

#4016

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

GIS Certification #:
<u>155-1432</u>

RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM

The Standard Application Form
Required of all Applicants for Certification of Eligibility of Renewable Energy Resource
(Version 6 – January 21, 2008)

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

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 RES@puc.state.ri.us

SECTION I: Identification Information

1.1 Name of Generation Unit (sufficient for full and unique identification):

_____ GRS-Fall River _____

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: Massimo Passini, Director, Fortistar LLC

1.5 Primary Contact Person address and contact information:

Address: One North Lexington Ave., White Plains, NY 10601

Phone: (914) 421 4940 Fax: (914) 421 0052

Email: mpassini@fortistar.com

1.6 Backup Contact Person name and title: _____

1.7 Backup Contact Person address and contact information:

Address: _____

Phone: _____

Fax: _____

Email: _____

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.

1.8 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): _____ Massimo Passini, Director

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

1.9 Authorized Representative address and contact information:

Address: _____

Phone: _____ Fax: _____

Email: _____

1.10 Owner name and title: _____

1.11 Owner address and contact information:

Address: _____

Phone: _____ Fax: _____

Email: _____

1.12 Owner business organization type (check one):

Individual

Partnership

Corporation

Other: _____

1.13 Operator name and title: _____

1.14 Operator address and contact information:

Address: _____

Phone: _____ Fax: _____

Email: _____

1.15 Operator business organization type (check one):

Individual

Partnership

Corporation

Other: _____

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): MSS-1432

2.2 Generation Unit Nameplate Capacity: 2.1 MW

2.3 Maximum Demonstrated Capacity: 2.1 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 3.31*

- ← 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 3.31*

- ← 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: _____
 Landfill Methane Gas

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 / 01 / 1998 at the site.

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

APPENDIX F
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. sq. 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 3.6) 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 bio-diesel 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.

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).

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.

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: Landfill Methane Gas

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) only Landfill Methane gas

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.

← check this box to certify that the above statement is true

N/A or other (please explain) only landfill methane gas

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:

11/29/05

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

Massachusetts

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	<input checked="" type="radio"/> N/A
Corporate Certification provided?	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> N/A
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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	<input checked="" type="radio"/> N/A
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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:

M. Massaro

DATE:

10/20/08

DIRECTOR

(Title)


SECRETARY'S CERTIFICATE
OF
GAS RECOVERY SYSTEMS, LLC

The undersigned, being the Assistant Secretary of Gas Recovery Systems, LLC, a California limited liability company (the "Company"), does hereby certify the following:

The Company is duly authorized to participate in REC markets in the United States, including, without limitation, the Rhode Island RPS program.

The Company's President, any Senior Vice President or Vice President, and Massimo Passini (each an "Authorized Representative") are each authorized to execute and deliver, for and on behalf of the Company, all necessary instruments, documents and certificates for and on behalf of the Company to participate in the Rhode Island RPS program, including, without limitation, execution of Rhode Island's Renewable Energy Resources Eligibility Form.

IN WITNESS WHEREOF, the undersigned has duly executed this Secretary's Certificate of Gas Recovery Systems, LLC this twentieth day of October, 2008.



Scott Contino
Assistant Secretary

9. MATERIAL SITE AGREEMENTS

9.8 FALL RIVER

9.8.5 Interconnection Agreement dated April 30, 1999 between Eastern Edison Company and Browning Ferris Gas Services, Inc.

Fall River
4

M.

INTERCONNECTION AGREEMENT

BETWEEN

EASTERN EDISON COMPANY

AND

BROWNING FERRIS GAS SERVICES, INCORPORATED

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INTERCONNECTION AGREEMENT BETWEEN
EASTERN EDISON COMPANY
AND
BROWNING FERRIS GAS SERVICES, INCORPORATED

This Agreement, entered into as of the 30 day of April, 1989
between Eastern Edison Company, a Massachusetts corporation having its
principal place of business at One Liberty Square, Boston, Massachusetts
(hereinafter "Company") a subsidiary of Eastern Utilities Associates ("EUA")
and Browning Ferris Gas Services, Incorporated, a Delaware Corporation, having
its principal place of business at 757 North Eldridge, Houston, Texas
(hereinafter "BFGSI").

W I T N E S S E T H:

WHEREAS, BFGSI will construct, and operate an Independent Power
Production Facility ("IPP") located on property situated at 1060 Airport Road,
Fall River, Massachusetts 02720 (the "Facility"); and

WHEREAS, the Facility will have a design net electrical capability of
approximately 7.0 megawatts under International Standard Organization ("ISO")
conditions; and

WHEREAS, the Facility will include two (2) gas fired engine/generators
rated at 900 KW each and one (1) gas-fired turbine rated at 5,630 KW; and

WHEREAS, this Interconnection Agreement is to establish the
requirements, terms and conditions for the interconnecting of BFGSI's
Facilities with the distribution system of the Company; and

Whereas, the Interconnection Facilities are intended to enable BFGSI to
operate in parallel with Company's electrical system, to receive backup and
maintenance power delivered through the Company's transmission system, and to
sell power pursuant to the Power Purchase Agreement, dated _____ as
amended from time to time, entered into by and between BFGSI as Seller and
Taunton Municipal Lighting Plant as Buyer, for the purchase of one hundred

percent (100%) of the Net Capability of the Facility described therein; and

WHEREAS, Company and BFGSI desire to interconnect the Facility with Company's distribution facilities, on terms mutually beneficial to the Parties.

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements of Company and BFGSI (herein after referred to collectively as the "Parties" and individually as a "Party"), intending to be legally bound, hereby agree to the following:

ARTICLE I
DEFINITIONS

The following terms shall have the meanings specified in this Article 1 when capitalized and used in this Interconnection Agreement. The meanings specified are applicable to both the singular and plural.

- 1.1 "Commercial Date" means the date upon which BFGSI declares the Facility to be commercial.
- 1.2 "Interconnection Agreement" means this Interconnection Agreement, providing for the construction, ownership, and operation and maintenance of, and payment for, Interconnection Facilities and related facilities.
- 1.3 "Interconnection Facilities" means the facilities to be constructed pursuant to this Interconnection Agreement, as set forth in Appendix A as may be modified.
- 1.4 "Interconnection Point" means the point where Company's distribution system connects with BFGSI's facility on the high voltage side of the generator step-up transformer.
- 1.5 "Interconnection Study" means the engineering study conducted by EUA at the request and expense of BFGSI, conceptualizing the

interconnection design. The Interconnection Study is included in this Agreement as Appendix A.

