

DE12-201

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 Franklin Falls Hydroelectric Corporation's Salmon Brook Station 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,

Franklin Falls Hydroelectric Corporation
by Hydro Management Group, its agent
as aggregator


Andrew Locke
Vice President

NHPUC JUL10'12 AM 8:12



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 Franklin Falls Hydroelectric Corporation

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: Salmon Brook Station Hydroelectric Facility

(physical address) N/A

Town/City: Franklin State: NH Zip Code: 03235

If the facility does not have a physical address, the Latitude 43°29'9.81"N & Longitude 71°39'11.85"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. 928
4. The facility's GIS facility code, if available. MSS928
5. A description of the facility including the following:
 - 5.a. The gross nameplate capacity 0.250MW
 - 5.b. The facility's initial commercial operation date 12/1/1985
 - 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 Salmon Brook Station Hydroelectric Project ("the project") is located on the Salmon Brook in the City of Franklin, New Hampshire. Residential and undeveloped lands are found in the project area. Some of the undeveloped land primarily on the east side of the river, close as it is to low-density residential use, provides some wildlife habitat. Undeveloped lands include a number of wooded areas some of which are seasonally flooded. The project is located in the Merrimack River Basin approximately 1000 feet above the confluence of the Salmon Brook and the Pemigewasset Rivers.

The project is operated as a run-of-river facility. The project is required to maintain a continuous minimum flow of 12 cubic feet per second (ABF .5 cfs) or the inflow to the reservoir, whichever is less. Project works consist of: (a) a reservoir with an 8.4-acre surface area, and a useable storage capacity of 32 acre-feet; (b) a 245 foot earth embankment dam with a 70 foot wide stone masonry spillway with a permanent crest 18 feet above the streambed downriver; (c) a concrete powerhouse containing three 125 kW Essex turbines and an installed capacity of 375 kW; (f) a tailrace excavated in rock, 700 feet long; (g) transmission equipment and electrical facilities consisting of (1) generator leads; (2) one 4.16/34.5 kV, 7.5 MVA step-up transformer; (3) 200 feet of 34.5-kV line and facilities necessary to connect the project to Public Service Company of New Hampshire's system; and (4) appurtenant facilities. A concrete powerhouse is constructed to bedrock on the same alignment as the centerline of the river profile. The overall length of the powerhouse is 97.5 feet and the width perpendicular to the profile is 35 feet. Upstream and downstream sides of the access area are contained by concrete retaining walls to bedrock.

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 Salmon Brook Station 250 kW hydroelectric generating facility is interconnected with the electric system of Public Service Company of New Hampshire ("PSNH") 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 34.5 KV electric system of PSNH. All electric energy delivered to PSNH's system from the facility is 34.5 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 Salmon Brook Station Hydroelectric Facility is currently qualified as a Maine Class II RPS resource. (see Appendix C)

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: Alan Larter, Treasurer, Franklin Falls Hydroelectric Corporation

Phone: (603) 934-3660

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 7/9/2012

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

**Salmon Brook Hydroelectric Project
(MSS928)**

**NOTICE OF EXEMPTION FROM LICENSING (FERC No. 7248)
dtd May 16, 1983**

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Franklin Falls Hydro Electric Corporation)

Project No. 7248-000

NOTICE OF EXEMPTION FROM LICENSING

(Issued May 16, 1983)

A notice of exemption from licensing of a small hydroelectric project known as Giles Pond, Project No. 7248 was filed on April 28, 1983, by Franklin Falls Hydro Electric Corporation. The proposed hydroelectric project would have an installed capacity of 200 kW and would be located on Salmon Brook in the City of Franklin, Merrimack County, New Hampshire.

Pursuant to Sections 4.109(c) and 375.308(ss) of the Commission's regulations, and subject to the terms and conditions set forth in Section 4.111 of the Commission's regulations, the Director, Office of Electric Power Regulation, issues this notification that the above project is exempted from licensing as of May 28, 1983.



