

RIPUC Use Only	
Date Application Received:	___/___/___
Date Review Completed:	___/___/___
Date Commission Action:	___/___/___
Date Commission Approved:	___/___/___

GIS Certification #: _____

RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM

**The Standard Application Form
Required of all Applicants for Certification of Eligibility of Renewable Energy Resource
(Version 7 – June 11, 2010)**

**STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION
Pursuant to the Renewable Energy Act
Section 39-26-1 et. seq. of the General Laws of Rhode Island**

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 PUBLIC UTILITIES COMMISSION

NOTICE:

When completing this Renewable Energy Resources Eligibility Form and any applicable Appendices, please refer to the State of Rhode Island and Providence Plantations Public Utilities Commission Rules and Regulations Governing the Implementation of a Renewable Energy Standard (RES Regulations, Effective Date: January 1, 2006), and the associated RES Certification Filing Methodology Guide. All applicable regulations, procedures and guidelines are available on the Commission's web site: www.ripuc.org/utilityinfo/res.html. Also, all filings must be in conformance with the Commission's Rules of Practice and Procedure, in particular, Rule 1.5, or its successor regulation, entitled "Formal Requirements as to Filings."

- Please complete the Renewable Energy Resources Eligibility Form and Appendices using a typewriter or black ink.
- Please submit one original and three copies of the completed Application Form, applicable Appendices and all supporting documentation to the Commission at the following address:
 Rhode Island Public Utilities Commission
 89 Jefferson Blvd
 Warwick, RI 02888
 Attn: Renewable Energy Resources Eligibility
- In addition to the paper copies, electronic/email submittals are required under Commission regulations. Such electronic submittals should be sent to: Luly E. Massaro, Commission Clerk at lmassaro@puc.state.ri.us
- In addition to filing with the Commission, Applicants are required to send, electronically or electronically and in paper format, a copy of the completed Application including all attachments and supporting documentation, to the Division of Public Utilities and Carriers and to all interested parties. A list of interested parties can be obtained from the Commission's website at www.ripuc.org/utilityinfo/res.html.
- Keep a copy of the completed Application for your records.
- The Commission will notify the Authorized Representative if the Application is incomplete.
- Pursuant to Section 6.0 of the RES Regulations, the Commission shall provide a thirty (30) day period for public comment following posting of any administratively complete Application.
- Please note that all information submitted on or attached to the Application is considered to be a public record unless the Commission agrees to deem some portion of the application confidential after consideration under section 1.2(g) of the Commission's Rules of Practice and Procedure.
- In accordance with Section 6.2 of the RES Regulations, the Commission will provide prospective reviews for Applicants seeking a preliminary determination as to whether a facility would be eligible prior to the formal certification process described in Section 6.1 of the RES Regulations. Please note that space is provided on the Form for applicant to designate the type of review being requested.
- Questions related to this Renewable Energy Resources Eligibility Form should be submitted in writing, preferably via email and directed to: Luly E. Massaro, Commission Clerk at lmassaro@puc.state.ri.us

SECTION I: Identification Information

1.1 Name of Generation Unit (sufficient for full and unique identification):
_____ Cohocton & Dutch Hill Wind Farm _____

1.2 Type of Certification being requested (check one):
 Standard Certification Prospective Certification (Declaratory Judgment)

1.3 This Application includes: (Check all that apply)¹

- APPENDIX A: Authorized Representative Certification for Individual Owner or Operator
- APPENDIX B: Authorized Representative Certification for Non-Corporate Entities Other Than Individuals
- APPENDIX C: Existing Renewable Energy Resources
- APPENDIX D: Special Provisions for Aggregators of Customer-sited or Off-grid Generation Facilities
- APPENDIX E: Special Provisions for a Generation Unit Located in a Control Area Adjacent to NEPOOL
- APPENDIX F: Fuel Source Plan for Eligible Biomass Fuels

1.4 Primary Contact Person name and title: _____ Ivan Zyla, Director of Origination of First Wind Energy, LLC, administrator for Canandaigua Power Partners, LLC (CPP)

1.5 Primary Contact Person address and contact information:
Address: _____ 179 Lincoln St., Suite 500 _____
_____ Boston, MA 02111 _____

Phone: _____ 617-960-9564 _____ Fax: _____ 617-960-2889 _____
Email: _____ izyla@firstwind.com _____

1.6 Backup Contact Person name and title: _____ Aaron DeCoste, Commercial Manager _____

1.7 Backup Contact Person address and contact information:
Address: _____ 179 Lincoln St., Suite 500 _____
_____ Boston, MA 02111 _____

Phone: _____ 617-960-9488 _____ Fax: _____ 617-960-2889 _____
1.8 Email: _____ adecoste@firstwind.com _____

¹ Please note that all Applicants are required to complete the Renewable Energy Resources Eligibility Standard Application Form and all of the Appendices that apply to the Generation Unit or Owner or Operator that is the subject of this Form. Please omit Appendices that do not apply.

1.9 Name and Title of Authorized Representative (*i.e.*, the individual responsible for certifying the accuracy of all information contained in this form and associated appendices, and whose signature will appear on the application):
_____ Elizabeth Weir, Assistant Secretary of New York Wind, LLC, the sole member of each of CPP and CPP II _____

Appendix A or B (as appropriate) completed and attached? Yes No N/A

1.10 Authorized Representative address and contact information:

Address: _____ 179 Lincoln St., Suite 500 _____
_____ Boston, MA 02111 _____

Phone: _____ 617-960-9650 _____ Fax: _____ 617-960-2889 _____
Email: _____

1.11 Owner name and title: _____ Canandaigua Power Partners, LLC _____

1.12 Owner address and contact information:

Address: _____ 179 Lincoln St., Suite 500 _____
_____ Boston, MA 02111 _____

Phone: _____ 617-960-9650 _____ Fax: _____ 617-960-2889 _____
Email: _____ general.counsel@firstwind.com _____

1.12 Owner business organization type (check one):

- Individual
- Partnership
- Corporation
- Other: _____ LLC _____

1.13 Operator name and title: _____ First Wind O&M, LLC _____

1.14 Operator address and contact information:

Address: _____ 179 Lincoln St., Suite 500 _____
_____ Boston, MA 02111 _____

Phone: _____ 617-960-9564 _____ Fax: _____ 617-960-2889 _____
Email: _____ izyla@firstwind.com _____

1.15 Operator business organization type (check one):

- Individual
- Partnership
- Corporation
- Other: _____ LLC _____

SECTION II: Generation Unit Information, Fuels, Energy Resources and Technologies

2.1 ISO-NE Generation Unit Asset Identification Number or NEPOOL GIS Identification Number (either or both as applicable): GIS#: IMP32827

2.2 Generation Unit Nameplate Capacity: 125 MW

2.3 Maximum Demonstrated Capacity: 125 MW

2.4 Please indicate which of the following Eligible Renewable Energy Resources are used by the Generation Unit: (Check ALL that apply) – *per RES Regulations Section 5.0*

- Direct solar radiation
- The wind
- Movement of or the latent heat of the ocean
- The heat of the earth
- Small hydro facilities
- Biomass facilities using Eligible Biomass Fuels and maintaining compliance with all aspects of current air permits; Eligible Biomass Fuels may be co-fired with fossil fuels, provided that only the renewable energy fraction of production from multi-fuel facilities shall be considered eligible.
- Biomass facilities using unlisted biomass fuel
- Biomass facilities, multi-fueled or using fossil fuel co-firing
- Fuel cells using a renewable resource referenced in this section

2.5 If the box checked in Section 2.4 above is “Small hydro facilities”, please certify that the facility’s aggregate capacity does not exceed 30 MW. – *per RES Regulations Section 3.32*

- ← check this box to certify that the above statement is true
- N/A or other (please explain) _____

2.6 If the box checked in Section 2.4 above is “Small hydro facilities”, please certify that the facility does not involve any new impoundment or diversion of water with an average salinity of twenty (20) parts per thousand or less. – *per RES Regulations Section 3.32*

- ← check this box to certify that the above statement is true
- N/A or other (please explain) _____

2.7 If you checked one of the Biomass facilities boxes in Section 2.1 above, please respond to the following:

A. Please specify the fuel or fuels used or to be used in the Unit: _____

B. Please complete and attach Appendix F, Eligible Biomass Fuel Source Plan.

Appendix F completed and attached? Yes No N/A

2.8 Has the Generation Unit been certified as a Renewable Energy Resource for eligibility in another state's renewable portfolio standard?

Yes No If yes, please attach a copy of that state's certifying order.

Copy of State's certifying order attached? Yes No N/A

SECTION III: Commercial Operation Date

Please provide documentation to support all claims and responses to the following questions:

3.1 Date Generation Unit first entered Commercial Operation: 01 / 27 / 2009 at the site.

See COD Notice

Documentation attached? Yes No N/A

3.2 Is there an Existing Renewable Energy Resource located at the site of Generation Unit?

Yes

No

3.3 If the date entered in response to question 3.1 is earlier than December 31, 1997 or if you checked "Yes" in response to question 3.2 above, please complete Appendix C.

Appendix C completed and attached? Yes No N/A

3.4 Was all or any part of the Generation Unit used on or before December 31, 1997 to generate electricity at any other site?

Yes

No

3.5 If you checked "Yes" to question 3.4 above, please specify the power production equipment used and the address where such power production equipment produced electricity (attach more detail if the space provided is not sufficient):

SECTION IV: Metering

4.1 Please indicate how the Generation Unit's electrical energy output is verified (check all that apply):

ISO-NE Market Settlement System

Self-reported to the NEPOOL GIS Administrator

Other (please specify below and see Appendix D: Eligibility for Aggregations):

Appendix D completed and attached?

Yes No N/A

SECTION V: Location

5.1 Please check one of the following that apply to the Generation Unit:

- Grid Connected Generation
- Off-Grid Generation (not connected to a utility transmission or distribution system)
- Customer Sited Generation (interconnected on the end-use customer side of the retail electricity meter in such a manner that it displaces all or part of the metered consumption of the end-use customer)

5.2 Generation Unit address: 10535 Rynders Rd.
Cohocton, NY 14826

5.3 Please provide the Generation Unit's geographic location information:

A. Universal Transverse Mercator Coordinates: 700631 E, 4709788, N

B. Longitude/Latitude: 42 30.8668 N / 77 26.5360 W

5.4 The Generation Unit located: (please check the appropriate box)

- In the NEPOOL control area
- In a control area adjacent to the NEPOOL control area
- In a control area other than NEPOOL which is not adjacent to the NEPOOL control area ← *If you checked this box, then the generator does not qualify for the RI RES – therefore, please do not complete/submit this form.*

5.5 If you checked “In a control area adjacent to the NEPOOL control area” in Section 5.4 above, please complete Appendix E.

Appendix E completed and attached?

Yes No N/A

SECTION VI: Certification

6.1 Please attach documentation, using one of the applicable forms below, demonstrating the authority of the Authorized Representative indicated in Section 1.8 to certify and submit this Application.

Corporations

If the Owner or Operator is a corporation, the Authorized Representative shall provide **either**:

- (a) Evidence of a board of directors vote granting authority to the Authorized Representative to execute the Renewable Energy Resources Eligibility Form, **or**
- (b) A certification from the Corporate Clerk or Secretary of the Corporation that the Authorized Representative is authorized to execute the Renewable Energy Resources Eligibility Form or is otherwise authorized to legally bind the corporation in like matters.

Evidence of Board Vote provided? Yes No N/A

Corporate Certification provided? Yes No N/A

Individuals

If the Owner or Operator is an individual, that individual shall complete and attach APPENDIX A, or a similar form of certification from the Owner or Operator, duly notarized, that certifies that the Authorized Representative has authority to execute the Renewable Energy Resources Eligibility Form.

Appendix A completed and attached? Yes No N/A

Non-Corporate Entities

(Proprietorships, Partnerships, Cooperatives, etc.) If the Owner or Operator is not an individual or a corporation, it shall complete and attach APPENDIX B or execute a resolution indicating that the Authorized Representative named in Section 1.8 has authority to execute the Renewable Energy Resources Eligibility Form or to otherwise legally bind the non-corporate entity in like matters.

Appendix B completed and attached? Yes No N/A

6.2 Authorized Representative Certification and Signature:

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 immediately 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 possible fines and punishment. My signature below certifies all information submitted on this Renewable Energy Resources Eligibility Form. The Renewable Energy Resources Eligibility Form includes the Standard Application Form and all required Appendices and attachments. I acknowledge that the Generation Unit is obligated to and will notify the Commission promptly in the event of a change in a generator's eligibility status (including, without limitation, the status of the air permits) and that when and if, in the Commission's opinion, after due consideration, there is a material change in the characteristics of a Generation Unit or its fuel stream that could alter its eligibility, such Generation Unit must be re-certified in accordance with Section 9.0 of the RES Regulations. I further acknowledge that the Generation Unit is obligated to and will file such quarterly or other reports as required by the Regulations and the Commission in its certification order. I understand that the Generation Unit will be immediately de-certified if it fails to file such reports.

Signature of Authorized Representative:

SIGNATURE:

E. Wein

DATE:

September 29, 2010

Assistant Secretary of New York Wind, LLC, the Member of Canandaigua Power Partners, LLC
(Title)

GIS Certification #:

APPENDIX A
(Required When Owner or Operator is An Individual)

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION

RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM

Pursuant to the Renewable Energy Act
Section 39-26-1 et. seq. of the General Laws of Rhode Island

I, _____, as Owner or Operator of the Generation Unit named in Section 1.1 of the attached Renewable Energy Resources Eligibility Form, under the pains and penalties of perjury, hereby certify that _____, named in Section 1.8 of the attached Application, is authorized to execute this Renewable Energy Resource Eligibility Form.

