The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

+am 36

October 12, 2021

OCT 27'21 AM 9:20 RCVD

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a Water User Contract, pursuant to RSA 481:8, with Great River Hydro, LLC to compensate NHDES for water stored and delivered from the Connecticut-Coos Project. The contract shall become effective on the date of Governor and Council approval and shall remain in effect for 25 years from that date.

EXPLANATION

The proposed contract has been developed pursuant to RSA 481:8. Under this statute, NHDES is directed to make contracts that provide compensation to the state for the use of stored water or other benefits created by state-owned dam projects. The purpose of the contracts is to make the state-owned dam projects as self-supporting as possible.

Great River Hydro, LLC generates hydroelectric power at their hydropower facilities on the Connecticut River including the Moore, Comerford, McIndoe, Wilder, Bellows Falls and Vernon hydropower dams. NHDES owns and operates Murphy Dam on the Connecticut River upstream of Great River Hydro, LLC hydropower dams. NHDES's operation of Murphy Dam provides benefits to Great River Hydro, LLC hydropower dams by storing high inflows from spring runoff, snow melt and storm events and releasing the water at a lower rate that more closely matches the capacity of the downstream hydroelectric stations, so that the water is managed and more power can be generated at the stations.

Although the contract does not become effective until the date of Governor and Council approval, the contract requires that the Water User Fee be computed as of the January 1, 2021. Under the proposed contract, Great River Hydro, LLC will pay an initial Water User Fee based on a monthly rate of $14.40 per billion cubic feet of stored water that is delivered from NHDES's storage project at times at which it can be used by Great River Hydro, LLC for power generation. This value will be adjusted as described below over the term. As required by state statute, this rate is less than the benefit Great River Hydro, LLC receives from the water, and is based on the costs of operating and maintaining the DES project. Using this monthly charge, the initial annual Water User Fee due DES under this contract is approximately $362,000.

Each year of the Water User Contract, the monthly charge will escalate or de-escalate due to changes in the operating budget of the Connecticut-Coos Project, any operating budget surplus or deficit, the capital improvement plan for the 80-year-old project, debt service requirements, and monies held in the Connecticut-Coos Project Operating Account and the Connecticut-Coos Project Trust Fund, so that, in accordance with RSA 481:8, the Project is made self-supporting to the fullest extent possible. The contract also includes a clause requiring that, if Great River Hydro, LLC sells any of their facilities, the obligations of the contract must be assumed by the purchaser.

The Connecticut-Coos Project Trust Fund was established pursuant to RSA 11 to fund the operation and maintenance of the project. The Water User Fees collected from the contract will be deposited in this trust fund or the operating account for the project. Withdrawals from the trust fund that are needed to fund the operation and maintenance of the project must be approved by the NHDES, which is the Administrator of the trust fund, and the rebudgeting of those funds must be approved by Governor and Executive Council.

The contract has been approved by the Department of Justice as to form, content, and execution.

We respectfully request your approval.

Robert R. Scott
Commissioner

CONNECTICUT–COOS PROJECT

CONTRACT WITH WATER USER

Between the

NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES

and

GREAT RIVER HYDRO, LLC

for its

HYDROPOWER DEVELOPMENTS

on the

CONNECTICUT RIVER

Contractor Initials SDH
Date 9-27-21

This Contract, made this _____day of _____, _____ is by and between the State of New Hampshire **("STATE")** acting by its Department of Environmental Services, located at 29 Hazen Drive, Concord, New Hampshire, hereinafter called the "**DEPARTMENT**" and Great River Hydro, LLC, a Delaware limited liability company with an office at 112 Turnpike Road, Westborough, Massachusetts, hereinafter called the "**CONTRACTOR**".

WITNESSETH THAT

WHEREAS, by Chapter 481 of the Revised Statutes Annotated (RSA), entitled "State Dams, Reservoirs, and Other Water Conservation Projects", as amended, the Water Resources Board **("BOARD")** was created and empowered, among other things, to construct, maintain and operate projects;

WHEREAS, by Chapter 202, Laws of 1986, the **BOARD** was reorganized and its public corporation functions were assumed by the new Water Resources Council **("COUNCIL")** on January 2, 1987;

WHEREAS, pursuant to Chapter 112 of the Laws of 2009, the **COUNCIL** was eliminated, and all rights, responsibilities and obligations of the **COUNCIL** were granted to the **DEPARTMENT**;

WHEREAS, the **STATE** owns a water storage project in Pittsburg, New Hampshire, known as the "Connecticut-Coos Project" (formerly known as the Pittsburg Project), and hereinafter called the "Project," located on the Connecticut River, about one-half mile upstream from the Village of Pittsburg, consisting of a 2,200-foot-long and 106-foot-high earth embankment structure known as the Murphy Dam, and including a side approach channel overflow spillway for flood discharge, located near the north end of the embankment, making a normal full pond operating level at elevation (El) 1,385 feet National Geodetic Vertical Datum (NGVD), a control tower, a discharge conduit and operating gates; water surface area of the reservoir filled at El 1,385 feet NGVD resulting in 2,010 acres, impounding 4.326 billion cubic feet of water;

Contractor Initials SDA
Date 9-22-21

WHEREAS, there was executed by the **BOARD** and New England Power Company, a Water User Contract dated August 15, 1984 (the "Previous Water User Contract") for New England Power Company to pay water user fees for the use of water from the Connecticut-Coos Project. That contract was subsequently assigned to the **CONTRACTOR** and, although would have expired by its terms on May 1, 2015, the **CONTRACTOR** and the **DEPARTMENT** have continued to abide by the terms and conditions of such contract since May 1, 2015 by mutual agreement.

WHEREAS, the **DEPARTMENT** is empowered to charge and collect fees for the use of delivered water from storage and other related services, subject to and in accordance with agreements with bond holders, Water Users (as defined below in Article 2.9), developers and operators as provided in RSA 481:3;

WHEREAS, pursuant to RSA 481:8, the **DEPARTMENT** is required to make contracts with Water Users and other beneficiaries of stored waters, subject to the approval of Governor and Executive Council, to recover equitable compensation from the use of stored water or other special benefits created by a water storage project in order to make the Connecticut-Coos Project self-liquidating and self-supporting so far as possible;

WHEREAS, the **CONTRACTOR** is a Water User by virtue of operating the Moore, Comerford, McIndoe, Wilder, Bellows Falls and Vernon hydropower facilities downstream of the Connecticut-Coos Project;

WHEREAS, the **DEPARTMENT** has determined that the operation and maintenance of the **CONTRACTOR**'S hydropower facilities promote the purposes of the Project as set forth in RSA 481:1 and RSA 481:13 and are in the best interest of the State of New Hampshire;

WHEREAS, it is necessary for the **DEPARTMENT** to continue to maintain and operate the Connecticut-Coos Project for an additional twenty-five (25) years from the effective date of this contract;

WHEREAS, the **CONTRACTOR** also manages upstream reservoir storage at both the First and

Contractor Initials SDH
Date 9-27-21

Second Connecticut Lakes, and, in accordance with 481:13, the **DEPARTMENT** acknowledges that operating the Connecticut-Coos Project in a coordinated manner that maximizes storage benefit and reservoir management between all three storage reservoirs is prudent, promotes the state's industrial and economic welfare by enhancing the present and potential water power of the Connecticut River, benefits all downstream water users and is in the public interest.

