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January 29, 2008

VIA HAND DELIVERY

Mr. S. Derek Phelps
Executive Director
Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

Re: Petition No. 834; Watertown Renewable Power, LLC

Dear Mr. Phelps:

I write on behalf of Watertown Renewable Power, LLC ("WRP") to provide you with an original and 25 copies of the following:

1. WRP's List of Witnesses and Exhibits;
2. Responses to the Connecticut Siting Council's Interrogatories;
3. WRP's Exhibits 2-13, including the Pre-filed Testimony of:

   a. Mark M. Mirabito;
   b. William G. Carter
   c. Michael I. Holzman
   d. Richard Schroeder; and
   e. Jeffrey J. Park.

An original and twenty-five copies of the referenced Petition (Exhibit 1) were submitted to the Siting Council on November 14, 2008. We would be pleased to provide additional copies upon request.

If you have questions or require additional information, please feel free to contact me.

Sincerely,

Andrew W. Lord

Enclosures

cc: Service List

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

WATERTOWN RENEWABLE POWER, LLC PETITION FOR A DECLARATORY RULING APPROVING THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A 30MW BIOMASS GASIFICATION GENERATING PROJECT AT ECHO LAKE ROAD, WATERTOWN, CONNECTICUT	: : : : : : :	PETITION NO. 834 JANUARY 29, 2008

PETITIONER'S LIST OF WITNESSES AND EXHIBITS

I. LIST OF WITNESSES

Watertown Renewable Power, LLC ("WRP") expects the following witnesses to be available to testify at the Connecticut Siting Council's (the "Council") public hearing on February 5, 2008.

A. William G. Carter, P.E. J.D., Managing Director, Tamarack Energy ("Tamarack"). Mr. Carter oversees the development of Tamarack's energy projects. WRP is a wholly-owned subsidiary of Tamarack. Mr. Carter will provide information on the project relating to site selection, biomass gasification technology, fuel supply and contracts to sell energy and renewable energy credits.

B. Mr. Mark R. Mirabito, CEM, Project Manager, Tamarack Energy. Mr. Mirabito supervised the preparation of the petition and coordinated local outreach efforts. Mr. Mirabito will be prepared to provide testimony regarding presentations to the planning and zoning commission, the inland wetland and watercourses commission, and at public information workshops and meetings. He will also be available to testify on project planning permitting and engineering.

C. Mr. Michael I. Holzman, Principal, M.I. Holzman & Associates, LLC. Mr. Holzman is a recognized expert in the field of air pollution control. Mr. Holzman prepared the analysis of the emissions from the generating facility and the cooling tower. He also prepared the applications for Department of Environmental Protection air permits. He will provide testimony regarding these issues.

D. Mr. Richard Schroeder, President, BioResource Management, Inc. Mr. Schroeder provides services related to underutilized forms of biomass, including biomass energy from sources such as vegetation, animal wastes and organic materials. Mr. Schroeder will be available to provide testimony regarding the project's fuel supply.

E. Mr. Jeffrey J. Park, Ecologist, O'Reilly, Talbot & Okun Associates. Mr. Park is an ecologist specializing in the evaluation of inland wetland and terrestrial ecosystems, assessing potential adverse, environmental effects and developing mitigation strategies to reduce such impacts. Mr. Park will be prepared to testify regarding these issues.

F. Other witnesses may be called, as necessary, to respond to interrogatories or Council questions, or to address matters raised by parties or intervenors.

II. LIST OF EXHIBITS

A. Exhibits for Administrative Notice

1. Connecticut Siting Council, Petition No. 784, Record of Decision

2. Connecticut Department of Public Utility Control Docket No. 03-07-17, Connecticut Clean Energy Fund Project 100 Round 1.

3. Connecticut Department of Utility Control Docket No. 03-07-17 RE03 (approving Electricity Purchase Agreement with Connecticut Light and Power).

4. Public Act 05-01 (June Special Session), "An Act Concerning Energy Independence."

5. "2005 Climate Change Action Plan", Connecticut Governor's Steering Committee on Climate Change.

6. "2007 State Energy Plan", Connecticut Energy Advisory Board.

7. "2006 Energy Vision for a Cleaner Greener State", Governor Jodi Rell.

8. "Biomass Power and Conventional Fossil Systems With and Without Carbon Sequestration", National Renewable Energy Laboratory, January 2004.

9. Connecticut Department of Public Utility Control, Docket No. 06-01-01 Decision, March 15, 2006 (Class I determination).

10. "Project 100, Round II: Connecticut Clean Energy Fund Advisory Committee and Connecticut Innovations Investment Committee Review", Presentation, Slide 54, March 26, 2007.

11. "New England Electricity Scenario Analysis", ISO New England, August 2, 2007.

12. Public Act 03-135, "An Act Concerning Revisions to the Electric Restructuring Legislation".

13. "Fuel Supply Assessment for Waterbury and Plainfield Areas", prepared for Connecticut Clean Energy Fund, Connecticut Innovations, by ANTARES Group, Inc., August 25, 2004.

B. Exhibits

1. Petition of Waterbury Renewable Power, LLC for a Declaratory Ruling that No Certificate of Environmental Compatibility and Public Need is Required for the Construction, Maintenance and Operation of 30MW Biomass Gasification Generating Project in Watertown, Connecticut, dated November 14, 2007, including attachments A-O and the following bulk-filed exhibits:

   a. Town of Watertown Zoning Regulations;

   b. Town of Watertown proposed Plan of Conservation and Development;

   c. Town of Watertown Inland Wetland Regulations;

   d. Town of Watertown Organizational Chart; and

   e. Torrington Area Health District Noise Control Regulations.

2. Tamarack Energy responses to Connecticut Siting Council interrogatories, dated January 29, 2008.

3. Pre-filed testimony of Mr. William G. Carter.

4. Pre-filed testimony of Mr. Mark R. Mirabito.

5. Pre-filed testimony of Mr. Michael I. Holzman.

6. Pre-filed testimony of Mr. Richard Schroeder.

7. Pre-filed testimony of Mr. Jeffrey J. Park.

8. Tamarack Energy, Inc. letter to Daniel F. Caruso, Chairman, Connecticut Siting Council, dated November 26, 2007, and attached Watertown Economic Development Commission endorsement.

9. Tamarack Energy, Inc. letter to Daniel F. Caruso, Chairman, Connecticut Siting Council, dated December 10, 2007, and attached Watertown Planning and Zoning Commission motion.

10. Standard Electricity Purchase Agreement by and between the Connecticut Light and Power Company and GDI Renewable Power – Watertown, LLC, dated April 19, 2007.

11. ISO-NE Qualification Determination for the Watertown Biomass Project for the First Forward Capacity Auction, dated October 2, 2007.

12. State Historical Preservation Office letter to Dr. Gregory Walwer regarding the Watertown Renewable Power Plant, dated January 7, 2008.

13. Tamarack Energy letter to Connecticut Department of Environmental Protection regarding Power Line Transmission Right-of-Way, Watertown DEP File Number A-07-41, dated January 14, 2008.

Respectfully submitted,

WATERTOWN RENEWABLE POWER, LLC

By: _____

Its Attorney
Andrew W. Lord
Murtha Cullina LLP
185 Asylum Street
Hartford, CT 06103
Telephone: (860) 240-6180
Facsimile: (860) 240-6150

Exhibit 2

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

WATERTOWN RENEWABLE POWER, LLC PETITION FOR A DECLARATORY RULING APPROVING THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A 30MW BIOMASS GASIFICATION GENERATING PROJECT AT ECHO LAKE ROAD, WATERTOWN, CONNECTICUT	: : : : : : :	PETITION NO. 834 JANUARY 29, 2008

PETITIONER'S RESPONSES TO
SITING COUNCIL'S INTERROGATORIES – SET 1

Watertown Renewable Power, LLC hereby files this response to the following Interrogatories from the Connecticut Siting Council dated January 15, 2008, in connection with Petition No. 834.

INTERROGATORY NO. 1:

What were the results of Watertown Renewable Power, LLC's (WRP) notice to abutting property owners regarding its Petition (Petition) for a Declaratory Ruling that No Certificate is Required? Did WRP receive certified mail receipts from all abutters? If not, how many receipts were not returned? Did WRP make any additional attempts to notify property owners from whom it might not have received return receipts?

RESPONSE:

On November 14, 2007, Tamarack Energy ("Tamarack") on behalf of Watertown Renewable Power LLC, sent a notice of the filing of the petition for a Declaratory Ruling that No Certificate of Environmental is required for the Construction, Maintenance and Operation of a 30 MW Biomass Gasification Generation project to each of the three abutting property owners (one of which is the State of Connecticut), as well as 26 other Watertown community stakeholders, via first class mail. Accordingly, Tamarack did not request or receive certified mail receipts. Section 14 of the petition (p. 91-94) provides additional detail regarding Tamarack's public outreach and notice efforts.

INTERROGATORY NO. 2:

Provide the name of the property owner.

RESPONSE:

The name of the owner of the property on which the project is proposed is Industrial Development Group. The owner's address is P.O. Box 1910, Waterbury, CT 06722.

INTERROGATORY NO. 3:

Would the power plant have black start capability?

RESPONSE:

Solid fuel boilers are not well-suited for the load following capability that is required of a system start-up generator. The time lag between changes in boiler fuel input and changes to generator output is too long. Therefore, the facility will not have black start capability.

INTERROGATORY NO. 4:

Provide the status of the ISO New England Feasibility Study referenced in page 10 of the Petition. Provide a copy of the report if it is available.

RESPONSE:

Since the petition was filed on November 14, 2007, Tamarack met with ISO New England and Northeast Utilities on December 13, 2007 to discuss a draft report on the Feasibility Study. Based on that meeting, it was determined that additional analysis by ISO-NE was necessary to complete the evaluation. It is expected that a revised Feasibility Study report will be released by February 2008. The preliminary finding expressed in the incomplete draft report was that no significant transmission system upgrades are likely to be required. This is the same conclusion drawn by the ISO-NE staff in their evaluation of the facility's qualification application for the Forward Capacity Market auction.

INTERROGATORY NO. 5:

Provide the status of WRP's application for an Inland Wetland Permit. Provide a copy of the permit if it is available.

RESPONSE:

On January 10, 2008, the Town of Watertown Conservation Commission/Inland Wetlands Agency closed the public hearing and unanimously approved WRP's application to construct the facility. A copy of the minutes of the January 10, 2008 meeting is attached. The decision was published in the Town Times on January 17, 2008. A copy of the public notice of the decision is attached. It is expected that the permit will be issued after the fifteen day appeal period expires on or about February 1, 2008. A copy of the permit will be provided to the Council when it is received.

CONSERVATION COMMISSION/
INLAND WETLANDS AGENCY
WATERTOWN, CONNECTICUT
Public Hearing

Motion Sheet

Time: 7:00 P.M.(7:04PM)

Date: Thursday, January 10, 2008

Place: **Watertown High School Library**
324 French Street
Watertown, Connecticut

1. Call Hearing to Order

2. Roll Call

Members Present: J. Zawadzki, E. Undercuffler, J. Polletta, T. DiBona, D. Russ, D. Orisini, M. Brown

Members Absent: G. Dupliese, T. Murphy

Others Present: Moosa Rafey, Assistant Wetlands Enforcement Officer
Chuck Berger, Town Engineer

3. Hearing of Applications

A. Continuation of the Public Hearing from December 20, 2007 – Application #605 of Walnut Grove Farm, LLC for construction of Southridge Estates a 23-Lot residential subdivision located on the southerly side of Bunker Hill Road, Watertown, CT.

Text of Motion: Close public hearing
Motion made by: J. Polletta
Seconded by: E. Undercuffler
Aye: 5 Nay: 0

B. Continuation of the Public Hearing from December 20, 2007 - Application #608 of Watertown Renewable Power, LLC to conduct regulated activities associated with the construction of a wood burning power plant on Echo Lake Road, Watertown, CT.

Text of Motion: Close public hearing
Motion made by: D. Orsini, E. Undercuffler
Seconded by: E. Undercuffler
Aye: 5 Nay: 0

CONSERVATION COMMISSION/
INLAND WETLANDS AGENCY
WATERTOWN, CONNECTICUT
Regular Meeting
Motion Sheet

Time: 7:30 P.M. (8:40PM)

Date: Thursday, January 10, 2008

Place: **Watertown High School Library**
324 French Street
Watertown, Connecticut

1. Call Meeting to Order

2. Roll Call

Members Present: J. Zawadzki, E. Undercuffler, J. Polletta, T. DiBona, D. Russ, D. Orsini, M. Brown

Members Absent: G. Dupliese, T. Murphy

Others Present: Moosa Rafey, Assistant Wetlands Enforcement Officer
Chuck Berger, Town Engineer

D. Russ sat in for T. Murphy
M. Brown sat in for G. Dupliese

3. Public Participation

Text of motion: Add to agenda Application #628 to repair an existing footing drain pipe at Polk School under 6-a
Motion made by: J. Polletta
Seconded by: E. Undercuffler
Aye: 7 Nay: 0

Text of Motion: Add to agenda request to selectively clear invasive species needed for wetland deliniation located on property on Echo Lake Road and Buckingham Street, Oakville, CT under 8-b
Motion made by: J. Polletta
Seconded by: D. Orsini
Aye: 7 Nay: 0

Text of Motion: Add to agenda Discussion Phase I Echo Lake Brownfield under 8-c
Motion made by: J. Polletta
Seconded by: E. Undercuffler
Aye: 7 Nay: 0

4. Action on Minutes

A. Continuation of the Public Hearing November 15, 2007 App. #606 Robert Velardo
B. Continuation of the Public Hearing November 15, 2007 App. #608 Watertown Renewable Power, LLC
C Regular Meeting November 15, 2007
D. Continuation of the Public Hearing December 20, 2007 App. #605 Walnut Grove Farm, LLC
E. Continuation of the Public Hearing December 20, 2007 App. #608 Watertown Renewable Power, LLC
F. Public Hearing December 20, 2007 App. #621 Henlopen Manufacturing, LLC
G. Special Meeting December 20, 2007

Text of Motion: Accept 4-a-4-c
Table 4-d-4-g
Motion made by: D. Russ
Seconded by: J. Polletta
Aye: 7 Nay: 0

5. Pending Applications

A. Application #605 of Walnut Grove Farm, LLC for construction of 23 lot Southridge Estates residential subdivision and 3,418 linear foot of new roadway located on the southerly side of Bunker Hill Road, Watertown, CT.

Text of Motion: Approve Application #605 subject to conditions as discussed at the public hearing and also to include all standard conditions.
Motion made by: J. Polletta
Seconded by: T. DiBona
Aye: 7 Nay: 0

B. Application #608 of Watertown Renewable Power, LLC for construction of a wood burning electric power plant on Echo Lake Road, Watertown, CT.

Text of Motion: Approve Application #608 Watertown Renewable Power, LLC subject to conditions as discussed at the public hearing and also to include all standard conditions.
Motion made by: J. Polletta
Seconded by: E. Undercuffler
Aye: 7 Nay: 0

C. Application #623 of Cherry Avenue, LLC for construction of a 3-Lot residential subdivision on Cherry Avenue, Watertown, CT.

Text of Motion: Table application #623 and hold a public hearing on February 14, 2008.
Motion made by: J. Polletta
Seconded by: D. Russ
Aye: 7 Nay: 0

D. Application #624 of Kevin McSherry for reconstruction of a barn within a regulated area at 447 Litchfield Road, Watertown, CT.

Text of Motion: Approve Application #624 of Kevin McSherry for reconstruction of a barn within a regulated area at 447 Litchfield Road, Watertown, CT subject to conditions discussed at the meeting and all standard conditions.
Motion made by: J. Polletta
Seconded by: T. DiBona
Aye: 7 Nay: 0

E. Application #625 of Joseph DiCarlo for construction of an addition to Judson School located at 124 Hamilton Lane, Watertown, CT.

Text of Motion: Approve Application #625 of Joseph DiCarlo for construction of an addition to Judson School subject to Town Engineer's review, trees, drainage and all standard conditions
Motion made by: J. Polletta
Seconded by: E. Undercuffler
Aye: 7 Nay: 0

F. Application #626 of Salvatore Deluca for installation of a dry hydrant in a pond located at 412 Hinman Road, Watertown, CT.

Text of Motion: Approve Application #626 of Salvatore Deluca for installation of a dry hydrant in a pond located at 412 Hinman Road, Watertown, CT subject to standard conditions
Motion made by: J. Polletta
Seconded by: D. Russ
Aye: 7 Nay: 0

G. Application #627 of the Town of Watertown Department of Public Works for rehabilitation of Davis Street Culvert located in Oakville, CT.

Text of Motion: Approve Application #627 of the Town of Watertown Department of Public Works for rehabilitation of Davis Street culvert located in Oakville, Ct subject to standard conditions
Motion made by: D. Orsini
Seconded by: R. Russ
Aye: 7 Nay: 0

6. New Applications

a. Application #628 Storm piping at Polk School

No motion needed – application withdrawn

7. Old Business

None

8. New Business

a. Application to amend the Conservation Commission/ Inland Wetland Agency Permit #610 issued to Henlopen Manufacturing located at 401 Park Road, Watertown, CT.

Text of Motion: Approve amendment to Application #610 subject to existing conditions.
Motion made by: J. Polletta
Seconded by: T. DiBona
Aye: 7 Nay: 0

b. Request to clear invasive species located on property on Echo Lake Road and Buckingham Street, Oakville, CT

Text of Motion: Approve request to allow applicant to delineate wetlands with minimal disturbance and to notify Moosa Rafey, Assistant Wetlands Officer, when they will begin clearing
Motion made by: E. Undercuffler
Seconded by: J. Polletta
Aye: 7 Nay: 0

c. Discussion on Phase I Echo Lake Brownfield

Text of Motion: Commission agreed that at this time there is no wetland impact but if in the future an application has to be filed if they are going to impact the wetlands
Motion made by: J. Polletta
Seconded by: D. Orsini
Aye: 7 Nay: 0

9. Communications and Bills

A. Land Use Education Partnership Seminars

B. King's Mark Resource Conservation and Development Area, Inc. Letter dated December 2007.

C. DEP Memorandum regarding 2007-1 Legislation and Regulations Advisory

Text of Motion: Place on file
Motion made by: J. Polletta
Seconded by: T. DiBona
Aye: 7 Nay: 0

10. Reports from Officers and Committees

None

11 Reports from Staff

None

12. Public Participation

13. Adjournment at 10:30PM

Motion made by: D. Russ
Seconded by: D. Orsini
Aye: 7 Nay: 0

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the newspaper of Watertown and O
Connecticut since 1947.

Legal Notices

LEGAL NOTICE

TOWN OF WATERTOWN

PLANNING AND ZONING COMMISSION

SPECIAL MEETING

PUBLIC HEARINGS

SITE PLAN MODIFICATIONS FOR EDUCATIONAL USES

ADDITIONS AND

RENOVATIONS

WATERTOWN HIGH SCHOOL SPECIAL PERMIT #233

JUDSON SCHOOL

SPECIAL PERMIT #234

POLK SCHOOL

SPECIAL PERMIT #235

The Planning and Zoning Commission of the Town of Watertown, CT will hold a public hearing on Wednesday, January 23, 2008 at 7:00P.M. in the Watertown High School Technology Center, 324 French Street, Watertown, CT on the following applications:

Special Permit #233 Watertown High School, Watertown, CT Site Plan Modifications for an educational use with additions and renovations located at the Watertown High School, 324 French Street, Watertown, CT

And

Special Permit #234 Judson School, Watertown, CT Site Plan Modifications for an educational use with additions and renovations located at the Judson School, 124 Hamilton Lane, Watertown, CT

And

Special Permit #235 Polk School, Watertown, CT Site Plan Modifications for an educational use with additions and renovations located at the Polk School, 435 Buckingham Street, Oakville, CT.

At this hearing interested persons will be heard and written communication will be received. A copy of the special permit applications are on file in the Planning and Zoning Office, 51 Depot Street, Suite 502, Watertown, CT for review Monday to Friday, 8:00 A.M. to 5:00 P.M. or call 860-945-5266 for an appointment.

Dated at Watertown, Ct this 17th day of January, 2008.

Michael Masayda, Secretary

Watertown Planning and Zoning Commission

TT 1/17/08

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Town of watertown

Legal Notice

The Conservation Commission/ Inland Wetland Agency of the Town of Watertown at a regular meeting held on January 10, 2008 voted that:

Application #605 of Walnut Grove Farm, LLC to conduct the following regulated activities associated with the construction of Southridge Estates a 23-Lot residential subdivision and associated roadways located on the southerly side of Bunker Hill Road, Watertown, CT in an R-70 Residential Zoning District be approved subject to conditions:

1. Disturbance of approximately 4,350 Sq. Ft of upland review area for construction of rain garden "C"

2. Disturbance of 400 Sq. Ft of upland review area for footing drains on Lot 7

3. Disturbance of 300 Sq. Ft of upland review area for curtain and footing drains on Lot 9

4. Disturbance of 1,430 Sq. Ft of upland review area for construction of Southridge Lane

5. Disturbance of approximately 4,675 Sq. Ft of upland review area for construction of rain garden "A"

6. Disturbance of approximately 2,000 Sq. Ft of upland review area for construction of rain garden "B"

7. Installation of erosion and sediment control measures within wetlands and upland review areas

8. Discharge of storm runoff into wetlands.

Application #608 of Watertown Renewable Power, LLC to conduct the following regulated activities associated with the construction of a wood burning electric power plant on Echo Lake Road, Watertown, CT be approved subject to conditions:

1. Filling of approximately 4,000 Sq. Ft of inland wetland for the construction of driveway and proposed fuel storage area

2. Filling and disturbance of approximately 61,500 Sq. Ft of upland review area for construction of driveway, fuel storage area, on site storm drainage system, and grading around the proposed boiler building

3. Discharge of storm runoff into wetlands

4. Installation of erosion and sediment control measures within wetlands and upland review areas.

Application #624 of Kevin McSherry to conduct regulated activities within upland review area associated with reconstruction of an existing barn at 447 Litchfield Road, Watertown, CT be approved subject to conditions.

Application #625 of Joseph DiCarlo to conduct the following regulated activities associated with the construction of an addition and new parking area for Judson School located at 124 Hamilton Lane, Watertown, CT be approved subject to conditions:

1. Disturbance of approximately 8,700 Sq. Ft of upland review area for construction of parking area and installation of a level spreader.

2. Installation of erosion and sediment control measures within upland review area

3. Discharge of storm runoff into regulated areas.

Application #626 of Salvatore Deluca for installation of

a dry fire hydrant in an existing pond located at 412 Hinman Road, Watertown, Ct be approved subject to conditions.

Application #627 of the Town of Watertown Public Works Department to conduct the following regulated activities associated with the repair of roadway culvert under Davis Street, Oakville, CT be approved subject to conditions:

1. Disturbance of approximately 1,307 Sq. Ft of wetland and 871 Sq. Ft upland review area

2. Installation of erosion and sediment control measures within regulated areas.

Application to amend the Conservation Commission/Inland Wetland Agency Permit #610 issued to Henlopen Manufacturing to permit the disturbance of additional 6,379 Sq. Ft wetland associated with remediation and restoration of wetlands on Henlopen Manufacturing Property located at 401 Park Road, Watertown, CT be approved subject to conditions.