SIGNATURE:

DATE:

(Title)

State: _____

County: _____

(TO BE COMPLETED BY NOTARY) I, _____ as a notary public, certify that I witnessed the signature of the above named _____, and said individual verified his/her identity to me on this date: _____.

SIGNATURE:

My commission expires on: _____

NOTARY SEAL:

GIS Certification #:

APPENDIX B
(Required When Owner or Operator is a Non-Corporate Entity
Other Than An Individual)

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION

RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM
Pursuant to the Renewable Energy Act
Section 39-26-1 et. seq. of the General Laws of Rhode Island

RESOLUTION OF AUTHORIZATION

Resolved: that _____ Elizabeth Weir _____, named
in Section 1.8 of the Renewable Energy Resources Eligibility Form as Authorized
Representative, is authorized to execute the Application on the behalf of _____ Canandaigua
Power Partners, LLC _____, the Owner or Operator of the
Generation Unit named in section 1.1 of the Application.

SIGNATURE:

DATE:

State: _____

County: _____

(TO BE COMPLETED BY NOTARY) I, _____ as a
notary public, certify that I witnessed the signature of the above named _____,
and that said person stated that he/she is authorized to execute this resolution, and the individual
verified his/her identity to me, on this date: _____.

SIGNATURE:

DATE:

My commission expires on: _____

NOTARY SEAL:

APPENDIX C
(Revised 6/11/10)
(Required of all Applicants with Generation Units at the Site of Existing
Renewable Energy Resources)

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION

RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM

Pursuant to the Renewable Energy Act
Section 39-26-1 et. seq. of the General Laws of Rhode Island

If the Generation Unit: (1) first entered into commercial operation before December 31, 1997; or (2) is located at the exact site of an Existing Renewable Energy Resource, please complete the following and attach documentation, as necessary to support all responses:

- C.1 Is the Generating Unit seeking certification, either in whole or in part, as a New Renewable Energy Resource? Yes No
- C.2 If you answered "Yes" to question C.1, please complete the remainder of Appendix C. If you answered "No" and are seeking certification entirely as an Existing Renewable Energy Resource, you do NOT need to complete the remainder of Appendix C.
- C.3 If an Existing Renewable Energy Resource is/was located at the site, has such Existing Renewable Energy Resource been retired and replaced with the new Generation Unit at the same site? Yes No
- C.4 Is the Generation Unit a Repowered Generation Unit (as defined in Section 3.29 of the RES Regulations) which uses Eligible Renewable Energy Resources and which first entered commercial operation after December 31, 1997 at the site of an existing Generation Unit? Yes No
- C.5 If you checked "Yes" to question C.4 above, please provide documentation to support that the entire output of the Repowered Generation Unit first entered commercial operation after December 31, 1997.
- C.6 Is the Generation Unit a multi-fuel facility in which an Eligible Biomass Fuel is first co-fired with fossil fuels after December 31, 1997? Yes No

- C.7 If you checked “Yes” to question C.6 above, please provide documentation to support that the renewable energy fraction of the energy output first occurred after December 31, 1997.
- C.8 Is the Generation Unit an Existing Renewable Energy Resource other than an Intermittent Resource (as defined in Sections 3.10 and 3.15 of the RES Regulations)? Yes No
- C.9 If you checked “Yes” to question C.8 above, please attach evidence of completed capital investments after December 31, 1997 attributable to efficiency improvements or additions of capacity that are sufficient to, were intended to, and can be demonstrated to increase annual electricity output in excess of ten percent (10%). As specified in Section 3.23.v of the RES Regulations, the determination of incremental production shall not be based on any operational changes at such facility **not directly** associated with the efficiency improvements or additions of capacity.

Please provide the single proposed percentage of production to be deemed incremental, attributable to the efficiency improvements or additions of capacity placed in service after December 31, 1997. Please make this calculation by comparing actual electrical output over the three calendar years 1995-1997 (the “Historical Generation Baseline”) with the actual output following the improvements. The incremental production above the Historical Generation Baseline will be considered “New” generation for the purposes of RES. Please give the percentage of the facility’s total output that qualifies as such to be considered “New” generation.

- C.10 Is the Generating Unit an Existing Renewable Energy Resource that is an Intermittent Resource? Yes No
- C.11 If you checked “Yes” to question C.10 above, please attach evidence of completed capital investments after December 31, 1997 attributable to efficiency improvements or additions of capacity that are sufficient to, were intended to, and have demonstrated on a normalized basis to increase annual electricity output in excess of ten percent (10%). The determination of incremental production shall not be based on any operational changes at such facility **not directly** associated with the efficiency improvements or additions of capacity. In no event shall any production that would have existed during the Historical Generation Baseline period in the absence of the efficiency improvements or additions to capacity be considered incremental production. Please refer to Section 3.23.vi of the RES Regulations for further guidance.
- C.12 If you checked “Yes” to C.10, provide the single proposed percentage of production to be deemed incremental, attributable to the efficiency improvements or additions of capacity placed in service after December 31, 1997. The incremental production above the Historical Generation Baseline will be considered “New” generation for the purposes of RES. Please make this calculation by comparing actual monthly electrical output over the three calendar years 1995-1997 (the “Historical Generation Baseline”) with the actual output following the improvements on a normalized basis. Please provide back-up

information sufficient for the Commission to make a determination of this incremental production percentage.

For example, for small hydro facilities, please use historical river flow data to create a monthly normalized comparison (e.g. average MWh produced per cubic foot/second of river flow for each month) between actual output values post-improvements with the Historical Generation Baseline. For solar and wind facilities, please use historical solar irradiation, wind flow, or other applicable data to normalize the facility's current production against the Historical Generation Baseline.

C.13 If you checked "no" to both C.3 and C.4 above, please complete the following:

- a. Was the Existing Renewable Energy Resource located at the exact site at any time during calendar years 1995 through 1997? Yes No
- b. If you checked "yes" in Subsection (a) above, please provide the Generation Unit Asset Identification Number and the average annual electrical production (MWhs) for the three calendar years 1995 through 1997, or for the first 36 months after the Commercial Operation Date if that date is after December 31, 1994, for each such Generation Unit.
- c. Please attach a copy of the derivation of the average provided in (b) above, along with documentation support (such as ISO reports) for the information provided in Subsection (b) above. Data must be consistent with quantities used for ISO Market Settlement System.

**APPENDIX D
(Revised 6/11/10)
(Required of Applicants Seeking Eligibility for Customer-Sited and/or Off-Grid Generation Facilities and Associated Aggregations)**

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION**

**RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM
Pursuant to the Renewable Energy Act
Section 39-26-1 et. seq. of the General Laws of Rhode Island**

Customer-sited and Off-grid Generation Facilities located in Rhode Island may be certified as an eligible resource if their NEPOOL GIS Certificates are created by way of an aggregation of Generation Units using the same generation technology, and so long as the aggregation is certified by the Commission. Please complete the following and attach documentation, as necessary to support all responses:

D.1 Please identify the location(s) in Rhode Island of each Generation Unit that is interconnected on the End-use Customer's side of the retail electricity meter in such a manner that it displaces all or part of the metered consumption of the End-use Customer, or not connected to a utility transmission or distribution system.

D.2 Please attach proposed procedures under which the aggregate Generation Units will operate ("Aggregation Agreement"). In accordance with Section 6.8.(iii) of the RES Regulations, the proposed Aggregation Agreement shall contain the following information:

- (a) Name and contact information of the Aggregator Owner, to which these regulations and stipulations of certification shall apply, and who shall be the initial owner of any NEPOOL GIS Certifications so certified;
- (b) Name, contact information, and qualifications of the Verifier. Qualifications shall include any information the applicant believes will assist the Commission in determining that the Verifier will accurately and efficiently carry out its duties. After receipt of the application, the Commission may require additional evidence of qualifications;

- (c) A declaration of any and all business or financial relations between Aggregator Owner and Verifier, which the Commission will use to evaluate the independence of the Verifier.²
 - (c.1) The Aggregation Agreement shall include a statement indicating under what circumstances the Verifier would not be considered sufficiently independent of the individual Generation Unit, and that Generation Units not meeting this independence test would not be allowed to participate in the aggregation;
- (d) Type of technology that will be included in the aggregation, and statement that the aggregation will include only individual Generation Units that meet all the requirements of these regulations, for example physical location, vintage, etc. (All generators within the aggregation must be of the same technology and fuel type);
- (e) Proposed operating procedures for the aggregation, by which the Aggregation Owner shall ensure that individual Generation Units in the aggregation comply with all eligibility requirements and that the NEPOOL GIS Certificates created accurately represent generation;³
- (f) Description of how the Verifier will be compensated for its services by the aggregator. In no instances will an aggregation be certified in which the Verifier is compensated in a manner linked to the number of NEPOOL GIS Certificates created by the aggregation; and
- (g) Confirmation and a description of how, no less frequently than quarterly, the Verifier will directly enter into the NEPOOL GIS the quantity of energy production in the applicable time period from each Generation Unit in the aggregation. The entry of generation data by the Verifier must be through an interface designated for this purpose by the NEPOOL GIS and in accordance with NEPOOL GIS Operating Rules applicable to Third-Party Meter Readers, and to which the Aggregation Owner shall not have access⁴.

D.3 Applicant must acknowledge that:

² Reasons for ruling that a Verifier is not sufficiently independent include, but are not limited to: i) If one entity owns, directly or indirectly, or if a natural person so owns, 10% or more of the voting stock or other equity interest in the other entity; ii) If 10% or more of the voting stock or other equity interests in both entities are owned, directly or indirectly, by the same entity or a natural person; or iii) If one entity is a natural person, and such entity or a member of such entity's immediate family is an officer, director, partner, employee or representative of the other entity.

³ At a minimum, these procedures will: i) require a determination by the Aggregation Owner that the Generation Unit is in compliance with these Renewable Energy Standard regulations and the Aggregation Agreement as approved by the Commission, and an independent determination by the Verifier that the Generation Unit exists; ii) require a meter reading procedure that allows the Verifier to read meters on the Generation Units; meter readings may be manual or remote and via the aggregators own system or via an independent system, but in all cases shall comply with NEPOOL GIS Operating Rules regarding metering; iii) require confirmation that Verifier will be entering the quantity of energy production in to the NEPOOL GIS system as described in paragraph (g) for NEPOOL GIS to create NEPOOL GIS Certificates; and OL GIS Certificates; and ; iv) include a procedure for the Verifier to report to the Commission on the results of their verification process.

⁴ Such generation data shall not include any generation data from previous time periods, except as provided for in this section. Output of less than one MWh by any single Generation Unit within the aggregation may be applied to the entire aggregation's generation, and generation of the aggregation less than one full MWh may be applied to the subsequent quarter in accordance with NEPOOL GIS Operating Rules.

(a) any changes to or deviations from the Aggregation Agreement will be considered a change in generator status, and will require recertification by the Commission;

← please check this box to acknowledge this requirement

N/A or other (please explain) _____

(b) the Commission will be promptly notified of any changes to or deviations from the Aggregation Agreement; and

← please check this box to acknowledge this requirement

N/A or other (please explain) _____

(c) in the event that notice of such changes or deviations is not promptly given, all Generation Units in the aggregation may be de-certified.

← please check this box to acknowledge this requirement

N/A or other (please explain) _____

D.4 Applicant must certify that:

If the Generation Unit (or aggregation of generation units) is a Customer-sited or Off-grid Generation Resource, as defined in Section 39-26-2.4 of the General Laws of Rhode Island and Section 3.26 of the RES Regulations, respectively, the associated Generation Attributes have not otherwise been, nor will be sold, retired, claimed or represented as part of electrical energy output or sales, or used to satisfy obligations in jurisdictions other than Rhode Island.

← please check this box to certify that this statement is true

N/A or other (please explain) _____

**APPENDIX E
(Revised 6/11/10)****(Required of all Applicants Located in a Control Area Adjacent to NEPOOL)****STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION****RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM****Pursuant to the Renewable Energy Act
Section 39-26-1 et. seq. of the General Laws of Rhode Island**

Please complete the following and attach documentation, as necessary to support all responses:

E.1 Please indicate in which Control Area adjacent to NEPOOL the Generation Unit is located:

- New York
 Hydro Quebec
 Maritimes (including Northern Maine Independent System Administrator)

E.2 Applicant must provide to the Commission by July 1st of each year assurances that the Generation Unit's New Renewable Energy Resources used for compliance with the Rhode Island's Renewable Energy Act during the previous Compliance Year have not otherwise been, nor will be, sold, retired, claimed or represented as part of electrical energy output or sales, or used to satisfy obligations in jurisdictions other than Rhode Island. Such assurances may consist of a report from a neighboring Generation Attribute accounting system or an affidavit from the Generation Unit.

- ← please check this box to acknowledge this requirement
 N/A or other (please explain) _____

E.3 Applicant must acknowledge and provide evidence to support that, in accordance with Section 5.1.(ii) of the RES Regulations, the Generation Attributes associated with the Generation Unit shall be applied to the Rhode Island Renewable Energy Standard only to the extent of the energy produced by the Generation Unit that is or will be actually delivered into NEPOOL for consumption by New England customers. Verification of the delivery of such energy from the Generation Unit into NEPOOL will be performed in accordance with subparagraphs (a), (b) and (c) of RES Regulations Section 5.1.(ii)

- ← please check this box to acknowledge this requirement.

(a) Under subparagraph 5.1.(ii)(a), Applicant must verify that the energy produced by the Generation Unit is actually delivered into NEPOOL via "a unit-specific bilateral contract for the sale and delivery of such energy into NEPOOL".

