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**CONTOOCOOK HYDRO, LLC**  
**113 Bartlett Road**  
**Plainfield, Vermont 05667**  
**(802) 454-8458 (Cell)**  
**[lori@communityhydro.biz](mailto:lori@communityhydro.biz)**

September 20, 2013

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

Re: Application of Hopkinton Hydro Project for Certification as a New Hampshire  
Class I Energy Source

Dear Ms. Howland:

Attached please find an application for certification by the New Hampshire Public Utilities Commission (the "Commission") of the Hopkinton Hydro Project (the "Project" or the "Facility") of Contoocook Hydro, LLC ("Contoocook" or the "Applicant") as a New Hampshire Class I Renewable Energy Source for the Project's annual electric production in excess of 780 MWh (the "Application").<sup>1</sup>

For purposes of responding to inquiries regarding the Application, persons should contact the following:

**Primary Contact**

William P. Short III  
Consultant  
44 West 62nd Street  
P.O. Box 237173  
New York, New York 10023-7173  
(917) 206-0001 (Office)  
(201) 970-3707 (Cell )  
**[w.shortiii@verizon.net](mailto:w.shortiii@verizon.net)**

**Secondary Contact**

Lori D. Barg  
President  
Contoocook Hydro, LLC  
113 Bartlett Road  
Plainfield, Vermont 05667  
(802) 454-8458 (Cell)  
**[lori@communityhydro.biz](mailto:lori@communityhydro.biz)**

The Hopkinton Hydro Project (FERC No. P-5735) is a 0.250 MW exempt from licensing, run-of-river hydro-electric project. A FERC exemption from licensing was issued March 14,

<sup>1</sup> Production below 781 MWh is anticipated to remain certified as New Hampshire Class IV production.

1984. The Project is currently in compliance with its requirements for exemption from licensing since 1984.

In mid-April 2008, Contoocook purchased the Project. Contoocook is a New Hampshire limited liability company with its principal place of business at 113 Bartlett Road, Plainfield, Vermont.

The Project is located on the Contoocook River at 33½ Pine Street in the Town of Contoocook in Merrimack County, New Hampshire with the powerhouse in Contoocook near the Rescue building. The facility is located at approximate river mile 12 on the Contoocook River from its confluence with the Merrimack River, approximately 6 river miles below the Army Corps of Engineers flood control dam. The station now has an estimated annual production of 1,223 MWh under normal streamflow.

Contoocook obtained third party generation records for the Project from several sources. Monthly generation records for the Project were obtained from Public Service of New Hampshire (“PSNH”) for the period of 1986 through 1997, Algonquin Hydro (a prior owner) for the period from 1998 through 2001 and the NEPOOL Generation Information System (“GIS”) for the period from 2002 through the present.<sup>2</sup> Those records indicate an average annual electric production of approximately 780 MWh for the period of 1986 through 2005.

Contoocook is filing the Application with the Commission after having completed a substantial number of improvements to upgrade the Project’s electric production.<sup>3</sup> When Contoocook purchased the Project in April 2008, the Project had only rudimentary controls and equipment which had been installed in 1984. None have been subsequently upgraded. While these capital and efficiency improvements did not increase the nameplate of the Project, they did dramatically increase the average annual production of the Facility from slightly more than 780 MWh (1986 - 2005) to approximately 1,120 MWh now (January 2009 through December 2012), an increase of 340 MWh or approximately 43.59%.<sup>4</sup> Accordingly, Contoocook requests Class I treatment for any excess annual production above 780 MWh and the continuation of Class IV treatment for its annual production below 781 MWh.

Contoocook has previously self-certified the Facility as a Maine Class II renewable resource. From the Rhode Island Public Utilities Commission, the Project received Rhode Island New treatment for 42.75% of its production and Rhode Island Existing treatment for the balance. From the New Hampshire Public Utilities Commission, the Project received New Hampshire

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<sup>2</sup> Once a Protective Order is issued by the Commission, Contoocook will file with the Commission a record of the Project’s annual electric production from 1986 through 2013.

<sup>3</sup> Contoocook made approximately 70 capital and efficiency improvements to the Facility since becoming the owner. Given just the sheer number, the magnitude of improvements and the overlapping times of the improvements, it is impossible to determine the exact impact of each improvement; accordingly, Contoocook believes that the Commission should examine the improvements as one collective set of improvements, made over time, instead of having Contoocook make estimates of the impact of each improvement. Once a Protective Order is issued by the Commission, Contoocook will file with the Commission a complete list of these improvements as well as an explanation of the type of improvement (capital or efficiency) made.

