



**EVOLUTION**  
MARKETS

Requirements for the New Hampshire PUC Application  
Final Proposal—Fixed Text 4-23-08 13

**(1) The name and address of the applicant;**

Massimo Passini  
Director, Fortistar  
1 N Lexington Ave # 620  
White Plains, NY

Email: [mpassini@fortistar.com](mailto:mpassini@fortistar.com)  
Phone: (914) 421-4940

**(2) The name and location of the facility;**

Fall River Landfill  
1080 Airport Road  
Fall River, Massachusetts, 02720  
EIA Plant Code: 55589

**(3) The ISO-New England asset identification number, if available;**

ISO-NE Asset ID: 1432  
EIA Plant Code: 55589

**(4) The GIS facility code, if available;**

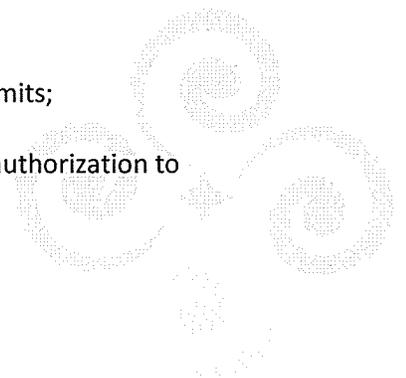
Unit ID: MSS1432  
Massachusetts RPS ID: LG-1014-02

**(5) A description of the facility, including:**

Fuel type: **Landfill Gas to Energy**  
Gross nameplate generation capacity: **5.7 MW**  
The initial commercial operation date: **08.01.2000**  
The date it began operation (if different): **08.01.2000**

**(6) All other necessary regulatory approvals, including any reviews, approvals or permits;**

See Appendix 1. This includes the interconnection agreement, building permit, and authorization to interconnect.





Fuel type: **Landfill Gas to Energy**

Gross nameplate generation capacity: **5.7 MW**

The initial commercial operation date: **08.01.2000**

The date it began operation (if different): **08.01.2000**

(7) All other necessary regulatory approvals, including any reviews, approvals or permits;

See Appendix 1. This includes the interconnection agreement, building permit, and authorization to interconnect.

**(8) Proof that the applicant either has an approved interconnection study on file with the commission, is a party to a currently effective interconnection agreement, or is otherwise not required to undertake an interconnection study;**

See Appendix 1.

**(9) A description of how the generation facility is connected to the distribution utility;**

All electricity is delivered at the Interconnection Point, in the form of three-phase sixty hertz alternating current at a voltage of 13.8 kV within the ANSI B voltage range. Diagram of interconnection point located in section (6.2) in interconnection agreement (Appendix I). The utility ID for this facility is #25049.

**(10) A statement as to whether the facility has been certified under another non-federal jurisdiction's renewable portfolio standard and proof thereof;**

Project has been certified in Massachusetts and Connecticut. Print out of the NEPOOL GIS Generator list is attached in Appendix (II).

**(11) A description of how the facility's output is reported to the GIS if not verified by ISO-New England;**

All electricity data is monitored by the ISO-New England. An EUA SCADA Remote Terminal Unit (RTU) installed at the site collects the data and send it to ISO-New England. The EUA meters at the site are read once a month and the reading is reconciled with daily telemetered quantities.



I hereby submit this GRS-Fall River application to the New Hampshire PUC and supporting documents and attest to the authenticity and accuracy of the application and all information contained herein.

MASSIMO PASSINI

Printed Name

Massimo Passini

Signature

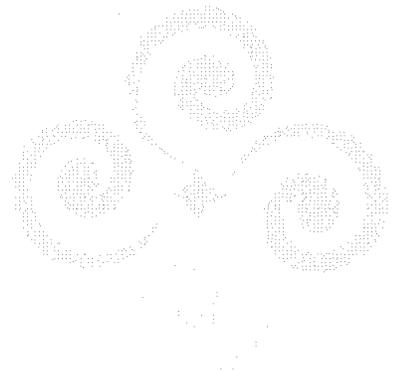
10/20/08

Date



**EVOLUTION**  
MARKETS

Appendix I. Interconnection Agreement and Air Permit



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**9. MATERIAL SITE AGREEMENTS**

**9.8 FALL RIVER**

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

INTERNATIONAL INTERCONNECTION AGREEMENT

BROWNING FERRIS GAS SERVICES, INCORPORATED

AND

EASTERN EDISON COMPANY

BETWEEN

INTERNATIONAL INTERCONNECTION AGREEMENT

4  
Fall River

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

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

## ARTICLE 2

### SCOPE OF WORK

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

Appendix D.

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

2.2 Requirements Related to Construction

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

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

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

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

### ARTICLE 3

#### TIMELINESS

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

### ARTICLE 4

#### PAYMENT FOR INTERCONNECTION FACILITIES

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

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

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

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

#### ARTICLE 5

##### OPERATION OF THE INTERCONNECTION FACILITIES

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

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

#### ARTICLE 6

#### METERING

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

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

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

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

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

#### ARTICLE 7

#### DELIVERY AND MEASUREMENT

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

#### ARTICLE 8

#### FORCE MAJEURE

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

resulting in such inoperability or unavailability.

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

ARTICLE 2

BILLING AND PAYMENT

OR

MONTHLY CIAC AND ON-GOING OPERATION AND MAINTENANCE CHARGES

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

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

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

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

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

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

#### ARTICLE 10

##### Power Factor

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

#### ARTICLE 11

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

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

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

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

- 11.4 Shutdown, Reduction, Curtailment or Delay of Operation of Interconnection Facilities. In the event that Company reduces, curtails or delays the operation of the Interconnection Facilities in accordance with Article 5.1 Company shall be subject to no liability for such interruption. In the case when shutdown can be scheduled, Company shall notify BFGSI by telephone, at the earliest practical time, but not later than at least fifteen minutes prior to the scheduled shutdown, of reasons for the shutdown, the time scheduled for it to take place, and its expected duration. Company shall resume interconnected operation of the facility as quickly as possible in accordance with Article 5.1.
- 11.5 Procedures for Resumption of Facility Operation. On occasions when interconnected operation has been interrupted by BFGSI and BFGSI then wishes to resume such interconnected operation, it shall give telephone notice to Company or its affiliate's System Operator at least fifteen minutes in advance as to the time at which resumption of operation is desired; provided, however, that such advance notice to Company may be waived by Company's said System Operator and BFGSI may institute a manual interconnection more quickly in any instance in which Company's said System Operator shall deem appropriate. In the event that BFGSI interconnection shall have been previously disconnected or locked out by Company, Company shall reconnect and/or reset the permissive relay so as to allow BFGSI to resume interconnected

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

11.6 Right to Open Disconnects. BFGSI shall afford to Company reasonable access at all times to the disconnects associated with the Interconnection Facilities, and Company shall have the right to open said disconnects whenever it is appropriate to do so pursuant to Article 9.1.

#### ARTICLE 12

##### MAINTENANCE OF EQUIPMENT

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

#### ARTICLE 13

##### RESPONSIBILITY FOR PROTECTIVE RELAYS

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

tolerances as specified by the Company in accordance with Section 3.2.2. BFGSI shall own and be responsible for maintaining the said mutual relay schemes in good operation order and condition, and shall cause said mutual relay schemes to operate within prescribed tolerances. BFGSI shall be responsible for adhering to reasonable testing procedures and schedules for such testing for such equipment and the reporting thereof as well as for any reasonable periodic maintenance or replacement, as determined by Company.

#### ARTICLE 14

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

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

#### ARTICLE 15

#### TERM OF AGREEMENT

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

ARTICLE 16

ASSIGNMENT

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

ARTICLE 17

APPLICABLE LAWS

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

ARTICLE 18

REGULATION

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

ARTICLE 19

FUTURE OPERATIONS

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

ARTICLE 20

LIABILITY

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

ARTICLE 21

INSURANCE

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

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

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

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

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

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

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

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

#### ARTICLE 22

#### NO DEDICATION OF FACILITIES

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

#### ARTICLE 23

#### SAFETY STATEMENT

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

#### ARTICLE 24

#### ENTIRE AGREEMENT

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

ARTICLE 25  
NOTICES AND BILLS

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

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

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

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

All payments to Company shall be sent to:

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

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

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

Eastern Edison Company  
 BY: [Signature]  
 Title: President  
 Date: 4-30-99  
 Witness: [Signature]

Browning Kelly Gas Services, Inc.  
 BY: [Signature]  
 Title: President  
 Date: 4-29-99  
 Witness: [Signature]

BROWNING FERRIS GAS SERVICES, INCORPORATED  
INTERCONNECTION REPORT

APRIL, 1999

EVA SERVICE CORPORATION

BY

BROWNING-FERRIS GAS SERVICES, INC.

