

DE12-198

HYDRO MANAGEMENT GROUP, LLC

C/O ESSEX HYDRO ASSOCIATES, LLC
55 UNION STREET, 4TH FL
BOSTON, MA 02108

TELEPHONE: +617-367-0032
E-MAIL: AL@ESSEXHYDRO.COM

July 09, 2012

Ms. Debra A. Howland
Executive Director and Secretary
State of New Hampshire
Public Utilities Commission
21 S. Fruit St, Suite 10
Concord, NH 03301-2429



Attn: Executive Director and Secretary Howland

Dear Ms. Howland,

Pursuant to New Hampshire Administrative Code Puc 2500 Rule, Puc 2505.02 Application Requirements Laws of 2012, Chapter 0272, please find included with this letter an application for the qualification of Bath Electric Power Company's Ammonoosuc River Dam Bath hydroelectric project as a New Hampshire Class IV RPS Resource.

An electronic copy of this application was emailed to you at executive.director@puc.nh.gov and Barbara Bernstein at barbara.bernstein@puc.nh.gov on Monday, July 9th and three hard copies were hand delivered to your attention at the New Hampshire PUC on Tuesday, July 10th, 2012.

Thank you in advance for review of this application and please contact me at 617-367-0032 or al@essexhydro.com with any questions

Sincerely,

Bath Electric Power Company
by Hydro Management Group, its agent
as aggregator

Andrew Locke
Vice President

NH PUC JUL 10 12 AM 8:13



State of New Hampshire
Public Utilities Commission

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



APPLICATION FORM FOR
**RENEWABLE ENERGY SOURCE ELIGIBILITY FOR CLASS IV
HYDRO SOURCES WITH A TOTAL NAMEPLATE CAPACITY OF ONE MEGAWATT OR LESS**

Pursuant to New Hampshire Administrative Code [Puc 2500](#) Rules, [Puc 2505.02](#) Application Requirements
Laws of 2012, Chapter 0272

- Please submit one (1) original and two (2) paper copies of the completed application and cover letter to:

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

- Send an electronic version of the completed application and the cover letter electronically to executive.director@puc.nh.gov.

The cover letter must include complete contact information and clearly state that the applicant is seeking certification as a Class IV source. Pursuant to Chapter 362-F:11 I, the Commission is required to render a decision on an application within 45 days upon receiving a completed application.

If you have any questions please contact Barbara Bernstein at (603)271-6011 or Barbara.Bernstein@puc.nh.gov.

Please provide the following:

1. Applicant Name: Hydro Management Group LLC as agent for Bath Electric Power Company

Mailing Address: c/o Essex Hydro Associates, L.L.C. 55 Union Street, 4th Floor

Town/City: Boston State: MA Zip Code: 02108

Primary Contact: Andrew Locke

Telephone: (617) 367-0032 Cell: (617) 367-0032

Email address: al@essexhydro.com

2. Facility Name: Ammonoosuc River Dam Hydroelectric Facility

(physical address) N/A

Town/City: Bath State: NH Zip Code: 03740

If the facility does not have a physical address, the Latitude 44° 9'59.93"N & Longitude 71°57'59.87"W

(To qualify the electrical production for RECs, the facility must be registered with the NEPOOL – GIS).
Contact information for the GIS administrator follows:

James Webb, Registry Administrator, APX Environmental Markets
224 Airport Parkway, Suite 600, San Jose, CA 95110
Office: 408.517.2174, jwebb@apx.com

3. The facility's ISO-New England asset identification number, if available. 824
4. The facility's GIS facility code, if available. MSS824
5. A description of the facility including the following:
 - 5.a. The gross nameplate capacity 0.400 MW
 - 5.b. The facility's initial commercial operation date 08/01/1928
 - 5.c. The date the facility began operation, if different than the operation date _____
 - 5.d. A complete description of the facility including related equipment

The Ammonoosuc River Dam Bath Hydroelectric Project ("the project") is located on the Ammonoosuc River in the town of Bath, New Hampshire approximately 4 miles above the confluence of the Ammonoosuc and the Connecticut Rivers.