- 1.6 "ISO" means ISO New England Inc., or any successor entity performing substantially similar functions.
- 1.7 "NEPOOL" means the New England Power Pool or any successor power pool performing substantially similar functions.
- 1.8 "SCADA" means Supervisory Control and Data Acquisition.
- 1.9 "Site" means the parcel of land located in Fall River, Massachusetts on which the Facility is constructed.
- 1.9 "System Operator" means Company's designated entity responsible for coordinating all operational matters concerned with the Facility

ARTICLE 2

SCOPE OF WORK

- 2.1 Interconnection Facility Requirements. In order for BFGSI to make deliveries of power from the Facility, the Interconnection Facilities described in Appendix A must be constructed.

2.1.1 BFGSI agrees to install and own, at its sole expense, a portion of the Interconnection Facilities, as described in Appendix A. Appendix A may be revised by Company to include additional drawings, plans and specifications dated and marked "Final" supplied by BFGSI to Company. Said Interconnection Facilities shall be constructed in a good and workmanlike manner, duly tested at the Site after completion and found to be in safe and reliable operating condition to the satisfaction of Company in accordance with good utility practice and all applicable Federal, State and local laws and regulations. A certification of completion shall be delivered to Company in the form as specified in

Appendix D.

2.1.2 Following a written notice to proceed by BFGSI, Company agrees to engineer, design, furnish, construct and own, at BFGSI's sole expense, the remaining portion of the Interconnection Facilities as generally described in Appendix A, subject to final engineering and design specifications. These facilities consist of additions or modifications to Company's distribution system necessary to accommodate the Interconnection of Company's system and the Facility.

2.2 Requirements Related to Construction

2.2.1 Certain pieces of equipment need to be permanently marked for identification purposes. BFGSI shall submit two (2) copies of each of the drawings related to its portion of the Interconnection Facilities. Company will mark each relevant piece of equipment shown on each drawing with a designation and return one complete set of drawings to BFGSI. BFGSI shall permanently mark such equipment as indicated by Company.

2.2.2 All relay settings and coordination of protective devices which relate to transmission system operation will be reviewed and approved by Company. Prior to interconnection, all equipment will be tested per a mutually agreeable schedule and procedure. Company personnel or personnel retained by Company, at the sole expense of BFGSI, will perform or witness the tests and verify the results.

2.3 Completion of Interconnection Facilities. The Parties agree that prior to operation of the Interconnection Facilities, and subject to Company's sole discretion, the Interconnection Facilities including all modifications and installations of equipment on Company's system required to ensure safe and reliable interconnected operation of said system with the Facility, in

accordance with good utility practice, shall have been completed and tested to the reasonable satisfaction of Company. Responsibility for making the final connection between Company's and BFGSI's Interconnection Facilities is reserved exclusively to Company. Before making such interconnection, Company shall have the right to require BFGSI to provide documentation demonstrating that the Interconnection Facilities constructed by BFGSI have been constructed in accordance with good utility practices and comply with all applicable safety and electrical codes, including, but not limited to, the National Electrical Code and the National Electrical Safety Code. BFGSI will ensure that the Interconnection Facilities conform to and are maintained in accordance with NEPOOL Standards as amended from time to time.

ARTICLE 3

TIMELINESS

- 3.1 Timely Completion and Best Efforts. Company and BFGSI recognize the importance of timely completion of the Interconnection Facilities, and agree to utilize their best efforts to support each other in the completion of the Interconnection Facilities on a timely basis.
- 3.2 Timely Response. Company and BFGSI will respond, in a timely manner, to inquiries and requests from each other for information regarding the construction of the Interconnection Facilities and other matters relating to this Interconnection Agreement.

ARTICLE 4

PAYMENT FOR INTERCONNECTION FACILITIES

- 4.1 Payments by BFGSI to Company. As Company constructs its portion of the Interconnection Facilities, as set forth in Article 2, Company shall receive progress payments from BFGSI for Contribution In-Aid-of-Construction ("CIAC"), determined according to Appendix B, which include labor, materials, equipment,

overheads, AFUDC, transportation expenses and any other expenses incurred on behalf of BFGSI. The Company shall promptly provide copies of invoices or records reasonably requested by BFGSI justifying the progress payments.

4.2 Tax Costs. BFGSI acknowledges that under Internal Revenue Service's Notice 87-62, transfers made by BFGSI to the Company for services provided hereunder with respect to the construction and installation of new facilities or improvements may, under certain circumstances cause a taxable event to the Company. BFGSI agrees to reimburse the Company for of all tax costs, both state and federal, including all interest and penalty claims, if a taxable event occurs.

4.3 Security Deposit. Upon acceptance of this Agreement for filing with the Federal Energy Regulatory Commission ("FERC") and prior to any work performed by the Company, BFGSI agrees to provide to the Company a surety bond acceptable to the Company and made payable to the Company in the amount as specified in Appendix B.

ARTICLE 5

OPERATION OF THE INTERCONNECTION FACILITIES

5.1 Operation of Interconnection Facilities. Company shall operate its Interconnection Facilities, through use of its personnel or its designees under the supervision of Company personnel, in accordance with good utility practice. Company may, in accordance with good utility practice, curtail or interrupt interconnected operation of the Interconnection Facilities, at any time that such curtailment or interruption or delay is necessary under good utility practice, in order for Company to inspect, repair, or replace equipment associated with Company's electric system, or to aid in the restoration of service on Company's system or on the systems with which it is directly or indirectly interconnected, provided any such interruption, reduction or refusal shall continue only for so long as it is reasonably necessary under good utility practice.

5.2 Company Access to Interconnection Facilities. BFGSI shall provide and grant to Company such access to BFGSI's Facility at reasonable times, as necessary or appropriate, to inspect, test, operate and maintain Company's Interconnection Facilities.

ARTICLE 6

METERING

6.1 Metering Requirements. The point of metering shall be at the high side of the step-up transformer at the Site. Any meters will be installed, tested and maintained by BFGSI or its designee at the sole expense of BFGSI. Equipment necessary for remote metering and indication of the Interconnection Facilities shall be furnished and installed by Company. Such equipment shall be compatible with Company or its affiliate's SCADA system equipment. BFGSI shall be responsible for the cost for regular routine testing of the meters and associated equipment in accordance with the standards set forth by Company.