Lawrence R. Anderson
Director, Office of Electric
Power Regulation

8305180073

DC-A-24

FRC REGISTERED
MAY 16 1983

Franklin Falls Hydro Electric Corporation

P.O. Box 206

Station Telephone
603-934-8660

Franklin, New Hampshire 03235

Business Telephone
647-455-5479

P-7248-000

BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

RECEIVED
FEDERAL ENERGY REGULATORY COMMISSION
APR 28 1983

NOTICE OF EXEMPTION OF
SMALL HYDROELECTRIC POWER PROJECT
FROM LICENSING

GILES POND HYDROELECTRIC PROJECT
FRANKLIN, NEW HAMPSHIRE

25 APRIL 1983

8305040451

[Handwritten signature]

FERC - DOCUMENT
APR 28 1983

New Hampshire's Finest Independent producer of pure kilowatt hours from fresh lake water.
"John Pillsbury"

BEFORE THE FEDERAL ENERGY REGULATORY COMMISSION
NOTICE OF EXEMPTION OF
SMALL HYDROELECTRIC POWER PROJECT
FROM LICENSING

1) Franklin Falls Hydro Electric Corporation notifies the Federal Energy Regulatory Commission that the Giles Pond Hydroelectric Project, a small hydroelectric power project as defined in 18 CFR, Section 4.102, is exempt from licensing under terms of 18 CFR, Section 4.109 through Section 4.111.

2) The location of the project is:

State	<u>New Hampshire</u>
County	<u>Merrimack</u>
City	<u>Franklin</u>
River	<u>Salmon Brook</u>
River Basin	<u>Merrimack</u>

3) The exact name, business address, and telephone number of the filing party are:

Franklin Falls Hydro Electric Corporation
Box 216
Franklin, New Hampshire 03235

603-934-3660

4) The project includes the following features:

1) Dam: The Giles Pond Dam is identified as No. 87.17 in the New Hampshire Water Resources Board Files; the exact age of the dam is unknown. Giles Pond Dam is an earth embankment structure with a stone masonry spillway. The overall length of the dam is 245 feet. Located near the right abutment of the dam is the principal spillway which is about 70 feet wide. It consists of stone and concrete masonry built on ledge with a permanent crest about 18 feet above the streambed, downriver. Giles Pond Dam is located in Franklin, New Hampshire, off New Hampton Road (Route 127). The surface storage area is approximately 43 acres with an estimated maximum storage capacity of

360 acre feet. The spillway is only in fair condition, and will require repair of leakage and some reconstruction.

ii) Powerplants: There is no existing powerplant. A stream diversion of less than 300 feet is planned which will result in a hydraulic head of about 60 feet.

Proposed Powerplant:

Leffel (21 inch wheel) 200 KW

Estimated Annual Production:

1,200,000 KWH

iii) Average Stream Flow: The average stream flow is estimated to be 30 cfs.

b) It is certified that the small hydroelectric power project conforms to the specifications set forth in Section 4.109(a) of the Commission's regulations, and that Franklin Falls Hydro Electric Corporation has complied with Section 4.112(b) of the Commission's regulations including the following:

1) The New Hampshire Water Resources Board and the New Hampshire Water Supply and Pollution Control Commission have certified that the construction, operation, and maintenance of the project will not cause a violation of any applicable water quality standards.

ii) The New Hampshire Fish and Game Department and the U.S. Fish and Wildlife Service, Concord, N.H. office, have certified that there is not a significant population of migratory fish existing at any project dam. However, Franklin Falls Hydro Electric Corporation agrees to the following two conditions:

a) The Exemptee shall provide fish-passage facilities at this project when so prescribed by the U.S. Fish and Wildlife Service.

b) The exemptee shall discharge from the project an instantaneous flow of at least 12 cfs or inflow to the project area, whichever is less.

iii) The State Historic Preservation Officer

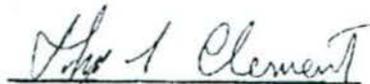
has certified that the proposed small hydroelectric power project does not entail any construction that would adversely affect any site included in or eligible for inclusion in the National Register of Historic Places.

iv) The U.S. Fish and Wildlife Service, Concord, N.H. office, has certified that the proposed small hydroelectric power project does not entail construction or operations that would adversely affect any threatened or endangered species or critical habitat listed or designated in the regulations of the U.S. Fish and Wildlife Service of the Department of the Interior or the National Marine Fisheries Service of the Department of Commerce.

v) The U.S. Fish and Wildlife Service, Concord, N.H. office, and the New Hampshire Fish and Game Department have not prescribed migratory fish restoration measures as a condition of the exemption. However, they reserve the right to prescribe such measures in the future.