The project is operated as a run-of-river facility. The Ammonoosuc River Dam is an existing concrete gravity overflow structure, constructed between three depressions in a ledge outcropping that form the bottom of the Ammonoosuc River channel at this location. The maximum height of the dam is 25 feet from the top of the gate operating platform to the lowest point of the ledge foundation of the overflow section yielding a head of 16.5 feet. The overall length of the dam is 365 feet between abutments. The total length of the manmade structure is about 273 feet. Located at the left abutment (looking downstream) is the intake structure for a 26 feet wide by 9 feet high concrete penstock. Flow through the penstock is controlled by three 5.6' x 7.3' penstock gates with lifting mechanisms and a bar rack. Located immediately to the right of the penstock gates in a waste gate opening which is also 5.6 feet wide x 7.3 feet high. The capacity of the penstock gates with the surface of the water at the top of the dam is 900cfs plus 300cfs for the waste gate. The impoundment pool behind the dam is normally .63 miles in length with a surface area of about 24 acres. The maximum storage capacity with water at the top of the dam is 280 acre-feet. The total project discharge capacity with water at the top of the dam is estimated at 17,500 cfs. The penstock flows under a 90 foot by 60 foot concrete and brick structure containing the generator, control panel and maintenance area. Generation equipment includes a 42 inch S. Morgan Smith turbine driving a 405 kW General Electric Generator.

The project utilizes a previously existing impoundment and the plant is unmanned, but operation is monitored on a 24/7 basis.

6. A copy of all necessary state and federal (FERC) regulatory approvals as **Attachment A**.
7. A copy of the title page of the Interconnection Agreement between the applicant and the distribution utility, the page(s) that identifies the nameplate capacity of the facility and the signature pages. *Please provide this information as Attachment B.*
8. A description of how the generation facility is connected to the distribution utility.

The Ammonoosuc River Dam Bath 405 kW hydroelectric generating facility is interconnected with the electric system of Public Service Company of New Hampshire ("PSNH") at the Interconnection Point designated as Line 54, Pole 20-1 in the town of Bath, New Hampshire in accordance with applicable New Hampshire Public Utilities Commission ("NHPUC") Orders and federal law. The delivery point is that point at which the facility interconnects with the 12.47 KV electric system of PSNH. All electric energy delivered to PSNH's system from the facility is 12.47 KV, three phase, sixty hertz.

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 Franklin Falls Facility with the PSNH electrical system, including Pool Transmission Facilities ("PTF") as defined by NEPOOL, and non-PTF.

9. A statement as to whether the facility has been certified under another non-federal jurisdiction's renewable portfolio standard and proof thereof.

The Ammonoosuc River Dam Bath Hydroelectric Facility is currently qualified as a Rhode Island Existing RPS Resource by the State of Rhode Island and Providence Plantations Public Utilities Commission as of Order dated February 1, 2012. (see Appendix C-1)

The Ammonoosuc River Dam Bath Hydroelectric Facility self-certified with the NEPOOL GIS as a Maine RPS Class II Resource. (see Attachment C-2)

10. A statement as to whether the facility's output has been verified by ISO-New England.

The facility's output is verified by ISO-New England who is responsible for reporting the Facility's generation to the NEPOOL GIS.

11. An affidavit by the applicant attesting that the contents of the application are accurate. *Use either the Affidavit at the bottom of this page, or provide a separate document as Attachment C.*
12. The name and telephone number of the facility's operator, **if different from the owner**.