Dated at Watertown, Connecticut this 17th day of January 2008

Tom Murphy, Secretary

Conservation Commission/Inland Wetland Agency

TT 1/17/08

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HEARING NOTICE

Pursuant to provisions of General Statutes § 16-50m and Section 16-50j-21 of the Regulations of Connecticut State Agencies, notice is hereby given that the Connecticut Siting Council (Council) will conduct a public hearing on Tuesday, February 5, 2008, beginning at 4:00 p.m., and continued at 7:00 p.m., at the Watertown High School, Auditorium, 324 French Street, Watertown, Connecticut, and thereafter as necessary. The hearing will be on a petition from Watertown Renewable Power, LLC for a declaratory ruling that no Certificate of Environmental Compatibility and Public Need is required for the construction, maintenance, an operation of a 30 MW biomass gasification generating project located at Echo Lake Road, Watertown, Connecticut.

The 4:00 p.m. hearing session will provide the applicant, parties, and intervenors an opportunity to cross-examine positions. The applicant will be

allowed a final rebuttal. Briefs will be entertained after the close of the last hearing session. The 7:00 p.m. hearing session will be reserved for the public to make brief statements into the record. Cross-examination of parties and intervenors will resume, if necessary after all statements have been heard.

The Council will conduct a public field review of the proposed site on Tuesday, February 5, 2008, beginning at 3:00 p.m.

Applicable law for this proceeding includes the Public Utility Environmental Standards Act, General Statutes § 16-50g, et seq., and Sections 16-50j-l through 16-50v-la of the Regulations of Connecticut State Agencies.

The Council will hold a pre-hearing conference on procedural matters on Tuesday, January 22, 2008, beginning at 10:00 a.m. at the Council's office, 10 Franklin Square, New Britain, Connecticut.

The Council directs that all testimony and exhibits be pre-filed with the Council and all parties and intervenors by January 29, 2008. In accordance with the State Solid Waste Management Plan, the Council requests that all filings be submitted on recyclable paper, primarily regular weight white office paper. Please avoid using heavy stock paper, colored paper, and metal, or plastic binders and separators.

Individuals are encouraged to participate through their elected officials, and other party/intervenor groupings.

Any person seeking to be named or admitted as a party or intervenor to the proceeding may file a written request to be so designated at the office of the Connecticut Siting Council, 10 Franklin Square, New Britain, Connecticut 06051, on or before January 29, 2008.

Parties and Intervenors will be allowed to submit briefs and proposed findings of fact within 30 days after the close of the hearing.

Any person who is not a party or intervenor to this proceeding may file a written statement with the Council at the hearing or any time up to 30 days thereafter. Such statements will become part of the record. No written statement or any other material, evidence, or other information will be accepted from any person not a party or intervenor to the proceeding after 30 days following the close of the hearing, except as otherwise prescribed by law or the Council.

A verbatim transcript of the hearing session(s) will be made and deposited with the Town Clerk's Office of the Watertown Town Hall for the convenience of the

public.

Requests for information in alternative formats or for sign-language interpreter services must be submitted in writing by January 30, 2008.

The applicant of this facility is represented by the following:

Applicant Its Representative

Watertown Renewable Power, LLC Andrew Lord

Murtha Cullina, LLP

CityPlace I

185 Asylum Street,

29th Floor

Hartford, CT 06103

Mark Mirabito,

Project Manager

Tamarack Energy, Inc.

35 Pratt Street, Suite 101

Essex, CT 06426

A copy of the application is available for review at the Council's office during office hours at 10 Franklin Square, New Britain, Connecticut, (860) 827-2935. The Council has assigned this petition no 834.

January 10, 2008. Connecticut Siting Council

TT 1/17/08

INTERROGATORY NO. 6:

Provide the status of the Electric and Magnetic Fields (EMF) report. Provide a copy of the report if it is available.

RESPONSE:

As stated in the petition, a preliminary analysis of the potential electric and magnetic fields attributable to the interconnection is underway. However, until ISO-NE completes its Feasibility Study, and the interconnection configuration is finalized, the analysis cannot be completed. Tamarack will provide a copy of the final EMF analysis, once it is completed.

INTERROGATORY NO. 7:

Calculate the amounts of cut and fill that would be required to develop this facility.

RESPONSE:

Based on the current site plan, the earth work requirement is very well balanced. The estimated amount of cut required to develop this facility is 77,000 cubic yards and the estimated amount of fill is 70,000 cubic yards. These quantifies are likely to change somewhat when the detailed subsurface exploration program is completed.

INTERROGATORY NO. 8:

How many trees with a diameter greater than six inches at breast height would be removed during the development of the proposed power plant and access drive?

RESPONSE:

As stated in the petition (Appendix I, Terrestrial Ecology Report, p. 13-18), the portion of the site on which the WRP project is to be located was cleared approximately 10 years ago for a then anticipated industrial development project. As a result, the dominant vegetative cover consists of a dense sapling forest in which the trees exhibit a diameter at breast height (dbh) of one to two inches. Accordingly, the development of the power plant and access drive will not require the removal of trees with a dbh of greater than six inches, because such larger trees are not present.

INTERROGATORY NO. 9:

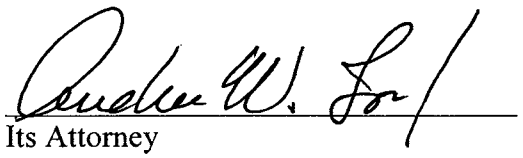
Would any blasting be required at the proposed site?

RESPONSE:

Due to the presence of shallow or outcropping bedrock, it is likely that some blasting will be necessary for the construction of the project. At this time the extent of blasting is not known. Any blasting will be done in accordance with best management practices, including any pre or post-blasting surveys that are necessary.

Respectfully submitted,

WATERTOWN RENEWABLE POWER, LLC

By: 

Its Attorney
Andrew W. Lord
Murtha Cullina LLP
185 Asylum Street
Hartford, CT 06103
Telephone: (860) 240-6180
Facsimile: (860) 240-6150

Exhibit 3

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

WATERTOWN RENEWABLE POWER, LLC	:	
PETITION FOR A DECLARATORY RULING	:	
APPROVING THE CONSTRUCTION,	:	PETITION NO. 834
MAINTENANCE AND OPERATION	:	
OF A 30MW BIOMASS GASIFICATION	:	
GENERATING PROJECT AT ECHO	:	
LAKE ROAD, WATERTOWN, CONNECTICUT	:	JANUARY 29, 2008

PRE-FILED TESTIMONY OF WILLIAM G. CARTER

Q. Please state your name, title and business address.

A. William G. Carter
Managing Director
Tamarack Energy, Inc.
36 Plains Road
Essex, CT 06426

Q. Please describe your current responsibilities and professional expertise.

A. I am the Managing Director for Tamarack Energy, Inc. In this capacity, I oversee the development of its portfolio of energy projects, from concept to commercial operation. My qualifications are described in more detail in my resume, which is attached.

Q. What has been your role in the Watertown Renewable Power project that is the subject of this petition?

A. As Managing Director of Tamarack, I have over-arching responsibility for all aspects of the project. Generally, I have been involved in the project from the initial conception to present. Specifically, I selected the site for the project, identified the biomass gasification technology that is proposed, and negotiated and executed an Electricity Purchase Agreement ("EPA") with Connecticut Light & Power. In addition, I am responsible for procuring the fuel supply for the project and coordinating the electric interconnection. I have also been involved in the extensive community outreach efforts.

Q. Did you oversee and supervise the preparation of the sections of the petition related to the foregoing aspects of the project?

A. Yes.

Q. With regard to the EPA which is listed as Exhibit 10 on the Petitioner's List of Witnesses and Exhibits, you stated above that you negotiated and executed the EPA. Is that correct?

A. Yes.

Q. Is Watertown Renewable Power LLC the successor to GDI Renewable Power – Watertown LLC?

A. Yes. After entering into the EPA, GDI Renewable Power-Watertown LLC changed its name to Watertown Renewable Power LLC.

Q. Did you participate in discussions and correspondence that led to your receipt of the ISO-NE Qualification Determination for the Watertown Biomass Project for the First Forward Capacity Auction, dated October 2, 2007, which is listed as Exhibit 11 in the Petitioner's List of Witnesses and Exhibits?

A. Yes.

Q. Are the copies of the EPA and the ISO-NE Qualification Determination provided to the Council identical to the original documents?

A. Yes they are.

Q. At this time, are there any corrections or additions to the information contained in the above-described exhibits?

A. No.

Q. Is the information contained in the above-described exhibits true and accurate to the best of your knowledge and belief?

A. Yes.

Q. Are you prepared to testify regarding the subjects in the petition that you prepared or assisted in preparing, as well as the EPA and the ISO-NE Qualification Determination?

A. Yes, I am.

Q. Does this conclude your testimony?

A. Yes.

Tamarack
ENERGY

WILLIAM G. CARTER, P.E., J.D.

Managing Director

Mr. Carter has 30 years experience developing, constructing and operating energy projects totaling more than 2,000 MW, utilizing both conventional and renewable technologies.

Education
University of Connecticut Law School, Juris Doctorate
Clarkson University, B.S. Mechanical Engineering

Professional Registration
Licensed Professional Engineer (Connecticut)
Licensed Professional Engineer (Virginia)
Connecticut State Bar – admitted to practice

Professional Societies
Connecticut Power and Energy Society
Alliance for Clean Energy – New York
American Dispute Resolution (Construction and Energy Neutrals)

As Managing Director of Tamarack Energy, Mr. Carter oversees the development of its portfolio of energy projects. He is involved in each of Tamarack's projects from concept to commercial operation and is intimately involved in the search for and evaluation of new opportunities.

Mr. Carter founded the independent firm, Tamarack Group, LLC, in 2003 to develop renewable energy facilities. As a result of their shared vision and goals, Tamarack Group merged with Haley & Aldrich to form Tamarack Energy, Inc. in 2005.

Prior to establishing Tamarack Group, LLC, Mr. Carter was Vice President of Project Development for Gemma Power Systems, a major engineering, procurement and construction contractor involved in the construction of gas turbine power projects for utility and independent power customers. He was responsible for providing project development and consulting services to the owners, investors, lenders and insurers of large scale energy projects. Mr. Carter also served as the Vice President of Project Implementation for Kenetech Corp., a world leader in the renewable energy industry and worked for several years in Stone & Webster's project management organization.

Mr. Carter served ten years as a Commissioned officer in the U.S. Army Corps of Engineers in such diverse locations as Colorado, North Dakota, Minnesota, Alaska, the Marshall Islands, Washington, and Virginia.

Areas of Expertise

- Project Development
- Project Design
- Public Presentation
- Contract Negotiation
- Interconnection Agreements
- Site Acquisition
- Asset Management

Exhibit 4

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

WATERTOWN RENEWABLE POWER, LLC	:	
PETITION FOR A DECLARATORY RULING	:	
APPROVING THE CONSTRUCTION,	:	PETITION NO. 834
MAINTENANCE AND OPERATION	:	
OF A 30MW BIOMASS GASIFICATION	:	
GENERATING PROJECT AT ECHO	:	
LAKE ROAD, WATERTOWN, CONNECTICUT	:	JANUARY 29, 2008

PRE-FILED TESTIMONY OF MARK M. MIRABITO

Q. Please state your name, title and business address.

A. Mark M. Mirabito
Project Developer
Tamarack Energy, Inc.
36 Plains Road
Essex, CT 06426

Q. Please describe your current responsibilities and professional expertise.

A. I currently am the Project Developer for several renewable energy projects, including the Watertown Renewable Power project that is the subject of this petition. In this role, I am responsible for the day-to-day activities associated with obtaining the necessary permits and authorizations needed to construct, maintain and operate the facility. Specifically, I prepared or supervised the preparation of the petition (Petitioner's Exhibit 1), responded to the Connecticut Siting Council interrogatories (Petitioner's Exhibit 2), and coordinated public outreach efforts. My experience and qualifications are described in detail in my resume, which is attached.

Q. Were you involved in the preparation or production of other exhibits submitted on behalf of Waterbury Renewable Power LLC in this proceeding?

A. Yes. As Project Manager, I have been involved in negotiations and discussions with various state and local agencies regarding certain aspects of the project and have provided copies of relevant correspondence to the Siting Council as exhibits. Specifically, I provided the following documents:

Exhibit 8: Tamarack Energy, Inc. letter to Daniel F. Caruso, Chairman, Connecticut Siting Council, dated November 26, 2007 and the attached letter from the Waterbury Economic Development Commission endorsing the project;

Exhibit 9: Tamarack Energy, Inc. letter to Daniel F. Caruso, Chairman, Connecticut Siting Council, dated December 10, 2007 and the attached motion of the Watertown Planning and Zoning Commission;

Exhibit 12: State Historical Preservation Office letter to Dr. Gregory Walwer regarding the Watertown Renewable Power Plant, dated January 7, 2008;

Exhibit 13: Tamarack Energy letter to the Connecticut Department of Environmental Protection regarding Transmission Right-of-Way Watertown, DEP File No. A-07-41, dated January 14, 2008;

Q. Are the copies of the exhibits listed in your previous response identical to the original documents you received?

A. Yes.

Q. At this time, are there any additions or corrections to the exhibits described above?

A. No.

Q. Is the information contained in these exhibits true and accurate to the best of your knowledge and belief?

A. Yes.

Q. Are you prepared to offer testimony regarding each of the exhibits that you prepared or produced?

A. Yes.

Q. Does this conclude your testimony?

A. Yes.

Tamarack
ENERGY

MARK R. MIRABITO, CEM

Project Developer

Mr. Mirabito has experience managing, designing, and executing complex design, permitting and construction projects.

Education
Stevens Institute of Technology, M.E. Environmental Engineering

University of Notre Dame, B.S. Chemical Engineering

Professional Registration
Certified Energy Manager (CEM)

Professional Societies
Association of Energy Engineers

Mr. Mirabito is a project developer with nearly 10 years of project management, process engineering, and procurement experience. He is responsible for the ongoing evaluation of renewable energy technologies and for driving the execution of Tamarack Energy's development projects.

Mr. Mirabito is currently the project manager for the Watertown Renewable Power Project, a 30 MW clean wood power facility proposed for Watertown, Connecticut. He is responsible for day-to-day development of the Watertown Project including permitting, engineering, interconnection, schedule/budget, and community outreach.

Prior to joining Tamarack Energy, Mr. Mirabito worked for Merck & Co., Inc. While there, he led scope development, design, and start-up activities for pharmaceutical manufacturing projects in Virginia and Puerto Rico. Most recently, he was responsible for the strategic sourcing of Merck's chemical and utility equipment purchases. For many of his years at Merck, Mr. Mirabito participated on the energy reduction initiative team, helping to achieve aggressive energy cost savings targets through conservation and efficiency improvements.

Areas of Expertise

- Technology Evaluation
- Project Management
- Scope Development
- Process Design
- Operational Excellence
- Lean Principles
- Groundwater and Soil Remediation
- Energy Audits
- Contract Negotiations
- Renewable Fuels

Exhibit 5

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

WATERTOWN RENEWABLE POWER, LLC	:	
PETITION FOR A DECLARATORY RULING	:	
APPROVING THE CONSTRUCTION,	:	PETITION NO. 834
MAINTENANCE AND OPERATION	:	
OF A 30MW BIOMASS GASIFICATION	:	
GENERATING PROJECT AT ECHO	:	
LAKE ROAD, WATERTOWN, CONNECTICUT	:	JANUARY 29, 2008

PRE-FILED TESTIMONY OF MICHAEL I. HOLZMAN

Q. Please state your name, title and business address.

A. Michael I. Holzman
Principal
M. I. Holzman & Associates, LLC
57 Mountain View Drive
West Hartford, CT 06117-3028

Q. Please describe your current responsibilities and professional expertise.

A. I am the founder and principal of M.I. Holzman and Associates, LLC, a firm that provides technical expertise and project management on projects concerning multi-media environmental permitting and impact studies, Clean Air Act regulatory compliance, and air pollution control engineering, among other things. My qualifications are described in my resume, which is attached.

Q. What has been your role in the Watertown Renewable Power project that is the subject of this petition?

A. I assisted with the development of the permitting plan, prepared the CTDEP air permit application and air quality impact analysis, and prepared sections of the petition related to air permitting, emissions analysis and cooling tower impacts.

Q. Are you prepared to address those sections of the petition that you prepared or assisted in preparing?

A. Yes.

Q. At this time, are there any additions or corrections to the exhibits described above?

A. No.

Q. Is the information in the sections of the petition that you prepared or assisted in preparing true and accurate to the best of your knowledge and belief?

A. Yes.

Q. Does this conclude your testimony?

A. Yes.

M.I. HOLZMAN
& ASSOCIATES, LLC

Environmental Engineering ■ Impact Assessment ■ Compliance Services

MICHAEL I. HOLZMAN

EDUCATION

1985	M.S., Illinois Institute of Technology, Environmental Engineering
1982, 1983	Stevens Institute of Technology and New Jersey Institute of Technology, graduate study in Chemical Engineering
1981	B.S., University of Pennsylvania, Bioengineering/Environmental Engineering

SUMMARY OF EXPERIENCE

Mr. Holzman is founder and Principal of M.I. Holzman & Associates, LLC. He provides technical expertise and project management on projects concerning multi-media environmental permitting and impact studies, Clean Air Act regulatory compliance, air pollution control engineering, air quality impact assessment, air toxics assessments, chemical accident prevention, process safety management, odor evaluations, emissions testing, health risk assessments, pollution prevention and environmental compliance audits. Mr. Holzman has over **25 years experience in environmental consulting and air pollution control engineering**. As a consultant, Mr. Holzman has served a variety of industries including waste-to-energy/incineration, energy generation, biomass/renewable energy, LNG terminals, chemical/pharmaceutical manufacturing, coating, converting, printing, textiles, hardware manufacturing, brick manufacturing, asphalt, cement, automobile and automotive parts manufacturing, aircraft maintenance and component manufacturing, wastewater and water treatment, and municipal and industrial landfills. As an applications engineer for an air pollution control equipment manufacturer, Mr. Holzman designed, marketed, and managed installation contracts for a variety of air pollution control systems. Mr. Holzman was also an adjunct professor from 1997 to 2005 at the University of Hartford, teaching a graduate engineering course on advanced air pollution control engineering.

Representative project experience:

- Assisted more than 50 facilities to comply with various requirements of the 1990 Clean Air Act Amendments. Services provided include: compiling emission inventories, evaluating compliance status, determining applicability of regulatory requirements, developing BACT, RACT, MACT and LAER compliance plans, and preparing Title V operating permit applications, Title IV Acid Rain Permit applications, Title IV Monitoring Plans, and NO_x Budget Monitoring Plans.
- Managed multi-media permitting of more than 40 merchant power, independent power, cogeneration and waste incineration plants in 12 different states, including preparation of environmental impact analyses, air permit applications, water discharge permit applications, and air quality, noise, traffic, and visual impact assessments.
- Developed air permit applications for waste incineration, merchant power, cogeneration, electrical utilities, LNG terminals, universities, hospitals and a wide variety of manufacturing facilities. This work included emissions characterization, air quality impact (dispersion

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modeling) analyses and Best Available Control Technology (BACT) and Lowest Achievable Emission Rate (LAER) analyses for gas turbines, wood- and biomass-fired boilers, municipal and medical waste incinerators, fossil fuel boilers, reciprocating engines and a wide variety of other process and manufacturing sources.

- Performed numerous air quality impact dispersion modeling analyses in support of permit applications, environmental impact assessments, siting studies and legal proceedings concerning air quality impacts. Demonstrated proficiency using EPA- and state agency-recommended dispersion models, including AERMOD, CALPUFF, ISC, PTMTPA, CTSCREEN, VISCREEN, SACTI, SCREEN3 and other models.
- Performed air quality impact analyses and prepared environmental impact reports evaluating proposed LNG and/or LPG terminals and associated pipeline construction. Tasks included developing modeling input and performing refined dispersion modeling for multiple gas turbines, boilers, LNG vaporizers, reciprocating engines, process flares and tanker ship loading/unloading operations at the proposed LNG terminals as well as numerous marine vessels and specialized pipeline installation equipment along the pipeline construction route, both offshore and inland.
- Conducted air quality impact analyses and performed reviews of environmental impact assessments for international projects subject to World Bank or International Finance Corporation guidelines for conducting Environmental Impact Assessments (EIA). This work has included air emissions inventory development, screening and refined dispersion modeling, and assessment of compliance with World Bank and other Guidelines.
- Performed control technology evaluations, developed bid specifications, evaluated proposals and made recommendations for air pollution control equipment for numerous manufacturing operations.
- Provided technical review and expert witness services on air pollution and air quality impact issues to attorneys representing industries, municipalities, and citizen groups in support of hearings, litigation and arbitration cases.
- Evaluated fugitive particulate emissions and impacts from mineral mining and processing operations, including sand and gravel, cement, brick, and asphalt production plants.
- Performed hazard assessments, offsite consequence analyses and prepared risk management plans, prevention programs, and emergency response plans for industrial manufacturing plants, propane storage facilities and water and wastewater treatment plants.
- Performed numerous environmental compliance audits for a variety of industries, including municipal and medical waste incinerators, power plants, chemical and other manufacturing plants.
- Contributor to several research programs sponsored by New York State Energy Research and Development Authority concerned with the environmental implications of waste wood combustion and gasification. Managed pilot-scale and full scale combustion testing programs to evaluate combustion characteristics, ash composition and air emissions from several waste wood and non-fossil fuel mixtures.
- Developed specifications and evaluated proposals for complete retrofit air pollution control system for municipal solid waste incineration facility.
- Performed health risk assessments for waste wood-fired power plants and hazardous waste treatment, storage and disposal facilities.

- Performed assessments of air toxic emissions from paper mills, chemical manufacturing plants, brick manufacturing facilities, hazardous waste treatment, storage, and disposal facilities, a rifle manufacturing facility and municipal solid waste landfills.
- Performed feasibility study, treatability study, and process design for treatment of industrial liquid wastes at landfill site to allow discharge to sewer.
- Evaluated hazardous waste management and pollution prevention strategies for an automobile manufacturer, aircraft maintenance facilities, and aircraft parts manufacturing plants.
- Designed air pollution control system for PCB pyrolysis unit including gas cooling, particulate removal, hydrochloric acid recovery, and afterburner.

PRIOR EXPERIENCE

Prior to founding M.I. Holzman & Associates, LLC, Mr. Holzman most recently served as Associate Principal and Manager of Environmental Risk Limited's (ERL) Air Quality Services group. His tenure at ERL was nearly 13 years, 7 of which serving as Manager of Air Quality Services. Prior to working at ERL, Mr. Holzman was an environmental engineer with Dames and Moore Group, an international environmental consulting company, and an applications engineer for Croll-Reynolds Company, an air pollution control equipment manufacturer.

