

Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is entered into this 17th day of November, 2008, and is by and among **RIDGEWOOD GAS SERVICES LLC**, a Delaware limited liability company ("**RGS**"), and **RHODE ISLAND RESOURCE RECOVERY CORPORATION** ("**RIRRC**"), a Rhode Island corporation. RGS and RIRRC may sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, RIRRC is the owner of a certain landfill, commonly referred to as the "Central Landfill," located in the Town of Johnston, County of Providence, State of Rhode Island (as expanded or otherwise modified from time to time, the "Landfill");

WHEREAS, the current configuration of the Landfill, including the RIRRC Gas Collection System, the LKD Gas Collection System and the Condensate Control, Treatment and Disposal System (each as hereinafter defined) at the Landfill, are depicted on the Existing Site Plan attached hereto as Exhibit A;

WHEREAS, pursuant to the Existing Gas Services Agreement, RGS has operated the RIRRC Gas Collection System, and pursuant to the CGLP Gas Services Agreement, RGS had operated the LKD Gas Collection System;

WHEREAS, as of December 31, 2007, pursuant to the Termination and Assignment Agreement dated December 20, 2007 among CGLP, LKD, Ridgewood Providence Power, RGS and Rhode Island Gas Management LLC, RGS acquired the LKD Gas Collection System from LKD and terminated the CGLP Gas Services Agreement;

WHEREAS, pursuant to the Services Agreement, RGS will continue to operate the RIRRC Gas Collection System and the LKD Gas Collection System;

WHEREAS, pursuant to the Site Lease, RIRRC is granting to Rhode Island LFG Genco, LLC, a Delaware limited liability company and the sole member in RGS ("**RILG**"), the right to construct and operate the RILG Facilities and certain rights with respect to the Landfill Gas produced at the Landfill; and

WHEREAS, RIRRC and RGS now desire to enter into this Agreement to enable RGS to acquire the RIRRC Gas Collection System and the Condensate Control, Treatment and Disposal System subject to the terms and conditions set forth herein;

NOW THEREFORE, the Parties agree as follows:

ARTICLE I: TERM/DEFINITIONS

1.1 **Definitions.** Capitalized terms not otherwise defined herein have the meanings given to them in the Schedule of Definitions attached hereto.

Purchase and Sale Agreement

1.2 **Certain Interpretive Matters.** In this Agreement, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa. The term “includes” or “including” shall mean “including without limitation.” References to a section, article, exhibit or schedule shall mean a section, article, exhibit or schedule of this Agreement unless the context requires otherwise. All exhibits, annexes, schedules and other attachments to this Agreement are hereby deemed to be attached to this Agreement and incorporated herein by reference. The headings in this Agreement are included for convenience of reference only and shall not in any way affect the meaning or interpretation of this Agreement. The definitions of agreements, contracts and other documents contained in this Agreement which describe such agreements, contracts or documents are not intended to be a complete description of all terms of such agreements, contracts or documents and shall not in any way affect the interpretation of such agreements, contracts or documents. Whenever a representation and warranty is made in this Agreement “to the knowledge” of a party, the knowledge is the actual and constructive knowledge of the directors, officers, and management level personnel of the party.

ARTICLE II: PURCHASE AND SALE

2.1 **Purchase and Sale of Assets.** Prior to the Commercial Operation Date, RGS may purchase and acquire from RIRRC (the “Purchase”), and upon the request of RGS (as described below), RIRRC shall sell, assign, convey and transfer to RGS, all of RIRRC’s right, title and interest in and to the RIRRC Gas Collection System and the Condensate Control, Treatment and Disposal System, together with the associated warranties, licenses, contracts and other contractual rights and other assets, which are listed in **Exhibit B** (collectively, the “Assets”) on any date after the provision by RILG or an Affiliate of RILG of a notice to proceed with construction of the RILG Facilities to a construction contractor retained by RILG or such Affiliate to construct such RILG Facilities. RGS shall exercise its right to purchase the Assets under this Section 2.1 by providing a written notice of such exercise to RIRRC, and the Purchase shall occur on a date prior to the Commercial Operation Date (the “Acquisition Date”) selected by RGS in its sole discretion that is at least ten (10) Business Days after the date on which RGS provides such notice. The Purchase will be made or not made by RGS in its sole discretion (subject to the conditions described in this Section 2.1), and nothing set forth in this Agreement shall be deemed to obligate RGS to acquire the Assets at any time.

2.2 **Excluded Assets.** Notwithstanding anything to the contrary in this Agreement, there shall be excluded from the Assets to be sold, assigned, transferred, conveyed or delivered to RGS hereunder, and to the extent in existence on the Acquisition Date, there shall be retained by RIRRC, any and all right, title or interest to the following assets, properties and rights (collectively, the “Excluded Assets”):

- (a) the LCS; and
- (b) any right, title or interest of RIRRC with respect to Environmental Attributes, which Environmental Attributes are subject to and addressed under the Existing Environmental Attribute Agreements or the Site Lease.

Purchase and Sale Agreement

2.3 **Purchase Price.** The total consideration to be paid by RGS and received by RIRRC for the Assets shall be \$1.00 (the "Purchase Price").

2.4 **Books and Records.** On the Acquisition Date, (i) RIRRC shall sell, convey, transfer, assign and deliver to RGS all books, operating records, safety and maintenance manuals, engineering design plans, blueprints and as-built plans and surveys, compliance plans, safety plans and records, environmental procedures and similar records of RIRRC or in RIRRC's possession relating to RIRRC's ownership, operation or maintenance of the Assets other than and specifically excluding all tax records, Tax Returns, working papers, business records and other related documents dealing with the management and compliance of RIRRC as a business entity ("Books and Records"). RIRRC shall be entitled to retain copies of any or all of the Books and Records and RGS agrees that it will make such Books and Records reasonably available to RIRRC in order to review and make copies at RIRRC's expense of such Books and Records from time to time after the Acquisition Date during normal business hours and following reasonable notice. RIRRC shall be entitled to use its copies of such Books and Records and all information contained therein for such purposes as may be deemed necessary and appropriate by RIRRC in connection with all regulatory filings or other activities involving any Governmental Body, filing of Tax Returns and all other government matters reasonably related to RIRRC's prior ownership of the Assets.

2.5 **Closing.** The closing of the Purchase (the "Closing") shall take place, on the terms and subject to the conditions of this Agreement, on the Acquisition Date at the offices of Adler Pollock & Sheehan P.C., One Citizens Plaza, 8th Floor, Providence, Rhode Island, or such other place as the Parties mutually agree. The Closing shall be effective for all purposes as of 12:01 A.M. Eastern Time on the Acquisition Date.

2.6 **Closing Documents.** At the Closing, each of the following agreements, certificates or other documents required to consummate the Purchase shall be executed and delivered by the Parties thereto, or if previously executed and delivered, shall be in full force and effect (collectively, the "Closing Documents"):

- (a) the Related Agreements;
- (b) the Bill of Sale, dated the Acquisition Date, with respect to the Assets substantially in the form attached hereto as **Exhibit C**; and
- (c) such other instruments, documents and certificates reasonably required to consummate the Purchase contemplated hereby.

ARTICLE III: COVENANTS.

3.1 **Further Assurances.** Each of the Parties will use commercially reasonable efforts to take all actions and to do all things necessary, proper or advisable in order to consummate and make effective the transactions contemplated by this Agreement on or as soon as practicable after the Acquisition Date.

3.2 **Fillings.** Without limiting the generality of Section 3.1(a), RIRRC and RGS agree to provide to each other, or to such Person as either shall reasonably direct, such information

Purchase and Sale Agreement

relating to RIRRC or RGS as the other party reasonably deems appropriate for purposes of providing Governmental Bodies or any other Person requiring notice thereof with appropriate notice of the transactions contemplated hereby. The Parties shall consult with each other as to which Party should be principally responsible for, and the appropriate time of, filing any notifications or requests for approval required hereunder in connection with the consummation of the transactions herein contemplated and shall use their commercially reasonable efforts to make such filings at the agreed upon times, to respond promptly to any requests for additional information made by any Governmental Authorities, and to cause the applicable waiting periods to terminate or expire at the earliest possible date after each date of filing. The Parties will keep each other informed of the progress and actions related to complying with and completing all actions and requirements provided in this Agreement. Each party is responsible for its own fees, expenses and costs in respect of any filing.

3.3 **Waivers.** (a) RIRRC waives any rights it had to acquire or assume responsibility for the operation or maintenance of the LKD Gas Collection System pursuant to the Existing Gas Services Agreement or the CGLP Gas Services Agreement.

(b) RIRRC waives, and agrees that it will not exercise, any right to reacquire the Assets or to acquire any other assets of RGS by eminent domain or other statutory or common law right that it may otherwise have to reacquire the Assets or to acquire any other assets of RGS.

3.4 **Permits, Licenses and Contracts.** As of the Acquisition Date, RIRRC shall assign to RGS any of the Permits held by RIRRC that are capable of being assigned by RIRRC to RGS and that are required to be held in the name of RGS in order to permit RGS to own, operate and maintain the Gas Collection Systems and the CCS.

3.5 **Title to Landfill Gas and Environmental Attributes.** RIRRC and RGS hereby acknowledge that, while RGS will own and/or operate the Gas Collection Systems, it does not and will not at any time have title to the Landfill Gas in the Gas Collection Systems or to any Environmental Attributes originally arising or created on or after the Effective Date, which title shall at all times vest in RILG.

3.6 **License.** (a) Effective upon the Acquisition Date and continuing for the term of the Site Lease and subject to the terms of this Agreement, RIRRC hereby conveys to RGS, and RGS hereby accepts from RIRRC, the sole and exclusive possession and occupancy of the portions of the Landfill on which the RIRRC Gas Collection System, the CCS and RGS' other facilities are located, as denoted on the Existing Site Plan, as revised from time to time (subject to RIRRC's rights thereto as set forth herein), for the purposes set forth herein, including without limitation in such ways as may be related to and necessary, appropriate or convenient for the operation and maintenance of the Gas Collection Systems, the CCS and RGS' other facilities, including but not limited to the right (A) to bring onto and store on the Landfill all equipment, lubricants, solvents and the like used in any aspect of the operation of the Gas Collection Systems and the CCS and (B) to perform any act required by or permitted under any Permit, Legal Requirements and/or Environmental Law relating to the Services as contemplated under this Agreement.

Purchase and Sale Agreement

(b) All activities conducted by RGS, its employees, representatives, agents, contractors and subcontractors at the Landfill shall be (i) at RGS' sole risk and responsibility, (ii) conducted in a manner that does not unreasonably interfere in any respect with RIRRC's operation of the Landfill, and (iii) conducted in compliance with all applicable Legal Requirements, including requirements of any Permits relating to the Landfill.