← please check this box to acknowledge the requirement for Applicant to provide ongoing evidence of one or more unit-specific bilateral contract(s) for all energy delivery into NEPOOL for which Applicant seeks RI RES certification, prior to creation of certificates in each quarter, and:

- i. Please describe the type of evidence to be provided to the GIS Administrator to demonstrate the existence of such unit-specific bilateral contract(s) for the sale and delivery of such energy into NEPOOL, including duration, quantity and counter-party in NEPOOL:
Attached to this application are legally binding contracts for scheduling services and power sales agreement.

(attach more detail if the space provided is not sufficient)

N/A or other (please explain): _____

APPENDIX F
(Revised 6/11/10)
Eligible Biomass Fuel Source Plan
(Required of all Applicants Proposing to Use An Eligible Biomass Fuel)

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION
Part of Application for Certificate of Eligibility
RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM
Pursuant to the Renewable Energy Act
Section 39-26-1 et. seq. of the General Laws of Rhode Island

Note to Applicants: Please refer to the RES Certification Filing Methodology Guide posted on the Commission's web site (www.ripuc.org/utilityinfo/res.html) for information, templates and suggestions regarding the types and levels of detail appropriate for responses to specific application items requested below. Also, please see Section 6.9 of the RES Regulations for additional details on specific requirements.

The phrase "Eligible Biomass Fuel" (per RES Regulations Section 3.7) means fuel sources including brush, stumps, lumber ends and trimmings, wood pallets, bark, wood chips, shavings, slash, yard trimmings, site clearing waste, wood packaging, and other clean wood that is not mixed with other unsorted solid wastes⁵; agricultural waste, food and vegetative material; energy crops; landfill methane⁶ or biogas⁷, provided that such gas is collected and conveyed directly to the Generation Unit without use of facilities used as common carriers of natural gas; or neat biodiesel and other neat liquid fuels that are derived from such fuel sources.

In determining if an Eligible Biomass Generation Unit shall be certified, the Commission will consider if the fuel source plan can reasonably be expected to ensure that only Eligible Biomass Fuels will be used, and in the case of co-firing ensure that only that proportion of generation attributable to an Eligible Biomass Fuel be eligible. Certification will not be granted to those Generation Units with fuel source plans the Commission deems inadequate for these purposes.

⁵ Generation Units using wood sources other than those listed above may make application, as part of the required fuel source plan described in Section 6.9 of the RES Regulations, for the Commission to approve a particular wood source as "clean wood." The burden will be on the applicant to demonstrate that the wood source is at least as clean as those listed in the legislation. Wood sources containing resins, glues, laminates, paints, preservatives, or other treatments that would combust or off-gas, or mixed with any other material that would burn, melt, or create other residue aside from wood ash, will not be approved as clean wood.

⁶ Landfill gas, which is an Eligible Biomass Fuel, means only that gas recovered from inside a landfill and resulting from the natural decomposition of waste, and that would otherwise be vented or flared as part of the landfill's normal operation if not used as a fuel source.

⁷ Gas resulting from the anaerobic digestion of sewage or manure is considered to be a type of biogas, and therefore an Eligible Biomass Fuel that has been fully separated from the waste stream.

This Appendix must be attached to the front of Applicant's Fuel Source Plan required for Generating Units proposing to use an Eligible Biomass Fuel (per Section 6.9 of RES Regulations).

F.1 The attached Fuel Source Plan includes a detailed description of the type of Eligible Biomass Fuel to be used at the Generation Unit.

Detailed description attached? Yes No N/A

Comments: _____

F.2 If the proposed fuel is "other clean wood," the Fuel Source Plan should include any further substantiation to demonstrate why the fuel source should be considered as clean as those clean wood sources listed in the legislation.

Further substantiation attached? Yes No N/A

Comments: _____

F.3 In the case of co-firing with ineligible fuels, the Fuel Source Plan must include a description of (a) how such co-firing will occur; (b) how the relative amounts of Eligible Biomass Fuel and ineligible fuel will be measured; and (c) how the eligible portion of generation output will be calculated. Such calculations shall be based on the energy content of all of the proposed fuels used.

Description attached? Yes No N/A

Comments: _____

F.4 The Fuel Source Plan must provide a description of what measures will be taken to ensure that only the Eligible Biomass Fuel are used, examples of which may include: standard operating protocols or procedures that will be implemented at the Generation Unit, contracts with fuel suppliers, testing or sampling regimes.

Description provided? Yes No N/A

Comments: _____

F.5 Please include in the Fuel Source Plan an acknowledgement that the fuels stored at or brought to the Generation Unit will only be either Eligible Biomass Fuels or fossil fuels used for co-firing and that Biomass Fuels not deemed eligible will not be allowed at the premises of the certified Generation Unit. And please check the following box to certify that this statement is true.

- ← check this box to certify that the above statement is true
 - N/A or other (please explain) _____
-

F.6 If the proposed fuel includes recycled wood waste, please submit documentation that such fuel meets the definition of Eligible Biomass Fuel and also meets material separation, storage, or handling standards acceptable to the Commission and furthermore consistent with the RES Regulations.

Documentation attached? Yes No N/A

Comments: _____

F.7 Please certify that you will file all reports and other information necessary to enable the Commission to verify the on-going eligibility of the renewable energy generators pursuant to Section 6.3 of the RES Regulations. Specifically, RES Regulations Section 6.3(i) states that Renewable Energy Resources of the type that combust fuel to generate electricity must file quarterly reports due 60 days after the end of each quarter on the fuel stream used during the quarter. Instructions and filing documents for the quarterly reports can be found on the Commissions website or can be furnished upon request.

- ← check this box to certify that the above statement is true
 - N/A or other (please explain) _____
-

F.8 Please attach a copy of the Generation Unit's Valid Air Permit or equivalent authorization.

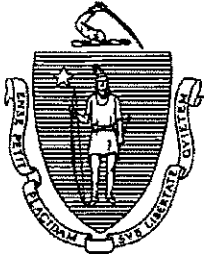
Valid Air Permit or equivalent attached? Yes No N/A

Comments: _____

F.9 Effective date of Valid Air Permit or equivalent authorization:

___ ___ / ___ ___ / ___ ___

F.10 State or jurisdiction issuing Valid Air Permit or equivalent authorization:



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES

100 CAMBRIDGE ST., SUITE 1020

BOSTON, MA 02114

Internet: www.Mass.Gov/DOER

Email: Energy@State.MA.US

Deval L. Patrick

Governor

Timothy P. Murray

Lieutenant Governor

Ian A. Bowles

Secretary, Executive Office of Energy
and Environmental Affairs

Philip Giudice

Commissioner

TELEPHONE

617-626-7300

FACSIMILE

617-727-0030

617-727-0093

September 14, 2009

Evelyn Lim

Secretary

Canandaigua Power Partners, LLC

85 Wells Avenue, Suite 305

Newton, MA 02459

**RE: RPS Class I Eligibility Decision
Cohocton Wind Farm, 125 MW in Cohocton, NY (WD-1119-09)**

Dear Ms. Lim,

On behalf of the Department of Energy Resources (the Department), I am pleased to inform you that the Statement of Qualification Application for the Cohocton Wind Farm pursuant to the Massachusetts Renewable Energy Portfolio Standard (RPS) – Class I Regulations is hereby approved. The Department finds that the Generation Unit meets the requirements for eligibility as an RPS Class I Renewable Generation Unit pursuant to 225 CMR 14.05.

Each Massachusetts Class I Renewable Generation Unit is assigned a unique Massachusetts RPS Class I Identification Number (MA RPS Class I ID#). The MA RPS Class I ID# stated on the Statement of Qualification must be included in all correspondence with the Department. The Cohocton Wind Farm's MA RPS Class I ID# is WD-1119-09.

The Department calls your attention to provisions numbered one through five of the Statement of Qualification. Those apply to all Units that export their electricity to the ISO New England Control Area from adjacent control areas. Note the reporting requirements contained in those provisions. The "attestation" required under provision five is currently being drafted and will be sent for your signature as soon as it is ready.

In addition, the Department calls your attention to provision number six, a new Capacity Commitment provision that applies to all Generation Units. That amount of the generation capacity of the Generation Unit whose electrical energy output is claimed as RPS Class I Renewable Generation shall not be committed to any Control Area other than the ISO-NE Control Area. This provision is pursuant to 225 CMR 14.05(1)(e)1.

The Department wishes to remind you of the notification requirements for changes in eligibility status contained in 225 CMR 14.06(3) and for changes in capacity, contact information, and identity of the Owner or Operator contained in 225 CMR 14.06(6). The Owner or Operator of the Generation Unit shall submit notification of such changes to the Department no later than five days following the end of the month during which such changes were implemented.

Finally, the Department wishes to remind you to be cognizant of the Operating Rules and the reporting requirements of the NEPOOL GIS, which may be amended from time to time, and compliance with which may affect the RPS qualification of your Generation Unit's GIS certificates.

If you have any questions or concerns about the Statement of Qualification or any aspect of the RPS program, please contact Howard Bernstein, RPS Program Manager, at the Department's address, or (617) 626-7355, or howard.bernstein@state.ma.us.

Sincerely,



Robert Sydney
General Counsel

Encl: Statement of Qualification

Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
DEPARTMENT OF ENERGY RESOURCES
STATEMENT OF QUALIFICATION

Pursuant to the Renewable Energy Portfolio Standard – Class I
225 CMR 14.00

This Statement of Qualification, provided by the Massachusetts Department of Energy Resources (DOER or the Department), signifies that the Generation Unit identified below, as described in a Statement of Qualification Application dated March, 24, 2009, meets the requirements for eligibility as an RPS Class I Renewable Generation Unit, pursuant to the Renewable Energy Portfolio Standard – Class I, 225 CMR 14.05. Therefore, this Generation Unit is duly qualified as an RPS Class I Renewable Generation Unit, as of this 10th day of July, 2009.

Generation Unit Name, Capacity,
and Location:

Cohocton Wind Farm 125 MW Cohocton, NY

Authorized Representative's Name
and Address:

Evelyn Lim Secretary Canandaigua Power Partners, LLC 85Wells Avenue, Suite 305 Newton, MA 02459

This RPS Class I Renewable Generation Unit is assigned a unique Massachusetts RPS Identification Number, listed below. Please include the ID number on all correspondence with DOER.

MA RPS Class I ID #: WD-1119-09

This Unit's NEPOOL GIS Identification Number is:

IMP-32827

Qualification of this Generation Unit is subject to the following provisions based on 225 CMR 14.05(5):

1. The Generation Unit Owner, Operator, or authorized agent shall provide to the Division by July 1st of each year a certification that the Generation Unit's New Renewable Generation Attributes used for compliance with the Massachusetts Renewable Energy Portfolio Standard – Class I during the previous Compliance Year have not otherwise been, nor will be, sold, retired, claimed or represented as part of electricity output or sales, or used to satisfy obligations in jurisdictions other than Massachusetts.
2. The portion of the total electrical energy output that qualifies as RPS Class I Renewable Generation in a given time period shall meet the requirements in Rule 2.7(c) and all other relevant sections of the NEPOOL GIS Operating Rules, or any successor rule; and

the Generation Unit Owner, Operator, or authorized agent must provide documentation, satisfactory to the Division, that:

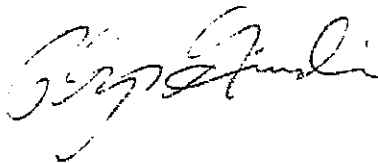
- a. the electrical energy was delivered to and settled in the ISO-NE Settlement Market System pursuant to a Legal Obligation that was executed between the Generation Unit Owner or Operator and an electrical energy purchaser located in the ISO-NE Control Area for delivery of the Unit's electrical energy to the ISO-NE Control Area, including provisions for obtaining associated transmission rights for delivery of the Unit's electrical energy from the Unit to the ISO-NE Control Area.
 - b. the Generation Unit produced, during each hour of the applicable month, the quantity of MWhs claimed, as verified by the NEPOOL GIS administrator; if the originating Control Area employs a Generation Information System that is comparable to the NEPOOL GIS, such system may be used to support such documentation;
 - c. the electrical energy delivered under the Legal Obligation received a NERC Tag confirming transmission from the originating Control Area to the ISO-NE Control Area; and
 - d. the New Renewable Generation Attributes have not otherwise been, nor will be, sold, retired, claimed, used or represented as part of electrical energy output or sales, or used to satisfy obligations in jurisdictions other than Massachusetts.
3. Pursuant to Provision 2.a, above, the Department is in receipt of the following contract, which the Department has found to meet the requirements of said provision during the term of the contract: a Scheduling and Settlement Services Agreement ("Agreement") between Canandaigua Power Partners, LLC ("Canandaigua") and Integrys Energy Services, Inc. ("Integrys") by which the energy generated by the Cohocton Wind Farm is to be scheduled by Integrys for delivery to ISO-NE England and/or NYISO during an initial one-year term that began on the June 1, 2009, execution date of the Agreement and that renews automatically for additional one year terms on each anniversary of that date unless terminated per provisions of the Agreement. The Agreement provides that the NEPOOL GIS Certificates ("RECs") associated with the energy settled in ISO-NE by Integrys on behalf of Canandaigua remain the property of Canandaigua, even if the energy is temporarily settled in an Integrys account in the NEPOOL GIS pending the availability of a Canandaigua account. The Generation Unit Owner, Operator, or authorized agent shall immediately inform the Department of each instance by which the Agreement is extended or terminated.
4. The Generation Unit Owner, Operator, or authorized agent shall provide for the Department's review the successor agreement to the Agreement described in Provision 3 no later than 60 days before the termination or expiration of the Agreement. If the Department receives said successor agreement and finds that it satisfies Provision 2.a, then the qualification of the electrical energy imports from the Unit that comply with all other provisions of this Statement of Qualification shall continue for the duration of such

agreement. This procedure must be repeated for every successor agreement unless and until the Department suspends or modifies this provision.

