

#4017

RIPUC Use Only

Date Application Received: ____/____/____
 Date Review Completed: ____/____/____
 Date Commission Action: ____/____/____
 Date Commission Approved: ____/____/____

GIS Certification #:
_____**RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM****The Standard Application Form**

**Required of all Applicants for Certification of Eligibility of Renewable Energy Resource
 (Version 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-Randolph Facility _____
- 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-1224
- 2.2 Generation Unit Nameplate Capacity: 2.7 MW
- 2.3 Maximum Demonstrated Capacity: 2.7 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 / 2000 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

SECTION V: Location

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

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

5.2 Generation Unit address: _____ 80 Johnson Drive, Randolph, MA 02368

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

- A. Universal Transverse Mercator Coordinates: Easting 330660
Northing 4672239
- B. Longitude/Latitude: -71.050 / 42.1839

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

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

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

Appendix E completed and attached?

☐ Yes ☐ No ☒ N/A

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 biodiesel and other neat liquid fuels that are derived from such fuel sources.

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

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: only 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 LFG

- 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 LFG

- 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:

03 / 05 / 99

- 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 N/A

Corporate Certification provided?

Yes No N/A

Individuals

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

Appendix A completed and attached?

Yes No N/A

Non-Corporate Entities

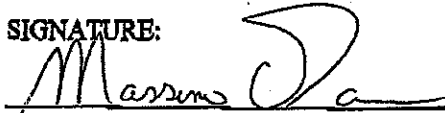
(Proprietorships, Partnerships, Cooperatives, etc.) If the Owner or Operator is not an individual or a corporation, it shall complete and attach APPENDIX B or execute a resolution indicating that the Authorized Representative named in Section 1.8 has authority to execute the Renewable Energy Resources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

Appendix B completed and attached?

Yes No N/A

6.2 Authorized Representative Certification and Signature:

I hereby certify, under pains and penalties of perjury, that I have personally examined and am familiar with the information submitted herein and based upon my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant penalties, both civil and criminal, for submitting false information, including possible fines and punishment. My signature below certifies all information submitted on this Renewable Energy Resources Eligibility Form. The Renewable Energy Resources Eligibility Form includes the Standard Application Form and all required Appendices and attachments. I acknowledge that the Generation Unit is obligated to and will notify the Commission promptly in the event of a change in a generator's eligibility status (including, without limitation, the status of the air permits) and that when and if, in the Commission's opinion, after due consideration, there is a material change in the characteristics of a Generation Unit or its fuel stream that could alter its eligibility, such Generation Unit must be re-certified in accordance with Section 9.0 of the RES Regulations. I further acknowledge that the Generation Unit is obligated to and will file such quarterly or other reports as required by the Regulations and the Commission in its certification order. I understand that the Generation Unit will be immediately de-certified if it fails to file such reports.

Signature of Authorized Representative:**SIGNATURE:****DATE:**10/20/08DIRECTOR
(Title)

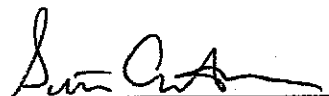
SECRETARY'S CERTIFICATE
OF
GAS RECOVERY SYSTEMS, LLC

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



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
METROPOLITAN BOSTON - NORTHEAST REGIONAL OFFICE

ARGEO PAUL CELLUCCI
Governor

JANE SWIFT
Lieutenant Governor

BOB DURAND
Secretary

EDWARD P. KUNCE
Acting Commissioner

MAR 05 1999

Mr. Larry Merington
Browning Ferris Gas Services, Inc.
(Randolph Electric)
757 N. Eldridge
Houston, TX 77079

RE: RANDOLPH - Metropolitan
Boston/Northeast Region
NON-MAJOR COMPREHENSIVE
PLAN, 310 CMR 7.02 (2)
Appl. No. MBR-98-COM-021
Transmittal No. P20023
CONDITIONAL APPROVAL
SUPERSEDES
Appl. No. MBR-95-IND-017
Transmittal No. 94642

Dear Mr. Merington:

The Metropolitan Boston/Northeast Region of the Department of Environmental Protection, Bureau of Waste Prevention, has reviewed the plans and specifications which have been submitted to date for the above referenced plan application. This proposal contains a request to modify a prior **CONDITIONAL APPROVAL** to construct and operate a three megawatt (MW) electrical generation facility utilizing three (3) reciprocating internal combustion engines fueled by landfill gas from the Browning-Ferris Industries (BFI) Landfill located in Randolph, Massachusetts. The prior approval letter for Application No. MBR-95-IND-017 (Transmittal No. 94642) was issued on July 5, 1996. The application bears the seal and signature of Mr. Sami Atallah, Massachusetts P. E. No. 21767.

Based on the information which the Department has received during the technical review of this application, the Department is of the opinion that the subject application is administratively complete and that the plans and specifications detailed in this letter are in conformance with current air pollution control engineering practice. Therefore, the Department hereby **grants** **CONDITIONAL APPROVAL** for the described operation, subject to the conditions listed below.

For the purposes of non-attainment review, this project has a potential net emission increase of less than 96 tons per year of carbon monoxide (CO) and is not subject to the requirements of 310 CMR 7.00: Appendix A.

Please review the entire CONDITIONAL APPROVAL carefully, as it stipulates the particular conditions with which the facility owner/operator must comply for the facility to be operated in compliance with the Regulations. Failure to comply with this APPROVAL will constitute a violation of the Regulations and can result in the revocation of the CONDITIONAL APPROVAL.

A. EQUIPMENT DESCRIPTION

Table I. Description of the Major Pieces of Equipment pertaining to this Plan Approval.

Unit No.	Description of Unit	Manufacturer	Model No.
1	internal combustion engine	Waukesha	7042GL
2	internal combustion engine	Waukesha	7042GL
3	internal combustion engine	Waukesha	7042GL

- 1) BFGSI shall equip each of the engines with a Maxim Model No. M-41 or equivalent silencer to minimize the noise generated by the operation of each engine. In addition, the engines shall be enclosed within a building to further reduce the noise produced by their operation, so as to comply with 310 CMR 7.10 and the Division of Air Quality Control Noise Policy No. 90-001.
- 2) Each engine will discharge its combustion products through a new 14 inch diameter carbon steel stack. The opening of the stack will be located 20 feet above ground level.

B. OPERATIONAL LIMITS

BFGSI shall adhere to the following operational requirements:

- 1) The two flares, which were approved in Application No. MBR-91-COM-012 (Transmittal No. 9148), shall be utilized to combust any excess landfill gas which the engine(s) can not combust.
- 2) The maximum electrical production rate per engine is 1.055 MW.
- 3) The maximum fuel input per engine is 13,000,000 British thermal units per hour (Btu/hr).
- 4) The maximum engine exhaust oxygen content shall be between 6.8% and 9.8% by volume.

- 5) BFGSI shall restrict the heat input of landfill gas to each engine to no more than 113,880 million British thermal units (MMBtu) in any consecutive rolling twelve month period and maintain a facility-wide heat input cap of no more than 341,640 MMBtu in any consecutive rolling twelve month period.
- 6) BFGSI shall operate its equipment, described in Section A, such that none of the emission caps set forth in Section C shall be exceeded.

C. EMISSION LIMITS (SHORT TERM & LONG TERM)

The maximum emission rates from each of the three Waukesha engines shall be 0.60 grams per brake-horsepower hour (g/Bhp-hr) or 0.1504 pounds per million British thermal units (lbs/MMBtu) of NO_x, 3.0 g/Bhp-hr or 0.7519 lbs/MMBtu of carbon monoxide (CO), and 0.30 g/Bhp-hr or 0.0752 lbs/MMBtu of volatile organic compounds (VOC) while operating at 100 percent load. (See Table II for the equivalent maximum emission rate in pounds per hour.)

Table II. Emission Limitations and Maximum Emission Rates for Each Proposed Engine

Pollutant	Emission Limitation (lbs/MMBtu)	Maximum Emission Rate (pounds/hr)
NO _x	0.1504	1.96
CO	0.7519	9.77
VOC	0.0752	0.98

- Notes:
1. Emission limitations and maximum emission rates are based on the following parameters:
 - a. Electrical output per engine = 1.055 MW
 - b. Mechanical output per engine = 1,478 Bhp
 - c. Landfill gas will have a lower heating value of approximately 455 British thermal units per standard cubic feet (Btu/scf)
 - d. Reciprocating engines are firing landfill gas at 100% load

The monthly allowable emission rates as well as the twelve month rolling allowable emission rates for the engines and the previously approved flare system are delineated in Table III below.