NOW THEREFORE, in consideration of these premises and of the mutual promises herein contained, the parties hereto, for themselves and their respective successors and assigns, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, agree as follows:

ARTICLE 1. EFFECTIVE DATE AND TERM

1.1 This Contract shall become effective on the date of Governor and Executive Council approval thereof, and shall remain in effect for a period of twenty-five (25) years from that date, unless sooner terminated as provided in Article 8 of this Contract.

1.2 In the event that the effective date is not January 1, 2021, the Water User Fee as described in Article 4 shall be computed as of January 1, 2021.

ARTICLE 2. DEFINITIONS

Whenever used in this Contract, the following terms shall have the following meaning:

2.1 "Calendar Year" shall mean a period of one year beginning January 1 and ending December 31.

2.2 "Connecticut Lakes Supplementary Agreement" means the Supplementary Agreement dated August 14, 1997 by and between the **CONTRACTOR**'s predecessor in title, New England Power Company ("NEP"); the State of New Hampshire, by and through its Governor, its Fish and Game Department ("NHFGD"), and its Department of Environmental Services ("NHDES"); the State of

Contractor Initials SDH
Date 9-22-21

Vermont, by and through its Governor and Agency of Natural Resources ("VANR"); the United States Fish and Wildlife Service ("USFWS"); the United States Environmental Protection Agency ("EPA"); the National Park Service ("NPS"); the Appalachian Mountain Club; the Connecticut River Joint Commissions; the Connecticut River Watershed Council; the New Hampshire Rivers Council; the North Country Council; the Northeastern Vermont Development Association; and the New Hampshire Council of Trout Unlimited. A copy of the Connecticut Lakes Supplementary Agreement is attached as Exhibit A.

2.3 "Gross Operating Head" shall mean, for each developed site owned by the **CONTRACTOR** and benefitted by the Connecticut-Coos Project, the difference in elevation, measured to the nearest foot, between the normal level of the pond or headwater above the dam at the site in question, such level being measured to the top of the flashboards normally used, if any, or to the crest of the dam (or spillway section thereof, if any) and the elevation of the free water surface in the tailwater under normal operating conditions.

2.4 "Lake Francis MOA" means the Memorandum of Agreement dated August 14, 1997, by and between the State of New Hampshire, by and through its Governor, its Water Resources Council, the NHFGD, the NHDES; the United States of America, by and through the USFWS, the EPA, and the NPS; the State of Vermont, by and through its Governor and the VANR; NEP, **CONTRACTOR**'s predecessor in title; the Appalachian Mountain Club; the Connecticut River Joint Commissions; the Connecticut River Watershed Council; the North Country Council; the Northeastern Vermont Development Association; the New Hampshire Council of Trout Unlimited; and the New Hampshire Rivers Council. A copy of the Lake Francis MOA is attached as Exhibit B.

2.5 "Minor Amendments" shall mean any amendment to the contract which does not alter the expected revenues to be generated during the original term of the contract.

2.6 "Parties" shall collectively mean the **DEPARTMENT** and the **CONTRACTOR**.

2.7 "Semi-Annual Fee" shall mean the fee payment to be made by the **CONTRACTOR** to the

Contractor Initials SDH
Date 9-22-21

DEPARTMENT for the semi-annual fee periods, the first of which begins on January 1 and runs through June 30 of each Calendar Year, and the second of which begins July 1 and runs through December 31 of each Calendar Year.

2.8 "Significant Amendments" shall mean any amendment to the Contract which alters the expected revenues to be generated during the original term of the Contract.

2.9 "Water User" shall mean those entities specially benefited by the Project, pursuant to RSA 481:8.

2.10 "Water User Fee" (WUF) shall mean the fee payable by **CONTRACTOR** under Article 4.

ARTICLE 3. OPERATION OF CONNECTICUT-COOS PROJECT

3.1 Subject to acts of God, war, insurrection and causes beyond its control; and sale, lease, or granting of an easement pursuant to the Dam Leasing Program or Federal law; the **DEPARTMENT** shall, at its own expense, own, operate, repair, and maintain the Project in proper operating condition and in a good state of repair and perform all acts necessary to utilize available storage and effect the regulation and release of stored water in the manner set forth in this Article.

3.2 The **DEPARTMENT** shall operate the Project to manage available inflow and reservoir operations, guided to the extent reasonably possible and practical by the historical operation rule curve provided in Connecticut Lakes Supplementary Agreement and Lake Francis MOA. During the period from March 15 to June 15 of each year, the Project shall be filled to El 1,385 feet NGVD to the extent the run-off will allow. Thereafter, the stored water shall be released from the Project at such times and in such quantities as may be most beneficial to the **CONTRACTOR** so that on or about March 15 of the following year, the Project shall be drawn down to El 1,330 feet NGVD, if necessary, for the control of spring flood waters and for the impounding of the spring run-off then anticipated. The above-mentioned activities shall be conducted in accordance with established operating principles in view of the prevailing and/or anticipated meteorological conditions, including inflow and runoff

Contractor Initials SDH
Date 9-27-21

forecasts, and shall not interfere with or obstruct the flow of water released from present or future water storages or conservation reservoirs located upstream from the Project.

3.3 The method of storage and release of water set forth shall be subject to the provisions of RSA 481:13, including, without limitation, the obligation on the **DEPARTMENT** not to interfere with or obstruct the flow of stored water released from any present or future water storage or conservation reservoir located upstream from the Project. The day-by-day and hour-by-hour discharge ("daily-hourly discharge") of water from the Project, in the method and in the manner set forth in this article, shall be performed at the dam, in a timely and responsive manner and in accordance with the **CONTRACTOR**'S dispatch instructions, so as to deliver to the **CONTRACTOR** the water stored by the Project in such quantities and amounts as the **CONTRACTOR** has prescribed will be best suited to bring the **CONTRACTOR** the benefits contemplated by the Contract. Based on current and anticipated meteorological conditions and hydrological data, the method of operation of the Project as set forth will provide protection against damages resulting from floods consistent with securing to the **CONTRACTOR** the contemplated benefits from the operation of the Project.

ARTICLE 4. DETERMINATION AND USE OF WATER USER FEE

4.1 Commencing on the effective date of this Contract and continuing semi-annually thereafter, the **CONTRACTOR**, as the primary headwater beneficiary of stored water and in consideration of the benefit of **CONTRACTOR**'s right, under this Contract, to prescribe the daily-hourly discharge at the Connecticut-Coos Project, shall prospectively pay to the **DEPARTMENT** a Water User Fee for the use of stored water and all other benefits created by the Project. The Water User Fees associated with stored water at the Project shall be made equitable among all other downstream beneficiaries and users based on gross head at all downstream hydroelectric projects, including the development of hydroelectric generation at the Project under RSA 481:8 (II). The semi-annual Water User Fee shall be calculated in accordance with the following formula:

Contractor Initials SDH
Date 9-27-21

$$WUF = M \times 6 \times S \times H$$

Where:

WUF = Water User Fee

M = Monthly Charges per billion cubic feet of maximum useable stored water at the Project, per foot of total Gross Operating Head at the Moore, Comerford, McIndoe, Wilder, Bellows Falls and Vernon hydropower facilities.

S = Billion cubic feet (4.26) of maximum available useable stored water from the Project.

H = The Gross Operating Head of the Moore, Comerford, McIndoe, Wilder, Bellows Falls and Vernon hydropower facilities. (As of the date of this Contract, the combined Gross Operating Head of the facilities is 492 feet).