PROFESSIONAL AFFILIATIONS

Air and Waste Management Association
Connecticut Power and Energy Society
Connecticut Business and Industry Association
Connecticut State Implementation Plan Revision Advisory Committee
Northeast Energy and Commerce Association

PUBLICATIONS/PRESENTATIONS

"Ten Years After the Clean Air Act Amendments: Are We Done Yet?" New England's Environment, Environment NewsMagazines, Inc., July 1999.

"Environmental Permitting of A New Generation Merchant Power Plant in the Northeast" Power-Gen International Conference, December 1998.

"Municipal Sludge Composting Facility Emissions - Comparison of Wet Scrubber and Biofiltration Control Performance" 90th Annual Meeting of the Air and Waste Management Association, 1997.

"Results of Air Emissions Testing of Two Small Wood-Chip Fired Furnaces in Vermont," Second Biomass Conference of the Americas, 1995.

"Emissions From Combustion of Treated Wood Fuel and Tires in Industrial Boilers," 88th Annual Meeting of The Air and Waste Management Association, 1995.

"Database of Hazardous Air Pollutant Emissions from Waste Wood Fired Boilers," 86th Annual Meeting of The Air and Waste Management Association, 1993.

"Ability to meet Air Quality Standards When Burning Treated Wood" , 5th Annual National Biofuels Conference, 1992.

"Regulation of Chromium Emissions Through CTDEP's Hazardous Air Pollutant Control Program," for Presentation at Connecticut Association of Metal Finishers Seminar on Air Quality Regulations, 1990.

"Recent BACT Determinations for Small Power Plants and Cogeneration Facilities," Proceedings of Conference on Air Quality Issues Pertaining to Power Production, Air and waste Management Association, New England Section, 1989.

"Retrofitting Acid Gas Controls on Operating Refuse Incinerators," for presentation at the 81st Annual Meeting of the Air Pollution Control Association, 1988.

"Development of a VOC Compliance Strategy for an Adhesive Coating Manufacturer Through Implementation of an Alternative Emissions Reduction "Bubble" Plan," for presentation at the AWMA Specialty Conference on 0_3 Control Strategies, 1987.

"Application and Evaluation of Four Regression Techniques for a Chemical Mass Balance Receptor Model," for presentation at the 79th Annual Meeting of the Air Pollution Control Association, 1986.

EXPERT WITNESS/PRESENTATION EXPERIENCE

- Adjudicatory hearing in support of permit for modification of an existing regional recycling facility (CRRA, Hartford, CT). Provided testimony on mobile source emissions, air pollution controls, air quality impacts, and air pollution regulations.
- Expert witness on behalf of an asphalt paving company in a civil case, involving air quality impacts due to fugitive emissions.
- Public informational meetings, Siting Council and CT DPUC hearings on air quality impacts from proposed 37.5 MW biomass energy project in CT (Plainfield Renewable Energy LLC).
- Adjudicatory hearing and informational meetings in support of permits for the reactivation of an oil-fired power plant in New Haven, CT (Quinnipiac Energy LLC). Provided testimony on power plant emissions, air pollution controls, air quality impacts, and air pollution regulations.
- Adjudicatory and informational hearings (520 MW Merchant Power Plant in Bridgeport, CT).
- Adjudicatory hearings before the CTDEP in support of permits for a wood-fired power plant. Provided testimony on emissions, controls, air quality impacts, health risk analysis, air pollution regulations (Killingly Energy Limited Partnership).
- Local zoning hearing on air quality impacts of cogeneration facility in Fresno, California.
- Local zoning hearing on odor and noise impacts/ mitigation regarding the proposed expansion of an industrial facility in Avon, CT.
- Public hearings on air quality impacts of proposed wood/coal fired power plant in Chicago, IL.
- Deposition on behalf of a furniture refinishing operation on indoor air quality impacts on an adjacent machine shop.
- Expert witness on behalf of the Town of Colchester, CT on air quality impacts of proposed asphalt plant.
- Public informational meeting on air quality impacts from proposed 500 MW Merchant Power Project in NY.

M.I. HOLZMAN
& ASSOCIATES, LLC

Environmental Engineering ■ Impact Assessment ■ Compliance Services

Qualifications and Experience Summary

ENVIRONMENTAL ENGINEERING AND CONSULTING SERVICES FOR ENERGY GENERATION, INDUSTRIAL MANUFACTURING, AND WASTE MANAGEMENT INDUSTRIES

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M.I. HOLZMAN
& ASSOCIATES, LLC

Environmental Engineering ■ Impact Assessment ■ Compliance Services

ENVIRONMENTAL ENGINEERING / AIR QUALITY SERVICES

M.I. Holzman & Associates, LLC is an independent consulting firm providing environmental permitting, compliance, engineering and impact analysis services, with an air quality specialization. Michael I. Holzman, the firm's founder and Director, brings 25+ years of environmental consulting and engineering experience to the timely and practical solution of his clients' project development and compliance needs.

Representative Services:

Permitting/Impact Assessment	Compliance Services
• Regulatory applicability analysis • Strategy development / permit plans • Permit applications • Emission characterization and quantification • PSD and non-attainment New Source Review • BACT/LAER evaluations • Air quality impact assessment/computer dispersion modeling • Hazardous air pollutant analyses • Title V operating permits • Title IV (Acid Rain) permits • Permit negotiation • Hearings/Expert Testimony • Transmission line construction impacts	• Compliance audits • Compliance plans • RACT/MACT compliance plans • Consent Order negotiation and technical support • Emissions Monitoring, Recordkeeping, and Reporting systems - custom software development • Emission statements • Annual emissions reports • Pre-Inspection Questionnaires • Continuous Emissions Monitoring Plans • Acid Rain monitoring plans • NO_X Budget monitoring plans
Air Pollution Control Engineering	**Other Services**
• Control equipment performance evaluations • Selection of control technologies for PM, VOC, acid gases, NO_X, air toxics • Conceptual design/feasibility and economic evaluations • Ventilation system design • Vendor bid specifications/vendor selection • Vendor proposal evaluation • Control system capture and destruction efficiency testing/demonstrations	• Accidental Release Prevention/Analysis - Risk Management Plans, Offsite Consequence/Hazard Analyses, OSHA PSM • EPCRA/SARA Title III compliance • Environmental Impact Statements • Wastewater, Stormwater, Spill Control Plans/Permits • Solid Waste Management permitting • Odor studies • Indoor air quality studies • Environmental audits and risk assessments

Representative industry clients:

Energy[1]	Waste and Water Treatment	Industrial/Manufacturing
• Merchant Power • Independent Power • Utility Power • Cogeneration • Distributed Generation • Biomass Energy • Renewable Energy	• Municipal Waste Combustors • Medical Waste Incinerators • Sewage Sludge Incinerators • Solid Waste Landfills/Flares • Hazardous Waste TSDF • Waste Water Treatment Plants • Water Treatment Plants	• Chemicals and Pharmaceuticals • Coating/Converting and Printing • Hardware Manufacturing • Brick Manufacturing • Asphalt and Cement Plants • Aerospace Parts • Automotive Parts

[1] Project experience in multiple states and international.

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M.I. HOLZMAN & ASSOCIATES, LLC

Table 1: Representative Power Plant and Energy Industry Project Experience

Project	Type	Fuel	City	State or Country	Permit Strategy / Plan Due Diligence	EIA / EIS / Siting Studies	NSR / PSD / Air Permitting	Air Quality Impact Analysis	Control Technology Analysis	Hearings / Expert Testimony	HAPs / Risk Assessment	Title V Permits	Title IV (Acid Rain) Permits / Monitoring Plans	Solid Waste Permitting
AES Ocean LNG	Combustion Turbines, LNG Terminal Operations	Gas/Oil	Ocean Cay	Bahamas			●		●	●	●			
AES Sparrows Point	Combustion Turbines, LNG Terminal Operations	Gas	Baltimore	MD			●	●	●	●				
Baha Mar Resort	Multiple Boilers and Diesel Generators	Oil	Nassau	Bahamas					●					
Bridgeport Energy	Combustion Turbines	Gas	Bridgeport	CT		●	●	●		●	●	●	●	
Capitol District Energy Center	Combustion Turbines	Gas/Oil	Hartford	CT		●	●	●	●	●		●	●	●
CP&L Effingham	Combustion Turbines	Gas/Oil	Effingham	GA	●									
Destec Corp.	Combustion Turbines	Gas/Oil	Ledyard	CT		●								
Dexter Corp. Cogeneration	Combustion Turbines	Gas/Oil	Windsor Locks	CT			●	●		●		●		
G. Fox Cogeneration	Combustion Turbines	Gas/Oil	Hartford	CT			●	●		●		●		
Hartford Hospital Cogeneration	Combustion Turbines	Gas/Oil	Hartford	CT			●	●		●		●		
KES Kingsburg Cogeneration	Combustion Turbines	Gas/Oil	Kingsburg	CA		●	●	●	●	●	●	●		
KES Webster	Combustion Turbines	Gas/Oil	Webster	MA			●	●		●				
Nebraska Power Beatrice Power Station	Combustion Turbines	Gas/Oil	Beatrice	NE	●									
O'Brien Cogeneration	Combustion Turbines	Gas/Oil	Hartford	CT			●	●		●		●		
Pepperell Power	Combustion Turbines	Gas/Oil	Pepperell	MA									●	
Twin Tier Power	Combustion Turbines	Gas/Oil	Nichols	NY			●	●	●	●	●			
Adriaen's Landing - CT Convention Center	Boilers	Gas/Oil	Hartford	CT		●	●	●	●	●	●	●		
Quinnipiac Energy	Boilers	Oil	New Haven	CT			●	●		●	●	●	●	
Biogen Wood-Fired Power	Boiler	Wood	Torrington	CT			●	●		●		●		●
CMS, IL	Boiler	Wood	McCook	IL				●		●		●		
Craven County Wood Energy	Boiler	Wood	New Bern	NC				●	●	●				
Grayling Generating Station	Boiler	Wood	Grayling	MI				●		●		●		
KES Brockton	Boiler	Wood	Brockton	MA			●	●		●				
KES Chateaugay	Boiler	Wood	Chateaugay	NY				●		●				
KES Fitchburg	Boiler	Wood	Westminster	MA			●	●		●		●		
KES Tinton Falls	Boiler	Wood	Tinton Falls	NJ			●	●		●		●		
Killingly Wood Energy	Boiler	Wood	Killingly	CT		●	●	●		●	●	●		●
Metro-East Energy	Boiler	Wood	Madison	IL				●		●	●	●		
Plainfield Renewable Energy	Fluid Bed Gasifier	Wood	Plainfield	CT		●	●	●	●	●	●	●	●	
Watertown Renewable Power	Fluid Bed Gasifier	Wood	Watertown	CT		●	●	●	●	●	●	●	●	●
Polsky Energy	Boiler	Wood	Cook County	IL			●	●		●		●		
Ridge Generating Station	Boiler	Wood	Polk County	FL				●		●				
Hospital of St. Raphael	Diesel Generators	Gas/Oil	New Haven	CT				●		●				
Mount Sinai Hospital	Diesel Generators	Gas/Oil	Hartford	CT				●		●				
Genor Company	Diesel Generators	Oil	Puerto Barrios	Guatemala	●									

M.I. HOLZMAN & ASSOCIATES, LLC

Table 2: Representative Solid Waste, Water and Wastewater Management Facility Project Experience

Project	Type	City	State or Country	Solid Waste Permitting	NSR / PSD / Air Quality Permitting	Title V Permitting	Waste water Permitting and Plans	Permit Strategy / Permit Plan	EIA / EIS / Siting Studies	Air Quality Impact Analysis	Control Technology Analysis	Hearings / Expert Testimony	Hazardous Air Pollutants Risk Assessment	Environmental Compliance Audits
American Ref-Fuel, Preston	Municipal Waste Combustors	Preston	CT	●										●
Covanta Bristol	Municipal Waste Combustors	Bristol	CT	●	●	●						●		
Covanta Mid-CT	Municipal Waste Combustors	Hartford	CT	●	●	●						●		
Covanta Wallingford	Municipal Waste Combustors	Wallingford	CT	●	●	●			●			●		
Wheelabrator Bridgeport	Municipal Waste Combustors	Bridgeport	CT	●	●									
Wheelabrator Lisbon	Municipal Waste Combustors	Lisbon	CT	●	●	●	●	●				●		
Windham Energy Recover Facility	Municipal Waste Combustors	Willimantic	CT									●		
Vicon Pigeon Point	Municipal Waste Combustors	New Castle	DE									●		●
American Ref-Fuel, Rochester	Municipal Waste Combustors	Rochester	MA											●
American Ref-Fuel, Essex County	Municipal Waste Combustors	Essex County	NJ											●
Foster Wheeler Pasaic County	Municipal Waste Combustors	Pasaic County	NJ		●					●		●	●	
American Ref-Fuel, Hempstead	Municipal Waste Combustors	Hemstead	NY											●
American Ref-Fuel, Niagara Falls	Municipal Waste Combustors	Niagara Falls	NY											●
American Ref-Fuel, Chester	Municipal Waste Combustors	Chester	PA											●
Hartford Landfill	Municipal Waste Combustors	Hartford	CT								●		●	
Newtown Transfer Station	Municipal Waste Transfer Station	Newtown	CT	●										
CMS, Exeter Energy	Waste Tire Fired Combustor	Sterling	CT		●	●								
Chewton Glenn Energy	Waste Tire Fired Combustor	Ford Heights	IL		●							●		
CRRA Mid-CT Regional Recycling Center	Municipal Waste Recycling Facility	Hartford	CT								●	●	●	
Metropolitan District	Water Pollution Control Facilities, including sludge incinerators (Hartford)	Hartford, East Hartford, Poquonock, Rocky Hill	CT		●	●			●		●	●		●
City of Meriden	Water Treatment and Water Pollution Control Facilities	Meriden, Cheshire	CT		●		●		●					●

M.I. HOLZMAN & ASSOCIATES, LLC

Table 3: Representative Manufacturing Industry Project Experience

Project	Type	City	State or Country	NSR / PSD / Air Permitting	Title V Permits	Air Quality Impact Analysis / Dispersion Modeling	Emission Inventories	Control Technology Analysis / Engineering	Hazardous Air Pollutants Risk Assessment	MACT and RACT Compliance	ERC Generation / Banking	RMP / PSM Compliance	EPCRA / SARA Compliance	Stormwater and Spill Prevention Plans
All States Asphalt	Asphalt manufacturing	Killingly	CT	●			●	●	●					
American Wire Corp.	Wire products	Sandy Hook	CT				●	●		●				
Ansonia Copper and Brass	Copper and brass manufacturing	Ansonia and Waterbury	CT	●	●		●							
Applied Tech Products	Cosmetic containers manufacturing	Stratford	CT	●										
BICC General Cables	Electrical cables manufacturing	Willimantic	CT	●	●		●	●	●					
Carlon Products Co.	Manufacturer of Floatation devices	Derby	CT	●	●		●	●	●	●			●	
Cooper Crouse-Hinds	Airport lighting products	Windsor	CT	●	●		●			●			●	●
Corbin-Russwin	Hardware components	Berlin	CT			●	●			●			●	
Cromwell Growers	Greenhouse	Cromwell	CT	●		●								
Cuno, Inc.	Filter manufacturing	Multiple locations	CT	●	●	●	●	●	●	●				
Exmet Corp.	Specialty expanded metals	Naugatuck	CT							●			●	
Galasso Materials	Asphalt and Cement	Granby	CT	●	●	●	●	●		●				
Hicks & Otis	Printing and coating	Norwalk	CT	●			●	●						
Hitchcock Chair, Ltd.	Furniture manufacturing	Riverton	CT	●			●	●		●				
Naugatuck Glass Co.	Mirror manufacturing	Naugatuck	CT	●	●		●	●	●	●				
OSF	Fiber optics manufacturing	Sturbridge	MA										●	
PGP Industries	Precious metals recovery	Waterbury	CT	●			●	●						
Redland Brick Inc.	Brick manufacturing	Multiple locations	CT, MD, PA, OH	●	●	●	●	●	●	●				
RSA Corporation	Organic chem. and pharmaceuticals	Danbury	CT	●	●		●	●		●				
Saint-Gobain PPL	Specialty coatings	New Haven	CT	●	●		●	●	●	●	●	●	●	●
Sargent Manufacturing	Hardware components	New Haven	CT	●	●		●			●			●	
Satin American Corp.	Electronic components	Shelton	CT	●										●
Spongex Corporation	Floatation devices	Shelton	CT	●	●	●	●			●			●	
StanChem	Specialty coatings and chemicals	Berlin	CT	●			●						●	
Supreme Lake Mfg.	Screw machine products	Plainville	CT	●	●		●			●			●	
Technical Coatings Laboratories	Specialty coatings	Avon	CT	●			●	●	●	●				
Valley Sand & Gravel	Sand and gravel products	North Haven	CT	●			●	●						
Wyman Gordon Co.	Aerospace products	Multiple locations	CA, OR, NV										●	

M.I. HOLZMAN & ASSOCIATES, LLC

Table 4: Representative Air Pollution Control Engineering and Evaluation Project Experience

Project	City	State or Country	Facility Type	Pollutants	Control Equipment Performance Evaluation	Selection of Control Technologies - Economic Evaluation	Control Equipment Conceptual / Preliminary Design - Feasibility and	Ventilation System Evaluation and Design	Vendor Bid Specifications / Vendor Selection	Control System Capture and Destruction Efficiency Testing	Regulatory Evaluation and Compliance Plans	Air Permitting
Carlon Products Co.	Derby	CT	Manufacturer of buoys, floatation devices	VOC, HAPs, Toluene		●	●		●	●	●	●
Cuno, Inc.	Meriden	CT	Manufacturer of fluid filtration equipment	VOC, HAPs (Formaldehyde, methanol)	●	●	●	●	●	●	●	●
Cuno, Inc.	Staffords Springs	CT	Manufacturer of fluid filtration equipment	VOC, HAPs (Formaldehyde, phenol)	●	●	●		●	●	●	●
Electrocal	South Windsor	CT	Screen printing facility	VOC, HAPs		●	●	●	●	●	●	●
Hicks & Otis Prints, Inc.	Norwalk	CT	Manufacturer of automotive trim, molding, and seal materials - coatings and laminates	VOC, HAPs	●	●	●	●		●	●	●
Mid-CT Resource Recovery Facility	Hartford	CT	Municipal waste incinerator	PM, odors, Ammonia	●			●			●	
Naugatuck Glass Co.	Naugatuck	CT	Manufacturer of mirrors and glass products	VOC, HAPs	●	●	●		●	●	●	●
Nutmeg Furniture	Hartford	CT	Furniture refinisher	VOC, HAPs				●			●	●
PGP Industries	Waterbury	CT	Precious metals reclamation	HCl, HAPs, PM	●	●	●	●	●	●	●	●
Redland Brick Inc.	South Windsor	CT	Brick manufacturer - brick tunnel kiln	HF, HCl, SO_3, SO_2	●	●	●		●	●	●	●
Redland Brick Inc.	Williamsport	MD	Brick manufacturer - brick tunnel kiln	HF, HCl, SO_3, SO_2	●					●	●	●
Redland Brick Inc.	Cheswick	PA	Brick manufacturer - brick tunnel kiln	HF, HCl, SO_3, SO_2		●	●		●	●	●	●
RSA Corporation	Danbury	CT	Manufacturer of organic chemicals, pharmaceuticals	VOC, HAPs, Acid Gases	●	●	●			●	●	●
The Hitchcock Chair Co. LTD.	Riverton	CT	Furniture manufacturer	VOC, HAPs		●					●	

M.I. HOLZMAN
& ASSOCIATES, LLC

Environmental Engineering ■ Impact Assessment ■ Compliance Services

MICHAEL I. HOLZMAN

EDUCATION

1985	M.S., Illinois Institute of Technology, Environmental Engineering
1982, 1983	Stevens Institute of Technology and New Jersey Institute of Technology, graduate study in Chemical Engineering
1981	B.S., University of Pennsylvania, Bioengineering/Environmental Engineering

SUMMARY OF EXPERIENCE

Mr. Holzman is founder and Principal of M.I. Holzman & Associates, LLC. He provides technical expertise and project management on projects concerning multi-media environmental permitting and impact studies, Clean Air Act regulatory compliance, air pollution control engineering, air quality impact assessment, air toxics assessments, chemical accident prevention, process safety management, odor evaluations, emissions testing, health risk assessments, pollution prevention and environmental compliance audits. Mr. Holzman has over **25 years experience in environmental consulting and air pollution control engineering**. As a consultant, Mr. Holzman has served a variety of industries including waste-to-energy/incineration, energy generation, biomass/renewable energy, LNG terminals, chemical/pharmaceutical manufacturing, coating, converting, printing, textiles, hardware manufacturing, brick manufacturing, asphalt, cement, automobile and automotive parts manufacturing, aircraft maintenance and component manufacturing, wastewater and water treatment, and municipal and industrial landfills. As an applications engineer for an air pollution control equipment manufacturer, Mr. Holzman designed, marketed, and managed installation contracts for a variety of air pollution control systems. Mr. Holzman was also an adjunct professor from 1997 to 2005 at the University of Hartford, teaching a graduate engineering course on advanced air pollution control engineering.

Representative project experience:

- Assisted more than 50 facilities to comply with various requirements of the 1990 Clean Air Act Amendments. Services provided include: compiling emission inventories, evaluating compliance status, determining applicability of regulatory requirements, developing BACT, RACT, MACT and LAER compliance plans, and preparing Title V operating permit applications, Title IV Acid Rain Permit applications, Title IV Monitoring Plans, and NO_x Budget Monitoring Plans.
- Managed multi-media permitting of more than 40 merchant power, independent power, cogeneration and waste incineration plants in 12 different states, including preparation of environmental impact analyses, air permit applications, water discharge permit applications, and air quality, noise, traffic, and visual impact assessments.
- Developed air permit applications for waste incineration, merchant power, cogeneration, electrical utilities, LNG terminals, universities, hospitals and a wide variety of manufacturing facilities. This work included emissions characterization, air quality impact (dispersion

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modeling) analyses and Best Available Control Technology (BACT) and Lowest Achievable Emission Rate (LAER) analyses for gas turbines, wood- and biomass-fired boilers, municipal and medical waste incinerators, fossil fuel boilers, reciprocating engines and a wide variety of other process and manufacturing sources.