5. Pursuant to 225 CMR 14.05(5)(d), the Generation Unit Owner or Operator must provide to the Department no later than June 1, 2010, an attestation in a form to be provided by the Department that, as of January 1, 2010, it has not engaged, and from the date of the attestation will not itself or through any affiliate or other contracted party engage, in the process of importing RPS Class I Renewable Generation into the ISO-NE Control Area for the creation of RPS Class I Renewable GIS Certificates, and then exporting that energy or a similar quantity of other energy out of the ISO-NE Control Area during the same hour.

6. Pursuant to 225 CMR 14.05(1)(e), the amount of the generation capacity of the Generation Unit whose electrical energy output is claimed as RPS Class I Renewable Generation shall not be committed to any Control Area other than the ISO-NE Control Area, effective immediately.

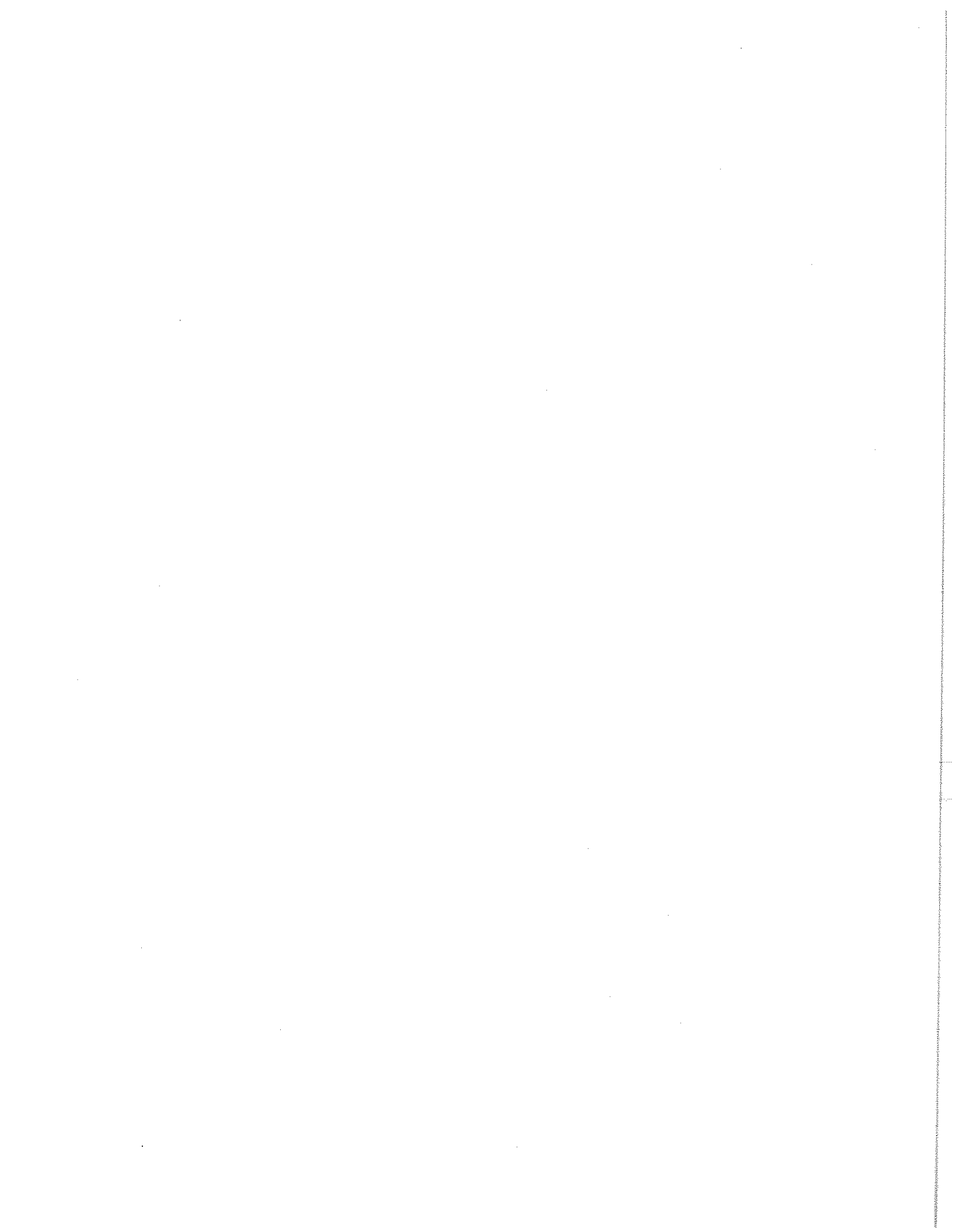
The Qualification of this Generation Unit is subject to all other applicable provisions in 225 CMR 14.00, including but not limited to the following: pursuant to 225 CMR 14.06(5) and (6), the Owner or Operator of the Unit is obligated to notify DOER of any changes in the characteristics of the Unit that could affect its eligibility status, as well as any changes in the Unit's ownership, generation capacity, or contact information. DOER may suspend or revoke this Statement of Qualification if the Owner or Operator fails to comply with 225 CMR 14.00, including the provisions of this Statement of Qualification.



7/10/09

Date: _____

Philip Giudice
Commissioner
Department of Energy Resources





STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC UTILITY CONTROL
TEN FRANKLIN SQUARE
NEW BRITAIN, CT 06051

DOCKET NO. 09-03-13 APPLICATION OF CANANDIAGUA POWER PARTNERS,
LLC FOR QUALIFICATION OF COHOCTON WIND FARM
AS A CLASS I RENEWABLE ENERGY RESOURCE

April 29, 2009

By the following Commissioners:

John W. Betkoski, III
Kevin M. DeGobbo
Anthony J. Palermino

DECISION

I. INTRODUCTION

A. SUMMARY

In this Decision, the Department of Public Utility Control determines that Cohocton Wind Farm generating facility qualifies as a Class I renewable energy source as a wind power facility and assigns it Connecticut Renewable Portfolio Standard (RPS) Registration Number CT00321-09.

B. BACKGROUND OF THE PROCEEDING

By application (Application) submitted March 26, 2009 Canandiagua Power Partners, LLC (Canandiagua or Applicant) requested that the Department of Public Utility Control (Department) determine that the Cohocton Wind Farm generating facility qualifies as a Class I renewable energy source.

Cohocton Wind Farm is a wind power facility located at 10535 Rynders Road in Cohocton, NY 14826 and began commercial operation on January 27, 2009 with a nameplate capacity of 125 MW.

C. CONDUCT OF THE PROCEEDING

There is no statutory requirement for a hearing, no person requested a hearing, and none was held.

D. PARTICIPANTS IN THE PROCEEDING

The Department recognized Evelyn Lim of First Wind Energy, 85 Wells Avenue, Suite 305, Newton, MA, 02459 and the Office of Consumer Counsel, Ten Franklin Square, New Britain, Connecticut 06051, as participants in this proceeding.

II. DEPARTMENT ANALYSIS

Pursuant to the General Statutes of Connecticut (Conn. Gen. Stat.) §16-1(a) (26), "Class I renewable energy source" includes energy derived from a wind power facility.

As provided in the Application, Cohocton Wind Farm is a wind power facility located at 10535 Rynders Road in Cohocton, NY 14826. Application, p. 1. Cohocton Wind Farm is currently not registered in the New England Power Pool Generation Information System (NEPOOL GIS) as a wind facility but will be expected to register and be assigned a GIS Unit ID Number. Cohocton Wind Farm is currently owned by Canandigua Power Partners, LLC. Canandigua indicates that the commercial operation date of Cohocton Wind Farm is January 27, 2009 with a nameplate capacity of 125 MW. Application, p. 2.

Under Conn Gen. Stat. §16-245a(b) a company may satisfy the Connecticut renewable energy portfolio standards by purchasing certificates issued by the NEPOOL GIS if the certificates are for energy imported into the control area of the regional independent system operator pursuant to NEPOOL GIS Rule 2.7(c), as in effect on January 1, 2006.

Cohocton Wind Farm is located in Cohocton, NY, which is recognized as an adjacent control area by the Independent System Operator of New England. Therefore, the facility geographically qualifies to import power into the control area pursuant to NEPOOL GIS rule 2.7(c) and subsequently receive renewable energy certificates. The Cohocton Wind Farm facility is not registered in the NEPOOL GIS.

Upon review of the petitioner's evidence, the Department concludes in this Decision that the Cohocton Wind Farm generating facility qualifies as a Class I renewable energy source pursuant to Conn. Gen. Stat. 16-1(a) (26). The facility must register in the NEPOOL GIS and comply with NEPOOL GIS Operating Rule 2.7 regarding imports.

III. FINDINGS OF FACT

1. Cohocton Wind Farm is a wind power facility located in Cohocton, NY.
2. Cohocton Wind Farm is currently owned by Canandiagua Power Partners, LLC.
3. Cohocton Wind Farm began operation on January 27, 2009.
4. Cohocton Wind Farm has a total combined nameplate capacity of 125 MW.
5. Cohocton Wind Farm is located in an eligible adjacent control area.
6. Cohocton Wind Farm is not registered in the NEPOOL GIS.

III. CONCLUSION

Based on the evidence submitted, the Department finds that Cohocton Wind Farm qualifies as a Class I renewable generation source pursuant to Conn. Gen. Stat. § 16-1(a)(26).

The Department assigns each renewable generation source a unique Connecticut RPS registration number. Cohocton Wind Farm's Connecticut RPS registration number is CT00321-09.

The Department's determination in this docket is based on the information submitted by Canandiagua. The Department may reverse its ruling or revoke the Applicant's registration if any material information provided by the Applicant proves to be false or misleading. The Department reminds Canandiagua that it is obligated to notify the Department within 10 days of any changes to any of the information it has provided to the Department.

DOCKET NO. 09-03-13 APPLICATION OF CANANDIAGUA POWER PARTNERS,
LLC FOR QUALIFICATION OF COHOCTON WIND FARM
AS A CLASS I RENEWABLE ENERGY RESOURCE

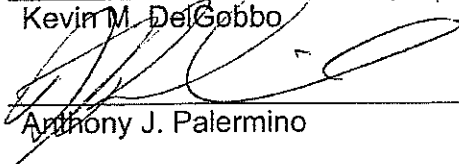
This Decision is adopted by the following Commissioners:



John W. Betkoski, III



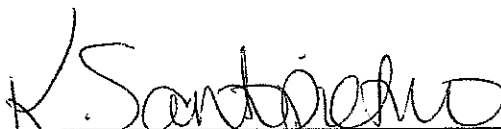
Kevin M. DeGobbo



Anthony J. Palermino

CERTIFICATE OF SERVICE

The foregoing is a true and correct copy of the Decision issued by the Department of Public Utility Control, State of Connecticut, and was forwarded by Certified Mail to all parties of record in this proceeding on the date indicated.



Kimberley J. Santopietro
Executive Secretary
Department of Public Utility Control

APR 30 2009

Date

STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Docket No. 2009-223

July 30, 2009

CANANDAIGUA POWER PARTNERS, LLC
Request for Certification for RPS Eligibility

ORDER GRANTING NEW
RENEWABLE RESOURCE
CERTIFICATION

REISHUS, Chairman; VAFIADES and CASHMAN, Commissioners

I. SUMMARY

The Canandaigua Power Partners II, LLC (CPP) Dutch Hill Wind Farm is certified as a Class I new renewable resource that is eligible to satisfy Maine's new renewable resource portfolio requirement pursuant to Chapter 311, § 3(B) of the Commission rules.

II. BACKGROUND

A. New Renewable Resource Portfolio Requirement

During its 2007 session, the Legislature enacted an Act To Stimulate Demand for Renewable Energy (Act). P.L. 2007, ch. 403 (codified at 35-A M.R.S.A. § 3210(3-A)). The Act added a mandate that specified percentages of electricity that supply Maine's consumers come from "new" renewable resources.¹ Generally, new renewable resources are renewable facilities that have an in-service date, resumed operation or were refurbished after September 1, 2005. The percentage requirement starts at one percent in 2008 and increases in annual one percent increments to ten percent in 2017, unless the Commission suspends the requirement pursuant to the provisions of the Act.

As required by the Act, the Commission modified its portfolio requirement rule (Chapter 311) to implement the "new" renewable resource requirement. *Order Adopting Rule and Statement of Factual and Policy Basis*, Docket No. 2007-391 (Oct. 22, 2007). The implementing rules designated the "new" renewable resource

¹ Maine's electric restructuring law, which became effective in March 2000, contained a portfolio requirement that mandated that at least 30% of the electricity to supply retail customers in the State come from eligible resources, which are either renewable or efficient resources. 35-A M.R.S.A. § 3210(3). The Act did not modify this 30% requirement.

requirement as “Class I”² and incorporated the resource type, capacity limit and the vintage requirements as specified in the Act. The rules thus state that a new renewable resource used to satisfy the Class I portfolio requirement must be of the following types:

- fuel cells;
- tidal power;
- solar arrays and installations;
- wind power installations;
- geothermal installations;
- hydroelectric generators that meet all state and federal fish passage requirement; or
- biomass generators, including generators fueled by landfill gas.

In addition, except for wind power installations, the generating resource must not have a nameplate capacity that exceeds 100 MW. Finally, the resource must satisfy one of four vintage requirements. These are:

- 1) renewable capacity with an in-service date after September 1, 2005;
- 2) renewable capacity that has been added to an existing facility after September 1, 2005;
- 3) renewable capacity that has not operated for two years or was not recognized as a capacity resource by the ISO-NE or the NMISA and has resumed operation or has been recognized by the ISO-NE or NMISA after September 1, 2005; or
- 4) renewable capacity that has been refurbished after September 1, 2005 and is operating beyond its useful life or employing an alternate technology that significantly increases the efficiency of the generation process.