4.2 Commencing with the first computation and establishment of the WUF under this Contract, "M" shall be set at $14.40. This includes a 20% surcharge over the Monthly Charge paid by other Water Users to reflect the additional benefit provided to the **CONTRACTOR** as primary headwater beneficiary. Thereafter, "M" shall escalate or deescalate on January 1 of each subsequent first year of the biennial State budget cycle due to changes in the operating budget, any operating budget surplus or deficit, the capital improvement plan, debt service requirements, and monies held in the Connecticut-Coos Project Operating Account and the Connecticut River-Coos Project Trust Fund, so that, in accordance with RSA 481:8, the Project is made, to the fullest extent possible, self-liquidating and self-supporting.

4.3 No later than October 1 each year during the term of Contract, the **DEPARTMENT** shall

Contractor Initials SSH
Date 9-27-21

furnish to the **CONTRACTOR** a Statement of Accounts for the preceding State Fiscal Year. "Statement of Accounts" means a statement for the Project reflecting: (i) all compensation, proceeds and deposits (including monies received from other Water Users for downstream benefits from the Project, lease and hydroelectric development by third parties (RSA 481:8(II), and property leases (RSA 481:3-a)), (ii) all withdrawals, transfers, and any interest earned on the funds, (iii) all costs and expenditures associated with operations and maintenance, capital repair and improvements performed and debt service, (iv) the operating budget and use of funds, and (v) an accounting of any surplus or reserve funds collected, and, if applicable, a plan to use such surplus for future improvement or maintenance, or a change in the Water User Fee.

4.4 No later than November 1 each year, the **DEPARTMENT** and the **CONTRACTOR** shall meet to review: (i) the Statement of Accounts, (ii) the operation and maintenance plan for the Project, including for the purposes of minimizing negative impacts on up and downstream projects, (iii) the capital repair and improvement plan for the Project, including for the purposes of minimizing negative impacts on up and downstream projects, any (iv) operational and public use issues related to the Project. At such meeting, the **DEPARTMENT** shall present its current fiscal year and anticipated next fiscal year budget, debt service requirements, status of any surplus monies collected under this Contract or any other Water User contract related to the Project, and provide the basis and calculation for any proposed adjustments to the Monthly Charges ("M") used in the calculation of the annual Water User Fee . Based on the information provided by the **DEPARTMENT**, the **CONTRACTOR** shall review the calculation and either accept the proposed Monthly Charges ("M") or request additional information and clarification. Once additional information and/or clarification has been provided, the new "M" will be used for the next year's Water User Fee calculation.

4.5 Money collected through annual fees specified within this Contract shall be held first in the Connecticut-Coos Project Operating Account. Surplus monies beyond the anticipated needs, for the next two fiscal years, of the Connecticut-Coos Operating Account may be transferred, at the discretion

Contractor Initials SDH
Date 9-27-21

of the **DEPARTMENT**, to the Connecticut River-Coos Project Trust Fund. Monies in the Connecticut River-Coos Project Trust Fund shall include reserves necessary to address all costs and expenditures associated with operations and maintenance, capital repair and improvements and debt service identified by the **DEPARTMENT**.

4.6 Invoices for all amounts due under this Article 4 shall be rendered semi-annually by the **DEPARTMENT** to the **CONTRACTOR** for the next semi-annual fee period. If all or any part of any invoice shall remain unpaid for more than thirty (30) days, then interest will be charged at a rate per annum equal to the United States Prime Lending Rate as listed in the Eastern print edition of the Wall Street Journal® or comparable rate on the date of the invoice, and shall thereafter accrue and be payable to the **DEPARTMENT** either (1) on such unpaid amount, or (2) in the event the amount of the invoice is disputed, on the amount finally determined to be due and payable. The **CONTRACTOR** may dispute all or any part of any invoice by mailing to the **DEPARTMENT** a written notice thereof within thirty (30) days of receipt of such bill and by paying to the **DEPARTMENT** any amount not in dispute.

ARTICLE 5. MODIFICATION OF CONTRACTOR'S FACILITIES

If the **CONTRACTOR** modifies its facilities and thereby alters its Gross Operating Head, the Water User Fee assessed under Article 4 will be re-determined accordingly and applied to the next year's calculation of the Water User Fee.

ARTICLE 6. DAM RECONSTRUCTION

If the Murphy Dam and its appurtenance(s) is (are) substantially destroyed or damaged from any cause to the extent that the DEPARTMENT cannot meet all its obligations under this Contract, then this Contract shall terminate automatically sixty (60) days after the occurrence of such destruction or damage. In the event of such an occurrence, the **DEPARTMENT** shall make provisions, to the extent practicable, so that the destroyed or damaged facilities will not obstruct or otherwise interfere with

Contractor Initials SDK
Date 9-27-21

the natural flow of the Connecticut River as well as the flow of stored water released from any present or future water storage or conservation reservoir located upstream as provided under RSA 481:13.

ARTICLE 7. **CONTRACTOR** A LAWFUL WATER USER

The **CONTRACTOR** shall be deemed a lawful user of stored water from the Project under RSA 481 for the term of this Contract, provided that all fees due and owing have been paid in full. If all fees due and owing are not paid in full, the **CONTRACTOR** shall not be deemed a lawful user and may be enjoined and penalized pursuant to RSA 481:12. The **CONTRACTOR** for itself and its successors and assigns agrees that any injunctive relief granted to the **DEPARTMENT** does not constitute a "right to payment" as such expression is used in Title 11 of the United States Code (the "Bankruptcy Code"). The **CONTRACTOR** also agrees that any proceeding to enforce the terms of this Contract are excepted from the application of the automatic stay pursuant to Bankruptcy Code § 362(b)(4).

ARTICLE 8. SALE BY **CONTRACTOR** OF HYDROPOWER FACILITIES

8.1 The **CONTRACTOR** agrees that if it shall sell one or more of its developed waterpower sites on the Connecticut River, then it shall require as a condition of the sale that the purchaser enter into a Water User Contract with the **DEPARTMENT** as of the date of sale that makes the **DEPARTMENT** whole against any loss of revenues from the **CONTRACTOR** under Article 4 resulting from the **CONTRACTOR**'s sale of the site(s). Any such contract described herein is subject to approval by the **DEPARTMENT** and the New Hampshire Governor and Executive Council. The **CONTRACTOR** shall remain liable to make payments associated with the site(s) under the provisions of Article 4 until the purchaser of the site(s) has entered into such a contract. Alternatively, the **CONTRACTOR** may, with the **DEPARTMENT**'s written consent, said consent not to be unreasonably withheld, and the New Hampshire Governor and Executive Council's approval assign the Contract's obligations and benefits; provided that any such resulting assignee has agreed with the **DEPARTMENT** to perform all of the **CONTRACTOR**'s covenants

Contractor Initials SDH
Date 5-27-21

and obligations hereunder. The **DEPARTMENT** agrees to respond to the **CONTRACTOR**'s request for a proposed assignment within thirty (30) days from the receipt thereof.

8.2 The **CONTRACTOR** acknowledges and agrees that in the event that it or its trustee chooses to reject the Contract pursuant to Bankruptcy Code § 365 during any bankruptcy proceeding in which the **CONTRACTOR** is a debtor, it or its trustee shall nevertheless be required to submit to a judicial determination pursuant to RSA 481:9, unless the **CONTRACTOR** or its trustee shall have made a disclaimer of any right to use stored water as provided in RSA 481:9 and that such proceedings shall be excepted from the application of the automatic stay pursuant to Bankruptcy Code § 362(b)(4). The **CONTRACTOR** for itself and its successors and assigns agrees that the Department's rights under RSA 481:9 do not constitute a debt as such term is used in the Bankruptcy Code.