Facility Operator Name: Ryan Vizena, Bath Electric Power Company

Phone: (603) 747-2315

13. Other pertinent information that you wish to include to assist in classification of the facility provide as **Attachment D**.

| CHECK LIST: The following has been included to complete the application: | YES |
|---|-----|
| • All contact information requested in the application. | X |
| • A copy of all necessary state and federal (FERC) regulatory approvals as Attachment A . | X |
| • A copy of the title page of the Interconnection Agreement between the applicant and the distribution utility, the page(s) that identifies the nameplate capacity of the facility and the signature pages as Attachment B . | X |
| • A signed and notarized attestation or Attachment C . | X |
| • A GIS number has been provided or has been requested. | X |
| • Other pertinent information has been provided (if necessary) as Attachment D . | N/A |
| • This document has been printed and notarized. | X |
| • The original and two copies are included in the packet mailed to Debra Howland, Executive Director of the PUC. | X |
| • An electronic version of the completed application has been sent to executive.director@puc.nh.gov . | X |

AFFIDAVIT

The Undersigned applicant declares under penalty of perjury that contents of this application are accurate.

Applicant's Signature  Date 7/9/2022

Subscribed and sworn before me this _____ Day of _____ (month) in the year

County of _____ State of _____

Notary Public/Justice of the Peace

My Commission Expires _____

Attachment A

**Ammonoosuc River Dam Bath Hydroelectric Project
(MSS824)**

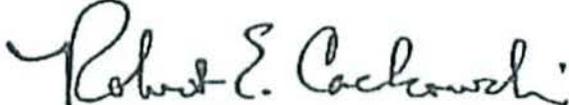
**NOTICE OF EXEMPTION FROM LICENSING (FERC No. 4609)
dtd October 28, 1981**

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

New Hampshire Wood Products Company) Project 4609-000

NOTICE OF APPROVAL BY OPERATION OF LAW

Take notice that the Director, Office of Electric Power Regulation, the Commission's Delegatee on this matter, pursuant to Section 375.308 of the Commission's regulations, took no action on the application for an exemption from licensing of a small hydroelectric project of 5 Megawatts or less for the Ammonoosuc River Dam Project No. 4609, filed on April 30, 1981, by the New Hampshire Wood Products Company. The project is described in the attached notice. Accordingly, the exemption is deemed granted by operation of law on October 28, 1981, under Section 4.105(b)(4) of the Commission's regulations [18 C.F.R. 4.105(b)(4)], subject to the standard terms and conditions set forth in Section 4.106 of the Commission's regulations [18 C.F.R. 4.106].


for William W. Lindsay
Director, Office of Electric
Power Regulation

Attachment B

**Ammonoosuc River Dam Bath Hydroelectric Project
(MSS824)**

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

dtd January 1, 2008



**Public Service
of New Hampshire**

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

December 5, 2007

Mr. Charles M. Diamond
Bath Electric Power Company
7 West Bath Road
Bath, New Hampshire

Subject: Bath Hydro (#631)
Power Purchase Agreement

Dear Mr. Diamond:

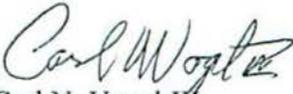
This letter documents our understanding of what features you plan to utilize that are in the Operating Agreement between PSNH and Bath Electric Power Company.

Bath Hydro will sell all of its net energy output and recognized capacity to PSNH beginning on January 1, 2008. This sale and purchase will be in accordance with the pricing features of the Operating Agreement and rules of ISO. If a change is made to sell to another party, the effective date of the end of the PSNH purchase will be midnight on the last day of a month and the sale to the third party will be on the first day of the following month, provided sufficient filing time is made available to allow ISO to make a timely change.

PSNH will represent the facility in any dealings with ISO and will act as the lead participant. It is Bath Hydro's responsibility to notify PSNH of its intentions regarding any ISO action and PSNH will act in good faith to complete any required filings to ISO. ISO business practices are still evolving, and rules are still being issued, updated or changed. PSNH does not deal in ISO issues on a frequent basis; therefore, Bath Hydro shall become familiar with all of ISO applicable requirements and provide PSNH with directions on how to accomplish the desired filings should guidance be necessary.