(c) RIRRC reserves a right of reasonable access to the portions of the Landfill to which RGS has a license hereunder. RIRRC shall exercise such right of access in a manner that does not unreasonably interfere with RGS' rights hereunder, unless RIRRC's purpose is to exercise its rights and remedies under this Agreement following a default by RGS under, or a termination of, this Agreement. Except in the case of emergencies where prior notice shall not be required, such right of access shall be exercised by advanced written notice to RGS in a timely manner appropriate under the circumstances. RIRRC also reserves the right to grant to third parties easements or other access rights to the Landfill as deemed necessary or appropriate by RIRRC for its use and operation of the Landfill and to comply with applicable Legal Requirements, such third parties to include, but not be limited to, any Governmental Body, utility providers, electricity or other power generators or providers and RIRRC contractors, provided, however, that such easements or access rights do not unreasonably interfere with the rights granted to RGS under this Agreement.

3.7 **Condition of Assets.** Prior to the Acquisition Date and subject to RGS's obligations under the Services Agreement, RIRRC shall maintain the Assets in the ordinary course consistent with Good Engineering Practices (including the continued scheduling and performance of regular and customary maintenance and maintenance overhauls), unless otherwise contemplated by this Agreement or with the prior written consent of RGS. Without limiting the generality of the foregoing, RIRRC shall not, without the consent of RGS:

(a) sell, lease (as lessor), transfer or otherwise dispose of, any Assets, other than as used, consumed or replaced in the ordinary course of business consistent with Good Engineering Practices, or materially encumber, pledge, mortgage or suffer to be imposed on any Assets any material encumbrance;

(b) make any material change in the levels of inventories customarily maintained by RIRRC with respect to the Assets, except in the ordinary course of business and such changes that are consistent with Good Engineering Practices; or

(c) terminate, materially amend or otherwise materially modify any material contract, lease or Permit other than in the ordinary course of business, as required by any Governmental Body, as may be required in connection with any Legal Requirement, or as may be required in connection with transferring RIRRC's rights or obligations thereunder to RGS pursuant to this Agreement.

ARTICLE IV: REPRESENTATIONS AND WARRANTIES OF RGS

RGS hereby represents and warrants to RIRRC as follows as of the Effective Date:

4.1 **Brokers or Finders.** No agent, broker, investment or commercial banker, Person or firm acting on behalf of RGS or under the authority of RGS is or will be entitled to any

Purchase and Sale Agreement

broker's or finder's fee or any other commission or similar fee, directly or indirectly in connection with the Purchase contemplated herein.

4.2 **Independent Investigation.** RGS acknowledges that (a) it has been provided access to the Landfill, the Books and Records, and the officers and employees of RIRRC relating to the Assets as part of its due diligence in its evaluation regarding the Purchase and (b) in making the decision to enter into this Agreement and consummate the Purchase contemplated hereby, RGS has relied on both its "due diligence" as outlined above and on the representations, warranties, covenants and agreements of RIRRC set forth in this Agreement, the other Related Agreements and the Closing Documents. Accordingly, RGS acknowledges that, except as expressly set forth herein, in the other Related Agreements or in any Closing Document and subject to all the terms and conditions hereof, RIRRC HAS NOT MADE, AND RIRRC HEREBY EXPRESSLY DISCLAIMS AND NEGATES, ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE RELATING TO THE PHYSICAL CONDITION, DESIGN AND/OR LAYOUT OF THE ASSETS OR ANY OF THEM, INCLUDING ANY OTHER REPRESENTATION OR WARRANTY REGARDING ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO RGS BY OR ON BEHALF OF RIRRC. UNLESS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE OTHER RELATED AGREEMENTS, RIRRC FURTHER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE VALUE OF THE ASSETS OR THE PROSPECTS (FINANCIAL OR OTHERWISE), RISKS AND OTHER INCIDENTS OF SUCH ASSETS. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE OTHER RELATED AGREEMENTS, THE ASSETS ARE BEING ACQUIRED IN AN "AS-IS, WHERE-IS" CONDITION WITHOUT REPRESENTATION OR WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; PROVIDED, HOWEVER, THAT NO DISCLAIMER HEREIN SHALL APPLY TO ANY ADVERSE CONDITION OF THE ASSETS RESULTING FROM RIRRC'S BREACH OF THE EXISTING GAS SERVICES AGREEMENT, NEGLIGENCE OR WILLFUL MISCONDUCT.

ARTICLE V: REPRESENTATIONS AND WARRANTIES OF RIRRC

RIRRC hereby represents and warrants to RGS as follows as of the Effective Date:

5.1 **Related Agreements.** To the best of RIRRC's knowledge, without further investigation, there is no agreement relating to the ownership and operation of the RIRRC Gas Collection System and the CCS other than the Existing Gas Services Agreement and the Related Agreements.

5.2 **Assets.** RIRRC has not, either individually or jointly, mortgaged, pledged or subjected to any encumbrance, either voluntarily or involuntarily, any portion of the Assets, and RIRRC will convey good and marketable title to the Assets to RGS, at Closing, free and clear of any encumbrance or hypothecation of any sort whatsoever. RIRRC has not decreased in any material respect any expenditures made with respect to the maintenance and repairs of the Assets, nor has RIRRC experienced any damage to or destruction or loss of any portion of the Assets or property constituting a portion of the Assets, whether or not covered by insurance,

Purchase and Sale Agreement

materially and adversely affecting the Assets and/or its business financial condition. The Assets, specifically the RIRRC Gas Collection System and the CCS, are in good operating condition and in a good state of repair.

5.3 **Brokers or Finders.** No agent, broker, investment or commercial banker, person or firm acting on behalf of RIRRC or under the authority of RIRRC is or will be entitled to any broker's or finder's fee or any other commission or similar fee, payable by RGS in connection with the Purchase.

ARTICLE VI: INDEMNIFICATION

6.1 **RGS Indemnification.** Except with respect to indemnification for Environmental Claims, which are subject to Section 6.3 hereof, RGS shall defend, indemnify and save and hold RIRRC, its Affiliates, employees, directors, officers, representatives, successors and assigns, jointly and severally harmless from and against any and all claims, demand, losses, costs (including, without limitation, attorney's fees and legal costs), expenses, damages, suits, actions, proceedings, causes of action, obligations and liabilities of whatever character (each individually, a "Loss") due to: (a) injury to or death of persons, (including RGS' employees and notwithstanding any defense to such indemnification available to RGS under any worker's compensation statute), and (b) loss or destruction of or damage to property; provided that, in the case of (a) and (b) above, such indemnity obligation is limited to the extent of Loss caused by (x) RGS' ownership of the Gas Collections Systems and the Condensate Control, Treatment and Disposal System on and after the Acquisition Date, (y) any violation by RGS of any Legal Requirement or (z) any breach of this Agreement (including representation or warranty herein) intentional misconduct, negligent act or omission of RGS or its employees and RGS' subcontractors or their employees or anyone acting on RGS' behalf. Notwithstanding the above, nothing in this provision shall be construed to limit any right that RGS may have to seek common law statutory indemnity and/or contribution from RIRRC. RGS' indemnification obligation is limited to the extent of RGS' assets. The Parties agree that recourse under this provision shall be limited to RGS, its successors and assigns and the Parties shall not assert claims against any Affiliate of RGS (other than a successor or assignee of RGS) for recovery under this provision.

6.2 **RIRRC Indemnification.** Except with respect to Environmental Claims, which are subject to Section 6.3 hereof, RIRRC shall defend, indemnify, save and hold RGS, its Affiliates, employees, directors, officers, representatives, successors and assigns, jointly and severally harmless from and against any Loss due to: (a) any flares on the Landfill not having all of the required Permits on the Acquisition Date, (b) injury to or death of persons, (including, without limitation, RIRRC employees and notwithstanding any defense to such indemnification available to RIRRC under any worker's compensation statute), or (c) loss or destruction of or damage to property; provided that, in the case of (b) and (c) above, such indemnity obligation shall be limited to the extent of Loss caused by (x) RIRRC's ownership of the RIRRC Gas Collection System and the Condensate Control, Treatment and Disposal System prior to the Acquisition Date, (y) any violation by RIRRC of any Legal Requirement or (z) any breach of this Agreement (including any representation or warranty herein) intentional misconduct, negligent act or omission of RIRRC or its employees and RIRRC's subcontractors (except RGS, Ridgewood Generation, or any of RGS' or Ridgewood Generation's successors, assigns or

Purchase and Sale Agreement

Affiliates) or their employees or anyone acting on RIRRC's behalf. Notwithstanding the above, nothing in this provision shall be construed to limit any right that RIRRC may have to seek common law or statutory indemnity and/or contribution from RGS.

6.3 **Environmental Indemnity.** (a) RIRRC shall indemnify, defend and save and hold RGS and each of its partners, Affiliates, employees, directors, officers, representatives, successors and assigns, jointly and severally, harmless from and against any Environmental Claim arising after the Acquisition Date, including, but not limited to, reasonable expenses for legal (including, without limitation, attorney's fees), accounting, consulting, engineering, investigation, cleanup, response, removal and/or disposal and other remedial costs, directly or indirectly imposed upon, incurred by or asserted against RGS arising out of or in connection with any Environmental Claims by any person or person (including, without limitation, a Governmental Body) not arising from RGS' gross negligence or intentional misconduct; provided, however, that the indemnification provided under this Section 6.3(a) shall not include fines and penalties under any Environmental Law to the extent that such fines and penalties do not exceed \$250,000 in any year.

(b) RGS shall indemnify, defend and save and hold RIRRC and each of its partners, Affiliates, employees, directors, officers, representatives, successors and assigns, jointly and severally, harmless from and against any Environmental Claim arising after the Acquisition Date, including, but not limited to, reasonable expenses for legal (including, without limitation, attorney's fees), accounting, consulting, engineering, investigation, cleanup, response, removal and/or disposal and other remedial costs, directly or indirectly imposed upon, incurred by or asserted against RIRRC arising out of or in connection with any Environmental Claims by any person or person (including, without limitation, a Governmental Body) arising from RGS' gross negligence or intentional misconduct.

