

**Energetic Enterprises Inc.  
Baltic Mill Enterprises  
80 Baltic Street  
Enfield, NH 03748  
603-252-0804**

NHPUC 21NOV13 11:20

November 14, 2013

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

*RE: Energetic Enterprises, Baltic Mill Enterprises Hydroelectric Project  
request for certification as a Class IV renewable energy source.*

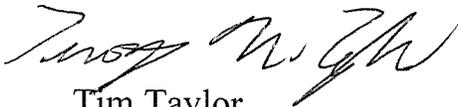
Dear Ms. Howland,

Baltic Mill Enterprises (Baltic Mill) is applying for certification of the Baltic Mill Hydroelectric Facility as a New Hampshire Class IV renewable energy source.

As requested, Baltic Mill has submitted the original version of the application along with two (2) paper copies and all required supporting documentation. In addition, an electronic copy of the application and supporting documentation is enclosed.

Thank you for considering my application. Please contact me at the above phone number or address if you have any additional questions or concerns during the application process. I do not have e-mail.

Sincerely



Tim Taylor  
President  
Energetic Enterprises Inc.  
Baltic Mill Enterprises.



State of New Hampshire  
Public Utilities Commission



**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](mailto:executive.director@puc.nh.gov).

Please provide the following:

1. Applicant Name: Tim Taylor Energetic Enterprises, Baltic Mill

Mailing Address: 80 Baltic Street

Town/City: Enfield State: NH Zip Code: 03748

Primary Contact: Tim Taylor

Telephone: 603-252-0804

Email address: none

2. Facility Name: Baltic Mill Enterprises

(physical address) 80 Baltic Street

Town/City: Enfield State: NH Zip Code: 03748

Latitude 43.6434051 Longitude -72.1345319

**(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](mailto:jwebb@apx.com)

3. The facility’s ISO-New England asset identification number, if available.

**951**

4. The facility’s GIS facility code, if available.

**MSS951**

5. A description of the facility including the following:

5.a. The gross nameplate capacity

**350 KW**

5.b. The facility’s initial commercial operation date

**1886**

5.c. The date the facility began operation, if different than the operation date:

**Not applicable**

5.d. A complete description of the facility including related equipment

The Baltic Mill facility is located on the Mascoma River in the community of Enfield, in Grafton County, New Hampshire. The project consists of a concrete dam and two generation units located in an old textile mill. The mill has been in almost continuous operation since 1886. It is grandfathered and pre-dates the establishment of the Federal Energy Regulatory Commission (FERC). It has an interconnection agreement and sells power through ISO-NE. as ISO-951. The original mill burned in 1899, but was immediately rebuilt and continued to make woolen goods through the 1970’s. The electric power was used to power the mill, and to supply power to the grid.

It contains two original hydroelectric Frances turbines, one rated at 100 KW, and the other at 250 KW.

The watershed drains about 131 square miles, and has 20 feet of head.

6. A copy of all necessary state and federal (FERC) regulatory approvals. Site is grandfathered, regulatory approval is interconnection agreement through ISO-NE. See 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***

The interconnection agreement executed in 1988 between the Baltic Mill Enterprises and Granite State Electric Company was assigned to National Grid in 2012.

8. Pursuant to 2502.0 ( c ) , no generation facility shall be eligible to acquire new certificates under this Chapter while selling its electrical output at long-term rates established before January 1, 2007. Please provide a copy of the facility's long-term rate agreement as **Attachment C**.

There are no long-term rate agreements in place, and therefore, Attachment C has not been provided.

9. A description of how the generation facility is connected to the distribution utility.

There are three pole-mounted transformers, and a short transmission line connecting the transformers to Liberty Utilities at 13, 200 volts, with a distribution line on U.S. Route 4 in Enfield.

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

The Baltic Mill Facility is not currently certified under another non-federal jurisdiction's renewable portfolio standard and , therefore, Attachment D has not been provided.

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

The Facility is verified by ISO-New England. It is the responsibility of ISO-NE to report generation to the NEPOOL GIS.

12. 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 E***  
***Attachment E. has been provided***

13. The name and telephone number of the facility's operator, **if different from the owner**.

The facility's operator and owner are the same.