If you are in agreement with this understanding, please acknowledge by signing below and returning one original of the letter to this office.

Sincerely,


Carl N. Vogel III
Manager, Supplemental Energy Sources

Agreed to by: 

Title: OWNER

Date: DEC. 12, 2007

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

AGREEMENT, dated January 1, 2008 by and between Bath Electric Power Company (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 405 kW electric generating facility (the "Facility"), (SESD # 631) located on the Ammonoosuc River in Bath, 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 has certified 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 12.47 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 12.47 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"), which is or will be attached upon mutual agreement 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 "LLAF"). The initial LLAF for the Facility is 1.0077. 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 by multiplying the LLAF times the kilowatt output. 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 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 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 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 interconnection, protection, metering, and control equipment as previously required to ensure the continued safe and reliable operation of the Facility in parallel with the PSNH system. The Interconnector assumed responsibility for all study costs associated with the development of an updated interconnection Report, and those costs associated with the equipment and its installation, required by the Report. The updated Report may require additional studies be performed, and additional or different interconnection facilities, system upgrades or protection systems to be 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 January 1, 2008. 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 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 \$1,000,000 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, 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. 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:

Attn.:
Charles M. Diamond
Bath Electric Power Company
7 West Bath Road
Bath, NH 03740

Telephone No. (603) 747-2200
email: cd@fsinh.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: sesd@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.

Bath Electric Power Company

By: Charles W. Dizon

Title: Owner
Duly Authorized

Public Service Company of New Hampshire

By: John M. MacDonald

Title: Vice President - Energy Delivery & Generation
Duly Authorized

Attachment C-1

**Ammonoosuc River Dam Bath Hydroelectric Project
(MSS824)**

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS PUBLIC
UTILITIES COMMISSION ORDER RE: APPLICATION DOCKET NO. 4303
FOR STANDARD CERTIFICATION AS ELIGIBLE RENEWABLE ENERGY
RESOURCE
dtd February 1, 2012**

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

IN RE: APPLICATION FOR STANDARD CERTIFICATION DOCKET NO. 4303
AS ELIGIBLE RENEWABLE ENERGY RESOURCE
FILED BY ESSEX HYDRO ASSOCIATES, LLC – BATH ELECTRIC HYDRO

ORDER

WHEREAS, Effective January 1, 2006, the Rhode Island Public Utilities Commission ("Commission") adopted Rules and Regulations Governing the Implementation of a Renewable Energy Standard (RES Regulations) including requirements for applicants seeking certification as an Eligible Renewable Energy Resource under the RES Regulations¹ pursuant to the Renewable Energy Act, Section 39-26-1 et. seq. of the General Laws of Rhode Island; and

WHEREAS, On December 20, 2011, Essex Hydro Associates, LLC ("Company", Authorized Representative: Stephen J. Hickey, Coordinator of Environmental Attributes, (617) 367-0032, SJH@EssexHydro.com, 55 Union St. 4th Floor, Boston, MA, 02108) filed with the Commission an application seeking certification for its Bath Electric Hydro Generation Unit, a 0.4 MW Small Hydro energy Generation Unit located in Bath, NH, as an eligible Existing Renewable Energy Resource under the State of Rhode Island RES Regulations; and

WHEREAS, Pursuant to Section 6.0 and other relevant Sections of the RES Regulations, a thirty (30) day period for public comment was provided during which time no comments were received, and

¹ State of Rhode Island and Providence Plantations Public Utilities Commission Rules and Regulations Governing the Implementation of a Renewable Energy Standard – Date of Public Notice: September 23, 2005, Date of Public Hearing: October 12, 2005, Effective Date: January 1, 2006.

WHEREAS, After examination, the Commission is of the opinion that the application is proper, reasonable and in compliance with the RES Regulations, and hereby grants the Company certification as an eligible renewable energy resource pursuant to the Renewable Energy Act, Section 39-26-1 et. seq. of the General Laws of Rhode Island; and

WHEREAS, The Commission's determination in this docket is based on the information submitted by the Company, and the Commission may reverse its ruling or revoke the Applicant's certification if any material information provided by the Applicant proves to be false or misleading.