- Performed numerous air quality impact dispersion modeling analyses in support of permit applications, environmental impact assessments, siting studies and legal proceedings concerning air quality impacts. Demonstrated proficiency using EPA- and state agency-recommended dispersion models, including AERMOD, CALPUFF, ISC, PTMTPA, CTSCREEN, VISCREEN, SACTI, SCREEN3 and other models.
- Performed air quality impact analyses and prepared environmental impact reports evaluating proposed LNG and/or LPG terminals and associated pipeline construction. Tasks included developing modeling input and performing refined dispersion modeling for multiple gas turbines, boilers, LNG vaporizers, reciprocating engines, process flares and tanker ship loading/unloading operations at the proposed LNG terminals as well as numerous marine vessels and specialized pipeline installation equipment along the pipeline construction route, both offshore and inland.
- Conducted air quality impact analyses and performed reviews of environmental impact assessments for international projects subject to World Bank or International Finance Corporation guidelines for conducting Environmental Impact Assessments (EIA). This work has included air emissions inventory development, screening and refined dispersion modeling, and assessment of compliance with World Bank and other Guidelines.
- Performed control technology evaluations, developed bid specifications, evaluated proposals and made recommendations for air pollution control equipment for numerous manufacturing operations.
- Provided technical review and expert witness services on air pollution and air quality impact issues to attorneys representing industries, municipalities, and citizen groups in support of hearings, litigation and arbitration cases.
- Evaluated fugitive particulate emissions and impacts from mineral mining and processing operations, including sand and gravel, cement, brick, and asphalt production plants.
- Performed hazard assessments, offsite consequence analyses and prepared risk management plans, prevention programs, and emergency response plans for industrial manufacturing plants, propane storage facilities and water and wastewater treatment plants.
- Performed numerous environmental compliance audits for a variety of industries, including municipal and medical waste incinerators, power plants, chemical and other manufacturing plants.
- Contributor to several research programs sponsored by New York State Energy Research and Development Authority concerned with the environmental implications of waste wood combustion and gasification. Managed pilot-scale and full scale combustion testing programs to evaluate combustion characteristics, ash composition and air emissions from several waste wood and non-fossil fuel mixtures.
- Developed specifications and evaluated proposals for complete retrofit air pollution control system for municipal solid waste incineration facility.
- Performed health risk assessments for waste wood-fired power plants and hazardous waste treatment, storage and disposal facilities.

- Performed assessments of air toxic emissions from paper mills, chemical manufacturing plants, brick manufacturing facilities, hazardous waste treatment, storage, and disposal facilities, a rifle manufacturing facility and municipal solid waste landfills.
- Performed feasibility study, treatability study, and process design for treatment of industrial liquid wastes at landfill site to allow discharge to sewer.
- Evaluated hazardous waste management and pollution prevention strategies for an automobile manufacturer, aircraft maintenance facilities, and aircraft parts manufacturing plants.
- Designed air pollution control system for PCB pyrolysis unit including gas cooling, particulate removal, hydrochloric acid recovery, and afterburner.

PRIOR EXPERIENCE

Prior to founding M.I. Holzman & Associates, LLC, Mr. Holzman most recently served as Associate Principal and Manager of Environmental Risk Limited's (ERL) Air Quality Services group. His tenure at ERL was nearly 13 years, 7 of which serving as Manager of Air Quality Services. Prior to working at ERL, Mr. Holzman was an environmental engineer with Dames and Moore Group, an international environmental consulting company, and an applications engineer for Croll-Reynolds Company, an air pollution control equipment manufacturer.

PROFESSIONAL AFFILIATIONS

Air and Waste Management Association
Connecticut Power and Energy Society
Connecticut Business and Industry Association
Connecticut State Implementation Plan Revision Advisory Committee
Northeast Energy and Commerce Association

PUBLICATIONS/PRESENTATIONS

"Ten Years After the Clean Air Act Amendments: Are We Done Yet?" New England's Environment, Environment NewsMagazines, Inc., July 1999.

"Environmental Permitting of A New Generation Merchant Power Plant in the Northeast" Power-Gen International Conference, December 1998.

"Municipal Sludge Composting Facility Emissions - Comparison of Wet Scrubber and Biofiltration Control Performance" 90th Annual Meeting of the Air and Waste Management Association, 1997.

"Results of Air Emissions Testing of Two Small Wood-Chip Fired Furnaces in Vermont," Second Biomass Conference of the Americas, 1995.

"Emissions From Combustion of Treated Wood Fuel and Tires in Industrial Boilers," 88th Annual Meeting of The Air and Waste Management Association, 1995.

"Database of Hazardous Air Pollutant Emissions from Waste Wood Fired Boilers," 86th Annual Meeting of The Air and Waste Management Association, 1993.

"Ability to meet Air Quality Standards When Burning Treated Wood" , 5th Annual National Biofuels Conference, 1992.

"Regulation of Chromium Emissions Through CTDEP's Hazardous Air Pollutant Control Program," for Presentation at Connecticut Association of Metal Finishers Seminar on Air Quality Regulations, 1990.

"Recent BACT Determinations for Small Power Plants and Cogeneration Facilities," Proceedings of Conference on Air Quality Issues Pertaining to Power Production, Air and waste Management Association, New England Section, 1989.

"Retrofitting Acid Gas Controls on Operating Refuse Incinerators," for presentation at the 81st Annual Meeting of the Air Pollution Control Association, 1988.

"Development of a VOC Compliance Strategy for an Adhesive Coating Manufacturer Through Implementation of an Alternative Emissions Reduction "Bubble" Plan," for presentation at the AWMA Specialty Conference on 0_3 Control Strategies, 1987.

"Application and Evaluation of Four Regression Techniques for a Chemical Mass Balance Receptor Model," for presentation at the 79th Annual Meeting of the Air Pollution Control Association, 1986.

EXPERT WITNESS/PRESENTATION EXPERIENCE

- Adjudicatory hearing in support of permit for modification of an existing regional recycling facility (CRRA, Hartford, CT). Provided testimony on mobile source emissions, air pollution controls, air quality impacts, and air pollution regulations.
- Expert witness on behalf of an asphalt paving company in a civil case, involving air quality impacts due to fugitive emissions.
- Public informational meetings, Siting Council and CT DPUC hearings on air quality impacts from proposed 37.5 MW biomass energy project in CT (Plainfield Renewable Energy LLC).
- Adjudicatory hearing and informational meetings in support of permits for the reactivation of an oil-fired power plant in New Haven, CT (Quinnipiac Energy LLC). Provided testimony on power plant emissions, air pollution controls, air quality impacts, and air pollution regulations.
- Adjudicatory and informational hearings (520 MW Merchant Power Plant in Bridgeport, CT).
- Adjudicatory hearings before the CTDEP in support of permits for a wood-fired power plant. Provided testimony on emissions, controls, air quality impacts, health risk analysis, air pollution regulations (Killingly Energy Limited Partnership).
- Local zoning hearing on air quality impacts of cogeneration facility in Fresno, California.
- Local zoning hearing on odor and noise impacts/ mitigation regarding the proposed expansion of an industrial facility in Avon, CT.
- Public hearings on air quality impacts of proposed wood/coal fired power plant in Chicago, IL.
- Deposition on behalf of a furniture refinishing operation on indoor air quality impacts on an adjacent machine shop.
- Expert witness on behalf of the Town of Colchester, CT on air quality impacts of proposed asphalt plant.
- Public informational meeting on air quality impacts from proposed 500 MW Merchant Power Project in NY.

Exhibit 6

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

WATERTOWN RENEWABLE POWER, LLC	:	
PETITION FOR A DECLARATORY RULING	:	
APPROVING THE CONSTRUCTION,	:	PETITION NO. 834
MAINTENANCE AND OPERATION	:	
OF A 30MW BIOMASS GASIFICATION	:	
GENERATING PROJECT AT ECHO	:	
LAKE ROAD, WATERTOWN, CONNECTICUT	:	JANUARY 29, 2008

PRE-FILED TESTIMONY OF RICHARD SCHROEDER

Q. Please state your name, title and business address.

A. Richard Schroeder
President
BioResource Management, Inc.
4249 NW 56th Way
Gainesville, FL 32606

Q. Please describe your current responsibilities and professional expertise.

A. I am President of BioResource Management, Inc., a firm that manages the procurement of dedicated supplies of biomass as renewable sources of energy. My qualifications are described in my resume, which is attached.

Q. What has been your involvement in the Watertown Renewable Power project that is the subject of this petition?

A. I have served as an advisor on fuel supply issues and assisted with the sections of the petition regarding the fuel supply for the project.

Q. Do you have any changes or additions to those sections of the petition?

A. No.

Q. Is the information regarding the fuel supply true and accurate to the best of your knowledge and belief?

A. Yes.

Q. Are you prepared to testify regarding the fuel supply issues?

A. Yes.

Q. Does this conclude your testimony?

A. Yes.

RICHARD SCHROEDER
4249 NW 56th Way
Gainesville, Florida 32606

Phone:352-377-8282
Mob. 352-284-5375
Email: rs@bioresource.com

EDUCATION

Master of Business Administration, 1990, Nova University
Master of Agriculture, 1976, University of Florida. Agricultural and Extension Education
BS, Forestry, 1972, University of Florida.

EXPERIENCE

2005-Present: President, BioResource Management, Inc. Firm develops supplies and operations for under-utilized forms of biomass, including biomass energy, recycling, and waste reduction, of sources such as vegetation, animal wastes, and other organic materials.

2000-2005: Vice President Field Operations, Biomass Processing Technology, Inc. headquartered in West Palm Beach, Florida. Responsibilities included project development, biomass procurement, biomass process operations and administrative duties in company developing new technology for conversion of biomass to high value feed, food, and chemical products. Also served as President of Omni Environmental Corp., a wholly-owned subsidiary.

1992-1999- Vice President of Consolidated Resource Recovery, Inc., formerly Kenetech Resource Recovery, with offices in Sarasota Florida and Meriden, Connecticut. Primary responsibilities included market development and integration of company's current operations with biomass fuel and organic recycling opportunities. During this period annual revenue grew to become the largest urban wood fuel supplier in Florida and largest vegetative recycler in the US.

1989-1992- President, and co-founder of Wood Resource Recovery, Inc. in Gainesville, Florida. Site was the first yard waste recycling site permitted by the Florida Department of Environmental Protection, and shipped the first urban wood fuel to industrial users.

1984-1989- Group Manager for Prison Industries and Diversified Enterprises, Inc. (PRIDE), in Raiford, Florida. Activities included supplying approximately 30,000 tons per year of biomass to a prison central heating facility, the development of a sawmill, planer mill, and pole peeling facility; operating a 3,000 head hog finishing unit and feedmill, and managing 16,000 acres of timber and pastureland.

1976-1984- Florida Division of Forestry, Starke and Tallahassee, Florida. Served in various positions including County Extension Forester, Nursery Supervisor, Forest Products Specialist and statewide Wood Energy Coordinator.

PAST AND CURRENT ASSOCIATIONS

- Florida Forestry Association – Past Chairman, Wood Energy Committee
- Forest Products Society - formerly Southeastern Section Secretary Treasurer
- National Bioenergy Industries Association - company representative for Kenetech, participated in activities of Board of Directors
- Florida Organic Recyclers Association- founding member, served on Board of Directors
- 25X 25 Organization- Florida State Chair

PUBLICATIONS

- Published numerous articles for trade periodicals such as Biocycle and Resource Recycling.
- Authored sections of the Florida Best Management Practices for Yard Trash Recycling Facilities, 1997, published by the Florida Department of Environmental Protection.
- Contributing author in several University of Florida publications researching biomass production and harvesting.

Partial List of Previous Related Projects

- **1980-1990**
  - ⇒ Served as Florida Statewide Wood Energy Coordinator for the Department of Agriculture and Consumer Services, from 1980-1984. Conducted educational programs, performed feasibility tests to convert state facilities to wood energy.
  - ⇒ Fuel Supply Study, 7.5 MW biomass power plant, Monticello, Florida
  - ⇒ Harvesting and fuel supply plan, Raiford State Prison Biomass Plant, utilizing 30,000 tons of biomass per year for process steam
  - ⇒ Wood waste study and fuel supply plan, 40 MW biomass plant, Auburndale, Florida
  - ⇒ Produced and delivered first urban wood fuel to pulp mills in North Florida.
- **1991**
  - ⇒ Completed wood waste study and procurement plan, 74.9 MW power plant utilizing wood waste and bagasse, South Bay, Florida
  - ⇒ Received first permit to compost yard waste in Florida. Gainesville site hosted statewide Compost Demonstration Project with University of Florida, testing feedstocks, additives, and end use suitability of various forms of compost.
- **1992-1994**
  - ⇒ Development of quality specifications and delivery procedures, managed procurement for 17.8 MW biomass power plant, Fitchburg, Massachusetts
  - ⇒ Prepared fuel inspection plan, fuel delivery, and procured fuel for 18 MW biomass plant in Chateaugay, NY.
  - ⇒ Execution of Waste Wood Supply Agreements for 80,000 dry tons with power plants in South Florida.
  - ⇒ Initial fuel supply plan, development of cost estimates, 15 MW closed loop biomass project, Maidstone, United Kingdom.
  - ⇒ Investigations and development of cost estimates for 40 MW power plant utilizing bagasse and energy crop wood in Puerto Rico.
  - ⇒ Development of fuel supply and preparation of wood fuel study for 25 MW waste wood plant in Chicago Heights, Illinois.
- **1995-1999**
  - ⇒ Developed and managed railroad tie recycling program in Chicago; recycled 200,000 ties in 1995.
  - ⇒ Preparation of cost estimates and production requirements for 50 MW closed loop biomass project in Renville, Minnesota.
  - ⇒ Negotiated and executed contract to mechanically mitigate wetlands, remove exotic pest trees from 1,400 acres of state-owned land and utilize harvested material for products.
  - ⇒ Managed initiation of delivery of 80,000 dry tons of biomass under a thirteen-year supply agreement with cogeneration projects at sugar mills in Florida.
  - ⇒ Participated in study, "Economic Development Through Biomass Systems Integration in Central Florida", sponsored by the University of Florida and the National Renewable Energy Laboratory.
  - ⇒ Participated in international exchange with the University of Florida and Sri Venkatysvara University, Tirupati, India, to promote and establish bioenergy initiatives.
  - ⇒ Established wood markets in Florida and Georgia for wood waste biomass fuel with forest industries and textile manufacturers. Successfully marketed over 400,000 tons of biomass.
  - ⇒ Developed projects to test co-fire biomass in utility coal boilers in South Florida; test burns funded by the US Department of Energy.
- **2000-present**
  - ⇒ Identified and developed biomass supply for 250,000 ton per-year processing facility in Okeechobee, Florida.
  - ⇒ Completed agreements for $40 million biomass processing facility in Trenton, Florida.
  - ⇒ Executed 20-year agreements for development of biomass processing site at Florida landfill.
  - ⇒ Provide coordination and direction in developing dedicated bioenergy plantations in Southeastern US.
  - ⇒ Marketed biomass fuel to industrial and institutional customers in the Southeastern US.

BioResource Management, Inc.
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Tel: 352-377-8282
info@bioresourcemanagement.com

ABOUT BIORESOURCE MANAGEMENT

BioResource Management, Inc. (BioResource) handles and manages the procurement of dedicated supplies of biomass. The company develops processes and end uses for these materials as renewable sources of energy, chemicals, and other products. BioResource brings over thirty years' combined experience in organic recycling and biomass energy development. Based in Gainesville, BioResource provides over thirty years' combined experience in organic recycling and biomass energy development for projects in Florida, Georgia, North Carolina, California, Massachusetts, New York and Illinois. BioResource has helped manage the fuel supply for two 17 MW stand-alone power biomass power plants in New England, as well as facilities totaling over 150 MW of generating capacity in Florida.

BioResource provides consulting, management, and marketing services to entities involved with biomass, forestry, agriculture and organic wastes. This includes the development of new process technologies and end-uses for these bioresources.

WHO WE ARE

Richard Schroeder - President, BioResource Management
Mr. Schroeder is the President and founder of BioResource Management, Inc. and brings over twenty years' experience in planning, developing, and operating bioenergy facilities throughout the US. Mr. Schroeder's experience includes governmental service and field operations of forestland management, sawmill operations, and recycling firms. As the Vice President of Development for a wood recycling company he led its seven-year growth from start-up to a national company operating in over 25 locations and handling nearly two million tons of organics and biomass each year.

Mr. Schroeder received his BS in Forestry and a Masters Degree in Agriculture from the University of Florida. He also earned an MBA from Nova Southeastern University. He has served as a county forester, utilization specialist and statewide Wood Energy Coordinator for the Florida Division of Forestry. He has been a member of the National BioEnergy Industries Association, and the Chairman of the Wood Energy Committee in the Florida Forestry Association. He is a member of the Florida Organics Recyclers Association, the Biomass Energy Research Association and the Society of American Foresters.

Aziz Shiralipour - Ph.D., BioResource Management
Dr. Shiralipour brings over thirty years' experience in biomass and organics management to BioResource as its Project Director and Associate. He served as the Director of the Center for Biomass Programs at the University of Florida from 1995 until 2005, where he coordinated research activities on biomass energy, organics recycling, composting, and biochemical aspects of biomass resources.

Dr. Shiralipour received his BS in Agricultural Engineering from and Gondishapoor University in Ahvaz, Iran. He received his MS in Soil Sciences and his Ph.D. in Plant Physiology from the University of Florida. He has authored or contributed to several hundred professional publications, and has served as Co-Principal Investigator for the project "Development of a Dedicated Biomass Feedstock System for Production of Ethanol and Electricity" funded by the USDOE. Dr. Shiralipour has also served as editor of the Florida Biomass Newsletter.

Matthew H. Langholtz - Ph. D., BioResource Management
Dr. Langholtz recently received his Doctorate degree in Forestry Economics from the University of Florida School of Forest Resources and Conservation. He received his BS from Oklahoma State University. He brings the latest technology in biomass resource assessment, analytical tools and database management to BioResource.

Dr. Langholtz is a fulltime post-doctoral associate with the University of Florida but assists BioResource on an individual project basis. He is currently an investigator in the project "Woody Biomass Utilization from the Wildland-Urban interface' funded by the US Department Of Energy and the US Department of Agriculture. His bioenergy research experience includes management of field studies, data analysis, database management and technical reporting. Dr. Langholtz is proficient in ArcGIS, Pathfinder Office, ArcView, GPS, Reference Manager and Microsoft applications, and is fluent in Spanish, English, and Guaraní.

Brian Condon, MS, BS Ag. - BioResource Management
Mr. Condon received his BS in Agriculture from the University of Illinois-Champaign in Agriculture and his MS in Food and resource Economics from the University of Florida. He is currently pursuing his PH.D in Food and Resource Economics at the University of Florida, where he was a National Science Foundation IGERT Fellow during the 2005-2006 academic year.

Mr. Condon's work experience includes service in the development of a non-profit agricultural agency in Paraguay, independent forestry contractor at a national forest, and Certification Director of the Florida Organic Growers. Recently he worked with the St. Johns Water Management District in GIS Analysis, and has participated in projects developing biomass fuel supplies and identification of potential biomass energy users in 21 states. Mr. Condon speaks Spanish and is proficient in analytical and spreadsheet software.

Exhibit 7

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

WATERTOWN RENEWABLE POWER, LLC	:	
PETITION FOR A DECLARATORY RULING	:	
APPROVING THE CONSTRUCTION,	:	PETITION NO. 834
MAINTENANCE AND OPERATION	:	
OF A 30MW BIOMASS GASIFICATION	:	
GENERATING PROJECT AT ECHO	:	
LAKE ROAD, WATERTOWN, CONNECTICUT	:	JANUARY 29, 2008

PRE-FILED TESTIMONY OF JEFFREY J. PARK

Q. Please state your name, title and business address.

A. Jeffrey J. Park
Senior Ecologist
c/o O'Reilly, Talbot & Okun
19 W. Main Street, Suite 205
Westborough, MA 01581

Q. Please describe your current responsibilities and professional expertise.

A. Currently, I am a senior ecologist experienced in designing and conducting aquatic, wetland and terrestrial ecological studies and have 10 years of experience. As an ecologist, I conduct quantitatively–based ecological risk assessments and ecological impact assessments with a specific focus on the evaluation of the relationship between organisms and the physicochemical environment. I have conducted these studies across a broad range of systems, including wetland, terrestrial, estuarine, and riverine, and my work has often focused on disentangling project-related effects from natural variation.

I previously worked as an ecologist/biostatistician for TRC Environmental Corporation and Kleinschmidt Associates. Currently, I am a senior ecologist at O'Reilly, Talbot & Okun Associates (OTO), located in Westborough, Massachusetts. A bulk of the work for the Echo Lake Road biomass gasification generating project was conducted while in the employ of Kleinschmidt Associates, with remaining portions conducted through OTO as a subcontractor to Kleinschmidt Associates.

My qualifications and experience are described in greater detail in my resume, which is attached.

Q. What was your role in the Watertown Renewable Power project that is the subject of this petition?

A. I prepared the Terrestrial Ecology Evaluation Report, which is included as Attachment I to the petition.

As part of the Terrestrial Ecology evaluation, I conducted the field assessment of (1) terrestrial and wetland plant communities, (2) associated suites of wildlife, and (3) the presence/absence of rare, threatened, and endangered species. The field survey work was conducted on the project site and within the interconnect route. In support of the preparation of the Terrestrial Ecology Evaluation Report, I also reviewed the inland wetland delineation report and mitigation plans (prepared by others) and evaluated the potential environmental effects of the project on biological resources.

I also assisted with the preparation of the related sections of the petition.

Q. At this time, are there any additions or corrections to the exhibits described above?

A. No.

Q. Is the information described above true and accurate to the best of your knowledge and belief?

A. Yes.

Q. Are you prepared to testify regarding the terrestrial ecology and inland wetland aspects of the project?

A. Yes.

Q. Does this conclude your testimony?

A. Yes.

O'Reilly, Talbot & Okun
[A S S O C I A T E S]

Jeffrey J. Park
SENIOR ECOLOGIST

AREAS OF EXPERTISE
- Quantitative Ecological Studies and Impact Assessments
- Ecological Risk Assessment
- Biostatistics and Mathematical Biology

PROFILE
Jeffrey J. Park is a Senior Ecologist that brings 10 years of experience conducting ecological impact assessments for a diverse group of taxa including plants; fishes; amphibians; benthic macroinvertebrates; phytoplankton; zooplankton; and macroalgae. Ecological studies have quantitatively assessed: (1) spatial and temporal patterns in abundance and species composition; (2) abiotic interactions e.g., sediment type; water physicochemical properties; and (3) risk to ecological receptors associated with chemical compounds. Jeff's project experience has included hypothesis testing; development of study designs; and reporting/data analysis for "measures of effect" studies associated with CERCLA baseline ecological risk assessments; and ecological impact studies geared at disentangling project-related effects from natural variation.

The keystone feature of these ecological studies includes quantitative methods such as rarefaction analysis; Kolmogorov-Smirnov *D*-test; Canonical Correspondence Analysis (CCA); Principle Factors Analysis (PFA); and Cluster Analysis amongst others. Additionally, Jeff also has experience with efforts as disparate as modeling fish/benthic macroinvertebrate population sizes; "forward projection" modeling of adult fish losses; and trend analyses with methods such as the Mann-Kendall test; linear regression; and non-linear estimation. Software packages have included CHEMSTAT; ProUCL; SAS; and STATISTICA.