ARTICLE 9. SALE OF CONNECTICUT-COOS PROJECT

In the event the **DEPARTMENT**, during the term of this Contract, provides written notice to **CONTRACTOR**, signed by the Commissioner of the **DEPARTMENT**, that it intends to sell or otherwise dispose of the Project, excepting a lease or granting of an easement at the Murphy Dam under the State's Dam Leasing Program pursuant to Article 10 or transfer to another State Agency, then the **DEPARTMENT** shall first offer the Project to the **CONTRACTOR**. The **CONTRACTOR** shall respond in writing to the **DEPARTMENT** within ninety (90) days whether it wishes to purchase the Project. If the **CONTRACTOR** wishes to purchase the Project, the **CONTRACTOR** and the **DEPARTMENT** shall proceed pursuant to RSA 4:40 and RSA 481. The parties shall negotiate in good faith for a sale of the Project upon mutually satisfactory terms with such sale subject to the necessary approvals required under RSA 4:40. If the **CONTRACTOR** does not accept, then the **DEPARTMENT** may offer to sell or otherwise dispose of the Project to any other person or entity allowed by law. The **DEPARTMENT** agrees that if it should sell the Project to any other person or entity other than the **CONTRACTOR**, it shall require as a condition of the sale, that the purchaser enter into a Water User Contract which provides the same

Contractor Initials SDH
Date 9-27-21

terms and conditions as this Contract including any rights to renewal held by the Water Users. Similarly, if the Project is licensed, or a part of the Project is licensed, by the Federal Energy Regulatory Commission, the **DEPARTMENT** will require, to the extent allowable under Federal Law, the purchaser to continue the **DEPARTMENT's** obligations to the **CONTRACTOR** pursuant to Article 3 of this Agreement.

ARTICLE 10. DAM LEASING PROGRAM

Under any lease or granting of an easement at the Project's dam, or any lease or granting of an easement of any portion thereof, for hydroelectric or other purposes, under the State of New Hampshire's Dam Leasing Program under RSA 481:3-a, under any contract with a third party(ies) to develop hydroelectric generation at the Connecticut-Coos Project under RSA 481:8 (II), or pursuant to Federal law, the **DEPARTMENT** shall require as a condition of the lease, deed of easement or other agreement that the Project be maintained and operated in accordance with the terms of this Contract. This provision shall not provide the **CONTRACTOR** any cause of action as against the **DEPARTMENT** for acts or omissions of the lessee or grantee.

ARTICLE 11. NOTICES

Any notice or other communication required or permitted hereunder shall be in writing and shall be postage pre-paid, return receipt requested or hand delivered:

If to the **DEPARTMENT**: State of New Hampshire
Department of Environmental Services
29 Hazen Drive
P.O. Box 95
Concord, NH 03302-0095
Attention: James W. Gallagher, Jr., P.E.
Administrator, Dam Bureau
(or duly appointed successor)

Contractor Initials SDH
Date 9-27-21

Or at such other address as the **DEPARTMENT** may have designated by written notice to the **CONTRACTOR**. Such notice shall be deemed properly given upon the posting in the United States mail or upon receipt if delivered by hand delivery.

If to **CONTRACTOR**: Great River Hydro, LLC
112 Turnpike Road, Suite 200
Westborough, MA 01581
Attn: Legal Department

Or at such other address as the **CONTRACTOR** may have designated by written notice to the **DEPARTMENT**. Such notice shall be deemed properly given upon the posting in the United States mail or upon receipt if delivered by hand delivery.

ARTICLE 12. AMENDMENTS TO CONTRACT

No change of or amendment to this Contract shall be made except by a written instrument signed by the parties, executed with the formalities of this Contract. Any Significant Amendment, as defined in Article 2.5 of this Contract, shall be approved by the Governor and Executive Council of the State of New Hampshire. Minor Amendments, as defined in Article 2.2 of this Contract, may be executed without the approval of the Governor and Executive Council of the State of New Hampshire.

ARTICLE 13. WAIVERS

Failure of either party to enforce any of the provisions of this Contract, or to require performance by the other party of any of the provisions hereof, shall not be construed to waive such provision, nor to affect the validity of this Contract or any part thereof, or the right of either party to thereafter enforce each and every provision.

Contractor Initials SDA
Date 9-27-21

ARTICLE 14. REGULATION AND VENUE

Except as provided expressly herein, this Contract and all rights, obligations, and performance of the parties hereunder are subject to all applicable State and Federal laws and regulations, and to all duly promulgated orders and other duly authorized action of governmental authority having jurisdiction. Parties agree that any suit for the enforcement of this contract may be brought in the Superior Court for Coos County, New Hampshire and consents to the jurisdiction of such court and service of process in any such suit being made by mail. Parties waive any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

ARTICLE 15. INTERPRETATION

The interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of New Hampshire.

ARTICLE 16. COUNTERPARTS

This Contract may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

No provision in this Contract is intended to be, nor shall it be, interpreted by any party hereto to be a waiver of sovereign immunity.

ARTICLE 18. CERTIFICATES

Pursuant to RSA 5:18-a, the **CONTRACTOR** shall attach certificates to this Contract, evidencing

the authority of its signatory to execute and bind the **CONTRACTOR** to this Contract, together with a Certificate of Good Standing with the Secretary of State of the State of New Hampshire.

ARTICLE 19. SHORTAGE CRISES

Pursuant to the provisions of RSA 481:8, III, as amended, in the event of a shortage crisis, as determined by the Governor and Executive Council, in either the water resources of the State of New Hampshire or the capacity to fulfill the electrical requirements of the State of New Hampshire, then the Governor and Executive Council, to fulfill the needs and requirements of the citizens of the State of New Hampshire, may suspend the terms of this Contract which provide services outside of the state, to the extent consistent with applicable law.

ARTICLE 20. THIRD PARTIES

The parties hereto do not intend to benefit any third parties, and this Contract shall not be construed to confer any such benefit.

ARTICLE 21. SEVERABILITY

If any term or provision of this Contract, or the application thereof, to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances, other than to those which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 22. MERGER

This Contract, including all exhibits attached hereto, constitutes the entire agreement between the parties, and all prior understandings, agreements, and representations have been merged herein.

Contractor Initials SDH
Date 9-27-21

ARTICLE 23. NON-LIABILITY OF **CONTRACTOR**

The **CONTRACTOR** shall not be liable to the **DEPARTMENT**, any other Water User or any third party for any claims, costs, loss, or expense (including attorney's fees) resulting from the ownership, operation, maintenance, or repair of the Project, with the exception of claims, costs, loss, or expenses resulting from **CONTRACTOR'S** negligent acts or omissions.

ARTICLE 24. SUCCESSOR AND ASSIGNS

This Contract shall be binding upon the parties, their successors and assigns, including without limitation any successor owner of the Project.

[SIGNATURES ON FOLLOWING PAGE]

Contractor Initials SDH
Date 9-27-21

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first written above.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES

ROBERT R. SCOTT, COMMISSIONER

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

This instrument was acknowledged before me on 10-18-21, by Robert R. Scott, in his capacity as Commissioner of the Department of Environmental Services.

NOTARY PUBLIC/JUSTICE OF THE PEACE
My Commission expires 7-14-26.

