

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION

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In the Matter of )  
HOWARD WIND LLC ) Docket No. 4408  
Petition for Designation as an )  
Eligible Renewable Energy Resource )

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**WITHDRAWAL OF MOTION FOR WAIVER OF BILATERAL CONTRACT**

On May 7, 2013, Howard Wind LLC ("Howard"), pursuant to the State of Rhode Island Public Utilities Commission's Rules ("Commission") Rules of Practice and Procedure, petitioned the Commission for waiver of certain rules. Specifically, Howard requested that the Commission waive Section 5.1(ii)(a) of the Rhode Island RES Rules and Regulations which requires a unit-specific bilateral contract for the sale and delivery of energy into NEPOOL.

As of today, October 25, 2013, Howard withdraws its motion for a waiver of the bilateral contract requirement and submits the attached bilateral agreement to complete its Application for Certification of Eligibility of Renewable Energy Resources ("Application"). In its Application, Howard requested standard certification as an eligible renewable energy resource wind facility located in Howard, NY.

The bilateral agreement is for the purpose of energy delivery into the ISO-NE market. The buyer is EverPower Commercial Services, LLC, a separate affiliated entity with its own FERC Market Based Rates authority (Docket No. ER12-1924-000) and ISO-NE market participant agreement. This entity is the energy marketing subsidiary of EverPower Wind Holdings, Inc. No affiliates are subject to commission for this contract. Please find the attached organizational chart for EverPower Wind Holdings, Inc.

As supplemental information to our original Application filing, we want to supply the following update, that Howard's Connecticut REC Registration is now complete. Please find the attached certification letter from the Connecticut Public Utilities Regulatory Authority dated June 26, 2013.

Based on the foregoing, Howard respectfully requests that the Commission grant certification of Howard as a Renewable Energy Resource.

Respectfully submitted,

HOWARD WIND LLC

By its Chief Commercial Officer

  
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George Henderson

Howard Wind LLC

Phone: (646) 442-9101

E-mail: [ghenderson@everpower.com](mailto:ghenderson@everpower.com)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing petition was served on the service list for this Docket on the 25<sup>th</sup> day of October, 2013.

## CONFIRMATION AGREEMENT

This will confirm the agreement reached on October 25, 2013 between Howard Wind Farm LLC (Seller") and EverPower Commercial Services LLC ("Buyer") (each individually a "Party" and collectively the "Parties") regarding a power purchase and sale transaction (the "Agreement") on the following terms and conditions:

1. Commercial Terms. The "Commercial Terms" of this transaction are as follows:

REF: AAA090

BROKER: N/A

Trade Effective Date: November 1, 2013

Buyer: EverPower Commercial Services LLC

Seller: Howard Wind LLC

Product: Unit Firm Energy sourced from the Reference Unit; All Renewable Energy Credits and Capacity remain the property of Seller.

Reference Unit: The Howard Wind Farm located in Steuben County, New York and comprised of 27 Repower MM92 turbines, each of which is rated at a capacity of 2.05 MW

Delivery Point: The physical network point within ISO New England (ISONE) identified as NEPOOL.I.ROSETON\_345\_1 or its successor.

Delivery Period: The initial term of this Agreement shall extend from and including Hour Ending ("HE") 0100 Eastern Prevailing Time ("EPT") on November 1, 2013 through and including HE 2400 EPT on December 31, 2013. The Delivery Period will automatically extend for subsequent one-year periods subject to the termination provisions as provided herein.

Hourly Quantity: In accordance with the Scheduling Procedures as described herein.

Contract Price: The Price shall be an amount equal to the Hourly Real Time LMP, in \$/MWh, at the Delivery Point, corresponding to each hour for which Unit Firm Energy is Scheduled, as published by ISONE on the ISONE official website currently located at <http://www.iso-ne.com/markets/hstdata/index.html> or any successor thereto net of any fees incurred by the Buyer

Other Terms: **Hours:** In accordance with Scheduling Procedures as provided herein.