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

Background historical data on this 19<sup>th</sup> century mill has been provided in Attachment F

<b>CHECK LIST: The following has been included to complete the application:</b>	<b>YES</b>
• All contact information requested in the application.	X
• A copy of all necessary state and federal (FERC) regulatory approvals as <b>Attachment A</b> .	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 <b>Attachment B</b> .	x
• A signed and notarized attestation or <b>Attachment C</b> .	x
• A GIS number has been provided or has been requested.	x
• Other pertinent information has been provided (if necessary) as <b>Attachment D</b> .	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 <a href="mailto:executive.director@puc.nh.gov">executive.director@puc.nh.gov</a> .	X

## ATTACHMENT A

The Facility's electrical output is sold to Sterling Municipal Electric Light Department and is verified by Kathryn Cox of National Grid, which reports it under MSS ID #951\_ to ISO New England, Inc.

Baltic Mill Energetic Enterprises Inc is located at 80 Baltic St, in Enfield, NH. Energetic Enterprises owns and operates Baltic Mill (the "Project" or the "Facility"), an operating 350 (gross), KW hydro-electric generator, located in Enfield, New Hampshire at 80 Baltic Street. The Facility generates electrical energy using hydroelectric power. The Facility is interconnected to Liberty Utilities distribution line located along Route 4 in Enfield, NH. The Facility commenced initial operations on or about 1886, and operated until 1899, when it burned, upon which it was immediately rebuilt. It has operated continuously since that time. Information from the Enfield Town Plan and the Public Utilities Commission is found below:

Baltic Mills was built prior to August 26<sup>th</sup> 1935, and has been in continuous operation since the 19<sup>th</sup> century. Baltic Mills is a qualifying facility 951 under ISO-NE.

[www.iso-ne.com/.../attachments\\_for\\_info\\_filing.xls](http://www.iso-ne.com/.../attachments_for_info_filing.xls)

The Town of Enfield's Town plan lists the Old Baltic Mill as a pre-existing commercial/industrial facility which shall be allowed to continue.

[http://www.enfield.nh.us/Pages/EnfieldNH\\_Planning/docs/zoningord.pdf](http://www.enfield.nh.us/Pages/EnfieldNH_Planning/docs/zoningord.pdf)

The NH PUC confirmed that Baltic Mills is an existing qualified facility:

<http://www.puc.nh.gov/Regulatory/Orders/1973-1997orders/1983orders.pdf>

Interconnection agreement P 82: of National Grid/Liberty Energy Docket DG 11-040. Baltic Mills Hydro GSE Side of switch connecting 7L 1 line to Baltic Mills Hydro plant

<http://www.puc.nh.gov/Regulatory/CASEFILE/2011/11-040/LETTERS-MEMOS-TARIFFS/11-040%202012-07-31%20LIBERTY%20ATT%20SITE%20AGREEMENT.PDF>

ISO recognizes Baltic Mills as a qualifying facility under the National Grid Files Agreement:

**ATTACHMENT B:**  
**INTERCONNECTION AGREEMENT**

**nationalgrid**

**Kathryn L Cox**  
Account Manager,  
Transmission Commercial  
National Grid

August 15, 2012

Attn: Tim Taylor  
Baltic Mill Enterprises  
80 Baltic Street  
Enfield, NH 03748

Re: Assignment of Interconnection Agreement for Baltic Mills Hydro Unit

Dear Mr. Taylor:

Thank you for returning executed versions of the Assignment Agreement for the Baltic Mills interconnection. As promised, attached is an original signed version for your records. I also wanted to relay feedback to your questions that you raised regarding your interconnection.

England Power (National Grid) is retaining responsibilities for the interconnection although the interconnecting feeder is still owned by Granite State Electric Company. The meter will also continue to be owned and maintained by Granite State Electric.

If you have questions regarding your interconnection and the contractual relationship, please contact myself or the team line below:

**Toll-Free 1-866-340-5182**

If you have an operating/dispatch related question, please contact the Distribution Control Center line for Granite State:

**Toll-Free 1-877-247-3607**

Please do not hesitate to contact me if you have any questions,

Thank you,

Kathryn Cox

Lead Account Manager

*[Enclosures]*

## Assignment and Assumption Agreement

This Assignment and Assumption Agreement ("**Agreement**") dated as of June [28], 2012 ("**Effective Date**"), is by and among GRANITE STATE ELECTRIC COMPANY, a New Hampshire corporation, with offices located at 9 Lowell Road, Salem, New Hampshire 03079 ("**Assigning Party**"), NEW ENGLAND POWER COMPANY, a Massachusetts corporation, with offices located at 40 Sylvan Road, Waltham, Massachusetts 02451 ("**Assuming Party**") and ENERGETIC ENTERPRISES INC., a Vermont corporation, with offices located at 17 Esterly Avenue, Rutland, Vermont 05701 ("**Consenting Party**"). Each of Assigning Party, Assuming Party and Consenting Party are sometimes referred to herein as a "**Party**" and collectively as the "**Parties.**"