<sup>4</sup> Electric production from 2008 is ignored since the Project was not operated by Contoocook until mid-April 2008.

Class IV treatment for production from the entire Facility.<sup>5</sup> Contoocook intends to file an application requesting Class I RPS treatments in Connecticut. Copies of the Rhode Island Public Utilities Commission and New Hampshire Public Utilities Commission orders are attached to the Application.

The Facility's electrical output is verified by PSNH and is reported by it under MSS ID # 919 to ISO-NE. ISO-NE, in turn, reports this information to APX, Inc., the operator of the NEPOOL GIS. The Applicant has authorized APX to disclose to the Commission the Facility's monthly generation production by marking its NEPOOL GIS account to "Reveal Output To Regulators."

Upon your review of our Application, if you have any questions on comments, please do not hesitate to contact either Lori D. Barg or myself.

Sincerely yours,



attachments

cc: Lori D. Barg (e-mail only)

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<sup>5</sup> Assuming that New Hampshire Class I treatment is granted to the Facility, Contoocook expects the Commission going forward to certify only, as New Hampshire Class IV, the annual production less than 781 MWh.

## LIST OF ATTACHMENTS

Application for Certification of the Hopkinton Hydro Project, dated September 20, 2013.

Copy of Major Regulatory Approvals Required by Federal, State of New Hampshire and Local Authorities.

Interconnection Service Agreement Between Public Service Company of New Hampshire And Contoocook Hydro, LLC.

Statement of RPS Qualifications from the Rhode Island Public Utilities Commission and the New Hampshire Public Utilities Commission for Contoocook Hydro, LLC.

**Hopkinton Hydro Project Capital and Efficiency Improvements (May 2008 through September 2012).<sup>6</sup>**

**Hopkinton Hydro Project Electric Production Records (1986 through the Present).**

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<sup>6</sup> Items marked in **Red and Bold** are considered confidential and, subject to a Protective Order issued by the New Hampshire Public Utilities Commission, will be made available to the Commission for its review and analysis.





- (b) provide documentation that eighty percent of its tax basis in the resulting plant and equipment of the eligible generation capacity, including the NHDES permitting requirements for new plants, but exclusive of any tax basis in real property and intangible assets, is derived from the new capital investments.
  - (c)  N/A: Class I certification is NOT being sought for repowered Class III or Class IV sources.
17. If Class I certification is sought for formerly nonrenewable energy electric generation facilities, the applicant shall:
- (a) demonstrate that it has made new capital investments for the purpose of repowering with eligible biomass technologies or methane gas and complies with the certification requirements of Puc 2505.04, if using biomass fuels, and
  - (b) provide documentation that eighty percent of its tax basis in the resulting generation unit, including NHDES permitting requirements for new plants, but exclusive of any tax basis in real property and intangible assets, is derived from the new capital investments.
  - (c)  N/A: Class I certification is NOT being sought for formerly nonrenewable energy electric generation facilities.
18. If Class IV certification is sought for an existing small hydroelectric facility, the applicant shall submit proof that:
- (a) it has installed upstream and downstream diadromous fish passages that have been required and approved under the terms of its license or exemption from the Federal Energy Regulatory Commission, and
  - (b) when required, has documented applicable state water quality certification pursuant to section 401 of the Clean Water Act for hydroelectric projects.
  - (c)  N/A: Class IV certification is NOT being sought for existing small hydroelectric facilities.
19. If the source is located in a control area adjacent to the New England control area, the applicant shall submit proof that the energy is delivered within the New England control area and such delivery is verified using the documentation required in Puc 2504.01(a)(2) a. to e.
20. All other necessary regulatory approvals, including any reviews, approvals or permits required by the NHDES or the environmental protection agency in the facility's state.
21. Proof that the applicant either has an approved interconnection study on file with the commission, is a party to a currently effective interconnection agreement, or is otherwise not required to undertake an interconnection study.
22. A description of how the generation facility is connected to the regional power pool of the local electric distribution utility.
23. A statement as to whether the facility has been certified under another non-federal jurisdiction's renewable portfolio standard and proof thereof.
24. A statement as to whether the facility's output has been verified by ISO-New England.

- 25. A description of how the facility's output is reported to the GIS if not verified by ISO-New England.
- 26. An affidavit by the owner attesting to the accuracy of the contents of the application.
- 27. Such other information as the applicant wishes to provide to assist in classification of the generating facility.