6) Hydroelectric Realty Corp., d/b/a Franklin Falls Hydro Electric Corporation, is an association of citizens of the United States, incorporated under the laws of the State of New Hampshire, and is the project owner.

SUBSCRIPTION



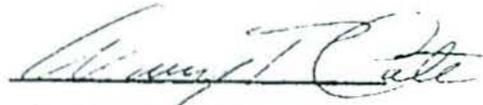
John S. Clement
President
Franklin Falls Hydro
Electric Corp.

VERIFICATION

STATE OF NEW HAMPSHIRE
FRANKLIN, SS.

Personally appeared John S. Clement, President, Franklin Falls Hydro Electric Corporation, being first duly sworn, deposed, and stated that he is the President of Franklin Falls Hydro Electric Corporation, that the foregoing Notice of Exemption from Licensing be his free act and deed in his said capacity and the free act and deed of Franklin Falls Hydro Electric Corporation, that he has read the foregoing Notice of Exemption from Licensing and knows the contents therein; that the same be true to the best of his knowledge and belief; that he is a citizen of the United States; and that Franklin Falls Hydro Electric Corporation is a corporation organized and in good standing under the Laws of the State of New Hampshire.

Subscribed and sworn to before me,



Justice of the Peace

22 April 1983

CERTIFICATE OF SERVICE

I hereby certify that I have this day served, by certified U.S. Mail, the foregoing document upon the following:

- 1.) U.S. Fish and Wildlife Service, P.O. Box 1518, Concord, New Hampshire 03301;
- 2.) New Hampshire Fish and Game Department, P.O. Box 2003, 34 Bridge St., Concord, New Hampshire 03301.
- 3.) New Hampshire Historical Preservation Officer, Department of Resources and Economic Development, Historic Preservation Office, P.O. Box 856, Concord, New Hampshire 03301;
- 4.) New Hampshire Water Supply and Pollution Control Commission, Hazen Drive, P.O. Box 95, Concord, New Hampshire 03301;
- 5.) New Hampshire Water Resources Board, 37 Pleasant St., Concord, New Hampshire 03301;
- 6.) New Hampshire Wetlands Board, 37 Pleasant St., Concord, New Hampshire 03301;

in accordance with the requirements of section 1.17 of the Rules of Practice and Procedure.

Dated at Franklin Falls Hydro Electric Corporation,

Franklin, New Hampshire, this 25TH day of April
1983

John S. Clement

John S. Clement
President
Franklin Falls Hydro Electric
Corporation



State of New Hampshire

WATER RESOURCES BOARD

37 Pleasant Street
Concord, N.H. 03301

TELEPHONE 271-1406

April 16, 1982

John S. Clement, President
Franklin Falls Hydro Electric Corp.
P.O. Box 216
Franklin, New Hampshire 03235

Dear Mr. Clement:

This is in reply to your letter dated April 12, 1982 relative to the repairs to the dam (No. 87.17) at the outlet of Giles Pond in Franklin.

The repairs as outlined in your letter are approved. Prior to any dewatering of the site, you should notify the New Hampshire Fish and Game Department of your plans and inform any shoreline property owners of your intent to lower Giles Pond.

Wetlands Board forms are enclosed to be completed and returned to this office for processing prior to any work undertaken in the waters of the state.

The Water Resources Board has no objection regarding your filing an application to the Federal Energy Regulatory Commission for an exemption from licensing under Order 202.

