human environment.

License Term

The proposed reconstruction of this project using an existing dam is similar to relicensing an existing licensed project at which a moderate amount of new development is proposed; therefore, consistent with the Commission's policy, a 40-year license term is reasonable in this instance. 4/

40 yr. = 2022

3/ See S. D. Warren, 10 FERC 161,153.

4/ Montana Power Company, 56 FPC 2008 (1976).

It is ordered that:

(A) This license is issued to Dole & Roberts Sales Corp. (Licensee), of Campton, New Hampshire, under Part I of the Federal Power Act (Act), for a period of 40 years, effective the first day of the month in which this order is issued, for the construction, operation, and maintenance of the Campton Hydro Project No. 3253, located in Grafton County, New Hampshire, on the Mad River and using a Government dam. This license is subject to the terms and conditions of the Act, which is incorporated by reference as part of this license, and subject to the regulations the Commission issues under the provisions of the Act.

(B) The Campton Hydro Project No. 3253 consists of:

(1) All lands, to the extent of the Licensee's interests in those lands, constituting the project area and enclosed by the project boundary. The project area and boundary are shown and described by certain exhibits that form part of the application for license and that are designated and described as:

<u>Exhibit</u>	<u>FERC No. 3253-</u>	<u>Showing</u>
K	1	Site Plan and Project Boundary
	(2)	Project works consisting of: (1) a new intake structure and smolt bypass, at the left river bank, with gates and trashracks; (2) two new 42-inch diameter penstocks, 600 feet long and underground, leading to (3) an existing powerhouse, at an old downstream damsite, to be renovated and equipped with two new turbine-generator units having a rated capacity of 264.2 kW and 117.4 kW, respectively, for a total rated capacity of 381.6 kW; (4) an existing tailrace to be restored; (5) a new transmission line connecting to nearby 33.5-kV transmission lines; and (6) appurtenant facilities.

The location, nature, and character of these project works are generally shown and described by the exhibits cited above and more specifically shown and described by a certain other exhibit that also forms a part of the application for license and that is designated and described as:

<u>Exhibit L Sheet</u>	<u>FERC No. 1253-</u>	<u>Showing</u>
1	2	Plan of Existing Structures
2	3	Profile of Existing Structure and Section of Dam
3	4	Plan of Powerhouse
4	5	Section of Powerhouse

(3) All of the structures, fixtures, equipment, or facilities used or useful in the operation or maintenance of the project and located within the project boundary, all portable property, that may be employed in connection with the project, located within or outside the project boundary, as approved by the Commission, and all riparian or other rights that are necessary or appropriate in the operation or maintenance of the project.

(C) Exhibits K and L, designated in ordering paragraph (B) above, are approved and made a part of the license.

(D) Pursuant to Section 10(i) of the Act, it is in the public interest to waive the following Sections of Part I of the Act, and they are excluded from the license:

Section 4(b), except the second sentence; 4(e), insofar as it relates to approval of plans by the Chief of Engineers and the Secretary of the Army; 6, insofar as it relates to public notice and to the acceptance and expression in the license of terms and conditions of the Act that are waived here; 10(c), insofar as it relates to depreciation reserves; 10(d); 10(f); 14, except insofar as the power of condemnation is reserved; 15; 16; 19; 20; and 22.

(E) This license is also subject to Articles 1 through 18 set forth in Form L-15 (revised October, 1975), entitled "Terms and Conditions of License for Unconstructed Minor Project Affecting the Interest of Interstate or Foreign Commerce", attached to and made a part of this license, except for Articles 3 and 15. The license is also subject to the following additional articles:

Article 19. Licensee shall commence construction of the proposed project within two years of the date of issuance of the license and shall complete construction within two years from the start of construction.

Article 20. Licensee shall file with the Commission's Regional Engineer and the Director, Office of Electric Power Regulation, one copy each of the contract drawings and specifications for pertinent features of the project, such as water retention structures, powerhouses, and water conveyance structures, at least 60 days prior to start of construction. The Director, Office of Electric Power Regulation, may require changes in the plans and specifications to assure a safe and adequate project.

Article 21. The Licensee shall review and approve the design and construction procedures for contractor-designed cofferdams and deep excavations prior to the start of construction. The Licensee shall file with the Commission's Regional Engineer and Director, Office of Electric Power Regulation, one copy of the approved construction drawings and specifications, and a copy of the letter of approval.

Article 22. The Licensee shall within 90 days of completion of construction file in accordance with Commission's Rules and Regulations revised Exhibit L drawings showing the project as-built.

Article 23. Licensee shall, within 3 months after the date of issuance of this license, file for Commission approval detailed functional design drawings of an Atlantic salmon smolt bypass facility that would have the capacity to pass 4.5 cfs, prepared in consultation with the U.S. Fish and Wildlife Service and New Hampshire Fish and Game Department. Further, Licensee shall file with the Commission, after completion of construction of the bypass facility, as-built drawings.

Article 24. Licensee shall, for the protection and enhancement of aquatic resources in the Mad River, discharge from the Campton Dam a continuous minimum flow according to the following schedule:

- (a) During periods of non-generation, or if inflow to the project is less than 25 cfs, inflow to the project shall be discharged over the spillway;
- (b) During periods of generation, or if inflow to the project is greater than 25 cfs, 4.5 cfs shall be discharged through the Atlantic salmon smolt bypass facility.

Licensee shall also operate the smolt bypass facility from mid-April to mid-June, or at other periods of downstream smolt migration when requested by the U.S. Fish and Wildlife Service and New Hampshire Fish and Game Department. These flows may be temporarily modified if required by operating emergencies beyond the control of the Licensee, and for short periods for fishery management purposes upon mutual agreement between the Licensee and the New Hampshire Fish and Game Department.

Article 25. Prior to the commencement of any construction or development of any project works or other facilities at the project, the Licensee shall consult and cooperate with the New Hampshire State Historic Preservation Officer (SHPO) to determine the need for, and extent of, any archeological or historic resource surveys and any mitigative measures that may be necessary. The Licensee shall provide funds in a reasonable amount for any such activity. If any previously unrecorded archeological or historical sites are discovered during the course of construction, construction activity in the vicinity shall be halted, a qualified archeologist shall be consulted to determine the significance of the sites, and the Licensee shall consult with the SHPO to develop a mitigation plan for the protection of significant archeological or historic resources. If the Licensee and the SHPO cannot agree on the amount of money to be expended on archeological or historic work related to the project, the Commission reserves the right to require the Licensee to conduct, at its own expense, any such work found necessary.

Article 26. The Licensee shall pay the United States the following annual charge(s), effective the first day of the month in which this license is issued:

- (a) For the purpose of reimbursing the United States for the cost of administration of Part I of the Act, a reasonable amount as determined in accordance with the provisions of the Commission's regulations in effect from time to time. The authorized installed capacity for that purpose is 510 horsepower.
- (b) For the purpose of recompensing the United States for the utilization of the Campton Dam and its appurtenances, an amount to be determined later in accordance with Section 10(e) of the Act.

Article 27. The Licensee shall continue to consult and cooperate with appropriate Federal, State and other natural resource agencies for the protection and development of the environmental resources and values of the project area. The Commission reserves the right to require changes in the project works or operations that may be necessary to protect and enhance those resources and values.

Article 28. (a) In accordance with the provisions of this article, the Licensee shall have the authority to grant permission for certain types of use and occupancy of project lands and waters and to convey certain interests in project lands and waters for certain other types of use and occupancy, without prior Commission approval. The Licensee may exercise the authority only if the proposed use and occupancy is consistent with the purposes of protecting and enhancing the scenic, recreational, and other

environmental values of the project. For those purposes, the Licensee shall also have continuing responsibility to supervise and control the uses and occupancies for which it grants permission, and to monitor the use of, and ensure compliance with the covenants of the instrument of conveyance for, any interests that it has conveyed, under this article. If a permitted use and occupancy violates any condition of this article or any other condition imposed by the Licensee for protection and enhancement of the project's scenic, recreational, or other environmental values, or if a covenant of a conveyance made under the authority of this article is violated, the Licensee shall take any lawful action necessary to correct the violation. For a permitted use or occupancy, that action includes, if necessary, cancelling the permission to use and occupy the project lands and waters and requiring the removal of any non-complying structures and facilities.

(b) The types of use and occupancy of project lands and waters for which the Licensee may grant permission without prior Commission approval are: (1) landscape plantings; (2) non-commercial piers, landings, boat docks, or similar structures and facilities; and (3) embankments, bulkheads, retaining walls, or similar structures for erosion control to protect the existing shoreline. To the extent feasible and desirable to protect and enhance the project's scenic, recreational, and other environmental values, the Licensee shall require multiple use and occupancy of facilities for access to project lands or waters. The Licensee shall also ensure, to the satisfaction of the Commission's authorized representative, that the uses and occupancies for which it grants permission are maintained in good repair and comply with applicable State and local health and safety requirements. Before granting permission for construction of bulkheads or retaining walls, the Licensee shall: (1) inspect the site of the proposed construction, (2) consider whether the planting of vegetation or the use of riprap would be adequate to control erosion at the site, and (3) determine that the proposed construction is needed and would not change the basic contour of the reservoir shoreline. To implement this paragraph (b), the Licensee may, among other things, establish a program for issuing permits for the specified types of use and occupancy of project lands and waters, which may be subject to the payment of a reasonable fee to cover the Licensee's costs of administering the permit program. The Commission reserves the right to require the Licensee to file a description of its standards, guidelines, and procedures for implementing this paragraph (b) and to require modification of those standards, guidelines, or procedures.