SUZANNE E. BEAUCHESNE
Notary Public - New Hampshire
My Commission Expires July 14, 2026

GREAT RIVER HYDRO, LLC

SCOTT D. HALL, PRESIDENT AND CEO

STATE: Maine.
COUNTY: Penobscot.

This instrument was acknowledged before me on September 27, 2021, by Scott D. Hall, in his capacity as President and CEO of Great River Hydro, LLC.

TAYLOR SOULE
NOTARY PUBLIC
State of Maine
My Commission Expires
June 10, 2027

NOTARY PUBLIC/JUSTICE OF THE PEACE
My Commission expires 06-10-2027.

Contractor Initials SDH
Date 9-27-21

Approved as to form, substance and execution

Date 10/26/2021 By: _____
Office of NH Attorney General

Approved by Governor and Executive Council

Date _____ Agenda Item No. _____

Contractor Initials SDH
Date 9-27-21

Exhibit A

Connecticut Lakes Supplementary Agreement

Contractor Initials SDH
Date 9-27-21

CONNECTICUT LAKES

Supplementary Agreement

New England Power
A NEES company

Final Conn. Lakes Supplementary Agreement
August 6, 1997

Supplementary Agreement

The parties to this Supplementary Agreement, dated this 14 day of August, 1997, are New England Power Company (New England Power), together with the following (collectively, the "Stakeholders"): The State of New Hampshire, by and through its Governor, its Fish and Game Department ("NHFGD") , and its Department of Environmental Services ("NHDES"); the State of Vermont, by and through its Governor and Agency of Natural Resources ("VANR"); the United States Fish and Wildlife Service ("USFWS"); the United States Environmental Protection Agency ("EPA"); the National Park Service ("NPS"); the Appalachian Mountain Club; the Connecticut River Joint Commissions; the Connecticut River Watershed Council; the New Hampshire Rivers Council; the North Country Council; the Northeastern Vermont Development Association; and the New Hampshire Council of Trout Unlimited.

I. Background

A. The parties have this day executed a Settlement Agreement which sets forth the operational terms and conditions and other commitments under which the parties will support the issuance of a new 40 year license for the Fifteen Mile Falls Project, L.P. No. 2077 (the "Project"). Both NEP and the Stakeholders have made substantial commitments to each other therein. NEP and the Stakeholders also recognize that substantial opportunity exists to preserve and further enhance the Upper Connecticut River Watershed consistent with the Settlement Agreement through the management and protection of the Connecticut Lakes. The parties have also this day executed a Memorandum of Agreement with New Hampshire providing identical operating conditions to those contained herein, which would be effective if NEP were to no longer control the water management of Lake Francis.

B. The Connecticut Lakes consist of:

Lake Francis, owned by New Hampshire. NEP has certain rights with respect to the rate of discharge under a Water Users Agreement with the New Hampshire Water Resources Council.

First Connecticut Lake, owned by NEP, that discharges into Lake Francis.

Second Connecticut Lake, owned by NEP, that discharges into First Connecticut Lake.

Final Conn. Lakes Supplementary Agreement
August 6, 1997

In Consideration of the mutual covenants contained herein, the parties covenant and agree as follows:

II. Definitions

1. "NEP" shall mean New England Power Company and any successor owner of the First and Second Connecticut Lakes.

2. "Completion of Licensing" shall mean the date upon which all appeal periods have expired for the later occurring of; a) the issuance of a new federal license for the Project, consistent with the terms of this Agreement; b) the issuance of water quality certification by New Hampshire pursuant to §401 of the Clean Water Act, consistent with the terms of this Agreement; or c) the receipt of all federal and state approvals necessary for the transfer of the Project to a new owner.

3. "MSL" shall mean feet above mean sea level.

III. Water Management

A. NEP will provide minimum flow releases from each of the facilities as specified below:

	Second Conn. Lake	First Conn. Lake	Lake Francis
.5 CFSM or inflow, if less from 6/1 through 9/30	22.5 CFS	41.5 CFS	85 CFS
1.0 CFSM or inflow, if less from 10/1 through 5/31	45 CFS	83 CFS	170 CFS

B. NEP will continue to operate the reservoirs in the same fashion that is has historically. The historic operation is defined for Lake Francis, First Connecticut Lake, and Second Connecticut Lake by Attachments 1, 2, and 3, respectively. The operation of Second Connecticut Lake will continue to include the existing drawdown to elevation 1858 MSL by October 1 to protect lake trout spawning.

C. NEP's management of both the minimum flow and reservoir elevations at Lake Francis is based upon the existence of an agreement with New Hampshire authorizing NEP to exercise such control and NEP's commitments herein shall be in effect as long as that agreement remains in place.

Final Conn. Lakes Supplementary Agreement
August 6, 1997

IV. Land Protection

A. NEP agrees that upon the Completion of Licensing, to donate permanent conservation easements on its land holdings around and in the vicinity of the Connecticut Lakes. The areas to be restricted are approximately shown on a map attached as Attachment 4.

B. Said permanent conservation easements shall serve the same purposes and have the same administration as the conservation easements provided for in the Settlement Agreement in Sections V.A.2 through V.A.5.

C. Forestry on the lands around the Connecticut Lakes will be conducted pursuant to plans consistent with the guidelines set forth in Appendix A to the Settlement Agreement

V. Term

A. This Supplementary Agreement shall remain in effect for the period that the Settlement Agreement remains in effect and for the period of a new license issued in conformance with the Settlement Agreement, and for any annual licenses issued subsequent thereto. In the event that for any reason the Settlement Agreement is terminated, this Supplementary Agreement shall terminate simultaneously.

Intending to be legally bound, the Parties have executed this Supplementary Agreement through their duly authorized representatives.

New England Power C

John W. Rowe
Chairman

New England Power Company

Lawrence E. Bailey
Vice President, Generation Operations

State of New Hampshire

Jeanne Shaheen
Governor of New Hampshire

State of Vermont

Howard Dean, M.D.
Governor of Vermont

Final Conn. Lakes Supplementary Agreement
August 6, 1997

New Hampshire Fish and
Game Department

Wayne E Vetter

WAYNE E. VETTER
EXC. DIRECTOR

Vermont Agency of
Natural Resources

Barbara Ripley
Secretary

New Hampshire Department of
Environmental Services
New Hampshire Water Resources
Council

Robert Varney
Chairman of the Council

United States Fish and
Wildlife Service

Ronald E. Lambertson

Ronald E. Lambertson
Regional Director, Northeast Region

United States Environmental
Protection Agency

National Park Service

Marie Rust
Field Director

Appalachian Mountain Club

Connecticut River Joint
Commissions

Final Conn. Lakes Supplementary Agreement
August 6, 1997

New Hampshire Fish and
Game Department

_____

_____

Vermont Agency of
Natural Resources

_____

Barbara Ripley
Secretary

New Hampshire Department of
Environmental Services

Robert W. Varney

Robert W. Varney
Commissioner

United States Fish and
Wildlife Service

_____

Ronald E. Lambertson
Regional Director, Northeast Region

United States Environmental
Protection Agency

_____

_____

National Park Service

_____

Marie Rust
Field Director

Appalachian Mountain Club

_____

_____

Connecticut River Joint
Commissions

Final Conn. Lakes Supplementary Agreement
August 6, 1997

New Hampshire Fish and
Game Department

_____

_____

Vermont Agency of
Natural Resources

_____

Barbara Ripley
Secretary

New Hampshire Department of
Environmental Services
New Hampshire Water Resources
Council