Table III. Monthly and Twelve Month Rolling Allowable Emission Rates

Description	NO _x (tons/ month)	NO _x (tons/ twelve month period)	CO (tons/ month)	CO (tons/ twelve month period)	VOC (tons/ month)	VOC (tons/ twelve month period)
Three Waukesha engines	2.19	25.75	10.91	128.43	1.10	12.88
Facility-wide Potential *	2.19	25.75	10.91	128.43	1.10	12.88

- * As of the date of this CONDITIONAL APPROVAL, the existing dual flare system has been the only equipment used to combust the collected landfill gas from the subject facility. The actual baseline emissions from the existing facility, averaged over calendar years 1997 and 1998, has been 32.7 tons per year of CO. Therefore, the potential net increase of CO emissions for the proposed project modification is 128.43 tons - 32.7 tons, or 95.67 tons. The new facility-wide potential emission rates are the absolute worst-case emission limits since the operation of the flares are strictly back-up for the engines and the emission rates (for all pollutants of concern) from each flare are lower than the corresponding emission rates from each engine.

D. RECORD KEEPING REQUIREMENTS

See SPECIAL CONDITION No. 12 below.

- 1) BFGSI shall maintain records on a monthly basis and on a twelve month rolling period basis (the total from the current month plus the sum for the eleven months preceding the current month). These records shall document operating parameters that can be used to estimate emissions generated from the facility for VOC, NO_x, and CO. These records shall document the compliance status of the facility with respect to this Approval. These records may include but not be limited to daily operational records, raw material usage rates, and emissions test results.
- 2) BFGSI shall maintain records on-site of the volume of LFG (scf) fired in each unit for each month and for each twelve (12) month rolling period.
- 3) BFGSI shall maintain records on-site of the heat input of landfill gas (MMBtu) fired in each unit for each month and for each twelve (12) month rolling period. These heat input records may be generated by gas chromatograph and/or field measurements.
- 4) A copy of these records must be kept readily available on-site for a period of five years and shall be made available to Department personnel upon request.

E. SPECIAL CONDITIONS

- 1) This CONDITIONAL APPROVAL supersedes the prior CONDITIONAL APPROVAL for Appl. No. MBR-95-IND-017 and Transmittal No. 94642.
- 2) BFGSI shall comply with the operational limits and the allowable emission limits contained in this letter.
- 3) BFGSI shall maintain a copy of the Standard Operating and Maintenance Procedures for all subject equipment in an easily accessible location on-site, such as the engine/generator building.
- 4) BFGSI shall have at least one operable oxygen analyzer on hand to measure and record the stack outlet oxygen levels at least once per week on all three (3) engines. These records shall be kept on file at the site for a minimum of five (5) years. BFGSI shall notify the Department of any significant trends or of any variations in oxygen levels as monitored and from those levels as recorded during compliance testing.
- 5) BFGSI shall construct all appropriate equipment in the landfill gas-to-energy facility to accommodate the emissions testing requirements contained in 40 CFR 60 Appendix A Method 1.
- 6) BFGSI shall conduct emissions testing on the subject engines for NO_x, CO, and VOC to demonstrate compliance with the emissions limitations delineated in Section C. The emissions test shall be conducted within 90 days of the commencement of continuous operation of the landfill gas-to-energy facility and shall be conducted in accordance with the appropriate test methods and procedures as contained in 40 CFR 60 Appendix A. BFGSI shall also conduct a NO_x/CO minimization emission test program within 90 days of the commencement of continuous operation of the subject engines.
- 7) BFGSI shall submit a pre-test protocol for Department approval at least thirty (30) days prior to the commencement of the first compliance test at the subject Randolph facility. The protocol shall describe all sampling point locations, sampling equipment, analytical procedures, and the operating conditions for the required testing.
- 8) BFGSI shall submit a final emissions test results report to this Office, attention Permit Chief for the Bureau of Waste Prevention, within sixty (60) days of completion of any required compliance testing.
- 9) The ability of the engines to maintain emission rates at or below the levels stated in this approval letter shall be demonstrated to the Department in the future, if deemed necessary.
- 10) BFGSI shall install a landfill gas flow recorder(s) so that a hard copy of the volume of landfill gas fired into the three (3) reciprocating engines and flare system will be available. The amount of landfill gas burned by each individual engine as well as the flare system shall be recorded and monitored on a monthly basis. Charts shall be dated and initialed to insure accurate record keeping. These charts shall be made available to Department personnel for inspection and be kept on file at the facility for a minimum of five (5) years.

- 11) BFGSI shall conduct a noise survey, using a qualified third party, to demonstrate that noise impacts from the operation of the subject facility are in compliance with 310 CMR 7.10 and the Division of Air Quality Control Noise Policy No. 90-001. This survey shall be conducted within 60 days of continuous operation of the landfill gas-to-energy facility. The Department shall be notified of the noise survey at least ten (10) days prior to the start of the survey.
- 12) In order to verify that the facility-wide emission rates from the subject facility do not exceed the emission limits specified in this CONDITIONAL APPROVAL, BFGSI shall maintain on-site adequate monthly records to document compliance with the limits contained in Section B. and Section C. above. These records shall include the hours of operation and landfill gas flow rates for each month, the actual emissions of NO_x, CO, and VOC, for each month as well as the prior 11 months. A semi-annual report of these emissions for the period of January 1 through June 30 inclusive and for the period of July 1 through December 31 inclusive must be submitted to the Department, attention Permit Chief for the Bureau of Waste Prevention, by no later than July 31 and January 31, respectively, of each year. These records shall be maintained on site for a minimum of five (5) years and shall be made available to Department personnel upon request.
- 13) BFGSI shall be required to submit, in writing, an Exceedance Report to the Department should the facility exceed any limitation/restriction established within this CONDITIONAL APPROVAL. Said Exceedance Report shall be submitted, in writing, to this Office within seven (7) days of documentation of the exceedance of the limitation. The Exceedance Report shall include identification, duration, reason for the exceedance, and remedial action plan to prevent future exceedances.

F. GENERAL CONDITIONS

- 1) BFGSI shall notify the Permit Chief for the Bureau of Waste Prevention at this Office, in writing, when the subject equipment has been installed, the facility has been deemed ready for continuous operation.
- 2) If any nuisance condition(s) should be generated by the operation of this facility, then BFGSI shall take immediate appropriate steps to abate the nuisance condition(s).
- 3) If asbestos remediation/removal should be required as a result of the approved construction, reconstruction, or alteration of this facility, removal/remediation of asbestos shall be done in accordance with Regulation 310 CMR 7.15 in its entirety and 310 CMR 4.00.
- 4) BFGSI shall allow Department personnel access to the plant site, buildings, and all pertinent records at all times for the purpose of making inspections and surveys, collecting samples, obtaining data, and reviewing records.
- 5) Please be advised that this CONDITIONAL APPROVAL does not negate the responsibility of BFGSI to comply with this or any other applicable federal, state, or local regulations now or in the future. Nor does this Approval imply compliance with this or any other applicable federal, state, or local regulations now or in the future.
- 6) This Approval may be suspended, modified, or revoked by the Department if, at any time, the Department determines that BFGSI is violating any condition or part of this Approval.

- 7) The Regional Bureau of Waste Prevention, Compliance and Enforcement section must be notified by telephone as soon as possible after the occurrence of any upsets or malfunctions to the facility equipment, air pollution control equipment, or monitoring equipment which result in an excess emission to the air and/or a condition of air pollution.
- 8) A record keeping system shall be established and maintained on-site by BFGSI. All records shall be maintained up-to-date such that the year-to-date information is readily available for Department examination. Record keeping shall, at a minimum, include:
 - a record of routine maintenance activities performed on emission unit control and monitoring equipment including, at a minimum, the type or a description of the maintenance performed and the date and time the work was completed; and
 - a record of all malfunctions on emissions unit control and monitoring equipment shall include, at a minimum: the date and time the malfunctions occurred; a description of the malfunctions and the corrective actions taken; the date and time corrective actions were initiated; and the date and time corrective actions were completed and the emission unit returned to compliance; and
 - all records shall be kept on-site for five (5) years and shall be made available to Department personnel upon request.
- 9) BFGSI shall maintain an Environmental Logbook or equivalent recordkeeping system which shall document all actions associated with environmental issues and overall emissions changes at the facility. The facility shall record information such as the results of federal, state, or local environmental inspections; maintenance or corrective actions related to pollution control equipment; and measures taken to lower overall emissions to the environment (air, solvent waste, etc.). This Logbook or equivalent recordkeeping system shall be made available to Department personnel upon request.
- 10) In accordance with Regulation 310 CMR 7.12, the facility shall register on a form obtained from the Department such information as the Department may request including:
 - the nature and amounts of emissions from the facility;
 - information which may be needed to determine the nature and amounts of emissions from the facility;
 - any other information pertaining to the facility which the Department requires; and
 - information required by Regulation 310 CMR 7.12(1)(a) to be submitted annually.
- 11) Any proposed increase in emissions above the limits contained in this CONDITIONAL APPROVAL must first be approved in writing by the Department pursuant to Regulation 310 CMR 7.02(2). In addition, any increase may subject the facility to additional regulatory requirements.
- 12) The facility shall be constructed and operated in strict accordance with the application approved herein. Should there be any differences between the aforementioned application and this Approval letter, this Approval letter shall govern.