6.4 **Notice Required, Cooperation.** An Indemnified Party seeking to be indemnified under this Agreement shall provide the Indemnifying Party from which it is seeking such indemnification prompt written notice of the matter for which such Indemnified Party is seeking indemnification. Such notice seeking indemnification shall set forth the particulars of the claim and include a copy of any claim, petition, complaint or other writing giving rise to such claim for indemnification. Such Indemnifying Party shall provide written acknowledgment that either it will assume the defense and indemnification hereunder or disputes that indemnification applies within fourteen (14) days of receipt of notification of a claim. Upon such acknowledgment by the Indemnifying Party that it will assume the defense and indemnification of such claim, such Party may assert any defenses it deems advisable in its sole discretion, including, without limitation, defenses that are or would otherwise be available to the Indemnified Party(ies). The Indemnified Party shall cooperate with the defense of any claim. Cooperation shall include, but not be limited to, permitting counsel selected by the Indemnifying Party to represent it; making any officers or employees available to defense counsel for interview or to give testimony; making the facility or site available to defense counsel and any experts hired in connection with the defense of any claim; and making all documents and things relevant to the claim available to defense counsel. The indemnification provided hereunder shall include any reasonable costs incurred by the Indemnified Party at the request of, or to cooperate fully with, the Indemnifying Party. The Indemnified Party may not compromise or settle the claim without waiving indemnification hereunder unless it first obtains the prior written consent of the Indemnifying

Purchase and Sale Agreement

Party. If the Indemnifying Party fails or refuses to assume the defense of any claim for which it has been given notice under this Section, the Indemnified Party may itself defend against such claim, and, after commencing to defend against such claim, shall have no further obligation to involve the Indemnifying Party in the defense. In such event, to the extent the Indemnified Party is determined to be entitled to indemnity hereunder, the Indemnifying Party shall be obligated to pay the amount of any Loss, and, in addition, the Indemnifying Party shall pay all costs, including, without limitation, reasonable legal expenses, incurred by the Indemnified Party in defending and/or settling such claim.

ARTICLE VII: LIMITATION OF DAMAGES

7.1 **Limitation of Remedies, Liability and Damages.** NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

7.2 **Mitigation.** Each Party agrees that the provisions of this Agreement set forth the rights and obligations of the Parties in the event of a breach of the terms hereof, and that in the case of any provision for which one or more express remedies or measure of damages is herein provided, neither Party shall have any duty to mitigate any such damages that it may incur as a result of the other Party's performance or non-performance of this Agreement, except to the extent the terms of this Agreement expressly require the taking of action that would constitute such a mitigation. Each Party shall have the duty to mitigate any damages for which no express remedies or measure of damages is herein provided.

ARTICLE VIII: MISCELLANEOUS

8.1 **Notices.** All notices, requests, demands, claims, consents and other communications or deliveries provided for in this Agreement shall be in writing and delivered by messenger, prepaid first class registered mail, or by e-mail, first class mail, or facsimile confirmed by prepaid first class registered mail to a party at its address specified below or to such other person or address as shall be designated by such party in a written notice to the sender. All such notices and communications shall be effective: (a) if mailed, on the day that receipt of delivery is received by the party sending the notice; (b) on the next Business Day for the intended recipient after being delivered to a service for overnight delivery; (c) if sent by facsimile or by e-mail, on the day transmitted by facsimile or by e-mail; provided, that any notice so delivered after 5 p.m. local time at the location of the intended recipient; shall be effective on the next Business Day of the intended recipient; or (d) if by personal service, upon delivery:

Purchase and Sale Agreement

If to RIRRC:

Rhode Island Resource Recovery
Corporation
65 Shun Pike
Johnston, Rhode Island 02919-4512
Attn: Director of Regulatory Compliance
Fax: (401) 942-9814

With a copy to:

Rodio & Ursilio Ltd.
86 Weybosset St.
Providence, RI 02903
Attn: Joseph Rodio, Esq.
Fax: (401) 331-0436

If to RGS:

Ridgewood Gas Services LLC
c/o Ridgewood Renewable Power LLC
947 Linwood Avenue
Ridgewood, New Jersey 07450
Attn: General Counsel
Fax: (201) 447-0474

With a copy to:

Day Pitney LLP
242 Trumbull Street
Hartford, CT 06103
Attn: Paul N. Belval, Esq.
Fax: (860) 275-0343

8.2 Claims, Disputes, Governing Law.

(a) Any claim or dispute which either Party may have against the other, arising out of this Agreement, shall be submitted in writing to the other Party not later than ninety (90) days after the circumstances which gave rise to the claim or dispute having taken place. The submission of any claim of dispute shall include a brief, concise statement of the question or issue in dispute, together with the relevant facts and documentation to fully support the claim.

(b) If any such claim or dispute arises, the Parties shall use their commercially reasonable efforts to resolve the claim or dispute, initially through good faith negotiations or upon the failure of such negotiations, through Alternative Dispute Resolution ("ADR") techniques in accordance with procedures mutually agreed to by the Parties. However, as part of any such procedure, the Parties agree not to withdraw from any such ADR procedure until a decision or ruling has been issued. The Parties specifically agree, however, that any such decision shall be non-binding and any Party is free, after the receipt and review of such decision or ruling, to proceed in accordance with Section (c) hereof.

(c) If any claim or dispute arising hereunder is not resolved pursuant to Section (b) hereof, either Party may, upon giving written notice, initiate litigation to submit such claim or dispute to the Providence County Superior Court and that the law of the State of Rhode Island, irrespective of its conflict of laws provisions shall govern. Notwithstanding anything contained in this Section 8.2, no party waives its right to seek injunctive relief to protect, secure and maintain its rights, with such right to seek injunctive relief also brought in the Providence County Superior Court.

8.3 No Partnership or Joint Venture. Nothing in this Agreement shall be construed as creating a partnership or joint venture among the Parties or creating liability on the part of one Party for the acts or omissions of any other Party.

Purchase and Sale Agreement

8.4 **Waiver.** Waiver by a Party of any breach of this Agreement shall not constitute a waiver of any other breach or of any future breach.

8.5 **Assignment.**

(a) Neither Party shall effect an Assignment of this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may, without the need for consent from the other Party (and, except as hereinafter provided, without relieving itself from liability hereunder), make an Assignment of this Agreement (i) to an Affiliate of such Party upon the other Party's receipt of proof satisfactory to it of such assignee's financial security or (ii) for Financing Assignment. Any assignee of all or any portion of a Party's interest hereunder shall assume and agree in writing to perform all of the obligations of its assignor arising hereunder after the effective date of such Assignment. Any Party making an Assignment (the "Assignor") pursuant to this Section 8.5 shall promptly notify the other Party thereof and furnish such Party a copy of such Assignment.

(b) In the event that either Party makes a Financing Assignment as contemplated by this Section 8.5, the other Party shall, upon the reasonable request of the Assignor, cooperate with the Assignor in order to deliver such customary additional documentation as the Lender may reasonably request in order to effectuate the financing transaction. Such additional documentation may include the following (without limitation): (1) an acknowledgment by the non-assigning Party of the Financing Assignment; (2) an estoppel certificate confirming the absence of (or identifying existing) breaches of this Agreement by either of the Parties; and (3) an Agreement under which the non-assigning Party will provide the Lender with (A) all notices of default and/or termination of this Agreement, (B) upon default by the Assignor under this Agreement, rights of the Lender to cure such defaults and otherwise perform the obligations of the Assignor under this Agreement, (C) upon default by the Assignor with respect to the financing transaction, "step-in" rights of the Lender (or an assignee of that Lender) (a "Lender Assignee") to assume the rights and obligations of the Assignor under this Agreement without the consent of the non-assigning Party, and (D) the right of the Lender to receive direct payments of any amounts due to the Assignor. Neither the Lender nor a Lender Assignee shall be deemed to have assumed the obligations of Assignor under this Agreement until the Lender or such Lender Assignee acquires the rights of Assignor under this Agreement by virtue of the exercise by Lender of its foreclosure or "step-in" rights. In addition, having assumed the obligations of Assignor hereunder, the Lender (but not the Assignor) shall be released from liability under this Agreement upon the Lender's assignment of this Agreement to a Lender Assignee, provided such Lender Assignee assumes all obligations of Assignor hereunder.

(c) This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

8.6 **Entire Agreement.** This Agreement and all Exhibits constitute the sole agreement and understanding between the Parties pertaining to the transactions contemplated herein, and no representations, warranties or inducements, express or implied, have been made by either Party to the other except as set forth herein. No modification, amendment or alteration

Purchase and Sale Agreement

of the terms herein contained shall be binding unless such modification or alteration is in writing, dated subsequent hereto, and duly executed by an authorized officer of the Parties hereto.

8.7 **Severability.** Should any provision of this Agreement be held unenforceable in law, such provision shall be severed from this Agreement and the balance of the Agreement shall be binding on the Parties as if the severed provision had never existed, unless the performance of the Agreement is thereby rendered legally impractical or no longer fulfills the Parties' objectives.

8.8 **Conflicts; Controlling Agreement.** This Agreement and the Related Agreements shall be construed harmoniously to the greatest practicable extent; however, notwithstanding the foregoing, in the event of any conflict between this Agreement and/or the Related Agreements relating to the subject matter of this Agreement, the Site Lease shall govern.

8.9 **Survivability.** Article VI and Article VIII shall survive the termination or expiration of this Agreement. In addition, applicable provisions of this Agreement shall survive for the period designated in such provisions or, if no such period is designated, to the extent and for a period of time necessary to satisfy any outstanding obligations and provide for final billings and payments or adjustments relating to the period of time prior to termination or expiration.

8.10 **No Third Party Beneficiaries.** Nothing contained herein is intended or shall be deemed to create or confer any rights upon any third person not a party hereto, whether as a third-party beneficiary or otherwise, except as expressly provided herein.

8.11 **Multiple Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one of such counterparts, provided that the counterpart produced bears the signature of the Party sought to be bound.

8.12 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of RIRRC and RGS, and their respective successors and permitted assigns.


[Remainder of page intentionally left blank.]

Purchase and Sale Agreement

IN WITNESS WHEREOF, the Parties have set their hands as of the date first set forth above.

RIDGEWOOD GAS SERVICES LLC

By: Ridgewood Management Corporation,
its Manager

By: 
Name: Randall D. Holmes
Title: President and Chief Executive Officer

RHODE ISLAND RESOURCE RECOVERY CORPORATION

By: 
Name: Michael J. O'Connell
Title: Executive Director

Witnessed by:
Patricia A. Cerbo
11/17/08

Signature Page to Purchase and Sale Agreement

Purchase and Sale Agreement

Exhibit A

Existing Site Plan

Attached



RIDGEWOOD CAPITAL

201-447-0474

11:45

06/28/2003

RI RESOURCE RECOVERY CORP.