28. This application and all future correspondence should be sent to:

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

29. Preparer's information:

Name: William P. Short III

Title: Consultant

Address: (1) P.O. Box 237173

(2) \_\_\_\_\_

(3) \_\_\_\_\_

New York

(City)

NY

(State)

10023

(Zip code)

30. Preparer's signature:

William P. Short III

9/20/13

**AFFIDAVIT**

I hereby certify, under pains and penalties of perjury, that I have personally examined and am familiar with the information submitted herein and based upon my inquiry of those individuals responsible for obtaining the information. I believe that the information is true, accurate and complete. I am aware that there are significant penalties, both civil and criminal, for submitting false information, including both fines and punishment. My signature below certifies all information submitted on this application form.

Signature of Authorized Representative

Of the Owner:

Lori D. Barg

Lori D. Barg, President

9/17/13

Date

## **Attachment A**

- I. The name and address of the Contacts for the Applicant, Contoocook Hydro, LLC (“Contoocook”) –

**Primary Contact:**

William P. Short III  
Consultant  
44 West 62nd Street  
P.O. Box 237173  
New York, New York 10023-7173  
(917) 206-0001 (Office)  
(201) 970-3707 (Cell)  
[w.shortiii@verizon.net](mailto:w.shortiii@verizon.net)

**Secondary Contact:**

Lori D. Barg  
President  
Contoocook Hydro, LLC  
113 Bartlett Road  
Plainfield, Vermont 05667  
(802) 454-8458 (Cell)  
[lori@communityhydro.biz](mailto:lori@communityhydro.biz)

- II. The ISO New England Inc. asset identification number –

Hopkinton Hydro Project’s electrical output that is sold to Sterling Municipal Electric Light Department (“Sterling”) is verified by Public Service Company of New Hampshire and is reported under MSS ID #919 to ISO New England, Inc. ISO-NE, in turn, reports monthly this generation to the APX, Inc., the operator of the NEPOOL Generation Information System. The Applicant has authorized APX to disclose to the Commission the Facility’s monthly generation production by marking its NEPOOL GIS account to “Reveal Output To Regulators.”

- III. Description of the Facility, including fuel type, gross nameplate capacity and the initial commercial operation date –

Contoocook owns Hopkinton Hydro Project (the “Project” or the “Facility”), an operating 250 (gross), 250 (net) KW hydro-electric generator, located in Contoocook, New Hampshire at 33½ Pine Street. The Facility generates electrical energy using hydro energy. The Facility is interconnected to Public Service Company of New Hampshire’s distribution line located along Pine Street. The Facility commenced initial operations on or about December 1, 1984.

Additional technical details of the Facility may be found in Attachment 1 to the Facility’s Interconnection Agreement.

- IV. Copy of regulatory approvals required by local, state and federal authorities –

Attached, as Attachment B, is a copy of the Facility’s major regulatory approvals required by local, state and federal authorities.

V. Copy the Facility's Interconnection Agreement –

Attached, as Attachment C, is a copy of the Facility's interconnection agreement with Public Service Company of New Hampshire.

VI. Description of the Facility's Interconnection with ISO New England –

The Facility is interconnected to Public Service Company of New Hampshire's local distribution system that runs along Pine Street in Contoocook, New Hampshire. The Facility's generator voltage is 480 V and is stepped up to 34.5 KV by the Facility's transformer located near 33½ Pine Street at Contoocook, NH. That power is delivered to Public Service Company of New Hampshire's 34.5 KV distribution line that runs along Pine Street in Contoocook, New Hampshire.

Additional technical details of the Facility's Interconnection may be found in Attachment B to the Facility's Interconnection Agreement.

VII. Other state renewable portfolio standard certification –

Contoocook has previously self-certified the Facility as a Maine Class II renewable resource. From the Rhode Island Public Utilities Commission, the Project received Rhode Island New treatment for 42.75% of its production and Rhode Island Existing treatment for the balance. From the New Hampshire Public Utilities Commission, the Project received New Hampshire Class IV treatment for production from the entire Facility.<sup>1</sup> Contoocook intends to file an application requesting Class I RPS treatment in Connecticut. Copies of the Rhode Island Public Utilities Commission and New Hampshire Public Utilities Commission orders are attached to the Application.