6.1.1 The installation of metering equipment by BFGSI or its designee, shall be at BFGSI's sole expense.

6.1.2 A separately executed agreement between BFGSI and EUA Service Corporation, a Massachusetts corporation having its principal place of business at 750 West Center Street, P. O. Box 543, West Bridgewater, Massachusetts (hereinafter "EUASC") a subsidiary of EUA, shall provide for the responsibilities and costs associated with reading the meters and reporting pertinent data to ISO.

6.1.3 Company shall also conduct testing, other than routine maintenance testing, upon the reasonable request, and in the presence of, a representative of BFGSI. Company shall maintain an accurate log or record of all such meter testing. If the metering equipment is found in any such test to be inaccurate, it shall be made accurate, and if it

is found to be inaccurate by more than two percent (2%) up or down, the meter readings for the period of inaccuracy shall be adjusted to correct such inaccuracies as far as the same can be reasonably ascertained and such adjusted readings shall be reported to BFGSI by Company for the purpose of billing. If the period of inaccuracy cannot be ascertained such period will be deemed to have encompassed one-half of the time period since the last test of the meter. The cost of any testing performed in accordance with this paragraph shall be borne by BFGSI if the results of the tests conducted by Company prove the metering equipment to be inaccurate by less than two percent (2%) up or down, and otherwise by Company.

ARTICLE 7

DELIVERY AND MEASUREMENT

All electricity shall be delivered at the Interconnection Point in the form of three-phase sixty-hertz alternating current at a voltage of 13.8 kV within the ANSI B voltage range. This range should allow BFGSI to operate inside the range of the Facility's design as determined from the equipment manufacturer's recommendations and within the range of the Facility's relaying capability.

ARTICLE 8

FORCE MAJEURE

Company shall not be considered to be in default of any obligation hereunder as a result of all or any part of the Interconnection Facilities being destroyed, damaged, or otherwise rendered inoperable or unavailable as a result of or caused by storm, flood, lightning, earthquake, fire, explosion, equipment failure, civil disturbance, labor dispute, regulatory lag, Act of God or the public enemy, or any cause beyond the control of Company. Nor shall the unavailability of all or any part of the Interconnection Facilities for any such cause relieve BFGSI of any obligations to make any payment under Articles 4 or 9 of this Agreement as long as Company shall use good utility practice to restore the availability of the Interconnection Facilities so rendered inoperable or unavailable at the cessation of the event causing or

resulting in such inoperability or unavailability.

Company shall not be responsible in tort, contract or strict liability to BFGSI for damages of any description whatsoever which may result from any unavailability of the Interconnection Facilities unless such unavailability is the result of willful default, deliberate misconduct or gross negligence by Company.

ARTICLE 9

BILLING AND PAYMENT

OF

MONTHLY CIAC AND ON-GOING OPERATION AND MAINTENANCE CHARGES

Bills for monthly CIAC charges shall be rendered by Company to BFGSI during the first part of the succeeding month, and payment shall be due within twenty (20) days of receipt of bill ("Due Date"). Such bills shall be delivered via first class mail postage pre-paid, or by facsimile.

Bills for on-going Operation and Maintenance charges shall be rendered by Company to BFGSI during the first part of the succeeding month beginning with the month which includes the Commercial Date, and payment shall be due within twenty (20) days of receipt of bill ("Due Date"). Such bills shall be delivered via first class mail postage pre-paid, or by facsimile.

Billing for CIAC shall be according to the formula in Appendix B. Overheads for CIAC and the expenses and overheads for on-going operations and maintenance shall be determined according to Appendix C.

If the transmittal of payment is not postmarked by the Due Date, an interest charge shall be paid on the unpaid balance computed daily from the Due Date at an annual rate equal to two percent (2%) more than the then current prime interest rate charged by the Bank of Boston. In the event the bill is disputed, interest shall accrue only on the unpaid amount finally determined to be due and payable.

Notwithstanding the above, if any bill remains unpaid for more than

sixty (60) days from the Due Date, except amounts in dispute, Company may suspend operation of the Interconnection Facilities hereunder until full payment has been made.

ARTICLE 10

Power Factor

Unless otherwise requested by Company or its designee, BFGSI will operate the Facility at unity power factor at the metering point and within the tolerance of the power factor controller. In no case however, will BFGSI be required to operate outside the volt-ampere range ("VAR") of the Facility's capability as determined from the equipment manufacturer's recommendations.

ARTICLE 11

PROCEDURES GOVERNING SHUTDOWN AND RESUMPTION
OF DELIVERY OF BFGSI'S GENERATION

The following procedures govern the shutdown and resumption of delivery of BFGSI's generation. Such procedures shall be subject to change as mutually agreeable:

- 11.1 BFGSI's Unscheduled Facility Outage. In the event of an unscheduled shutdown by BFGSI, it shall notify Company as promptly as is possible by telephone notice given directly to Company's System Operator, as to the circumstances believed to have caused the shutdown, and subsequently shall confirm to Company in writing its formal determination as to the reason for the interruption.
- 11.2 Emergency Relating to Facility Power. If a curtailment or interruption of the acceptance by Company of electric power generated by BFGSI in accordance with Article 5.1 is occasioned by emergency circumstances which do not permit advance notice, Company shall notify BFGSI by telephone, as promptly after the event as is reasonably possible under the circumstances, of the reasons for the shutdown and its expected duration.
- 11.3 Failure of SCADA. In the event of a failure of the SCADA terminal

to transmit data to Company or its affiliate's SCADA system, at a time when the continuing inflow of BFGSI's energy into Company's electrical system would unreasonably impair or threaten to impair the safe and reliable operation of Company's system, Company shall have the right to require BFGSI to shut down its Facility for the duration of such period. Company shall be subject to no liability in the event of such shutdown unless such failure is a result of gross negligence, or willful default of Company. The Parties agree to take all reasonable actions to prevent, mitigate or correct any such failures and to cooperate to that end.

11.4 Shutdown, Reduction, Curtailment or Delay of Operation of Interconnection Facilities. In the event that Company reduces, curtails or delays the operation of the Interconnection Facilities in accordance with Article 5.1 Company shall be subject to no liability for such interruption. In the case when shutdown can be scheduled, Company shall notify BFGSI by telephone, at the earliest practical time, but not later than at least fifteen minutes prior to the scheduled shutdown, of reasons for the shutdown, the time scheduled for it to take place, and its expected duration. Company shall resume interconnected operation of the facility as quickly as possible in accordance with Article 5.1.