PREPARED FOR

FALL RIVER LANDFILL GAS-FIRED GENERATION

for

SYSTEM IMPACT STUDY

# BFGSI-FALL RIVER INTERCONNECTION STUDY

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## 1.0) INTRODUCTION

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

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

## 2.0) STUDY METHODOLOGY

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

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

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

### 3.0) DISTRIBUTION LINE ASSESSMENT

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

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

### 4.0) COMPUTER SIMULATIONS

#### 4.1) System Information

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

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

#### 4.2) Load Flow Analysis

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

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

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

#### 4.3) Operational and Relaying Considerations

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

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

## 5.0) METERING REQUIREMENTS

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

## 6.0) INTERCONNECTION DESIGN

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

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

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

### 6.1) Distribution

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

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

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

## 6.2) Metering

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

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

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

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

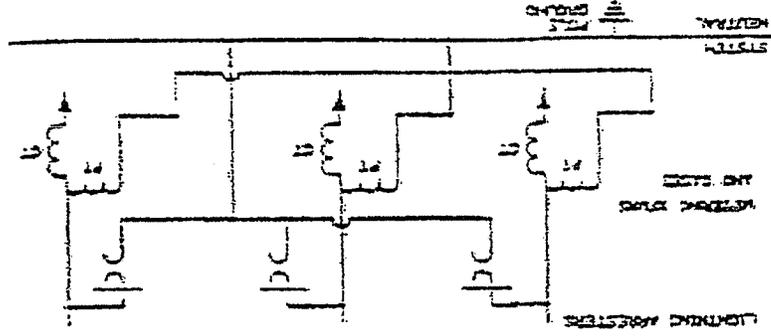
CONSTRUCTION STANDARD

2500 1 OF 2

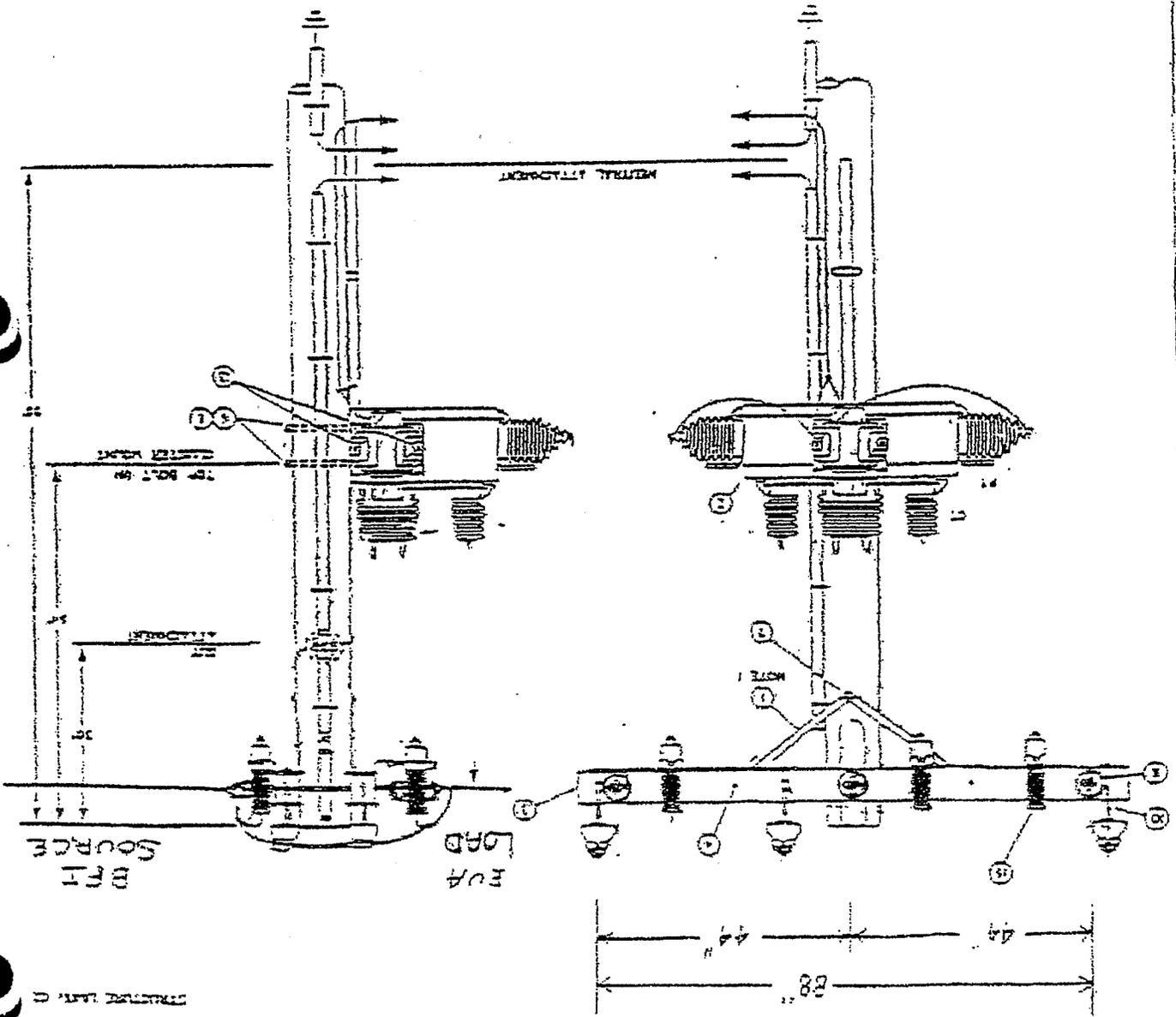
9/89

STANDARD NUMBER 1 ISSUE 04

GROUNDING DIAGRAM



FOR USE IN CONSTRUCTION OF 2500 VOLT SYSTEMS  
BASED ON THE 1989 EUS SERVICE CONSTRUCTION STANDARD



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

STRUCTURE LAMP 04

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

### 6.3) Protection and Control

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

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

### 6.4) Generating Plant

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

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

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

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

7.0) COST ESTIMATE

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

PROJECT TOTALS \$217,000

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

## 8. AREAS OF RESPONSIBILITY AND ADMINISTRATIVE PROCEDURES

### 8.1) EUA Responsibilities

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

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

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

### 8.2) BFGSI Responsibilities

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

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

### 8.3) Administrative Procedures

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

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

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

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

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

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

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

NOTES:

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

EASTERN EDISON COMPANY  
PROCEDURE FOR CALCULATING MONTHLY EXPENSES

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

I. OPERATION AND MAINTENANCE EXPENSES

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

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

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

Equipment Costs<sup>1</sup> + Outside Services<sup>2</sup>

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

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

Where:

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

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

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

II. REAL ESTATE AND PERSONAL PROPERTY TAXES

Taxes = X (Y/Z)

Where: X = Real Estate and Personal Property Taxes<sup>1</sup>

Y = Interconnection Facilities Investment<sup>2</sup>

Z = Total Electric Plant in Service<sup>3</sup>

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

CERTIFICATE OF COMPLIANCE

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



COMMONWEALTH OF MASSACHUSETTS  
 EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
 SOUTHEAST REGIONAL OFFICE  
 20 RIVERSIDE DRIVE, LAKEVILLE, MA 02347 508-946-2700

**COPY**

MITT ROMNEY  
 Governor

STEPHEN R. PRITCHARD  
 Secretary

KERRY HEALEY  
 Lieutenant Governor

ROBERT W. GOLLEDGE, Jr.  
 Commissioner

**FINAL AIR QUALITY OPERATING PERMIT**

(Replacement page date: 11/29/05)

Issued by the Massachusetts Department of Environmental Protection ("The Department") pursuant to its authority under M.G.L. c. 111, §142B and §142D, 310 CMR 7.00 et seq., and in accordance with the provisions of 310 CMR 7.00: Appendix C.