VIII. Verification of the Facility's output by the ISO New England –

The Facility's electrical output is verified by Public Service of New Hampshire and is reported under MSS ID # 919 to ISO-NE. ISO-NE, in turn, reports this information to APX, Inc., the operator of the NEPOOL Generation Information System. The Applicant has authorized APX to disclose to the Commission the Facility's monthly generation production by marking its NEPOOL GIS account to "Reveal Output To Regulators."

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<sup>1</sup> Assuming that New Hampshire Class I treatment is granted to the Facility, Contoocook expects the Commission going forward to certify only, as New Hampshire Class IV, the annual production less than 781 MWh.

**Attachment B**

**Copy of**

**Major Regulatory Approvals**

**Required by**

**Federal, State of New Hampshire and Local Authorities**

**For**

**Contoocook Hydro, LLC**

UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

The Town of Hopkinton )

Project No. 5735-001

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

(Issued March 14, 1984)

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

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

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

1/ The Town of Hopkinton, Project No. 5735-001, filed on November 29, 1983.

2/ Pub. Law 96-294, 94 Stat. 611. Section 408 of the ESA amends inter alia, Sections 405 and 408 of the Public Utility Regulatory Policies Act of 1978 (16 U.S.C. 562705 and 2708).

3/ Authority to act on this matter is delegated to the Deputy Director, Office of Electric Power Regulation, under §375.308 of the Commission's regulations, 18 C.F.R. §375.308 (1983). This order may be appealed to the Commission by any party within 30 days of its issuance pursuant to Rule 1902, 18 C.F.R. 385.1902, (1983). Filing an appeal and final Commission action on that appeal are prerequisites for filing an application for rehearing as provided in Section 313(a) of the Act. Filing an appeal does not operate as a stay of the effective date of this order or of any other date specified in this order, except as specifically directed by the Commission.

DC-A-2

WATER RESOURCES BOARD

-2-

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

Based on the terms and conditions required by Federal and State fish and wildlife agencies, the environmental information in the application for exemption, other public comments, and staff's independent analysis, issuance of this order is not a major Federal action significantly affecting the quality of the human environment.

It is ordered that:

(A) The Hopkinton Project No. 5735 as described and designated in the Town of Hopkinton's application filed on November 29, 1983, is exempted from all of the requirements of Part I of the Federal Power Act, including licensing, subject to the standard articles in §4.106, of the Commission's regulations attached hereto as Form E-2, 18 C.F.R. §4.106 45 Fed. Reg. 76115 (November 18, 1980), and the following Special Article.

Article 6. Any exempted small hydroelectric power project that utilizes a dam which is more than 33 feet in height above streambed, as defined in 18 CFR 12.31(c) of this chapter, impounds more than 2,000 acre-feet of water, or has a significant or high hazard potential, as defined in 33 CFR Part 222, is subject to the following provisions of 18 CFR Part 12:

- (i) Section 12.4(b)(1)(i) and (ii), (2)(i), (iii)(A) and (B), (iv), and (v);
- (ii) Section 12.4(c);
- (iii) Section 12.5;
- (iv) Subpart C; and
- (v) Subpart D.

For the purposes of applying these provisions of 18 CFR Part 12, the exempted project is deemed to be a licensed project development and the owner of the exempted project is deemed to be a licensee.

*Robert E. Cackowski*

Robert E. Cackowski  
Deputy Director, Office of  
Electric Power Regulation

UNITED STATES OF AMERICA  
 FEDERAL ENERGY REGULATORY COMMISSION

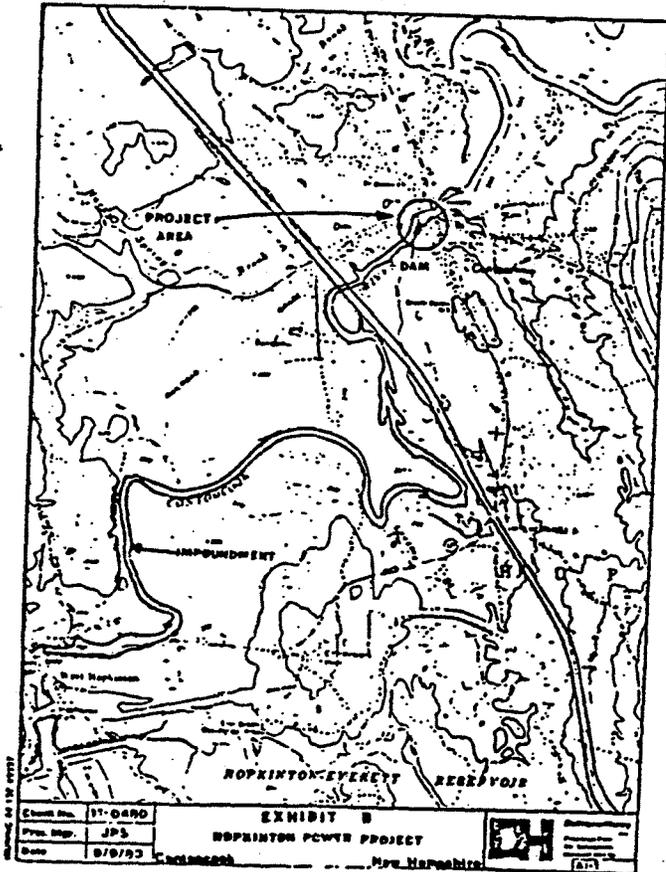
Notice of Application Filed with the Commission