The implementing rules (Chapter 311, § 3(B)(4)) establish a certification process that requires generators to pre-certify facilities as a new renewable resource under the requirements of the rule and provides for a Commission determination of resource eligibility on a case-by-case basis.³ The rule contains the information that must be included in a petition for certification and specifies that the Commission shall provide an opportunity for public comment if a petitioner seeks certification under

² The “new” renewable resource requirement was designated as Class I because the requirement is similar to portfolio requirements in other New England states that are referred to as “Class I.” Maine’s pre-existing “eligible” resource portfolio requirement is designated as Class II.

³ In the *Order Adopting Rule* at 6, the Commission noted that a request for certification can be made at any time so that a ruling can be obtained before a capital investment is made in a generation facility.

vintage categories 2, 3 and 4. Finally, the rule specifies that the Commission may revoke a certification if there is a material change in circumstance that renders the generation facility ineligible as a new renewable resource.

B. Petition for Certification

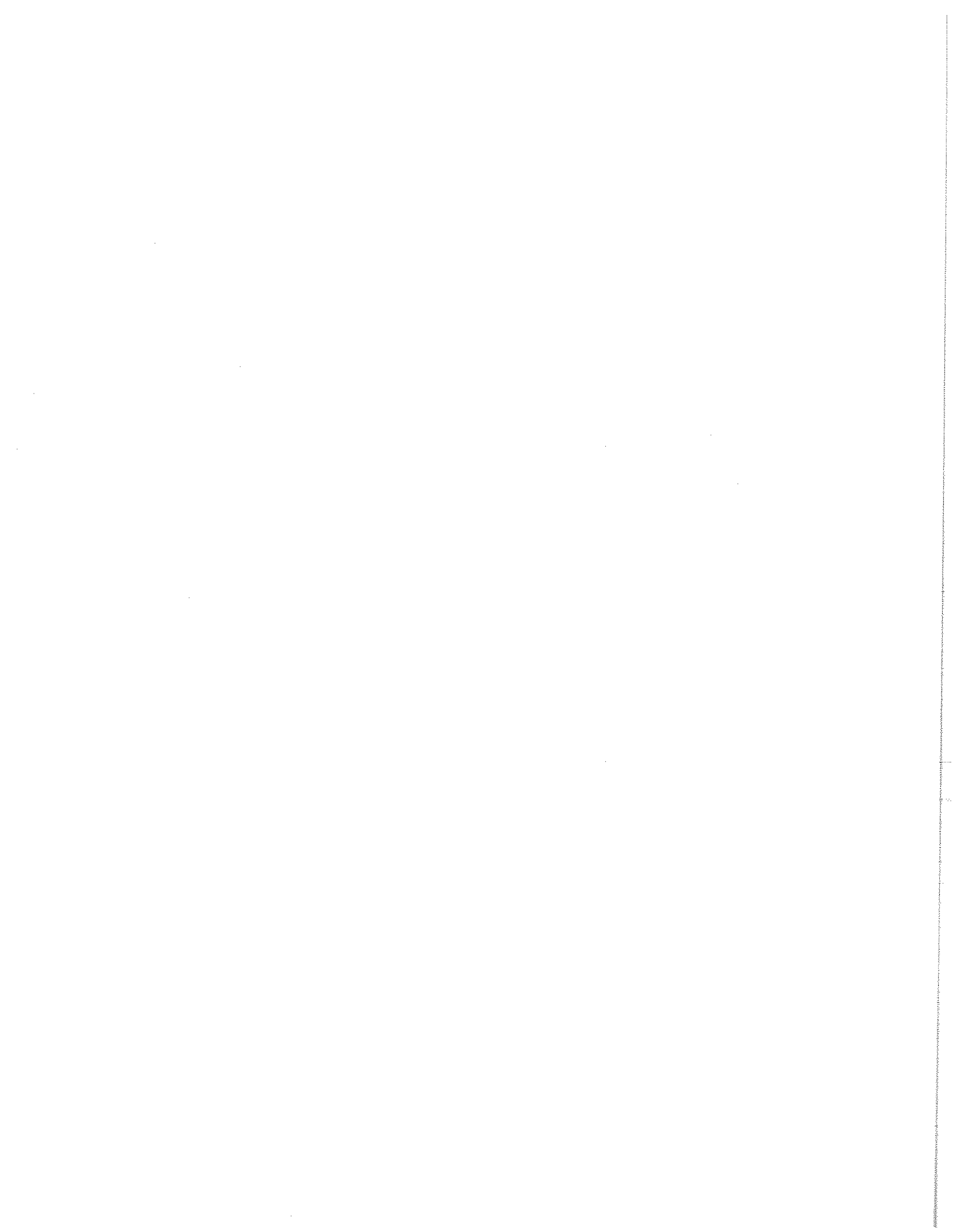
On July 14, 2009, CPP filed a petition to certify its Dutch Hill Wind Farm as a Class I renewable resource. The Dutch Hill Wind Farm is a 37.5 MW wind power facility located in Cohocton, New York. The petition states that the facility commenced commercial operation in January, 2009.

III. DECISION

The Commission has delegated to the Director of Technical Analysis the authority to certify generation facilities as Class I new renewable resources pursuant to Chapter 311, § 3(B) of the Commission rules. *Delegation Order*, Docket No. 2008-184 (April 23, 2008). Based on the information provided by CPP, I conclude that the Dutch Hill Wind Farm satisfies the resource type, capacity limit and vintage requirements of the rule. The Dutch Hill Wind Farm is a wind power facility that has begun operations after September 1, 2005. Accordingly, the Dutch Hill Wind Farm is hereby certified as a Class I new renewable resource that is eligible to satisfy Maine's new renewable resource portfolio requirement pursuant to Chapter 311, § 3 of the Commission rules. CCP shall provide timely notice to the Commission of any material change in the operation of the facility from that described in the petition filed in this proceeding.

BY ORDER OF THE DIRECTOR OF TECHNICAL ANALYSIS

Faith Huntington



EXECUTION VERSION

POWER SALES AGREEMENT

BY AND AMONG

**CANANDAIGUA POWER PARTNERS, LLC,
CANANDAIGUA POWER PARTNERS II, LLC**

AND

FIRST WIND ENERGY MARKETING, LLC

POWER SALES AGREEMENT

This Power Sales Agreement is entered into as of the 30th day of August, 2010, by and among Canandaigua Power Partners, LLC (“Canandaigua”) and Canandaigua Power Partners II, LLC (“Canandaigua II”), each a Delaware limited liability company (together, and jointly and severally for all purposes hereunder, “Generator”) and First Wind Energy Marketing, LLC, a Delaware limited liability company (“Marketer”).

WHEREAS, Generator desires to sell to Marketer Energy produced by Generator from the Facility and delivered to the New England market, and Marketer desires to purchase from Generator such Energy in accordance with the terms herein;

WHEREAS, on the date hereof, Generator and Marketer have entered into that certain Scheduling Services Agreement (the “Scheduling Services Agreement”), pursuant to which Generator will deliver to Marketer a Daily Production Schedule setting forth the anticipated amount of Energy it will deliver to the ISO-NE System each Day; and

WHEREAS, Generator and Marketer are Affiliates.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, Marketer and Generator agree as follows:

ARTICLE I DEFINITIONS

1.0 Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth below.

“Affiliate” means any Person that directly or indirectly Controls, is Controlled by, or is under common Control with the Person in question.

“Agreement” means this Power Sales Agreement.

“Affected Party” means the party declaring a Force Majeure event as set forth in Section 6.0.

“Business Day” means a day on which Federal Reserve member banks in New York, New York are open for business.

“Capacity” shall mean any and all capacity associated with the Facility in accordance with the applicable rules, regulation, and requirements of ISO-NE.

“Capacity Value” shall mean all credits and/or value associated with or to the Capacity of the Facility.

“Control” means the possession or ownership, directly or indirectly, of the following: (a) in the case of (i) a corporation, 50% or more of the outstanding voting securities thereof, (ii) a limited liability company, partnership, limited partnership or joint venture, the right to 50% or more of the distributions therefrom (including liquidating distributions), (iii) a trust or estate, 50% or more of the beneficial interest therein or (iv) any other entity, 50% or more of the economic or beneficial interest therein; or (b) the power or authority, through the ownership of voting securities, by agreement or otherwise, to direct the management, activities or policies of the applicable Person. The terms “Controlled by” and “under common Control with” have correlative meanings.

“Daily Production Schedule” means the Daily Production Schedule delivered to Marketer under the terms of the Scheduling Services Agreement.

“Day” means the 24-hour period beginning and ending at 12:00 midnight (Eastern Prevailing Time).

“Day-Ahead Energy Market” means the schedule of commitments for the purchase and sale of energy produced one day before the operating day of consumption, as further defined in Market Rule I of the ISO-NE Tariff.

“Delivered Energy” means the Energy generated by the Facility and delivered to the Market Delivery Point in accordance with the applicable rules, requirements, and regulations of ISO-NE.

“Energy” means physical electric energy, expressed in megawatt hours (or MWh) or kilowatt hours (“kWh”), of the character that passes through transformers and transmission wires, where it eventually becomes alternating current three-phase, sixty (60) hertz electric energy delivered at nominal voltage.

“Facility” means the 125 MW wind-powered generating facility owned by Generator and located in the Town of Cohocton, New York.

“Force Majeure” means an event not anticipated as of the Effective Date which is not within the reasonable control of the party affected thereby, and which by the exercise of due diligence the Affected Party is unable to overcome or obtain or cause to be obtained a commercially reasonable substitute therefore. Force Majeure includes, but is not restricted to: failure of transmission facilities; acts of God; fire; explosion; civil disturbance; sabotage; action or restraint by court order or public or governmental authority. A Force Majeure as defined in this Agreement that affects a contractor or supplier to a party, with the effect that the party cannot perform its obligations hereunder, shall be deemed to be a Force Majeure for the affected party hereunder.

“ISO-NE” means ISO New England Inc., its successors and assigns.

“ISO-NE Market” means either the Day-Ahead Energy Market or the Real-Time Energy Market.

“ISO-NE Tariff” means the ISO New England Inc. Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3, as amended from time to time.

“LMP” means locational marginal price.

“Market Delivery Point” means the delivery point associated with the physical delivery of Energy to the ISO-NE System.

“MW” means megawatt.

“NEPOOL GIS” means the NEPOOL Generation Information System operated by the New England Power Pool.

“NERC Tags” means certificates evidencing the transmission of Energy pursuant to the standards set forth by the North American Electric Reliability Council, as such may be amended from time to time.

“NYISO” means New York Independent System Operator, its successors and assigns.

“Person” means any individual, entity, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association or other entity or governmental authority.

“Prudent Utility Practice” means any of the practices, methods and acts required or approved by ISO-NE or to the extent not prohibited by ISO-NE those engaged in or approved by a significant portion of the electric utility industry in the same general geographic location as the Facility during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. “Prudent Utility Practice” is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods or acts generally accepted in the general geographic location of the Facility.

“Real-Time Energy Market” means the ISO-NE market for the purchase and sale of energy which reconciles deviations from the Day-Ahead Market, as further defined in Market Rule I of the ISO-NE Tariff.

“Renewable Energy Certificates” or “RECs” means the tradable certificate created by the Tracking System representing the renewable nature of the energy generated by the Facility.

“Requirement of Law” means any law, statute, regulation, rule, code or ordinance enacted, adopted, issued or promulgated by any federal, state, provincial, local or other governmental authority or regulatory body (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements).

“System” means the electric transmission system operated by ISO-NE or NYISO, as applicable.

“Tracking System” means the verification system that accounts for the generation, sale, purchase, and/or retirement of RECs, which for this Agreement shall be the NEPOOL GIS.

1.1 Other Defined Terms. The following terms shall have the meanings defined for such terms in the Sections set forth below:

<u>Defined Term</u>	<u>Section</u>
<i>“Delivered Energy Price”</i>	3.6
<i>“Effective Date”</i>	2.0
<i>“Generator”</i>	Preamble
<i>“Initial Term”</i>	2.0
<i>“Liabilities”</i>	6.1
<i>“Operating Procedures”</i>	3.4
<i>“Marketer”</i>	Preamble
<i>“Scheduling Services Agreement”</i>	Recitals
<i>“Subsequent Term”</i>	2.0
<i>“Term”</i>	2.0

1.2 Rules of Construction. Unless the context otherwise requires:

- (a) Words singular and plural in number shall be deemed to include the other and pronouns having masculine or feminine gender shall be deemed to include the other.
- (b) Any reference in this Agreement to any Person includes its successors and assigns and, in the case of any governmental authority, any Person succeeding to its functions and capacities.
- (c) Unless otherwise indicated, any reference in this Agreement to any Article or Section means and refers to the Article or Section contained in this Agreement.
- (d) Other grammatical forms of defined words or phrases have corresponding meanings.
- (e) Unless otherwise indicated, a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, amended, supplemented or restated from time to time.

(f) Unless otherwise indicated, a reference to a Requirement of Law includes a reference to that Requirement of Law as amended, modified, supplemented, extended or restated from time to time.

(g) The terms "include," "includes" and "including" shall be deemed to be followed by the words "without limitation."

(h) The words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

ARTICLE II TERM AND TERMINATION

2.0 Term. The initial term of this Agreement (the "Initial Term") shall begin on the date hereof (the "Effective Date") and shall, unless sooner terminated as provided herein, end at 11:59 p.m. on the first anniversary of the Effective Date. After expiration of the Initial Term, and on each anniversary of the Effective Date thereafter, this Agreement shall be renewed automatically for a one-year term unless terminated as provided herein (the "Subsequent Term", and together with the Initial Term, the "Term").