CENTRAL LANDFILL SITE PLAN
PROPOSED BOX ENGINE LOCATION

P
PARE

THE ENGINEERING COMPANY
1000 ROUTE 1
SUITE 100
06-100-0000

CZA

CZA
Geo Environmental, Inc.
1000 ROUTE 1
SUITE 100
06-100-0000



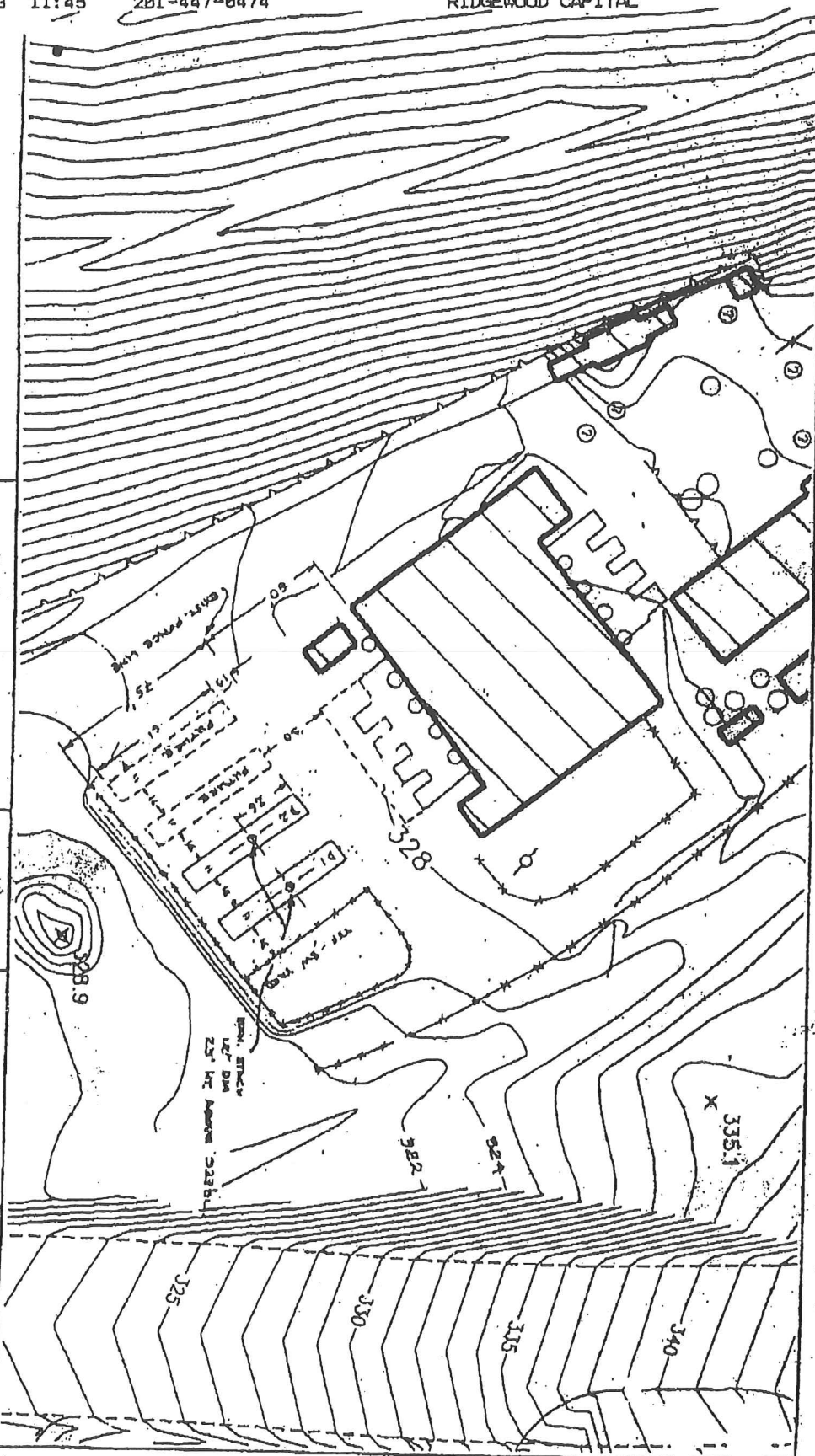
Scale: 1" = 40'

Project No.

DWG FOR: RPP REDEMPTION II

SHEET

OF

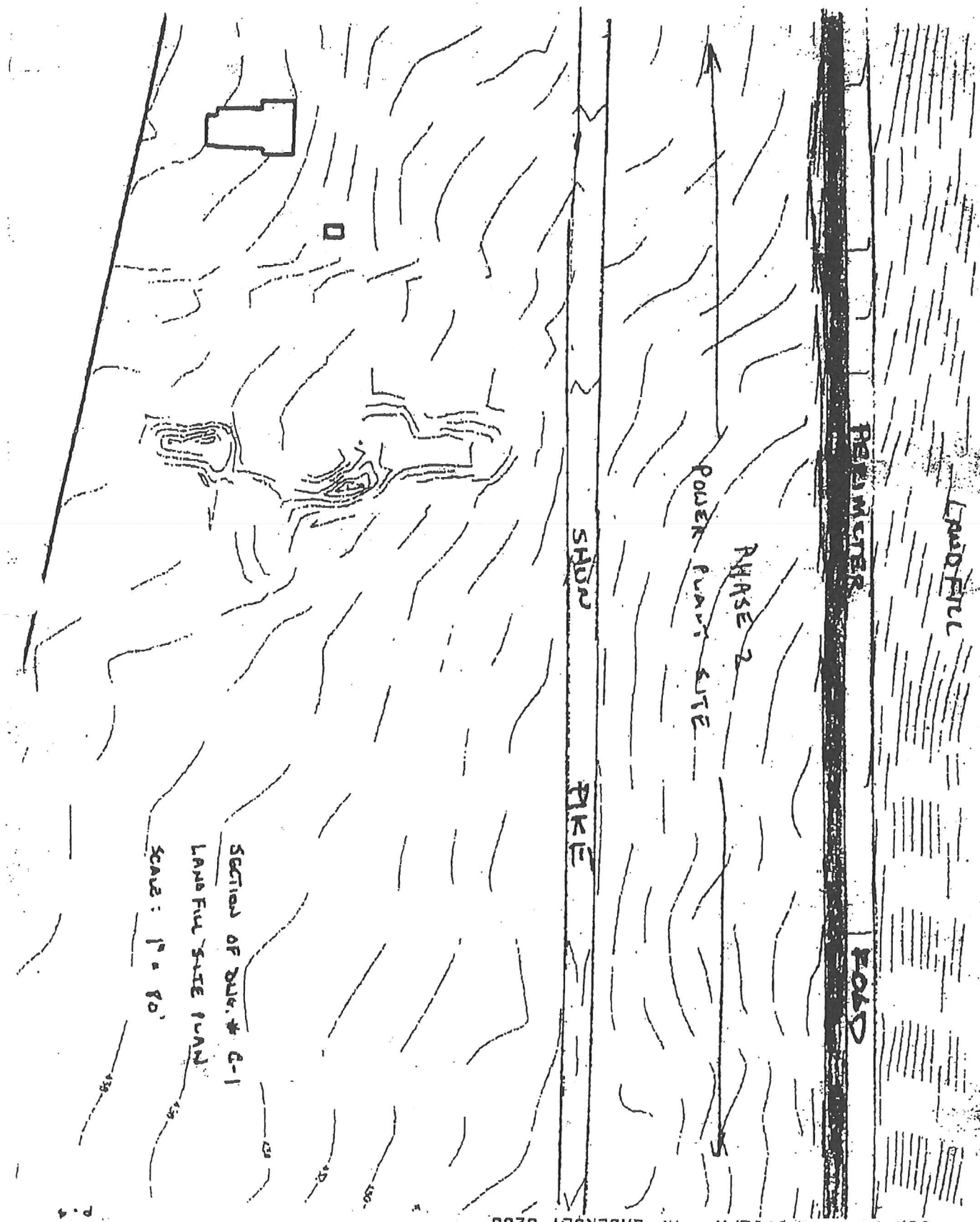


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RIDGEWOOD CAPITAL

PAGE 02/02



Purchase and Sale Agreement**Exhibit B****Assets**

The following are “Assets” under this Agreement:

The RIRRC Gas Collection System and the Condensate Control, Treatment and Disposal System, as shown on the attached plan, and any other meters, pipes, wells, traps, valves and other equipment and inventory used in connection with the management and use of the RIRRC Gas Collection System and the Condensate Control, Treatment and Disposal System.

Form of Bill of Sale**BILL OF SALE**

This Bill of Sale ("Agreement") is made as of this [] day of [], [], by **RHODE ISLAND RESOURCE RECOVERY CORPORATION**, a Rhode Island corporation ("**RIRRC**"), to **RIDGEWOOD GAS SERVICES LLC**, a Delaware limited liability company ("**RGS**"). All terms not otherwise defined herein shall be defined as set forth in the Purchase and Sale Agreement (as defined below). RIRRC and RGS may sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated as of November 17, 2008 by and among RIRRC and RGS (the "Purchase and Sale Agreement"), RIRRC has agreed to sell, assign, convey and transfer certain assets to RGS;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, RIRRC, intending to be bound, agrees as follows:

1. Subject to Section 2 below, RIRRC hereby sells, assigns, conveys and transfers to RGS, its successors and assigns, all of RIRRC's right, title and interest, legal and equitable, in and to all of the following:

The RIRRC Gas Collection System and the Condensate Control, Treatment and Disposal System, together with associated warranties, licenses, contracts, other contractual rights and other personal property set forth on **Exhibit A** attached hereto (the "Assets").

2. RGS hereby covenants and agrees that aside from specific representations or warranties set forth herein or in the Purchase and Sale Agreement and the other Related Agreements, RIRRC makes no representations or warranties with respect to the Assets or their fitness of purpose for which RGS is acquiring them. Each Party hereby confirms the representations and warranties made by it in the Purchase and Sale Agreement.

3. Subject to Section 2 hereof, RIRRC covenants and agrees to warrant and defend title to the Assets against the claims of any person, firm, corporation or association.

4. RIRRC hereby covenants that from time to time after the delivery of this Agreement, RIRRC shall, at the request of RGS, execute and deliver such further instruments of conveyance, transfer and assignment and take such other action as may reasonably be requested in order to convey, transfer and assign more effectively to RGS the Assets, to confirm title of RGS thereto or to assist RGS in exercising rights thereto.

5. Nothing in this Agreement, express or implied, is intended or shall be construed to give to any Person, other than RGS and RIRRC and their respective successors and assigns,

Purchase and Sale and Landfill Gas Services Agreement

any right, remedy, claim or cause of action under or by reason of this Agreement, or any terms, covenants or conditions hereof.

6. This Agreement is effective as of the date first written above.

7. This Agreement shall be governed by the laws of the State of Rhode Island, without application of principles of conflicts of laws.