(December 30, 1983)

Take notice that the following hydroelectric application has been filed with the Federal Energy Regulatory Commission and is available for public inspection:

- a. Type of Application: 5 MW Exemption
- b. Project No: 5735-001
- c. Date Filed: November 29, 1983
- d. Applicant: The Town of Hopkinton
- e. Name of Project: Hopkinton Project
- f. Location: On the Contoocook River in Hillsborough County, New Hampshire.
- g. Filed Pursuant to: Federal Power Act, 16 U.S.C. §§791(a) - 8251r).
- h. Contact Person: John B. Spencer, Duffness-Henry, Inc., Precision Park, North Springfield, Vermont 05150.
- i. Comment Dates: FEB 1, 1984
- j. Description of Project: The proposed project would consist of: (1) an existing 325-foot-long and 11-foot-high dam; (2) a reservoir with negligible storage capacity; (3) new intake structures at the northern side of the dam; (4) a new powerhouse with an installed capacity of 249 kw; (5) a new tailrace; (6) a new 100-foot-long transmission line; and (7) other appurtenances. Applicant owns all existing facilities. It estimates an average annual generation of 1,300,000 kw-hr.
- k. Purpose of Project: Project energy would be sold to the Public Service Company of New Hampshire.
- l. This notice also consists of the following standard paragraphs: A1, A2, B, C, and D1a.
- m. Purpose of Exemption: An exemption, if issued, gives the Exemptee priority of control, development, and operation of the project under the terms of the exemption from licensing, and protects the Exemptee from permit or license Applicant that would seek to take or develop the project.

DC-A-70



§ 4.106 Standard terms and conditions of exemption from licensing.

Any exemption from licensing granted under this subpart for a small hydroelectric power project is subject to the following standard terms and conditions:

(a) Article 1. The Commission reserves the right to conduct investigations under sections 4(g), 306, 307, and 311 of the Federal Power Act with respect to any acts, complaints, facts, conditions, practices, or other matters related to the construction, operation, or maintenance of the exempt project. If any term or condition of the exemption is violated, the Commission may revoke the exemption, issue a suitable order under section 4(g) of the Federal Power Act, or take appropriate action for enforcement, forfeiture, or penalties under Part III of the Federal Power Act.

(b) Article 2. The construction, operation, and maintenance of the exempt project must comply with any terms and conditions that any Federal or state fish and wildlife agencies have determined are appropriate to prevent loss of, or damage to, fish or wildlife resources or otherwise to carry out the purposes of the Fish and Wildlife Coordination Act, as specified in Exhibit E of the application for exemption from licensing or in the comments submitted in response to the notice of the exemption application.

(c) Article 3. The Commission may accept a license application by any qualified license applicant and revoke this exemption if actual construction or development of any proposed generating facilities has not begun within 18 months, or been completed within four years, from the date on which this exemption was granted. If an exemption is revoked, the Commission will not accept a subsequent application for exemption within two years of the revocation.

(d) Article 4. This exemption is subject to the navigation servitude of the United States if the project is located on navigable waters of the United States.

(e) Article 5. This exemption does not confer any right to use or occupy any Federal lands that may be necessary for the development or operation of the project. Any right to use or occupy any Federal lands for these purposes must be obtained from the administering Federal land agencies. The Commission may accept a license application by any qualified license applicant and revoke this exemption, if any necessary right to use or occupy Federal lands for these purposes has not been obtained within one year from the date on which this exemption was granted.