Sincerely,

Delbert F. Downing
Chairman

DFD/dmr/mad

Enclosure

The State of New Hampshire

COMMISSIONERS

J. WILLCOX BROWN, Chairman
BRUCE A. HOMER, P.E., Vice Chairman
CHARLES F. BARRY
JOHN C. COLLINS, P.E.
PAUL T. DOHERTY
DELBERT F. DOWNING
RUSSELL DUMAIS
HERBERT A. FINCHER
RICHARD M. FLYNN
JAMES J. PAGE
WAYNE L. PATENAUDE
RONALD F. POLTAK
WILLIAM T. WALLACE, M.D., M.P.H.



Water Supply and Pollution Control Commission

Hazen Drive — P.O. Box 95

Concord, N.H. 03301

April 12, 1983

STAFF

WILLIAM A. HEALY, P.E.
Executive Director

DANIEL COLLINS, P.E.
Deputy Executive Director and
Chief Engineer

RECEIVED
17 APR 20 10 14 AM '83
REGISTRATION DIVISION

Ms. Kathleen M. Goodrich
Department of the Army
New England Division
Corps of Engineers
424 Trapelo Road
Waltham, Massachusetts 02254

Attention: NEDOD

Subject: REQUEST BY FRANKLIN FALLS HYDRO ELECTRIC CORPORATION FOR F.E.R.C.
CATEGORICAL EXEMPTION FROM LICENSING FOR THE FRANKLIN FALLS
HYDROELECTRIC STATION, GILES POND DAM, FRANKLIN, NEW HAMPSHIRE

Dear Ms. Goodrich:

This will certify that this agency has no objection to the granting of the petitioner's exemption; and that, on review of the subject request, the Commission has determined that the project described in the request will be in conformance with applicable New Hampshire laws and that, to the best of its knowledge, no federal limitation applicable to the proposed project has been established under sections 301(b), 302, 303, 306, or 307 of the Federal Water Pollution Control Act (P.L. 92-500), as amended to date. This certification is furnished pursuant to sections 401(a)(1) and 401(d) of the Act, and included herewith and made a part hereof are state permits issued pursuant to NHRSA 149:8-a (supp) and NHRSA 483-A (supp).

Very truly yours,

Ronald E. Towne
Ronald E. Towne
Chief Aquatic Biologist

RET/csc
Enclosures

cc: Mr. Russell A. Nylander, P.E., WS&PCC
Mr. Stephen H. Roberts, P.E., WS&PCC
Franklin Falls Hydroelectric Corporation, Attn: John S. Clement
Mr. W.J. Naulty



United States Department of the Interior

FISH AND WILDLIFE SERVICE
ECOLOGICAL SERVICES
P.O. BOX 1518
CONCORD, NEW HAMPSHIRE 03301

RECEIVED
173 APR 20 11:11:46
FEDERAL ENERGY
REGULATION COMMISSION

Mr. John S. Clement, President
Franklin Falls Hydro Electric Corporation
P.O. Box 216
Franklin, New Hampshire 03235

APR 4 1983

Dear Mr. Clement:

This is in response to your March 3, 1983, letter regarding a categorical exemption from licensing for the Giles Pond hydroelectric project, located on Salmon Brook in Franklin, New Hampshire. As previously proposed in your April 13, 1982, letter, this project was ineligible for a categorical exemption due to a stream diversion which exceeded 300 feet. However, you have now indicated that any diversion of flow will be less than 300 feet. This should make the project eligible, provided that the other conditions in Section 4.109(a) of FERC Order No. 202 covering categorical exemptions are met.

The FERC regulations on categorical exemptions require that you obtain two certifications from us. These relate to the presence of significant populations of migratory fish at the project and to impacts on Federally designated endangered and threatened species and their critical habitat. Order 202 also requires that you include in the exemption any measures which we prescribe for the restoration of migratory fish through the project area.

Based on our knowledge of the project area, we can provide you with the necessary certifications for your application for categorical exemption. Salmon Brook does not now contain significant populations of migratory fish at the Giles Pond Dam, nor will the project adversely affect Federally designated endangered and threatened species or their critical habitats.

It is necessary, however, to include certain measures in the exemption which will facilitate restoration of migratory fish through the project area. Although there are no current plans for such restoration, the exemption will need to be conditioned now in order to ensure that fish-passage facilities will be provided by the Exemptee when they are needed.