Accordingly, it is

(20635) ORDERED:

1) That the Bath Electric Hydro Generation Unit, meets the requirements for eligibility as an Existing, Small Hydro Renewable Energy Resource with its 0.4 MW, Grid-Connected Generation Unit having a Commercial Operation Date of August 1, 1928 and located within the NEPOOL Control Area in Bath, NH.

2) That the Generation Unit's NEPOOL-GIS Identification Number is MSS824.

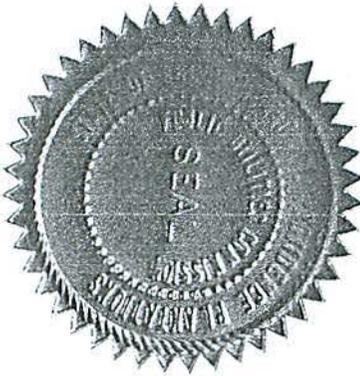
3) That the Company's Generation Unit as identified above is hereby assigned unique certification number RI-4303-E12.

4) That, although the Commission will rely upon the NEPOOL GIS for verification of production of energy from the Company's Generation Unit certified as eligible in this Order, the Company will provide information and access as necessary to the Commission, or persons acting at its behest, to conduct audits or site visits to assist in verification of continued eligibility for and compliance with RI RES Certification at any

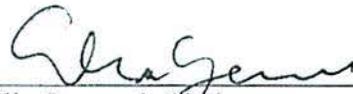
time at the Commission's discretion.

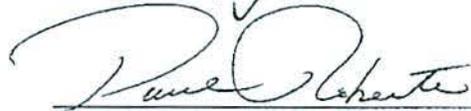
6) That the Company shall notify the Commission in the event of a change in the facility's eligibility status.

DATED AND EFFECTIVE AT WARWICK, RHODE ISLAND ON
FEBRUARY 1, 2012 PURSUANT TO AN OPEN MEETING DECISION. WRITTEN
ORDER ISSUED FEBRUARY 2, 2012.



PUBLIC UTILITIES COMMISSION


Elia Germani, Chairman


Paul J. Roberti, Commissioner


Mary E. Bray, Commissioner

Attachment C-2

**Ammonoosuc River Dam Bath Hydroelectric Project
(MSS824)**

**EVIDENCE OF CURRENT QUALIFICATION BY THE NEPOOL GIS AS A
MAINE RPS CLASS II RESOURCE**

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Generator Information

NEPOOL Generator: Yes

MSS Unit ID: 824

Plant Name: UNDER5MW

Unit Name: * BATH ELECTRIC HYDI

Status: Approved

Name Plate Capacity: * 0.400 (MW)

Location of generating unit: * New England (ISO New England Control Area)

City: * Bath

State: * NEW HAMPSHIRE

Labor Characteristics

Majority of employees operating at generation plant are employed under collective bargaining agreement: (check for yes)

If generating plant experienced a labor dispute in the most recent calendar year, replacement workers were used: (check for yes)

Vintage

Vintage (month and year of commercial operation): * 08/1928 (format: MM/YYYY)

Repowering/derate date: (format: MM/YYYY)

Capacity addition/subtraction: (MW)

Refurbishment date: (format: MM/YYYY) (Relevant to Maine RPS)

Date Operation Recommended after at Least Two Years of Not Operating: (format: MM/YYYY) (Relevant to Maine RPS)

Date recognized by System Operators as capacity resource after not being recognized as a: (format: MM/YYYY) (Relevant to Maine RPS)

capacity resource for at least two years:

FERC hydroelectric license relicensing date: (format: MM/YYYY)

Emissions Reporting

CEM Reporting: (check for yes)

Ability to Cogenerate Electricity and Steam: (check for yes)