**Scheduling Procedures:** The Seller shall notify Buyer the anticipated hourly delivery schedule by 1200 hours on the prior Business Day. To the extent that Seller revises the schedule notification shall be provided to Buyer as soon as practicable following such revision.

**Settlement:** Notwithstanding any language in the Master Agreement to the contrary, Buyer and Seller to agree to invoice and settle the Transaction documented in this Confirmation Agreement on the same schedule, but on a two (2) Business Day lag, as Buyer settles with ISONE. Buyer shall invoice Seller two (2) Business Days after receipt of each invoice or settlement notification from ISONE containing charges or credits related to the delivery and shall pay Seller two (2) Business Days after each time it settles with ISONE for the Internal Bilateral Transaction (IBT).

**Reference Unit Operation:** Seller shall operate and maintain the Reference Unit, or shall cause the Reference Unit to be operated and maintained, in a manner that complies in all material respects with Good Utility Practice, all Applicable Laws (including all NYISO policies, procedures, rules, and regulations set forth in the NYISO Operating Agreements).

**Outages:** Seller will keep Buyer informed about the status of all Generator Forced/Unplanned Outages, Generator Maintenance Outages, and Generator Planned Outages, each as defined in the NYISO Agreements. Any such outages shall be considered events affecting the Reference Unit which prevent Seller from performing its obligations as envisioned in the definition of Unit Firm Energy.

**Additional Definitions:**

"Applicable Laws" means all constitutions, treaties, laws, ordinances, rules, regulations, interpretations, permits, judgments, decrees, injunctions, writs and orders of any governmental authority (including any rule, regulation, protocol or procedure established under NYISO or ISONE Agreements that apply to either or both of the Parties, the Reference Unit or the terms of this Confirmation Agreement.

"NYISO or ISONE Agreements" means the Operating Agreements or Tariffs, or documents, or any successor, superseding, or amended versions that may take effect from time to time.

Capitalized terms that are used, but not defined herein or in the Master Agreement shall have the meaning ascribed to them in the NYISO or ISONE Agreements.

**Master Agreement.**

This Confirmation shall be deemed to supplement, form a part of, and be subject to an agreement in the form of a 2000 Edison Electric Institute and National Energy Marketers Association Master Power Purchase & Sale Agreement, Version 2.1 (modified 4/25/00), as if the Parties had executed such agreement on the Trade Effective Date; provided that (i) the Governing Law shall be the law of the state of New York (without regard to the choice of law doctrine) (the "Master Agreement").

**Standard of Review.**

Absent the agreement of all Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party, a non-party or FERC acting sua sponte, shall solely be the "public interest" application of the "just and reasonable" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish* 554 U.S. \_\_\_ (2008) ( the "Mobile-Sierra" doctrine).

**Notices.**

All notices, requests, statements or payments shall be made as specified below:

**If to Seller**

**NOTICES, INVOICES, SCHEDULING & CORRESPONDECE:**

Howard Wind LLC  
1251 Waterfront Place

Third Floor  
Pittsburgh, PA 15222  
Fax No.: 412-253-9400  
Phone No.: 412-578-9757

**PAYMENTS:**

Bank: Keybank N.A.  
For the Account of: HOWARD WIND LLC -  
REVENUE DEPOSIT  
ABA No.: 041-001-039  
Account No.: 359681327441

**If to Buyer**

**NOTICES, INVOICES, SCHEDULING & CORRESPONDENCE:**

EverPower Commercial Services LLC  
1251 Waterfront Place  
Third Floor  
Pittsburgh, PA 15222  
Fax No.: 412-253-9400  
Phone No.: 412-578-9757

**PAYMENTS:**

Bank: J.P. Morgan Chase Bank, NA  
For the Account of: EverPower Commercial Services  
LLC  
ABA No.: 021000021  
Account No.: 500005827

**CONFIRMATION AND INVOICES:**

Attn.: Olivia Merich  
FAX No.: (412) 578-9757  
Phone No.: (412) 253-9407

**SCHEDULING:**

Attn.: Chris Rugh  
FAX No.: (412) 578-9757  
Phone No.: (412) 253-9931

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the date first above written.