11.5 Procedures for Resumption of Facility Operation. On occasions when interconnected operation has been interrupted by BFGSI and BFGSI then wishes to resume such interconnected operation, it shall give telephone notice to Company or its affiliate's System Operator at least fifteen minutes in advance as to the time at which resumption of operation is desired; provided, however, that such advance notice to Company may be waived by Company's said System Operator and BFGSI may institute a manual interconnection more quickly in any instance in which Company's said System Operator shall deem appropriate. In the event that BFGSI interconnection shall have been previously disconnected or locked out by Company, Company shall reconnect and/or reset the permissive relay so as to allow BFGSI to resume interconnected

operation at the time scheduled in Company's telephone notice. However, if technical conditions existing on Company's system are such that it is not feasible in accordance with this Article for Company to allow interconnection with BFGSI at the time proposed for the resumption of generation, Company may deny interconnected operation at that time, but shall thereafter notify BFGSI by telephone as to the earliest time that it is able to accept generation from BFGSI and shall cooperate diligently to resume interconnected operation with BFGSI at that time.

11.6 Right to Open Disconnects. BFGSI shall afford to Company reasonable access at all times to the disconnects associated with the Interconnection Facilities, and Company shall have the right to open said disconnects whenever it is appropriate to do so pursuant to Article 5.1.

ARTICLE 12

MAINTENANCE OF EQUIPMENT

BFGSI shall be responsible for maintaining its designated equipment and its associated telephone lines, as described in Appendix A, in good operational order. Upon request by BFGSI, Company agrees to carry out required maintenance upon the said equipment and associated lines, from time to time, as Company reasonably deems necessary or appropriate, with the understanding that BFGSI will reimburse it promptly against invoices duly submitted for such costs and expenses, including overheads, so incurred. So far as feasible, Company shall notify BFGSI in advance of undertaking such maintenance as to the work expected to be done and its expected cost; provided, however, that an inadvertent failure by Company to give such notice shall not excuse BFGSI from its obligation to reimburse Company for its costs and expenses, including overheads, so incurred.

ARTICLE 13

RESPONSIBILITY FOR PROTECTIVE RELAYS

The Interconnection Facilities are to be designed and constructed with mutually beneficial protective relay schemes, serving functions and meeting

tolerances as specified by the Company in accordance with Section 2.2.2. BFGSI shall own and be responsible for maintaining the said mutual relay schemes in good operation order and condition, and shall cause said mutual relay schemes to operate within prescribed tolerances. BFGSI shall be responsible for adhering to reasonable testing procedures and schedules for such testing for such equipment and the reporting thereof as well as for any reasonable periodic maintenance or replacement, as determined by Company.

ARTICLE 14

RESPONSIBILITY TO PROTECT EACH PARTY'S SYSTEM FROM OTHER PARTY'S SYSTEM

Except as may be set forth in this Agreement to the contrary, each Party shall be responsible both prior to and after the Commercial Date, for protecting its facilities from possible damage by reason of electrical disturbances or faults caused by the operation, faulty operation, or non-operation of the other Party's facilities, as well as for other electrical systems interconnected to Company's electrical system and unless due to wanton, willful or grossly negligent conduct, such other Party shall not be liable for any damages so caused.

ARTICLE 15

TERM OF AGREEMENT

This Agreement shall become effective on the date first written above and the term of this Agreement shall continue for the life of the facility. Company shall file this Agreement with the Federal Energy Regulatory Commission ("FERC") as a Rate Schedule within the meaning of 18 C.F.R. Part 35. BFGSI agrees to support such filing and cooperate with Company and provide any information reasonably required by Company to comply with applicable filing requirements. BFGSI shall bear the cost of all legal and other fees relating to filing this Agreement at FERC. Such cost shall only include the expenses associated with physically filing the Agreement at FERC, e.g., transportation expenses, filing fees if any, and labor associated with physically taking the Agreement to FERC.

ARTICLE 16

ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of, and may be performed by, the successor and assigns of the Parties, except that no assignment, pledge or other transfer of this Agreement by any party shall operate to release the assignor, pledgor or transferor of any of its obligation hereunder unless: (1) consent to the assignment is given in writing by the other Party, such consent not to be unreasonably withheld; (2) such assignment, in whole or in part, is to financial institutions or entities for the purpose of financing construction and/or providing permanent debt financing of the Facility or modification thereof; or (3) Company assigns its interest in this Agreement to an affiliate of Company or to a transferee of all of the assets of Company.

ARTICLE 17

APPLICABLE LAWS

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE 18

REGULATION

This Agreement is subject to all applicable state and federal laws and to all duly promulgated orders and other authorized action of governmental authority having jurisdiction.

ARTICLE 19

FUTURE OPERATIONS

BFGSI covenants and agrees that with Company, it will at all times operate and maintain its portion of the Interconnection Facilities in compliance with all applicable provisions of any Federal, State, or local laws, as may be supplemental or amended from time to time, and with all other applicable regulations and requirements of the MDPU and with all applicable provisions hereof.

ARTICLE 20

LIABILITY

Neither party hereto, nor its respective parents, subsidiaries, affiliates, agents, officers, directors, employees, successors, assigns, shall be liable, directly or indirectly, to the other or its respective parents, subsidiaries, affiliates, agents, officers, directors, employees, successors, assigns or customers for claims for special incidental, indirect or consequential damages, whether based on breach of warranty (express or implied), contract, tort or otherwise, connected with or resulting from, directly or indirectly, performance or the failure to perform by either party of any of its obligations under this Agreement.

ARTICLE 21

INSURANCE

21.1 Responsibility. BFGSI covenants and agrees with Company to maintain in full force and effect throughout the term of this Agreement the types and minimum dollar amounts of insurance coverage set forth in 21.2.

21.2 Coverages. BFGSI agrees to maintain at all times the following insurance:

- (1) Workmen's compensation insurance as prescribed or permitted by law.
- (2) Employer's liability insurance with limits of not less than one hundred thousand dollars (\$100,000) per occurrence.
- (3) Comprehensive general liability and property damage insurance with limits not less than five hundred thousand dollars (\$500,000) per person and one million dollars (\$1,000,000) per accident for property damage.
- (4) Automobile liability coverage with limits not less

than five hundred thousand dollars (\$500,000) per person and one million dollars (\$1,000,000) per accident for bodily injury (including death) and one million dollars (\$1,000,000) aggregate for property damage.