Jeff has conducted this work for (1) ecological risk assessments that that fall under the review of CERCLA (Superfund) and the Massachusetts Contingency Plan (MCP); (2) remedial investigations conducted at Superfund and Hazardous Waste 21E sites; (3) power plant entrainment and thermal plume impact studies; (4) post-closure landfill monitoring efforts; (5) contaminated/uncontaminated dredged sediment studies; and (6) studies examining the effects of Combined Sewer Overflow (CSO) discharges.

Environmental permitting is also another facet of Jeff's overall experience base and he has been responsible for assembling environmental permits and supporting documentation within the states of NY; MA; CT; and NJ. Permit types have include federal-level permits, e.g. Section 10; Section 404 (General and Individual); Nationwide Permits (NWPs); and state level permits, e.g. SEQRA; MEPA; Notices of Intent (NOI); Chapter 91 (Dredging); Freshwater Wetlands Letter of Interpretation (LOI); and 401 Water Quality Certification amongst others.

This work has been conducted for the federal and state government; utilities; solid waste management; private developers; private engineering firms; and brownfields redevelopment.

EDUCATION
- M.A., Biology, Harvard University, 1998
- B.A., Anthropology, University of Maine, 1993

CERTIFICATIONS
- 40-Hour OSHA HAZWOPER Training, 1995

Jeffrey J. Park
SENIOR ECOLOGIST

Beacon Harbor Vessel Siting Study, Dredged Sediment SAP and Aquatic Impact Assessment
Beacon, NY ongoing

Mr. Park is presently developing a Sediment Sampling and Analysis Plan (SAP) for dredging activities in the Hudson River associated with the construction of a proposed pier. The SAP contains a proposed sample collection plan (vibracoring); chemical/physical analyses, e.g. TAL metals, sVOCs; QA/QC procedures, e.g. MS/MSD; and a proposed screening level assessment of (1) chemical analyses in sediments and (2) risk to ecological receptors will be conducted in accordance with NYSDEC guidance. In this regard, the Recommended Soil Cleanup Objectives (RSCOs), as set forth in NYSDEC Technical and Administrative Guidance Memorandum (TAGM) 4046: *Determination of Soil Cleanup Objectives and Levels*, will be used to determine to potential suitability of the dredge spoils for upland disposal. The NYSDEC Division of Fish, Wildlife, and Marine resources *Technical Guidance for Screening Contaminated Sediments* will be used to evaluate the potential effects of the residual and peripheral sediment on ecological receptors. Mr. Park will also be preparing an impact assessment of impacts to fishes and other aquatic biota associated with the proposed dredging and pier construction, including impacts to rare, threatened, and endangered species. All of this work is being conducted in support of an EA that will be submitted in accordance with the rules and regulations stipulated under SEQRA.

Norwich Harbor Combined Sewer Overflow (CSO) Impact Study, Development of Index of Biological Integrity (IBI)
Norwich, CT, 2007

Mr. Park designed and conducted a study within the Shetucket and Thames Rivers that evaluated the impact of CSO discharge on benthic invertebrate and fish communities. Fishes and benthic invertebrates were sampled in the field. Habitat properties were collected at 15 CSO sites and included water chemistry (DO; temp.; conductivity; salinity, turbidity, and pH); substrate composition; and water column depth. Hierarchical and agglomerative cluster analysis was used to identify sub-habitat types based upon the habitat data. The individual metrics used to derive final site indices for each CSO included eight benthic invertebrate community metrics: (1) % Collector/Gatherer; (2) % Filterer; (3) % Deposit Feeder; (4) Hilsenhoff Family Biotic Index; (5) Shannon-Weiner *H*; (6) Pielou's *j*; (7) abundance; (8) richness; and four fish community metrics: (1) % Atlantic menhaden; (2) % Benthic Feeders; (3) abundance; and (4) richness. Metrics were associated with habitat properties with the non-parametric Spearman rank order correlation coefficient. Normalized metric scores were developed and CSO stations were grouped based upon the individual scores using cluster analysis. The study confirmed a number of well-documented relationships between benthic invertebrates and habitat type and was also able to confirm associations between benthic invertebrates and higher trophic levels (fish). The study was ultimately successful at identifying those CSOs that occurred in degraded portions of the Thames River estuary and that were excellent candidates for repair given their proximity to known recreational areas.

Canaan Hydroelectric Project, Connecticut River Trout Habitat Assessment
Canaan, VT, 2007

Mr. Park designed and conducted a habitat assessment within the upper reaches of the Connecticut River, with a focus on trout habitat. Habitat properties were collected at 40 sites and included water chemistry (DO; temp.; conductivity; and pH); substrate composition; width and depth. Habitat designations of run; riffle; cascade; and glide were objectively confirmed with a Spearman rank order correlation coefficient. Hierarchical and

agglomerative cluster analysis was used to identify sub-habitat types based upon the habitat data. The results of the study indicated that a range of spawning and overwintering habitat exists both upstream and downstream of the Canaan Dam.

TransCanada, Third Party Critical Review of Yankee-Rowe MCP Environmental Risk Characterization (ERC)
Rowe, MA, 2007

Mr. Park provided a critical third party review of an Environmental Risk Characterization (ERC) conducted under the Massachusetts Contingency Plan (MCP) at the former Yankee-Rowe nuclear facility in Rowe Massachusetts. Critical comments were provided with respect to receptor identification; COPC selection; the use of less conservative PECs to evaluate risk; and problems associated with the selection of fishes for tissue analysis amongst other topics. All comments were included in an overall document that was submitted to TransCanada along with a review of the BUD application and the Human Health Risk Assessment (conducted by TRC Environmental Corporation).

Steel Point Marina, Winter flounder egg bioassay
Bridgeport, CT 2007

Mr. Park designed and conducted a bioassay that examined the effects of contaminated marine sediments on the development of winter flounder embryos. This work is being conducted in support of a dredged sediment characterization study for a new marina. The study consisted of collecting sediment and surface water samples and exploring differences between the impacted site and a control site located within eastern Long Island Sound. Winter flounder eggs were obtained from a hatchery and their development was assessed in the laboratory. Survival fractions were arcsine ($\sqrt{x}$) transformed prior to analysis. Data analysis included the comparing survival fractions between treatment types with one-way ANOVA. The results of the study suggest differences in hatchability related to sediment type (clay versus sand).

Avon Water Company, Rapid Bioassessment of Fisheries Habitat
Avon, CT 2006

Mr. Park designed and conducted a study that utilized USEPA Rapid Bioassessment techniques to assess fisheries habitat along a brook impacted by drinking water well withdrawals. Data analyses included hierarchical and agglomerative Cluster Analysis and comparing impacted stream clusters with a control site using 25th and 75th quartiles. The study indicated that habitat impacts including nutrient enrichment and stormwater discharge were impacting fisheries habitat far more than groundwater withdrawals. Mr. Park summarized all results in a report that was submitted in support of a Diversion Permit Application.

Connecticut Resources Recovery Authority (CRRA), Entrainment Study
Hartford, CT 2006

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SENIOR ECOLOGIST

Entrainment estimates were calculated as the product of sample species density observed on every single day of plant operation and the corresponding plant flow volume (m^3). The numbers of entrained eggs/larvae for missing samples were predicted with a non-linear polynomial regression model. The numbers of entrained fishes occurring annually at the Mid-Connecticut RRF were then converted into adult equivalents. Normalized ichthyoplankton density data sets were contrasted with a non-parametric Wilcoxon two-sample test. The adequacy of the current sampling effort was assessed with three approaches: (1) examining the amount of spread around the mean of the abundance data using both standard error and 95% confidence intervals; (2) rarefaction analysis; and (3) comparing the historical Connecticut River species richness with the species richness observed during the current study.

FirstLight Power Resources, Centrarchid Spawning Survey, Lakes Lillinonah and Zoar
Western CT 2006

Mr. Park conducted a study that evaluated the distribution of centrarchid spawning activity within two impoundments situated on the Housatonic River. Water depths at individual nests and the center of nest clusters were measured with a telescoping 16' stadia rod. Water quality data collected in the surface layer included water temperature (°C), dissolved oxygen (m/L), conductivity (*u*s/cm), pH, and secchi depth (feet). Substrate types were visually identified at each nest/nest cluster. Differences in spawning depths between the two lakes were compared with the non parametric Wilcoxon rank-sum test using the NPAR1WAY procedure in SAS. Centrarchid spawning activity is occurring in both impoundments, with three times as many nests occurring in Lake Lillinonah. Little spawning activity occurred in water depths greater than 3 feet. Spawning nests occurred at a greater depth in Lake Lillinonah than Zoar and this difference was significant. Suitable spawning substrates include coarse grained, mineral substrates that are not exposed to rapid flows or wind-induced mixing.

West Springfield Station 316(a) Thermal Plume Impact Assessment, Benthic Macroinvertebrates
West Springfield, MA 2006-ongoing

Mr. Park conducted an assessment of benthic macroinvertebrate communities collected with a grab sampler within the thermal plume environment and within a control site. Data analyses included functional feeding group, Morisita coefficient of similarity, % EPT; Ratio of EPT:Chironomidae; Hilsenhoff index, Shannon-Weiner diversity (H); evenness (J); a negative binomial regression count model, and a Mann-Whitney U test. The results of the study indicated that there was no difference in any of the indices between the plume and control communities. This study will be conducted over the next several years.

Electric Power Research Institute (EPRI), Evaluation of Shortnose Sturgeon Distribution along a 15° louver
Holyoke, MA 2006

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During May and June of 2005 a field study was conducted in the power canal near Holyoke Dam (Holyoke, MA) that evaluated the guidance efficiency, behavior, and movement of 30 hatchery-raised shortnose sturgeon. The sturgeon guidance study only made qualitative assertions regarding the differences in residence time for shortnose sturgeon across different depths and locations. As part of Dr. Dixon's effort to publish the results of the study in the peer reviewed journal Transactions of the American Fisheries Society (AFS), Mr. Park conducted a statistical analysis of the sturgeon distribution data. Specific analyses included a one-way ANOVA, along with a *post hoc* Tukey-Scheffe test, Levene's test for homogeneity, and descriptive statistics. SAS (Version 8) was used for all analyses. Mr. Park presented the results of all of the analyses in a report that was incorporated into the manuscript submitted to the journal.

Plainfield Renewable Energy, LLC New Cooling Water Intake Aquatic Ecology Assessment
Canterbury, CT 2006 - ongoing

Mr. Park conducted a study that characterized fish communities within the Quinebaug River. Mr. Park collected the fish data through a combination of electrofishing and hoopnet sampling, conducted all data analyses, and wrote the environmental impact assessment. The impact assessment discussed impacts to larval and adult fishes with respect to suspended solids, waste stream physico-chemical properties, entrainment, and impingement. Mr. Park also assessed baseline fish health by assessing the effects of parasites on juvenile redbreast sunfish, calculating a fish condition factor, and constructing linear length:weight regression plots for juvenile fishes.

Niantic River Restoration Plan, Niantic River Ecology
Niantic, CT 2006

Using data sets collected by the University of Connecticut and the Millstone Environmental Laboratory, Mr. Park developed an aquatic ecology assessment for the Niantic River estuary that quantitatively assessed the effects of nutrient loading, light attenuation K_d, and chlorophyll a densities on macroalgal and eelgrass biomass, in addition to macroalgal community composition. Mr. Park also examined the effects of changes in eelgrass biomass on benthic macroinvertebrates, and fishes. Data analyses included a non-parametric Mann-Kendall test for trend, a t-test for independent samples, and the Shannon-Weiner Diversity Index (including evenness).

FAA Area B Superfund Site, Long-term Forested Wetland Vegetation Monitoring
Atlantic City, NJongoing

Lead ecologist presently conducting a long-term study designed to monitor and assess the effects of changes in groundwater elevation on the vertical distribution of forested wetland seedlings associated with a pump and treat system (for metals and VOCs). The target species examined in the analysis included: *Chamaecyparis thyoides* (Atlantic white cedar), *Acer rubrum* (red maple), and *Clethra alnifolia* (sweet pepperbush). Data analyses included the non-parametric Kruskal-Wallis ANOVA with *post hoc* Wilcoxon two sample rank tests. A coefficient of dispersion (CD) was calculated using pooled seedling data across the three sites (Sokal & Rohlf, 1995). The analysis concluded that the target species exhibit overlap with respect to vertical distribution, yet within a subset of available elevation classes. This study will be conducted over a five-year period.

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FAA Superfund Site, Ecological Risk Assessment, Benthic Macroinvertebrate Population Modeling and Measures of Effect Study
Atlantic City, NJ 2006

Aquatic macroinvertebrates were collected in contaminated and uncontaminated portions of the mercury-impacted South branch of Absecon Creek. Population estimates were calculated using a maximum weighted likelihood (MLE) estimate developed by Carle and Strub (1978), which is a multiple pass depletion method. Statistical analyses included Cluster Analysis and a Kruskal-Wallis ANOVA. Mr. Park conducted the data analysis for one of the co-authors of the MLE Method (Dr. Frank Carle of Rutgers University).

FAA Superfund Site, Ecological Risk Assessment, Stream Bioassessment using Benthic Macroinvertebrates
Atlantic City, NJ 2006

Assessed the Index of Biotic Integrity (IBI) within a stream community using benthic macroinvertebrates collected from riffle and pool habitats. Variables examined included % Ephemeroptera, % Plecoptera, % Trichoptera, % Dicronota, % Trichoptera, in addition to functional feeding group, the Coastal Plain Macroinvertebrate Index (CPMI), species richness (R), Shannon-Weiner diversity (H), evenness (J), and a MLE generated population size. Abiotic properties examined included total/filtered surface water Hg, DO, temperature, total dissolved solids, conductivity, pH, and flow volume/velocity/depth. Cluster Analysis was used to segregate sites on the basis of H, J, R, and the MLE estimate. A Spearman Rank Order correlation analysis was used to associate community metrics with abiotic properties.

Avian Foraging/Avian Migrant Study Kibby Windpower Project
Kibby, ME 2006

Using existing avian community data, Mr. Park calculated a Morisita coefficient of similarity, the Shannon-Weiner diversity coefficient (H), and an index of community equitability (J). Statistically significant differences in the H index for species were assessed with a Mann-Whitney U-test. Variability in avian data was linked with temperature. Using existing avian community data, Mr. Park calculated a species-specific coefficient of estimated turbine exposure, and conducted a statistical evaluation of avian flight vectors. Mr. Park also provided critical review of an avian radar study conducted by Woodlot Alternatives, Inc.

FAA Superfund Site, Geostatistical Modeling of Hg Distribution in Reservoir Sediments
Atlantic City, NJ 2005

Mr. Park provided statistical support for an analysis of the spatial distribution of Hg contaminated sediments present in the FAA wetland/open water complex. The complex was partitioned into hydraulic units including the South and North Branches of Absecon Creek, in addition to the Upper and Lower reservoirs. The analysis included the assessment of the distribution of the data, in addition to modeling of Hg distribution using an empirical semivariogram and kriging. The effort resulted in surface maps identifying Hg concentration contours by hydraulic unit which facilitated a calculation of the total estimated volume of Hg in the FAA wetlands/reservoirs.

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FAA Superfund Site, Ecological Risk Assessment, Breeding Anuran Measures of Effect Study
Atlantic City, NJ 2005

Mr. Park was responsible for designing and writing the results up for a study that examined the effects of Hg contamination and habitat parameters on breeding anuran populations. Habitat properties were sampled within a total of 14 breeding sites and included: conductivity, dissolved oxygen, pH, oxidation/reduction potential, total dissolved solids, total suspended solids, temperature, conductivity; aluminum (Al), total mercury (Hg), understory light intensity, and estimated percent cover of substrate types. Principal Factor Analysis (PFA) was used to reduce the large set of habitat variables to a smaller set of underlying variables, which would account for the common variance in the total data set. Habitat variables, auditory call scores, and breeding anuran numbers were associated with PFA axis scores with a Spearman Rank correlation coefficient. The results of the study indicate that light levels, water temperature, and pH are more proximate to the distribution of anurans than surface water Hg concentrations.

Lockheed-Martin/Former GE Site, Exit Strategy ®, Peatland Restoration
North Reading, MA 2005

Mr. Park was responsible for designing a shrub-dominated bog restoration of a metals-contaminated portion of a wetland that was dominated by the invasives *Phragmites australis* and *Lythrum salicaria*. Once the invasives were removed, and the contaminated soils and sediments excavated, Mr. Park specified the wetland soil type, plant species list, and designed the wetland restoration hummock-hollow micro-topography. Mr. Park was responsible for quantitative post-construction monitoring, data analysis, and reporting. Environmental permitting included a NOI; MADEP 401 Water Quality Certification; ACOE 404; and a Chapter 91 dredge permit.

FAA Superfund Site, Ecological Risk Assessment, Fish Population Measures of Effect Study
Atlantic City, NJ 2005

Mr. Park helped design and execute a fish mark/recapture study that utilized line sampling and hoop nets. All fishes caught were tagged (dorsally), identified to species, weighed, and measured (TL mm). Mr. Park was also responsible for using simple linear regression of log transformed length-weight data in order to identify possible Hg related effects on growth. In addition, Mr. Park calculated fish condition factors. Differences in fish growth between the contaminated and reference sites were assessed with a Kolmogorov- Smirnov D-test. Population estimates were conducted with the software program MARK/RECAPTURE. Mr. Park was responsible for summarizing all results in a technical report that was included in the Supplemental Ecological Risk Assessment.

FAA Superfund Site, Remedial Investigation, Dendrochemical Dating Study
Atlantic City, NJ 2005

Mr. Park developed and conducted a study designed to identify the timing of the deposition of elemental Hg (mercury) within the forested wetlands associated with the South Branch of the Absecon Creek (SBAC). Specifically, Mr. Park used increment cores extracted from Chamaecyparis thyoides (Atlantic white cedar), and Hg concentrations contained within five-year increments to determine the date of Hg deposition. A Mann-Kendall test was used to examine trends with time, while box plots and a Mann-Whitney U- test was used to

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assess spatial trends. This investigation was used as an ancillary study to sediment dating analyses conducted by Rensellaer Polytechnic Institute (RPI) with critical review being provided by the Massachusetts Institute of Technology (MIT). All analyses of Hg in wood tissue followed USEPA approved protocols and were conducted by a USEPA approved laboratory. The results of the dendrochemical study closely matched the results of the sediment dating study and effectively pinpointed a timeframe for the initial input of Hg into the SBAC forested wetlands.

FAA Superfund Site, Ecological Risk Assessment, Tree Swallow Measures of Effect Study
Atlantic City, NJ 2005

Mr. Park was responsible for conducting all data analysis on tree swallow nestling growth and egg tissue Hg concentrations. Data analysis included generating predicted nestling weights, comparing median nestling weights with a Mann-Whitney U-test, and assessing the effects of hatch date, location, and egg tissue Hg levels with Principal Factors Analysis (PFA). Mr. Park was responsible for all data analysis and summarized the findings in a brief technical report that was included in the Supplemental Ecological Risk Assessment.

Proposed Subdivision, *Saxifraga pennsylvanica* survey
Kennebunkport, ME 2005

Mr. Park's responsibilities included the design and execution of a field survey for the state listed (threatened) swamp saxifrage (Saxifraga pennsylvanica). Sampling included establishing randomly placed 5 meter radial plots; identifying all plant species within the plots; estimating percent canopy cover and measuring understory light levels. All data were presented in a technical memorandum. Mr. Park presented the plant survey results at a public hearing before the Kennebunkport Planning Board and discussed impacts to the swamp saxifrage, which was identified on the site.

North Bellport Energy Facility EA, Terrestrial Ecology Analysis
Long Island, NY 2005

Mr. Park was responsible for the characterization of natural resources on a 90-acre parcel in Long Island, NY. Natural resource characterization included a quantitative study of terrestrial forest communities, identification of forest successional trends, a wildlife survey, and a rare species survey (tiger salamander). An impact assessment was also conducted. Mr. Park summarized the findings in the Terrestrial Ecology section of an EA under New York State's SEQRA process.

FAA Superfund Site, Ecological Risk Assessment, Reservoir Plankton Mercury Study
Atlantic City, NJ 2005

In order to more accurately identify mercury transfer with the aquatic food web present in the Atlantic City Reservoirs (Upper and Lower), plankton were collected with a tow-net for quantitative analysis and analyzed for both mercury and methylmercury. Mr. Park developed the quantitative approach used to compare impacted plankton populations with non-impacted populations. Preliminary data analyses included correlation, and a test for the mean.

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MCP Stage I Ecological Risk Characterization, Brownfield Site
Gardner, MA 2005

Mr. Park conducted a Stage I Ecological Risk Characterization (ERC) in accordance Massachusetts Contingency Plan (MCP) rules and regulations at a Brownfield site located in Gardner, Massachusetts. Mr. Park characterized all habitat types, identified ecological receptors, and identified complete exposure pathways with existing soil and sediment PAH data. The results of the Stage I ERC indicated that PAH concentrations were elevated throughout the brook located on the site, in addition to associated tributaries. A "Local Conditions" argument was used to suggest that the association between site contamination and brook contamination was confounded by outside sources of PAHs. It was concluded that a Stage II ERC was not warranted and that the removal of the brook sediments would do little to remedy the PAH problem, given that PAH input may be ongoing.

Site Development, Wetland Restoration
Woodbury, NY 2001-2005

Mr. Park was responsible for the oversight of a 4.7-acre wetland restoration, post-construction monitoring, and reporting to the ACOE District Engineer. Data analysis reflected an interaction between TRC and the ACOE District Office. The agreed upon analysis included absolute and relative dominance, absolute and relative frequency, and finally absolute and relative percent cover. Assessment of tree survival was assessed in the field. Mr. Park conducted all analyses and submitted the final monitoring report in 2005.

GE Silicones Facility-Hazardous Waste Incinerators Screening Level Ecological Risk Assessment (SLERA)
Waterford, NY 2004

Mr. Park was responsible for identifying ecological receptors and characterizing the ecological setting. All work was conducted in accordance with Screening Level Ecological Risk Assessment Protocol for Hazardous Waste Combustion Facilities (EPA, August 1999). Mr. Park also provided guidance to the lead risk assessor with respect to assessment endpoints and ingestion rates. Ingestion rate data were obtained from the Wildlife Exposure Factors Handbook (USEPA, 1993).

KC Realty Trust Siting Plan, Wetland Restoration
Newburyport, MA 2000-2004

Designed a 2.6-acre wetland restoration at a previously filled site. The design included preparing a plan that specified excavation depths, volume of material to be removed, a planting plan, and a post-construction monitoring protocol. Data analyses included simple percent cover and an examination of species richness with time. The restoration plan was submitted to the MA DEP Northeast regional office and the Newburyport Conservation Commission. Both agencies approved the plan. Mr. Park submitted the Final Monitoring Report to the ACOE in 2004 and received a Certificate of Compliance (COC) from the Newburyport Conservation Commission.