_____

Robert Varney
Chairman of the Council

United States Fish and
Wildlife Service

_____

for Ronald E. Lambertson
Regional Director, Northeast Region

United States Environmental
Protection Agency

_____

National Park Service

_____

Marie Rust
Field Director

Appalachian Mountain Club

_____

_____

Connecticut River Joint
Commissions

Final Conn. Lakes Supplementary Agreement
August 6, 1997

New Hampshire Fish and
Game Department

_____

_____

Vermont Agency of
Natural Resources

_____

Barbara Ripley
Secretary

New Hampshire Department of
Environmental Services
New Hampshire Water Resources
Council

_____

Robert Varney
Chairman of the Council

United States Fish and
Wildlife Service

_____

Ronald E. Lambertson
Regional Director, Northeast Region

United States Environmental
Protection Agency

_____

_____

National Park Service

_____

Marie Rust
Field Director

Appalachian Mountain Club

_____

_____

Connecticut River Joint
Commissions

_____

_____

Final Conn. Lakes Supplementary Agreement
August 6, 1997

New Hampshire Fish and
Game Department

_____

_____

Vermont Agency of
Natural Resources

_____

Barbara Ripley
Secretary

New Hampshire Department of
Environmental Services
New Hampshire Water Resources
Council

_____

Robert Varney
Chairman of the Council

United States Fish and
Wildlife Service

_____

Ronald E. Lambertson
Regional Director, Northeast Region

United States Environmental
Protection Agency

_____

National Park Service

_____

Marie Rust
Field Director

Appalachian Mountain Club

_____

_____

Connecticut River Joint
Commissions

_____

_____

Final Conn. Lakes Supplementary Agreement
August 6, 1997

New Hampshire Fish and
Game Department

_____

_____

Vermont Agency of
Natural Resources

_____

Barbara Ripley
Secretary

New Hampshire Department of
Environmental Services
New Hampshire Water Resources
Council

_____

Robert Varney
Chairman of the Council

United States Fish and
Wildlife Service

_____

Ronald E. Lambertson
Regional Director, Northeast Region

United States Environmental
Protection Agency

National Park Service

_____

Marie Rust
Field Director

Appalachian Mountain Club

_____

Walter S Graff
Deputy Director

Connecticut River Joint
Commissions

_____

Final Conn. Lakes Supplementary Agreement
August 6, 1997

New Hampshire Fish and
Game Department

_____

_____

Vermont Agency of
Natural Resources

Barbara Ripley

Barbara Ripley
Secretary

New Hampshire Department of
Environmental Services
New Hampshire Water Resources
Council

_____

Robert Varney
Chairman of the Council

United States Fish and
Wildlife Service

_____

Ronald E. Lambertson
Regional Director, Northeast Region

United States Environmental
Protection Agency

_____

National Park Service

_____

Marie Rust
Field Director

Appalachian Mountain Club

_____

_____

Connecticut River Joint
Commissions

Final Conn. Lakes Supplementary Agreement
August 6, 1997

New Hampshire Fish and
Game Department

_____

New Hampshire Department of
Environmental Services
New Hampshire Water Resources
Council

_____
Robert Varney
Chairman of the Council

Vermont Agency of
Natural Resources

_____
Barbara Ripley
Secretary

United States Fish and
Wildlife Service

_____
Ronald E. Lambertson
Regional Director, Northeast Region

United States Environmental
Protection Agency

_____

National Park Service

_____
Marie Rust
Field Director

Appalachian Mountain Club

_____

Connecticut River Joint
Commissions

_____

Final Conn. Lakes Supplementary Agreement
August 6, 1997

New Hampshire Fish and
Game Department

_____

_____

Vermont Agency of
Natural Resources

_____

Barbara Ripley
Secretary

New Hampshire Department of
Environmental Services
New Hampshire Water Resources
Council

_____

Robert Varney
Chairman of the Council

United States Fish and
Wildlife Service

_____

Ronald E. Lambertson
Regional Director, Northeast Region

United States Environmental
Protection Agency

_____

National Park Service

_____

Marie Rust
Field Director

Appalachian Mountain Club

_____

Connecticut River Joint
Commissions

Nathan W. Tupper

COMMISSIONER, CHAIR FMF COM.

Final Conn. Lakes Supplementary Agreement
August 6, 1997

Connecticut River Watershed Council

Tom Miner, Executive Director

New Hampshire Rivers Council

North Country Council

Northeastern Vermont
Development Association

New Hampshire Council of Trout Unlimited

Final Conn. Lakes Supplementary Agreement
August 6, 1997

Connecticut River Watershed Council

_____

_____

New Hampshire Rivers Council

_____

North Country Council

EXECUTIVE DIRECTOR

Northeastern Vermont
Development Association

_____

New Hampshire Council of Trout Unlimited

_____

_____

Final Conn. Lakes Supplementary Agreement
August 6, 1997

Connecticut River Watershed Council

_____

_____

New Hampshire Rivers Council

_____

TREASURER

North Country Council

_____

_____

Northeastern Vermont
Development Association

_____

_____

New Hampshire Council of Trout Unlimited

_____

_____

Final Conn. Lakes Supplementary Agreement
August 6, 1997

Connecticut River Watershed Council

_____

_____

New Hampshire Rivers Council

_____

North Country Council

_____

_____

Northeastern Vermont
Development Association

New Hampshire Council of Trout Unlimited

_____

_____

Final Conn. Lakes Supplementary Agreement
August 6, 1997

Connecticut River Watershed Council

New Hampshire Rivers Council

_____

_____

North Country Council

Northeastern Vermont
Development Association

_____

_____

New Hampshire Council of Trout Unlimited

Dayton Goudie

DAYTON GOUDIE
COUNCIL REPRESENTATIVE

Final Conn. Lakes Supplementary Agreement
August 6, 1997

The undersigned entity concurs with and endorses the Supplementary Agreement entered into in coordination with the Fifteen Mile Falls Settlement Agreement, and seeking to lend its support to the timely implementation of the Supplementary Agreement and to thereby share in the benefits the Supplementary Agreement will provide, agrees to be bound by its terms.

Stanley Swain

TROUT UNLIMITED VERMONT

Date: 9 / 12 1997

Final Conn. Lakes Supplementary Agreement
August 6, 1997

The undersigned entity concurs with and endorses the Supplementary Agreement entered into in coordination with the Fifteen Mile Falls Settlement Agreement, and seeking to lend its support to the timely implementation of the Supplementary Agreement and to thereby share in the benefits the Supplementary Agreement will provide, agrees to be bound by its terms.

Conservation Law Foundation, by its
Attorney, Stephen L. Saltonstall

Date: 9/2/97

Lake Francis - Operating Levels 1975 to 1995

Conn Lakes
Attachment 1

Conn Lakes
Attachment 2

First Lake - Operating Levels 1975 to 1995

Second Lake Operating Leve 983 o 995

Ca In
Attachment 3

Figure No.
New England Power Lands to be Subject to Conservation Easements
New England Power Co. - Connecticut Lake Storage Reservoirs

LOUIS BERGER &

Exhibit B

Lake Francis MOA

Contractor Initials SDA
Date 9-27-21

MEMORANDUM OF AGREEMENT

The parties to this Agreement, dated this 14 day of August, 1997, are the State of New Hampshire, by and through its Governor, Water Resources Council, Fish and Game Department, and Department of Environmental Services; the United States of America, by and through its Fish and Wildlife Service, Environmental Protection Agency, and National Park Service; the State of Vermont, by and through its Governor and Agency of Natural Resources; New England Power Company; the Appalachian Mountain Club; the Connecticut River Joint Commissions; the Connecticut River Watershed Council; the North Country Council; the Northeastern Vermont Development Association; the New Hampshire Council of Trout Unlimited; and the New Hampshire Rivers Council.