2.1 Termination. This Agreement may be terminated by (a) mutual written agreement of the parties or (b) by either party by written notice to the non-terminating party designating the date of early termination and delivered to the non-terminating party no less than three (3) days before such early termination date.

ARTICLE III POWER SALES

3.0 Delivery and Purchase Obligations. Commencing on the Effective Date and for the remainder of the Term and subject to the provisions hereof, Generator shall deliver and sell, or cause to be delivered and sold, and Marketer shall receive and purchase, or cause to be received and purchased, all Delivered Energy, provided that, Marketer shall be under no obligation to receive or purchase more Delivered Energy at the Market Delivery Point than ISO-NE will purchase in the ISO-NE Market into which the Delivered Energy is sold. Marketer shall be under no obligation to receive or purchase any Delivered Energy generated by means other than the Facility (other than balancing power purchased by Generator from ISO-NE or NYISO). Marketer shall accept and take title to the Delivered Energy at the Market Delivery Point.

3.1 Delivery Minimums. In no event shall Generator be obligated to provide a minimum amount of Delivered Energy on the Daily Production Schedule.

3.2 Costs, Charges and Credit Support. Generator shall be responsible for paying all costs and/or charges and posting any credit support imposed by any Person in connection with the Delivered Energy.

3.3 Standard of Operation. Generator shall operate the Facility in accordance with (a) all applicable Requirements of Law, (b) contractual requirements binding upon Generator and (c)

Prudent Utility Practice. Generator will obtain all certifications, permits, licenses and approvals necessary to operate and maintain the Facility and to perform its obligations under this Agreement during the Term. Generator will be responsible for the coordination and synchronization of the Facility's equipment with the System, and shall be solely responsible for any damage that may occur as a direct result of Generator's improper coordination or synchronization of such equipment with the System.

3.4 Operating Procedures. From time to time, Generator and Marketer may establish the protocols under which the parties will perform their respective obligations under this Agreement ("Operating Procedures") that may include procedures concerning the following: (a) the method of day-to-day communications; (b) the method of providing output forecasts and scheduling; (c) key personnel lists for Generator and Marketer; (d) optimization for Generator of Delivered Energy sales; and (e) assessing changes in the New England and New York energy markets.

3.5 NERC Tags. Marketer agrees to perform, or cause to be performed, the services and responsibilities required by the North American Reliability Corporation necessary for and associated with the delivery of the Delivered Energy into ISO-NE or any other electric transmission system into which Marketer sells the Delivered Energy, including the generation and transfer of all NERC Tags.

3.6 Delivered Energy Price. (a) For all Delivered Energy into the Day-Ahead Energy Market, Marketer shall pay Generator the LMP, as actually received by Marketer from ISO-NE, at the Market Delivery Point for the Day-Ahead Energy Market. (b) For all Delivered Energy into the Real-Time Energy Market, Marketer shall pay Generator the LMP, as received by Marketer from ISO-NE, at the Market Delivery Point for the Real-Time Energy Market. (c) For all Delivered Energy into any other market, Marketer shall pay Generator the purchase price received by Marketer for such Delivered Energy at the delivery point for such market (the foregoing clauses (a), (b) and (c), as applicable, the "Delivered Energy Price"); provided, however, that in no event shall Marketer be obligated to pay Generator therefor unless Marketer has scheduled the Delivered Energy into the ISO-NE Market or other market, as applicable, the Delivered Energy has physically flowed into the ISO-NE Market or other market, as applicable, and Marketer has actually received payment by for the Delivered Energy into the ISO-NE Market or other market, as applicable.

3.7 Billing and Payment. Promptly, but within three (3) Business Days after receipt of the weekly invoice from ISO-NE or other Person, Marketer shall send to Generator a statement setting forth the amount due for all Delivered Energy, and settled using Marketer's ISO-NE account, during the billing period, and any other amounts due to Generator under this Agreement. Marketer shall pay to Generator the amount shown on the statement by wire transfer to Generator's account no later than five (5) Business Days after receipt of the weekly invoice and payment therefor from ISO-NE or the applicable Person. Each statement that Marketer sends to Generator shall include any true-up due to Generator and/or any charges associated with the transaction that is Generator's responsibility under this Agreement.

3.8 RECs. Except to the extent the parties otherwise agree, all RECs associated with the Energy generated by the Facility (including Delivered Energy) shall be and remain the

property of Generator and Marketer shall designate all RECs associated with the Energy generated by the Facility settled into ISO-NE that may be created by the Tracking System under Marketer's account with the Tracking System as non-rescindable Forward Certificate Transfers (as defined in the NEPOOL GIS, Operating Rules) for the benefit of Generator, to be transferred to the Tracking System account designated by Generator. Such non-rescindable Forward Certificate Transfers shall be performed in accordance with Rule 3.3 of the NEPOOL GIS, Operating Rules (or any successor rule). Marketer shall prepare and deliver, or cause to be prepared and delivered, to Generator on a timely basis all documentation required for the issuance of RECs associated with the Energy generated by the Facility (including as required under the New Hampshire Code of Administrative Rules PUC 2504.1, Rhode Island Rules and Regulations Governing the Implementation of a Renewable Energy Standard Section 5.0, or other state codes, rules or regulations as may be applicable, and successor provisions to the foregoing).

3.9 Capacity Value. Except to the extent the parties otherwise agree, (a) all Capacity and/or Capacity Value available in connection with the Facility shall remain the property of Generator and (b) Generator shall have the sole obligation and right to sell, assign or enter into any other transaction with respect to such Capacity and/or Capacity Value in Generator's sole discretion.

3.10 Taxes. Generator shall be responsible for paying and making all required filings in respect of taxes relating to any transactions or services provided hereunder including (but not limited to) federal, state, regional and local taxes, goods and services taxes, sales and use taxes and ownership, value-added, gross receipts, gross margins, and any and all other taxes including any taxes enacted after the Effective Date except that income based taxes and the liability for income based taxes shall be borne by each party with regard to their respective income-related obligations.

ARTICLE IV RECORDS

4.0 Records. Each party shall keep and maintain all records as may be necessary or useful in performing or verifying any calculations made pursuant to this Agreement, or in verifying such party's performance hereunder. All such records shall be retained by each party for the lesser of three (3) calendar years following the calendar year in which such records were created and such period of time obligated under applicable law.

ARTICLE V ASSIGNMENT; BINDING EFFECT

5.0 Assignment. No party shall assign this Agreement or its rights hereunder without the prior written consent of each other party, which consent may not be unreasonably withheld or delayed; provided, however, any party may, without the consent of any other party (and without relieving itself from liability hereunder), (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (b) transfer or assign this Agreement to an Affiliate of such party

which Affiliate's creditworthiness is equal to or higher than that of such party, or (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets whose creditworthiness is equal to or higher than that of such party; provided, however, that in each such case (except for assignments pursuant to clause (a)), any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring party delivers such tax and enforceability assurance as the non-transferring party may reasonably request. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

ARTICLE VI FORCE MAJEURE; INDEMNITY; LIMITATION OF LIABILITY

6.0 Force Majeure. If any party is rendered unable by Force Majeure to carry out, in whole or in part, its obligations under this Agreement, then, during the pendency of such event of Force Majeure, but for no longer period, the obligations of the Affected Party that are impacted thereby (other than the obligation to make payments hereunder when due) shall be suspended to the extent required. The Affected Party shall (a) endeavor to give each other party verbal notice as soon as reasonably practicable following such event of Force Majeure and, in any case, give each other party written notice within 48 hours after the commencement of the Force Majeure event, with details to be supplied within three (3) Business Days after the commencement of the Force Majeure event further describing the particulars of the occurrence of the Force Majeure event, and (b) take all reasonable steps to remedy the cause of the Force Majeure with all reasonable dispatch. Notwithstanding the foregoing, in no event will any Force Majeure event extend this Agreement beyond its Term.

6.1 Indemnification. Generator shall indemnify and hold harmless Marketer and its officers, directors, agents and employees from and against any and all claims, demands, actions, losses, liabilities, expenses (including reasonable legal fees and expenses), suits and proceedings of any nature whatsoever for personal injury, death or property damage to each other's property or facilities or personal injury, death or property damage to third parties (collectively "Liabilities") caused by the breach of this Agreement, or the negligence or willful misconduct of Generator that arise out of or are in any manner connected with the performance of this Agreement except to the extent such injury or damage is directly attributable to the gross negligence or willful misconduct by Marketer.

6.2 Limitations of Remedies, Liability and Damages. The parties agree that the remedies and measures of damages provided in this Agreement satisfy the essential purposes hereof. Neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, whether such damages are allowed or provided by statute, in tort, under this Agreement, under any indemnity provision or otherwise. Notwithstanding the foregoing or anything to the contrary stated in this Agreement, the total liability of Marketer under this Agreement (other than Marketer's obligation hereunder to pay for Delivered Energy) shall not exceed \$50,000.

6.3 Duty to Mitigate. Each party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of any other party's default or non-performance of this Agreement.

**ARTICLE VII
NOTICES AND ADDRESS FOR PAYMENT**

7.0 Notices. All notices, requests, statements or payments shall be made to the addresses set out below. Notices required to be in writing shall be delivered by letter, facsimile or other documentary form. Notice by facsimile or hand delivery shall be deemed to have been received by the close of the Business Day during which the notice is received or hand delivered. Notice by overnight mail or courier shall be deemed to have been received upon delivery as evidenced by the delivery receipt. A party may change its address by providing notice of same in accordance herewith:

To Marketer: First Wind Energy Marketing, LLC
 c/o First Wind Energy, LLC
 179 Lincoln Street, Suite 500
 Boston, MA 02111
 Attention: Secretary of First Wind Energy, LLC
 Phone: (617) 960-9640
 Fax: (617) 960-2889

to Generator: Canandaigua Power Partners, LLC and Canandaigua Power Partners II, LLC
 c/o First Wind Energy, LLC
 179 Lincoln Street, Suite 500
 Boston, MA 02111
 Attention: Secretary of New York Wind, LLC
 Phone: (617) 960-9640
 Fax: (617) 960-2889

(a) All amounts due Generator under this Agreement must be sent via United States mail to the address specified below:

Canandaigua Power Partners, LLC and Canandaigua Power Partners II, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

or (ii) wire transfer to the following Account:

Bank:	Union Bank
ABA#:	122000496
Account #:	37130196431
Account/ Company Name:	TRUSDG
Reference:	6711915102, Cohocton Revenue Acct

All amounts due Marketer under this Agreement must be sent via wire transfer as directed in writing by Marketer.

(b) The address or addressee to which notices or invoices shall be mailed may be changed from time to time by either party by notice served as hereinabove provided.

ARTICLE VIII MISCELLANEOUS

8.0 Entirety. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous agreements or representations of the parties regarding the same subject matter.

8.1 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law other than Section 5-1401 of the New York General Obligations Law.

8.2 Non-Waiver. No waiver by any party hereto of any one or more defaults by any other party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature.

8.3 Headings; Attachments. The headings used for the sections and articles herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this Agreement. Any and all attachments referred to in this Agreement are, by such reference, incorporated herein and made a part hereof for all purposes.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which is an original and all of which constitute one and the same instrument.

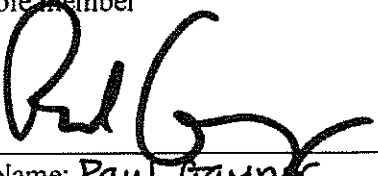
8.5 Other. This Agreement (i) shall not be altered or amended except by an instrument in writing executed by authorized representatives of the parties; (ii) does not confer any rights upon any person other than the parties and their respective successors and permitted assigns; and (iii) may be performed by Generator through the use of agents and subcontractors (but such use shall not relieve Generator of any obligation hereunder). Any provision of this Agreement which is prohibited or unenforceable in a specific situation in any jurisdiction shall not affect the validity or enforceability of: (a) that provision in another situation or in any other jurisdiction, or (b) the other provisions of this Agreement if such other provisions could then continue to conform with the purposes of this Agreement and the terms and requirements of applicable law. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

* * Signature Page to Follow * *

IN WITNESS WHEREOF, the parties have executed this Power Sales Agreement as of the date first set out above.

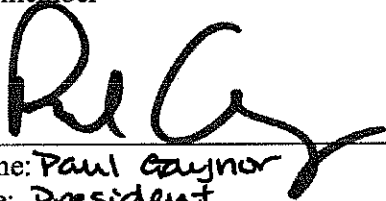
**CANANDAIGUA POWER PARTNERS, LLC, as
GENERATOR**

By: New York Wind, LLC,
a Delaware limited liability company,
its sole member

By: 
Name: Paul Gaynor
Title: President

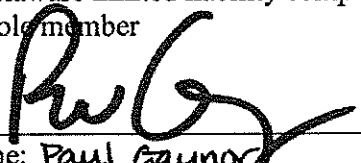
**CANANDAIGUA POWER PARTNERS II, LLC,
as GENERATOR**

By: New York Wind, LLC,
a Delaware limited liability company,
its sole member

By: 
Name: Paul Gaynor
Title: President

**FIRST WIND ENERGY MARKETING, LLC,
as MARKETER**

By: First Wind Holdings, LLC,
a Delaware limited liability company,
its sole member

By: 
Name: Paul Gaynor
Title: Chief Executive Officer

EXECUTION VERSION

SCHEDULING SERVICES AGREEMENT

BY AND AMONG

CANANDAIGUA POWER PARTNERS, LLC,

CANANDAIGUA POWER PARTNERS II, LLC

AND

FIRST WIND ENERGY MARKETING, LLC

SCHEDULING SERVICES AGREEMENT

This Scheduling Services Agreement is entered into as of the 30th day of August, 2010, by and among Canandaigua Power Partners, LLC ("Canandaigua") and Canandaigua Power Partners II, LLC ("Canandaigua II"), each a Delaware limited liability company (together, and jointly and severally for all purposes hereunder, "Generator") and First Wind Energy Marketing, LLC, a Delaware limited liability company ("Marketer").