- (5) Umbrella liability insurance in a minimum amount of eight million dollars (\$8,000,000).
- (6) All risk property and boiler and machinery insurance against damage to owned, leased or operated property, that is part of the Facility, on a replacement cost basis, with self-insurance of not more than five hundred thousand dollars (\$500,000); and business interruption insurance, of the types which a prudent developer, owner and operator of a similar project would provide, or as may be required by a lender. BFGSI shall provide a copy of all state and/or insurance company inspection reports to Company within thirty (30) days of issuance.
- (7) The minimum liability and amounts specified above shall be adjusted at least as often as at three-year intervals by the ratio of the value of the Consumer Price Index, for all Urban Consumers (CPI-U), as of January, 1995, to the most recent January value of such index at the time of adjustment.

21.3 Insured. The insurance policy or policies entered into pursuant to this Article of the Interconnection Agreement shall be endorsed naming Company or, at the option of Company, a Company affiliate as an additional insured, except to the extent of Company's negligence or willful misconduct, with respect to any and all third party bodily injury and/or property damage claims arising from the performance of this Agreement and shall require thirty (30) days written notice to be given to Company of cancellation and or material change in the policy(s). The insurance coverage

described herein shall be primary to any other coverage available to Company and shall not be deemed to limit BFGSI's liability under this Agreement.

21.4 Certificates of Insurance. BFGSI shall provide Company with certificates of insurance as evidence of coverage. Such certificates shall include a statement that coverage will not be reduced or canceled by the carrier without first providing Company at least thirty (30) days' prior written notice.

ARTICLE 22

NO DEDICATION OF FACILITIES

No undertaking by Company or BFGSI hereunder shall be deemed to constitute a dedication of its system, or any portion thereof, to the public or the requirements of the other Party, and all undertakings of each Party hereunder with respect to the other shall cease upon the termination of this Agreement.

ARTICLE 23

SAFETY STATEMENT

It is BFGSI's responsibility to assure that all work performed under this Agreement by other than Company personnel or personnel under Company supervision, reasonably complies with Company safety rules in addition to all applicable municipal, state, OSHA, and other federal regulations. Company shall furnish its safety rules to BFGSI.

ARTICLE 24

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties regarding the Interconnection Facilities and supersedes all previous agreements, discussions, communications and correspondence regarding such Interconnection Facilities.

ARTICLE 25
NOTICES AND BILLS

All notices hereunder, in which the manner of delivery is not otherwise specified, shall be sent by U.S. mail postage prepaid or shall be hand delivered. Notices and other communications by Company to BFGSI shall be addressed to:

Browning Ferris Gas Services, Incorporated
President
757 North Eldridge
Houston, Texas 77079

Notices and other communications by BFGSI to Company shall be addressed to:

Director, Transmission Services
Eastern Utilities Associates
750 West Center Street
West Bridgewater, MA 02379

All payments to Company shall be sent to:

Eastern Utilities Associates
Accounts Receivable Department
750 West Center Street
West Bridgewater, MA 02379

Either party may change the address to which bills or notices are to be sent by written notice to the other party.

Witness the name of the parties hereto affixed by their respective officers as of the date first written above. Executed in duplicate.

Eastern Edison Company

Date: 4-30-99

By: [Signature]

Title: President

Witness: [Signature]

Browning Ferris Gas Services, Inc.

Date: 4-29-99

By: [Signature]

Title: President

Witness: [Signature]

BROWNING FERRIS GAS SERVICES, INCORPORATED
INTERCONNECTION REPORT

SYSTEM IMPACT STUDY

for

FALL RIVER LANDFILL GAS-FIRED GENERATION

PREPARED FOR

BROWNING-FERRIS GAS SERVICES, INC.

BY

EUA SERVICE CORPORATION

APRIL, 1999

BFGSI-FALL RIVER INTERCONNECTION STUDY

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1.0) INTRODUCTION

Browning-Ferris Gas Services, Inc. (BFGSI) has proposed a landfill gas-fired generating facility at the Fall River Landfill. BFGSI has stated that the maximum expected output of the plant will be 7.0 MW. This report presents the results of a System Impact Study performed by EUA Service Corporation (EUASC) on behalf of Eastern Edison Company (EECo), the utility interconnecting party. The intent of the System Impact Study is to evaluate the impact on Eastern Utilities' (EUA's) electrical system and its surrounding customers by determining the following:

- a) the interconnection point;
- b) additions and modifications to the electrical system required to accommodate the proposed facility without adverse effects on other EECo customers;
- c) the scope of equipment and services that will be performed by EUASC and/or EECo at BFGSI expense;
- d) the scope of interconnection construction for which BFGSI will be responsible; and
- e) a non-binding (planning accuracy) cost estimate for the utility's installation.

2.0) STUDY METHODOLOGY

EECo's 13.8kV distribution system was assessed for its thermal capability and voltage profile. Any construction required to establish the interconnection was identified and estimated based on the information supplied in BFGSI's interconnection submittal dated December 9, 1998 as amended on February 4, 1999. The one-line diagram from the December 9th submittal for the proposed facility is shown as Figure 1.

Load flow simulations were examined to determine the performance of the proposed installation on surrounding customers. Power Technologies, Inc. licenses the PSS/E computer simulation program used for the study.

Since EUA is part of ISO-New England, the interconnection must conform to NEPOOL Operating Procedure No. 18 "Metering and Telemetering Criteria" issued by the Operations Committees as amended from time to time. These criteria and EUA Standards were followed to interpret and apply the results.

3.0) DISTRIBUTION LINE ASSESSMENT

Feeder 2841 from Sykes Road Substation was selected for the purposes of this study. During the period 1995 - 1998, feeder 2841 had 4 interruptions involving breaker operations that tripped the entire circuit.

The existing conductor from Sykes Road to the existing tap for the landfill is 636-kcmil aluminum in an open wire configuration with a rating of 600 amps. Feeder 2841, therefore, has adequate thermal capacity to carry the proposed maximum plant output. On Horvitz Rd. continuing into the landfill, the existing tap, consisting of 1/0 aluminum, is the limiting thermal factor to the installation. An upgrade to 636 kcmil for the 3600-foot tap is required.

4.0) COMPUTER SIMULATIONS

4.1) System Information

Feeder 2841 is supplied from EUA's 115kV-transmission network via the 115/13.8kV step down substation transformer at Sykes Road. This feeder is operated radially and shares a normally open point with the 2842 feeder in the vicinity of Horvitz Rd. Feeder 2841 is solidly grounded wye and presently carries a normal load of 3-6 MW. Existing feeder protection consists of phase and ground overcurrent relays with multi-shot reclosing. Remote breaker operation, status and metering point data are available through EUA's Supervisory Control and Data Acquisition (SCADA) System.