**ISSUED TO ["the Permittee"]:**

Gas Recovery Systems, LLC  
 5717 Brisa Street  
 Livermore, CA 94550

**INFORMATION RELIED UPON:**

Application No. 4V02027 and 4M05034  
 Transmittal No. W028385 and W066782

**FACILITY LOCATION:**

Gas Recovery Systems  
 East Bridgewater Facility  
 234 Thatcher Street  
 East Bridgewater, MA 02333

**FACILITY IDENTIFYING NUMBERS:**

SSEIS ID: 119 1905  
 FMF FAC NO.: 382491  
 FMF RO NO.: 382492

**NATURE OF BUSINESS:**

Electric Power Generation

**STANDARD INDUSTRIAL CODE (SIC):**

4911

**RESPONSIBLE OFFICIAL:**

Name: Mr. Peter Keskinen  
 Title: Vice President of Operations

**FACILITY CONTACT PERSON:**

Name: Mr. Matt Nourof  
 Title: Engineering/Environmental Manager  
 Phone: (508) 580-6871

This operating permit shall expire on 12/17/08.

For the Department of Environmental Protection, Bureau of Waste Prevention  
(Replacement Page Dated 11/29/05)

Regional Director

Date 12/17/03

This information is available in alternate format. Call Donald M. Gomes, ADA Coordinator at 617-556-1057. TDD Service - 1-800-298-2207.

DEP on the World Wide Web: <http://www.mass.gov/dep>

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## **SPECIAL CONDITIONS FOR OPERATING PERMIT**

### **1. PERMITTED ACTIVITIES**

In accordance with the provisions of 310 CMR 7.00: Appendix C and applicable rules and regulations, the Permittee is authorized to operate air emission units as shown in Table 1 and exempt, and insignificant activities as described in 310 CMR 7.00: Appendix C (5) (h) and (i). The units described in Table 1 are subject to the terms and conditions shown in Sections 4, 5, and 6 and to other terms and conditions as specified in this permit. Emissions from exempt activities shall be included in the total facility emissions for the emission-based portion of the fee calculation described in 310 CMR 4.00 and this permit.

### **DESCRIPTION OF FACILITY AND OPERATIONS**

Gas Recovery Systems, LLC. (GRS) operates a Landfill Gas to Energy facility in East Bridgewater Massachusetts. The operation consists of six (6) internal combustion engines which combust collected landfill gas and produce electricity. The Landfill Gas (LFG) comes from the adjacent (closed) BFINA East Bridgewater Landfill.

### **2. EMISSION UNIT IDENTIFICATION**

The following emission units (Table 1) are subject to and regulated by this operating permit:

<b>Table 1</b>			
<b>Emission Unit (EU)</b>	<b>Description of Emission Unit</b>	<b>EU-Design Capacity</b>	<b>Pollution Control Device (PCD)</b>
1 thru 6	Waukesha Internal Combustion Eng. Model No. 7042 GL	13.0 MMBtu/hr maximum heat input 1.052MW generator	None
7	Parts Cleaner (cold cleaning degreaser)	Complies with 310 CMR 7.18(8)(a)	None

### 3. IDENTIFICATION OF EXEMPT ACTIVITIES

The following are considered exempt activities in accordance with the criteria contained in 310 CMR 7.00 Appendix C (5)(h):

<b>Table 2</b>	
Description of Current Exempt Activities	Reason
A list of exempt activities is contained in the Operating Permit application and shall be updated by Gas Recovery Systems (GRS) to reflect changes at the facility over the permit term. An up-to-date copy of exempt activities shall be kept on-site at the facility and a copy shall be submitted to the Department's Southeast Regional Office.	310 CMR 7.00, Appendix C(5)(h)

### 4. APPLICABLE REQUIREMENTS

#### A. EMISSION LIMITS AND RESTRICTIONS

The Permittee is subject to the emission limits/restrictions as contained in Table 3 below:

<b>Table 3</b>				
Emission Unit (EU)	Fuel	Pollutant	Emission Limit/Standard	Applicable Regulations and/or Approval No.
<u>EU No.</u> 1,2,3,4,5,6 (per engine)	LFG	SO <sub>2</sub>	0.020 lb/MMBtu 0.10 ton/month 1.14 tpy <sup>(1)</sup>	4B01007
			Sulfur content of fuel < 0.01% by weight	
		PM	0.025 lb/MMBtu 0.12 ton/month 1.42 tpy <sup>(1)</sup>	
		NO <sub>x</sub>	0.151 lb/MMBtu (0.60 grams/Bhp-hour) 0.73 ton/month 8.60 tpy <sup>(1)</sup>	
		CO	0.752 lb/MMBtu 3.64 ton/month 42.82 tpy <sup>(1)</sup>	
		NMOC	0.063 lb/MMBtu 0.30 ton/month 3.59 tpy <sup>(1)</sup>	

<b>Table 3</b>				
Emission Unit (EU)	Fuel	Pollutant	Emission Limit/Standard	Applicable Regulations and/or Approval No.
EU No. 1,2,3,4,5,6 (per engine)	LFG	Visible emissions	Stack emissions shall not exceed 0% opacity (no visible emissions), with the exception of up to five (5) minutes during startup. During startup visible emissions shall comply with the provisions of 310 CMR 7.06	4B01007
EU No. 1,2,3,4,5,6 (Combined)	LFG	SO <sub>2</sub>	6.83 tpy <sup>(1)</sup>	4B01007
		PM	8.54 tpy <sup>(1)</sup>	
		NO <sub>x</sub>	51.59 tpy <sup>(1)</sup>	
		CO	256.91 tpy <sup>(1)</sup>	
		NMOC	21.52 tpy <sup>(1)</sup>	
EU No. 7	N/A	VOC	Solvent usage rate < 100 gallons/month	310 CMR 7.03(8)
			Design features and operating procedures identified in 310 CMR 7.18(8)(a) and (e) <sup>(see Note 2)</sup>	310 CMR 7.18(8)

**Table 3 Notes:**

- 1) tpy means tons per year based on a rolling twelve-month average.
- 2) Design features [310 CMR 7.18(8)(a)]:
  1. each cold cleaning degreaser is equipped with a cover which is designed to be easily operated with one hand; and
  2. each cold cleaning degreaser is equipped to drain clean parts so that, while draining, the cleaned parts are enclosed for 15 seconds or until dripping ceases, whichever is longer; and
  3. each cold cleaning degreaser is designed with:
    - a) a freeboard ratio of 0.75 or greater, or
    - b) a water blanket (if the solvent used is insoluble and heavier than water), or
    - c) an equivalent system of air pollution control which has been approved by the Department and EPA; and
  4. the covers of each cold cleaning degreaser are closed whenever parts are not being handled in the degreaser, or when the degreaser is not in use; and
  5. the drafts across the top of each cold cleaning degreaser are minimized such that when the cover is open the degreaser is not exposed to drafts > 40 meters per minute (1.5 mph), as measured between one and two meters up wind at the same elevation as the tank lip; and
  6. any leaks are repaired immediately, or the degreaser is shut down.

OR

  6. any leaks are repaired immediately, or the degreaser is shut down; and
  7. the cold cleaner must have a remote reservoir; and
  8. the solvent used in the cold cleaner must not have a vapor pressure that exceeds 4.3 kPa (33 mmHg or 0.6 PSI) measured at 38° C (100° F) or be heated above 50° C (120° F); and
  9. the sink-like work area must have an open drain area less than 100 square centimeters.

Operating procedures [310 CMR 7.18(8)(e)]:

1. notification to operators of the performance requirements that must be practiced in the operation of the degreaser, including the permanent and conspicuous posting of labels in the vicinity of the degreaser detailing performance requirements; and
2. storage of waste degreasing solvent in closed containers, and disposal or transfer of waste degreasing solvent to another party, in a manner such that less than 20% of the waste degreasing solvent by weight can evaporate into the atmosphere; and
3. where applicable, supplying a degreasing solvent spray which is a continuous fluid stream (not a fine, atomized or shower type spray) at a pressure which does not exceed 10 PSI as measured at the pump outlet, and use any such spray within the confines of the degreaser.