WHEREAS, Generator desires to engage Marketer to schedule Energy produced by Generator from the Facility for delivery to the New York market and the ISO-NE System, and Marketer desires to schedule such Energy in accordance with the terms herein; and

WHEREAS, Generator and Marketer are Affiliates.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, Marketer and Generator agree as follows:

ARTICLE 1

DEFINITIONS

1.0 Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth below.

"Affiliate" means any Person that directly or indirectly Controls, is Controlled by, or is under common Control with the Person in question.

"Agreement" means this Scheduling Services Agreement.

"Affected Party" means the party declaring a Force Majeure event as set forth in Section 6.0.

"Business Day" means a day on which Federal Reserve member banks in New York, New York are open for business.

"Control" means the possession or ownership, directly or indirectly, of the following: (a) in the case of (i) a corporation, 50% or more of the outstanding voting securities thereof, (ii) a limited liability company, partnership, limited partnership or joint venture, the right to 50% or more of the distributions therefrom (including liquidating distributions), (iii) a trust or estate, 50% or more of the beneficial interest therein or (iv) any other entity, 50% or more of the economic or beneficial interest therein; or (b) the power or authority, through the ownership of voting securities, by agreement or

otherwise, to direct the management, activities or policies of the applicable Person. The terms "Controlled by" and "under common Control with" have correlative meanings.

"Daily Production Schedule" means, with respect to a Day being scheduled, the anticipated Scheduled Energy by the Facility for each hour of each such Day based upon Generator's good faith estimates that Generator allocates for scheduling into NYISO and delivery to the ISO-NE System.

"Day" means the 24-hour period beginning and ending at 12:00 midnight (Eastern Prevailing Time).

"Delivered Energy" means the Energy generated by the Facility that was set forth on the Daily Production Schedule and delivered into NYISO and to the ISO-NE System in accordance with the applicable rules, requirements, and regulations of NYISO.

"Energy" means physical electric energy, expressed in megawatt hours (or MWh) or kilowatt hours ("kWh"), of the character that passes through transformers and transmission wires, where it eventually becomes alternating current three-phase, sixty (60) hertz electric energy delivered at nominal voltage.

"Facility" means the 125 MW wind-powered generating facility owned by Generator and located in the Town of Cohocton, New York.

"Force Majeure" means an event not anticipated as of the Effective Date which is not within the reasonable control of the party affected thereby, and which by the exercise of due diligence the Affected Party is unable to overcome or obtain or cause to be obtained a commercially reasonable substitute therefore. Force Majeure includes, but is not restricted to: failure of transmission facilities; acts of God; fire; explosion; civil disturbance; sabotage; action or restraint by court order or public or governmental authority. A Force Majeure as defined in this Agreement that affects a contractor or supplier to a party, with the effect that the party cannot perform its obligations hereunder, shall be deemed to be a Force Majeure for the Affected Party hereunder.

"ISO-NE" means ISO New England Inc., its successors and assigns.

"MW" means megawatt.

"NERC" means the North American Electric Reliability Council.

"NERC Tags" means certificates evidencing the transmission of Energy pursuant to the standards set forth by NERC, as such may be amended from time to time.

"NYISO" means New York Independent System Operator, its successors and assigns.

"Person" means any individual, entity, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association or other entity or governmental authority.

"Prudent Utility Practice" means any of the practices, methods and acts required or approved by NYISO, or to the extent not prohibited by NYISO, those engaged in or approved by a significant portion of the electric utility industry in the same general geographic location as the Facility during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. "Prudent Utility Practice" is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods or acts generally accepted in the general geographic location of the Facility.

"Renewable Energy Certificates" or "RECs" means the tradable certificate representing the renewable nature of the energy generated by the Facility.

"Requirement of Law" means any law, statute, regulation, rule, code or ordinance enacted, adopted, issued or promulgated by any federal, state, provincial, local or other governmental authority or regulatory body (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements).

"Scheduled Energy" means the Energy generated by the Facility that Marketer schedules with NYISO and for delivery to the ISO-NE System, as applicable, in accordance with the rules, regulations, and requirements of NYISO.

"System" means the electric transmission system operated by NYISO or ISO-NE, as applicable.

1.1 Other Defined Terms. The following terms shall have the meanings defined for such terms in the Sections set forth below:

Defined Term	Section
"Effective Date"	2.0
"Generator"	Preamble
"Initial Term"	2.0
"Liabilities"	6.1
"Operating Procedures"	3.3
"Marketer"	Preamble
"Subsequent Term"	2.0
"Term"	2.0

1.2 Rules of Construction. Unless the context otherwise requires:

(a) Words singular and plural in number shall be deemed to include the other and pronouns having masculine or feminine gender shall be deemed to include the other.

(b) Any reference in this Agreement to any Person includes its successors and assigns and, in the case of any governmental authority, any Person succeeding to its functions and capacities.

(c) Unless otherwise indicated, any reference in this Agreement to any Article or Section means and refers to the Article or Section contained in this Agreement.

(d) Other grammatical forms of defined words or phrases have corresponding meanings.

(e) Unless otherwise indicated, a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, amended, supplemented or restated from time to time.

(f) Unless otherwise indicated, a reference to a Requirement of Law includes a reference to that Requirement of Law as amended, modified, supplemented, extended or restated from time to time.

(g) The terms "include," "includes" and "including" shall be deemed to be followed by the words "without limitation."

(h) The words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

ARTICLE 2

TERM AND TERMINATION

2.0 Term. The initial term of this Agreement (the "Initial Term") shall begin on the date hereof (the "Effective Date") and shall, unless sooner terminated as provided herein, end at 11:59 p.m. on the first anniversary of the Effective Date. After expiration of the Initial Term, and on each anniversary of the Effective Date thereafter, this Agreement shall be renewed automatically for a one-year term unless terminated as provided herein (the "Subsequent Term", and together with the Initial Term, the "Term").

2.1 Termination. This Agreement may be terminated by (a) mutual written agreement of the parties or (b) by either party by written notice to the non-terminating party

designating the date of early termination and delivered to the non-terminating party no less than three (3) days before such early termination date.

ARTICLE 3

SCHEDULING SERVICES

3.0 Scheduling Services.

(a) Generator hereby appoints and designates Marketer as Generator's Facility agent for scheduling delivery of Energy generated by the Facility with NYISO and to the ISO-NE System, and Marketer shall schedule all such Energy in accordance with the Daily Production Schedule. However, nothing in this Agreement shall be construed as requiring Generator to schedule a minimum quantity of Energy during the Term (or any portion thereof). Marketer shall submit all applicable schedules with NYISO on behalf of Generator and through Marketer's NYISO account, as applicable. Marketer will submit all applicable schedules with NYISO in compliance with NYISO requirements, including those applicable to import and export transactions.

(b) Generator shall deliver the Daily Production Schedule to Marketer by such time, in such form and manner and otherwise in accordance with Marketer's requirements from time to time. Generator will inform Marketer as soon as practicable after becoming aware of any material limitations, restrictions, deratings or outages affecting the Facility for the Day covered by the Daily Production Schedule and will update Generator's notice as soon as practicable after it becomes aware of any material changes in this information, in each case to the extent required to be reported under the rules, regulations and requirements of NYISO. Marketer shall use commercially reasonable efforts to communicate all such information to NYISO. Generator shall be responsible for informing Marketer regarding (a) availability of the Facility, (b) actual generation from the Facility, (c) meteorological data at the Facility site, and (d) to the extent that Operating Procedures are in effect, information in accordance with the Operating Procedures. As between Generator and Marketer, Marketer shall have no responsibility or liability for differences between Delivered Energy and the applicable Daily Production Schedule, it being understood that Generator shall be responsible and liable for any such differences.

3.1 Costs, Charges and Credit Support. Generator shall be responsible for paying all costs and/or charges and posting any credit support imposed by any Person in connection with the Scheduled Energy, Delivered Energy and otherwise related to Marketer's performance of services under this Agreement.

3.2 Standard of Operation. Generator shall operate the Facility in accordance with (a) all applicable Requirements of Law, (b) contractual requirements binding upon Generator and (c) Prudent Utility Practice. Generator will obtain all certifications, permits, licenses and approvals

necessary to operate and maintain the Facility and to perform its obligations under this Agreement during the Term. Generator will be responsible for the coordination and synchronization of the Facility's equipment with the System, and shall be solely responsible for any damage that may occur as a direct result of Generator's improper coordination or synchronization of such equipment with the System. Generator shall be responsible for issuing digital certifications and authorization rights to Marketer for the performance of Marketer's scheduling duties under this Agreement.

3.3 Operating Procedures From time to time, Generator and Marketer may establish the protocols under which the parties will perform their respective obligations under this Agreement ("Operating Procedures") that may include procedures concerning the following: (a) the method of day-to-day communications; (b) the method of providing output forecasts and scheduling; (c) key personnel lists for Generator and Marketer; (d) optimization for Generator of Scheduled Energy; and (e) assessing changes in the New England and New York energy markets.

3.4 Energy Output Communications. Generator will provide to, or make available to, Marketer all generation data relating to the Facility promptly after such data has been distributed by the meter reading authority in a mutually acceptable format (i.e., spreadsheet, csv file).

3.5 NERC Compliance. Marketer and Generator each agree to perform, or cause to be performed, its respective services and responsibilities required by NERC as set forth on Exhibit A attached hereto.

3.6 Settlement Services. Marketer shall be responsible for all settlement services associated with the Scheduled Energy, including preparing and delivering, or causing to be prepared and delivered, to Generator on a timely basis all documentation required for the issuance of RECs associated with the Energy generated by the Facility.

ARTICLE 4

RECORDS

4.0 Records. Each party shall keep and maintain all records as may be necessary or useful in performing or verifying any calculations made pursuant to this Agreement, or in verifying such party's performance hereunder. All such records shall be retained by each party for the lesser of three (3) calendar years following the calendar year in which such records were created and such period of time obligated under applicable law.

ARTICLE 5

ASSIGNMENT; BINDING EFFECT

5.0 Assignment. No party shall assign this Agreement or its rights hereunder without the prior written consent of each other party, which consent may not be unreasonably withheld or delayed; provided, however, any party may, without the consent of any other party (and without relieving itself from liability hereunder), (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (b) transfer or assign this Agreement to an Affiliate of such party which Affiliate's creditworthiness is equal to or higher than that of such party, or (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets whose creditworthiness is equal to or higher than that of such party; provided, however, that in each such case (except for assignments pursuant to clause (a)), any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring party delivers such enforceability assurance as the non-transferring party may reasonably request. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

ARTICLE 6

FORCE MAJEURE; INDEMNITY; LIMITATION OF LIABILITY

6.0 Force Majeure. If any party is rendered unable by Force Majeure to carry out, in whole or in part, its obligations under this Agreement, then, during the pendency of such event of Force Majeure, but for no longer period, the obligations of the Affected Party that are impacted thereby (other than the obligation to make payments hereunder when due) shall be suspended to the extent required. The Affected Party shall (a) endeavor to give each other party verbal notice as soon as reasonably practicable following such event of Force Majeure and, in any case, give each other party written notice within 48 hours after the commencement of the Force Majeure event, with details to be supplied within three (3) Business Days after the commencement of the Force Majeure event further describing the particulars of the occurrence of the Force Majeure event, and (b) take all reasonable steps to remedy the cause of the Force Majeure with all reasonable dispatch. Notwithstanding the foregoing, in no event will any Force Majeure event extend this Agreement beyond its Term.

6.1 Indemnification. Generator shall indemnify and hold harmless Marketer and its officers, directors, agents and employees from and against any and all claims, demands, actions, losses, liabilities, expenses (including reasonable legal fees and expenses), suits and proceedings of any nature whatsoever for personal injury, death or property damage to each other's property or facilities or personal injury, death or property damage to third parties (collectively "Liabilities") caused by the breach of this Agreement, or the negligence or willful misconduct of Generator that arise out of

or are in any manner connected with the performance of this Agreement except to the extent such injury or damage is directly attributable to the gross negligence or willful misconduct by Marketer.

6.2 Limitations of Remedies, Liability and Damages. The parties agree that the remedies and measures of damages provided in this Agreement satisfy the essential purposes hereof. Neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, whether such damages are allowed or provided by statute, in tort, under this Agreement, under any indemnity provision or otherwise. Notwithstanding the foregoing or anything to the contrary stated in this Agreement, the total liability of Marketer under this Agreement shall not exceed \$50,000.

6.3 Duty to Mitigate. Each party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of any other party's default or non-performance of this Agreement.

ARTICLE 7

NOTICES AND ADDRESS FOR PAYMENT

7.0 Notices. All notices, requests, statements or payments shall be made to the addresses set out below. Notices required to be in writing shall be delivered by letter, facsimile or other documentary form. Notice by facsimile or hand delivery shall be deemed to have been received by the close of the Business Day during which the notice is received or hand delivered. Notice by overnight mail or courier shall be deemed to have been received upon delivery as evidenced by the delivery receipt. A party may change its address by providing notice of same in accordance herewith:

To Marketer: **First Wind Energy Marketing, LLC**
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111
Attention: Secretary of First Wind Energy, LLC
Phone: (617) 960-9640
Fax: (617) 960-2889

to Generator: **Canandaigua Power Partners, LLC and
Canandaigua Power Partners II, LLC**
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111
Attention: Secretary of New York Wind, LLC
Phone: (617) 960-9640
Fax: (617) 960-2889

(a) All amounts due Generator under this Agreement must be sent via United States mail to the address specified below:

Canandaigua Power Partners, LLC and Canandaigua Power
Partners II, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111

or (ii) wire transfer to the following Account:

Bank:	Union Bank
ABA#:	122000496
Account #:	37130196431
Account/ Company Name:	TRUSDG
Reference:	6711915102, Cohocton Revenue Acct

All amounts due Marketer under this Agreement must be sent via wire transfer as directed in writing by Marketer.