8. The Parties shall resolve any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity hereof pursuant to Section 8.2 of the Purchase and Sale Agreement.

9. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

10. This Agreement, together with the Purchase and Sale Agreement, constitutes the sole agreement and understanding between the Parties pertaining to the transactions contemplated herein and therein, and supercede all prior agreements and understandings, whether oral or written, relating to the subject matter of this Agreement and the Purchase and Sale Agreement and no representations, warranties or inducements, express or implied, have been made by either Party to the other except as set forth herein and in the Purchase and Sale Agreement. No modification, amendment or alteration of the terms herein contained shall be binding unless such modification or alteration is in writing, dated subsequent hereto, and duly executed by an authorized officer of the Parties hereto.

11. Should any provision of this Agreement be held unenforceable in law, such provision shall be severed from this Agreement and the balance of the Agreement shall be binding on the Parties as if the severed provision had never existed, unless the performance of the Agreement is thereby rendered legally impractical or no longer fulfills the Parties' objectives.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one of such counterparts, provided that the counterpart produced bears the signature of the Party sought to be bound.

13. Waiver by a Party of any breach of this Agreement shall not constitute a waiver of any other breach or of any future breach.

[Signature page below]

Purchase and Sale and Landfill Gas Services Agreement

IN WITNESS WHEREOF, RIRRC and RGS have executed this Agreement as of the date first set forth above.

In the presence of:

RHODE ISLAND RESOURCE
RECOVERY CORPORATION

Witness

By: _____
Name:
Title:

RIDGEWOOD GAS SERVICES LLC

By: Ridgewood Power Management
Corporation, its Manager

Witness

By: _____
Name:
Title:

Purchase and Sale Agreement

Attachment

Schedule of Definitions

[See Attachment to Amended and Restated Site Lease and Landfill Gas Delivery Agreement]

Schedule of Definitions

SCHEDULE OF DEFINITIONS

As used in the Amended and Restated Site Lease and Landfill Gas Delivery Agreement dated as of November 17, 2008 (as amended, restated or modified from time to time, the "Site Lease") between Rhode Island LFG Genco, LLC ("RILG") and Rhode Island Resource Recovery Corporation ("RIRRC"), the Amended and Restated Landfill Gas Services Agreement dated as of November 17, 2008 among Ridgewood Gas Services LLC ("RGS"), RIRRC and, solely as to Sections 3.2 and 3.3, RILG (as amended, restated or modified from time to time, the "Services Agreement") and the Purchase and Sale Agreement dated as of November 17, 2008 between RGS and RIRRC (as amended, restated or modified from time to time, the "Purchase and Sale Agreement"), the following terms shall have the following meanings unless the context clearly requires otherwise:

"1987 Lease Agreement" shall have the meaning given in the Recitals to the Site Lease.

"2003 Site Lease and Landfill Gas Delivery Agreement" shall have the meaning given in the Recitals to the Site Lease.

"Acceptable Insurance Company" means an insurance company (a) having an insurer claims paying ability rating no less than AA- by Standard & Poors Rating Group and Aa3 by Moody's Investor Service or (b) acceptable to the other Party in its sole discretion.

"Acquisition Date" shall have the meaning given in Section 2.1 of the Purchase and Sale Agreement.

"Additional Insureds" shall have the meaning given in Section 9.1(c) of the Site Lease.

"ADR" shall have the meaning given in Section 13.2 of the Services Agreement.

"Affiliate" of a person means an entity that directly, or indirectly through one or more intermediate entities, has ownership of or is owned by, or controls or is controlled by, that person or is under common control with that person. For purposes of the foregoing, "ownership" or "control" of a person means that an entity possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities or by contract or otherwise.

"Applicable Bankruptcy Law" shall have the meaning given in Section 10.1(e) of the Site Lease.

"Approval" means any action, approval, consent, waiver, exemption, variance, franchise, order, permit, authorization, right or license of or from a Governmental Body, including any modification or renewal of the foregoing.

"Assets" shall have the meaning given in Section 2.1 of the Purchase and Sale Agreement and are identified on Exhibit B to the Purchase and Sale Agreement.

Schedule of Definitions

"Assignment" shall have the meaning given in Section 17.1(a) of the Site Lease.

"Books and Records" shall have the meaning given in Section 2.4 of the Purchase and Sale Agreement.

"Btu" means one (1) British thermal unit, which is the amount of heat required to raise the temperature of one (1) pound of water from fifty-nine degrees Fahrenheit (59°F) to sixty degrees Fahrenheit (60°F).

"Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

"CGLP" means Central Gas Limited Partnership.

"CGLP Services Agreement" shall have the meaning given in the Recitals to the Services Agreement.

"Cited Party" shall have the meaning given in Section 10.1(d) of the Site Lease.

"Closing" shall have the meaning given in Section 2.5 of the Purchase and Sale Agreement.

"Closing Documents" shall have the meaning given in Section 2.6 of the Purchase and Sale Agreement.

"Commercial Operation Date" means the first date on which Plant C makes commercial deliveries of electric power.

"Commercial Operation Year" means each one-year period beginning on the Commercial Operation Date and on each anniversary of the Commercial Operation Date.

"Condemnation Proceeds" means any compensation, award, or other payment or relief received as a result of a condemnation proceeding.

"Condensate Control, Treatment and Disposal System" or "CCS" means the wells, pipes, traps, valves, pump stations and other equipment dedicated to the collection, conveyance, treatment and disposal of condensate produced by the RILG Facilities, including but not limited to all secondary condensate produced downstream from the Demarcation Point, but does not include any portion of the LCS. The Condensate Control, Treatment and Disposal System, as it exists on the Effective Date, is identified as such on the Existing Site Plan.

"Confidential Information" means the contents of each of the Site Lease and the Services Agreement and all information representations, documents, drawings, Permits, Approvals, plans, contracts, agreements and data received thereunder.

"Consumer Price Index" or "CPI" means the Consumer Price Index for all Urban Consumers (CPI-U); selected areas, all items index, under the category "Energy" as compiled by the U.S. Department of Labor, Bureau of Labor Statistics. If the manner in which the CPI is

Schedule of Definitions

determined is substantially revised such that the CPI no longer serves the purposes of this Agreement or the CPI becomes unavailable, RILG and RIRRC shall agree to cooperate in good faith to determine an acceptable substitute.

"Damaged Facilities" shall mean any assets or facilities that become subject to a casualty.

"Decommissioning" shall include, at a minimum, opening and locking of all electrical circuit breakers, physical disconnection from the electric grid, draining and proper disposal of all fluids, removal and disposal of all potentially hazardous materials and removal of all personal property and records.

"Decommissioning Date" shall mean June 1, 2010.

"DEM" shall have the meaning given in Section 10.1(d) of the Site Lease.

"Defaulting Party" means a Party that is responsible for an Event of Default.

"Demarcation Point" means the downstream flange at the intersection of (A) the proposed perimeter header and (B) the proposed main gas feed header to be constructed by RGS as part of the Interim Gas Management Plan for the purpose of conveying landfill gas from the perimeter header of the Gas Collection Systems to the Pre-treatment Site.

"Effective Date" means November 17, 2008.

"Environmental Attribute" means any attribute currently existing or hereafter created relating to the preservation or enhancement of the environment that may be currently claimed or is otherwise available, or may become available in the future, to RIRRC or to RILG or to both of them or any of their Affiliates as a result of the operation of the Landfill, the collection and destruction of Landfill Gas collected from the Landfill by the Gas Collection Systems and/or the RILG Facilities, the production of electricity by RILG or its Affiliates that meets the certification requirements for power produced from renewable resources, or otherwise as a result of the activities of the Parties relating to the foregoing that are not currently known to one or both of the Parties under any treaty or other intergovernmental compact, statute, decision, law, rule, regulation, bylaw, administrative decision, interpretation, program (including any voluntary compliance or membership program), competitive market or business method that is adopted, administered or otherwise required by any Governmental Body, electric power pool, independent system operator, regional transmission organization, voluntary association or other organization having jurisdiction over, or commercial relationships with, either of the Parties. Environmental Attributes shall include, without limitation, renewable energy credit and certificates, emission credits, emission measurements, emission allowances, emission offset rights, incentives for the construction of environmentally favorable facilities or the abatement of substances harmful to the environment, and all certificates, accounting records and entries and other evidences of Environmental Attributes, however measured or in whatever form, whether or not tradable or assignable. Notwithstanding the foregoing, Environmental Attributes shall not include (A) electric energy, capacity, reserves or any other related product produced by the RILG Facilities or (B) any of such attributes to the extent that such attributes consist of the Tax Credits or other federal, state or local tax credits, depreciation allowances or other incentives that may be

Schedule of Definitions

claimed by RILG or its Affiliates on its tax returns or grants or other direct third-party subsidies received by either Party.

"Environmental Claim" means causes of action, claims, fines, penalties, damages, demands, administrative or judicial proceedings, notices of noncompliance or violation, consent orders or consent agreements ("Claims") arising from activities of any of the Parties conducted on or in connection with the Landfill, including, without limitation, the ownership and operation of the Gas Collection Systems, the Leachate Control, Treatment and Disposal System, the Condensate Control, Treatment and Disposal System, the Landfill, the flares located on the Landfill, or the RILG Facilities, or the permitting, installation, operation, maintenance, reporting or other activities with respect to any of the foregoing or the use or occupancy thereof and arising, or alleged to arise, out of any (A) violation of any Environmental Law, (B) action by a Governmental Body for enforcement, clean-up, removal, response or remedial action or damages, pursuant to any Environmental Law, or (C) compensation, or injunctive relief resulting from injuries to persons or property due to (i) an alleged violation of any Environmental Law or (ii) any release of Hazardous Material.

"Environmental Law" means any and all existing and future federal, state, local and other governmental and quasi-governmental laws (whether under common law, statute, rule, regulation or otherwise), requirements under Approvals issued with respect thereto, and other requirements of governmental and quasi-governmental authorities relating to human health, human safety or the environment or to any Hazardous Material including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as heretofore or hereafter amended from time to time, the Federal Clean Air Act, 42 U.S.C. §7411 *et seq.*, as heretofore or hereafter amended from time to time, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, as heretofore or hereafter amended from time to time, the Federal Clean Water Act, 33 U.S.C. § 1251 *et seq.*, as heretofore or hereafter amended from time to time, and the State Air Pollution Control Act, RIGL §23-23 *et seq.*, as heretofore or hereafter amended from time to time.

"EPA" shall have the meaning given in Section 10.1(d) of the Site Lease.

"Event of Default," as to the Site Lease shall have the meaning given in Section 10.1 thereof, and as to the Services Agreement, shall have the meaning given in Section 9.1 thereof.