**Attachment C**

**Interconnection Service Agreement**

**Between**

**Public Service Company of New Hampshire**

**And**

**Contoocook Hydro, LLC**

**Dated**

**April 16, 2008**

**INTERCONNECTION AGREEMENT**

**by and between**

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE**

**and**

**COONTOOCOOK HYDRO LLC**

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE**

**ELECTRIC RATE SCHEDULE FERC NO. IA-PSNH-07**

**EFFECTIVE MARCH 18, 2012**

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

AGREEMENT, dated ~~May 5~~ <sup>APRIL 18</sup>, 2008 by and between Contoocook Hydro LLC (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 Contoocook Hydro electric generating facility (the "Facility"), (SESD #085) located on the Contoocook River in Hopkinton, 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 4.16 KV electric system of PSNH. Under this Agreement, the Interconnector shall receive and pay for the services necessary for the purpose of connecting, and providing the continued connection of, the Facility with the PSNH electrical system, including Pool Transmission Facilities ("PTF") as defined by 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 4.16 KV, three-phase, sixty hertz.

Article 2. Metering.

The metering shall continue to be configured so as to represent the electric power output delivered to the PSNH electric system as specified in the Interconnection 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 1.0. If a recalculation of the LLAF is required, PSNH shall calculate a new LLAF to represent the change in PSNH's electrical system losses attributable to the generator characteristics and physical location of the Facility. The LLAF shall be applied to that portion of the generation output from the Facility which is sold to PSNH during a billing month 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 has assumed responsibility for costs associated with the Interconnection Upgrade Requirements, Attached as Attachment B. No additional studies are required to be performed, 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 beyond what has been identified in Attachment B.

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

Article 9. Indemnification and Insurance.

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

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

The insurance policy specified above has named and shall continue to name PSNH, 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:



### **Interconnection Upgrade Requirements**

Subject: Contoocook Hydro (#085)  
Interconnection Upgrade

The following is a listing of interconnection upgrades and action items to be completed that are required for the project to continue operating interconnected to the PSNH electric system along with a price for the cost of PSNH involvement and a timeframe for completion:

This listing documents PSNH's understanding of what interconnection upgrades are required at the Contoocook Hydro facility to meet current interconnection requirements.

- Provide verification that the shutdown switch is maintained in the "OFF" position.
- Three-phase over/under voltage protective relays need to be installed.
- The existing single-phase IAV53K relay is no longer acceptable.

A payment of \$500 is due to PSNH as compensation for its involvement in reviewing drawings, providing relay settings and confirming all current interconnection requirements are in place and operational. This payment is due upon receipt of this notice.

A formal Interconnection Report has not been written for this project, however the project did comply with the original interconnection requirements that were in effect at the time of initial interconnection and by signing this Operating Agreement, Contoocook Hydro, Inc. has agreed to make the described upgrades in a timely manner. PSNH at some future time will write a formal Interconnection Report for this project.

The upgrades identified in this letter will be scheduled for installation at a time mutually acceptable to both PSNH and Contoocook Hydro, Inc. but no later than December 31, 2008.

**Attachment D**

**Statement of RPS Qualifications**

**from**

**Rhode Island Public Utilities Commission**

**New Hampshire Public Utilities Commission**

**for**

**Contoocook Hydro, LLC**

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
PUBLIC UTILITIES COMMISSION

IN RE: APPLICATION FOR STANDARD CERTIFICATION DOCKET NO. 4357  
AS ELIGIBLE RENEWABLE ENERGY RESOURCE  
FILED BY CONTOOCCOOK HYDRO, LLC – HOPKINTON HYDRO  
PROJECT 42.75% NEW GENERATION

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 Regulations<sup>1</sup> pursuant to the Renewable Energy Act, Section 39-26-1 et. seq. of the General Laws of Rhode Island; and

WHEREAS, On September 27, 2012, Contoocook Hydro, LLC ("Company", Authorized Representative: William P. Short III, consultant) filed with the Commission an application seeking certification for its Hopkinton Hydro Project Generation Unit, a 0.25 MW Small Hydro energy Generation Unit located in Contoocook, NH, as a resource capable of producing as both a New and 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 such comments were received, and

---

<sup>1</sup> 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, Throughout the period of December 23, 2012 through January 28, 2013, supplemental and clarifying information was provided to Commission Staff and their application review consultant in response to the application review consultant's requests for said information throughout the period of December 14, 2012 through January 25, 2013, and

WHEREAS, Said supplemental and clarifying information included: additional information regarding attributes of the river and dam, recalculated New Generation vs. Existing Generation percentage based on USGS historical river flow data and an extended Historical Generation Baseline, and documentation supporting the numbers used in the calculation of New Generation vs. Existing Generation;

WHEREAS, After examination, the Commission is of the opinion that the application, including said supplemental information, 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

(20958) ORDERED:

1) That forty-two and seventy-five-hundredths of a percent (42.75%) of the monthly generation from the Hopkinton Hydro Generation Unit, meets the requirements for eligibility as a New, Small Hydro Renewable Energy Resource with its 0.25MW,

Incremental Intermittent, Grid-Connected Generation Unit having a Commercial Operation Date of December 01, 1984 and located within the NEPOOL Control Area in Contoocook, NH.