- 13) The Department has determined that the filing of an Environmental Notification Form (ENF) with the Secretary of Environmental Affairs, for air quality purposes, was not required prior to this action by the Department. Notwithstanding this determination, the Massachusetts Environmental Policy Act (MEPA) and Regulation 301 CMR 11.00, Section 11.03, provide certain "Fail-Safe Provisions" which allow the Secretary to require the filing of an ENF and/or an Environmental Impact Report at a later time.

This CONDITIONAL APPROVAL is an action of the Department. If you are aggrieved by this action, you may request an adjudicatory hearing. A request for a hearing must be made in writing and postmarked within twenty-one (21) days of the date you received this plan approval. Under 310 CMR 1.01(6)(b), the request must state clearly and concisely the facts which are the grounds for the request, and the relief sought. Additionally, the request must state why the plan approval is not consistent with applicable laws and regulations.

The hearing request along with a valid check payable to the Commonwealth of Massachusetts in the amount of one hundred dollars (\$100.00) must be mailed to:

Commonwealth of Massachusetts
Department of Environmental Protection
P.O. Box 4062
Boston, Massachusetts 02211

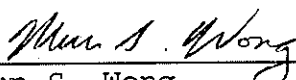
The request will be dismissed if the filing fee is not paid, unless the appellant is exempt or granted a waiver as described below.


The filing fee is not required if the appellant is a city or town (or municipal agency), county, or district of the Commonwealth of Massachusetts, or a municipal housing authority.

The Department may waive the adjudicatory hearing filing fee for a person who shows that paying the fee will create an undue financial hardship. A person seeking a waiver must file, together with the hearing request as provided above, an affidavit setting forth the facts believed to support the claim of undue financial hardship.

Should you have any questions concerning this letter, please do not hesitate to contact Mr. Mun Wong at (978) 661-7652.

Sincerely,


Mun S. Wong
Environmental Engineer


James E. Belisky
Permit Chief
Bureau of Waste Prevention

JEB/Emw/mw
P:\MWONG\98COM021.CAP

cc: Board of Health, Town Hall, Randolph, MA 02368
Fire Headquarters, 10 Memorial Parkway, Randolph, MA 02368
DAQC, One Winter Street, Boston, MA 02108 ATTN: Mr. W. Sullivan
DEP, 10 Commerce Way, Woburn, MA 01801 ATTN: Ms. Maureen Hancock
Mr. Tom Parks, DAQC
Mr. Ed MacDonald, DSWM
BFI Waste Systems of North America, Inc., 757 N. Eldridge, Houston,
TX 77079 ATTN: Ms. Renee Voyt
Browning-Ferris Gas Services, Inc., 27 Laurel Street, Halifax, MA 02338
ATTN: Mr. Michael Alexandrian

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P. 1



9. MATERIAL SITE AGREEMENTS

9.19 RANDOLPH

9.19.1 Agreement for the Sale of Electric Power
Generated from Landfill Gas dated November 13,
1997 between Hingham Municipal Lighting Plant and
Browning Ferris Gas Services, Inc.

March 1, 2000
Mr. Chris Cox
Hingham Municipal Lighting Plant
19 Elm Street
Hingham, MA 02043

Dear Mr. Cox

As defined in the Agreement For The Sale Of Electric Power between Hingham Municipal Lighting Plant and Browning Ferris Gas Services Inc., from the BFI Randolph Landfill, BFGSI hereby gives notice that the Randolph Electric Facility will begin Commercial Operation at 12:00 Noon on Wednesday, March 01, 2000. All milestones as set forth in Section 3 of the agreement have been met. The facility has successfully completed the 72 hour test. The Maximum Claimed Capability is 2.6 Megawatts.

We look forward to a long and successful partnership with Hingham Municipal Lighting Plant. If you have any questions please contact me at 508-580-6871.

Sincerely,

Paul Morrill

Paul Morrill
Plant Manager, BFGSI Randolph Electric
Cc: Paul Bulla GAS/BFGSI
Thomas Renner
David White

Browning - Ferris Gas Services, Inc. - East Bridgewater Electric
234 Thatcher Street - East Bridgewater, Massachusetts 02333
Phone 508-580-6871 - Fax 508-580-6667
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AGREEMENT FOR THE SALE OF
ELECTRIC POWER GENERATED FROM LANDFILL GAS

THIS AGREEMENT FOR THE SALE OF ELECTRIC POWER GENERATED FROM LANDFILL GAS is made as of the 11th day of November, 1997, by and between HINGHAM MUNICIPAL LIGHTING PLANT, a Massachusetts Municipal Lighting Plant ("Purchaser") and BROWNING-FERRIS GAS SERVICES, INC., a Delaware corporation ("Operator").

RECITALS:

- A. Purchaser operates a municipal electric utility that distributes power within Hingham, Massachusetts; and
- B. Operator desires to sell to Purchaser the electric power to be generated at a Qualifying Facility (or "QF", as that term is defined in the Public Utility Regulatory Policies Act of 1978) to be constructed and operated by Operator. The Qualifying Facility will use as fuel landfill gas generated from the BFI Randolph Landfill, which is owned and operated by an affiliate of BFGSI and located at Johnson Drive, Randolph, Massachusetts 02368.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. Definitions.

"Capability Audit" refers to the procedure used pursuant to the NEPOOL Agreement to determine the Qualified Capacity of the Facility as currently set forth in the NEPOOL Procedures entitled "Agreement" by NEPOOL Participants for Uniform Rating and Periodic Audit: No. 4 (CRS-4) and "Criteria Rules and Standards for Cogeneration and Small Power Production Facilities" No. 26 (CRS-26).

"Capability Responsibility" is that amount of Installed and Operable Capacity for which Purchaser is responsible as determined by NEPOOL in accordance with the NEPOOL Agreement, Rules and Criteria.

"Capacity and Associated Energy" shall mean the available capacity, and hourly generation of the Facility delivered to and taken by Purchaser pursuant to this Agreement, and for which Purchaser receives Capability Responsibility, Installed Capacity, and Operable Capacity credit.

"Capacity Factor" is expressed as a percentage and shall be calculated for any period of time as: the actual kWh delivered to Purchaser during such time period divided by the product of the Facility's Maximum Claimed Capability in kW for the same period multiplied by the number of hours in that period.

"Commercial Operation Date" means the date on which all of the following conditions have been satisfied:

- (a) Purchaser has received written notice from Operator that the Facility is permanently constructed and ready to deliver electric power as a QF; and
- (b) The Facility has been synchronized with and has delivered electric power to the Transmitting Utility for transmission to Purchaser;
- (c) The Facility has successfully completed a 72 hour test during which the Facility operated continuously at ninety percent (90%) of the Maximum Claimed Capability of the Facility; and
- (d) The Facility has met all requirements necessary for Purchaser to claim Installed Capacity in accordance with NEPOOL rules in meeting Purchaser's Capability Responsibility; and
- (e) Operator has notified Purchaser that all milestones preceding, as set forth in Section 3, and permits that are necessary to meet the Commercial Operation Date have been met or waived, and that the Commercial Operation Date has occurred.

"Confidential Information" means all information relating to Purchaser's and Operator's past, present and intended operations and which the owner of such information has provided to the other party hereto in connection with this Agreement; provided, however, any of the following shall not be Confidential Information:

- (a) Information which is lawfully in possession of the receiving party prior to the time of its receipt from the owner thereof;
- (b) Information which is or becomes part of the public domain through no improper action of the receiving party or through public records requests pursuant to the Massachusetts public records law, G.L.c. 66, §10, or other federal or state public records laws; and

- (c) Information which was acquired by the receiving party from a third party who did not receive it, directly or indirectly, from the other party, and who did not require the receiving party to hold such information in confidence.