"Event of Force Majeure" means an act of God, strike, lockout or industrial dispute or disturbance, civil disturbance, an act of the public enemy, war (whether or not declared), a riot, blockage, insurrection, an epidemic, winds, hurricane, tornado, landslide, lightning, windstorm, earthquake, fire, explosion, storm, flood, breakage or accident to machinery, inability to obtain or a delay in obtaining easements, rights-of-way or Approvals (*provided* such delay or inability was not caused by the Party claiming Force Majeure), acts, failures to act or orders of any kind of any Governmental Body acting in its regulatory or judicial capacity (*provided* that the party claiming Force Majeure did not create or contribute to such act, failure to act or order) or any other cause, whether enumerated herein or otherwise, not reasonably within the control of the Party claiming Force Majeure (other than the financial inability of such Party), which precludes that Party from carrying out, in whole or in part, its

Schedule of Definitions

obligations under this Agreement so long as the Party claiming such Force Majeure has used reasonable efforts to prevent, correct, anticipate, or guard against such act or failure to act and thereafter is using reasonable efforts to remedy such Force Majeure.

"Excluded Assets" shall have the meaning given in Section 2.2 of the Purchase and Sale Agreement.

"Existing Environmental Attribute Agreements" means, collectively, the RPPP Environmental Attribute Agreement and the RRIG Environmental Attribute Agreement. It is presently contemplated by the Parties that the Existing Environmental Attribute Agreements will be terminated as of the Commercial Operation Date.

"Existing Gas Services Agreement" shall have the meaning given in the Recitals to the Services Agreement.

"Existing Plant A" means the nine reciprocating engine/generator sets having a combined net generating capacity of approximately 16 MW together with the associated landfill gas and electric interconnections, gas treatment facilities and other related equipment currently located at the Landfill.

"Existing Plant A Assets" shall have the meaning given in Section 5.6 of the Site Lease.

"Existing Site Plan" means the Site Plan and existing and future conditions attached as Exhibit A to each of the Site Lease, the Services Agreement and the Purchase and Sale Agreement.

"Financing Assignment" shall have the meaning given in Section 17.1 of the Site Lease.

"Gas Collection Systems" means, collectively, the RIRRC Gas Collection System and the LKD Gas Collection System and any future improvements, replacements, relocations or expansions thereof and thereto including, without limitation, those perimeter headers and other improvements to be constructed by RGS, at RGS's cost, as part of the Interim Gas Management Plan that are upstream of the Demarcation Point. The definition of the Gas Collection Systems herein may differ from the definition of "landfill gas facility" in the Internal Revenue Code of 1986, as amended.

"Good Engineering Practice" means those practices, methods, acts and standards for safety and performance, as the same may evolve, that in the exercise of reasonable judgment in light of the facts known, or that in the exercise of due diligence, should have been known, at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with reliability, safety, environmental protection, project economics and applicable laws, ordinances, rules and regulations and that are generally accepted and prudent and in general use by owners or operators of similar gas collection systems in the same geographic area of the Landfill. Good Engineering Practice is not intended to be limited to consideration of any one practice, method or act, to the exclusion of all others, but rather, is intended to require the consideration of a spectrum of possible practices, methods or acts. By

Schedule of Definitions

way of illustration, Good Engineering Practice incorporates, among other things, the requirements, procedures and standards set forth in the documents, rules, regulations and laws set forth in Exhibit D, as they may change, from time to time.

"Governmental Body" or "Governmental Bodies" means any federal, state, local, municipal, or other governmental authority of any nature, including any governmental agency, branch, department, official or entity and any court or other tribunal having jurisdiction over the Parties, this Agreement or the operation or ownership of the Landfill, the Gas Collection Systems, the Leachate Control, Treatment and Disposal System, the Condensate Control, Treatment and Disposal System, or any of the RILG Facilities.

"Hazardous Materials" means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 9601 *et. seq.*, as heretofore or hereafter amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 *et. seq.*, as heretofore or hereafter amended from time to time, and regulations promulgated thereunder; (c) any "hazardous material" or "hazardous substance" as defined in the State Air Pollution Control Act, RIGL § 23-23 *et. seq.*, as heretofore or hereafter amended from time to time, and regulations promulgated thereunder; and (d) any other material or substance that is or becomes regulated under any Environmental Law.

"Impairment" shall have the meaning given in Section 17.7(a) of the Site Lease.

"Indemnified Party" means a Party seeking to be indemnified under the Site Lease, the Services Agreement or the Purchase and Sale Agreement.

"Indemnifying Party" means a Party providing indemnification under the Site Lease, the Services Agreement or the Purchase and Sale Agreement.

"Industrial Park" means the industrial park that is located adjacent to the Landfill and is owned and/or operated by RIRRC.

"Interest Rate" means a fixed rate per annum equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on the day such rate is established (or if not published on such day on the most recent preceding day on which published), adjusted annually to reflect such published rate on the first day of each successive calendar year.

"Interim Gas Management Plan" means the plan prepared by Stantec and attached as Exhibit C-2.

"kWh" means kilowatt-hour.

"Landfill" shall have the meaning given in the Recitals to the Site Lease.

"Landfill Gas" means gas, composed of methane and other gaseous substances, generated from refuse and other solid wastes generated by the Landfill.

Schedule of Definitions

"Landfill Gas Products" means any and all components or products recovered in association with Landfill Gas including, but not limited to, electricity and Environmental Attributes generated through use of such Landfill Gas and associated electrical capacity.

"Leachate Control, Treatment and Disposal System" or "LCS" means the pipes, wells, traps, valves, pump stations and other equipment dedicated to the collection, conveyance, treatment and disposal of leachate produced at the Landfill as shown on the attached Exhibit A, as it may be modified or improved.

"Leased Premises" means the Sites and other premises to which RILG is granted rights pursuant to Section 2.1(a) of the Site Lease. In the event that the Parties agree on additional or alternative sites for the development of electric generation facilities, the Parties shall enter into an amendment to this Agreement that redefines the Leased Premises to include such additional or alternative sites.

"Legal Requirement" means any administrative order, constitution, law, ordinance, principle of common law, regulation, statute or treaty of any Governmental Body, including without limitation, Environmental Law and the RIRRC Consent Decree, as hereinafter defined.

"Lender" means a bank, financial institution, insurance company, capital partner or other Person providing capital to either Party, or a trustee or collateral agent for any such entity.

"Lien" means all burdens, encumbrances and defects affecting the ownership of an asset, including (a) liens, security interests, mortgages, deeds of trust, pledges, conditional sale or trust receipt arrangements, consignments or bailments for security purposes, finance leases, or other encumbrances of any nature whatsoever securing any obligation, whether such interest is based on common law, statute or contract; (b) any rights of first refusal or any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership; and (c) any other reservations, exceptions, covenants, conditions, restrictions, leases, subleases, licenses, easements, servitudes, occupancy agreements, equities, charges, assessments, defects in title, liabilities, claims, agreements, obligations, encroachments and other burdens, and other title exceptions and encumbrances affecting property of any nature, whether accrued or unaccrued, absolute or contingent, legal or equitable, real or personal, or otherwise.

"LKD" means LKD Central L.P., a Delaware limited partnership.

"LKD Gas Collection Systems" means the network of underground gas collection wells, interconnecting pipes, valves, monitoring and measuring equipment, any necessary vacuum pumps and blowers, any primary condensate management equipment, the Phase I Sales Meter, the Phase II Sales Meter, and any and all additional equipment, machinery and fixtures acquired by RGS pursuant to the Termination and Assignment Agreement dated December 20, 2007 among Ridgewood Providence Power, RGS, Rhode Island Gas Management LLC, LKD and CGLP, including without limitation, any repairs, replacements, or improvements thereto, and used for or in connection with the mining, extraction, collection and transportation of Landfill

Schedule of Definitions

Gas at the Landfill. The LKD Gas Collection Systems, and their general location, are identified as "LKD Central Owned Gas Collection System" on the Existing Site Plan.

"Loss" shall have the meaning given in Section 16.1 of the Site Lease.

"MMBtu" means one million (1,000,000) Btus.

"Material Adverse Effect" means any change or changes in, or effect on, a Party or the operation, maintenance or condition (financial or otherwise) thereof, that is individually, or in the aggregate, materially adverse to the business or financial condition of such Party, or such Party's ability to perform its obligations under the Site Lease or the Services Agreement, but shall not include any change or effect resulting from changes in the international, national, U.S., regional or local wholesale or retail markets for energy of any type. Material Adverse Effect shall not include or be deemed to include loss of expected profits.

"MW" means megawatts.

"Net Revenues" means total revenues earned by RILG and its Affiliates from the sale of all Landfill Gas Products on or after the Commercial Operation Date, except Tax Credits, as determined pursuant to Section 3.1(b) of the Site Lease.

"Netted Amount" shall have the meaning given in Section 3.3 of the Services Agreement.

"Non-Defaulting Party" means the Party that is not responsible for an Event of Default.

"Organizational Documents" means (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the limited liability company or operating agreement and certificate of formation of a limited liability company; (c) the limited partnership agreement of a limited partnership; (d) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (e) any amendment to any of the foregoing.

"Operating Plan and Budget" means the operating and budgetary plan agreed upon by RGS and RIRRC for the Gas Collection Systems and the CCS, incorporating the Existing Site Plan and such other plans for expansion of the Gas Collection Systems as RIRRC has filed with the DEM. RGS and RIRRC shall prepare an Operating Plan and Budget in each year prior to the earlier of (i) the Commercial Operation Date or (ii) the third anniversary of the Decommissioning Date.

"Permits" means all authorizations from, permits and licenses issued by, consents and approvals of, filings with, notices from and registrations with, a Governmental Body which are required or necessary for (i) the extraction, collection, transportation, production or sale of Landfill Gas, (ii) the operation, maintenance, possession, disposal, or ownership of the Gas Collection Systems or the CCS, (iii) the performance by RGS of any of its obligations under this Agreement, or (iv) requirements for the beneficial reuse, distribution or destruction of Landfill Gas or its constituent parts.

Schedule of Definitions

"Permitted Liens" means the Liens described on **Exhibit B** to the Site Lease and such other Liens as are specifically permitted pursuant to Section 6.5 or Section 6.6 of the Site Lease.

"Person" means any individual, trustee, firm, corporation, company, limited liability company, limited partnership, Governmental Body or other entity, whether acting in an individual, fiduciary or any other capacity.

"Plant" means any of Existing Plant A, Plant B, or Plant C.