WHEREAS, Assigning Party desires to assign to Assuming Party all of its rights and obligations under that certain Short-Term Standard Contract for Capacity Payments executed December 16, 1988, a copy of which is attached hereto as Exhibit A (the "**Assigned Contract**");

WHEREAS, Assuming Party desires to accept such assignment of rights and obligations under the Assigned Contracts; and

WHEREAS, Consenting Party desires to release Assigning Party from its obligations under the Assigned Contract, and substitute Assuming Party as a party to the Assigned Contract in Assigning Party's place, with effect from and after the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Assumption.

1.1 Assignment. Assigning Party irrevocably (a) assigns to Assuming Party all of its rights under the Assigned Contract and (b) assigns to Assuming Party all of its obligations under the Assigned Contract.

1.2 Assumption. Assuming Party unconditionally accepts all of Assigning Party's rights and obligations in, to and under the Assigned Contract, and assumes and agrees to be bound by, fulfill, perform and discharge all of the liabilities, obligations, duties and covenants under or arising out of the Assigned Contract from and after the Effective Date.

## 2. Release and Substitution.

### 2.1 Release.

(a) Notwithstanding anything to the contrary in the Assigned Contract, Consenting Party releases and forever discharges Assigning Party, as well as its shareholders, directors, officers, employees, agents and representatives, from all further obligations arising under the Assigned Contract, and from all manner of actions, causes of action, suits, debts, damages, expenses, claims and demands whatsoever that Consenting Party has or may have against any of the foregoing entities, arising out of or in any way connected to performance under the Assigned Contract on and after the Effective Date. For avoidance of doubt, nothing herein affects any rights, liabilities or obligations of Consenting Party or Assigning Party accrued or due to be performed prior to the Effective Date.

(b) Notwithstanding anything to the contrary in the Assigned Contract, Assigning Party releases and forever discharges Consenting Party, as well as its shareholders, directors, officers, employees, agents and representatives, from all further obligations arising under the Assigned Contract, and from all manner of actions, causes of action, suits, debts, damages, expenses, claims and demands whatsoever that Assigning Party has or may have against any of the foregoing entities, arising out of or in any way connected to performance under the Assigned Contract on and after the Effective Date. For avoidance of doubt, nothing herein affects any rights, liabilities or obligations of Consenting Party or Assigning Party accrued or due to be performed prior to the Effective Date.

2.2 Substitution. Consenting Party recognizes Assuming Party as Assigning Party's successor-in-interest in and to the Assigned Contract. Assuming Party by this Agreement becomes entitled to all right, title and interest of Assigning Party in and to the Assigned Contract in as much as Assuming Party is the substituted party to the Assigned Contract as of and after the Effective Date.

## 3. Representations and Warranties.

3.1 Each Party represents and warrants to each other Party as follows:

(a) It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and

(b) When executed and delivered by it, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms.

4. Miscellaneous.

4.1 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. To the extent that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be modified so as to give as much effect to the original intent of such provision as is consistent with applicable law and without affecting the validity, legality or enforceability of the remaining provisions of this Agreement.

4.2 Amendment and Modification. No amendment or other modification of this Agreement shall be effective unless it is in writing and signed by an authorized representative of each Party to this Agreement.

4.3 Waiver.

(a) No waiver in connection with this Agreement shall be effective unless it is in writing and signed by an authorized representative of the Party waiving its right hereunder.

(b) Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.

(c) None of the following constitutes a waiver or estoppel in connection with this Agreement:

(i) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this Agreement; or

(ii) any act, omission or course of dealing between or among the Parties.

4.4 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by any Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between or among the Parties or otherwise.

4.5 No Third Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

4.6 Choice of Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Hampshire and applicable Federal law,

without regard to the conflict of laws provisions thereof to the extent such provisions would require or permit the application of the laws of any other jurisdiction. Venue in any action with respect to this Agreement shall be in the State of New Hampshire; the Parties agree to submit to the personal jurisdiction of courts in the State of New Hampshire with respect to any such actions.

