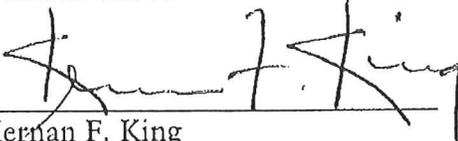


I, Kernan F. King acting on behalf of the Office of the Governor, pursuant to Executive Order 08-03, on oath, depose and say as follows:

1. A meeting was conducted October 28, 2008 at 3:-00 p.m. in the Office of the Governor at which I was present.
2. The purpose of the meeting was to manage the affairs of the Resource Recovery Corporation until such time as a duly constituted Board of Commissioners is approved by the Rhode Island Senate pursuant to Executive Order 08-03.
3. At said meeting, the Governor authorized the execution by Executive Director O'Connell to sign the following documents: (i) Amended and Restated Site Lease and Landfill Gas Delivery Agreement by and between Rhode Island LFG Genco, LLC (RIGL) and Rhode Island Resource Recovery Corporation; (ii) Amended and Restated Landfill Gas Services Agreement among Ridgewood Gas Services LLC (RGS), Rhode Island Resource Recovery Corporation and RIGL; (iii) Purchase and Sale Agreement by and between RGS and Rhode Island Resource Recovery Corporation and (v) any and all other documents in connection therewith.
4. At this time, a duly constituted Board of Commissioners has not been approved and the Executive Order 08-03 is still in effect.



 Kernan F. King
 Authorized Representative of the
 Office of the Governor

Subscribed and sworn to before me on this 13th day of November, 2008



 Notary Public # 520014
 My Commission expires 8/28/2011

RIRRC Meeting with the Governor
October 28, 2008 3PM

In accordance with Executive Order 08-03 of July 2, 2008 which was further extended by the Governor on July 31, 2008 and on September 18, 2008 and then on October 17, 2008, a meeting was held in the Office of the Governor to manage the affairs of the Corporation until such time as a duly constituted Board of Commissioners is approved by the Rhode Island State Senate. The following is an official record of the projects and contracts reviewed and the actions formally taken at the meeting in lieu of a Board of Commissioners meeting and pursuant to Executive Order 08-03

Attendees: Governor Carcieri, Messrs. OConnell, Williams, King, Dzykewicz, and Ms. Najarian.

Topic Discussed: Proposed Ridgewood Landfill Gas Expansion Contract with RIRRC

Mr. OConnell opened the meeting with an overview of the physical layout of the Landfill and the existing configuration of cells, gas plant locations, flare locations, and planned expansion area i.e. Phase VI. Mr. OConnell further explained that Ridgewood Power is the current owner operator of the three gas plants generating 20.5 MW of power utilizing its rights to two-thirds (8,000 SCFMs) of the gas at the Landfill. The other one-third (4,000 SCFMs) of the gas is excess, owned by RIRRC, and is flared because there is insufficient capacity to convert it to electricity.

Ridgewood desires to have access to the excess gas. RIRRC desires for Ridgewood to relocate the plant that produces 12 MW which is in the path of the next expansion. The Rhode Island Comprehensive Solid Waste Management Plan dated April 2007 projected that the current active phase of the landfill could be exhausted by as early as 2009, although recent reductions in tipping volumes could extend the life of the current active phase. In addition, it would be in RIRRC's interest to be able to take possession of the 12 MW plant at any time, should it become necessary for Phase VI preparations or other operational needs. RIRRC and Ridgewood have negotiated a contract that accomplishes the following key RIRRC objectives:

- Requires Ridgewood to decommission the 12 MW plant for no out of pocket cost to RIRRC by July 1, 2010, and provides RIRRC with an option to decommission the plant earlier, if needed to meet the Phase VI Expansion needs/timetable.

- Avoids a costly and lengthy eminent domain proceeding that would impose substantial upfront financial burdens on RIRRC of unknown magnitude.

-Transfers responsibility and cost for the gas collection system estimated at \$5 Million annually to Ridgewood and these costs would be credited against the 15% royalty.

-Improves RIRRC's cost by a minimum of \$2 Million annually with a floor of zero costs to RIRRC and an opportunity to earn an additional \$5 Million in the out years if Ridgewood revenues materialize as projected:

	<u>Now</u>	<u>Proposed</u>
Royalties	\$3 M	0 - \$5M
Gas Collection Costs:	<u>\$(5)M</u>	<u>0</u>
Total System	\$(2)M	0- \$5M

There was much discussion about the contractual arrangement and the benefits to both parties covering essentially the points contained in the attached presentation previously reviewed with Messrs. Williams and Dzykewicz. Mr. OConnell felt that given the relative leverage of each party, this was a good contract for both RIRRC and Ridgewood. Messrs. Dzykewicz and Williams concurred. Mr. OConnell also indicated he had reviewed the proposal and contract terms with Peter Brown, a well known energy consultant used by the State, and he also concurred that this was a reasonable contract given the leverage of each side.

There were two questions left open at the meeting but which are responded to below:

Q1) Is there any by-law that prohibits a contract without a definitive termination date?

A1) The by-laws make no reference to such a prohibition. The proposed new contract simply replicates the existing contract with Ridgewood. Termination would result when there is insufficient gas to economically generate electric power.

Q2) Could there be a cap on the Gas Collection Credit?

A2) While not well articulated in the meeting, the Gas Collection Credit cannot increase at more than CPI regardless of actual costs giving protection to RIRRC's potential royalty revenues. In addition, should landfill operations change, the parties are required to negotiate a proportional reduction in the Gas Collection Credit based on the prior three years of actual gas collection costs as compared to the base line

The Governor then authorized Mr. OConnell to execute and deliver the following documents:

- 1) Amended and Restated Site Lease and Landfill Gas Agreement by and between Rhode Island LFG Genco, LLC and RIRRC.
- 2) Amended and Restated Gas Services Agreement by and among RIRRC, Rhode Island LFG Genco, LLC, and Ridgewood Gas Services, LLC.
- 3) Schedule of Definitions among RIRRC, Rhode Island LFG Genco, LLC, and Ridgewood Gas Services, LLC.

- 4) Purchase and Sale Agreement between RIRRC and Ridgewood Gas Services, LLC.
- 5) All other documents or agreements that Executive Director OConnell may determine necessary or appropriate to consummate the transaction

With no further business to cover, the meeting was adjourned at 3:50PM.

Kernan F.King Dated
Office of the Governor

Michael J. OConnell 11-7-2008
Michael J. OConnell Dated
Executive Director RIRRC