(c) The Licensee may convey easements or rights-of-way across, or leases of, project lands for: (1) replacement, expansion, realignment, or maintenance of bridges and roads for which all necessary State and Federal approvals have been obtained; (2) storm drains and water mains; (3) sewers that do not discharge into project waters; (4) minor access roads; (5) telephone, gas, and electric utility distribution lines; (6) non-project overhead electric transmission lines that do not require erection of support structures within the project boundary; (7) submarine, overhead, or underground major telephone distribution cables or major electric distribution lines (69-kV or less); and (8) water intake or pumping facilities that do not extract more than one million gallons per day from a project reservoir. No later than January 31 of each year, the Licensee shall file three copies of a report briefly describing for each conveyance made under this paragraph (c) during the prior calendar year, the type of interest conveyed, the location of the lands subject to the conveyance, and the nature of the use for which the interest was conveyed.

(d) The Licensee may convey fee title to, easements or rights-of-way across, or leases of project lands for: (1) construction of new bridges or roads for which all necessary State and Federal approvals have been obtained; (2) sewer or effluent lines that discharge into project waters, for which all necessary Federal and State water quality certificates or permits have been obtained; (3) other pipelines that cross project lands or waters but do not discharge into project waters; (4) non-project overhead electric transmission lines that require erection of support structures within the project boundary, for which all necessary Federal and State approvals have been obtained; (5) private or public marinas that can accommodate no more than 10 watercraft at a time and are located at least one-half mile from any other private or public marina; (6) recreational development consistent with an approved Exhibit R or approved report on recreational resources of an Exhibit E; and (7) other uses, if: (i) the amount of land conveyed for a particular use is five acres or less; (ii) all of the land conveyed is located at least 75 feet, measured horizontally, from the edge of the project reservoir at normal maximum surface elevation; and (iii) no more than 50 total acres of project lands for each project development are conveyed under this clause (d)(7) in any calendar year. At least 45 days before conveying any interest in project lands under this paragraph (d), the Licensee must file a letter to the Director, Office of Electric Power Regulation, stating its intent to convey the interest and briefly describing the type of interest and location of the lands to be conveyed (a marked Exhibit G or K map may be used), the nature of the proposed use, the identity of any Federal or State agency official consulted, and any Federal or State approvals required for the proposed use. Unless the Director, within 45 days from the filing date, requires the Licensee to file an application for prior approval, the Licensee may convey the intended interest at the end of that period.

(e) The following additional conditions apply to any intended conveyance under paragraphs (c) or (d) of this article:

(1) Before conveying the interest, the Licensee shall consult with Federal and State fish and wildlife or recreation agencies, as appropriate, and the State Historic Preservation Officer.

(2) Before conveying the interest, the Licensee shall determine that the proposed use of the lands to be conveyed is not inconsistent with any approved Exhibit R or approved report on recreational resources of an Exhibit E; or, if the project does not have an approved Exhibit R or approved report on recreational resources, that the lands to be conveyed do not have recreational value.

(3) The instrument of conveyance must include covenants running with the land adequate to ensure that: (i) the use of the lands conveyed shall not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use; and (ii) the grantee shall take all reasonable precautions to ensure that the construction, operation, and maintenance of structures or facilities on the conveyed lands will occur in a manner that will protect the scenic, recreational, and environmental values of the project.

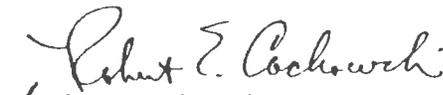
(4) The Commission reserves the right to require the Licensee to take reasonable remedial action to correct any violation of the terms and conditions of this article, for the protection and enhancement of the project's scenic, recreational, and other environmental values.

(f) The conveyance of an interest in project lands under this article does not in itself change the project boundaries. The project boundaries may be changed to exclude land conveyed under this article only upon approval of revised Exhibit G or K drawings (project boundary maps) reflecting exclusion of that land. Lands conveyed under this article will be excluded from the project only upon a determination that the lands are not necessary for project purposes, such as operation and maintenance, flowage, recreation, public access, protection of environmental resources, and shoreline control, including shoreline aesthetic values. Absent extraordinary circumstances, proposals to exclude lands conveyed under this article from the project shall be consolidated for consideration when revised Exhibit G or K drawings would be filed for approval for other purposes.

Article 29. The project area and project works shall be in substantial conformity with the approved exhibits referred to in Article 2 herein or as changed in accordance with the provisions of said article. Except when emergency shall require for the protection of navigation, life, health, or property, there shall not be made without prior approval of the Commission any substantial alteration or addition not in conformity with the approved plans to any dam or other project works under the license or any substantial use of project lands and waters not authorized herein; and any emergency alteration, addition, or use so made shall thereafter be subject to such modification and change as the Commission may direct. Minor changes in project works, or in uses of project lands and waters, or divergence from such approved exhibits may be made in such changes will not result in a decrease in efficiency, in a material increase in cost, in an adverse environmental impact, or in impairment of the general scheme of development; but any of such minor changes made without the prior approval of the Commission, which in its judgment have produced or will produce any of such results, shall be subject to such alteration as the Commission may direct.

Article 30. The Licensee shall clear and keep clear to an adequate width lands along open conduits and shall dispose of all temporary structures, unused timber, brush, refuse, or other material unnecessary for the purposes of the project which results from the clearing of lands or from the maintenance or alteration of the project works. In addition, all trees along the periphery of project reservoir which may die during operations of the project shall be removed. All clearing of the lands and disposal of the unnecessary material shall be done with due diligence and to the satisfaction of the authorized representative of the Commission and in accordance with appropriate Federal, State, and local statutes and regulations.

(F) The Licensee's failure to file a petition appealing this order to the Commission shall constitute acceptance of this license. In acknowledgment of acceptance of this order and its terms and conditions, it shall be signed by the Licensee and returned to the Commission within 60 days from the date this order is issued.

  
 for Lawrence R. Anderson  
 Director, Office of Electric  
 Power Regulation

Project No. 3253-001

IN TESTIMONY of its acknowledgment of acceptance of all of the terms and conditions of this Order, Dale & Roberts Sales Corp. this \_\_\_\_ day \_\_\_\_\_, 19\_\_\_\_, has caused its corporate name to be signed hereto by \_\_\_\_\_, its \_\_\_\_\_ President, and its corporate seal to be affixed hereto and attested by \_\_\_\_\_ its \_\_\_\_\_ Secretary, pursuant to a resolution of its Board of Directors duly adopted on the \_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, a certified copy of the record of which is attached hereto.

By \_\_\_\_\_  
 President

Attest:

\_\_\_\_\_  
 Secretary

(Executed in quadruplicate)

TERMS AND CONDITIONS OF LICENSE FOR UNCONSTRUCTED  
MINOR PROJECT AFFECTING THE INTERESTS OF  
INTERSTATE OR FOREIGN COMMERCE

Article 1. The entire project, as described in this order of the Commission, shall be subject to all of the provisions, terms, and conditions of the license.

Article 2. No substantial change shall be made in the maps, plans, specifications, and statements described and designated as exhibits and approved by the Commission in its order as a part of the license until such change shall have been approved by the Commission; Provided, however, That if the Licensee or the Commission deems it necessary or desirable that said approved exhibits, or any of them, be changed, there shall be submitted to the Commission for approval a revised, or additional exhibit or exhibits covering the proposed changes which, upon approval by the Commission, shall become a part of the license and shall supersede, in whole or in part, such exhibit or exhibits theretofore made a part of the license as may be specified by the Commission.

Article 3. The project works shall be constructed in substantial conformity with the approved exhibits referred to in Article 2 herein or as changed in accordance with the provisions of said article. Except when emergency shall require for the protection of navigation, life, health, or property, there shall not be made without prior approval of the Commission any substantial alteration or addition not in conformity with the approved plans to any dam or other project works under the license or any substantial use of project lands and waters not authorized herein; and any emergency alteration, addition, or use so made shall thereafter be subject to such modification and change as the Commission may direct. Minor changes in project works, or in uses of project lands and waters, or divergence from such approved exhibits may be made if such changes will not result in a decrease in efficiency, in a material increase in cost, in an adverse environmental impact, or in impairment of the general scheme of development; but any of such minor changes

Upon the completion of the project, or at such other time as the Commission may direct, the Licensee shall submit to the Commission for approval revised exhibits insofar as necessary to show any divergence from or variations in the project area and project boundary as finally located or in the project works as actually constructed when compared with the area and boundary shown and the works described in the license or in the exhibits approved by the Commission, together with a statement in writing setting forth the reasons which in the opinion of the Licensee necessitated or justified variation in or divergence from the approved exhibits. Such revised exhibits shall, if and when approved by the Commission, be made a part of the license under the provisions of Article 2 hereof.