ORIS PL: (1 - 6 numeric characters)

Emissions Unit ID(s): (1 - 6 alphanumeric characters, separate multiple ids with semicolons)

Peer unit name and address (if not reporting actual generator emissions):

Single Fuel Multi Fuel

Fuel Type: * Hydroelectric/Hydropower

* Required Field

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Bath Electric Power Company LLC - BATH

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Generator Information

Hydroelectric/Hydropower

Fuel Type Attributes:

(select all that apply)

- Hydro-small (30 MW or less) - Automatically qualifies as Connecticut CEO-eligible

Connecticut

Class I Renewable Energy Source:

(check for yes) -- If yes Reveal Output to Regulators must be checked

Class II Renewable Energy Source:

(check for yes) -- If yes Reveal Output to Regulators must be checked

Class III Portfolio Standard:

No -- If yes Reveal Output to Regulators must be checked

State Certification Number:

Date of Eligibility:

(format: MM/YYYY)

CT CEO Eligible:

(check for yes)

R-O-R Hydro: Percentage Qualifying as Class I:

Massachusetts

RPS Class I Renewable Generation Unit:

(check for yes)

Percentage of Generation Qualifying as RPS Class I: **

Solar Carve-Out Unit:

(check for yes)

RPS Class II Renewable Generation Unit:

(check for yes)

Percentage of Generation Qualifying as RPS Class II: **

RPS Class II Waste Energy Generation Unit:

(check for yes)

APS Alternative Generation Unit:

(check for yes)

Generation level per year or Energy imported per year above which qualifies as RPS New Renewable Resource:

(MWh)

RPS Statement Of Qualification Number:

(format: AB1234YY)

Eligible MA Renewable for NOx

allowances claims from Public Benefit set-a-side: (check for yes)

MA Renewable NOx State Certification Number:

Maine

Class I New Renewable Energy Resource Qualification: (check for yes)

Class II Eligible Resource: (check for yes)

Community Based Renewable Energy: (check for yes)

Eligible for C02 Netting: (check for yes)

State Certification Number:

Date of Eligibility: (format: MM/YYYY)

Rhode Island - Existing Renewable Energy Resource

Existing Renewable Energy Resource: (check for yes)

Generation level per year above which qualifies as an Existing Renewable Energy Resource:

State Certification Number: RI-4303-E12

Date of Eligibility: 02/2012 (format: MM/YYYY)

Percentage of average annual production meeting the requirements for eligibility as an Existing Renewable Energy Resource: ** 100

Rhode Island - New Renewable Energy Resource

New Renewable Energy Resource: (check for yes)

Generation level per year above which qualifies as a New Renewable Energy Resource:

State Certification Number:

Date of Eligibility: (format: MM/YYYY)

Percentage of average annual production attributable to the efficiency improvements of additions of capacity placed in service after Dec 31, 1997: **

New Hampshire

Class I Source: (check for yes)

Average annual electric production (in MWh) from a facility other than hydroelectric from 2004 through 2006, or for the first 36 months after commercial (MWh)

operation if that date is after December 31, 2001:

Average annual production (in MWh) of a hydroelectric facility from the later of January 1, 1986 or the date of first commercial operation through December 31, 2005 (if such a facility was upgraded or expanded during this baseline period, actual generation should be adjusted to estimate the average annual production that would have occurred had the upgrade or expansion been in place for this entire period):

(MWh)

Class II Source: (check for yes)

Class III Source: (check for yes)

Class IV Source: (check for yes)

State Certification Number:

Date of Eligibility: (format: MM/YYYY)

Green-E Certification

Green-E Eligible: (check for yes)

Green-E Fuel Type:

Low Impact Hydro Institute Certification

Low Impact Hydro Institute Eligible: (check for yes)

Reveal Output to Regulators: (check for yes)

* Required Field ** For Existing Renewable Energy Resource + New Renewable Energy Resource, then total percentage must = 100% or leave both blank

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