Idaho Power Company Snake River Facility Hydro Re-licensing Project, Benthic Macroinvertebrate Community Characterization
Idaho 2003

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Mr. Park conducted an analysis of benthic invertebrate data collected over a seven-year period within the Snake River. Data analyses included rarefaction curves, Shannon-Weiner diversity indices (H), Sorenson's index of similarity (C_N), Renkonen Similarity index, and a Hilsenhoff biotic index. Statistical analyses included Multivariate hierarchical and agglomerative Cluster Analysis; non-parametric Kruskal-Wallis ANOVA; a two sample Kolmogorov-Smirnov D-test; and using 95% confidence intervals around the actual mean to determine a required sample size to characterize under-sampled portions of the river. Mr. Park was responsible for interpreting results and presenting the discussion in reports that were incorporated into the overall report for each year.

FAA Superfund Site, Ecological Risk Assessment, Statistical Analysis of Toxicity Data
Atlantic City, NJ 2003

Mr. Park collected sediment samples used for toxicity analyses and statistically assessed significant differences in mean toxicity values with a one-way Analysis of Variance (ANOVA). The raw toxicity data used in the ANOVA included the eight laboratory runs of (1) Hyallela azteca survival fraction; (2) Hyallela azteca length; (3) Hyallela azteca weight; and (4) *Chironomus tentans* survival fraction. Prior to the ANOVA analysis, all raw survival fraction data were subjected to a Shapiro-Wilk W-test for normality. Following the W-test, all non-normally distributed survival fraction data were arcsine ((square root (x)) transformed to achieve normality. Following the ANOVA analysis, a post-hoc pairwise comparison of site means was conducted with a Tukey HSD (honestly significantly different) test, which is based upon the studentized range distribution. Mr. Park also conducted an analysis of Rapid Bioassessment Protocol (RBP) data using a Pearson product-moment correlation coefficient with corresponding 0.050 probability levels.

BNSF Former Tie Treating Plant Site, Ecological Risk Assessment, Statistical Analysis of RBP Data
2003

Mr. Park was responsible for conducting a non-parametric correlation analysis of RBP scores, benthic invertebrate community indices, and various surface water and sediment chemical properties. All data were first subjected to a Shapiro-Wilk W-test for normality. The non-normally distributed data were then analyzed with a Spearman Rank Order correlation coefficient matrix. Mr. Park summarized all findings in a technical report that was incorporated into the Ecological Risk Assessment.

Montello Autobody Site, Ecological Risk Assessment, Assessment of Benthic Macroinvertebrate Assemblages
Brockton, MA 2003

The non-parametric Wilcoxon Matched Pairs test was used to explore the possibility of significant differences in benthic macroinvertebrate community metrics between Rapid Bioassessment Protocol (RBP) Site Pairs. A necessary additional step in the analysis of the benthic community was to investigate exactly how species composition changed between sites. This was achieved with the use of the Morisita Index of Similarity (MS_{ij}).

Mr. Park summarized all findings in a technical report that was incorporated into the Ecological Risk Assessment.

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Islander East Proposed Gas Pipeline, *Carex bullata* Survey
Long Island, NY 2003

In response to NYSDEC concerns over impacts to four plant species within a proposed gas pipeline right-of-way (ROW), Mr. Park developed and executed a quantitative rare plant survey. The sample methodology employed was submitted to the NYSDEC before any work was conducted. During the course of the survey, a small population of the state-listed plant Carex bullata (button sedge) was identified. The plant population was identified, a quantitative assessment of population e.g. densities was conducted, and the plant population was surveyed. All findings were presented in a report that was submitted to the NYSDEC.

FAA Superfund Site, Ecological Risk Assessment, Disturbance-mediated Forested Wetland Dynamics
Atlantic City, NJ 2003

Mr. Park designed and conducted a study as part of the FAA Ecological Risk Assessment eco-values studies that identified differences in contaminated versus uncontaminated stand composition and structure, *Acer rubrum* (red maple) and *Chamaecyparis thyoides* (Atlantic white cedar) growth rates, and understory species richness. The study also characterized the effects of allogenic processes including hurricanes, the channelization of the SBAC, and mechanical timber removal on vegetation dynamics. The study employed historic aerial photographs (1932-1974), age-structure analysis, tree-ring chronologies, stand structure analysis, understory photosynthetic photon flux density (PPFD) intensity, and understory vegetation characterization. Data analyses included Kolmogorov-Smirnov test; Kruskal-Wallis ANOVA; Principal Factors Analysis; G-test for spatial pattern, Coefficient of Dispersion, and the Fisher Exact Probability test.

FAA, Pilot Mitigation Program: Shrubland Restoration
Atlantic City, NJ 2003

Mr. Park designed and conducted a shrubland study that recorded data on dominant herbs, tree and shrub seedlings, depth of the A/A_P horizon and underlying strata, and A-layer physical and chemical properties. In addition, soil data were collected at the bases of Andropogon scoparius, Lyonia mariana, and Baptisia tinctorum. These plants have been documented to be important to the life cycles of various endangered moth and butterfly species. The baseline study will assess what factors comprise the driving mechanisms behind the reference butterfly plant community and the individual plant species. The results of the baseline study will be used to generate a barren area restoration plan, the construction of which will be overseen by Mr. Park. Mr. Park is presently writing the report and will also be responsible for post-construction monitoring and reporting. Data analyses included 95% confidence intervals, Kolmogorov-Smirnov one sample D-test and the Mann-Whitney U-test.

Indian Point Peaking Facility Article X, Terrestrial Ecology
Buchanan, NY 2002

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Jeffrey J. Park
SENIOR ECOLOGIST

Mr. Park was responsible for the characterization of natural resources on a 102-acre parcel in Buchanan, NY. Natural resource characterization included a quantitative study of terrestrial forest communities, a delineation of wetlands, and a wildlife assessment. An impact assessment was also conducted. Mr. Park summarized the findings in the Terrestrial Ecology section in accordance with Article X of the New York State Public Service Law.

Islander East Proposed Gas Pipeline, Helianthum propinquum and Floerkea prosepinacoides Surveys
Various Sites, CT 2002

The Connecticut Department of Environmental Protection (CTDEP) identified four areas intersected by the proposed pipeline alignment potentially containing seven rare plant species. It was determined that three of the four areas would not be affected by the proposed project and that of the seven plant species both Helianthum propinquum (frostweed) (endangered) and Floerkea prosepinacoides (false mermaid-weed) (endangered) exhibited the potential to occur in the pipeline ROW. All upland and wetland habitats were initially screened with a meander survey. Walk-through survey methods involved two paired individuals walking in a zig-zag fashion so as to cover the entire extent of the right-of-way, while simultaneously noting immediately adjacent habitat. The survey indicated that while a rich floral assemblage occurred in the ROW, the two plant species of interest did not. The CTDEP concurred with the findings of the survey.

FAA, Forest Mitigation Bank Study
Atlantic City, NJ 2002

Mr. Park designed and conducted a forest attributes study that recorded data on dominant herbs, tree and shrub seedlings and substrate cover type present within each of the forest mitigation areas. In addition, the number and species composition of basal sprouts, discrete saplings, and mature shrubs were also assessed. The objectives of the study were to extrapolate from evidence gleaned from germinated and recruited woody tree species, shrubs, and herbaceous species and predict future forested stand composition. Based upon the data collected in the field, management strategies, i.e. selective thinning, will be identified that would accelerate desirable vectors and that will optimize forested habitat for the ovenbird, hairy woodpecker, and the scarlet tanager. Mr. Park was responsible for all data analysis and writing the Methods, Results, and portions of the Discussion sections of the report.

Laurel Park Landfill, Review of Statistical Analysis of Groundwater Data
Naugatuck, CT 2002

Mr. Park critically reviewed a statistical analysis of groundwater data conducted by others relative to the assessment of cap effectiveness under EPA jurisdiction. Upon the completion of the review Mr. Park identified several problems with the analysis, offered up suggested analyses and conducted an independent assessment of the data. Specifically a linear regression analysis, parametric prediction interval analysis, and a non-parametric tolerance interval analysis were conducted. Additional analyses included a Kolmogorov-Smirnov D-test. All

analyses and interpretations of data were presented in a report that was appended to the overall 5-year Multi-Site Review report.

Beacon Heights Landfill, Review of Statistical Analysis of Groundwater Data
Beacon Falls, CT 2002

Mr. Park critically reviewed a statistical analysis of groundwater data conducted by others relative to the assessment of cap effectiveness under EPA jurisdiction. Upon the completion of the review Mr. Park identified several problems with the analysis, offered up suggested analyses and conducted an independent assessment of the data using CHEMSTAT. Specifically a linear regression analysis, parametric prediction interval analysis, and a non-parametric tolerance interval analysis were conducted. Additional analyses included a Mann-Whitney U-test. All analyses and interpretations of data were presented in a report that was appended to the overall 5-year Multi-Site Review report.

CRRA, Wetland Functions/Values Assessment and Designed Wetland Development
Wallingford, CT 2001

Mr. Park conducted a Wetland Functions and Values Assessment of onsite wetlands present upon a contaminated 45-acre property adjacent to the Wallingford Landfill for the Connecticut Resources Recovery Authority (CRRA). The functional assessment was conducted in accordance with the ACOE Highway Methodology and utilized surface water and shallow groundwater data to assess the degree to which onsite wetlands processed the landfill leachate plume. Mr. Park wrote the Wetland Functions and Values Assessment Report, which summarized all data, impacts, and compensation. Mr. Park designed a conceptual wetland mitigation plan that provided for the processing of a landfill leachate plume.

Millenium Industrial Park, Wetland Functional Assessment
Middletown, CT 2001

Mr. Park conducted a survey of wetland plant communities on an 80-acre parcel situated in central Connecticut. In addition to identifying major plant communities, Mr. Park conducted a wetland Functions and Values Assessment in accordance with the ACOE Highway Methodology. Mr. Park wrote the Wetland Functions and Values Assessment Report, which summarized all data, impacts, and compensation.

Calpine Energy Lawrence Energy Center, Aquatic Resources
Lawrence, OH 2001

Mr. Park was responsible for summarizing water quality, electro-fishing, and Hester-Dendy invertebrate sampling results within the Greenup Pool portion of the Ohio River. Quantitative analyses included correlation, Shannon-Weiner diversity index (H), and an equitability index (J). Mr. Park also compiled CORMIX input parameters.

Confidential Pipeline Client, *Betula nigra* and *Gentiana crinata* surveys,
Various sites, NH 2000

Jeffrey J. Park
SENIOR ECOLOGIST

The New Hampshire Natural Heritage Bureau identified several areas intersected by the proposed pipeline alignment potentially containing state listed threatened plant species. Mr. Park conducted quantitative surveys for both Betula nigra (river birch) and Gentiana crinata (fringed gentian) within the areas of interest. Mr. Park located both species and quantitatively sampled percent cover, in addition to numbers of associated plant species. The population of each plant species was flagged off and subsequently surveyed prior to pipeline construction.

500 MW Charles Poletti Power Project, Article X Aquatic Resources Impact Assessment
Long Island City, NY 2000

Mr. Park wrote the Aquatic Resources section of an Article X application that discussed fish biology/life history, entrainment impacts and impingement impacts. Mr. Park also identified all historical studies conducted within the vicinity of the facility. Mr. Park conducted an assessment of diel trends in entrainment with a one-way ANOVA. In addition, general patterns in both entrainment and impingement were discussed.

Proposed 750 MW Bowline Unit 3, Article X Aquatic Resources Impact Assessment
Haverstraw, NY 1999-2000

Mr. Park wrote the Aquatic Resources section of an Article X application that discussed fish biology/life history, entrainment impacts, impingement impacts, and thermal plume impacts. Data analysis included simple linear regression to obtain predicted Bowline Unit 3 100% CMR (Conditional Mortality Rate) values from CEMR model generated CMR values; flow-weighting CMR values through ontogenetic progression (eggs, YSL, PYSL, JUV), and developing a total length (TL) adjustment factor for each fish to reflect the percentage of a given lifestage susceptible to entrainment with the use of a Johnson wedge-wire screen, i.e. <15mm TL. In this manner, conditional entrainment mortality rates were developed for the seven fishes of concern. In addition to the manipulation of CMR values, a thermal assessment analysis and an Equivalent Adult Loss calculation were also conducted. This power plant was successfully permitted.

Proposed 750 MW Bowline Unit 3, Article X Terrestrial Resources Impact Assessment
Haverstraw, NY 1999-2000

Mr. Park was responsible for the characterization of natural resources on the Bowline parcel in Haverstraw, NY. Natural resource characterization included a quantitative study of terrestrial plant communities, wetlands, and a wildlife characterization, including an impact assessment. Mr. Park summarized the findings in the Terrestrial Ecology section of a permit application submitted under New York State's Article X process.

Proposed 750 MW Bowline Unit 3, EFH Impact Assessment
Haverstraw, NY 1999-2000

Mr. Park developed an Essential Fish Habitat (EFH) Impact Assessment report that discussed EFH fish biology/life history, entrainment impacts, impingement impacts, Equivalent adult losses, thermal plume impacts, and included an assessment of Best Technology Available (BTA).

www.oto-env.com
phone: 508.366.6409
fax: 508.366.9826

O'Reilly, Talbot & Okun
[A S S O C I A T E S]

Jeffrey J. Park
SENIOR ECOLOGIST

AES Red Oaks Power Plant Facility, *Helonias bullata* Survey
Sayreville, NJ 1999

Mr. Park's responsibilities included designing and executing a field survey for the federally listed (threatened) swamp pink (*Helonias bullata*) with data analysis. Sampling included establishing non-randomized 10 meter radial plots along linear transects; identifying all plant species within the plots; constructing species-area curves to ensure adequate sampling; characterizing wetland sub-communities with Sorenson's index of similarity (C_N); and presenting an analysis of the field data in a technical report. The final report was submitted to the U.S. Fish and Wildlife Service who agreed with the conclusion that the swamp pink was not present on the AES site.

Boston Parks & Recreation Dept., Muddy River Restoration and Dredged Sediment Feasibility Study
Boston, MA 1998

Mr. Park conducted a dredged sediment feasibility study associated with the proposed restoration and dredging of the Muddy River. The study included a characterization of wetland and aquatic resources in addition to a dredging feasibility assessment that examined dredged material volumes, dewatering options in an urban environment, and dredged material treatment for highly contaminated sediments. The study results were presented in an Environmental Notification Form (ENF), which was submitted in accordance with the rules and regulations of the Massachusetts Environmental Policy Act (MEPA).

Boston Parks & Recreation Dept., Franklin Park Ponds and Lakes Study Grant, Dredged Sediment Feasibility Study
Boston, MA 1998

Mr. Park developed and conducted a dredged sediment feasibility study that assessed the effects of nutrient loading and sediment thickness on the distribution of aquatic macrophytes. Sampling was conducted along linear transects within 1m x 1m PVC quadrat. Data collection included identifying all macrophytes, estimating % cover, measuring water depths, taking secchi disk readings, and collecting sediment samples. Sediment samples were measured for TKN, total N and total P, ammonium, and phosphates. Sediment depths were determined in the field and estimated dredge prism volumes were determined.

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phone: 508.366.6409
fax: 508.366.9826

Exhibit 8

Tamarack Energy, Inc.
35 Pratt Street
Suite 101
Essex, CT 06426
Tel: 860.767.6890
Fax: 860.767.6897
info@TamarackEnergy.com
www.TamarackEnergy.com

Tamarack
ENERGY

26 November 2007
File No. 836-02

Daniel F. Caruso
Chairman
Connecticut Siting Council
Ten Franklin Square
New Britain, CT 06051

Subject: Petition No. 834 – Petition of Watertown Renewable Power, LLC for a Declaratory Ruling
Watertown Economic Development Commission Endorsement

Dear Chairman Caruso:

We understand you are in receipt of a letter of endorsement for the Watertown Renewable Power project from the Watertown Economic Development Commission. Because the application for this project was only recently filed, we want to ensure that the letter of endorsement is assigned to the appropriate project – Petition No. 834. A copy of the letter of endorsement is attached.

Sincerely yours,
TAMARACK ENERGY, INC.

Mark Mirabito
Project Manager

Attachment: Watertown Economic Development Commission Endorsement, dated November 16, 2007

Tamarack
ENERGY

TOWN OF WATERTOWN CONNECTICUT

Town Hall Annex, 424 Main Street

Watertown, Connecticut 06795-2200

November 16, 2007

Daniel F. Caruso, Chairman
Connecticut Siting Council
Ten Franklin Square
New Britain, CT 06051

Dear Chairman Caruso,

I am writing to you as Chairman of the Watertown CT Economic Development Commission in support of Tamarack Energy's Watertown Renewable Power (WRP) project. The full commission, at its November 15, 2007 meeting, voted unanimously to support this project.

Tamarack has been extremely cooperative with the Town Manager, the Town Council, all the town agencies and, has made presentations to many of the service organizations in town as well as to the Economic Development Commission and the Planning and Zoning Commission. In addition they held a very professionally done public hearing for all the residents of Watertown.

We are pleased that the WRP will utilize clean wood for fuel to produce 30 megawatts of reliable, sustainable, and renewable energy in this section of the state that is seriously short of electrical generating capacity. We are particularly pleased that the WRP has been selected to participate in the Connecticut Clean Energy's project 100 program, and has negotiated an energy sale agreement with CL&P, and will create a significant number of jobs in our region, and will add substantially to Watertown's tax base.

WRP will occupy 33 acres in our business park, will not be visible from the street (except for the top of the stack) and will barely be heard from the street. This is an ideal application of our business park's intended use. The site is in close proximity to fuel supply, availability of suitable truck access routes that avoid residential and commercial areas, access to exiting transmission lines, is compatible with surrounding land use, and will have minimal visual impact, all pluses for the Town of Watertown.

We heartily endorse this project for the Town of Watertown.

Sincerely,

Joseph McGrail
Chairman

cc: Watertown Economic Development Commission Members
Watertown Town Council Members
Charles Frigon, Watertown Town Manager
David Minnich, Chairman Watertown Planning and Zoning Commission
Tamarack Energy

Exhibit 9

Tamarack Energy, Inc.
35 Pratt Street
Suite 101
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www.TamarackEnergy.com

Tamarack
ENERGY

10 December 2007
File No. 836-02

Daniel F. Caruso
Chairman
Connecticut Siting Council
Ten Franklin Square
New Britain, CT 06051

Subject: Petition No. 834 – Petition of Watertown Renewable Power, LLC for a Declaratory Ruling
Watertown Planning & Zoning Commission Motion

Dear Chairman Caruso:

Although formal project approval from the Watertown Planning & Zoning (P&Z) Commission is not required, Watertown Renewable Power has maintained an open dialogue with the P&Z Commission throughout the development process. This included voluntary attendance at several regular meetings of the P&Z Commission. At the October 17, 2007 regular meeting, the P&Z Commission passed a motion that they will not seek intervener status in the Siting Council review process. Realizing this action is largely symbolic in nature, we nevertheless view the passing of the motion as representative of the P&Z Commission's understanding of and support for the Watertown Renewable Power project. A copy of the motion sheet is attached. The subject motion is at the top of page 8.

Sincerely yours,
TAMARACK ENERGY, INC.

Mark Mirabito
Project Manager

Attachment: Watertown Planning & Zoning Commission Motion Sheet, dated October 17, 2007

Tamarack
ENERGY

Mark Incomplete

Town of Watertown
Planning and Zoning Commission
Public Hearing
Motion Sheet

Time: 7:00PM (7:05PM)
Date: Wednesday, October17, 2007
Place: Watertown High School Technology Center
324 French Street
Watertown, CT

1. Call meeting to order

2. Roll call

Members Present: D. Minnich, M. Masayda, J. Franson, R. Russ, C. Mancini,

Members Absent: J. Wick, G. Martin, D. George, R. Rondeau

Others Present: Ruth Mulcahy, Land Use Administrator
Chuck Berger, Town Engineer

G. Martin arrived at 7:10PM
D. George arrived at 7:25PM

D. George sat in for J. Wick

3. Hearing of applications

a. Continuation of public hearing Proposed affordable housing development with 29 condominium units to be known as "Town View" proposed for the north side of Echo Lake Road opposite Hart Street, Watertown, Ct in an R-10F Residence District.

Applicant: James P. Rizk, Jr.
243 Echo Lake Road
Watertown, CT 06795

Agent: Joseph Taddia
PO Box 532
Watertown, CT 06795

Text of Motion: Table
Motion made by: G. Martin
Seconded by: C. Mancini
Aye: 7 Nay: 0

b. Zone Change application located at 58 Commercial Street, Watertown, CT to change the zone from an IG-80 General Industrial District to a B-SC Shopping Center Business District.

Applicant: Sandy Alves
Alves Precision
58 Commercial Street
Watertown, CT

Text of Motion: Close public hearing
Motion made by: C. Mancini
Seconded by: R. Russ
Aye: 7 Nay: 0

c. Site Plan approval for an addition to an existing building, Carvel Ice Cream Store, located at 1300 Main Street, Watertown, CT in a B-C Central Business Zone

Applicant: G. T. Holdings
George Tsioflikis
1300 Main Street
Watertown, Ct 06795

Text of Motion: Table
Motion made by: J. Franson
Seconded by: M. Masayda
Aye: 7 Nay: 0

d. An amendment to delete Section 83.65 titled Watertown Planning and Zoning Fire District Fees from the Watertown Zoning Regulations.

Text of Motion: Close
Motion made by: R. Russ
Seconded by: C. Mancini

Town of Watertown
Planning and Zoning Commission
Special Meeting
Motion Sheet

Time: 7:30PM
Date: Wednesday, October 17, 2007
Place: Watertown High School Technology Center
324 French Street
Watertown, CT

1. Call meeting to order

2. Roll call

Members Present: D. Minnich, M. Masayda, J. Franson, R. Russ, C. Mancini, G. Martin, D. George

Members Absent: J. Wick, R. Rondeau

Others Present: Ruth Muleahy, Land Use Administrator
Chuck Berger, Town Engineer

D. George sat in for J. Wick

3. Communications and bills
   a. Walking Tour of the Watertown and Oakville Main Street area scheduled for October 19, 2007 from 10:00AM to 1:00PM
   b. Preliminary notification from COG Re: Land Use Education Partnerships Seminars
   c. Public Act No. 07-218 An Act Concerning the Sale, Lease or Transfer of Municipal Property
   d. Jim Lukasavage letter of resignation from P&Z Commission

By unanimous consent place on file.