"Delivery Point" shall be the 115kV interconnection point between the Purchaser and the New England Power Company at the East Weymouth substation.

"Design Capability" is the net electrical capability expressed in kW, that the Facility is expected to be capable of demonstrating under a Capability Audit, based on Good Utility Practice and engineering design expectations of the Facility's net electrical continuous output capability based on NEPOOL Audit Standards (CRS #4).

"Events of Default" is defined in Sections 11.1 and 11.2.

"Facility" means those structures and equipment to be constructed by Operator, including without limitation, all structures and equipment necessary to operate and maintain the Plant.

"Force Majeure" means any contingency beyond the affected party's reasonable control, including without limitation, acts of God, severe weather, strikes, riots, war, compliance with any law, regulation or order of any federal, state or local duly constituted governmental body or any instrumentality thereof or any court, the denial, suspension, expiration or termination of, or any delay in the issuance of, any permit required in order to operate the Facility, the Interconnection Facility, the Refuse Gas collection and delivery system located at the Landfill, or the Landfill as a sanitary landfill (provided that the affected party has used due diligence to obtain and maintain such permit), and the lack of or a reduction in the amount of Refuse Gas available from the Landfill. "Force Majeure" shall also include the interruption of the Transmitting Utility's ability to transmit power generated by the Plant to Purchaser as required by its agreement with Operator so long as such the Transmitting Utility's inability to transmit power is beyond the affected party's reasonable control.

"Good Utility Practice" means any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known to Operator at the time a decision was made, could have been expected to accomplish the desired

result at a reasonable cost consistent with licensing and regulatory considerations, environmental considerations, reliability, safety and expedition, and taking into account the interests of Purchaser and Operator. In determining whether any practice, method or act is in accordance with Good Utility Practice, due consideration shall be given to the fact that electric generating units involve the application of advancing technology and are subject to changing regulatory and environmental requirements. Good Utility Practice is not intended to be limited to the optimum practice, method or act, to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts, including those involving the use of new concepts or technology.

"Installed Capability" of an electric generating unit or combination of units during the Winter Period is the Winter Capability of such unit or units and during the Summer Period is the Summer Capability of such unit or units. The capitalized terms in the preceding sentence refer to defined terms in the NEPOOL Agreement.

"Installed Capability Responsibility" for any month is the number of Kilowatts determined by NEPOOL in accordance with Section 12.2 of the NEPOOL Agreement. The capitalized terms in the preceding sentence refer to defined terms in the NEPOOL Agreement.

"Interconnection Facility" means all equipment and facilities to be constructed by Operator necessary for the proper, reliable and safe electric power interconnection of the Plant to, which equipment and facilities shall be more particularly detailed and outlined in the Interconnection Study.

"Interconnection Point" means the point of physical connection of the electric power supply line from the Plant to the transmission systems of the Transmitting Utility.

"Interconnection Study" means a study to be undertaken by Operator, at the expense of Operator, to determine the means and equipment required to interconnect the power supply line furnishing electricity generated at the Plant to the transmission system of the Transmitting Utility. The Interconnection Study shall include, among other things, a one-line electrical diagram and equipment and yard layout setting out transformer size and placement, required switchgear, location and type of billing meter, operating protocol, and the location of the Interconnection Point, the schedule for construction, a list of all required permits,

if any, for the Interconnection Facility and governmental authorizations, if any, for the Interconnection Facility and such other information as may be reasonably necessary in Operator's judgment after consultation with Purchaser, in order to insure proper, reliable and safe electric power interconnection of the power supply line from the Plant to the transmission system of the Transmitting Utility.

"Landfill" means certain real property located at and more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference, on which real property an affiliate of the Operator has maintained a sanitary Landfill. Reference to the Landfill does not include the "Plant" or the "Facility."

"Maximum Claimed Capability" shall be the net electrical capability, expressed in kW, at which the Facility is capable of operating as described in NEPOOL CRS-4 and which Purchaser may claim for purposes of meeting Purchaser's Installed Capability Responsibility.

"NEPOOL" means the New England Power Pool.

"NEPOOL Agreement" refers to the New England Power Pool Agreement dated as of September 1, 1971, as amended from time to time.

"NEPOOL Standards" are those standards set forth in NEPOOL's Criteria Rules and Standards ("CRS") as such are amended from time to time.

"Operable Capability" of an electric generating unit or units in any hour is the portion of the Installed Capability of the unit or units which is operating or available to respond within an appropriate period (as identified in market operation rules approved by the Regional Market Operations Committee) to the System Operator's call to meet the Energy and/or Operating Reserve and/or AGC requirements of the NEPOOL Control Area during a Scheduled Dispatch Period or which may be scheduled directly by individual Participants for the hour in accordance with market operation rules approved by the Regional Market Operations Committee. The capitalized terms in the preceding sentence refer to defined terms in the NEPOOL Agreement.

"Operable Capability Requirement" of a Participant for any hour is the number of Kilowatts determined in accordance with Section 12.3 of the NEPOOL Agreement. The capitalized terms in the preceding sentence refer to defined terms in the NEPOOL Agreement.

"Operator" is defined in the introduction of this Agreement and is also the Seller of the electricity generated by Facility.

"Plant" means the electric power generation plant which will process and use Refuse Gas from the Landfill as fuel to generate electricity for sale to Purchaser.

"Power Year" A power year is from November 1 to the following October 31.

"Purchaser" is defined in the introduction to this Agreement.

"QF" or "Qualifying Facility" is defined in the Recitals to this Agreement.

"Qualified Capacity" is that capacity of the Facility, as determined by Capability Audits, and which shall be included by NEPOOL as that part of the capacity of the Facility which satisfies the Installed Capability Responsibility of the Purchaser.

"Refuse Gas" means (i) methane, carbon dioxide and other trace gases produced by the anaerobic decomposition of waste material within the Landfill, and (ii) any and all other materials including entrained liquids, recovered association with such methane, carbon dioxide and other gases.

"Transmitting Utility" means the utility that will transmit power generated by the Plant to Purchaser's system under an applicable tariff.

2 Electric Power.

2.1 Anticipated Power. Subject to the reservations set forth in Section 2.2, Operator agrees to sell and Purchaser agrees to buy all of the Capacity and Associated Energy generated by the Facility, but not to exceed 3,200 kW. If Operator elects to expand the initial Facility so that it has a nameplate rating of more than 2,850 kW, Operator shall give Purchaser twelve (12) months prior written notice of the commercial operation of such expansion. Purchaser shall have the right of first refusal to purchase, and Operator agrees to sell to Purchaser if Purchaser so elects, subject to the reservations set forth in Section 2.2, all of the additional Capacity and Associated Energy generated by such expanded Facility

upon the terms and conditions (including, but not limited to, price) set forth in this Agreement.

- 2.2 Reservations by Operator. This Agreement does not apply to, and Operator expressly excludes from this Agreement and reserves unto itself, its successors and assigns, and including without limitation, any affiliate of the Operator that owns and operates the Landfill, the following rights. Such reservation shall not serve as a basis for a claim by Purchaser of a violation by Operator of any obligation of Operator to Purchaser under this Agreement:

- 2.2.1 To operate the Facility and the Interconnect Facility free from any control by Purchaser in such manner as Operator or its affiliate, in its sole discretion exercising its business judgment, deems advisable, including without limitation, the right, but never the obligation, to test, modify, replace, maintain, repair, enlarge and extend any of said facilities from time to time.
- 2.2.2 To use any amount of electric power in the construction, operation and maintenance of the Refuse Gas collection and delivery system and in the operation of the Landfill and any other facilities located at the Landfill.
- 2.2.3 To enter into any and all contracts with others necessary or convenient to Operator's operations hereunder.
- 2.2.4 To operate and maintain the Landfill as a priority over electric power sales and/or operations.

Notwithstanding the foregoing, Operator agrees to use commercially reasonable efforts, consistent with any and all applicable laws, rules, regulations, orders, permits, licenses, and governmental approvals or authorizations, to minimize any material adverse effects on Purchaser resulting from the reservations set forth above.

- 2.3 Interconnection Study. On or before December 31, 1998, Operator shall complete or to cause to be completed at its expense the Interconnection Study and furnish a copy thereof to Purchaser and the Transmitting Utility for review and approval, which approval shall not be

unreasonably withheld. If Purchaser does not advise Operator of either its approval or disapproval of the Interconnection Study within thirty (30) days of Purchaser's receipt thereof, the Interconnection Study shall be deemed approved.