**B. COMPLIANCE DEMONSTRATION**

The Permittee is subject to the monitoring, testing, record keeping, and reporting requirements as contained in Tables 4, 5, and 6 below and 310 CMR 7.00 Appendix C (9) and (10), as well as applicable requirements contained in Table 3:

<b>Table 4</b>	
<b>Emission Unit (EU)</b>	<b>Monitoring/Testing Requirements</b>
<u>EU No.</u> 1,2,3,4,5,6	In accordance with Approval No. 4B01007, a LFG flow recorder shall be maintained so that an on-site record of the volume of LFG fired in each unit will be available by date and time period.
	In accordance with Approval No. 4B01007, the heat input of LFG (Btu) fired in Units Nos. 1 through 6 for each month and for each twelve month rolling period shall be maintained on-site. These heat input records may be generated by gas chromatograph and/or field measurements.
	In accordance with Approval No. 4B01007, one operable oxygen analyzer shall be maintained on-site and record shall be maintained of the stack outlet oxygen levels at least once per week on each engine.
	In accordance with Approval No. 4B01007, The facility shall be constructed to accommodate the emission testing requirements contained in 40 CFR Part 60 Appendix A.
	In accordance with Approval No. 4B01007, Compliance emission testing, if requested by the Department, shall be conducted in accordance with the test methods and procedures contained in 40 CFR Part 60 Appendix A
	Gas Recovery Systems (GRS) shall monitor operations such that information may be compiled for the annual preparation of a Source Registration/ Emission Statement as required by 310 CMR 7.12.

**Table 4**

Emission Unit (EU)	Monitoring/Testing Requirements
<p><u>EU No.</u> 1,2,3,4,5,6</p>	<p>In accordance with 310 CMR 7.13(1) Any person owning, leasing, operating or controlling a facility for which the Department has determined that stack testing is necessary to ascertain compliance with the Department's regulations or design approval provisos shall cause such stack testing:</p> <ul style="list-style-type: none"> <li>a) to be conducted by a person knowledgeable in stack testing,</li> <li>b) to be conducted in accordance with procedures contained in a test protocol which has been approved by the Department,</li> <li>c) to be conducted in the presence of a representative of the Department when such is deemed necessary, and</li> <li>d) to be summarized and submitted to the Department with analysis and report within such time as agreed to in the approved test protocol.</li> </ul> <p>In accordance with 310 CMR 7.13(2) Any person having control of a facility relative to which the Department determines that stack testing (to ascertain the mass emission rates of air contaminants emitted under various operating conditions) is necessary for the purposes of regulatory enforcement or determination of regulatory compliance shall cooperate with the Department to provide:</p> <ul style="list-style-type: none"> <li>a) entrance to a location suitable for stack sampling,</li> <li>b) sampling ports at locations where representative samples may be obtained,</li> <li>c) staging and ladders to support personnel and equipment for performing the tests,</li> <li>d) a suitable power source at the sampling location for the operation of sampling equipment, and</li> <li>e) such other reasonable facilities as may be requested by the Department.</li> </ul>
<p><u>EU No.</u> 7</p>	<p>In accordance with 310 CMR 7.18(8)(h), upon request of the Department, perform or have performed tests to demonstrate compliance. Testing shall be conducted in accordance with a method approved by the Department and EPA.</p>
<p>Facility wide</p>	<p>In accordance with 310 CMR 7.00 <i>Appendix C (9)(b)</i>, GRS shall;</p> <ol style="list-style-type: none"> <li>1. comply with all emissions monitoring and analysis procedures or test methods required under the applicable requirements, including those promulgated pursuant to 42 U.S.C. 7401, §§ 504(a) and 504(b) or 114(a)(3);</li> <li>2. If the applicable requirement does not require periodic testing or instrumental or non-instrumental monitoring (which may consist of record keeping designed to serve as monitoring), then the permittee shall perform periodic monitoring sufficient to yield reliable data from the relevant time period that is representative of the source's compliance with the permit. Such monitoring requirements shall assure the use of terms, test methods, units, averaging periods, and other statistical conventions consistent with the applicable requirement. Record keeping provisions may be sufficient to meet the requirements; and</li> <li>3. The permittee shall comply with requirements concerning the use, maintenance and installation of monitoring equipment or methods as the Department deems appropriate.</li> </ol>

**Table 5**

Emission Unit (EU)	Record Keeping Requirements
<p><u>EU No.</u> 1,2,3,4,5,6</p>	<p>In accordance with Approval No. 4B01007, Records of the volume of LFG (scf) fired in each unit for each month and for each twelve month rolling period shall be maintained on-site.</p>
	<p>In accordance with Approval No. 4B01007, NO<sub>x</sub>, CO, NMOC, PM, and SO<sub>2</sub>, monthly and twelve month rolling period emission rate records for each unit shall be maintained on-site.</p>
	<p>In accordance with Approval No. 4B01007, the heat input of LFG (Btu) fired in Unit Nos. 1 through 6, for each month and for each twelve month rolling period records shall be maintained on-site. These heat input records may be generated by gas chromatograph and/or field measurements.</p>
	<p>In accordance with Approval No. 4B01007, a copy of the NO<sub>x</sub> /CO optimization/minimization program report shall be maintained on-site.</p>
	<p>In accordance with Approval No. 4B01007, records of the weekly stack outlet oxygen levels on each engine shall be maintained.</p>
	<p>In accordance with Approval No. 4B01007, a copy of the Standard Operating and Maintenance Procedures for all subject equipment shall be maintained on-site.</p>
	<p>In accordance with Approval No. 4B01007, an operation log, or other record keeping system, shall be maintained on-site at a level of detail sufficient to document that the operation and emission limits contained in Table 3 are not exceeded.</p>
	<p>In accordance with Approval No. 4B01007, a record keeping system shall be established and maintained on-site. 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:</p> <ul style="list-style-type: none"> <li>- 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</li> <li>- 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 action 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.</li> </ul> <p>All records shall be kept on-site for five (5) years and shall be made available to Department personnel upon request.</p>
	<p>In accordance with Approval No. 4B01007, GRS shall maintain all operating and monitoring records, including emission test reports for the life of the facility; the five (5) most recent years of data/records shall be maintained on-site.</p>
	<p>Maintain records of any emissions compliance testing done in accordance with 310 CMR 7.13 and 40 CFR 60, Appendix A, if such testing is requested by the Department.</p>

<b>Table 5</b>	
<b>Emission Unit (EU)</b>	<b>Record Keeping Requirements</b>
<u>EU No.</u> 7	In accordance with 310 CMR 7.18(8)(g) and 310 CMR 7.03(6), Prepare and maintain records sufficient to demonstrate compliance with an instantaneous averaging time as stated in 310 CMR 7.18(8)(f) and with the monthly solvent usage restriction in 310 CMR 7.03(8). Records shall include, but are not limited to: identity, quantity, formulation and density of solvent(s) used and waste solvent(s) generated.
Facility wide	Maintain records to facilitate compilation of data for the annual Source Registration required by 310 CMR 7.12. Copies of Source Registration and any other information supplied to the Department to comply with 310 CMR 7.12, shall be retained by the facility owner or operator for five years from the date of submittal.  In accordance with 310 CMR 7.00: Appendix C(10)(b), maintain records of all monitoring data and supporting information on-site for a period of at least 5 years from the date of the monitoring sample, measurement, report or initial operating permit application.

<b>Table 6</b>	
<b>Emission Unit (EU)</b>	<b>Reporting Requirements</b>
<u>EU No.</u> 1,2,3,4,5,6	In accordance with Approval No. 4B01007, all revisions to the Standard Operating and Maintenance Procedures shall be submitted to the Department within seven (7) days from their initial use.  In accordance with Approval No. 4B01007, the Department's Permit Chief for the Bureau of Waste Prevention at this office must be notified by telephone, or fax within 24 hours, and with written notification within ten (10) days, after 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.
Facility wide	In accordance with 310 CMR 7.00: <i>Appendix C (10)(c)</i> : GRS, shall report a summary of all monitoring data and related supporting information to the Department at least every six months in a format and time frequency specified by the Department.  In accordance with 310 CMR 7.00: <i>Appendix C (10)(f)</i> : GRS, shall promptly report to the Department all instances of deviations from permit requirements. This report shall include the deviation itself, including those attributable to upset conditions as defined in the permit, the probable cause of the deviation, and any corrective actions or preventative measures taken.  In accordance with 310 CMR 7.00: <i>Appendix C (10)(h)</i> : all required reports must be certified by a responsible official consistent with 310 CMR 7.00: <i>Appendix C (5)(c)</i>  In accordance with Approval No. 4B01007 and 310 CMR 7.12(1)(a) 1., GRS, will submit annually an emission statement/ source registration.