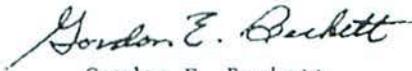
The eventual restoration of migratory fish through your project area will require adequate instream flow releases. In order to maintain aquatic habitat conditions in Salmon Brook as being suitable for fish restoration, instream flow releases should be at least 12 cfs or inflow to the project area, whichever is less. This flow is our approximation of the historical median August flow in Salmon Brook, and it represents a discharge which we feel will adequately maintain downstream aquatic habitat.

Summarizing, certifications pursuant to Sections 4.112(b)(2) and (4) of FERC Order No. 202 are provided. The following measures are to be included in their entirety in the exemption in accordance with Section 4.112(b)(5):

1. The Exemptee shall provide fish-passage facilities at this project when so prescribed by the U.S. Fish and Wildlife Service.
2. The Exemptee shall discharge from the project an instantaneous flow of at least 12 cfs or inflow to the project area, whichever is less.

Please let us know if you have any questions.

Sincerely yours,



Gordon E. Beckett
Supervisor

STATE OF NEW HAMPSHIRE

FISH AND GAME DEPARTMENT

CHARLES E. HARRY
EXECUTIVE DIRECTOR



Box 2003
44 Bridge Street
Concord, N.H. 03301
(603) 271-5321

April 21, 1983

John S. Clement, President
Franklin Falls Hydroelectric Corporation
P.O. Box 216
Franklin, NH 03235

RECEIVED
FISH AND GAME DEPARTMENT
13 APR 20 1983

Dear Mr. Clement:

This is in response to your correspondence of March 3, 1983 requesting a categorical exemption from licensing for the Giles Pond Hydroelectric Project, located on Salmon Brook, Franklin, New Hampshire.

Based on our knowledge of the project area, it is possible to provide you with the state certification needed for compliance with FERC 202 requirements.

Presently there are no significant populations of migratory fish in the project area. There is however, a possibility that restoration of anadromous (migratory) fish in the Merrimack River basin may eventually include your project area. In such an event you would be required to provide suitable fish-passage facilities as may be prescribed by the NH Fish and Game Department and the U.S. Fish and Wildlife Service.

Certification for FERC order 202 is hereby provided with the following measures which are to be included in their entirety in accordance with section 4.112(b)(5):

John S. Clement
Page 2
April 21, 1983

1. The Exemptee shall provide fish-passage facilities at this project when so prescribed by the US Fish and Wildlife Service.
2. The Exemptee shall discharge from the project an instantaneous flow of at least 12 cfs or inflow to the project area, whichever is less.

Please let us know if you have any questions.

Sincerely,

Charles E. Barry
Charles E. Barry
Executive Director

CEB/cjl

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES
AND ECONOMIC DEVELOPMENT
DIVISION OF PARKS AND RECREATION
BOX 856
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 271-3627

OFFICE OF RECREATION SERVICES

June 7, 1962



Mr. John S. Clement, President
Franklin Falls Hydro Electric Corporation
P.O. Box 216
Franklin, New Hampshire 03235

Dear Mr. Clement:

The New Hampshire Department of Resources and Economic Development has no objection to the granting of a Categorical Exemption from Licensing for the Giles Pond hydroelectric project located on Salmon Falls Brook in the City of Franklin, Merrimack County, New Hampshire.

Based upon the information and map provided by letter dated April 14, 1962 from the Franklin Falls Hydro Electric Corp., it has been determined that:

The proposed project will have no effect upon state park, state forest or other properties that are the responsibility of the Department of Resources and Economic Development.

The proposed project will have no effect upon local parks, recreation areas, or conservation sites funded in part by the federal Land and Water Conservation Fund program.

The Historic Preservation Office has determined that the proposed project will have no effect upon known architectural, historical, archeological or other cultural resources. Should such resources be discovered as a result of project planning or implementation, the appropriate surveys, determinations of eligibility for the National Register of Historic Places, and redesign, protective mitigation, salvage or other measures should be undertaken according to 36 CFR 800 and other appropriate federal laws and regulations that apply to historic and cultural resources.

Your incorporation of these comments into the request for an Exemption from Licensing will be appreciated.