Article 4. The construction, operation, and maintenance of the project and any work incidental to additions or alterations shall be subject to the inspection and supervision of the Regional Engineer, Federal Power Commission, in the region wherein the project is located, or of such other officer or agent as the Commission may designate, who shall be the authorized representative of the Commission for such purposes. The Licensee shall cooperate fully with said representative and shall furnish him a detailed program of inspection by the Licensee that will provide for an adequate and qualified inspection force for construction of the project and for any subsequent alterations to the project. Construction of the project works or any feature or alteration thereof shall not be initiated until the program of inspection for the project works or any such feature thereof has been approved by said representative. The Licensee shall also furnish to said representative such further information as he may require concerning the construction, operation, and maintenance of the project, and of any alteration thereof, and shall notify him of the date upon which work will begin, as far in advance thereof as said representative may reasonably specify, and shall notify him promptly in writing of any suspension of work for a period of more than one week, and of its resumption and completion. The Licensee shall allow said representative and other

officers or employees of the United States, showing proper credentials, free and unrestricted access to, through, and across the project lands and project works in the performance of their official duties. The Licensee shall comply with such rules and regulations of general or special applicability as the Commission may prescribe from time to time for the protection of life, health, or property.

Article 5. The Licensee, within five years from the date of issuance of the license, shall acquire title in fee or the right to use in perpetuity all lands, other than lands of the United States, necessary or appropriate for the construction, maintenance, and operation of the project. The Licensee or its successors and assigns shall, during the period of the license, retain the possession of all project property covered by the license as issued or as later amended, including the project area, the project works, and all franchises, easements, water rights, and rights of occupancy and use; and none of such properties shall be voluntarily sold, leased, transferred, abandoned, or otherwise disposed of without the prior written approval of the Commission, except that the Licensee may lease or otherwise dispose of interests in project lands or property without specific written approval of the Commission pursuant to the then current regulations of the Commission. The provisions of this article are not intended to prevent the abandonment or the retirement from service of structures, equipment, or other project works in connection with replacements thereof when they become obsolete, inadequate, or inefficient for further service due to wear and tear; and mortgage or trust deeds or judicial sales made thereunder, or tax sales, shall not be deemed voluntary transfers within the meaning of this article.

Article 6. The Licensee shall install and thereafter maintain gages and stream-gaging stations for the purpose of determining the stage and flow of the stream or streams on which the project is located, the amount of water held in and withdrawn from storage, and the effective head on the turbines; shall provide for the required reading of such gages and for the adequate rating of such stations; and shall install and maintain standard meters adequate for the determination of the amount of electric energy generated by the project works. The number, character, and location of gages, meters, or other measuring devices, and the method of operation thereof, shall at all times be satisfactory to the Commission or its authorized representative.

The Commission reserves the right, after notice and opportunity for hearing, to require such alterations in the number, character, and location of gages, meters, or other measuring devices, and the method of operation thereof, as are necessary to secure adequate determinations. The installation of gages, the rating of said stream or streams, and the determination of the flow thereof, shall be under the supervision of, or in cooperation with, the District Engineer of the United States Geological Survey having charge of stream-gaging operations in the region of the project, and the Licensee shall advance to the United States Geological Survey the amount of funds estimated to be necessary for such supervision, or cooperation for such periods as may be mutually agreed upon. The Licensee shall keep accurate and sufficient records of the foregoing determinations to the satisfaction of the Commission, and shall make return of such records annually at such time and in such form as the Commission may prescribe.

Article 7. The Licensee shall, after notice and opportunity for hearing, install additional capacity or make other changes in the project as directed by the Commission, to the extent that it is economically sound and in the public interest to do so. \*

Article 8. The Licensee shall, after notice and opportunity for hearing, coordinate the operation of the project, electrically and hydraulically, with such other projects or power systems and in such manner as the Commission may direct in the interest of power and other beneficial public uses of water resources, and on such conditions concerning the equitable sharing of benefits by the Licensee as the Commission may order. \*

Article 9. The operations of the Licensee, so far as they affect the use, storage and discharge from storage of waters affected by the license, shall at all times be controlled by such reasonable rules and regulations as the Commission may prescribe for the protection of life, health, and property, and in the interest of the fullest practicable conservation and utilization of such waters for power purposes and for other beneficial public uses, including recreational purposes, and the Licensee shall release water from the project reservoir at such rate in cubic feet per second, or such volume in acre-feet per specified period of time, as the Commission may prescribe for the purposes hereinbefore mentioned.

Exhibit L Sheet	FERC No. 3253-	Showing
1	2	Plan of Existing Structures
2	3	Profile of Existing Structure and Section of Dam
3	4	Plan of Powerhouse
4	5	Section of Powerhouse

(3) All of the structures, fixtures, equipment, or facilities used or useful in the operation or maintenance of the project and located within the project boundary, all portable property, that may be employed in connection with the project, located within or outside the project boundary, as approved by the Commission, and all riparian or other rights that are necessary or appropriate in the operation or maintenance of the project.

(C) Exhibits K and L, designated in ordering paragraph (B) above, are approved and made a part of the license.

(D) Pursuant to Section 10(i) of the Act, it is in the public interest to waive the following Sections of Part I of the Act, and they are excluded from the license:

Section 4(b), except the second sentence; 4(e), insofar as it relates to approval of plans by the Chief of Engineers and the Secretary of the Army; 6, insofar as it relates to public notice and to the acceptance and expression in the license of terms and conditions of the Act that are waived here; 10(c), insofar as it relates to depreciation reserves; 10(d); 10(f); 14, except insofar as the power of condemnation is reserved; 15; 16; 19; 20; and 22.

(E) This license is also subject to Articles 1 through 18 set forth in Form L-15 (revised October, 1975), entitled "Terms and Conditions of License for Unconstructed Minor Project Affecting the Interest of Interstate or Foreign Commerce", attached to and made a part of this license, except for Articles 3 and 15. The license is also subject to the following additional articles:

Article 19. Licensee shall commence construction of the proposed project within two years of the date of issuance of the license and shall complete construction within two years from the start of construction.

Article 20. Licensee shall file with the Commission's Regional Engineer and the Director, Office of Electric Power Regulation, one copy each of the contract drawings and specifications for pertinent features of the project, such as water retention structures, powerhouses, and water conveyance structures, at least 60 days prior to start of construction. The Director, Office of Electric Power Regulation, may require changes in the plans and specifications to assure a safe and adequate project.

Article 21. The Licensee shall review and approve the design and construction procedures for contractor-designed cofferdams and deep excavations prior to the start of construction. The Licensee shall file with the Commission's Regional Engineer and Director, Office of Electric Power Regulation, one copy of the approved construction drawings and specifications, and a copy of the letter of approval.

Article 22. The Licensee shall within 90 days of completion of construction file in accordance with Commission's Rules and Regulations revised Exhibit L drawings showing the project as-built.

Article 23. Licensee shall, within 3 months after the date of issuance of this license, file for Commission approval detailed functional design drawings of an Atlantic salmon smolt bypass facility that would have the capacity to pass 4.5 cfs, prepared in consultation with the U.S. Fish and Wildlife Service and New Hampshire Fish and Game Department. Further, Licensee shall file with the Commission, after completion of construction of the bypass facility, as-built drawings.

Article 24. Licensee shall, for the protection and enhancement of aquatic resources in the Mad River, discharge from the Campton Dam a continuous minimum flow according to the following schedule:

- (a) During periods of non-generation, or if inflow to the project is less than 25 cfs, inflow to the project shall be discharged over the spillway;
- (b) During periods of generation, or if inflow to the project is greater than 25 cfs, 4.5 cfs shall be discharged through the Atlantic salmon smolt bypass facility.

Licensee shall also operate the smolt bypass facility from mid-April to mid-June, or at other periods of downstream smolt migration when requested by the U.S. Fish and Wildlife Service and New Hampshire Fish and Game Department. These flows may be temporarily modified if required by operating emergencies beyond the control of the Licensee, and for short periods for fishery management purposes upon mutual agreement between the Licensee and the New Hampshire Fish and Game Department.

Article 25. Prior to the commencement of any construction or development of any project works or other facilities at the project, the Licensee shall consult and cooperate with the New Hampshire State Historic Preservation Officer (SHPO) to determine the need for, and extent of, any archeological or historic resource surveys and any mitigative measures that may be necessary. The Licensee shall provide funds in a reasonable amount for any such activity. If any previously unrecorded archeological or historical sites are discovered during the course of construction, construction activity in the vicinity shall be halted, a qualified archeologist shall be consulted to determine the significance of the sites, and the Licensee shall consult with the SHPO to develop a mitigation plan for the protection of significant archeological or historic resources. If the Licensee and the SHPO cannot agree on the amount of money to be expended on archeological or historic work related to the project, the Commission reserves the right to require the Licensee to conduct, at its own expense, any such work found necessary.

Article 26. The Licensee shall pay the United States the following annual charge(s), effective the first day of the month in which this license is issued:

- (a) For the purpose of reimbursing the United States for the cost of administration of Part I of the Act, a reasonable amount as determined in accordance with the provisions of the Commission's regulations in effect from time to time. The authorized installed capacity for that purpose is 510 horsepower.
- (b) For the purpose of recompensing the United States for the utilization of the Campton Dam and its appurtenances, an amount to be determined later in accordance with Section 10(e) of the Act.

Article 27. The Licensee shall continue to consult and cooperate with appropriate Federal, State and other natural resource agencies for the protection and development of the environmental resources and values of the project area. The Commission reserves the right to require changes in the project works or operations that may be necessary to protect and enhance those resources and values.