WHEREAS, the Parties have a strong interest in the Connecticut River and would benefit from an agreement concerning the management of Lake Francis and Murphy Dam (the Facility);

WHEREAS, the Facility provides significant environmental, recreational, energy, and flood control benefits, and the continued presence of these benefits is of critical importance to each of the Parties, the local communities, and the regional environment;

WHEREAS, the Connecticut River is a major water resource which provides multiple benefits and the headwaters of which have been managed by the State of New Hampshire for multiple purposes including natural resources, recreation, renewable energy, flood protection and flow maintenance;

WHEREAS, there is an inherent connection between the management of the Facility and the flows in the upper Connecticut River;

WHEREAS, a Supplementary Agreement containing the same water management provisions as those in this Memorandum of Agreement is being executed simultaneously between the Parties and New England Power Company, which is currently authorized to operate the Facility under a Water Users Agreement with the New Hampshire Water Resources Council;

NOW THEREFORE, the Parties to this Memorandum of Agreement agree to the following management protocols governing Lake Francis and Murphy Dam.

I. Impoundment Levels

Lake Francis reservoir shall be managed consistent with historic operations. A graphic representation of historic reservoir operations is attached in Attachment A.

II. Minimum Flow Releases

The following minimum flows will be released at Murphy Dam.

A. June 1 to September 30 85 cfs, or inflow if less
B. October 1 to May 31 170 cfs, or inflow if less

Ramping

In the event that future studies demonstrate that a reduction in the rate of increases and/or decreases in the discharge of flows (ramping) from Lake Francis is necessary to maintain water quality standards, improve fish habitat and/or to protect angler safety, the Parties will develop and execute an addendum to this Memorandum of Agreement which addresses ramping of flows.

Emergency Conditions

A. The Parties recognize that occasionally emergency conditions including, but not limited to, anticipation of or the occurrence of extreme runoff events, ice conditions, equipment failure or flood storage requirements may result in conditions such that the operational restrictions and requirements contained herein are impossible to achieve or are inconsistent with the prudent and safe operation of the Facility. Under such extreme conditions, operation at variance with the commitments made herein shall not be deemed to violate the Memorandum of Agreement.

B. The New Hampshire Water Resources Council, or its designee charged with operation of the Facility through a Water Users Agreement, shall notify the New Hampshire Fish and Game Department and the United States Fish and Wildlife Service as soon as practical of such an emergency event and shall prepare and provide each agency a report of each incident, identifying the variances from normal operations that occurred, and identifying ways of avoiding future occurrences.

State of New Hampshire	State of Vermont	US Fish and Wildlife Service
NH Water Resources Council NH Department Environmental Services	VT Agency of Natural Resources	US Environmental Protection Agency

II. Minimum Flow Releases

The following minimum flows will be released at Murphy Dam.

A. June 1 to September 30 85 cfs, or inflow if less
B. October 1 to May 31 170 cfs, or inflow if less

III. Ramping

In the event that future studies demonstrate that a reduction in the rate of increases and/or decreases in the discharge of flows (ramping) from Lake Francis is necessary to maintain water quality standards, improve fish habitat and/or to protect angler safety, the Parties will develop and execute an addendum to this Memorandum of Agreement which addresses ramping of flows.

IV. Emergency Conditions

A. The Parties recognize that occasionally emergency conditions including, but not limited to, anticipation of or the occurrence of extreme runoff events, ice conditions, equipment failure or flood storage requirements may result in conditions such that the operational restrictions and requirements contained herein are impossible to achieve or are inconsistent with the prudent and safe operation of the Facility. Under such extreme conditions, operation at variance with the commitments made herein shall not be deemed to violate the Memorandum of Agreement.

B. The New Hampshire Water Resources Council, or its designee charged with operation of the Facility through a Water Users Agreement, shall notify the New Hampshire Fish and Game Department and the United States Fish and Wildlife Service as soon as practical of such an emergency event and shall prepare and provide each agency a report of each incident, identifying the variances from normal operations that occurred, and identifying ways of avoiding future occurrences.

State of New Hampshire	State of Vermont	US Fish and Wildlife Service
Robert W Varney		
NH Water Resources Council NH Department Environmental Services	VT Agency of Natural Resources	US Environmental Protection Agency

II. Minimum Flow Releases

The following minimum flows will be released at Murphy Dam.

A. June 1 to September 30 85 cfs, or inflow if less
B. October 1 to May 31 170 cfs, or inflow if less

III. Ramping

In the event that future studies demonstrate that a reduction in the rate of increases and/or decreases in the discharge of flows (ramping) from Lake Francis is necessary to maintain water quality standards, improve fish habitat and/or to protect angler safety, the Parties will develop and execute an addendum to this Memorandum of Agreement which addresses ramping of flows.

IV. Emergency Conditions

A. The Parties recognize that occasionally emergency conditions including, but not limited to, anticipation of or the occurrence of extreme runoff events, ice conditions, equipment failure or flood storage requirements may result in conditions such that the operational restrictions and requirements contained herein are impossible to achieve or are inconsistent with the prudent and safe operation of the Facility. Under such extreme conditions, operation at variance with the commitments made herein shall not be deemed to violate the Memorandum of Agreement.

B. The New Hampshire Water Resources Council, or its designee charged with operation of the Facility through a Water Users Agreement, shall notify the New Hampshire Fish and Game Department and the United States Fish and Wildlife Service as soon as practical of such an emergency event and shall prepare and provide each agency a report of each incident, identifying the variances from normal operations that occurred, and identifying ways of avoiding future occurrences.

State of New Hampshire	State of Vermont	US Fish and Wildlife Service
	Barbara Ripley	
NH Water Resources Council NH Department Environmental Services	VT Agency of Natural Resources	US Environmental Protection Agency

II. Minimum Flow Releases

The following minimum flows will be released at Murphy Dam.

A. June 1 to September 30 85 cfs, or inflow if less
B. October 1 to May 31 170 cfs, or inflow if less

Ramping

[1] In the event that future studies demonstrate that a reduction in the rate of increases and/or decreases in the discharge of flows (ramping) from Lake Francis is necessary to maintain water quality standards, improve fish habitat and/or to protect angler safety, the Parties will develop and execute an addendum to this Memorandum of Agreement which addresses ramping of flows.

Emergency Conditions

A. The Parties recognize that occasionally emergency conditions including, but not limited to, anticipation of or the occurrence of extreme runoff events, ice conditions, equipment failure or flood storage requirements may result in conditions such that the operational restrictions and requirements contained herein are impossible to achieve or are inconsistent with the prudent and safe operation of the Facility. Under such extreme conditions, operation at variance with the commitments made herein shall not be deemed to violate the Memorandum of Agreement.

B The New Hampshire Water Resources Council, or its designee charged with operation of the Facility through a Water Users Agreement, shall notify the New Hampshire Fish and Game Department and the United States Fish and Wildlife Service as soon as practical of such an emergency event and shall prepare and provide each agency a report of each incident, identifying the variances from normal operations that occurred, and identifying ways of avoiding future occurrences.