- 2.4 Capacity Deficiency. Notwithstanding anything to the contrary, including Section 2.2 above, if the Qualified Capacity of the Facility is less than eighty (80%) of the Maximum Claimed Capacity, then a Capacity Deficiency shall exist. If a Capacity Deficiency exists, Operator shall pay to Purchaser an amount equal to 2,950 minus the Qualified Capacity times an Installed Capability Responsibility adjustment charge or an Installed Capability Responsibility deficiency charge, established from time to time by NEPOOL pursuant to the NEPOOL Agreement and other applicable NEPOOL rules until such Capacity Deficiency is corrected and such correction is verified by a normally scheduled Capability Audit. If a Capacity Deficiency exists, Purchaser shall also have the option, by giving notice to Operator, to reduce its Capacity and Associated Energy by an amount equal to the Capacity Deficiency. If the Capacity Deficiency is corrected and such correction is verified by a normally scheduled Capability Audit, Purchaser shall have the option, by giving notice to Operator, to hold its Capacity and Associated Energy at the reduced level or increase it to the corrected and verified Qualified Capacity. Notwithstanding the foregoing, no Capacity Deficiency charge shall be due and payable if:

(a) no Capacity Deficiency exists as a result of Purchaser's successful efforts in purchasing replacement capacity and energy; and

(b) the price, including any transmission costs and transaction costs, which Purchaser pays for such replacement capacity and energy is less than the price for Capacity and Associated Energy set forth herein.

- 2.5 Minimum Capacity Factor. Purchaser shall have the right to terminate this Agreement if Operator fails to operate the Facility and deliver Capacity and Associated Energy at a Capacity Factor greater than sixty-five percent to the Purchaser at the Delivery Point in each of two consecutive Power Years, whether or not due to Force Majeure.

- 2.6 Design or Operational Changes. Operator must notify

Purchaser and obtain Purchaser's written permission before Operator makes any design or operational changes which reduce the Design Capability, Maximum Claimed Capability, Qualified Capacity, or Capacity Factor of the Facility for Purchaser.

- 2.7 Five Year Forecasts. Prior to the Commercial Operation Date and thereafter by January 1 of each subsequent year during the term of this Agreement, Operator shall furnish to Purchaser a five (5) year forecast that includes the following: (1) anticipated monthly generation; (2) annual maintenance schedules; and (3) scheduled outages including duration; provided, however, Operator shall have no liability to Purchaser and shall not be subject to any penalty hereunder in the event that the actual amount of electric energy delivered to Purchaser, or the times of said delivery, differ from the amounts or times shown in said annual forecasts. Such forecast will be based on a power year commencing November 1 through October 31. Notwithstanding the foregoing, Operator is not relieved of responsibility for the sale and delivery of the Capacity and Associated Energy of the Facility to Buyer as required herein.

- 2.8 Outage Notification. Operator shall notify Purchaser six (6) months in advance of any scheduled outage, including expected length, and, as soon as possible, of any unscheduled outage, including expected length. Operator shall notify NEPEX under the guidelines of NEPOOL Operating Procedure No. 5 thirty (30) days in advance of scheduled outages. If a scheduled outage is granted by NEPEX, Purchaser should then be notified of any scheduled and unscheduled outages in a timely manner (as soon as information becomes available). Notwithstanding the foregoing, Operator is not relieved of responsibility for the sale and delivery of the Capacity and Associated Energy of the Facility to Buyer as referenced herein.

3. Permitting and Construction of Facility and Interconnection Facility.

- 3.1 General. Subject to Operator's receipt of all permits and approvals, pursuant to Section 3.2 hereof, Operator shall, at Operator's expense, engineer, design and build the Facility and the Interconnection Facility in a good and workmanlike manner, in accordance with Good Utility Practice, and with due diligence.

- 3.2 Permits. Operator shall use commercially reasonable efforts to obtain and maintain all permits and approvals required by federal, state and local laws, rules and regulations, in order to construct and operate the Facility and the Interconnection Facility not later than February 15, 1999. Upon request of a party hereto, the other party shall, without charge, reasonably assist the requesting party in briefing the officials of any governmental agency or body, or any other interested party, with respect to the Facility and the Interconnection Facility.

- 3.3 Construction of the Facility and the Interconnection Facility. Operator agrees to use commercially reasonable efforts to commence construction of the Facility not later than March 1, 1999 and to complete the Facility and the Interconnection Facility and to attain the Commercial Operation Date no later than December 31, 1999.

- 3.4 Standards of Operation. Subject to receipt of all necessary receipts and approvals pursuant to Section 3.2 hereof, Operator agrees to operate and maintain the Facility and the Interconnection Facility at its expense, and to generate electricity therefrom, in accordance with applicable industry standards and Good Utility Practice for the generation of electricity from Refuse Gas.

- 3.5 Capability Audit. A Capability Audit (CRS-4) shall be performed with assistance from Purchaser's staff and initially submitted to NEPEX prior to the Commercial Operation Date and thereafter pursuant to NEPOOL Standards. Depending on time of the year, (Winter Audit Period November 1 through February 28 (or 29) and Summer Audit Period May 1 through October 31), a Capability Audit shall be conducted to determine the Qualified Capacity of the Facility. Operator shall be obligated hereby to undergo periodic Capability Audits pursuant to NEPOOL Standards; provided, however, that during the term of this Agreement, Purchaser reserves the right to impose Capability Audit conditions and such other NEPOOL performance requirements as set forth in this Agreement if NEPOOL ceases to establish such Standards or if Purchaser should cease its participation in NEPOOL; such Capability Audit conditions and performance requirements shall be reasonable and consistent with the NEPOOL Standards which were in effect from time to time during the term of this Agreement and shall be consistent with the

business arrangement of the parties under this Agreement.

4. Term. This Agreement shall become effective on the date hereof and, unless sooner terminated as provided in this Agreement, shall remain in full force and effect for a term of twenty (20) years after the Commercial Operation Date.

5. Purchase Price.

5.1 Calculation and Payment of Purchase Price. Beginning on the Commercial Operation Date, and thereafter for the term of this Agreement, Purchaser shall pay to Operator a purchase price on a cents per kilowatt hour basis as set forth on Exhibit "B" (attached hereto and incorporated herein by reference) for the Capacity and Associated Energy delivered to Purchaser at the Delivery Point as evidenced by the meter described in Section 14, net of any losses incurred between the metering point and the Delivery Point. Such purchase price is inclusive of all fees charged by the Transmitting Utility to transmit the power generated by the Plant to Purchaser at the Delivery Point, which fees shall be at the sole expense of Operator. The Operator shall have the obligation to have the Capacity and Associated Energy transmitted and delivered from the Plant to the Purchaser's system at the Delivery Point. Payments shall be due and payable monthly by Purchaser within thirty (30) days after receipt by Purchaser of Operator's invoice.

5.2 Interest Charges. All amounts payable under Section 5.1 shall accrue interest for the period of time during which such amounts are thirty (30) days or more past due until paid at the prime rate established from time to time by The Bank of New York, plus two percent (2%), or the highest rate allowed by applicable law, whichever is less. Payments by Purchaser to Operator shall be first applied to accrued interest and then to payment of the purchase price, beginning with the longest past due amount, until fully paid.

5.3 Disputed Payments. In the event that any payments due under Section 5.1 remain unpaid for a period of sixty (60) days or more, because of any dispute between Operator and Purchaser, Operator may require Purchaser to place, and Purchaser agrees to place, such disputed amounts in escrow with The Bank of New York or other national bank designated by Operator pending resolution

of the dispute. The cost of establishing, administering and maintaining such escrow account shall be borne by Operator. The prevailing party shall then be entitled to the proceeds of the escrow account plus any interest earned thereon.

6. Compliance with Laws.

6.1 Operator, at its expense, shall comply with all federal, state and local laws, rules, regulations and orders applicable to its operations, whether now in existence or hereinafter enacted, issued or promulgated, including but not limited to, those promulgated or enforced by the United States Environmental Protection Agency and any other federal, state, regional or local authorities which may have jurisdiction. Purchaser, at its expense, shall comply with all federal, state and local laws, rules, regulations and orders applicable to its operations, whether now in existence or hereinafter enacted, issued or promulgated, relating to its operations. Notwithstanding any provision contained in this Agreement, Operator shall have the unconditional right to take all actions necessary or required to comply with all laws, rules, regulations, orders, permits, licenses and governmental approvals or authorizations in effect from time to time affecting the landfill, the Refuse Gas control and monitoring system and/or the extraction or sale of Refuse Gas therefrom, including the taking of any actions in contravention to this Agreement; provided, however, that Operator agrees to use commercially reasonable efforts, consistent with such applicable laws, rules, regulations, orders, permits, licenses, and governmental approvals or authorizations, to minimize any material adverse effects on Purchaser resulting from such compliance.