Article 28. (a) In accordance with the provisions of this article, the Licensee shall have the authority to grant permission for certain types of use and occupancy of project lands and waters and to convey certain interests in project lands and waters for certain other types of use and occupancy, without prior Commission approval. The Licensee may exercise the authority only if the proposed use and occupancy is consistent with the purposes of protecting and enhancing the scenic, recreational, and other

environmental values of the project. For those purposes, the Licensee shall also have continuing responsibility to supervise and control the uses and occupancies for which it grants permission, and to monitor the use of, and ensure compliance with the covenants of the instrument of conveyance for, any interests that it has conveyed, under this article. If a permitted use and occupancy violates any condition of this article or any other condition imposed by the Licensee for protection and enhancement of the project's scenic, recreational, or other environmental values, or if a covenant of a conveyance made under the authority of this article is violated, the Licensee shall take any lawful action necessary to correct the violation. For a permitted use or occupancy, that action includes, if necessary, cancelling the permission to use and occupy the project lands and waters and requiring the removal of any non-complying structures and facilities.

(b) The types of use and occupancy of project lands and waters for which the Licensee may grant permission without prior Commission approval are: (1) landscape plantings; (2) non-commercial piers, landings, boat docks, or similar structures and facilities; and (3) embankments, bulkheads, retaining walls, or similar structures for erosion control to protect the existing shoreline. To the extent feasible and desirable to protect and enhance the project's scenic, recreational, and other environmental values, the Licensee shall require multiple use and occupancy of facilities for access to project lands or waters. The Licensee shall also ensure, to the satisfaction of the Commission's authorized representative, that the uses and occupancies for which it grants permission are maintained in good repair and comply with applicable State and local health and safety requirements. Before granting permission for construction of bulkheads or retaining walls, the Licensee shall: (1) inspect the site of the proposed construction, (2) consider whether the planting of vegetation or the use of riprap would be adequate to control erosion at the site, and (3) determine that the proposed construction is needed and would not change the basic contour of the reservoir shoreline. To implement this paragraph (b), the Licensee may, among other things, establish a program for issuing permits for the specified types of use and occupancy of project lands and waters, which may be subject to the payment of a reasonable fee to cover the Licensee's costs of administering the permit program. The Commission reserves the right to require the Licensee to file a description of its standards, guidelines, and procedures for implementing this paragraph (b) and to require modification of those standards, guidelines, or procedures.

**OPERATING AGREEMENT  
FOR  
PURPOSES OF WHEELING AND POWER SALES**

AGREEMENT, dated December 30, 2005 by and between Mad River Power Associates, a New Hampshire Limited Partnership, with its principal office in Concord, New Hampshire (hereinafter referred to as the "Interconnector"), and Public Service Company of New Hampshire, a New Hampshire corporation having its principal place of business in Manchester, New Hampshire (hereinafter referred to as "PSNH").

WHEREAS, Interconnector's Campton Dam 722 KW hydroelectric generating facility (the "Facility"), (SESD #056) located on the Mad River in Campton, New Hampshire, is interconnected with the electric system of PSNH in accordance with applicable New Hampshire Public Utilities Commission ("NHPUC") Orders and federal law; and

WHEREAS, Interconnector intends to certify its generator as a Qualifying Facility ("QF") as defined by the Public Utilities Regulatory Policies Act ("PURPA") as it may be amended from time to time; and

WHEREAS, Interconnector desires to, and PSNH agrees to, provide for the interconnection of the Facility with the electric system of PSNH, its successors and permitted assigns, and Interconnector may have the right to sell the electric output of the Facility to PSNH and/or to such other third party purchasers with which Interconnector may make sales arrangements; and

WHEREAS, to provide for the continued interconnection of the Facility, it is necessary that certain agreements be made to ensure the safety, reliability and integrity of PSNH's electric system and the operation of the Facility; and

WHEREAS, Interconnector and PSNH wish to provide for certain other matters pertaining to discretionary power sales from the Facility;

NOW, THEREFORE, the parties hereby agree as follows:

Article 1. Interconnection and Voltage Characteristics.

The delivery point shall continue to be that point at which the Facility presently interconnects with the 34.5 KV electric system of PSNH. Under this Agreement, the Interconnector shall receive and pay for the services necessary for the purpose of connecting, and providing the continued connection of, the Facility with the PSNH electrical system, including Pool Transmission Facilities ("PTF") as defined by the New England Power Pool ("NEPOOL"), and non-PTF.

Unless PSNH converts its interconnection circuit, all electric energy delivered to PSNH's system from the Facility shall be 34.5 KV, three-phase, sixty hertz.

Article 2. Metering.

The metering shall continue to be configured so as to represent the electric power output delivered to the PSNH electric system as specified in the Interconnection Report ("Report"), Revision 1 dated November 21, 2005 attached as Attachment A. The metering may be installed on the generation side of the transformer provided that transformer losses are subtracted from the measured generation by a suitable method. Interconnector shall be responsible for all costs associated with the metering required for sales to PSNH and/or other third parties from the Facility.

Interconnector has installed and will own, and maintain all metering equipment as referenced in Article 5, to measure the physical flow of electrical energy from the Facility into the PSNH electric system. If at any time the meter is found to be in error by more than two percent fast or slow (+ or - 2%), Interconnector shall cause such meter to be corrected and the meter readings for the period of inaccuracy shall be adjusted to correct such inaccuracy so far as the same can be reasonably ascertained, but no adjustment prior to the beginning of the preceding month shall be made except by agreement of the parties. All tests and calibrations shall be made in accordance with New Hampshire Code of Administrative Rules, Chapter PUC 300 Rules and Regulations for Electric Service, as amended, and any applicable Rules and Regulations of ISO-New England, Inc. ("ISO"). Interconnector is responsible for assuring that meter tests are

performed as required at Interconnector's expense. The PSNH Meter Laboratory should be contacted in advance to arrange for said meter testing.

Interconnector shall cause the meter to be tested at any time upon request of either party and, at PSNH's option, in the presence of a representative of PSNH. If such equipment proves accurate within two percent fast or slow (+ or - 2%), the expense of the test shall be borne by the requesting party.

PSNH reserves the right to secure or seal the metering installation, but upon the written request of Interconnector will provide such information regarding, and access to, the metering installation as Interconnector requests. Interconnector is required to record electrical energy physically delivered to the PSNH electric system on an hour-by-hour basis, and to electronically make available to PSNH, Interconnector's generation in kilowatt-hours for each hour during the prior 24 hours.

To the extent necessary for Interconnector to receive credit and compensation for power sales to entities other than PSNH of electric energy and/or other power products generated at the Facility, PSNH shall cooperate with and assist Interconnector to ensure that the metering installations applicable to the Facility meet the required specifications and operational characteristics as necessary to accomplish such sales.

### Article 3. Wheeling Arrangements.

If requested by Interconnector in connection with any sales of energy or other electric products to entities other than PSNH, PSNH (or other Northeast Utilities system companies) shall transmit the electric output of the Facility, or such portion(s) thereof as are identified by Interconnector, to an appropriate PTF point or to such purchasers (as applicable to the transaction) under the terms and conditions and rates set forth in the NORTHEAST UTILITIES SYSTEM COMPANIES Open Access Transmission Service Tariff No. 9 (the "NU OATT") filed with the Federal Energy Regulatory Commission ("FERC"), or its successor tariff, as those tariffs may be amended or supplemented from time to time hereafter. The wheeling of generation shall also be subject to any regulatory approved and applicable local transmission and distribution wheeling tariffs.

Article 4. Power Sales, Billing and Payment.

(a) PURPA Sales

This Agreement is contingent upon the Facility's continuing eligibility for status as a QF as defined by PURPA. As a QF, Interconnector may make sales to PSNH and PSNH shall purchase all or a portion of the electric energy and other electrical products generated at the Facility pursuant to the requirements of the PURPA, the New Hampshire Limited Electrical Energy Producers Act (" LEEPA"), and ISO.

Pursuant to PURPA, and as approved by the NHPUC in Docket No. DE 99-099, in accordance with the Settlement Agreement between PSNH and the State of New Hampshire, the rates paid to Interconnector for short-term, as available power sales to PSNH shall be the applicable market clearing price for such energy and/or other electrical product(s) or such replacement pricing methods as determined by the ISO or any successor entity for each period during which Interconnector has delivered such energy and/or other electrical power products for sale to PSNH. The above short-term prices shall be adjusted for line losses, wheeling costs, and administrative costs as they may be determined by PSNH or the NHPUC and as modified from time to time. The parties agree to abide by the ISO rules for recognition and determination of energy and capacity credit.

Facilities delivering all of their output to the PSNH grid will be assigned a Line Loss Adjustment Factor (the " LLAFF"). The initial LLAFF for the Facility is 1.0494. If a recalculation of the LLAFF is required, PSNH shall calculate a new LLAFF to represent the change in PSNH's electrical system losses attributable to the generator characteristics and physical location of the Facility. The LLAFF shall be applied to that portion of the generation output from the Facility which is sold to PSNH during a billing month by multiplying the LLAFF times the kilowatt output. PSNH shall not have the right to use a new or materially different methodology for conducting any such LLAFF study except as ordered by the NHPUC. The LLAFF may be less than one or greater than one.