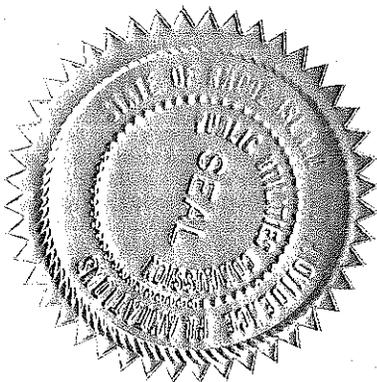
2) That the Generation Unit's NEPOOL-GIS Identification Number is #MSS 919.

3) That the Company's Generation Unit as identified above is hereby assigned unique certification number RI-4357-N13.

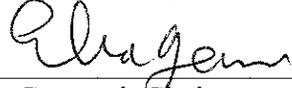
4) That, although the Commission will rely upon the NEPOOL GIS for verification of production of energy from the Company's Generation Unit certified as eligible in this Order, the Company will provide information and access as necessary to the Commission, or persons acting at its behest, to conduct audits 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.

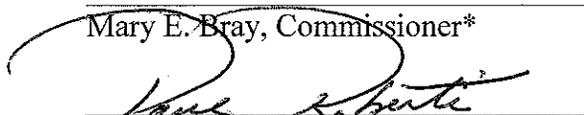
5) That the Company shall notify the Commission in the event of a change in the facility's eligibility status.

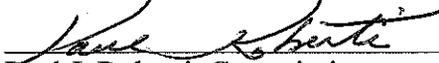
DATED AND EFFECTIVE AT WARWICK, RHODE ISLAND ON  
FEBRUARY 14, 2013 PURSUANT TO AN OPEN MEETING DECISION. WRITTEN  
ORDER ISSUED FEBRUARY 14, 2013.



PUBLIC UTILITIES COMMISSION

  
\_\_\_\_\_  
Elia Germani, Chairman

  
\_\_\_\_\_  
Mary E. Bray, Commissioner\*

  
\_\_\_\_\_  
Paul J. Roberti, Commissioner

\*Commissioner Bray did not participate.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
PUBLIC UTILITIES COMMISSION

IN RE: APPLICATION FOR STANDARD CERTIFICATION DOCKET NO. 4357  
AS ELIGIBLE RENEWABLE ENERGY RESOURCE  
FILED BY CONTOOCCOOK HYDRO, LLC – HOPKINTON HYDRO  
PROJECT 57.25% EXISTING GENERATION

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 Regulations<sup>1</sup> pursuant to the Renewable Energy Act, Section 39-26-1 et. seq. of the General Laws of Rhode Island; and

WHEREAS, On September 27, 2012, Contoocook Hydro, LLC ("Company", Authorized Representative: William P. Short III, consultant) filed with the Commission an application seeking certification for its Hopkinton Hydro Project Generation Unit, a 0.25 MW Small Hydro energy Generation Unit located in Contoocook, NH, as a resource capable of producing as both a New and 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 such comments were received, and

---

<sup>1</sup> 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, Throughout the period of December 23, 2012 through January 28, 2013, supplemental and clarifying information was provided to Commission Staff and their application review consultant in response to the application review consultant's requests for said information throughout the period of December 14, 2012 through January 25, 2013, and

WHEREAS, Said supplemental and clarifying information included: additional information regarding attributes of the river and dam, recalculated New Generation vs. Existing Generation percentage based on USGS historical river flow data and an extended Historical Generation Baseline, and documentation supporting the numbers used in the calculation of New Generation vs. Existing Generation;

WHEREAS, After examination, the Commission is of the opinion that the application, including said supplemental information, 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

(20957) ORDERED:

1) That fifty-seven and twenty-five-hundredths of a percent (57.25%) of the monthly generation from the Hopkinton Hydro Project Generation Unit, meets the requirements for eligibility as an Existing, Small Hydro Renewable Energy Resource

with its 0.25MW, Incremental Intermittent, Grid-Connected Generation Unit having a Commercial Operation Date of December 01, 1984 and located within the NEPOOL Control Area in Contoocook, NH.