<b>Table 6</b>	
<b>Emission Unit (EU)</b>	<b>Reporting Requirements</b>
Facility wide	<p>All notifications and reporting required in accordance with Section No. 25 of this Operating Permit shall be sent directly to:</p> <p style="text-align: center;">Department of Environmental Protection            Bureau of Waste Prevention            Southeast Regional Office            20 Riverside Drive            Lakeville, MA 02347</p> <p style="text-align: center;">ATTN: Chief, Permit Section</p> <p style="text-align: center;">Telephone: (508) 946-2770            Fax: (508) 947-6557</p> <p>The annual Source Registration/Emission Statement shall be submitted to the DEP Office specified in the instructions.</p>

C. GENERAL APPLICABLE REQUIREMENTS

The Permittee shall comply with all generally applicable requirements contained in 310 CMR 7.00 et. seq. and 310 CMR 8.00 et. seq., when subject.

D. REQUIREMENTS NOT CURRENTLY APPLICABLE

The Permittee shall comply with any applicable requirements that become effective during the permit term.

<b>Table 7</b>	
<b>Regulation</b>	<b>Description</b>
310 CMR 7.07	Open Burning
310 CMR 7.15	Asbestos
310 CMR 7.16	Reduction of Single Occupant Commuter Vehicle Use
42 USC 7401, §112	Hazardous Air Pollutants
42 USC 7401, §112(r)(7)	Accidental Release Prevention Requirements: Risk Management under the Clean Air Act §112(r)
42 USC 7401, §601	Protection of Stratospheric Ozone

## 5. SPECIAL TERMS AND CONDITIONS

A. The Permittee is subject to the following special provisions that are not contained in Tables 3, 4, 5 and 6.

1. Unit Nos. 1 through 6 construction and design shall be consistent with Attachment No.1, Equipment and Design Schedule, in Plan Approval No. 4B01007.

### Unit Nos. 1 through 6 – Engine/Electric Generator Sets

Manufacturer	Waukesha
Model No.	7042GL
Max. Heat Input	13.0 MMBtu/hr/engine
Fuel	Landfill Gas
Maximum Output	1.052 MW/generator
Max. Stack Exit Temperature	810 °F
Stack Material	Carbon Steel
Stack Height	27.3 feet
Stack Exit Diameter	13 inches
Silencer	Maxim (Model 42 or equivalent)

2. In accordance with Approval No. 4B01007:
  - a. Unit No. 1 through 6 will operate at all times when the collected LFG is routed to the Unit.
  - b. The maximum heat input of LFG shall not exceed 9,672 MMBtu per month per engine.
  - c. The maximum heat input of LFG for the six engines, in total, shall not exceed 683,280 MMBtu in any consecutive twelve-month period.
  - d. The engine exhaust O<sub>2</sub> content shall be maintained between 6.8 percent and 9.8 percent by volume.
  - e. Each engine shall reduce NMOC emissions by 98 percent by weight, or reduce the stack NMOC concentration to 20 parts per million as hexane by volume, dry basis at 3 percent oxygen, or less.
3. In accordance with Plan Approval No. 4B01007, sound impacts shall not exceed 10 dB (A) above background and shall not cause a puretone condition as defined in the Department's DAQC Policy No. 90-001. (state only requirement)
4. In accordance with Plan Approval No. 4B01007, department personnel shall be provided immediate access to the plant site, buildings, and all pertinent records for the purpose of making inspections and surveys, collecting samples, obtaining data, and reviewing records.
5. In accordance with Plan Approval No. 4B01007, if any nuisance condition(s) should be generated by the operation of this facility, immediate appropriate steps shall be taken to abate the nuisance condition(s). (state only requirement)

## 6. ALTERNATIVE OPERATING SCENARIOS

The Permittee did not request alternative operating scenarios in its operating permit application.

## 7. EMISSIONS TRADING

### (a) Intra-facility emission trading

The Permittee did not request intra-facility emissions trading in its operating permit application.

Pursuant to 310 CMR 7.00: Appendix C(7)(b), emission trades, provided for in this permit, may be implemented provided the Permittee notifies The United States Environmental Protection Agency (EPA) and the Department at least fifteen (15) days in advance of the proposed changes and the Permittee provides the information required in 310 CMR 7.00: Appendix C(7)(b)3.

Any intra-facility change that does not qualify pursuant to 310 CMR 7.00: Appendix C(7)(b)2 is required to be submitted to the Department pursuant to 310 CMR 7.00: Appendix B.

### (b) Inter-facility emission trading

The Permittee did not request inter-facility emissions trading in its operating permit application.

All increases in emissions due to emission trading, must be authorized under the applicable requirements of 310 CMR 7.00: Appendix B (the "Emissions Trading Program") and the 42 U.S.C. §7401 et seq. (the "Act"), and provided for in this permit.

## 8. COMPLIANCE SCHEDULE

The Permittee has indicated that the facility is in compliance and shall remain in compliance with the applicable requirements contained in Sections 4 and 5.

In addition, the Permittee shall comply with any applicable requirements that become effective during the permit term.

## GENERAL CONDITIONS FOR OPERATING PERMIT

### 9. FEES

The permittee has paid the permit application processing fee and shall pay the annual compliance fee in accordance with the fee schedule pursuant to 310 CMR 4.00.

### 10. COMPLIANCE CERTIFICATION

All documents submitted to the Department shall contain certification by the responsible official of truth, accuracy, and completeness. Such certification shall be in compliance with 310 CMR 7.01(2) and contain the following language:

"I certify that I have personally examined the foregoing and am familiar with the information contained in this document and all attachments and that, based on 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 for submitting false information, including possible fines and imprisonment."

The Department will submit an "Operating Permit Reporting Kit" to the Permittee which contains instructions and the Annual Compliance Report and Certification and the Semi-Annual Monitoring summary Report and Certification.

#### (a) Annual Compliance Report and Certification

The Responsible Official shall certify, annually for the calendar year, that the facility is in compliance with the requirements of this permit. The report shall be postmarked or delivered by January 30 to the Department and to the Regional Administrator, U.S. Environmental Protection Agency - New England Region. The report shall be submitted in compliance with the submission requirements below.

The compliance certification and report shall describe:

- i. the terms and conditions of the permit that are the basis of the certification;
- ii. the current compliance status and whether compliance was continuous or intermittent during the reporting period;
- iii. the methods used for determining compliance, including a description of the monitoring, record keeping, and reporting requirements and test methods; and
- iv. any additional information required by the Department to determine the compliance status of the source.

#### (b) Semi-Annual Monitoring Summary Report and Certification

The Responsible Official shall certify, semi-annually on the calendar year, that the facility is in compliance with the requirements of this permit. The report shall be postmarked or delivered by January 30 and July 30 to the Department. The report shall be submitted in compliance with the submission requirements below.

The compliance certification and report shall describe:

- i. the terms and conditions of the permit that are the basis of the certification;
- ii. the current compliance status during the reporting period;
- iii. the methods used for determining compliance, including a description of the monitoring, record keeping, and reporting requirements and test methods;
- iv. whether there were any deviations during the reporting period;
- v. if there are any outstanding deviations at the time of reporting, and the Corrective Action Plan to remedy said deviation;
- vi. whether deviations in the reporting period were previously reported;
- vii. if there are any outstanding deviations at the time of reporting, the proposed date of return to compliance;
- viii. if the deviations in the reporting period have returned to compliance and date of such return to compliance; and
- ix. any additional information required by the Department to determine the compliance status of the source.