Should PSNH no longer be the load holding entity for the entire retail load connected to its System, the LLAFF shall be proportionally reduced to reflect the percentage of retail load

supplied by PSNH. This adjustment shall become effective with the billing months of February and August based upon the percentage of retail load supplied by PSNH over the previous six (6) month period ending in December and June, respectively. The LLAF may be recalculated at the request of either party. The requesting party shall pay for the cost of performing the line loss study. Upon the completion of the updated LLAF study, the new LLAF shall be used at the start of the next billing month.

In addition, Interconnector shall have the right and option at any time to engage a third party consultant to validate and verify the methodology and results of any LLAF study performed by PSNH under this Agreement, at Interconnector's expense. If the review performed by such consultant concludes that the results of any study performed by PSNH are incorrect, then PSNH shall perform a new study, at its expense, to determine the correct LLAF. Any dispute between the parties related to such studies shall be resolved by the NHPUC.

PSNH shall read the meter, installed in accordance with Article 2, once each month and shall promptly send Interconnector an invoice showing the billing month's net generation and amount owed for energy and other electrical products generated for any sales to PSNH hereunder. Interconnector shall then return to PSNH the approved invoice for payment. PSNH shall make payments to Interconnector electronically for the total amount due within 23 days of the meter reading date, provided that PSNH receives a timely return of the approved invoice.

(b) Bilateral and Power Exchange Sales

At all times during the term of this Agreement, Interconnector shall have the right to sell any or all of the Facility's electric power output, including electric energy, installed capacity, spinning reserves, other operating reserves and/or automatic generation control and other products, to entities other than PSNH, either through bilateral transactions or through the markets administered by the ISO. With respect to any such bilateral or market sales by Interconnector, Interconnector may request that PSNH function as "Lead Participant", and/or "Designated Entity" (as those terms are defined and amended or replaced from time to time by the ISO) and/or other similar role (or function necessary to process and implement such sales) on Interconnector's behalf and, subject to Interconnector's instructions, perform any and all

functions in such roles as are necessary to implement and consummate such sales, and shall submit to ISO and/or other appropriate entities (on Interconnector' s behalf) all information, including, without limitation, standard or non-standard contracts, self-schedules, unit characteristics, bid submissions and metering data, required to effect such transactions, provided that Interconnector provides PSNH with all information and direction reasonably required for the submission of such information by PSNH but no later than 9:30 am on the last business day prior to the commencement of such transaction or bid, unless PSNH can accommodate the transaction in less time.

As PSNH' s full compensation when it acts as the " Lead Participant" for performing the administrative services described in this subsection, Interconnector shall pay to PSNH for each such month an amount equal to the greater of \$500 or 0.0126¢/kwhr of Interconnector' s sales of generation for which PSNH is " Lead Participant" during such month made pursuant to this Article 4 (b). The foregoing shall only be due to PSNH when PSNH actually acts as " Lead Participant" in such sale.

Any contractual arrangements for the sale of electricity with others shall be in accordance with the requirements of the Federal Power Act, the rules of FERC and the rules of ISO New England as they all may be amended from time to time. The price and products associated with such sale shall be identified in the contractual arrangements.

#### Article 5. Interconnection and Protection Requirements.

Interconnector has installed all interconnection, protection, metering, and control equipment as specified in the Report to ensure the continued safe and reliable operation of the Facility in parallel with the PSNH system. The Interconnector has assumed responsibility for all study costs associated with the development of the Report, and those costs associated with the equipment and its installation, required by the Report. No additional studies are required to be performed, and no additional or different interconnection facilities, system upgrades or protection systems are required to be constructed, installed or implemented, in order to maintain the interconnection of the Facility with the PSNH System.

Up to the delivery point, all equipment shall remain the sole property of Interconnector.

Interconnector shall have sole responsibility for the operation, maintenance, replacement, and repair of the Facility, including the interconnection equipment owned by the Interconnector.

Prior to the interconnection to PSNH' s system under this Agreement, Interconnector tested, and every twelve months thereafter, Interconnector shall continue to test, or cause to be tested, all protection devices including verification of calibration and tripping functions; and Interconnector shall provide PSNH with a copy of the tests and results.

If either party reasonably determines that the operation or use of any portion of the protection system will or may not perform its protective function, Interconnector shall immediately open the interconnection between PSNH' s system and the Facility. Interconnector shall promptly notify PSNH of this action and the reason for this action. The interconnection shall remain open until Interconnector has satisfactorily cured the defect. Any repair or replacement of Interconnector' s equipment shall be at no cost to PSNH, except PSNH shall be responsible for any loss or damage requiring repair or replacement of all or a portion of the Interconnector' s equipment as a result of the negligence or misconduct of PSNH, its agents or employees.

Article 6. Right of Access.

Upon prior written or oral notice to Interconnector, PSNH shall have the right to enter the property of Interconnector at mutually agreed upon reasonable times and shall be provided reasonable access to Interconnector's metering, protection, control, and interconnection equipment to review for compliance with this Agreement. PSNH shall provide Interconnector with a copy of any notes, reports or other documents made relating to any such inspection or review.

Article 7. Modification of Facility.

If Interconnector plans any modifications to its Facility as described in Attachment A, which modifications would reasonably be expected to affect its interconnection with the PSNH System, Interconnector shall give PSNH prior written notice of its intentions.

Article 8. Term of Agreement.

This Agreement shall become effective between the parties on the date of execution of this agreement but no earlier than the date PSNH receives notification from Interconnector that its status as a QF has been filed with FERC. This Agreement shall remain in full force and effect subject to the suspension and termination rights contained in this Article 8. PSNH acknowledges that it has received a certificate of insurance as required by Article 9, and that the interconnection equipment as set forth in Attachment A has been properly installed and tested.

Interconnector may terminate this Agreement by giving PSNH not less than sixty (60) days prior written notice of its intention to terminate. PSNH may terminate the interconnection under this Agreement by giving not less than sixty (60) days prior written notice should Interconnector fail to substantially perform with the interconnection, metering and other safety provisions of this Agreement, and such failure continues for more than sixty (60) days from date of notice without cure. The PSNH notice shall state with specificity the facts constituting the alleged failure to perform by Interconnector. If the parties are unable to reach agreement within 60 days on a cure for the Interconnector's failure to perform, either party may elect to submit the dispute to the NHPUC for resolution.

If changes in applicable federal or state statutes, regulations or orders; or changes in applicable ISO or NEPOOL requirements occur which materially affect this Agreement, the parties shall negotiate in good faith to modify this Agreement to accommodate such changes. If the parties are unable to reach agreement within 60 days, either party may elect to submit the dispute to the NHPUC for resolution.

PSNH may also terminate its obligation contained in this Agreement if all laws, regulations and orders mandating interconnections or purchases from qualifying facilities are repealed, or declared invalid by a Court or Regulatory Agency, and no revised law is enacted providing for such interconnection or sales on a similar basis.

After termination of this Agreement, both parties shall be discharged from all further obligation under the terms of this Agreement, excepting any liability (including without limitation the obligation to pay for power delivered prior to any such termination which obligation shall survive the termination of this Agreement) which may have been incurred before the date of such

termination. Any reasonable costs incurred by PSNH to physically disconnect the Facility as a result of the termination of this Agreement shall be paid by the Interconnector. Termination of this Agreement shall not effect the parties' obligation to pay for power delivered prior to termination of that purchase obligation.

Article 9. Indemnification and Insurance.

Each party will be responsible for its equipment and the operation thereof and will indemnify and save the other harmless from any and all loss by reason of property damage, bodily injury, including death resulting there-from suffered by any person or persons including the parties hereto, employees thereof or members of the public, (and all expenses in connection therewith, including attorney's fees) whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, caused by or sustained on, or alleged to be caused by or sustained on, equipment or property, or the operation or use thereof, owned or controlled by such party, except that each party shall be solely responsible for and shall bear all costs of its negligence, and willful misconduct, and claims by its own employees or contractors growing out of any workers' compensation law. The foregoing paragraph shall survive the termination of this Agreement and such termination will not extinguish any liabilities or obligations in respect of reimbursements under this paragraph, incurred up to the time of termination.

The Interconnector shall, at its own expense, continue to maintain throughout the term of this Agreement Comprehensive General Liability Insurance with a combined single limit of not less than \$3,000,000 for each occurrence.

The insurance policy specified above has named and shall continue to name PSNH, Northeast Utilities and its subsidiaries, officers, directors and employees, as additional insured with respect to any and all third party bodily injury and/or property damage claims arising from Interconnector's performance of this Agreement. It is further agreed that PSNH shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for the payment of premium for such insurance. The policy shall not be canceled, terminated, altered, reduced or materially changed without at least thirty (30) days prior written notice to PSNH.

Evidence of the required insurance has been provided to PSNH in the form of a

Certificate of Insurance prior to the actual physical interconnection of the Facility, and annually thereafter. During the term of this Agreement, the Interconnector, upon PSNH's reasonable request, shall furnish PSNH with certified copies of the actual insurance policies described in this Article.

The insurance coverage is and shall continue to be primary and is not in excess to or contributing with any insurance or self-insurance maintained by PSNH or its affiliates and shall not be deemed to limit Interconnector's liability under this Agreement.

PSNH shall have the right to modify the limits of liability specified herein, at any time in the future, to remain consistent with those limits generally required by the NHPUC. PSNH must notify Interconnector in writing, at least ninety (90) days prior to any required change and these new liability limits will become effective upon renewal of the Insurance Policy.