Sincerely yours,


Joseph F. Quinn, Director
Recreation Services
for George Gilman, Commissioner

JFQ/mkb

cc: Historic Preservation Office (Hume)
Division of Forests and Lands (Heath)

Attachment B

**Salmon Brook Station Hydroelectric Project
(MSS928)**

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

dtd January 31, 2006

~~SSO/ENR/DEE~~ # 110



**Public Service
of New Hampshire**

bcc: P. A. Magoun
T. J. Brown
R. E. Evans
L. G. Lajoie
M. A. Sandler
~~SESD File #001, #060, #110~~

February 8, 2006

Mr. Alan Larter
Franklin Falls Hydroelectric Corp.
P. O. Box 216
Franklin, NH 03235

Re: Franklin Falls Hydro, Goodrich Falls, and Salmon Brook #3 (SESD #001, 060 and 110)
Operating Agreement for Purposes of Wheeling and Power Sales

Dear Mr. Larter:

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

This completes the work associated with allowing for the continued operation of the three hydro projects s following the end of the long term rate orders.

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 January 31, 2006 by and between Franklin Falls Hydroelectric Corp., a New Hampshire corporation with its principal office in Franklin, 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 Salmon Brook 250 KW hydroelectric generating facility (the "Facility"), (SESD #110) located on the Salmon Brook in Franklin, 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"), dated January 12, 2006 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 "LLAF"). The initial LLAF for the Facility is 1.0312. 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 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 \$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, 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: Franklin Falls Hydroelectric Corp.
P. O. Box 216
Franklin, NH 03235
Attn.: Alan Larter
Telephone No. (603) 934-3660

PSNH:

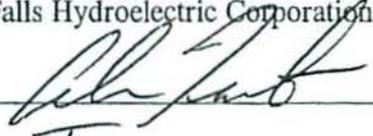
Public Service Company of New Hampshire
780 North Commercial Street
P. O. Box 330
Manchester, NH 03105-0330
Attn.: Manager, Supplemental Energy Sources Department
Telephone No. (603) 634-2312
Fax No. (603) 634-2449
email: psnhesd@psnh.com

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.

Franklin Falls Hydroelectric Corporation

By:

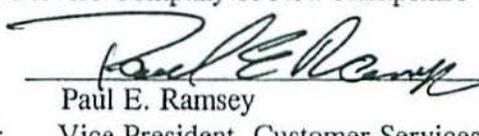
Title:


Duly Authorized

Public Service Company of New Hampshire

By:

Title: Vice President, Customer Services


Duly Authorized

Attachment C

**Salmon Brook Station Hydroelectric Project
(MSS928)**

**EVIDENCE OF SELF-CERTIFICATION AND QUALIFICATION BY THE
NEPOOL GIS AS A MAINE RPS CLASS II RESOURCE
Effective July 1, 2011**

Subject: RE: MSS928 Maine Existing
From: James Webb <JWebb@nyseblue.com>
Date: 12/27/2011 2:52 PM
To: Stephen Hickey <sjh@essexhydro.com>

Updated. Happy holidays!

Please note my new email address: jwebb@nyseblue.com

James Webb
Registry Administrator
NYSE Blue

Office: 408-517-2174
Fax: 408-517-2985
224 Airport Parkway, Suite 600
San Jose, CA 95110

-----Original Message-----

From: Stephen Hickey [<mailto:sjh@essexhydro.com>]
Sent: Tuesday, December 27, 2011 11:20 AM
To: James Webb
Subject: MSS928 Maine Existing

James,

Can you please qualify MSS928 (SALMON BROOK STATION 3) as Maine Existing.

Thank you,
Steve

[Logout](#)

[My Account](#)

[Help](#)

[Customize My Page](#)

SALMON BROOK STATION 3 - SALMONBROOKSTATION3 [Change Password](#)

Generator Information

Hydroelectric/Hydropower

Fuel Type Attributes:
(select all that apply)

NA

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

(check for yes)

set-a-side:

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:

Date of Eligibility: (format: MM/YYYY)

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

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 operation if that date is after December (MWh)

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 percentge must = 100% or leave both blank

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