6.2 If after the execution date of this Agreement, and through no action or inaction of either party, there occurs:

(a) a change (including a change in interpretation) in any federal, state or local law, permit, rule or regulation applicable to the Facility, the Interconnection Facility, the Refuse Gas collection and delivery system located at the Landfill or the Landfill; or

(b) the imposition of any material conditions on the renewal of any permit, license or approval;

any of which establishes requirements materially adversely affecting the operation and/or profitability and/or use of the Facility, the Interconnection Facility, or the Refuse Gas collection and delivery system located at the Landfill or the Landfill, then the party so affected may send notice to the other party requesting that the parties meet for a period of ninety (90) days to renegotiate the terms of this Agreement in accordance with such regulatory change. If the parties cannot reach agreement within such period, the affected party may terminate this Agreement without any liability to either party.

- 6.3 Should the Massachusetts Department of Public Utilities or any other agency with regulatory authority over this Agreement modify, condition or otherwise restrict this Agreement in connection with the initial filing thereof with such agency and such modification, condition or restriction materially adversely affects either party, unless the parties agree to such modification, condition or restriction, the party so affected shall have the right, within forty-five (45) days of a final agency order containing such modification, condition or restriction to terminate this Agreement without penalty by furnishing notice of termination to the other Party within such forty-five (45) day period.

7. Contract with Transmitting Utility. Power generated by the Plant will be distributed and transmitted from the Plant to Purchaser's system by the Transmitting Utility, at Operator's expense. Operator and Purchaser shall cooperate with each other to arrange for such transmission and to obtain the lowest possible rate from the Transmitting Utility for the transmission of power generated by the Plant to Purchaser.
8. Commencement of Parallel Operation. Operator shall not provide power to Purchaser prior to (i) an inspection of the installed Interconnection Facility by an authorized representative of the Transmitting Utility, and (ii) receiving written authorization from an authorized representative of the Transmitting Utility to begin parallel operation.
9. Interruption of Electric Power Delivery. Purchaser shall not be obligated to accept delivery of Capacity and Associated Energy and shall have the right to require Operator to temporarily curtail, interrupt or reduce deliveries of Capacity and Associated Energy in order to

construct, install, maintain, repair, replace, remove, investigate, inspect or test any part of Purchaser's power system. Purchaser shall use reasonable efforts to end such temporary curtailments, interruptions or reductions as soon as possible consistent with Good Utility Practice.

10. Force Majeure. If either party's operations or performance of its obligations hereunder are at any time prevented or affected by any events of Force Majeure, then, except as otherwise limited in this Agreement and except for payment of any amounts outstanding, the performance of its operations or obligations to the extent so prevented or affected shall be excused without liability or termination hereunder so long as it is making reasonable efforts to remedy or overcome the cause preventing or affecting the performance of its operations or obligations. As conditions precedent to claiming Force Majeure pursuant to this section, the non-performing party shall: (i) provide prompt notice to the other party of the occurrence of the Force Majeure event giving an estimation of its expected duration and the probable impact on the performance of its obligations hereunder and submitting good and satisfactory evidence of the existence of the Force Majeure; (ii) exercise all commercially reasonable efforts to continue to perform its obligations hereunder; (iii) expeditiously take action to correct or cure the Force Majeure and submit good and satisfactory evidence that it is making all commercially reasonable efforts to correct or cure the Force Majeure; (iv) exercise all commercially reasonable efforts to mitigate or limit damages to the other party to the extent such action will not adversely affect its own interests; provided, however, that the non-performing party shall not be required to settle a strike or other labor dispute; and (v) provide prompt notice to the other party of the cessation of the Force Majeure; and provided further, that any obligations of either party which arose before the occurrence of the Force Majeure event causing non-performance shall not be excused as a result of the occurrence of a Force Majeure event.

11. Breach.

11.1 Default by Purchaser: In the event Purchaser commits any of the following acts ("Events of Default"):

- Purchaser fails to pay any undisputed sum when due hereunder;
- Purchaser fails to accept electric power tendered to it pursuant to this Agreement for any reason

other than due to an event of Force Majeure; or

- c. Purchaser breaches any other material representation, covenant or obligation contained in this Agreement other than due to an event of Force Majeure or as permitted by Section 9 hereof;

then, unless such default is cured within thirty (30) days after receipt by Purchaser of written notice from Operator of such default, Operator may terminate this Agreement at any time thereafter by written notice to Purchaser of such termination.

11.2 Default by Operator. In the event Operator commits any of the following acts ("Events of Default"):

- a. Operator fails to meet any of the milestone dates specified in Sections 2.3, 3.2, and 3.3 hereof for any reason other than due to an event of Force Majeure;
- b. Operator breaches any other material representation, covenant or obligation contained in this Agreement, including without limitation, the obligations of Purchaser to deliver power in accordance with the terms of this Agreement other than due to an event of Force Majeure;
- c. Operator shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of its or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing; or
- d. an involuntary case or other proceeding shall be commenced against Operator seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or

seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of one hundred eighty (180) consecutive days; or an order for relief shall be entered against the Operator under the bankruptcy laws as now or hereafter in effect;

then (1) in such event specified in clause a. or b., unless such default is cured within thirty (30) days after receipt by Operator of written notice from Purchaser of such default, Purchaser may terminate this Agreement at any time thereafter during the pendency of such default by written notice to Operator of such termination. Upon the occurrence of any event specified in clause c. or d., this Agreement shall automatically terminate, and the parties agree that such termination shall be deemed to have taken effect immediately prior to the occurrence of such event.

11.3 Remedies in Addition to Termination. If this Agreement is terminated by Purchaser or Operator pursuant to any of the provisions of this Article 11, with the exception of Section 11.2.a., such termination shall not limit the other remedies of the parties, whether at law or in equity, available to them as a result of any Events of Default, provided, however, each party hereto agrees that the other party hereto shall be liable only to the extent of actual damages, and not for consequential, exemplary or special damages. If this Agreement is terminated pursuant to the provisions of Section 11.2.a., Purchaser's sole remedy shall be such termination and Purchaser hereby waives any and all other remedies available to it, at law or in equity.

12. Indemnification.

12.1 General. Each party hereby respectively agrees to defend, indemnify and hold harmless the other party and such other party's successors, assigns, directors, officers, employees, commissioners, agents, representatives, parent corporations, subsidiary corporations and affiliate corporations, and all persons or entities having any such relationship to or with any of the foregoing persons and entities, of and from any and all claims, demands, actions, causes of action, debts, liabilities, damages, costs, expenses, whether at this time known or unknown, anticipated or

unanticipated, and whether for injury, or death to person(s), for damage or loss to property, or otherwise, arising out of or caused by the indemnifying party's negligence, willful misconduct or breach of this Agreement except to the extent that such injury, damage, death, loss or the like is caused by the willful or negligent act or omission or nonperformance of this Agreement by the other party to this Agreement. Notwithstanding the foregoing, Purchaser's liability under this Agreement shall be subject to any applicable limitations under the provisions of the Massachusetts Tort Claims Act, G.L. c. 258, §§1,2.

12.2 **Attorney's Fees.** In the event that either party brings an action to enforce the terms of this Agreement or to declare its rights hereunder, the prevailing party in such action, on trial and appeal, shall be entitled to its reasonable attorney's fees and all costs to be paid by the other party as fixed by the court.

12.3 **Survival.** The provisions of this Section 12 shall survive the termination of this Agreement.

13. **Liability Insurance.**

13.1 **Coverages.** Subject to Section 13.3, throughout the term of this Agreement, each of the parties hereto shall each maintain insurance coverage as follows:

13.1.1 Worker's Compensation Insurance - Statutory.

13.1.2 Employer's Liability Insurance - Bodily Injury by Accident; \$500,000 per accident; Bodily Injury by Disease, \$500,000 Policy Limit; Bodily Injury by Disease, \$500,000 each Employee.

13.1.3 Comprehensive General Liability Insurance, including broad form contractual liability (insuring that Party's obligations hereunder, including obligations of indemnity), completed operations, products, personal injury, premises operations, broad form property damage and independent contractors coverages. Minimum limit is to be \$2,000,000 combined single limit each occurrence for bodily injury and property damage.

13.1.4 Auto Liability Insurance covering hired,

owned or leased vehicles. Minimum limit is to be \$2,000,000 combined single limit each occurrence for bodily injury and property damage.