4.7 Headings; Counterparts. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement. The exchange of copies of this Agreement together with signature pages hereto by facsimile or other electronic transmission (including, without limitation, scanned PDF transmitted by email) shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. The signature of any Party transmitted by facsimile or other electronic means (including, without limitation, scanned PDF transmitted by email) shall be deemed to be the original signature of such Party for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

GRANITE STATE ELECTRIC  
COMPANY, as Assigning Party

By David H. Campbell  
Name: David H. Campbell  
Title: VP Finance NEI Ferc

NEW ENGLAND POWER  
COMPANY, as Assuming Party

By William L Malee  
Name: William L Malee  
Title: Director, TRANSMISSIONS COMMERCIAL

ENERGETIC ENTERPRISES INC.,  
as Consenting Party

By Timothy N Taylor  
Name: Timothy N Taylor  
Title: President

**EXHIBIT A**  
**ASSIGNED CONTRACT**

SHORT-TERM STANDARD CONTRACT  
FOR CAPACITY PAYMENTS

This Agreement is between Energetic Enterprises, Inc. (QF), a qualifying facility as defined by the Public Utility Regulatory Policies Act (1978), and Granite State Electric Company (Company) for purchases by the Company from the QF.

The Company agrees to purchase and the QF agrees to sell all electricity generated at Baltic Mill Enterprises, Enfield, N.H., to the Company under the terms and conditions of the Company's Qualifying Facility Power Purchase Rate (QF Rate) as currently in effect or as amended as long as this contract is in effect. The QF agrees to comply with the terms and conditions of the QF Rate tariff and associated policies of the Company that are on file with the Public Utilities Commission (PUC) as currently in effect or as modified, amended, or revised by the Company, and to pay any metering and interconnection costs required under those tariffs and policies.

The Company will pay the QF at the QF rate approved by the PUC. For the purposes of payment, the Company and QF agree that purchases will be metered on a time-of-use basis and that the QF supplies the electricity at the distribution voltage level on the Company's system.

This contract may be terminated on one year's written notice by the Company or the QF.

AGREED AND ACCEPTED:

*Timothy N. Taylor* V.P.  
Energetic Enterprises, Inc.  
Baltic Mill Div.  
Qualifying Facility

12/16/88  
Date

*William F. Ferguson*  
Granite State Electric Co.

12/16/88  
Date

**ATTACHMENT C:**

**NO LONG TERM RATE AGREEMENT AVAILABLE**

**N/A**

**ATTACHMENT D:**

**FACILITY IS NOT CERTIFIED BY ANY OTHER RENEWABLE PORTFOLIO  
STANDARDS**

N/A

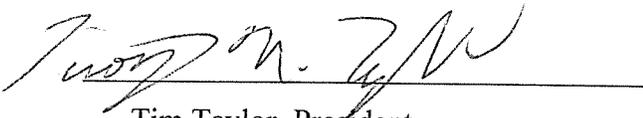
**ATTACHMENT E:**

**SIGNED/NOTARIZED ATTESTATION**

**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:

A handwritten signature in cursive script, appearing to read "Tim Taylor", is written over a horizontal line.

Tim Taylor, President  
Energetic Enterprises Inc.  
Baltic Mill Enterprises Inc.

11-13-13

Date

**AFFIDAVIT**

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

Applicant's  
Signature

[Handwritten Signature]

Date

11-13-13

Subscribed and sworn before me  
this

13<sup>th</sup>

Day  
of

November

(month) in the

2013

County of

Grafton

State of

New Hampshire

[Handwritten Signature]