In no event shall either party be liable, whether in contract, tort (including negligence), strict liability, warranty, or otherwise, for any special, indirect, incidental, punitive or consequential losses or damages, suffered by the other party or any person or entity and arising out of or related to this Agreement including but not limited to, cost of capital, cost of replacement power, loss of profits or revenues or the loss of the use thereof. This paragraph of Article 9 shall apply notwithstanding any other statement to the contrary, if any, in this Agreement and shall survive the termination of this Agreement.

#### Article 10. Force Majeure.

Neither party shall be considered to be in default hereunder and shall be excused from performance hereunder if and to the extent that it shall be prevented from doing so by storm, flood, lightning, earthquake, explosion, equipment failure, civil disturbance, labor dispute, act of God or the public enemy, action of a court or public authority, withdrawal of equipment from operation for necessary maintenance and repair, or any other cause beyond the reasonable control of either party and not due to the fault or negligence of the party claiming force majeure, provided that the party claiming excuse from performance uses its best efforts to remedy its inability to perform.

Article 11. Dispute Resolution and Voluntary Arbitration.

In the event of any dispute, disagreement, or claim (except for disputes referred to the NHPUC under Article 8 of this Agreement) arising out of or concerning this Agreement, the Party that believes there is such a dispute, disagreement, or claim will give written notice to the other Party of such dispute, disagreement, or claim. The affected Parties shall negotiate in good faith to resolve such dispute, disagreement, or claim. If such negotiations have not resulted in resolution of such dispute to the satisfaction of the affected Parties within ten (10) working days after notice of the dispute has been given, then, an affected Party may, upon mutual agreement of all of the affected Parties, submit such dispute, disagreement, or claim arising out of or concerning this Agreement, including whether such dispute, disagreement, or claim is arbitrable, to binding arbitration.

The arbitration proceeding shall be conducted by a single arbitrator, appointed by mutual agreement of the affected Parties, in Manchester, New Hampshire, under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time a demand for arbitration under such rules was made. In the event that the affected Parties fail to agree upon a single arbitrator, each shall select one arbitrator, and the arbitrators so selected shall, within twenty (20) days of being selected, mutually select a single arbitrator to govern the arbitration. A decision and award of the arbitrator made under the Rules and within the scope of his or her jurisdiction shall be exclusive, final, and binding on all Parties, their successors, and assigns. The costs and expenses of the arbitration shall be allocated equitably amongst the affected Parties, as determined by the arbitrator(s). Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Each Party hereby consents and submits to the jurisdiction of the federal and state courts in the State of New Hampshire for the purpose of confirming any such award and entering judgment thereon.

Article 12. Modification of Agreement.

In order for any modification to this Agreement to be binding upon the parties, said modification must be in writing and signed by both parties.

Article 13. Prior Agreements Superseded.

Once effective, this Agreement with Attachment A represents the entire agreement between the parties with respect to the interconnection of the Facility with the PSNH electric system and, as between Interconnector and PSNH, all previous agreements including previous Rate Orders, discussion, communications and correspondence related thereto are superseded by the execution of this Agreement.

Article 14. Waiver of Terms or Conditions.

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall remain at all times in full force and effect. Any waiver is only effective if given to the other party in writing.

Article 15. Binding Effect; Assignment

This Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and permitted assigns of the parties hereto. PSNH shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Interconnector except to a successor-in-interest. PSNH shall provide written notice to Interconnector of any such assignment to a successor-in-interest within fifteen (15) days following the effective date of the assignment. Interconnector shall have the right to assign this Agreement to any person or entity that is a successor-in-interest to the Facility without the consent of PSNH. In the event of any such assignment, Interconnector shall notify PSNH in writing within fifteen (15) days following the effective date of the assignment. Interconnector may make such other assignment of this Agreement as it determines, subject to the prior written consent of PSNH, which consent shall not be unreasonably withheld or delayed. Any assignment in violation of this Article shall be void at the option of the non-assigning party.

Article 16. Applicable Law.

This Agreement is made under the laws of the State of New Hampshire and, to the extent

applicable, the Federal Power Act, and the interpretation and performance hereof shall be in accordance with and controlled by such laws, excluding any conflicts of law provisions of the State of New Hampshire that could require application of the laws of any other jurisdiction.

Article 17. Qualifying Facility Status

Interconnector has stated its intent to seek FERC certification of its generator as a QF and this Agreement and the related Interconnection Report shall be null and void should Interconnector fail to file for or should FERC deny the certification of QF status for the generator or later revoke the Project' s QF status.

Article 18. Headings.

Captions and headings in the Agreement are for ease of reference and shall not be used to and do not affect the meaning of this Agreement.

Article 19. Notices and Service.

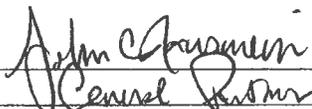
All notices, including communications and statements which are required or permitted under the terms of this Agreement, shall be in writing, except as otherwise provided or as reasonable under the circumstances. Service of a notice may be accomplished and will be deemed to have been received by the recipient party on the day of delivery if delivered by personal service, on the day of confirmed receipt if delivered by telegram, registered or certified commercial overnight courier, or registered or certified mail or on the day of transmission if sent by telecopy with evidence of receipt obtained, and in each case addressed as follows:

Interconnector:            Mad River Power Associates  
                                  P. O. Box 600  
                                  Concord, NH 03302  
                                  Attn.: John C. Ransmeier  
  
                                  Telephone No. (603) 228-0477  
                                  Fax No.            (603) 228-2131  
                                  email: john.ransmeier@ramspell.com

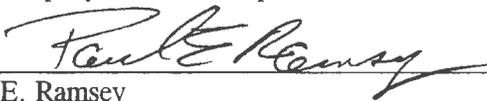
PSNH: Public Service Company of New Hampshire  
780 North Commercial Street  
P. O. Box 330  
Manchester, NH 03105-0330  
Attn.: Manager, Supplemental Energy Sources Department  
Telephone No. (603) 634-2312  
Fax No. (603) 634-2449  
email: psnhsesd@psnh.com

IN WITNESS WHEREOF, the parties, each by its duly authorized representative, have hereunto caused their names to be subscribed, as of the day and year first above written.

Mad River Power Associates

By:   
Title: General Manager  
Duly Authorized

Public Service Company of New Hampshire

By:   
Title: Paul E. Ramsey  
Vice President, Customer Services  
Duly Authorized

**PSNH INTERCONNECTION REPORT  
FOR  
CUSTOMER GENERATION**

**CAMPTON DAM**

**FINAL REPORT**

**SESD SITE NO. 056**

L. T. Ward    November 22, 1985  
Rev. 1        November 21, 2005

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## I. INTRODUCTION

A study has been performed to determine the impact of this proposed facility on the PSNH system. All technical analysis was based on the equipment listed under Section II, and the facility arrangement illustrated on partial one-line diagram SK-LTW-056-5. Where actual site-specific data was not readily available, estimated or "typical" values were utilized in any required calculations. Any deviation from the listed equipment or the illustrated configuration may have significant safety and/or technical ramifications. Consequently, if changes are anticipated now or in the future, PSNH should be informed immediately so that the requirements and recommendations contained within the report may be revised where necessary. This procedure will ensure that the Developer is informed of PSNH requirements in a timely fashion and should eliminate the delays and expense which could otherwise be experienced by the Developer.

## II. DESCRIPTION OF MAJOR COMPONENTS

### A. Description Of Facilities

The Campton Dam Project is a three (3) unit hydro electric site located on the Mad River at the Campton Dam in Campton, NH. The three generators have a combined capacity of 722 KW which will be connected to the 27X1 - 34.5 kV circuit from Campton Substation.

The NHWRB Dam number is 35.01H.

Sketch SK-LTW-056-5 is a partial one-line diagram showing the major electrical components of the facility.

### B. Mechanical Components

#### 1. Turbines:

There will be two Flygt size 7570 turbines running at 743 RPM.  
There will be one Rodney-Hunt horizontal Francis turbine.

#### 2. A hydraulic system will operate the cylinders which control flow of water through the two Flygt turbines.

The Rodney-Hunt unit is controlled by hydraulic governor.

### C. Electrical Components

#### 1. Generators:

There will be two Flygt 236 KW 480 volt three phase, 60 Hz  
PF = ? induction generators running at 743 RPM.  
There will be one 250 KW - 480 volt, three phase,  
60 Hz, PF = ?, induction generator running at ? RPM.

2. An automatic circuit breaker capable of carrying the full load output of the facility and of interrupting all fault currents shall be provided between the GSU and all other electrical components except the facility output metering CT's and VT's.

F 2

Delete per

PSNH letter

An automatic circuit breaker capable of carrying the full load output of each induction generator and of interrupting all fault currents shall be provided between each induction generator and the generator bus.

11/15/86

See R. J. J.