State of New Hampshire	State of Vermont	Cathy Short US Fish and Wildlife Service
NH Water Resources Council NH Department Environmental Services	VT Agency of Natural Resources	US Environmental Protection Agency

OPTIONAL FORM 99 (7-90)
FAX TRANSMITTAL

To Nancy Harris	From Bill Butler
Dept./Agency ME Power Service	Phone # 617 565 3474
Fax # 508-389-2463	Fax # 617 565 4940

# of pages ▶ 1

NSN 7540-01-317-7368 5099-101 GENERAL SERVICES ADMINISTRATION

II. Minimum Flow Releases

The following minimum flows will be released at Murphy Dam.

A. June 1 to September 30 85 cfs, or inflow if less
B. October 1 to May 31 170 cfs, or inflow if less

III. Ramping

In the event that future studies demonstrate that a reduction in the rate of increases and/or decreases in the discharge of flows (ramping) from Lake Francis is necessary to maintain water quality standards, improve fish habitat and/or to protect angler safety, the Parties will develop and execute an addendum to this Memorandum of Agreement which addresses ramping of flows.

IV. Emergency Conditions

A. The Parties recognize that occasionally emergency conditions including, but not limited to, anticipation of or the occurrence of extreme runoff events, ice conditions, equipment failure or flood storage requirements may result in conditions such that the operational restrictions and requirements contained herein are impossible to achieve or are inconsistent with the prudent and safe operation of the Facility. Under such extreme conditions, operation at variance with the commitments made herein shall not be deemed to violate the Memorandum of Agreement.

B. The New Hampshire Water Resources Council, or its designee charged with operation of the Facility through a Water Users Agreement, shall notify the New Hampshire Fish and Game Department and the United States Fish and Wildlife Service as soon as practical of such an emergency event and shall prepare and provide each agency a report of each incident, identifying the variances from normal operations that occurred, and identifying ways of avoiding future occurrences.

State of New Hampshire	State of Vermont	US Fish and Wildlife Service
NH Water Resources Council NH Department Environmental Services	VT Agency of Natural Resources	US Environmental Protection Agency

AUG. 8.1997

Lake Francis MOA
August 6, 1997
Page 3

Wayne E Vette Ex. Dir.
NH Fish and Game Department

New England Power

National Park Service

Appalachian Mountain Club

Connecticut River Joint Commissions

Connecticut River Watershed Council

North Country Council

Northeastern VT Development Assoc.

NH Council of Trout Unlimited

New Hampshire Rivers Council

NH Fish and Game Department	New England Power	National Park Service
Appalachian Mountain Club	Connecticut River Joint Commissions	Connecticut River Watershed Council
North Country Council	Northeastern VT Development Assoc.	NH Council of Trout Unlimited
New Hampshire Rivers Council		

NH Fish and Game Department	New England Power	National Park Service
Appalachian Mountain Club	Connecticut River Joint Commissions	Connecticut River Watershed Council
North Country Council	Northeastern VT Development Assoc.	NH Council of Trout Unlimited
New Hampshire Rivers Council		

NH Fish and Game Department	Laurence E Bailey New England Power	National Park Service
Appalachian Mountain Club	Connecticut River Joint Commissions	Connecticut River Watershed Council
North Country Council	Northeastern VT Development Assoc.	NH Council of Trout Unlimited
New Hampshire Rivers Council		

NH Fish and Game Department	New England Power	National Park Service
Appalachian Mountain Club	Connecticut River Joint Commissions	Connecticut River Watershed Council
North Country Council	Northeastern VT Development Assoc.	NH Council of Trout Unlimited
New Hampshire Rivers Council		

Lake Francis MOA
August 6, 1997
Page 3

NH Fish and Game Department	New England Power	National Park Service
Appalachian Mountain Club	Connecticut River Joint Commissions	Connecticut River Watershed Council
North Country Council	Northeastern VT Development Assoc.	NH Council of Trout Unlimited
New Hampshire Rivers Council		

NH Fish and Game Department	New England Power	National Park Service
Appalachian Mountain Club	Connecticut River Joint Commissions	Connecticut River Watershed Council
North Country Council	Northeastern VT Development Assoc.	NH Council of Trout Unlimited
New Hampshire Rivers Council		

NH Fish and Game Department	New England Power	National Park Service
Appalachian Mountain Club	Connecticut River Joint Commissions	Connecticut River Watershed Council
North Country Council	Northeastern VT Development Assoc.	NH Council of Trout Unlimited
New Hampshire Rivers Council		

NH Fish and Game Department	New England Power	National Park Service Tom Miner, Executive Director
Appalachian Mountain Club	Connecticut River Joint Commissions	Connecticut River Watershed Council
North Country Council	Northeastern VT Development Assoc.	NH Council of Trout Unlimited
New Hampshire Rivers Council		

NH Fish and Game Department	New England Power	National Park Service
Appalachian Mountain Club	Connecticut River Joint Commissions	Connecticut River Watershed Council
North Country Council	Northeastern VT Development Assoc.	Dayton Goodie NH Council of Trout Unlimited
New Hampshire Rivers Council		

Lake Francis MOA
August 6, 1997

The undersigned entity concurs with and endorses the Lake Francis Memorandum of Agreement entered into in coordination with the Fifteen Mile Falls Settlement Agreement, and seeking to lend its support to the timely implementation of the Memorandum of Agreement and to thereby share in the benefits the Memorandum of Agreement will provide, agrees to be bound by its terms.

_____

_____

Date:

Lake Francis MOA
August 6, 1997

The undersigned entity concurs with and endorses the Lake Francis Memorandum of Agreement entered into in coordination with the Fifteen Mile Falls Settlement Agreement, and seeking to lend its support to the timely implementation of the Memorandum of Agreement and to thereby share in the benefits the Memorandum of Agreement will provide, agrees to be bound by its terms.

Stanley Swain

TROUT UNLIMITED VERMONT

Date: 8 / 12 1997

ATTACHMENT A

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREAT RIVER HYDRO, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on October 22, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **494969**
Certificate Number: **0005448919**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of September A.D. 2021.

William M. Gardner
Secretary of State

GREAT RIVER HYDRO, LLC

OFFICER'S CERTIFICATE

The undersigned certifies that she is the Vice President – Legal and Acting Secretary of **Great River Hydro, LLC** (the "Company"), and as such she is authorized to execute this Certificate on behalf of the Company and further certifies that:

1. The execution, delivery, and performance of the Connecticut-Coos Project Contract with Water User, between the New Hampshire Department of Environmental Services and the Company for its Hydropower Developments on the Connecticut River, substantially in the form attached hereto as Exhibit A (the "Contract") has been duly authorized by Written Consent in Lieu of a Meeting of the Board of Managers of Great River Hydro NE, LLC, as Sole and Managing Member of Company (the "Resolution").

2. The Resolution has not been amended or rescinded and remains in full force and effect as of the date signed below.

3. Scott D. Hall is the duly appointed President and CEO of the Company, and in such capacity is authorized to execute contracts in the name of and on behalf of the Company; and such execution of any contract or obligation in the Company's name on its behalf by such officer under seal of the Company, shall be valid and binding upon the Company.

4. I hereby certify that I am the Vice President – Legal and Acting Secretary of the Company and that Scott D. Hall is the duly appointed President and CEO of the Company. This vote has not been amended or rescinded and remains in full force and effect as of the date signed below.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of September 2021.

Name: Erin A. O'Dea
Title: Vice President – Legal and Acting Secretary