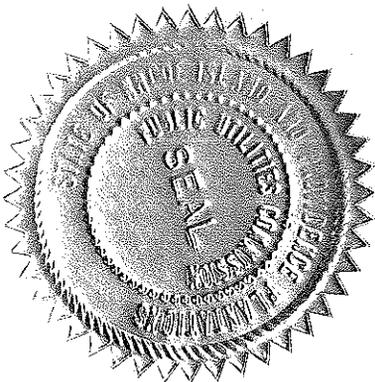
2) That the Generation Unit's NEPOOL-GIS Identification Number is #MSS 919.

3) That the Company's Generation Unit as identified above is hereby assigned unique certification number RI-4357-E13.

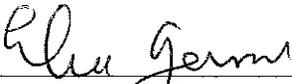
4) That, although the Commission will rely upon the NEPOOL GIS for verification of production of energy from the Company's Generation Unit certified as eligible in this Order, the Company will provide information and access as necessary to the Commission, or persons acting at its behest, to conduct audits 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.

5) 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 14, 2013 PURSUANT TO AN OPEN MEETING DECISION. WRITTEN  
ORDER ISSUED FEBRUARY 14, 2013.



PUBLIC UTILITIES COMMISSION

  
\_\_\_\_\_  
Elia Germani, Chairman

Mary E. Bray, Commissioner\*

  
\_\_\_\_\_  
Paul J. Roberti, Commissioner

\*Commissioner Bray did not participate.

THE STATE OF NEW HAMPSHIRE



CHAIRMAN  
Amy L. Ignatius

COMMISSIONERS  
Michael D. Harrington  
Robert R. Scott

EXECUTIVE DIRECTOR  
Debra A. Howland

**PUBLIC UTILITIES COMMISSION**  
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1-800-735-2964

Tel. (603) 271-2431

FAX (603) 271-3878

Website:  
[www.puc.nh.gov](http://www.puc.nh.gov)

October 26, 2012

Lori Barg  
Contoocook Hydro, LLC  
113 Bartlett Road  
Plainfield, VT, 05667

Re: **DE 12-278**, Contoocook Hydro, LLC's Eligibility Request for the Hopkinton Hydro Project to Produce Class IV New Hampshire Renewable Energy Certificates (RECs) Pursuant to RSA 362-F and Chapter 272, Laws of 2012

Dear Ms. Barg:

On September 20, 2012, Contoocook Hydro, LLC (Contoocook Hydro) submitted an application requesting Class IV certification for the Hopkinton Hydro Project pursuant to RSA 362-F, New Hampshire's Renewable Portfolio Standard law and Chapter 272, Laws of 2012. Staff has reviewed the application and recommends approval, noting that the Hopkinton Hydro Project application was completed on September 20, 2012, in accordance with New Hampshire Code of Administrative Rules Puc 2500.

Pursuant to Chapter 272, Laws of 2012, existing small hydroelectric facilities with a total nameplate capacity of one megawatt (MW) or less are eligible for Class IV RECs if they are in compliance with applicable Federal Energy Regulatory Commission (FERC) fish passage restoration requirements, and are interconnected with an electric distribution system located in New Hampshire. The Hopkinton Hydro Project is located on the Contoocook River, in Contoocook, NH.

Contoocook Hydro provided FERC approvals for the Hopkinton Hydro Project under project number (5735-001) as well as a copy of the operating agreement with Public Service Company of New Hampshire. The start date for commercial operation was December 01, 1984; the nameplate capacity is .250 megawatts of electricity.

The Commission has reviewed the Contoocook Hydro – Hopkinton Hydro Project application and determined that all the necessary documentation has been provided to demonstrate that it is eligible for Class IV certification. Therefore, the Commission hereby

certifies the Hopkinton Hydro Project as a Class IV renewable energy source eligible to be issued New Hampshire Class IV RECs effective September 20, 2012.

The facility's NEPOOL generation information system (GIS) facility code is MSS 919. Attached please find a copy of the notice of this certification provided to the GIS administrator. The New Hampshire Renewable Portfolio Standard certification code for the Hopkinton Hydro Project is NH-IV-12-062.

Sincerely,



Debra A. Howland  
Executive Director

Encl.