4. Articles on agenda

a. Applicant: James Rizk, Jr.
Agent: Joe Taddia
Re: Proposed affordable housing Project with 29 condominiums Units to be known as Town View
At: North side of Echo Lake Road opposite Hart Street
Zone: R-10F

Text of Motion: Table
Motion made by: G. Martin
Seconded by: R. Russ
Aye: 7 Nay: 0

b. Applicant: G.T. Holdings, LLC George Tsioflikis
Re: Addition to existing building
At: Carvel Ice Cream Store 1300 Main Street, Watertown
Zone: B-C

Text of Motion: Table
Motion made by: D. George
Seconded by: R. Russ
Aye: 7 Nay: 0

c. Applicant: Sandy Alves
Re: Zone Change
At: 58 Commercial Street, Watertown
Zone: IG-80 to B-SC

Text of Motion: Approve the zone change and map change
Motion made by: R. Russ
Seconded by: C. Mancini
Aye: 7 Nay: 0

Text of Motion: The effective date of the zone change and map change will be November 1, 2007
Motion made by: R. Russ
Seconded by: C. Mancini
Aye: 7 Nay: 0

d. Applicant: Planning and Zoning Commission
Re: An amendment to delete Section 83.65 titled Watertown Planning and Zoning Fire District Fees from the Watertown Zoning Regulations

Text of Motion: Repeal Section 83.65, and approve the addition of Section 74.1 Fees and Addition of Section 3.5 Fees of the Subdivision Regulations
Motion made by: D. George
Seconded by: R. Russ
Aye: 7 Nay: 0

Text of Motion: The effective date of the zoning regulations and subdivision regulations will be November 1, 2007
Motion made by: R. Russ
Seconded by: C. Mancini
Aye: 7 Nay: 0

e. Applicant: Christina Francesco
Re: Zoning application to discuss paper street ordinance

The consensus of the Commission is that we would request Roy Cavanaugh Director of Public Works, to provide a recommendation about Winthrop Street and Ripley Street (paper streets)

f. Applicant: Joseph Schienda
Re: Special Permit #231
Proposed 3 family house
At: Lots 272, 273, 274, 275
Russell Avenue, Oakville
Zone: R-G

Text of Motion: Table
Motion made by: G. Martin
Seconded by: C. Mancini
Aye: 7 Nay:

g. Applicant: Baillie Company
Agent: Civil One
Re: Site Plan Approval
At: 0 Frost Bridge Road
Zone: IG-80

Text of Motion: Table
Motion made by: M. Masayda
Seconded by: R. Russ
Aye: 7 Nay: 0

h. Hearing to consider calling of performance bond for Ice House Estates Subdivision – failure to complete subdivision improvements

i. Calling of performance bond for Ice House Estates Subdivision – failure to complete subdivision improvements

Text of Motion: Whereas the Town of Watertown Planning and Zoning Commission approved a subdivision entitled Ice House Estates on French Street and Ice House Road, Watertown, CT on April 5, 2000 requiring a performance bond in the amount of $16, 700 be posted for improvement which include the construction of sidewalks and the planting of street trees and this bond was furnished to the Town in the form of a Letter of Credit, 100-100-146 from Newtown Savings Bank with an expiration date of May 15, 2008, whereas the Administrator of Land Use notified the developer, Mark Zappone, on September 28, 2007 by certified and regular mail of a hearing to be held on October 17, 2007 and return receipt dated October 1, 2007 was received in the Land Use Office and whereas the Commission held a hearing in the process to call the performance bond for Ice House Estates on October 17, 2007 now therefore after the consideration of the required subdivision improvements and conduct of a hearing on the performance bond, the Watertown Planning and Zoning Commission authorizes the Town Attorney and the Administrator of Land Use to call the bond if the required improvements have not been completed to the satisfaction of the Town Engineer and Administrator of Land Use within 30 days from October 17, 2007. The Administrtor of Land Use is authorized to receive a cash performance bond in lieu of a performance bond in an amount acceptable to the Town Engineer. The Developer shall submit to the Administrator of Land Use by November 16, 2007 a three year cash bond for the required maintenance of trees in an amount determined by the tree warden and the customary one year maintenance bond for the improvements be established in the customary manner and in an amount approved by the Town Engineer. The maintenance bond shall be a cash bond.

Motion made by: D. George
Seconded by: C. Mancini
Aye: 7 Nay: 0

j. Applicant: Richard Fusco and Jim Lukasavage
Re: Zone Text Amendment and Zone Map Change application IR-80 to PCD (Planned Commercial District)
At: CT Route 262, RTE 8, Echo Lake Road, WTN

G. Martin recused himself from this application

Text of Motion: Action taken to formalize the appointment of Brian Miller to perform a third party review of the application that is before us for a zone text amendment and a zone map change in an IR-80 to a PCD on CT Route 262 and Route 8 and Echo Lake Road and also the appointment of Mike Galante to perform a third party review of the traffic report that will be given to us.
Motion made by: D. George
Seconded by: R. Russ
Aye:6 Nay: 0

G. Martin returned to the meeting after this item

5. Old business

a. Richard Halligan, 236 Oak Drive, Watertown, CT open space encroachment located between Oak Drive and Kimberly Lane, Watertown, CT.

Text of Motion: Request the Director of Public Works to re-establish and provide a better definition of the permanent boundary markers indicating the open space area
Motion made by: M. Masayda
Seconded by: G. Martin
Aye: 7 Nay: 0

b. 60 day comment period Tamarack Energy, Inc. Watertown Renewable Power, LLC for a facility on Echo Lake Road, Watertown, CT

Text of Motion: By unanimous consent, the Planning and Zoning Commission is not going to be an intervener in the Tamarack Energy project before the Connecticut Siting Council
Motion made by: C. Mancini
Seconded by: D. George
Aye: 6 Nay: 1

Aye: D. Minnich, M. Masayda, J. Franson, R. Russ, C. Mancini, D. George
Nay: G. Martin

On a vote of 6 yes, 1 opposed the motion is approved.

6. New business

a. Release of tree bond, Bellmeadow Subdivision, Watertown, CT

Text of Motion: Release bond
Motion made by:
Seconded by:

Aye: D.Minnich, M. Masayda, J. Franson, R. Russ, G.Martin, D. George
Nay: C. Mancini
Aye: 6 Nay: 1

On a vote of 6 in favor and 1 opposed the motion is approved

b. Memo from Harry Ward, Parks Department, to Planning and Zoning Commission Re: Echo Lake Silt Ponds – authorizing the Director of Parks to request the release of funds in an amount not to exceed $2,800 for silt removal from the Echo Lake silt ponds.

Text of Motion: Motion approve $2,800 for silt removal from Echo Lake
Motion made by: R. Russ
Seconded by: D. George
Aye: 7 Nay: 0

7. Chairman's report

8. Adjournment

Text of Motion: Adjourn at 11:20PM
Motion made by: D. George
Seconded by: C. Mancini

Exhibit 10

STANDARD ELECTRICITY PURCHASE AGREEMENT

This STANDARD ELECTRICITY PURCHASE AGREEMENT (the "EPA") is made as of April 19, 2007 (the "Effective Date") by and between THE CONNECTICUT LIGHT AND POWER COMPANY ("Utility"), and GDI RENEWABLE POWER – WATERTOWN, LLC ("Seller"). Utility and Seller together are the Parties and each individually is a Party to this EPA.

WHEREAS, Seller, shall operate an electrical generation facility located in the area commonly known as Echo Lake Road in Watertown, Connecticut, as more fully described in Appendix B (the "Facility"); and

WHEREAS, Seller wishes to sell to Utility and Utility wishes to purchase from Seller electric Products produced solely by the Facility on and after the Effective Date during the period June 1 through December 31 of each calendar year of the Term of this EPA and on the terms specified herein; and

WHEREAS, Seller wishes to sell electric Products produced by the Facility during the period from January 1 through May 31 of each calendar year of the Term of this EPA under separate contract or into the ISO-NE market system;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Parties hereto agree as follows:

1 AVAILABILITY

1.1 This EPA is available to GDI because it is a Class I renewable energy source project that will receive funding from the Renewable Energy Investment Fund (also known as the Connecticut Clean Energy Fund) and will begin operation on or after July 1, 2003, as defined in Connecticut General Statutes ("CGS") Section 16-244c(j)(2).

1.2 In its Decision in Docket No. 03-07-17RE03, dated September 27, 2006, the CDPUC determined that the RFP provision limiting project size to 15 MW (Section 1.7) permits a 15 MW annualized limit.

2 DEFINITIONS

2.1 As used throughout this EPA, capitalized terms shall have the definitions set forth in this Article 2, or in Article 1 of Appendix A to this EPA; provided that any capitalized terms used but not defined in this EPA have the meanings set forth in the ISO-NE Documents, as applicable.

2.2 "Interconnecting Utility" shall mean The Connecticut Light and Power Company (or its successor in interest) in its capacity as a party to the Interconnection Agreement.

3 PURCHASE AND SALE OF POWER

3.1 Subject to the terms and conditions of this EPA, Seller shall sell and deliver and Utility shall purchase and accept delivery of Products from the Facility during the Purchase Period. Seller shall ensure that the Facility uses clean wood waste generated from forest management activities as its primary energy source.

3.2 The original Scheduled Operation Date of the Facility is December 31, 2009. Seller agrees to give written notice to the Utility at the end of each calendar quarter of any change in this date and of progress in obtaining permits and constructing the Facility.

3.3 Seller shall deliver the Products to Utility at the Delivery Point. Seller and the Utility shall specify the Delivery Point in Appendix B consistent with the definition in A-1.11. Seller may not change the Delivery Point during the Term without prior Utility approval.

3.4 Prior to the In-Service Date and satisfaction of the Prerequisites for Purchase listed in Section A-15, but subsequent to the execution of an Interconnection Agreement, Seller shall conduct testing of the Facility and Utility shall purchase any Products generated pursuant to such testing. Utility will pay Seller for such Products at the same rate that Utility is paid for the Energy component of such Products by ISO-NE.

3.5 Subject to the satisfaction of the Prerequisites for Purchase listed in Section A-15 and at all times during the Purchase Period, Seller shall deliver to Utility one hundred percent (100%) of the Products ("Delivered Products"). All Delivered Products up to 25,714 kWh per hour of Energy and a corresponding portion of all other Products shall be "Contract Rate Products". It is expressly recognized by Seller that the Delivered Products must include, but are not limited to, Capacity. Any amount of Delivered Products that are in excess of the Contract Rate Products in any hour shall be "Additional Products". Only Products that are produced by or attributable to the Facility during the Purchase Period shall be sold and delivered under this EPA. Any Products that are produced by or attributable to the Facility during times that are outside the Purchase Period shall not be sold under or delivered under this EPA.

4 PRICE

4.1 The price to be paid by Utility to Seller for all Delivered Products shall be as described in Appendix C of this EPA. Utility will pay Seller for any Additional Products at the same rate that Utility is paid for the Energy component of such Additional Products by ISO-NE as described in Appendix C. The Parties expressly commit to the prices provided in the EPA for the Term.

4.2 Intentionally omitted

4.3 Intentionally omitted

5 TERM OF EPA

5.1 The EPA shall be binding upon execution and remain in effect thereafter for fifteen (15) years from the In-Service Date ("Term"); provided, however, that this EPA shall terminate if the In-Service Date is not reached by the date specified in Section A-1.24 unless otherwise ordered by the CDPUC or unless the Parties agree in writing to change this date.

5.2 Seller shall provide a minimum of thirty (30) days advance notice to Utility of all dates upon which Seller tests the Facility in order to establish the In-Service Date. Utility shall have the right to be present at the Site, to receive documentary evidence of the Facility's operation.

5.3 Following the end of the Term, the Parties hereto shall have no further obligations hereunder, except as otherwise expressly provided herein or to the extent necessary to enforce the rights and obligations of the Parties arising under this EPA before the end of the Term.

6 NOTICES

6.1 Except as otherwise specified in this EPA, any notice, demand or request required or authorized by this EPA to be given shall be either personally delivered or mailed by registered or certified mail (return receipt requested), postage paid, to the Party at the following address:

To Utility: [for U.S. Mail deliveries]
Director – Wholesale Power Contracts
Northeast Utilities Service Company
P.O. Box 270
Hartford, CT 06141-0270

[for hand deliveries]
Director – Wholesale Power Contracts
Northeast Utilities Service Company
107 Selden St.
Berlin, CT 06037

with a copy to:
General Counsel
Northeast Utilities Service Company
P.O. Box 270
Hartford, CT 06141-0270

[for hand deliveries]
General Counsel
Northeast Utilities Service Company
107 Selden St.
Berlin, CT 06037

To Seller: President
GDI Renewable Power – Watertown, LLC
35 Pratt Street, Suite 101
Essex, CT 06426

With copy to: Managing Director
Tamarack Energy, Inc.
35 Pratt Street, Suite 101
Essex, CT 06426

The designation of such persons and /or address may be changed at any time by either Party upon written notice given pursuant to the requirements of this Section. A notice served by mail shall be effective upon receipt.

7 PERFORMANCE ASSURANCE

7.1 The Parties agree that a cessation or suspension of Seller's operation of the Facility as the result of economic factors (such as a change in market price of Delivered Products or in Seller's cost of operating and/or maintaining the Facility) or financial factors (such as an impairment of Seller's financial condition, including its insolvency, voluntary or involuntary petition for bankruptcy, appointment of a receiver or trustee for its assets) would constitute a breach of Seller's obligation to operate the Facility in accordance with this EPA and Good Industry Practices. Such breach by Seller would entitle Utility to

draw on or otherwise call on any and all performance assurance in accordance with Appendix D.

7.2 No less than ten (10) days prior to the commencement of Utility's purchases of Contract Rate Products at the prices specified in Appendix C, Seller shall provide, at Seller's sole cost and expense, performance assurance in favor of Utility, in an amount that is no less than the Assurance Amount defined in Appendix D and in form and substance and from an issuer in accordance with the requirements of Appendix D.

TERMS AND CONDITIONS

This EPA includes the following appendices which are attached and incorporated by reference:

Appendix A - GENERAL TERMS AND CONDITIONS
Appendix B - DESCRIPTION OF FACILITY
Appendix C - PRICING
Appendix D – PERFORMANCE ASSURANCE
Appendix E – CAPACITY BIDDING REQUIREMENTS

IN WITNESS WHEREOF, Utility and Seller have caused this EPA to be executed by their respective duly authorized officers as of the date first above written.

THE CONNECTICUT LIGHT AND POWER COMPANY
By: James R. Shuckerow Jr.
Name: James R. Shuckerow Jr.
Title: Director, Wholesale Power Contracts
as agent for The Connecticut Light and Power Company

GDI RENEWABLE POWER – WATERTOWN, LLC
By: William G. Carter
Name: William G. Carter
Title: Vice President

APPENDIX A

GENERAL TERMS AND CONDITIONS

A-1 DEFINITIONS

For the purposes of this EPA the following terms shall have the following meanings:

A-1.1 "Additional Products" shall mean any amount of Delivered Products that are in excess of the Contract Rate Products in any hour.

A-1.2 "Affiliate" of a person shall mean any other person controlling, controlled by or under common control with such first person. For purposes hereof, "person" shall mean a natural person, a corporation, partnership, limited liability company, trust or any other organization or entity however organized.

A-1.3 Intentionally omitted

A-1.4 "Business Day" shall mean any Monday through Friday, inclusive, that is not a legal holiday in the State of Connecticut.

A-1.5 "Capacity" shall mean all the capacity from the Facility, whether operable or inoperable, as determined by ISO-NE's Seasonal Claimed Capability rating (or successor or replacement rating used to measure capability) as defined in the ISO-NE Tariff. The Capacity could be in the form of ICAP, UCAP, LICAP, or any other capacity product as determined or recognized by ISO-NE.

A-1.6 "CDPUC" shall mean the Connecticut Department of Public Utility Control or its successor.

A-1.7 "Class I Renewable" shall have the meaning provided in CGS Section 16-1(a)(26), provided that once a project is qualified by the CDPUC as a Class I renewable project, and said project continues to be a Class I renewable project, as defined, when this EPA is signed and approved by the CDPUC, if any change in governing legislation concerning the meaning of Class I Renewable is enacted subsequent to CDPUC approval of this EPA ("Post Approval Change"), such Post Approval Change in the meaning of Class I Renewable shall not affect the status of the project under the EPA.

A-1.8 Intentionally omitted

A-1.9 "Contract Rate Products" shall mean all Delivered Products up to the maximum expressed in kWh per hour of Energy and a corresponding portion of all other Products as specified in Section 3.5.

A-1.10 "Delivered Products" shall mean all Products delivered to the Utility during the Purchase Period determined by the percentage specified in Section 3.5.

A-1.11 "Delivery Point" shall mean the point where Products transmitted by the Seller will be delivered to the Utility. The Delivery Point shall be a specific point on the ISO-NE PTF where Seller shall transmit its Products to the Utility, except for small Connecticut projects with a capacity value such that they are recognized by ISO-NE rules, as currently in effect and as amended from time to time, as a "load reducer." The Delivery Point for these small Connecticut projects shall be the point of interconnection to the purchasing Utility's distribution system.

A-1.12 "Effective Date" has the meaning set forth in the preamble.

A-1.13 "Emissions Credits" shall mean any positive value associated with the environmental emissions (or lack thereof) associated with the production of Energy at the Facility, along with any associated instrument or certificate tradable on the New England GIS system,

whether paper, electronic, or in any other form. Emissions Credits shall not include any costs associated with decommissioning and/or environmental clean-up of the Site.

A-1.14 "Energy" shall mean electric "energy," as such term is defined in the ISO-NE Tariff, generated by the Facility during the Purchase Period as measured in kWh in EPT, less such Facility's station service use, generator lead losses and transformer losses, which quantity for purposes of this EPA will never be less than zero.

A-1.15 "EPT" shall mean Eastern Prevailing Time.

A-1.16 "Facility" shall mean Seller's plant for generating electricity as described in Appendix B.

A-1.17 "FERC" shall mean the Federal Energy Regulatory Commission.

A-1.18 "Force Majeure" has the meaning set forth in Section A-11.

A-1.19 "Forward Capacity Market" and "FCM" shall mean the forward market for capacity that is proposed in the LICAP Settlement and as may be implemented pursuant to ISO-NE Documents.

A-1.20 Intentionally omitted

A-1.21 "GIS" means the New England Power Pool Generation Information System, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, that identifies generation attributes of MWhs of energy accounted for in such system, and any successor to such System.

A-1.22 "GIS Forward Certificate Transfer System" means the mechanism specified in the operating rules of the GIS system to effect transfers of GIS certificates in advance of their creation.

A-1.23 "Good Industry Practices" means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric generation industry with respect to producing electricity from the Facility. Good Industry Practices shall also include any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been reasonably expected to accomplish the desired result at a reasonable cost. Such practices, methods and acts must comply fully with applicable laws and regulations, good business practices, economy, reliability, safety, environmental protection, and expedition, having due regard for current editions of the National Electrical Safety Code and other applicable electrical safety and maintenance codes and standards, and manufacturer's warranties and recommendations. Good Industry Practices are not intended to be the optimum practice, method, or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods, or acts generally accepted in the electrical generation industry in the United States.

A-1.24 "In-Service Date" means the date as specified in Appendix B; provided, however, that the In-Service Date shall be no later than two (2) years from the original Scheduled Operation Date provided in Section 3.2.

A-1.25 Intentionally omitted

A-1.26 "Interconnecting Utility" shall mean as specified in Section 2.2.

A-1.27 "Interconnection Agreement" shall mean the Interconnection Agreement by and between Seller and the Interconnecting Utility as the same may be amended from time to time.

A-1.28 "Interconnection Point" shall mean the interconnection point(s) as specified in the Interconnection Agreement.

A-1.29 "ISO-NE" shall mean ISO New England Inc., its successor, or any other independent system operator or regional transmission organization for New England.

A-1.30 "ISO-NE Documents" collectively includes the ISO-NE System Rules, the ISO-NE Tariff, the Market Rules, ISO-NE Manuals, the Participant's Agreement and the Second Restated NEPOOL Agreement and other documents formally approved and issued by ISO-NE.

A-1.31 "ISO-NE Tariff" shall mean the ISO-NE Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3, or successor or replacement tariffs or agreements on file at the FERC, and as may be amended and in effect from time to time.

A-1.32 "kWh" shall mean a kilowatt hour.

A-1.33 "LICAP Settlement" shall mean the March 6, 2006 Forward Capacity Market Settlement Agreement filing with the Federal Energy Regulatory Commission in Devon Power LLC, et al., Docket Nos. ER03-563-000, -030, and -055.

A-1.34 "NEPOOL" shall mean the New England Power Pool or any successor or replacement organization(s).

A-1.35 "Products" shall mean all electricity products, whether presently known or designated or created in the future, produced by or associated with the Facility during the Term, including but not limited to Energy, Operating Reserves, Forward Reserves, Capacity, Emission Credits, tradable carbon credits, and any so-called "green" power credits commonly known as "GIS certificates" or "Renewable Energy Certificates."

A-1.36 "Purchase Period" shall mean the seven month period beginning June 1 and ending December 31 of each calendar year during the Term of this EPA.

A-1.37 "Renewable Energy Certificates" ("RECs") shall mean any certificate, either paper, electronic, or any other form that can be used to demonstrate that the Energy generated from the Facility during the Purchase Period was Class I Renewable.

A-1.38 "Scheduled Operation Date" shall mean the date set forth in Section 3.2.

A-1.39 "Site" shall mean the location of the Facility as described in Appendix B.

A-1.40 "Term" shall mean the period set forth in Section 5.1.

A-2 CONSTRUCTION, OPERATION AND MAINTENANCE OF THE FACILITY: THE OPERATOR

A-2.1 Seller shall construct, operate and maintain the Facility using Good Industry Practices, and in compliance with the Interconnection Agreement.

A-2.2 Seller shall construct, operate and maintain the Facility so that it obtains and retains its status as a Class I Renewable energy source project, as defined in A-1.7.

A-2.3 Seller recognizes that Utility may sell or otherwise utilize the Delivered Products, including Capacity, in the ISO-NE market. Seller will cooperate with Utility to comply with ISO-NE requirements and procedures, as such requirements and procedures may change from time to time, which may include, but is not limited to, participation by Seller, or authorization of Utility to participate with respect to the Products, in the ISO-NE markets (or their successor markets), including the FCM.

Seller must take all necessary and appropriate actions to qualify, participate, be selected and compensated in any capacity market, including the FCM and any successor capacity market, during the Purchase Period. Seller can consult with the Utility regarding the appropriate price to bid into the FCM. Seller's failure to qualify, participate, be selected and/or compensated for capacity will render it liable to pay liquidated damages to Utility as provided in Section A-9.3. For the FCM, Seller is

required to comply with the requirements set forth in Appendix E. In the event that the FCM is replaced with another capacity market, Seller must follow the rules of that new market to assure that it can participate and earn capacity payments in any subsequent successor markets. To the extent Seller is not able, through the use of commercially reasonable efforts, to participate and earn capacity payments in any subsequent successor market, the parties will enter into good faith negotiations to amend this EPA, so as to accomplish the purposes of this EPA and to place the parties to the extent reasonably feasible in the same positions as they were at the time of the execution of this EPA. Such amendment will be effective upon, and subject to, approval of the CDPUC as set forth in Section A-15.1.6. To the extent that it is not possible to accomplish the purposes of this EPA and reasonably to place the parties in the same positions as they were at the time of the execution of this EPA, the Utility shall have the right to terminate the EPA, upon CDPUC approval, if doing so would be beneficial to Utility's consumers.