(Letter attached)

3. Contactors shall be provided to connect and disconnect each induction generator and each set of power factor correction capacitors from the respective automatic circuit breakers. The contactors shall be rated for not less than 480 VAC and sized to carry their respective full loads.
4. The generator step-up transformer (GSU) will be a 34.5 kV - 480 volt grounded wye-grounded wye bank sized for the facility output.
5. Power factor connection capacitors shall be provided for the induction units and shall be connected when the generator is on line. The capacitors shall be sized to provide unity power factor if the generator were running as a motor with no load.
6. A gang operated disconnect switch shall be installed between the 27X1 line and the GSU.
7. PSNH will install the appropriate fuses (cutouts). (See Section IV.C)

### III. PSNH REQUIREMENTS - GENERAL

#### A. Safety Considerations

1. The connection of the facility to the PSNH system must not compromise the safety of PSNH's customers, personnel, or the owner's personnel.
2. The generating facility must not have the capability of energizing a de-energized PSNH circuit.
3. An emergency shutdown switch with facility status indicator lights, and a disconnecting device with a visible open shall be made available for unrestricted use by PSNH personnel. The operation of the switch shall cause all of the facility's generation to be removed from service, and shall block all automatic startup of generation until the switch is reset. The status lights, mounted with the shutdown switch, shall be located outdoors at a position acceptable to PSNH operating division personnel. A red light shall indicate that the facility has generation connected to the PSNH system. A green light shall indicate that all generation is disconnected from the PSNH system. The lights shall be driven directly from

auxiliary switches located on the facility's generator circuit breaker(s). The disconnecting device with visible open shall be located between the PSNH system and the facility's generation.

4. The settings for all protective relays required by PSNH will be developed by PSNH at the Developer's expense.
5. A crew of PSNH relay technicians will apply settings to and verify the proper functioning of those protective systems required by PSNH. This work will be performed at the Developer's expense.
6. The generating facility has full responsibility for ensuring that the protective system and the associated devices are maintained in reliable operating condition. PSNH reserves the right to inspect and test all protective equipment at the interconnecting point whenever it is considered necessary. This inspection may include tripping of the breakers.
7. The short circuit interrupting device(s) must have sufficient interrupting capacity for all faults that might exist. The PSNH system impedance at the facility will be supplied on request.
8. All shunt-tripped short circuit interrupting devices applied to generators must be equipped with reliable power sources. A D.C. battery with associated charging facilities is considered a reliable source.
9. All synchronous generator facilities must be equipped with battery-tripped circuit breakers.
10. Any protection scheme utilizing AC control power must be designed in a fail-safe mode. That is, all protective components must utilize contacts which are closed during normal operating conditions, but which open during abnormal conditions or when control power is lost to de-energize the generator contactor coil. These schemes may be utilized only with non-latching contactors and may not be used with synchronous generators.
11. A complete set of AC and DC elementary diagrams showing the implementation of all systems required by PSNH must be supplied for PSNH review. These drawings should be supplied as soon as possible so that any non-conforming items may be corrected by the Developer without impacting the scheduled completion date of the facility.
12. All voltage transformers driving PSNH-required protection systems must be rated by the manufacturer as to accuracy class, and must be capable of driving their connected burdens with an error not exceeding 1.2 percent.

13. All current transformers driving PSNH-required protection systems must be rated by the manufacturer as to accuracy class and must be capable of driving their connected burdens with an error not exceeding 10 percent.
14. All PSNH-required protective relays, and any other relays which PSNH will be requested to test, must be equipped with test facilities which allow secondary quantity injection and output contact isolation.
15. It is not the policy of PSNH to maintain a stock of protective relays for resale to facility developers. Since many protective devices have delivery times of several months, Developers are strongly advised to order them as soon as possible after PSNH type-approval is received.
16. Protection of the generating facility equipment for problems and/or disturbances which might occur internal or external to the facility is the responsibility of the Developer.
17. No operation of the facility's generation is allowed until all requirements in Sections III and IV of this report have been met, and all systems required therein, are in place, calibrated, and, if applicable, proven functional. This requirement may be waived by PSNH for a given system if generation is required to demonstrate the proper functioning of that system.

B. Service Quality Considerations

1. The connection of the facility to the PSNH system must not reduce the quality of service currently existing on the PSNH system. Voltage fluctuations, flicker, and excessive voltage and current harmonic content are among the service quality considerations. Harmonic limitations should conform to the latest IEEE guidelines and/or ANSI standards.
2. In general, induction generators must be accelerated to "synchronous" speed prior to connection to the PSNH system to reduce the magnitude and duration of accelerating current and resulting voltage drop to PSNH customers to acceptable levels.
3. In general, synchronous generators may not use the "pull-in" method of synchronizing due to excessive voltage drops to PSNH customers.
4. Power factor correction capacitors may be required for some facilities either at the time of initial installation, or, at some later date. The installation will normally be done by the Developer at his expense.
5. Certain facilities having installed capacity similar in magnitude to connected circuit load may require that control modifications be made to tap changers in the electrical vicinity. Should they be necessary, the modification will be made at the Developers' expense.

6. Automatic reclosing of the PSNH circuit after a tripping operation may occur after an appropriate time delay. If voltage blocking of automatic reclosing is required, it will be added at the Developers' expense.

C. Metering Considerations

1. Except for metering and protection/control voltage sensing and generator and/or capacitor contactor supply voltage, no unmetered AC power shall be taken from the PSNH system.

IV. PSNH REQUIREMENTS - SPECIFIC

A. System Configuration and Protection

1. The facility must be arranged and equipped as per partial one line diagram SK-LTW-056-5.
2. The following protective functions must be supplied and connected to automatically trip each generator. These devices must be utility grade as approved by PSNH.

27 - Undervoltage Relay  
32 - Reverse Power Relay  
59 - Overvoltage Relay  
81L - Underfrequency Relay  
81H - Overfrequency Relay

3. The facility generator stepup transformer (GSU) must have a winding configuration of grounded wye-grounded wye.

B. System Metering

1. The facility must be equipped with the metering system as shown on partial one line diagram SK-LTW-056-5.
2. The metering must consist of the following components:

Item 1) 2 - General Electric type JVP-1 voltage transformers, ratio 300/120 volts, .6 kV class, catalog #761X30G8

Item 2) 3 - General Electric type JCP-O current transformers, ratio 800/5 amps, .6 kV class, catalog #750X33G316

Item 3) 1 - General Electric type VM-65-S polyphase watthour demand meter, with 60 minute M-60 demand register and auxiliary detent, catalog #700XO25G787 (see note #6)

Item 4) 1 - Anchor Electric 13 terminal transformer rated meter socket, catalog #TSS-13-2-PSHO

Item 5) 1 - Meter Devices 10 pole test switch, catalog #A-1898C

- Notes:
- 1) Substitutions for the above metering are acceptable, provided they are equivalent and advance approval is obtained from Public Service Company.
  - 2) Instrument transformers must be housed in a suitable electrical equipment enclosure.
  - 3) Developer is responsible for providing the metering equipment, physically mounting the equipment, installing necessary conduit, and wiring the primary side of the instrument transformers.
  - 4) Public Service Company will wire the metering secondaries, perform the initial meter test, verify the metering connections by vector analysis, and provide overall supervision of the metering installation, at the request of the developer.
  - 5) The GSU transformer losses will be estimated and subtracted from gross generation by meter calibration.
  - 6) Item 3 of the materials list is not suitable for Time-of-Use rates. If the developer elects Time-of-Use rates, a more sophisticated watt-hour meter with a solid state register is required. At the developer's request, T. P. Meissner would specify this special meter.
  - 7) Station service will be provided via a separate service and billed under our standard "G" rate. The metering associated with this service will be provided by Public Service Company.
  - 8) The metering equipment can be obtained from the vendors noted below.

METERING VENDORS LIST

Items 1, 2, and 3

General Electric Supply  
399 E. Industrial Park Drive  
Manchester, NH 03103

Item 4

Westinghouse Supply Company  
140 Hayward Street  
Manchester, New Hampshire 03104

Item 5

Alex Stohn Associates  
10 Industrial Park Road  
Hingham, Massachusetts 02043

C. Primary Interconnection

This facility will now connect to the PSNH system between PSNH pole 1/50 and the Developer's Pole P1 via an underground conduit across N.H. Rt. #49. The Developer will install two 4" diameter rigid steel conduits between PSNH Pole 1/50 and the Developer's Pole P/1. One 4" diameter rigid steel conduit will extend up both poles 10' from the sweep and one 4" diameter conduit will be capped on the 90 degree sweep at the base of the pole.

For this estimate PSNH will replace PSNH Pole 1/50, install the new crossarms, cutouts, underground conductor, insulators, make the terminations and install the lighting arresters on both poles (P-1 and 1/50). Labor only is included for removing and reattaching the existing materials on Pole 1/50 and TTR Testing the Developer's transformers.

The Developer is responsible for 1) obtaining the river crossing permits, 2) any right-of-way permits for this line, 3) design and construction to minimum 125 BIL of his transmission line from Pole P1 to his production facility, 4) obtaining all permits for the underground crossing of Route #49, 5) construction of the underground crossing between PSNH Pole 1/50 and Pole P1 after PSNH has set the new Pole 1/50, 6) any maintenance costs incurred by PSNH for the conductor and equipment between Pole 1/50 and P1, 7) installation of a pull string in the underground conduit, 8) sizing and procurement of his transformers, 9) after delivery of his transformers notification to PSNH Northern Division Electrical Supervisor to schedule an appointment for TTR testing, 10) notification on completion of his distribution line for PSNH to complete his interconnection, 11) notification to PSNH Northern Division Electrical Engineer prior to any generation into Public Service's system.