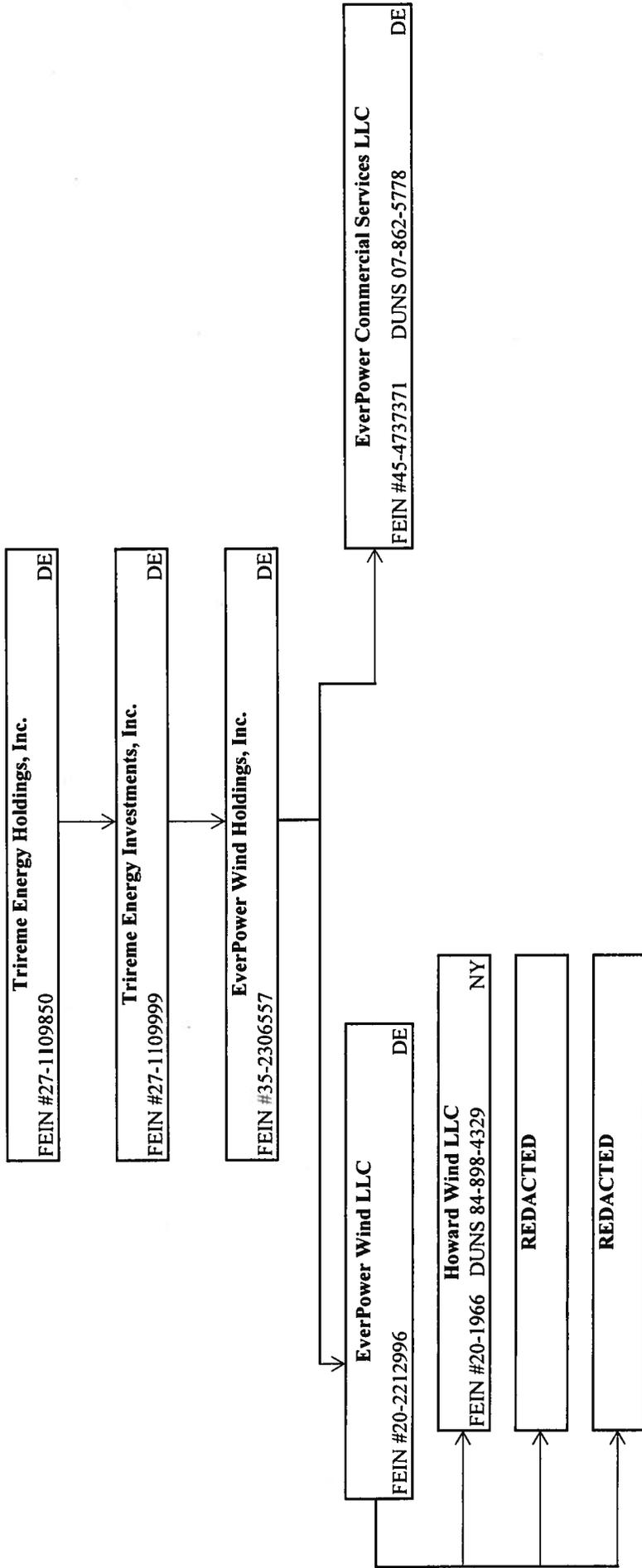
**HOWARD WIND LLC**

By: *George Henderson*  
Name: George Henderson  
Title: Chief Commercial Officer

**EVERPOWER COMMERCIAL SERVICES LLC**

By: *George Henderson*  
Name: George Henderson  
Title: Chief Commercial Officer