## 11. NONCOMPLIANCE

Any noncompliance with a permit condition constitutes a violation of 310 CMR 7.00: Appendix C and the Clean Air Act, and is grounds for enforcement action, for permit termination or revocation, or for denial of an operating permit renewal application by the Department and/or EPA. Noncompliance may also be grounds for assessment of administrative or civil penalties under M.G.L. c.21A, §16 and 310 CMR 5.00; and civil penalties under M.G.L. c.111, §142A and 142B. This permit does not relieve the permittee from the obligation to comply with any other provisions of 310 CMR 7.00 or the Act, or to obtain any other necessary authorizations from other governmental agencies, or to comply with all other applicable Federal, State, or Local rules and regulations, not addressed in this permit.

## 12. PERMIT SHIELD

(a) This facility has a permit shield provided that it operates in compliance with the terms and conditions of this permit. Compliance with the terms and conditions of this permit shall be deemed compliance with all applicable requirements specifically identified in Sections 4, 5, 6, and 7, for the emission units as described in the permittee's application and as identified in this permit.

Where there is a conflict between the terms and conditions of this permit and any earlier approval or permit, the terms and conditions of this permit control.

(b) The Department has determined that the permittee is not currently subject to the requirements listed in Section 4, Table 7.

(c) Nothing in this permit shall alter or affect the following:

- (i) the liability of the source for any violation of applicable requirements prior to or at the time of permit issuance.
- (ii) the applicable requirements of the Acid Rain Program, consistent with 42 U.S.C. §7401, §408(a); or
- (iii) the ability of EPA to obtain information under 42 U.S.C. §7401, §114 or §303 of the Act.

### **13. ENFORCEMENT**

The following regulations found at 310 CMR 7.02(8)(h) Table 6 for wood fuel, 7.02(8)(i), 7.04(9), 7.05(8), 7.09 (odor), 7.10 (noise), 7.18(1)(b), 7.21, 7.22 and any condition(s) designated as "state only" are not federally enforceable because they are not required under the Act or under any of its applicable requirements. These regulations and conditions are not enforceable by the EPA. Citizens may seek equitable or declaratory relief to enforce these regulations and conditions pursuant to Massachusetts General Law Chapter 214, Section 7A

All other terms and conditions contained in this permit, including any provisions designed to limit a facility's potential to emit, are enforceable by the Department, EPA and citizens as defined under the Act.

A Permittee shall not claim as a defense in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

### **14. PERMIT TERM**

This permit shall expire on the date specified on the cover page of this permit, which shall not be later than the date 5 years after issuance of this permit.

Permit expiration terminates the permittee's right to operate the facility's emission units, control equipment or associated equipment covered by this permit, unless a timely and complete renewal application is submitted at least 6 months before the expiration date.

### **15. PERMIT RENEWAL**

Upon the Department's receipt of a complete and timely application for renewal, this facility may continue to operate subject to final action by the Department on the renewal application.

In the event the Department has not taken final action on the operating permit renewal application prior to this permit's expiration date, this permit shall remain in effect until the Department takes final action on the renewal application, provided that a timely and complete renewal application has been submitted in accordance with 310 CMR 7.00: Appendix C(13).

### **16. REOPENING FOR CAUSE**

This permit may be modified, revoked, reopened, and reissued, or terminated for cause by the Department and/or EPA. The responsible official of the facility may request that the Department terminate the facility's operating permit for cause. The Department will reopen and amend this permit in accordance with the conditions and procedures under 310 CMR 7.00: Appendix C(14).

The filing of a request by the permittee for an operating permit revision, revocation and reissuance, or termination, or a notification of a planned change or anticipated noncompliance does not stay any operating permit condition.

**17. DUTY TO PROVIDE INFORMATION**

Upon the Department's written request, the permittee shall furnish, within a reasonable time, any information necessary for determining whether cause exists for modifying, revoking and reissuing, or terminating the permit, or to determine compliance with the permit. Upon request, the permittee shall furnish to the Department copies of records that the permittee is required to retain by this permit.

**18. DUTY TO SUPPLEMENT**

The permittee, upon becoming aware that any relevant facts were omitted or incorrect information was submitted in the permit application, shall promptly submit such supplementary facts or corrected information. The permittee shall also provide additional information as necessary to address any requirements that become applicable to the facility after the date a complete renewal application was submitted but prior to release of a draft permit.

The permittee shall promptly, on discovery, report to the Department a material error or omission in any records, reports, plans, or other documents previously provided to the Department.

**19. TRANSFER OF OWNERSHIP OR OPERATION**

This permit is not transferable by the permittee unless done in accordance with 310 CMR 7.00: Appendix C(8)(a). A change in ownership or operation control is considered an administrative permit amendment if no other change in the permit is necessary and provided that a written agreement containing a specific date for transfer of permit responsibility, coverage and liability between current and new permittee, has been submitted to the Department.

**20. PROPERTY RIGHTS**

This permit does not convey any property rights of any sort, or any exclusive privilege.

**21. INSPECTION AND ENTRY**

Upon presentation of credentials and other documents as may be required by law, the permittee shall allow authorized representatives of the Department, and EPA to perform the following:

- a) enter upon the permittee's premises where an operating permit source activity is located or emissions related activity is conducted, or where records must be kept under the conditions of this permit;
- b) have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
- c) inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
- d) Sample or monitor at reasonable times any substances or parameters for the purpose of assuring compliance with the operating permit or applicable requirements as per 310 CMR 7.00 Appendix C(3)(g)(12).

**22. PERMIT AVAILABILITY**

The permittee shall have available at the facility, at all times, a copy of the materials listed under 310 CMR 7.00: Appendix C(10)(e) and shall provide a copy of the permit, including any amendments or attachments thereto, upon request by the Department or EPA.

**23. SEVERABILITY CLAUSE**

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstances, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

**24. EMERGENCY CONDITIONS**

The permittee shall be shielded from enforcement action brought for noncompliance with technology based<sup>1</sup> emission limitations specified in this permit as a result of an emergency<sup>2</sup>. In order to use emergency as an affirmative defense to an action brought for noncompliance, the permittee shall demonstrate the affirmative defense through properly signed, contemporaneous operating logs, or other relevant evidence that:

- (a) an emergency occurred and that the permittee can identify the cause(s) of the emergency;
- (b) the permitted facility was at the time being properly operated;
- (c) during the period of the emergency, the permittee took all reasonable steps as expeditiously as possible, to minimize levels of emissions that exceeded the emissions standards, or other requirements in this permit; and
- (d) the permittee submitted notice of the emergency to the Department within two (2) business days of the time when emission limitations were exceeded due to the emergency. This notice must contain a description of the emergency, any steps taken to mitigate emission, and corrective actions taken.

If an emergency episode requires immediate notification to the Division of Hazardous Waste/Emergency Response and the Emergency Response Planning Council, immediate notification to the appropriate parties should be made as required by law.

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<sup>1</sup> Technology based emission limits are those established on the basis of emission reductions achievable with various control measures or process changes (e.g., a new source performance standard) rather than those established to attain health based air quality standards.

<sup>2</sup> An "emergency" means any situation arising from sudden and reasonably unforeseeable events beyond the control of the source, including acts of God, which situation would require immediate corrective action to restore normal operation, and that causes the source to exceed a technology based limitation under the permit, due to unavoidable increases in emissions attributable to the emergency. An emergency shall not include noncompliance to the extent caused by improperly designed equipment, lack of preventative maintenance, careless or improper operations, operator error or decision to keep operating despite knowledge of any of these things.

## 25. PERMIT DEVIATION

Deviations are instances where any permit condition is violated and not reported as an emergency pursuant to section 24 of this permit. Reporting a permit deviation is not an affirmative defense for action brought for noncompliance. Any reporting requirements listed in Table 6. of this Operating Permit shall supercede the following deviation reporting requirements, if applicable.

The Permittee shall report to the Department's Regional Bureau of Waste Prevention the following deviations from permit requirements, by telephone or fax, within three (3) days of discovery of such deviation:

- Unpermitted pollutant releases, excess emissions or opacity exceedances measured directly by CEMS/COMS, by EPA reference methods or by other credible evidence, which are ten percent (10%) or more above the emission limit.
- Exceedances of parameter limits established by your Operating Permit or other approvals, where the parameter limit is identified by the permit or approval as surrogate for an emission limit.
- Exceedances of permit operational limitations directly correlated to excess emissions.
- Failure to capture valid emissions or opacity monitoring data or to maintain monitoring equipment as required by statutes, regulations, your Operating Permit, or other approvals.
- Failure to perform QA/QC measures as required by your Operating Permit or other approvals for instruments that directly monitor compliance.