(b) The address or addressee to which notices or invoices shall be mailed may be changed from time to time by either party by notice served as hereinabove provided.

ARTICLE 8

MISCELLANEOUS

8.0 Entirety. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous agreements or representations of the parties regarding the same subject matter.

8.1 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law other than Section 5-1401 of the New York General Obligations Law.

8.2 Non-Waiver. No waiver by any party hereto of any one or more defaults by any other party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature.

8.3 Headings; Attachments. The headings used for the sections and articles herein are for convenience and reference purposes only and shall in no way affect the meaning or

interpretation of the provisions of this Agreement. Any and all attachments referred to in this Agreement are, by such reference, incorporated herein and made a part hereof for all purposes.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which is an original and all of which constitute one and the same instrument.

8.5 Other. This Agreement (i) shall not be altered or amended except by an instrument in writing executed by authorized representatives of the parties; (ii) does not confer any rights upon any person other than the parties and their respective successors and permitted assigns; and (iii) may be performed by Generator through the use of agents and subcontractors (but such use shall not relieve Generator of any obligation hereunder). Any provision of this Agreement which is prohibited or unenforceable in a specific situation in any jurisdiction shall not affect the validity or enforceability of: (a) that provision in another situation or in any other jurisdiction, or (b) the other provisions of this Agreement if such other provisions could then continue to conform with the purposes of this Agreement and the terms and requirements of applicable law. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

** * Signature Page to Follow * **

IN WITNESS WHEREOF, the parties have executed this Scheduling Services Agreement as of the date first set out above.

**CANANDAIGUA POWER PARTNERS, LLC, as
GENERATOR**

By: New York Wind, LLC,
a Delaware limited liability company,
its sole member

By:  _____

Name: Paul Gaynor
Title: President

**CANANDAIGUA POWER PARTNERS II, LLC, as
GENERATOR**

By: New York Wind, LLC,
a Delaware limited liability company,
its sole member

By:  _____

Name: Paul Gaynor
Title: President

**FIRST WIND ENERGY MARKETING, LLC, as
MARKETER**

By: First Wind Holdings, LLC,
a Delaware limited liability company,
its sole member

By:  _____

Name: Paul Gaynor
Title: Chief Executive Officer

Exhibit A

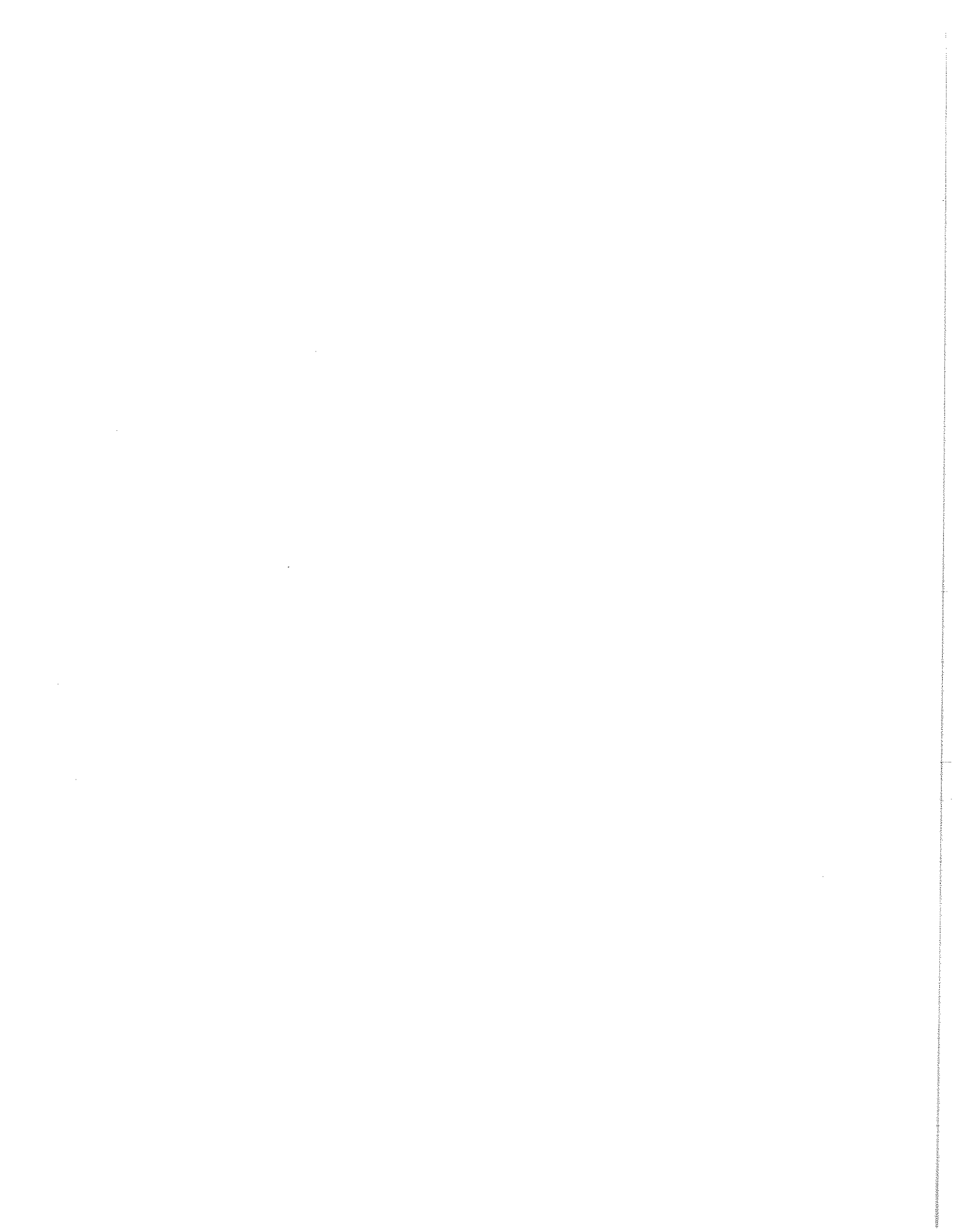
NERC RELIABILITY SERVICES AND RESPONSIBILITIES

Marketer shall perform or contract for the performance of the following services and responsibilities as required by the North American Electric Reliability Corporation ("NERC"), its Regional Entities and successors ("NERC Services"):

1. Act on behalf of Generator in all NERC matters for which Generator is responsible, including functioning on behalf of Generator and the Facility as the "generator operator", "generator owner", and "purchasing and selling entity" as those terms are defined by NERC, or any other applicable NERC functional designation for the Generator or the Facility in accordance with NERC policies and procedures; and
2. In addition to registering with NERC as the entity responsible for all functions that Marketer performs itself, Marketer will register with NERC, in its own name, on behalf of Generator for one or more functions as to which Generator would otherwise be required to register, and thereby accept on behalf of Generator all NERC compliance responsibility, including reporting requirements, for all requirements of reliability standards applicable to the function or functions for which Marketer has registered on behalf of Generator.

In order for Marketer to provide the NERC Services, Generator agrees that it shall ensure and be responsible that it and the Facility at all times complies with applicable NERC requirements, including, but not limited to those requirements pertaining to a "generation owner", "generation operator", and "purchasing and selling entity" as those terms are defined by NERC, or any other applicable NERC functional designation and file and/or provide or maintain all reports, procedures, and data as may be required by NERC in furtherance of such obligations.

As between Marketer and Generator, Generator shall remain responsible and liable for any and all NERC fines and responsibilities pertaining to those NERC functions that Generator would otherwise be responsible for as an owner under NERC rules, absent gross negligence on the part of Marketer.



Canandaigua Power Partners, LLC

January 26, 2009

New York Independent System Operator, Inc.
Attn: Vice President, Operations
3890 Carman Road
Schenectady, NY 12303

New York State Electric & Gas Corporation
Attn: Manager - Programs/Projects
Electric Transmission Services
18 Link Drive
Binghamton, NY 13902-5224

Re: Cohocton Wind Project Large Generating Facility

Dear Sir or Madam:

On January 26, 2009, Trial Operation of the 125 MW Cohocton Wind Project was completed. This letter confirms that the 125 MW Cohocton Wind Project commenced Commercial Operation, effective as of January 27, 2009.

Thank you.



Evelyn Lim
Secretary
Canandaigua Power Partners, LLC

July 30, 2009

CANANDAIGUA POWER PARTNERS, LLC
Request for Certification for RPS Eligibility

ORDER GRANTING NEW
RENEWABLE RESOURCE
CERTIFICATION

REISHUS, Chairman; VAFIADES and CASHMAN, Commissioners

I. SUMMARY

The Canandaigua Power Partners II, LLC (CPP) Dutch Hill Wind Farm is certified as a Class I new renewable resource that is eligible to satisfy Maine's new renewable resource portfolio requirement pursuant to Chapter 311, § 3(B) of the Commission rules.

II. BACKGROUND

A. New Renewable Resource Portfolio Requirement

During its 2007 session, the Legislature enacted an Act To Stimulate Demand for Renewable Energy (Act). P.L. 2007, ch. 403 (codified at 35-A M.R.S.A. § 3210(3-A)). The Act added a mandate that specified percentages of electricity that supply Maine's consumers come from "new" renewable resources.¹ Generally, new renewable resources are renewable facilities that have an in-service date, resumed operation or were refurbished after September 1, 2005. The percentage requirement starts at one percent in 2008 and increases in annual one percent increments to ten percent in 2017, unless the Commission suspends the requirement pursuant to the provisions of the Act.

As required by the Act, the Commission modified its portfolio requirement rule (Chapter 311) to implement the "new" renewable resource requirement. *Order Adopting Rule and Statement of Factual and Policy Basis*, Docket No. 2007-391 (Oct. 22, 2007). The implementing rules designated the "new" renewable resource

¹ Maine's electric restructuring law, which became effective in March 2000, contained a portfolio requirement that mandated that at least 30% of the electricity to supply retail customers in the State come from eligible resources, which are either renewable or efficient resources. 35-A M.R.S.A. § 3210(3). The Act did not modify this 30% requirement.

requirement as “Class I”² and incorporated the resource type, capacity limit and the vintage requirements as specified in the Act. The rules thus state that a new renewable resource used to satisfy the Class I portfolio requirement must be of the following types:

- fuel cells;
- tidal power;
- solar arrays and installations;
- wind power installations;
- geothermal installations;
- hydroelectric generators that meet all state and federal fish passage requirement; or
- biomass generators, including generators fueled by landfill gas.

In addition, except for wind power installations, the generating resource must not have a nameplate capacity that exceeds 100 MW. Finally, the resource must satisfy one of four vintage requirements. These are:

- 1) renewable capacity with an in-service date after September 1, 2005;
- 2) renewable capacity that has been added to an existing facility after September 1, 2005;
- 3) renewable capacity that has not operated for two years or was not recognized as a capacity resource by the ISO-NE or the NMISA and has resumed operation or has been recognized by the ISO-NE or NMISA after September 1, 2005; or
- 4) renewable capacity that has been refurbished after September 1, 2005 and is operating beyond its useful life or employing an alternate technology that significantly increases the efficiency of the generation process.

The implementing rules (Chapter 311, § 3(B)(4)) establish a certification process that requires generators to pre-certify facilities as a new renewable resource under the requirements of the rule and provides for a Commission determination of resource eligibility on a case-by-case basis.³ The rule contains the information that must be included in a petition for certification and specifies that the Commission shall provide an opportunity for public comment if a petitioner seeks certification under

² The “new” renewable resource requirement was designated as Class I because the requirement is similar to portfolio requirements in other New England states that are referred to as “Class I.” Maine’s pre-existing “eligible” resource portfolio requirement is designated as Class II.

³ In the *Order Adopting Rule* at 6, the Commission noted that a request for certification can be made at any time so that a ruling can be obtained before a capital investment is made in a generation facility.

vintage categories 2, 3 and 4. Finally, the rule specifies that the Commission may revoke a certification if there is a material change in circumstance that renders the generation facility ineligible as a new renewable resource.

B. Petition for Certification

On July 14, 2009, CPP filed a petition to certify its Dutch Hill Wind Farm as a Class I renewable resource. The Dutch Hill Wind Farm is a 37.5 MW wind power facility located in Cohocton, New York. The petition states that the facility commenced commercial operation in January, 2009.

III. **DECISION**

The Commission has delegated to the Director of Technical Analysis the authority to certify generation facilities as Class I new renewable resources pursuant to Chapter 311, § 3(B) of the Commission rules. *Delegation Order*, Docket No. 2008-184 (April 23, 2008). Based on the information provided by CPP, I conclude that the Dutch Hill Wind Farm satisfies the resource type, capacity limit and vintage requirements of the rule. The Dutch Hill Wind Farm is a wind power facility that has begun operations after September 1, 2005. Accordingly, the Dutch Hill Wind Farm is hereby certified as a Class I new renewable resource that is eligible to satisfy Maine's new renewable resource portfolio requirement pursuant to Chapter 311, § 3 of the Commission rules. CCP shall provide timely notice to the Commission of any material change in the operation of the facility from that described in the petition filed in this proceeding.

BY ORDER OF THE DIRECTOR OF TECHNICAL ANALYSIS

Faith Huntington