The necessary size of the HV neutral reactor for the plant generator step up transformer was calculated to be 3.97 ohms with a 100 amp continuous rating. This value was based on the transformer and generator impedances supplied by BFGSI in its interconnection submittals.

4.2) Load Flow Analysis

Prior to the addition of BFGSI generation, there were no thermal or voltage constraints found for the existing feeder configurations. With generation added to the simulations, the new system was analyzed for its voltage profile.

In order to maintain system voltages at or below the high limit during light load / maximum generation periods, a maximum of 1.8 MVARs must be absorbed by the generating facility to prevent 2841 feeder overvoltages. The impact to EUA system facilities during these periods is an increase in reactive demand and losses. A corresponding amount of capacitance added at Sykes Road Substation would offset the increase in reactive demand; however, line losses would remain uncompensated.

In addition to a var-controlled capacitor installation at Sykes Road, the proposed plant var control system needs to include a voltage-control mode. Under this arrangement, the units would normally run in a var control mode until the interconnection voltage reaches an upper limiting value. When this value is reached, the control system would automatically switch to a voltage-regulation mode to limit output voltage. The Basler DECS-15 prepackaged control system appears to be suitable for this type of application. BFGSI's final design must be submitted for EUA approval.

4.3) Operational and Relaying Considerations

In general, distributed generation must be disconnected as rapidly and securely as possible for failures of either the plant equipment or the interconnected system. A transfer-trip scheme is necessary to accomplish high speed tripping. A transfer trip signal would be initiated by EUA's existing feeder 2841 relays and would be sent over a leased phone line to trip the main BFGSI breaker. In addition, overcurrent, over/under

frequency, and over/under voltage protection will be required at the plant terminal.

5.0) METERING REQUIREMENTS

ISO-New England metering criteria for this type of installation require hourly kilowatt-hour readings that are telemetered daily. An EUA SCADA Remote Terminal Unit (RTU) installed at the site will collect the data and send it to ISO New England. The EUA meters at the site will be read once a month and the reading will be reconciled with daily telemetered quantities.

6.0) INTERCONNECTION DESIGN

No major modifications are required to EUA mainline feeders or substations to accommodate the BFGSI generating facilities. The normally open point between the 2841 and 2842 feeder on Central Road will be relocated so that the facility will be normally served from the 2841 feeder. An upgraded 13.8 kV service will be required to provide the appropriate conductor thermal ratings, a visible switching point and primary metering.

Additional relays and controls will be required at Sykes Road Substation to provide proper protection for EUA customers and the generating facility. A SCADA RTU will be required for operational and billing purposes.

The EUA work associated with these additions is discussed in the following Distribution, Metering, and Protection and Control sections. The major aspects of the BFGSI additions are described in sections 6.4, Generating Plant, and 8.2, BFGSI Responsibilities.

6.1) Distribution

The interconnection voltage will be 13.8kV, nominal line-to-line voltage. The exact construction and cost will be set when site plans are finalized by BFGSI in conjunction with EUASC.

EUA will reconductor approximately 3600 feet of 13.8kV distribution, install one pole-top switch and construct a pole-mounted primary metering system. The switch will provide a visible break to isolate the plant from the distribution system.

The phase conductors will be 636 kcmil and the neutral will be 1/0 AAC. The line will be unshielded. All arrestors will be 10kV.

6.2) Metering

The PTs, CTs and meters for the primary metering will be supplied and installed by EUA on a pole structure just outside the plant as shown on Sketch 6.1. A leased telephone line at the pole will be required for the primary metering.

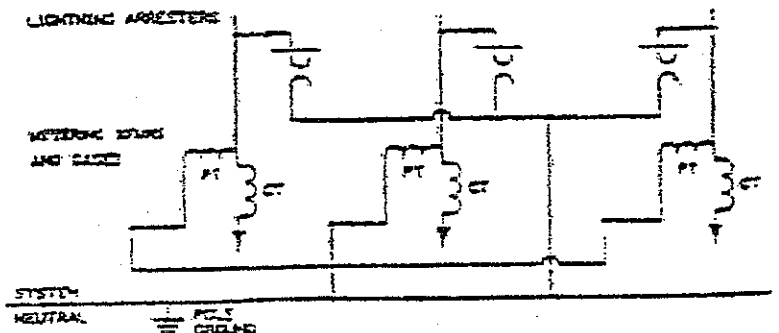
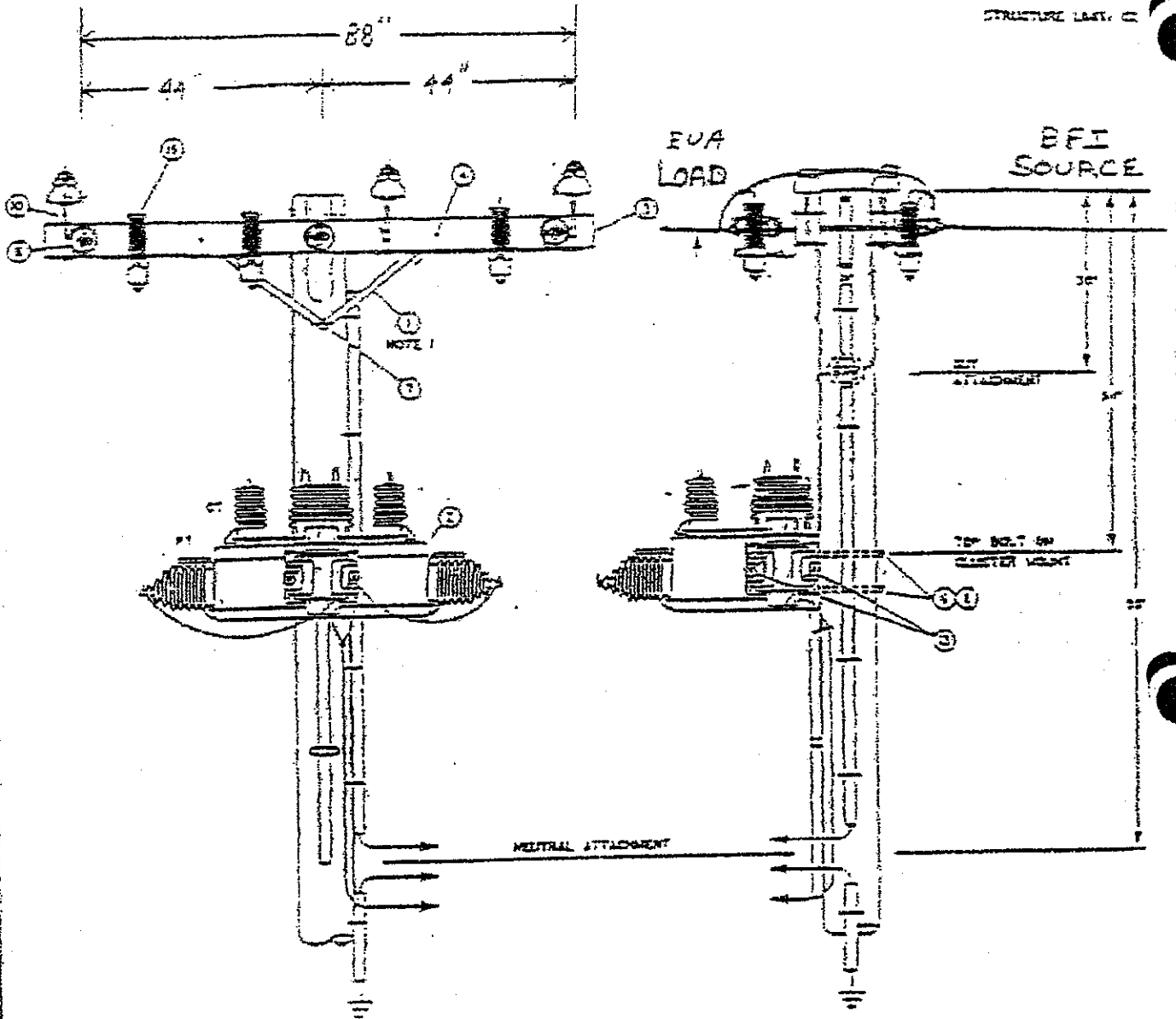
EUA will install a wall-mounted Telegyr 9000 RTU at the site to fulfill ISO New England billing requirements and provide breaker and instantaneous power indications. EUA will also purchase, install and connect transducers for the 13.8kV voltage and instantaneous MW and MVAR. BFGSI will mount the transducers in a cabinet next to the RTU. Both cabinets will be mounted indoors and require 4 feet by 8 feet of clear wall space with at least 3 feet of working space in front of the units. BFGSI will supply a 2-1/2" steel conduit between the outdoor primary metering equipment and the RTU. BFGSI will install conduits and wire their instrument transformers to the transducer cabinet.