"Plant B" means the two engine/generator sets having a combined net generating capacity of 2.5 MW housed in containers alongside Existing Plant A and the four additional engine/generator sets having a combined net generating capacity of 6 MW housed in a separate location together with the associated landfill gas and electric interconnections, gas treatment facilities and other related equipment currently located at the Landfill.

"Plant C" means the new electric generating capacity together with the associated landfill gas and electric interconnections, gas treatment facilities and other related equipment to be constructed and which is described further in the attached **Exhibit B**.

"Post-Commercial Operation Date Royalty Payment" shall have the meaning given in Section 3.1(b) of the Site Lease.

"Pre-Treatment Site" shall mean the 3.4 acre Site that may be used by RILG for gas pre-treatment, compression and additional flaring, as shown on the attached **Exhibit C**.

"Pre-Commercial Operation Date Royalty Payment" shall have the meaning given in Section 3.1(a) of the Site Lease.

"Purchase" shall have the meaning given in Section 2.1 of the Purchase and Sale Agreement.

"Purchase Price" shall have the meaning given in Section 2.3 of the Purchase and Sale Agreement.

"Related Agreements" means for the Site Lease, the Services Agreement, the Purchase and Sale Agreement, the RILG Landfill Gas Services Agreement and the RIRRC Consent Decree.

"Replacement Facilities" means facilities or assets that replace and serve the same functions as Damaged Facilities.

"RGS" shall have the meaning given in the Recitals to the Site Lease.

"Rhode Island Landfill Gas Contract and Sublease" means the Rhode Island Landfill Gas Contract and Sublease dated March 31, 1989 between Ridgewood Providence Power and CGLP, as amended.

Schedule of Definitions

"Ridgewood Generation" shall have the meaning given in the Recitals to the Site Lease.

"Ridgewood Lease Agreement" means the Site Lease and Landfill Gas Delivery Agreement between Ridgewood Rhode Island Generation, LLC and RIRRC, dated August 1, 2003.

"Ridgewood Providence Power" shall have the meaning given in the Recitals to the Site Lease.

"RILG Facilities" means, collectively, Existing Plant A, Plant B and Plant C and the portions of the Landfill Gas collection, treatment and flaring system owned by RILG and located downstream of the Demarcation Point.

"RILG Landfill Gas Services Agreement" means the Landfill Services Agreement dated as of the date hereof between RGS and RILG.

"RILG Payment" shall have the meaning given in Section 3.2 of the Landfill Gas Services Agreement.

"RIRRC Consent Decree" means the consent decree and order by and among the EPA, the United States Department of Justice, and RIRRC (and to which CGLP and LKD are parties solely for the purpose of assuring access to the LKD Gas Collection Systems) settling alleged violations of certain Environmental Laws as detailed in EPA Administrative Orders dated January 21, 2000 and August 18, 2000.

"RIRRC Gas Collection System" means the network of underground gas collection wells, interconnecting pipes, valves, monitoring and measuring equipment, any necessary vacuum pumps and blowers, any primary condensate management equipment, any booster blowers, and any and all additional equipment, machinery and fixtures at the Landfill presently owned by RIRRC, and any additional gas extraction equipment presently owned by RIRRC and used to collect and control the Landfill Gas from the Landfill, and including any improvements and additions thereto and expansions thereof. The RIRRC Gas Collection System, as it exists on the Effective Date, is identified as the "RIRRC Owned Gas Collection System" on the Existing Site Plan.

"RIRRC Payment" shall have the meaning given in Section 3.2 of the Services Agreement.

"RPPP Environmental Attributes Agreement" shall have the meaning given in Section 7.3(a) of the Site Lease.

"Royalty Payment" means, as the case may be, either (a) the Pre-Commercial Operation Date Royalty Payment or (b) the Post-Commercial Operation Date Royalty Payment.

"RRIG Environmental Attributes Agreement" shall have the meaning given in Section 7.3(a) of the Site Lease.

Schedule of Definitions

"Services" shall have the meaning given in Section 2.2 of the Services Agreement.

"Sites" means the real estate on which Existing Plant A, Plant B and Plant C are situated, together with sufficient real estate to include parking, equipment access and storage, and any additional real estate utilized for gas pre-treatment, compression or additional flaring as contemplated by this Agreement, all as shown or described in detail on the Existing Site Plan and in Exhibit A-1 to the Site Lease.

"Sublease Agreement" means the Rhode Island Landfill Gas Contract and Sublease Agreement dated March 31, 1989 by and between Northeast Landfill Power Joint Venture, predecessor-in-interest to Ridgewood Providence Power, and Northeast Landfill Gas Limited Partnership, predecessor-in-interest to CGLP, as amended.

"Sub-sublease Agreement" means the Landfill Gas Sub-sublease dated April 19, 1996 between CGLP and LKD.

"Tax Credits" mean the credit allowed by Section 29 and the credit allowed by Section 45 of the Internal Revenue Code of 1986, as amended, together with any other federal, state or local tax credit, depreciation allowance or other tax benefit arising or which may arise in the future as a result of the operation of the RILG Facilities, the collection and destruction of Landfill Gas, the production of electricity using the Landfill Gas, or otherwise arising from the activities of RILG and its Affiliates.

"Taxes" shall have the meaning given in Section 12.1(a) of the Site Lease.

"Taxes on Realty" shall have the meaning given in Section 12.1(a) of the Site Lease.

Schedule of Definitions

EXHIBIT A

SITE PLAN

Attached

Schedule of Definitions**EXHIBIT B****DESCRIPTION OF PLANT C**

The following is a general description of the current anticipated Plant C.

Plant Location: The plant is to be located in Johnston, Providence County, Rhode Island on previously developed property located fully within the identified two sites as illustrated on the attached plot maps and described in Exhibit B-1 attached hereto.

Plant Operation: The plant will be designed to match the landfill site gas production availability expected at the plant's date of commercial operation.

Plant Configuration: The plant will be based on the use of 6 (5 current and 1 future), Solar Turbines, Taurus 60 combustion turbine generators each coupled with a single pressure, horizontal, natural circulation heat recovery steam generator. A single condensing steam turbine generator will utilize the steam produced by the combustion turbine generator's waste heat to generate additional electrical power. The steam turbine generator and the balance of plant will be sized for a future expansion which will include 1 Taurus 60, combustion turbine generator/heat recovery steam generator train.

Plant Layout: One site will house the landfill gas cleaning and compression equipment and the second site will accommodate the combustion turbine generators, the steam turbine generator and the balance of the plant equipment. The landfill gas cleaning equipment will include sulfur removal and siloxane removal. The landfill gas cleaning and compression equipment will be installed outdoor in containers or will be installed in the pre-engineered building. The plant power generation and auxiliary systems and equipment will be in an indoor/outdoor facility where the CTG/HRSG trains will be located outdoors and the BOP will be enclosed in the pre-engineered building.

Schedule of Definitions

EXHIBIT B-1 DESCRIPTION OF PLANT C SITE

A.P. 31, Lots 45, 46, 49, 55, and 58

Plat 31; Lots 45 & 46:

Those certain tracts or parcels of land with all the buildings and improvements thereon situated on Shun Pike in the Town of Johnston, County of Providence, State of Rhode Island, laid out and designated as 35,457 sq. ft. +/-, AP 31 Lot 46 n/f Coastal Atlantic, LLC, (DB 976 PG 181) 67,524 sq. ft. +/-, on that plat entitled "SURVEY OF LAND & ROW ASSESSOR'S PLAT 31 LOTS 6, 45, 46, 47, 49, 55 & 58 SHUN PIKE JOHNSTON, RHODE ISLAND PREP FOR: COASTAL KJB BUILDERS, INC., COASTAL ATLANTIC, LLC & SILVESTRI LEASING COMPANY" which said plat is recorded in the office of the Town of Johnston Town Clerks office on December 17, 2003 in Book 3 page 164, Slide 378.

Together with all the Grantor's right, title and interest to any rights of way, drift ways and/or streets abutting said property.

Plat 31; Lots 49, 55 & 58:

Those certain tracts or parcels of land with all the buildings and improvements thereon situated on Shun Pike in the Town of Johnston, County of Providence, State of Rhode Island, laid out and designated as 24,742 sq. ft. +/-, AP 31 Lot 55 n/f Coastal KJB Builders, Inc., (DB 30,000 sq. ft. +/-, AP 31 Lot 58 n/f Coastal KJB 30,902 sq. ft. +/- on that plat entitled "SURVEY OF LAND & ROW ASSESSOR'S PLAT 31 LOTS 6, 45, 46, 47, 49, 55 & 58 SHUN PIKE JOHNSTON, RHODE ISLAND PREP FOR: COASTAL KJB BUILDERS, INC., COASTAL ATLANTIC, LLC & SILVESTRI LEASING COMPANY" which said plat is recorded in the office of the Town of Johnston Town Clerks office on December 17, 2003 in Book 3 page 164, Slide 378.

Together with all the Grantor's right, title and interest to any rights of way, drift ways and/or streets abutting said property.

Excluding from above parcels all portions of Shun Pike, a public right of way, as shown in Plat Book 3 page 164, Slide 378.

NOTE: The address of the land referred to herein is not insured by this policy, it is included only for the benefit of the Company for indexing purposes. Title exceptions, acreage and/or square feet which may be referenced herein are not insured by this policy.

Schedule of Definitions

EXHIBIT C DESCRIPTION OF PRE-TREATMENT SITE

That certain tract of land, together with all buildings and improvements thereon, situated in the Town of Johnston, Providence County and bounded as follows;

Beginning at a point located on the northerly line of Shun Pike, said point being located at RI State Plane Coordinates N 262126.79, E 319826.47 (NAD83), and said point being approximately one hundred fifteen feet from the intersection of Green Hill Road, said point further being the southeasterly corner of the herein described parcel;

Thence proceeding in a general northerly direction, along the bearing N 42° 09' 45" W, a distance of one hundred sixty five and 76/100 feet (165.76'), to a point;

Thence turning and proceeding in a general westerly direction, along the bearing S 47° 50' 18" W, a distance of three hundred forty-one and 60/100 feet (341.60'), to a point;

Thence turning and proceeding in a general westerly direction, along the bearing S 76° 56' 46" W, a distance of five hundred fifteen and 20/100 feet (515.20'), to a point;

Thence turning and proceeding in a general southerly direction, along the bearing S 12° 22' 16" E, a distance of one hundred sixty-seven and 70/100 feet (167.70'), to a point, said point being located on the northerly line of Shun Pike;

Thence turning and proceeding in a general easterly direction, along the bearing N 78° 49' 22" E, a distance of four hundred thirty-one and 68/100 feet (431.68'), to a point, said point being located on the northerly line of Shun Pike;

Thence continuing in a general easterly direction, along the bearing N 71° 11' 31" E, a distance of one hundred three and 81/100 feet (103.81'), to a point, said point being located on the northerly line of Shun Pike;

Thence turning and proceeding in general northeasterly direction, along the bearing N 49° 21' 39" E, a distance of four hundred seven and 32/100 feet (407.32'), to a point, said point being the point and place of beginning. The above described parcel contains three and 4/10 (3.4) acres of land, more or less, or however otherwise bounded and described. The parcel is further identified as portions of A.P. 43, Lots 588, 36 and 567.