13.1.5 Excess liability insurance in a minimum amount of not less than two million dollars (\$2,000,000), which excess coverage insurance may be umbrella coverage.

Each of the above-mentioned policies shall provide the following:

13.1.5 Specify that the coverage provided is primary and not contributory with or in excess of any coverage which Purchaser or Operator may carry and that such policies shall insure Purchaser or Operator, respectively, against all claims for bodily injury, death or damage to or destruction of property which may arise out of or in conjunction with their respective operations hereunder;

13.1.6 The above-described policies of insurance of each party hereto shall be endorsed to name the other party hereto as an additional insured; and

13.1.7 Provide thirty (30) days written notice to the other party of cancellation or material change in coverage.

13.2 **Certificates.** Each party shall provide to the other parties certificates of insurance evidencing each of the insurance required in Section 13.1 and the specific additional requirements in Sections 13.1.6 and 13.1.7 above within thirty (30) days after the date of this Agreement. Failure to so provide same shall in no way constitute a waiver of the foregoing insurance requirements.

13.3 **Self-Insurance.** Notwithstanding the foregoing, either party may elect to self-insure any of the insurance requirements specified under Section 13.1, provided that such party or a parent or affiliated corporation is obligated to pay any loss or expense which could otherwise be required to be covered by insurance pursuant to Section 13.1 and has and maintains Standard & Poor's debt rating of an investment grade securities ranking or greater. In the event that either party

elects to self-insure, the self-insuring party or its financially responsible parent or affiliate shall warrant to place the other party in the same position as if the relating insurance had been effected in the manner and limits herein prescribed.

14. Measurement.

14.1 Meter. Operator shall install, or arrange for the installation of, metering and telemetering devices for the measurement of the electric power delivered to Purchaser. Such metering devices shall be installed on the high voltage side of the transformer to be installed at the Facility at a site selected by Operator. The cost of installation and maintenance of the metering and telemetering devices shall be borne by Operator. The metering equipment shall be capable of registering and recording instantaneous, and time-differentiated electric energy and other related data from the Facility, as may be required by Purchaser and/or NEPOOL. The telemetering shall be capable of transmitting such data to a location specified by Purchaser. The metering and telemetering equipment shall generally conform to Interconnection Guidelines and the specifications of the interconnecting utility and NEPOOL Metering and Telemetering Criteria (CRS-13). All interconnections and metering arrangements shall comply with NEPOOL Rules and standards and shall provide for adjustment of meter readings to ensure that Purchaser is charged for amounts delivered to the Delivery Point net of any losses incurred between the metering point and Delivery Point, and shall be subject to Purchaser's written approval, which approval shall not be unreasonably withheld. Both Operator and Purchaser shall each have access to the metering equipment at all reasonable times, but readings, operations, maintenance, calibrations and adjustments thereof shall be handled by Operator in accordance with Section 14.2.

14.2 Meter Tests. Operator shall keep, or arrange to keep, said metering devices accurate and in good repair, making periodic tests by a third party acceptable to both parties as Operator deems necessary, but at least once every twelve (12) months. At either party's option and expense, an additional test of the metering devices may be ordered. Each party shall be entitled to be present at such test. Thus the party requesting such test shall give the other party reasonable advance

notice of any such test so that the other party may have its representatives present. The expense of such special test shall be borne by the party requesting such test if the equipment is found to be inaccurate by less than two percent (2%) and shall be borne by the other party if such equipment is found to be inaccurate by two percent (2%) or more. Additionally, if, upon any test, the equipment is found to be inaccurate so that it affects the measurement accuracy by two percent (2%) or more, meter readings shall be corrected for a period extending back to the time such inaccuracy first occurred if that time can be ascertained. If that time is not ascertainable, corrections shall be made for one-half of the elapsed time since the last previous meter calibration.

14.3 Meter Out of Service. If, for any reason, Operator's metering equipment is out of service or out of repair so that the electric power output cannot be ascertained or computed from the readings thereof or corrected pursuant to Section 14.2, Operator shall compute the electric power output during the period such metering equipment was out of service or out of repair based on the records of electric power output during earlier periods under similar conditions when the metering equipment was registering properly, and shall furnish to Purchaser a detailed explanation of its computations for verification by Purchaser.

15. Warranties and Representations.

15.1 Purchaser's Warranties and Representations. Purchaser represents and warrants to Operator that (i) subject to the provisions of G.L.c. 164, §56B, which requires review and approval of this Agreement by the Massachusetts Department of Public Utilities, the execution, delivery and performance of this Agreement by Purchaser has been authorized by all necessary governmental action of Purchaser and will not violate any provision of law or regulation or any judgment, decree or order of any court or other regulatory authority having jurisdiction over any provision of Purchaser's governing documents and (ii) this Agreement constitutes a valid and binding obligation of Purchaser enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting the rights of creditors generally. The provisions of this Section 15.1 shall survive the termination of this Agreement.

15.2 Operator's Warranties and Representations. Operator represents and warrants to Purchaser that:

- (a) Operator is a Delaware corporation, validly existing and in good standing under the laws of the State of Delaware;
- (b) the execution, delivery and performance of this Agreement by Operator has been authorized by all necessary corporate action of Operator and will not violate any provision of law or regulation or any judgment, decree or order of any court or other regulatory authority having jurisdiction over any provision of Operator's articles of incorporation;
- (c) this Agreement constitutes a valid and binding obligation of Operator enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting the rights of creditors generally;
- (d) the Facility will include three electric generating units;
- (e) the Facility shall be designed and constructed to have a Design Capability of 2,850 kW, with a range from 2,650 to 3,200 kW, and is expected to operate at an annual Capacity Factor of approximately eighty-five (85%) percent;
- (f) subject to the reservations of Section 2.2, it shall make available and dedicate to Purchaser for the Term of this Agreement one hundred percent (100%) of the Capacity and Associated Energy of the Facility, but not to exceed 3,200 kW without Purchaser's approval;
- (g) at least thirty (30) days before the commencement of construction, Operator shall provide Purchaser with copies of all plans relating to the design and construction of the Facility to permit Purchaser to reasonably satisfy itself that the Facility has been designed and is to be constructed in accordance with good engineering and Good Utility Practice. Such plans shall identify, among other things, any contractor to be involved in the construction of the Facility and the number of generating units to be constructed at the site. If Purchaser does not notify Operator of Purchaser's disapproval of the plans within twenty (20) days of receipt, Operator may commence construction of the Facility without any further notice to Purchaser;

and

- (h) Operator shall use its best efforts to revise its maintenance schedule as submitted under Section 2.8, consistent with Good Utility Practice, to accommodate any reasonable request by Purchaser to modify that schedule.

The provisions of this Section 15.2 shall survive the termination of this Agreement.

16. Utility Regulation, Etc. The Plant will be a QF. Operator does not intend to be or to become, and does not intend the Plant or any other party of the Facility to be or to become, an "electric utility company," or a "gas utility company," or "public utility company," or a "holding company," or an "associate" of a "holding company," under the Public Utility Holding Company Act of 1935, or to be or become regulated under any public utility or similar law of the State of Texas, or to be or become regulated under any similar federal, state or local law (collectively, the "Utility Laws"). On or before twelve (12) months after the date hereof, Operator may, at its option, request an opinion of counsel satisfactory to it assuring Operator that (i) none of Operator or any of its affiliates or the Facility or the Interconnection Facility will be or become subject to regulation under any Utility Laws by reason of the transactions contemplated by this Agreement and (ii) the ownership structure of the Facility and/or the Interconnection Facility complies with all federal, state and local laws, rules, regulation and orders. If Operator is unable to obtain such opinion from counsel satisfactory to it, the parties agree to negotiate in good faith such other structure to accomplish the primary purposes herein contemplated as may afford Operator, its affiliates, the Facility and the Interconnection Facility, exemption from regulation under all Utility Laws and compliance with all federal, state and local laws, rules, regulations and orders. If the parties are unable to carry out the transaction as originally contemplated hereby, or to restructure their agreement in a manner mutually acceptable to them and which does not subject Operator, its affiliates, the Facility and the Interconnection Facility to regulation under any Utility Laws or violate any federal, state or local laws, rules, regulations or orders, then Operator shall have the right to terminate this Agreement, whereupon the parties shall be released of all further obligations to each other hereunder except with respect to those obligations which are expressly herein provided to survive the termination hereof.