Notary Public/Justice of the Peace

My Commission  
Expires

November 9, 2016

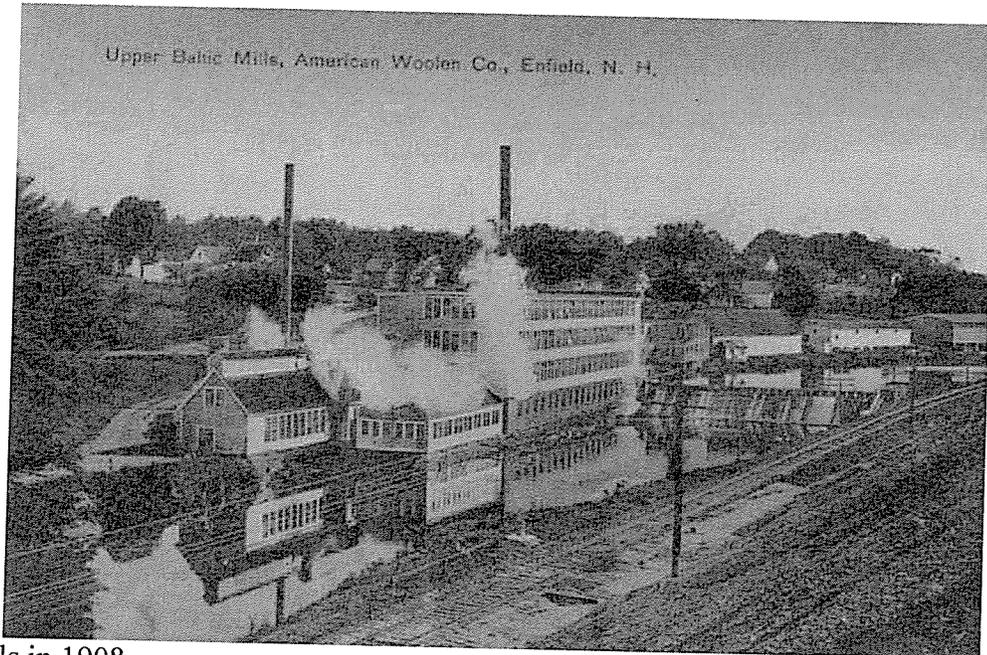
**JAMES G. THAYER  
NOTARY PUBLIC, NEW HAMPSHIRE  
MY COMMISSION EXPIRES  
NOVEMBER 9, 2016**

**ATTACHMENT F: OTHER PERTINENT INFORMATION**

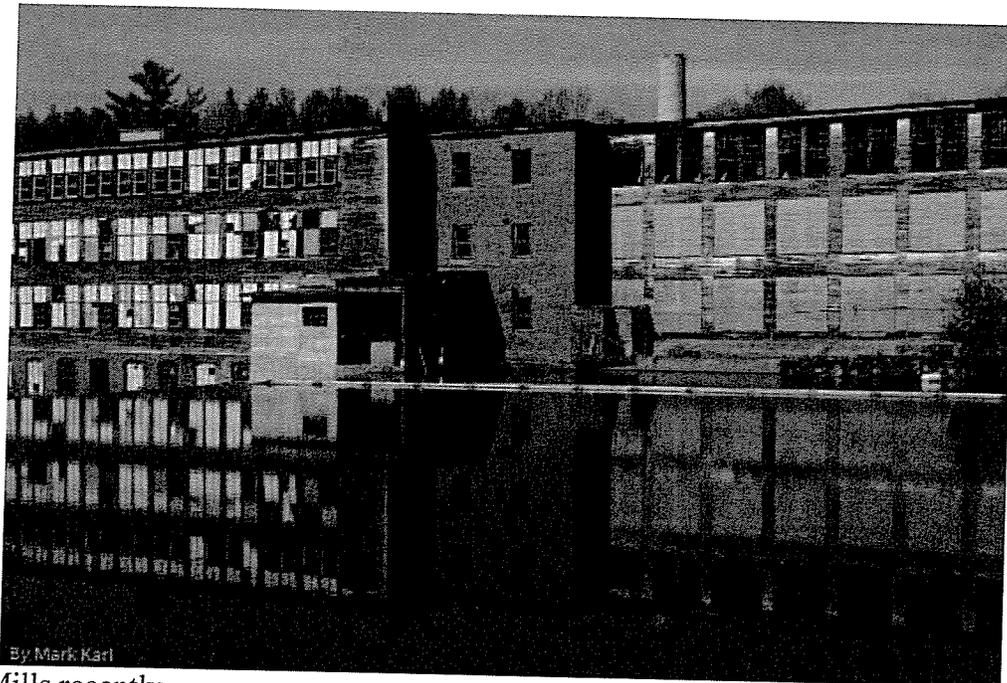
Baltic Mills made woolen goods for outerwear and blankets from the late 19<sup>th</sup> century through the 1970's.

An early history of Baltic Mills is found on page 123 at:

<http://books.google.com/books?id=mW8oAAAAAYAAJ&pg=PA123&lpg=PA123&dq=enfield+nh+woolen+mill&source=bl&ots=QWgI58AmpR&sig=XeAUHDsB07QvU84vYGSys-EF4Yg&hl=es&sa=X&ei=mD9GUveYFtb94APzq4GYAw&ved=0CD4Q6AEwAg#v=onepage&q=enfield%20nh%20woolen%20mill&f=false>



Baltic Mills in 1908



Baltic Mills recently