BFGSI will provide the RTU with both a dedicated 120v AC source and a dedicated 48v DC source. The DC source must have the capacity to supply the RTU with a carry-over capability of eight hours in case of a station service failure. The power circuits will be in separate conduits from each other and from all other metering and indication circuits.

A leased telephone circuit will be required to connect the RTU with EUA System Operations in Lincoln, RI. A telephone line termination will be needed near the RTU and will conform to the requirements of the local telephone company. BFGSI will supply the plant ground potential rise (GPR) as part of the telephone requirements.

ELSKY - THREE PHASE - 4 WIRE - CROSSARM
PRIMARY METERING - OVERHEAD LINE

STRUCTURE LAST. C



NOTE:
FOR SEE FOR CONSTRUCTION USE - VARIOUS BRANDS
OF 1/2" DIA. 1/2" x 1/2" MACHINE BOLTS OR EQUIV.

GROUNDING DIAGRAM

BFGSI will provide dry contacts wired to the RTU location for status indication of the breaker positions and transfer trip/trouble. EUA will make the final connections at the RTU.

6.3) Protection and Control

An RFL transfer trip scheme will be required to ensure rapid removal of the BFGSI generators when feeder 2841 breaker trips. A leased telephone line, separate from the metering and RTU lines, will be used for communication.

Synch-check relays and associated line PTs will be installed at Sykes Road Substation to prevent reclosing on to a live line. When the plant is fed from other than the 2841 feeder, the transfer trip will not be in service. The SCADA unit will be used to provide EUA System operators with breaker indication and reclosing will be turned off on the tie feeder.

6.4) Generating Plant

The site as proposed will have 2-925kW diesel induction generators and 1- 5600kW gas-turbine synchronous generator. As shown in Figure 1, the main plant step-up transformer will be a three winding unit connected wye-wye with a delta tertiary; there will be a reactor for grounding the 13.8kV side. All equipment on the 13.8kV side shall have a BIL of 110kV. The main 13.8kV interrupting device required for the plant is a breaker with an interrupting capability of 500 MVA.

The site will have adequate protection and control systems that include, but are not limited to, the following relays:

- 1) transfer trip;
- 2) over/under frequency;
- 3) over/under voltage;
- 4) phase and ground overcurrent; and
- 5) synch check.

The plant will normally run to maintain unity power factor at the high side of the plant transformer under automatic control, with over voltage override. Further, the plant will not operate independent of the system or close in on a dead line. During start up, at least one diesel unit will be on line prior to starting the turbine generator set.

7.0) COST ESTIMATE

7.1) Distribution	
poles, switches, wire, etc.	\$10,000
labor and overheads	16,000
7.2) Metering	
meters, PTs, CTs, etc.	7,000
labor and overheads	3,000
7.3) Station	
1.8 MVAR Capacitor Bank addition	88,000
7.4) Protection and Control	
SCADA RTU and transducers (@BFGSI)	7,000
communications	4,000
RFL transmitter	4,000
RFL receiver (@BFGSI)	12,000
substation relays and control wires	6,000
labor and overheads	20,000
7.5) Administrative and Engineering Charges	40,000

PROJECT TOTALS

\$217,000

EUA requirements for other equipment at the BFGSI site, such as that for protection and control (including voltage control) are not included in the estimate.

8. AREAS OF RESPONSIBILITY AND ADMINISTRATIVE PROCEDURES

8.1) EUA Responsibilities

EUA will be responsible for all additions and modifications at Sykes Road Substation as well as the primary 13.8kV metering and SCADA equipment at the BFGSI site.

EUA will assist BFGSI in acquiring telephone lines for the metering and the RFL system. EUA will lease the telephone line for the SCADA RTU.

EUA will install all of the distribution interconnection facilities and will terminate all distribution conductors on BFGSI's dead-end structure.