17. Assignment. Neither party hereto may sell, encumber, assign or transfer its rights or obligations under this Agreement, or any interest it may have herein, without the prior written consent of the other party which consent shall not be unreasonably withheld; provided, however, Operator may, without obtaining Purchaser's consent, (i) assign and transfer its rights and obligations under this Agreement, and its interests herein, to Alternative Power Limited Partnership, a Texas limited partnership of which Operator is the sole general partner, or to Browning-Ferris Industries, Inc., a Delaware corporation, or any subsidiary or affiliated enterprise wholly-owned or controlled by said Browning-Ferris Industries, Inc., and (ii) assign a security interest in this Agreement to the provider of financing for the Facility. Subject to the foregoing, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. No provision of this Agreement shall inure to the benefit of any person, firm or entity, or subrogee thereof, who is not a party hereto. If this Agreement or any interest herein is assigned by either party hereto, then in addition to obtaining the other party's consent which shall not be unreasonably withheld, the proposed assignee must agree in writing to be bound by all terms and conditions of this Agreement. Further, notwithstanding anything to the contrary herein, the assignment shall not release the assigning party from the duties and obligations of such party under this Agreement, such duties and obligations to be the joint and several liability of the assigning party and the third party to whom such assignment is made.

18. Notices

18.1 Any notice to be given under this Agreement shall be in writing and shall be deemed to have been properly given and received when delivered in person to the authorized representative of the party to whom the notice is addressed, or to have been properly given when sent by certified mail, postage prepaid, return receipt requested and properly addressed to the party for whom intended. Notices shall be considered duly given and received upon the third business day after mailing, except for those notices which are required herein to be actually received by the party to whom sent.

18.2 All notices to Operator shall be sent to:

Browning-Ferris Gas Services, Inc.
Post Office Box 3151

Houston, Texas 77253
Attn: Vice President

18.3 All notices to Purchaser shall be sent to:

General Manager
Hingham Municipal Light Plant
19 Elm Street
Hingham, MA. 02043

18.4 Any party may change the address at which it is to receive notice by written notice of such change of address given to the other party.

19. Confidential Information

19.1 General. To the extent allowed by applicable law, each party shall hold all Confidential Information in absolute confidence and not disclose any Confidential Information to any third parties, except upon prior written approval of the party owning such Confidential Information or except as required by law. Each party shall limit the disclosure of Confidential Information to those employees who must have access thereto for purposes of this Agreement. Each party shall take all such steps as are necessary and appropriate to assure adherence by its employees to the confidentiality requirements of this Section.

19.2 Publicity. From the date of this Agreement neither party shall publish any ads, news releases or otherwise contact the communications media or publicize any information relative to this Agreement without first obtaining the other's prior written approval. Either party shall be entitled to seek injunctive and legal relief in the event of a breach or threatened breach of Section 19.1 and this Section 19.2.

20. Miscellaneous

20.1 Complete Agreement. This Agreement (including all exhibits and annexes hereto, which are hereby made a part hereof constitutes the entire agreement with respect to the subject matter hereof.

20.2 Modification. This Agreement shall not be changed or modified except by a contemporary or subsequent agreement in writing signed by both parties hereto.

- 20.3 Waiver. The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing failure, whether similar or dissimilar thereto. Except as otherwise expressly provided herein, no waiver of any rights shall be implied by any delay by a party in enforcing or acting under such right. Waivers shall be effective only if specifically set forth in writing signed by the party to be charged with such waiver.
- 20.4 Independent Contractor. The relationship of the parties shall be that of independent contractors. Nothing in this Agreement shall be construed to designate either party, or any of its employees, as employees, agents, joint venturers or partners of the other.
- 20.5 Remedies Cumulative. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity, unless otherwise herein specifically provided to the contrary.
- 20.6 Governing Law. This Agreement and any provisions contained herein shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts.
- 20.7 Headings. The headings and titles given to the Sections in this Agreement are provided for convenience only, and shall not be used to construe the meaning or effect of any term or provision hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the date and year first hereinabove set forth.

HINGHAM MUNICIPAL LIGHTING
PLANT

By: [Signature]
Name: JOHN R. STONE, JR.
Title: GEN. MGR.

BROWNING-FERRIS GAS SERVICES,
INC.

By: [Signature]
Name: THOMAS MERRINGTON
Title: VICE PRESIDENT - RPS&E

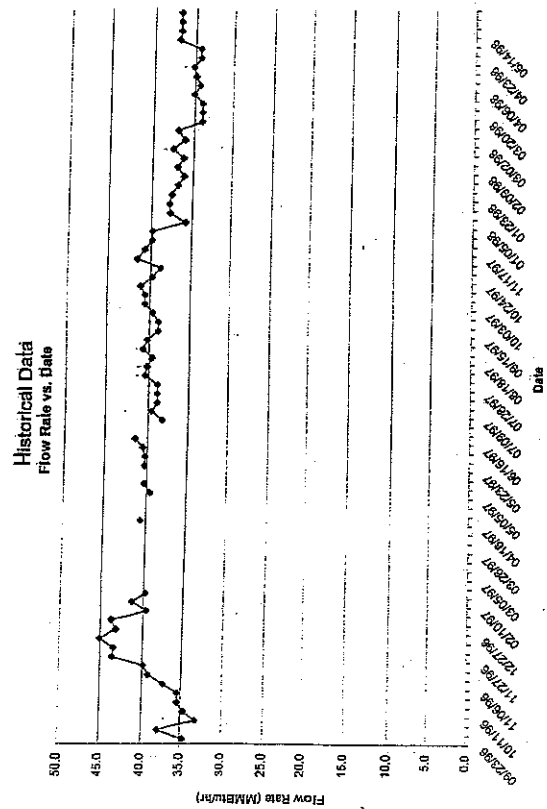
EXHIBIT "A"

The Randolph Landfill is owned by BFI Waste Systems of North America, Inc. ("BFI"), a subsidiary of Browning-Ferris Industries, Inc. and is located at Johnson Drive, Randolph, Massachusetts 02368. The Landfill covers approximately 88 acres located in Randolph and Canton, Massachusetts and is part of a larger approximately 295 acre site owned by BFI.

EXHIBIT B

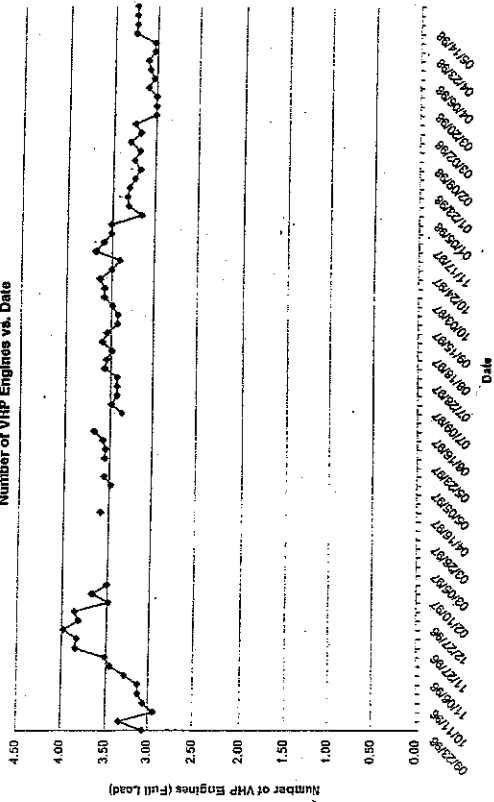
Randolph

Contract of 2.35 Mw	
Effective January 1st Each Year	BFI Rate Cents Per KWH
1999	.0361
2000	.0370
2001	.0379
2002	.0388
2003	.0398
2004	.0408
2005	.0418
2006	.0429
2007	.0439
2008	.0450
2009	.0462
2010	.0473
2011	.0485
2012	.0497
2013	.0510
2014	.0522
2015	.0535
2016	.0549
2017	.0563
2018	.0577



Historical Data

Number of VHP Engines vs. Date



Randolph Twenty Year Flow Rate Table

Year	Heat Rate MMBtu/hr	Engr. Flow SCFM
1999	34.0	1248
2000	32.6	1199
2001	31.3	1150
2002	30.1	1104
2003	28.9	1050
2004	27.7	1016
2005	26.9	977
2006	25.5	939
2007	24.5	900
2008	23.5	864
2009	22.6	830
2010	21.7	797
2011	20.8	765
2012	20.0	734
2013	19.2	705
2014	18.4	677
2015	17.7	650
2016	17.0	624
2017	16.3	598
2018	15.7	575

Assume 4% Decline in Gas Production

Predicted Data
Flow Rate vs. Year