For all other deviations, three (3) day notification is waived and is satisfied by the documentation required in the subsequent Semi-Annual Monitoring Summary and Certification. Instructions and forms for reporting deviations are found in the Massachusetts Department of Environmental Protection Bureau of Waste Prevention Air Operating Permit Reporting Kit, which is included with the Operating Permit. This report shall include the deviation, including those attributable to upset conditions as defined in the permit, the probable cause of such deviations, and the corrective actions or preventative measures taken.

Deviations that were reported by telephone or fax within 3 days of discovery, said deviations shall also be submitted in writing via the Operating Permit Deviation Report to the regional Bureau of Waste Prevention within ten (10) days of discovery. For deviations which do not require 3 day verbal notification, follow-up reporting requirements are satisfied by the documentation required in the aforementioned Semi-Annual Monitoring Summary and Certification.

## 26. OPERATIONAL FLEXIBILITY

The permittee is allowed to make changes at the facility consistent with 42 U.S.C. §7401, §502(b)(10) not specifically prohibited by the permit and in compliance with all applicable requirements provided the permittee gives the EPA and the Department written notice fifteen days prior to said change; notification is not required for exempt activities listed at 310 CMR 7.00: Appendix C(5)(i). The notice shall comply with the requirements stated at 310 CMR 7.00: Appendix C(7)(a) and will be appended to the facility's permit. The permit shield allowed for at 310 CMR 7.00: Appendix C(12) shall not apply to these changes.

27. **MODIFICATIONS**

(a) Administrative Amendments - The permittee may make changes at the facility which are considered administrative amendments pursuant to 310 CMR 7.00: Appendix C(8)(a)1., provided they comply with the requirements established at 310 CMR 7.00: Appendix C(8)(b).

(b) Minor Modifications - The permittee may make changes at the facility which are considered minor modifications pursuant to 310 CMR 7.00: Appendix C(8)(a)2., provided they comply with the requirements established at 310 CMR 7.00: Appendix C(8)(d).

(c) Significant Modifications - The permittee may make changes at the facility which are considered significant modifications pursuant to 310 CMR 7.00: Appendix C(8)(a)3., provided they comply with the requirements established at 310 CMR 7.00: Appendix C(8)(c).

(d) No permit revision shall be required, under any approved economic incentives program, marketable permits program, emission trading program and other similar programs or processes, for changes that are provided in this operating permit. A revision to the permit is not required for increases in emissions that are authorized by allowances acquired pursuant to the Acid Rain Program under Title IV of the Act, provided that such increases do not require an operating permit revision under any other applicable requirement.

**28. List of Abbreviations**

Btu	= British thermal units
CFR	= Code of Federal Regulations
CMR	= Code of Massachusetts Regulations
CO	= Carbon monoxide
ft <sup>3</sup>	= Cubic foot
°C	= Degrees Celsius
°F	= Degrees Fahrenheit
Eng.	= Engine
EU	= Emission Unit
Gallons/Month	= Gallons per month
GRS	= Gas Recovery Systems, Inc
grams/Bhp-hour	= Grams per brake-horsepower hour
IA	= insignificant activity
lb/MMBtu	= Pounds per million Btu
LFG	= Landfill Gas
Mg	= Megagrams
MW	= Megawatt
MMBtu	= Million Btu
MMBtu/hr	= Million British thermal units per hour
mm HG	= millimeters of mercury
MM m <sup>2</sup>	= Million square meters
MM Mg	= Million Megagrams
N/A	= Not Applicable
NMOC	= Non-Methane organic compounds
No.	= Number
NO <sub>x</sub>	= Oxides of nitrogen
O <sub>2</sub>	= Oxygen
PCD	= Pollution Control Device
PM	= Particulate matter
ppm	= Parts per million
PSI	= pounds per square inch
scf	= Standard cubic foot
SO <sub>2</sub>	= Sulfur dioxide
tpy	= Tons per consecutive 12 month period
U.S.C.	= United States Code
%	= Percent
<	= Less than
>	= Greater than
≤	= Less than or equal to
≥	= Greater than or equal to
§	= Section

## APPEAL CONDITIONS FOR OPERATING PERMIT

This permit is an action of the Department. If you are aggrieved by this action, you may request an adjudicatory hearing within 21 days of issuance of this permit. In addition, any person who participates in any public participation process required by the Federal Clean Air Act, 42 U.S.C. §7401, §502(b)(6) or under 310 CMR 7.00: Appendix C(6), with respect to the Department's final action on operating permits governing air emissions, and who has standing to sue with respect to the matter pursuant to federal constitutional law, may initiate an adjudicatory hearing pursuant to Chapter 30A, and may obtain judicial review, pursuant to Chapter 30A, of a final decision therein.

If an adjudicatory hearing is requested, the facility must continue to comply with all existing federal and state applicable requirements to which the facility is currently subject, until a final decision is issued in the case or the appeal is withdrawn. During this period, the application shield shall remain in effect, and the facility shall not be in violation of the Act for operating without a permit.

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 permit 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:

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

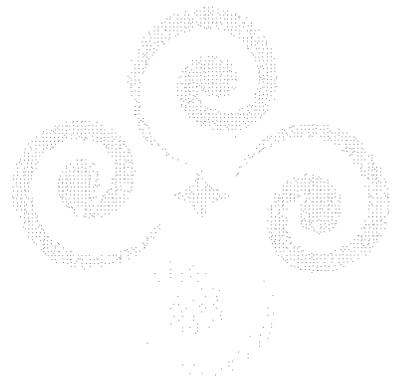
The Department may waive the adjudicatory hearing filing fee for a person who shows that paying the fee will create an undue financial hardship. A person seeking a waiver must file, together with the hearing request as provided above, an affidavit setting forth the facts believed to support the claim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



**EVOLUTION**  
MARKETS

Appendix II.

Description: (1) Screen shot of the NEPOOL GIS landfill generator list  
(2) Screen shot of MA DOER generator list



The Official Website of the Executive Office of Energy and Environmental Affairs

Mass.Gov

**Energy and Environmental Affairs**

Home &gt; Energy, Utilities &amp; Clean Technologies &gt; Renewable Energy &gt; Renewable Portfolio Standard &gt;

**RPS-Qualified New Renewable Generation Units**

DOER has APPROVED Applications for Statement of Qualification from the following Generation Units, which are now RPS-Qualified, New Renewable Generation Units:

MA RPS Number	NE GIS Number	Plant - Unit	Renewable Energy Fuel/Tech	Name Plate Capacity MW	Vintage Generation* MWh
LG-1001-02	MSS-953	Attleboro Landfill - QF	Landfill Gas	1.5	
BM-1002-02	MSS-446	Washingtn - Indeck Jonesboro	Biomass	27	7,884
BM-1003-02	MSS-445	Enfld ME - Indeck West Enfield	Biomass	27	20,888
SL-1005-02	NON-32115	Solar New England	Photovoltaic	0.078	
LG-1006-02	MSS-1572	Granby Sanitary Landfill	Landfill Gas	3.2	
	NON-32106	Granby LFG Off Grid			
LG-1007-02	MSS-952	Pontiac Energy - QF	Landfill Gas	0.5	1,611
LG-1008-02	NON-32120	Chicopee - 1	Landfill Gas	1.9	
LG-1009-02	NON-32121	Chicopee - 2	Landfill Gas	1.9	
LG-1010-02	NON-32122	Chicopee - 3	Landfill Gas	1.9	
LG-1011-02	MSS-1209	CRRA Hartford Landfill	Landfill Gas	2.8	
WD-1012-02	MSS-1656	Hull Wind Turbine U5	Wind	0.66	
LG-1013-02	MSS-1224	Randolph/BFG Electric Facility	Landfill Gas	3.0	
LG-1014-02	MSS-1432	Sykes Rd - GRS-Fall River	Landfill Gas	5.7	
AD-1015-02	NON-32408	Deer Island Treatment Plant - STG	Anerobic Digester	18.0	
WD-1017-02	MSS-968	Princeton Wind Farm	Wind	0.32	208
LG-1018-02	MSS-253	Turnkey Load Reducer	Landfill Gas	3.2	24,987
	MSS-715	Rochester Landfill		6.4	
LG-1019-02	MSS-2462	Plainville Generating Co., LLC	Landfill Gas	5.6	
LG-1020-02	MSS-451	Johnston Landfill	Landfill Gas	12.0	86,901
	MSS-10366	Johnston RRIg Expansion Phase 1		2.4	
	MSS-10959	Johnston RRIg Expansion Phase 2		6.0	
LG-1021-04	MSS-942	Dunbarton Road Landfill	Landfill Gas	1.2	4,248
LG-1022-03	TBD	MM Cuyahoga Energy LLC (Solon, OH)**	Landfill Gas	3.8	
LG-1023-03	MSS-10451	Westfield #1	Landfill Gas	0.48	