8.2) BFGSI Responsibilities

BFGSI's responsibilities associated with the engineering and construction of the interconnection facilities include, but are not limited to, the following:

- 1) installation of the step-up transformer and reactor;
- 2) installation and connection of RFL transfer trip equipment at the generating site and installation of the phone lines for the transfer trip system;
- 3) installation and testing of all protection and control systems, including voltage control, at the generating site; and
- 4) installation of breaker indication, transfer trip status and AC and DC power to the SCADA RTUs.

8.3) Administrative Procedures

An Interconnection Agreement must be executed and BFGSI must make any pre-payments stipulated in the Interconnection Agreement before EUA proceeds with any design engineering.

EUA must be allowed twenty (20) working days to review and approve the project's milestone schedule. Upon EUA approval of BFGSI's final design, EUA requires:

- 1) Six months to design, purchase and install equipment at Sykes Road Substation.
- 2) Four months to purchase and install the primary, pole-mounted metering package.
- 3) Three months to install the distribution facilities.
- 4) Three months to order the phone lines.
- 5) Six months to specify and purchase the SCADA RTU and two months to install it in the BFGSI plant.
- 6) Four months to develop and agree on administrative and operational procedures.

EUA will witness all in-service testing of the interconnection and review all final testing of the plant.

EUA reserves the right to make reasonable revisions to all aspects of the electrical design including protection and control schemes. An allowance of twenty working days should be made for all approval drawings. Any delays in receiving information from BFGSI will result in a commensurate delay in EUA work and possibly the in-service date of the interconnection. Responsibility for making the final interconnection is reserved exclusively to EUA.

EASTERN EDISON COMPANY
ESTIMATED INTERCONNECTION FACILITIES
CONTRIBUTION IN AID OF CONSTRUCTION (CIAC)

Labor Costs	= \$	47,500
Material Cost ¹	= \$	0
Equipment Cost ²	= \$	141,000
Transportation Cost	= \$	0
Overhead Cost ⁴	= \$	28,500
Outside Service ⁶	= \$	<u>0</u>
Total Cost	= \$	217,000

NOTES:

1. Invoiced cost of materials on hand used for the Interconnection Facilities plus overheads associated with storeroom operations.
2. Invoiced cost of equipment purchased for the Interconnection Facilities.
3. Associated Costs, consisting of land costs, acquisition costs, environmental assessments, permitting, zoning, filing, taxes, per diem expenses, and any other expenses directly related to the Interconnection Facilities.
4. Overheads calculated according to Exhibit C.
5. Calculated according to FERC methodology Page 218, FERC Form No. 1.
6. Those services performed by other than Company personnel which are directly provided for the Interconnection Facilities.

EASTERN EDISON COMPANY
PROCEDURE FOR CALCULATING MONTHLY EXPENSES

BFGSI shall be responsible for paying all on-going operation and maintenance expenses, including overheads, and real estate and personal property taxes associated with the Interconnection Facilities as follows:

I. OPERATION AND MAINTENANCE EXPENSES

Operation and Maintenance ("O&M") expenses shall be the labor cost, material cost, equipment cost and overheads related to the Interconnection Facilities. The Company will maintain a record of the charges, for all work, on its books under an internal class code for the Interconnection Facilities (designated internal class code) The Company shall promptly provide to BFGSI such records as BFGSI reasonably requests to justify the above charges.

O&M expenses shall be determined in accordance with the following formula:

Total O&M Cost = Total Labor Cost + Total Material Cost +

Equipment Costs¹ + Outside Services²

Total Labor Cost = A + A (B/E + C/E + D/E)

Total Material Cost = F + (F x G/H)

Where:

- A = Direct Labor
- B = Unproductive Labor Expense ³
- C = Administrative & General Expense ⁴
- D = Total Payroll Taxes ⁵
- E = Company Total Wages & Salaries ⁶
- F = Direct Material Cost as invoiced for materials on hand for the Interconnection Facilities.
- G = Stores Expense ⁷
- H = Total Stock Issues ⁸

NOTES:

1. Equipment purchased directly for the Interconnection Facilities at invoiced cost.
2. Those services performed by other than Company personnel which are directly provided for the Interconnection Facilities.
3. Unproductive Labor Expenses include Vacations, Holidays, Sick days, Occupational Accident, Jury Duty, etc. Unproductive Expenses are not included in Administrative & General Expenses.

4. Administrative & General Expenses include Salaries associated with Administrative and General Operations, Worker's Compensation, Injuries & Damages, and Pension Benefits. (Company FERC Form 1, page 323, line 168b). This item does not include stores related expenses.
5. Total Payroll Taxes include employer FICA and Federal & State Unemployment Taxes. (Eastern Edison FERC Form 1, page 262, line 36d). Payroll taxes are not included in Administrative and General Expenses.
6. Reference Company FERC Form 1, page 355, line 96b.
7. Stores Expense meaning material handling and warehousing costs, include the costs of supervision, labor and expenses in the operation of general storerooms including purchasing, storage, handling and distribution of material and supplies. Warehousing costs shall be limited to those costs associated with items issued in the calendar year. These expenses are not included in Administrative and General Expenses.
8. Total Stock Issued include the total cost of all transmission and distribution inventory issued, not including handling or warehousing expenses.

II. REAL ESTATE AND PERSONAL PROPERTY TAXES

Taxes = X (Y/Z)

Where: X = Real Estate and Personal Property Taxes¹

Y = Interconnection Facilities Investment²

Z = Total Electric Plant in Service³

- Notes:
1. Real Estate and Personal Property Taxes are shown on pages 262-263 of Company FERC Form 1.
 2. The average of the beginning/end of year balances for the Interconnection Facilities.
 3. FERC Accounts 301-399, 102-103 comprise Total Electric Plant in Service. The beginning/end of year figures are shown on pages 204-207 of Company FERC Form 1. The Interconnection Facilities investment will be added to the Total Electric Plant in Service.

CERTIFICATE OF COMPLIANCE

This will certify that Browning Ferris Gas Services, Inc. has complied with all applicable provisions of the Interconnection Agreement between Eastern Edison Company and Browning Ferris Gas Services, Inc. in the design and installation of the Interconnection Facilities, described in Appendix A, between its generation facility located at 1080 Airport Road, Fall River and the connection with Eastern Edison Company's electric system and the Interconnection Facilities has been tested and found to be safe and reliable operating condition ready for commercial use.

Date: _____

By: _____

Title: _____