Schedule of Definitions

EXHIBIT C-2

INTERIM GAS MANAGEMENT PLAN

Schedule of Definitions

EXHIBIT D
SUMMARY OF LANDFILL GAS SYSTEM COMPLIANCE AND
OPERATING REQUIREMENTS

1. **Clean Air Act Consent Decree** (CD) [July 25, 2003]. Governs operation of Phases II, III, and IV and the ULE Flare until permits are issued. Includes permit application, monitoring, reporting, recordkeeping requirements and design standards.

To maintain compliance with the CD, two standard operating procedures (SOP) were produced and subsequently revised by GZA to standardize both landfill gas flow monitoring and quality monitoring procedures.

2. **SOP No. 001 – Landfill Gas Quality Measurements** [rev2: 1/31/2006] -

- *Sup 1.00 – Alternative Monitoring Equipment: SEM 500 Surface Emission Monitor [Jan. 2006]*
- *Sup 2.00 – Alternative Monitoring Equipment: Jerome 631-x Hydrogen Sulfide Analyzer [Jan. 2006]*

This standard operating procedure discusses the various instruments, locations, time requirements and reporting criteria for the measurement of landfill gas quality for use at the Site.

3. **SOP No. 002 – Landfill Gas Flow and Pressure Measurements** [rev1: 1/31/2006] - This standard operating procedure discusses the various instruments, locations, time requirements and reporting criteria for the measurement of landfill gas flow and pressure for use at the Site.
4. **December 1999 Gas System Operations and Maintenance Overview** – Prepared by GZA in response to RIDEM request. Contains language on 120% redundant capacity for gas destruction.
5. **March 2000 Sitewide Landfill Gas Management Plan** – Prepared by Dufresnee-Henry in response to EPA request.
6. **Title V Air Permit** - Not yet issued. Original application submitted June 2000. Revised November 2000. Supplemental materials submitted June 2005.
7. **Air Toxics Operating Permit** - Application submitted July 2007, permit not yet issued.
8. **RIDEM - Air Pollution Control Regulation No. 9 Permit for the Phase II/III and IV Landfills** - Not yet issued. Application for Phases II, III and IV submitted September 2000. Amended application submitted in September 2003 and revised amended application submitted in January 2004. Phases II, III, and IV operate under the July 25 Consent Decree until the permit is issued.

Schedule of Definitions

9. **RIDEM - Air Pollution Control Regulation No. 9 Permit for the Phase V Landfill** - Approval #1810, September 16, 2004. Contains emission limits, design standards, operating requirements and monitoring, recordkeeping and reporting requirements for Phase V.
10. **RIDEM - Air Pollution Control Regulation No. 9 Permit Application for the Phase VI Landfill** - Not yet issued. Application submitted July 2007.
11. **RIDEM - Air Pollution Control Regulation No. 9 Permit for Destruction devices: RF-1, RF-2, RF-3** - RF-1 is approval #1035, April 18, 1990. Contains operating, monitoring and reporting requirements. Permits have not been issued for RF-2 and RF-3. Both applications were submitted in March 2000.
12. **RIDEM - Air Pollution Control Regulation No. 9 Permit for Destruction device: Ultra Low Emission 6,000 SCFM ground flare (ULE)** - Not yet issued. Application submitted September 2003. Operates under July 25 Consent Decree until permit is issued.
13. **RIDEM - Air Pollution Control Regulation No. 9 Permit for the Main Flares located at the Ridgewood Power Plant** - Approval #s 1037 and 1038, April 18, 1990. Contains operating, monitoring and reporting requirements.
14. **Revised Surface Emission Monitoring Plan for Phases I, II and III** [Dec 13, 2001] - This document discusses the procedures, equipment and reporting criteria for the monitoring of surface emissions for the Phase I, Phase II and Phase III Landfills.
15. **40 CFR 60 Subpart WWW Landfill Gas Collection and Control System Design Plan** - [Dec 22, 1999 and Amended March 9, 2000] - This document describes how the facility meets the collection and control system requirements of 40 CFR 60 Subpart WWW. The plan has been submitted to the EPA and no approval has been received to date.
16. **VOC RACT Compliance Plan** [Mar 5, 2003] - This document provides a summary of the applicable requirements under Rhode Island Air Pollution Control Regulation Number 15. This plan specifies VOC capture and control requirements for Phase I of the landfill. The plan requirements are generally consistent with the landfill gas capture and control requirements of 40 CFR 60 Subpart WWW.
17. **NO_x RACT Compliance Plan** [Dec 19, 2000] - This document provides a summary of the applicable requirements under Rhode Island Air Pollution Control Regulation Number 27. Plan specifies boiler maintenance and recordkeeping requirements, recordkeeping requirements for Flares RF-1, RF-2, and RF-3, and recordkeeping and engine timing adjustment requirements for emergency generators.
18. **Phase IV Surface Emission Monitoring Plan** [Sep 17, 2003] - This document discusses the procedures, equipment and reporting criteria for the monitoring of surface emissions from the Phase IV Landfill.

Schedule of Definitions

19. **Phase V Surface Emission Monitoring Plan [October 2003]** - This document discusses the procedures, equipment and reporting criteria for the monitoring of surface emissions from the Phase V Landfill.
20. **Phase IV Licensing Permit Application** - This document contains the Closure Gas System Design plan for the Phase IV Landfill.
21. **Supplemental Phase IV Interim Gas Collection System Design**
22. **Phase V Licensing Permit Application** - This document contains the Landfill Gas System operating plan, Operational Gas Collection System Design and Closure and Gas System design plan for the Phase V Landfill.
23. **Phase VI Licensing Permit Application** - This document contains the Landfill Gas System operating plan, Closure Gas System design plan, and the Surface Emission monitoring plan for the Phase VI Landfill.

RIRRC Leachate Collection and Treatment System

RIRRC Existing Leachate Collection System

The existing leachate collection system is comprised of both primary and secondary collection layers in the Phase II – V cells. Phase I contains a leachate diversion trench which separates Phase II from the unlined Phase I cell. In addition, the Phase II groundwater underdrains are tied to the “Westside” leachate underdrain and Phase IV has two (2) groundwater underdrains connecting to a gravity sewer running beneath the Phase V landfill. These collection systems connect to the leachate transport system which carries the leachate to the leachate pretreatment facility. The transport system consists of two (2) pump stations, HDPE double containment force mains and gravity sewer mains. The Phase IV Pump Station (PS#3) handles all of the Phase II/III primary and secondary leachate, Westside and Phase II underdrains, and the Phase IV Primary and Secondary leachate systems. This pump station pumps through an 8” diameter force main to an 8” diameter gravity system running along the southern edge of Phase V to the Leachate Pretreatment Pump Station (PS#2) which directs the flow to the 108,000 gallon equalization tank. Pump Station No. 4 discharges the Phase V Area 1 leachate into the gravity system, previously mentioned. Phase V Area 2 also discharges directly into this gravity system. For reference, refer to the attached schematic plan.

Ridgewood Power / RGS Existing Condensate Connection Points

The Phase I (Old Plant) presently discharges secondary condensate through the existing sanitary sewer system to the RIRRC’s Main Pump Station (PS#1). Similarly, RGS’s primary condensate is connected to the same sanitary line discharging directly to PS#1. The ULE Flare discharges condensate to the Phase IV Pump Station (PS#3). The Stage II Cat Plant, discharges condensate through a portion of an existing 4” force main (that is temporarily out of service), to the PS#3.

Schedule of Definitions

The Phase IV Header Condensate collects in an RGS pump vault located on the west side of Phase IV and discharges to a primary cleanout on the Phase IV leachate collection system. The total flow presently entering RIRRC's leachate system for all existing connection points is estimated at 10,000 gpd.

RIRRC Proposed Upgrades

As part of the Phase VI Permit Application, RIRRC is proposing the following system upgrades.

- Capacity – The existing leachate capacity with the City of Cranston is 400,000 gpd. It is estimated based on Phase VI leachate modeling that an additional 250,000 gpd will be required. RIRRC has requested this increase from the City of Cranston. The City of Cranston is considering this request, however, this increase will require RIRRC to upgrade its force main on Green Hill Road and upgrade an existing gravity sewer owned by the City of Cranston on Plainfield Pike.
- RIRRC's existing pretreatment discharge permit is anticipated to be modified in May 2009. Presently, the issue with the leachate discharge relates to the historic exceedance of the 10 ppb arsenic limit. The City of Cranston is undertaking a system limit study to determine if this present limit can be raised. Additionally, the city has indicated that nitrates are becoming an issue at their discharge limit. The ammonia content in the present leachate discharge is problematic to the city and the modified permit may require nitrate/ammonia treatment.
- In anticipation of this permit modification; RIRRC is undertaking a three (3) tiered approach to resolve the issues. Phase I will include a leachate study of our existing sources for both flow and pollutant concentrations. Phase II will include complete demolition of the existing plant and the replacement with a new storage tank and an associated pump station (PS#2) capacity upgrade. Phase III will include a new treatment system to meet discharge limits set forth in the city permit.
- As part of the Phase II implementation, RIRRC anticipates that certain underdrains and potentially the "Westside" intercept will not require treatment as described above. These flows will be isolated and redirected to discharge directly to PS#1, bypassing treatment. This redirection of flow will require the use of the 4" force main that the Stage II Cat plant presently discharges condensate through. It is anticipated that the underdrain flow will be isolated in the Phase IV pump station (PS#3) to one dedicated bay (non-treatment bay). The flows from this bay will be directed up the 4" force main to the air brake at the gravity change over at Shun Pike near the Stage II plant. This flow will proceed through the gravity line to PS#1. Therefore, the Stage II discharge will need to relocate at this time.
- The existing Stage I Power Plant is anticipated to be decommissioned by the Decommissioning Date, terminating condensate discharge. According to the Contract, RIRRC has an obligation to provide Ridgewood power a condensate connection point for its new facilities and header lines on the Ridgewood side of the interconnect point. Ridgewood Power has the obligation to meet RIRRC's permit discharge limits as is or as may be amended. RIRRC will need to have the ability to monitor flow and sample discharge concentrations at this interconnect location.