BM-1024-04	MSS-629	Deblois-Worcester Energy	Biomass	25.85	3,126
LG-1025-04	MSS-11052	Greater New Bedford LFG Utilization Project	Landfill Gas	3.28	
	NON-32586	Greater New Bedford LFG Utilization Project - CNBE Off Grid			
BM-1026-04	MSS-956	Ware Cogen	Biomass	8.6	
LG-1027-04	IMP-32515	Model City Energy Facility (Lewiston, NY)**	Landfill Gas	5.6	
SL-1028-04	NON-32509	Mass Energy Aggregate PV	Photovoltaic	0.036	
SL-1029-04	NON-32511	MA PV Cluster	Photovoltaic	0.268	
LG-1030-04	IMP-32528	Seneca Falls Landfill Gas (Waterloo, NY)**	Landfill Gas	17	48,130
WD-1031-04	IMP-32487	Fenner Windpower Project (Fenner, NY)**	Wind	30	
AD-1032-04	MSS-10615	Blue Spruce Farm	Anerobic Digester	0.274	
BM-1033-05	TBD	Iggy's Biodiesel CHP	Biomass	0.045	
LG-1034-05	MSS-10801	Coventry Landfill Gas to Energy Facility	Landfill Gas	6.4	
	MSS-12323				
LG-1035-05	NON-32676	Nanticoke LFG (Binghamton, NY)**	Landfill Gas	2.1	
WD-1037-05	NON-32545	Mass Energy Aggregate Small Wind (MA)	Wind	0.01	
SL-1038-06	NON-14135	Brockton Brightfield	Photovoltaic	0.425	
BM-1039-05	MSS-429	Greenville Steam Company	Biomass	20	
LG-1040-05	IMP-32561	Ontario Landfill Gas Facility (Stanley, NY)**	Landfill Gas	5.6	
LG-1041-05	IMP-32584	Colonie Landfill Gas Facility (Cahoes, NY)**	Landfill Gas	4.8	
LG-1042-05	TBD	Development Authority of the North Country (Rodman, NY)**	Landfill Gas	4.8	
BM-1043-06	MSS-463	Borex Livermore Falls	Biomass	40	
LG-1045-05	IMP-32580	Modern LFG (Youngstown, NY)**	Landfill Gas	6.4	
WD-1049-06	MSS-11408	Hull Wind 2	Wind	1.8	
WD-1050-06	IMP-32611	Mars Hill (Mars Hill, Maine - NMISA)**	Wind	42	
WD-1052-06	IMP-32622	West Cape Wind Farm (O'Leary, PEI, Canada)**	Wind	99	
SL-1057-06	NON-32597	One Oak Hill Road PV	Photovoltaic	0.147	
WD-1059-06	NON-32596	Mass. Maritime Academy WTG	Wind	0.66	



NON32586	No	No	No	No	Yes	Yes	No	No	No	No	No	No	No	No	No	No	No	No	Utilization Project	CNBE Off Grid	England Control Area)	gas
IMP32584	Yes	No	No	No	Yes	Yes	No	No	Yes	No	No	Yes	No	No	No	No	No	No	Colonie	Colonie	New York (NY ISO control area)	Landfill gas
MSS14707	No	No	No	No	Yes	Yes	No	No	No	No	No	No	No	No	No	No	No	No	UNDERSMW	COVANTA HAVERHILL - LF GAS	New England (ISO New England Control Area)	Landfill gas
MSS10801	No	No	No	No	Yes	Yes	No	No	No	No	No	Yes	No	No	No	No	No	No	UNDERSMW	COVENTRY CLEAN ENERGY	New England (ISO New England Control Area)	Landfill gas
MSS10801	Yes	No	No	No	Yes	Yes	No	No	No	No	No	Yes	No	No	No	No	No	No	UNDERSMW	COVENTRY CLEAN ENERGY	New England (ISO New England Control Area)	Landfill gas
MSS12323	No	No	No	No	Yes	Yes	No	No	No	No	No	Yes	No	No	No	No	No	No	UNDERSMW	COVENTRY CLEAN ENERGY #4	New England (ISO New England Control Area)	Landfill gas
MSS12323	Yes	No	No	No	Yes	Yes	No	No	No	No	No	Yes	No	No	No	No	No	No	UNDERSMW	COVENTRY CLEAN ENERGY #4	New England (ISO New England Control Area)	Landfill gas
MSS1209	Yes	No	No	No	Yes	Yes	No	No	No	No	No	No	No	No	No	No	No	No	UNDERSMW	CRRA HARTFORD LANDFILL	New England (ISO New England Control Area)	Landfill gas
MSS942	Yes	No	No	No	No	Yes	No	No	No	No	No	No	No	No	No	No	No	No	UNDERSMW	DUNBARTON ROAD LANDFILL	New England (ISO New England Control Area)	Landfill gas
MSS13869	Yes	No	No	No	Yes	Yes	No	No	No	No	No	No	No	No	No	No	No	No	UNDERSMW	EAST WINDSOR NORCAP LFG PLANT	New England (ISO New England Control Area)	Landfill gas
MSS1052	Yes	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	UNDERSMW	EB1-BFI	New England (ISO New England Control Area)	Landfill gas
MSS943	Yes	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	UNDERSMW	FOUR HILLS LANDFILL	New England (ISO New England Control Area)	Landfill gas
MSS194	Yes	No	No	No	No	Yes	No	No	No	No	Yes	No	No	No	No	No	No	No	UNDERSMW	FOUR HILLS LOAD REDUCER	New England (ISO New England Control Area)	Landfill gas
NON32106	No	No	No	No	Yes	Yes	No	No	No	Yes	No	No	No	No	No	No	No	No	Granby LFG OFF GRID	Granby LFG OFF GRID	New England (ISO New England Control Area)	Landfill gas
MSS1572	Yes	No	No	No	Yes	Yes	No	No	No	Yes	No	No	No	No	No	No	No	No	UNDERSMW	GRANBY SANITARY LANDFILL QF US	New England (ISO New England Control Area)	Landfill gas
MSS1432	Yes	No	No	No	Yes	Yes	No	No	No	No	No	No	No	No	No	No	No	No	SYKES_RD	GRS-FALL RIVER	New England (ISO New England Control Area)	Landfill gas
MSS11052	No	No	No	No	Yes	Yes	No	No	No	No	No	No	No	No	No	No	No	No	UNDERSMW	GRTR NEW BEDFORD LFG UTIL PROJ	New England (ISO New England Control Area)	Landfill gas
MSS1051	Yes	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	UNDERSMW	HAL-BFI	New England (ISO New England Control Area)	Landfill gas
IMP32529	Yes	No	No	No	No	Yes	No	No	No	No	No	No	No	No	No	No	No	No	High Acres	High Acres	New York (NY ISO control area)	Landfill gas
IMP32690	Yes	No	No	No	Yes	Yes	No	No	No	No	No	No	No	No	No	No	No	No	High Acres	High Acres II	New York (NY ISO control area)	Landfill gas
MSS451	Yes	No	No	No	No	Yes	No	No	No	Yes	No	No	No	No	No	No	No	No	JOHNSTON	JOHNSTON LANDFILL	New England (ISO New England Control Area)	Landfill gas

401 - 450 : 645

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