The Developer's fuses shall be on PSNH Pole 1/50. The Developer's Pole P1 shall have the underground terminations with lightning arresters, the gang-operated disconnect, and the emergency shut-down switch with red and green status indicator lights (visible from Route #49) mounted on it. Pole P1 must be grounded as well as a grounding mat installed for the gang-operated disconnect switch. The Developer must have the above material (excluding lightning arresters) installed on Pole P1 with a pull string in the conduit prior to PSNH making the final interconnection.

D. System Operation

The study indicates that there will be no restrictions on time of day operation or output level of the facility with the present 34.5 kV system configuration. If the regulators are put back in service at Compton S/S, reverse power detectors and associated controls may be required for the regulators. If required, the cost would be billed to the Developer.

V. PSNH PRICE ESTIMATES

The following estimates for labor, materials, and overheads are supplied as an aid to the Developer for financial planning purposes. Should the Developer elect to have PSNH perform any of the work described in the estimates, he will ultimately be billed for the full actual cost of any work performed.

Authorization for PSNH to perform any of the work or supply any of the equipment described below must be forwarded to the Supplemental Energy Sources Department along with a minimum payment covering 50% of the estimated labor and materials cost. PSNH will neither perform work nor order materials until this requirement has been met.

A. System Protection

1. Materials	SUBTOTAL	\$ 0.00
2. Engineering, develop relay settings specification review, elementary diagram review meetings, apply relay settings, verify relay operation, relay trip testing, overheads, expenses.		
	SUBTOTAL	\$3,450.00

B. Metering

Public Service Company will wire the metering secondaries, perform the initial meter test, verify the metering connection by vector analysis, and provide overall supervision of the metering installation, at the request of the developer. (See Section V.B.2 Note 4).

SUBTOTAL \$350.00

C. Primary Interconnection

Labor and Material

SUBTOTAL \$5,900.00

TOTAL (A + B + C) \$9,700.00

The developer should realize that these numbers are estimates. Any further changes by the developer should be reviewed as changes could invalidate this estimate.

VI. INTERCONNECTION EQUIPMENT OWNERSHIP, OPERATION, AND MAINTENANCE

A. Delivery Point

For the purpose of establishing ownership, operation, and maintenance responsibilities, the location of facility energy delivery to PSNH (the "Delivery Point") must be defined.

- B. The delivery point for this facility shall be defined as the point where the conductors from PSNH Pole 1/50 terminated on the gang-operated disconnect switch on Pole Pl.

VII. DRAWINGS

- A. Partial One Line Diagram (SK-LTW-056-5).

- B. Campton Dam #056 Interconnection (SK-LTW-056-A-1).

L. T. Ward  
November 5, 1985



Public Service of New Hampshire

RECEIVED

NOV 21 1985

RANSMEIER  
& SPELLMAN

November 15, 1985

Mr. John C. Ransmeier  
General Partner  
Mad River Power Associates  
1 Eagle Square  
P.O. Box 1378  
Concord, N.H. 03301

Subject: Campton Dam (#056), Campton, N.H.

Dear Mr. Ransmeier:

As agreed to during our meeting on November 12, 1985, the circuit breaker described in Section II.C.2. on page B-3 of the "Final Interconnection Report" is not required and may be deleted at this facility.

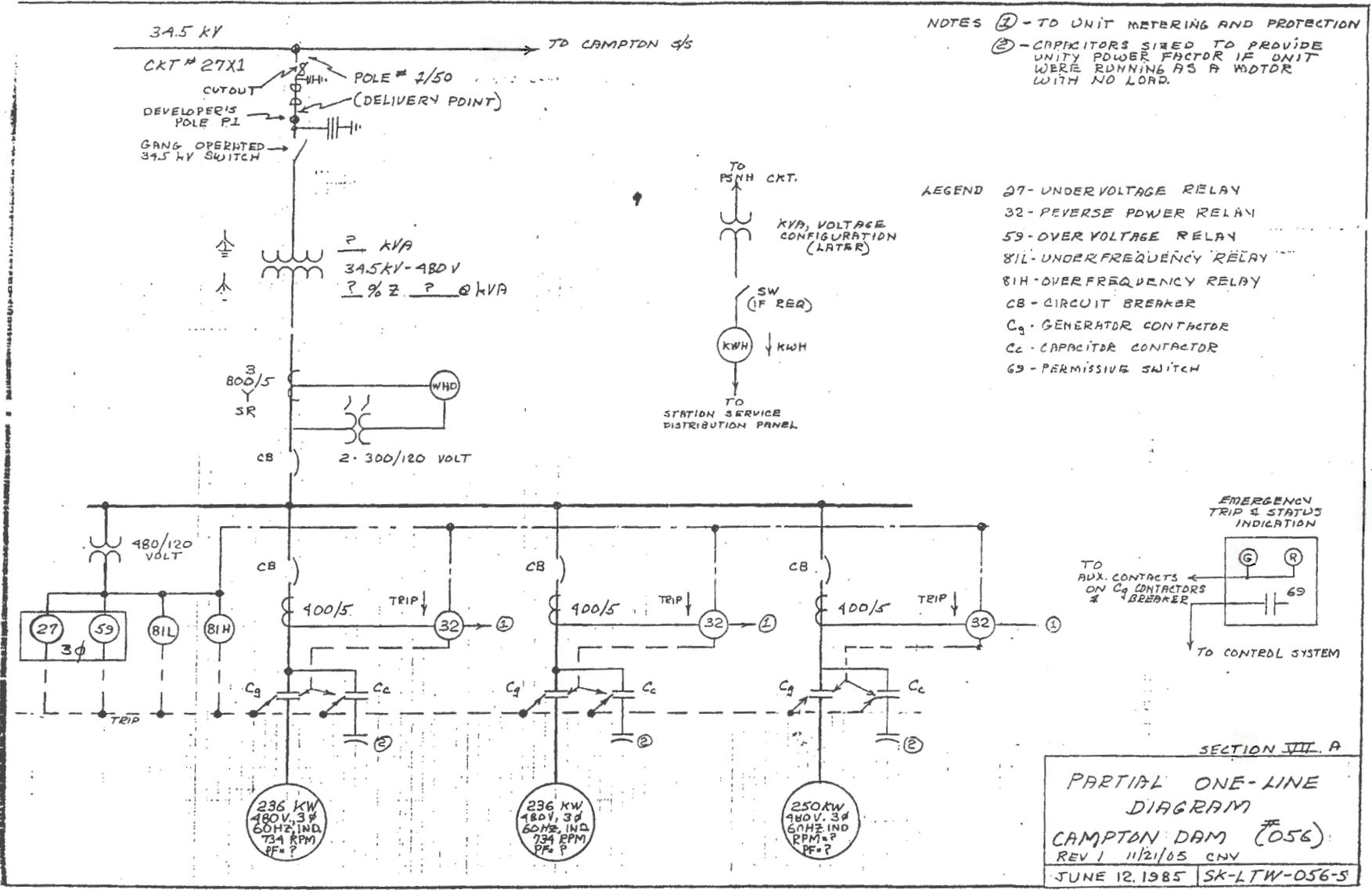
If there are any questions, please call me.

Very truly yours,

Lawrence T. Ward  
Senior Engineering Analyst

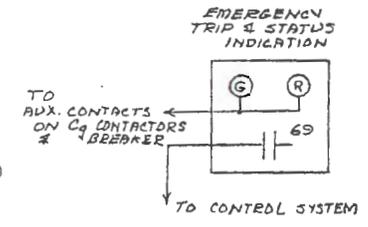
LITW/lg

cc: S. H. Davis  
R. E. Evans  
C. E. Gavin  
M. J. Hickey  
T. P. Meissner  
R. L. Morrow  
M. J. Smith  
Circulated Copy Routing  
E. G. Legacy  
D. J. MacDonald  
P. A. Magoun  
P. C. Martin



NOTES ① - TO UNIT METERING AND PROTECTION  
 ② - CAPACITORS SIZED TO PROVIDE UNITY POWER FACTOR IF UNIT WERE RUNNING AS A MOTOR WITH NO LOAD.

- LEGEND
- 27 - UNDERVOLTAGE RELAY
  - 32 - REVERSE POWER RELAY
  - 59 - OVERVOLTAGE RELAY
  - 81L - UNDERFREQUENCY RELAY
  - 81H - OVERFREQUENCY RELAY
  - CB - CIRCUIT BREAKER
  - Cg - GENERATOR CONTACTOR
  - Cc - CAPACITOR CONTACTOR
  - 69 - PERMISSIVE SWITCH



SECTION III. A

PARTIAL ONE-LINE DIAGRAM  
 CAMPTON DAM #056  
 REV 1 11/21/05 CNV  
 JUNE 12, 1985 SK-LTW-056-S

SK-LTW-056-R-1

34.5 KV - 27X1 CIRCUIT

POLE 1/49

REPLACE POLE 1/50

DEVELDPER'S FUSES

35 KV CABLE IN 4" RIGID STEEL CONDUIT UNDER RT 49

DELIVERY POINT

S&C SWITCH MOUNTED ON POLE P1

DEVELDPER'S POLE P1

FACILITY STATUS INDICATOR

SHUT DOWN SWITCH

MOUNTED ON POLE P1

LIGHTS VISIBLE

FROM RT. 49

TO FACILITY