Legal Organization Chart





# STATE OF CONNECTICUT

**PUBLIC UTILITIES REGULATORY AUTHORITY  
TEN FRANKLIN SQUARE  
NEW BRITAIN, CT 06051**

**DOCKET NO. 13-03-24 APPLICATION OF HOWARD WIND LLC FOR  
QUALIFICATION OF HOWARD WIND FARM AS A CLASS  
I RENEWABLE ENERGY SOURCE**

June 26, 2013

## **DECISION APPROVING CLASS I CERTIFICATION**

On April 2, 2013, the Public Utilities Regulatory Authority (Authority or PURA) received an application from Howard Wind LLC (Applicant or Company) requesting that the Authority determine that the Howard Wind Farm wind facility (Howard or Facility) located in Hornell, New York qualifies as a Class I renewable energy source.

The Authority reviewed all of the information in the record and finds that pursuant to §16-1(a)(26) of the General Statutes of Connecticut, the wind facility qualifies as a Class I renewable energy source, effective January 1, 2013. The Facility originally began commercial operation on December 23, 2011, and had a nameplate capacity of 51.25 MW. On December 20, 2012, Howard increased its capacity by 4.1 MW and began operating with a nameplate capacity of 55.35 MW. The Facility's Independent System Operator of New England's Generation Unit Asset Identification Number, New England Power Pool Generation Information System (NEPOOL-GIS) Identification Number or Other Number is NY323690. Howard is a grid-connected generation facility located in New York and can import its energy into the control area of the NEPOOL-GIS. The Authority assigns the Facility Connecticut Renewable Portfolio Standard Registration No. CT00550-13.

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

**ORDER FOR COMPANY**

To comply with the Order below, the Company shall submit one original of the required documentation to the Executive Secretary, Ten Franklin Square, New Britain, CT 06051, and file an electronic version through the Authority's website at [www.ct.gov/pura](http://www.ct.gov/pura). Submissions filed in compliance with the PURA Orders must be identified by all three of the following: Docket Number, Title and Order Number.

1. Each Quarter, the Company shall file with the Authority, by the date indicated in the table below, the Quarterly Generation Report from the NEPOOL-GIS that shows the number of renewable energy credits (RECs) created by the NEPOOL-GIS Administrator based on the Class I activities of the Facility on the Creation Date [as defined in Section 2.1(b) of the NEPOOL GIS Operating Rules, as amended from time to time] for said quarter.

The first report is due August 15, 2013, with subsequent due dates as shown below:

<b>Class I Activity Calendar Quarter</b>	<b>GIS REC Creation Date</b>	<b>Report Due Date</b>
1. (Jan 01-Mar 31)	Jul 15	Aug 15
2. (Apr 01-Jun 30)	Oct 15	Nov 15
3. (Jul 01-Sep 30)	Jan 15	Feb 15
4. (Oct 01-Dec 31)	Apr 15	May 15

**The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to requirements of the Americans with Disabilities Act. Any person with a disability who may need information in an alternative format may contact the agency's ADA Coordinator at 860-424-3194 or at [deep.hrmed@ct.gov](mailto:deep.hrmed@ct.gov). Any person with limited proficiency in English, who may need information in another language, may contact the agency's Title VI Coordinator at 860-424-3035 or at [deep.aao@ct.gov](mailto:deep.aao@ct.gov). Any person with a hearing impairment may call the State of Connecticut relay number – 711. Discrimination complaints may be filed with DEEP's Title VI Coordinator. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.**

**DOCKET NO. 13-03-24 APPLICATION OF HOWARD WIND LLC FOR  
QUALIFICATION OF HOWARD WIND FARM AS A CLASS  
I RENEWABLE ENERGY SOURCE**

This Decision is adopted by the following Directors:

Michael A. Caron

Arthur H. House

John W. Betkoski, III

CERTIFICATE OF SERVICE

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



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Kimberley J. Santopietro  
Executive Secretary  
Public Utilities Regulatory Authority

June 27, 2013

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Date