If for any reason Seller receives any capacity payments, credits, or other compensation (collectively, "compensation") for the provision or sale of Capacity and/or other Product(s) that constitute Delivered Product(s) pursuant to Section 3.5, Seller acknowledges and agrees that it shall not hold or claim to hold equitable title to (i) any such Capacity and/or other Product(s) or (ii) any compensation associated therewith; and Seller shall pay to Utility all compensation in respect of such Capacity and/or other Product(s) applicable to the Purchase Period within thirty (30) days.

For Capacity and/or other Product(s) that are not applicable to the Purchase Period, if for any reason Utility receives any compensation for the provision or sale of such Capacity and/or other Product(s), Utility acknowledges and agrees that it shall not hold or claim to hold equitable title to (i) any such Capacity and/or other Product(s) or (ii) any payments associated therewith; and Utility shall pay to Seller such compensation within thirty (30) days.

Seller acknowledges and agrees that it shall be responsible for all costs, charges or adjustments related to or associated with the provision or sale of Capacity imposed on or paid by Utility. These costs, charges or adjustments shall include, but are not limited to, the availability penalty discussed in Section 11.V.C. of the LICAP Settlement, or in any ISO-NE Document, and the Peak Energy Rent as discussed in Section 11.V.B. of the LICAP Settlement, or in any ISO-NE Document. Such costs, charges or adjustments shall not include Utility's own administrative costs. Seller shall reimburse Utility for any costs, charges or adjustments paid by Utility in respect of such Capacity.

A-2.4 Utility, in order to benefit from the Capacity provided by the Facility, may periodically need to obtain recognition of and credit for the Seasonal Claimed Capability ratings (or other capability ratings) of the Facility from NEPOOL and/or ISO-NE, or other associations or entities to which Utility has contractual responsibilities for providing electrical capacity. If, in order to obtain such recognition, Utility must obtain Seasonal Claimed Capability ratings (or other capability ratings) for the Facility under rules set out by such association or entity, Seller shall assist Utility in performing any tests and audits of the Facility's output capability as Utility may from time to time reasonably request upon at least ten (10) days prior written notice. In addition, Seller shall undertake any administrative actions or steps that are necessary or appropriate, which may include, but are not necessarily limited to, responding to questions, completing applications, certifications or other forms, for the Facility to qualify for and obtain the maximum possible Capacity for delivery to Utility. The immediately preceding sentence is intended to be limited to administrative actions and steps.

A-2.5 Every day (including weekends and holidays) by 10:00 a.m. EPT, Seller must provide to Utility an estimated hourly schedule of deliverables for the following day, except that (i)

Seller may provide such schedule for weekends and holidays on the preceding Business Day, and (ii) Seller with a Facility capacity less than 5 MWs is not required to provide such hourly schedules unless the schedules are requested by Utility to meet the ISO-NE bidding requirements for Seller's Facility. For intermittent, non-dispatchable Facilities such as but not limited to wind or solar, estimated hourly schedules will be provided by Seller on a best effort basis and Seller of such Facilities and Utility will cooperate to maximize the value of the Facility.

A-2.6 Prior to October 1 of each year, Seller shall submit to Utility for review and comment by Utility an initial schedule of expected electricity delivery levels for the twelve (12) month period beginning with January of the following year. The schedule shall state the estimated times of operation, amounts of electricity production, number of anticipated shutdowns and reductions of output and the reasons therefor, and the dates and durations of scheduled maintenance, including a specification of maintenance requiring shutdown or reduction in output of the Facility. Subject to the requirements of Good Industry Practices, Seller shall not schedule routine maintenance of the Facility during the months of June, July or August, and shall consult with Utility at least thirty (30) days prior to removing the Facility from service for routine maintenance. Seller shall:

A-2.6.1 Revise the timing and duration of shutdowns and reductions in the initial schedule to accommodate any reasonable requests made by Utility within sixty (60) days from Utility's receipt of the initial schedule, unless such revisions would not be consistent with Good Industry Practices; and

A-2.6.2 Make all reasonable efforts, consistent with Good Industry Practices, to accommodate any additional changes in the initial schedule requested by Utility; provided, however, that any such changes shall not be expected to reduce the total deliveries from the Facility.

A-2.7 Seller shall provide to any relevant party any information that may be required from time to time by NEPOOL, ISO-NE, FERC, or North American Electric Reliability Council or their successors.

A-2.8 Subject only to Good Industry Practices, during any period in which Interconnecting Utility (in accordance with the Interconnection Agreement), ISO-NE, or NEPOOL notifies or causes Seller to be notified that Interconnecting Utility (in accordance with the Interconnection Agreement), ISO-NE or NEPOOL is experiencing or expecting to experience a surplus or shortage of supply of Energy or capacity or both, or that the Facility should operate to mitigate other operational or electrical problems (such as maintenance, voltage deficiency, or transmission or distribution line loading problems) on ISO-NE's, the Interconnecting Utility's or NEPOOL's electrical system, Seller shall use all reasonable efforts (including, but not limited to, delaying routine maintenance) to comply with Interconnecting Utility, ISO-NE or NEPOOL requests to mitigate such surplus, shortage, operational or electrical problem. Utility shall have no obligation to pay for any Products delivered or that would have been delivered by Seller during such periods for which Seller has been notified to suspend deliveries. Utility shall have no obligation to pay for any Products associated with energy deliveries in excess of the level to which Seller was requested to curtail its deliveries. During periods when deliveries or increases in deliveries have been requested in accordance with this Subsection A-2.8, Utility shall pay Seller for any Products delivered in accordance with Section 4.1 and Appendix C of this EPA.

A-3 INTERCONNECTION AND DELIVERY

A-3.1 Commencing on the Effective Date, Seller shall deliver the Products that are contracted for purchase and sale pursuant to this EPA to Utility at the Delivery Point as listed in Appendix B and pursuant to the Interconnection Agreement.

A-3.2 Seller shall be responsible for all applicable FERC-approved charges associated with transmission and distribution interconnection, service and delivery charges, including all related ISO-NE administrative fees except for small Connecticut projects with a capacity value such that they are recognized by ISO-NE rules, as currently in effect and as amended from time to time, as a "load reducer". These small Connecticut projects are not delivering power to the PTF and shall pay energy delivery costs only to their Delivery Point.

A-4 ELECTRIC CHARACTERISTICS

A-4.1 The electrical characteristics of the Energy delivered pursuant hereto shall fully comply with the requirements of the Interconnection Agreement.

A-5 METERING

A-5.1 All electricity delivered hereunder shall be metered by the Interconnecting Utility in accordance with the terms of the Interconnection Agreement. Any meter must be capable of recording hourly Energy delivered and be capable of remote access by the Interconnecting Utility. Seller shall make such recorded data available monthly to the purchasing Utility at no cost. Utility and Seller each agree to be bound by the determinations of the Utility with respect to the metering of Product deliveries hereunder. Seller does not forego any right under law or regulation it may have or acquire to challenge accuracy of Utility metering determinations.

A-5.2 If any of the metering equipment is found to be inaccurate by more than two percent (2%), the meter readings for the period of inaccuracy shall be adjusted as far back as can be reasonably ascertained, but in no event shall such period exceed six (6) months from the date that the meter was found to be inaccurate.

A-6 SUSPENSION AND REDUCTION OF DELIVERIES

A-6.1 If deliveries under this EPA are suspended or curtailed pursuant to the Interconnection Agreement, Utility shall have no obligation to accept or pay for Products delivered under this EPA during the period of suspension or in the case of a period of curtailment, Products delivered in excess of the level to which Seller was requested to curtail its deliveries.

A-7 BILLING AND PAYMENT

A-7.1 Utility or Interconnecting Utility, as applicable, shall read Seller's meters. Within thirty (30) days following either Utility's reading of the meters or Utility's receipt of Interconnecting Utility's meter readings, Utility shall pay for Products delivered under this EPA at the applicable rates set forth in this EPA, subject to deductions for Seller's failure to provide Renewable Energy Certificates or Utility requested Renewable Energy Certificate information or Capacity. Initially, Products, under this EPA, except for Capacity will be considered delivered based on the receipt of Energy. Capacity will be based on the quantity available to be bid into the FCM, or its successor. If Seller fails to comply with the requirements of this EPA regarding Capacity, then the amount of Capacity for which Seller will be liable pursuant to Section A-9.3 shall equal the amount of Capacity that Seller would have made available to be bid into the FCM if Seller had complied fully with the requirements of this EPA, but no more than 25,714 kW.

Upon notice to Seller, Utility will deduct for Seller's failure to provide Renewable Energy Certificates or Utility requested Renewable Energy Certificate information as follows: (i) In the case where Seller directly applies for the Facility's Renewable Energy Certificates, Seller shall promptly deliver such certificates to Utility upon receipt or (ii) in the case where Utility applies for the Facility's Renewable Energy Certificates, Seller shall provide a timely response to Utility's written request for the necessary information required by the Utility to apply for such certificates. With respect to (ii) above, Utility must provide

Seller with a written request in a timely manner that specifies the information needed from Seller for Utility to obtain the Facility's Renewable Energy Certificates. If, after the timely receipt of a written request with respect to (ii) above, Seller fails to supply the necessary information for the Utility's Renewable Energy Certificate application on a timely basis or if the Seller fails to promptly deliver the Facility's Renewable Energy Certificates in accordance with (i) above, and either such failure is a substantial cause of Utility's inability to realize the value of such Certificates, then Utility will, upon written notice to Seller, deduct the reasonable market value or the Fixed Renewable Adder value set forth in Appendix C, whichever is greater, of any such Renewable Energy Certificates from any future payment made to Seller in accordance with the provisions of this Section. However, the above-described deduction from payments to Seller shall not apply for Utility's failure to realize the value of project-generated RECs if that failure was caused by parties other than the Seller or those under its control (i.e. Seller's employees, representatives and/or agents), or by situations beyond Seller's control, and provided that Seller has taken all steps necessary to ensure that Utility has the requisite basis to realize the value of all RECs (including Seller's providing to the Utility all requested information and documents in a timely fashion). Seller shall use the GIS Forward Certificate Transfer System to transfer to Utility, on a non-rescindable basis, the portion of all GIS certificates created in respect of Energy produced during the Term that equals the percentage of the Products delivered to Utility (as provided in Section 3.5); provided, however, that the use of the GIS Forward Certificate Transfer System does not ensure that the GIS certificates so transferred will be RECs and does not relieve Seller of its obligation to deliver a sufficient number of RECs to Utility to demonstrate that the entire amount of Energy delivered under this EPA was from Class I Renewable.

A-7.2 In the event adjustments are required to correct inaccurate measurements of Products delivered to Utility, the Party requesting adjustment shall describe the method used to determine the correct measurements and shall recompute the amounts due during the period of the inaccuracy. The difference between the amount paid and that recomputed shall be paid or repaid, without interest, or objected to by the party responsible for such payment or repayment within thirty (30) days following its receipt of such request. All claims for adjustments shall be waived as to any Product deliveries made more than six (6) months preceding the date of any such request or, in the case of Renewable Energy Certificates, more than twelve (12) months preceding the date of such request.

A-7.3 Any undisputed amounts due from either Party under this EPA shall be paid within thirty (30) days following receipt by either Party of an itemized invoice from the other Party setting forth, in reasonable detail, the basis for such payment. Utility shall have the option in any invoice it provides to Seller, including, but not limited to, invoices relating to interconnection costs, construction power and backup/standby electrical service, to require payment of undisputed amounts from Seller or to require Seller to treat past due and undisputed amounts due from Seller as a credit against any amounts Utility may then or subsequently owe Seller under the terms of this EPA.

A-7.4 Any invoiced amounts remaining unpaid and unobjected to after the expiration of the thirty (30) day periods described above, except for adjustments due to metering inaccuracies, shall thereafter bear interest at the rate set forth in Section A-8.1.

A-7.5 If either Party disputes the amount of any bill, it shall so notify the other Party in writing. The disputed amount may, at the discretion of the paying Party, be held by that Party until the dispute has been resolved; provided that the paying Party shall be responsible to pay interest on any withheld amounts that are determined to have been properly billed, which shall be calculated in the same manner as interest on late payments under Section A-8.1. Neither Party shall have the right to challenge any monthly bill nor to bring any court or administrative action of any kind questioning the propriety of any bill after a period of twenty four (24) months from the date the bill was due.

A-8 INTEREST PAYMENTS

A-8.1 Any invoiced amounts that are not paid when due hereunder shall bear interest from the due date until paid (an "Interest Period") at an annual rate equal to the lesser of (a) two percent (2%) above the Prime Rate for large commercial loans published in The Wall Street Journal under "Money Rates", or, if such rate is not so published, then the prime lending rate for large commercial loans quoted by Citibank, N.A., or its successor, as such rate may be in effect from time to time during an Interest Period, or (b) the maximum interest rate allowed by law from time to time during an Interest Period.

A-9 REMEDIES AND DAMAGES

A-9.1 Upon Utility's or Seller's failure to perform any obligation of this EPA, the other Party, in addition to the rights described in specific sections of this EPA, and except to the extent specifically limited by this EPA, may exercise, at its election, any rights or remedies it may have at law or in equity including but not limited to monetary compensation for damages, injunctive relief and specific performance.

A-9.2 If Utility or Seller fails to perform any obligation of this EPA, then, in addition to the remedies specified in Section A-9.1, the other Party may on sixty (60) days prior written notice terminate this EPA; provided, however, if the non-performing Party cures such failure to perform during such sixty (60) day period or submits evidence that it is taking all reasonable steps necessary to cure such event and such event is in fact cured within 180 days of such notice from the performing Party, such termination shall not occur; and further provided that during any period in which the Project does not retain Class I status pursuant to the requirements of Section A-2.2, Utility will reimburse Seller for Products delivered by Seller to Utility at the same rate that Utility is paid for the Energy component of such Products by ISO-NE.

A-9.3 Seller and Utility acknowledge and agree that if Seller, in breach of Section A-2.3, fails to qualify, participate, be selected and/or earn compensation in an ISO-NE capacity market: (i) the actual damages to Utility expected as a result of Seller's breach would be substantial, but such damages would or may be uncertain in amount or difficult to ascertain, (ii) both Seller and Utility intend that Seller shall pay the amount specified below as liquidated damages for such breach, (iii) this amount of damages is not a penalty, and (iv) this amount of damages is reasonable because it is not disproportionate to the damages that Seller and Utility expect Utility would sustain as the result of such a breach. Accordingly, if Seller fails to qualify, participate, be selected or compensated in an ISO-NE capacity market that includes the Purchase Period in any given year when the Facility could have qualified but did not qualify or participate in or was not selected or compensated for capacity in such market due to an act or omission by Seller or its agents, Seller shall pay liquidated damages to Utility in the following amounts: For Seller's first such failure – a 1 cent reduction per kWh for Energy purchases during the Commitment Period to which such failure applies. For Seller's second such failure – a 2 cent reduction per kWh for Energy purchases during the Commitment Period to which such failure applies; and For Seller's third and any subsequent such failure - a 3 cent reduction per kWh for Energy purchases during the Commitment Period to which such failure applies. After a third or any subsequent such failure, Utility shall have the right, in its discretion, to terminate this EPA if Utility determines in its discretion that doing so would be beneficial to Utility's consumers by providing written notice to Seller within sixty (60) days following the date Utility receives notice or otherwise learns of such failure. Liquidated damages owed by Seller shall be collected by Utility via a reduction of Utility's payments to the Seller under this EPA.

A-10 TITLE; INDEMNIFICATION

A-10.1 Title to and risk of loss related to the Products delivered hereunder shall transfer from Seller to Utility at the Delivery Point. On and after Effective Date, Seller and Utility shall each, to the extent permitted by law, indemnify, defend and hold the other, its members, officers, employees and agents (including but not limited to affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damage or otherwise asserted by a third party (a "Claim") that arise from or out of any event or circumstance first occurring or existing during the period when control and title to the Products is vested in such Party or which is in any manner connected with the performance of this EPA by such Party, except to the extent that such Claim may be attributable to the gross negligence or willful misconduct of the Party seeking to be indemnified. This Article 10 shall survive termination of this EPA.

A-10.2 Either Party may be involved in an action and intend to seek indemnity under Section A-10.1 from the other Party. If so, the Party seeking indemnity must give prompt notice of the pendency of the action to the other Party. Whether or not notice is given, any Party from whom indemnity might be sought may, but need not, participate in the action for which the indemnity is requested with separate counsel and may assert all defenses available to it.

A-11 FORCE MAJEURE

A-11.1 Each Party shall exercise due diligence and reasonable care and foresight to perform its obligations hereunder. Neither Party shall be considered to be in default with respect to any obligation hereunder if prevented or delayed in a material respect from fulfilling such obligation by fire, strikes or other labor difficulties, casualties, civil or military authority, civil disturbance or riot, war, acts of God, acts of public enemy, drought, earthquake, flood, explosion, hurricane, lightning, landslide, or similar cataclysmic occurrence, NEPOOL or ISO-NE experiences unplanned-for emergency system conditions, including but not limited to a shortage of available electric generating capacity or an insufficiency of transmission or distribution facilities required for the delivery of Products, such that NEPOOL or ISO-NE either must suspend the supply of one or more of the Products or must curtail or interrupt all or a portion of the Products, or other event beyond the reasonable control of the Party affected ("Force Majeure"); provided, however, that the price or pricing structure of any applicable fuel or energy source shall not be considered a Force Majeure event.

A-11.2 If either Party is rendered wholly or partly unable to perform its obligations under this EPA because of Force Majeure, that Party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected; provided, that payments due hereunder from either Party to the other when due shall not be excused by Force Majeure (unless the inability to pay arises from a Force Majeure event); and provided, further, that:

A-11.2.1 The non-performing Party promptly, but in no case later than five (5) Business Days after the occurrence of the Force Majeure, gives the other Party written notice describing the particulars of the occurrence describing, in detail, the nature, extent and expected duration of the Force Majeure;

A-11.2.2 The suspension of performance shall be of no greater scope, and of no longer duration, than is reasonably required by the Force Majeure; and

A-11.2.3 The non-performing Party uses commercially reasonable efforts to remedy its inability to perform.

A-11.2.4 Neither Party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, is contrary to its interest, it being understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be entirely within the discretion of the Party having such difficulty.

A-12 LIMITATION OF LIABILITIES

A-12.1 Neither Party shall be liable to the other Party in connection with the performance of the EPA for any special, indirect, incidental, consequential, punitive or exemplary damages of any kind, including but not limited to loss of use, out of pocket expenses and lost profits (past or future), by statute, in tort or contract, under any indemnity provision, or otherwise.

A-13 NO DUTY TO THIRD PARTIES

A-13.1 Nothing in this EPA nor any action taken hereunder is intended to or shall be construed to create any duty, liability or standard of care to or from any person not a party to this EPA. However, lenders to the Facility may have the option to perform certain Seller obligations as defined more fully under the terms of the Facility's financing documents.

A-14 REPRESENTATIONS

A-14.1 Seller hereby represents and warrants to Utility as follows:

A-14.1.1 Seller acknowledges that, as of the date hereof, Utility has entered into this EPA in reliance on Seller's written representations made herein, or in documentation otherwise submitted to Utility by Seller or its agents prior to execution hereof as set forth or otherwise referenced in Appendix B. Seller acknowledges and agrees that any changes or nonconformity to these representations without the approval of Utility may, and changes that materially increase the ratepayer risks beyond those reflected in this EPA will, result in the inability of the Facility to satisfy the prerequisites for purchases set forth in Article 15, Prerequisite for Purchases and any material nonconformity to these representations without the approval of Utility that occurs, or is discovered, after the date that Seller has satisfied the prerequisites for purchases in Article 15, will constitute a breach of the EPA.

A-14.1.2 Seller has full power and authority to execute and deliver this EPA, and Seller shall continue to have full power and authority to perform its obligations hereunder, and to consummate the transactions contemplated hereby during the Term of the EPA. The execution and delivery of this EPA by Seller and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary action required on its part and this EPA has been duly and validly executed and delivered by Seller. For the Term of this EPA Seller agrees that this EPA shall constitute Seller's legal, valid and binding agreement, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

A-14.1.3 Neither the execution and delivery of this EPA by Seller nor the consummation by Seller of the transactions contemplated hereby during

the Term of the EPA will (A) conflict with or result in any breach or violation of any provision of the enabling legislation, bylaws, certificate of formation, LLC agreement, and any other applicable governing or formation documents of Seller, (B) result in a default (or give rise to any right of termination, consent, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, material agreement or other instrument or obligation to which Seller is a party or by which it may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained; or (C) constitute violations of any law, regulation, order, judgment or decree applicable to Seller.

A-14.1.4 Except for the Seller Required Approvals as referenced in Appendix B, which Approvals Seller agrees to obtain in order to satisfy the prerequisites for purchases in Article 15, no consent or approval of, filing with, or notice to, any governmental authority by or for Seller is necessary for the execution and delivery of this EPA by it, or the consummation by it of the transactions contemplated hereby.

A-14.1.5 Seller agrees that during the Term of the EPA, Seller shall comply with any and all filing and notice requirements, conditions or orders made part of, included with or subsequently added to Seller Required Approvals as defined in Appendix B. Seller further agrees, during the Term of the EPA, to fully comply with its organizational and governing documents and determinations of any governmental instrumentality applicable to Seller.

A-14.1.6 If the Facility is located outside of Utility's service territory, Seller agrees, during the Term of the EPA, to satisfy the metering and any other applicable requirements for the Energy and other Products of the Facility to be included in the "ISO-NE Settlement System" (or subsequent system) and in any separate system used to track Products other than Energy so that Utility receives the full benefit of all such Products during the Purchase Period in accordance with the EPA.

A-14.2 Utility hereby represents and warrants to Seller as follows:

A-14.2.1 Utility is a corporation organized and validly existing under the laws of the State of Connecticut.

A-14.2.2 Utility has full corporate power and authority to execute and deliver this EPA, and Utility shall continue to have full power and authority, to perform its obligations hereunder and to consummate the transactions contemplated hereby during the Term of the EPA. The execution and delivery of this EPA by Utility and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action required on its part and this EPA has been duly and validly executed and delivered by Utility. For the Term of this EPA Utility agrees that this EPA shall constitute Utility's legal, valid and binding agreement of Utility, enforceable against Utility in accordance with its respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

A-14.2.3 Subject to any required FERC acceptance and approval of the Interconnection Agreement under the Federal Power Act and FERC's

Rules of Practice and Procedure, neither the execution and delivery of this EPA by Utility, nor the consummation by Utility of the transactions contemplated hereby during the Term of the EPA will (A) conflict with or result in any breach or violation of any provision of the certificate of incorporation or bylaws of Utility, (B) result in a default (or give rise to any right of termination, consent, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, material agreement or other instrument or obligation to which Utility is a party or by which it may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained; or (C) constitute violations of any law, regulation, order, judgment or decree applicable to Utility.

A-14.2.4 Except for any required FERC acceptance and approval of the Interconnection Agreement under the Federal Power Act and FERC's Rules of Practice and Procedure, no consent or approval of, filing with, or notice to, any governmental authority by or for Utility is necessary for the execution and delivery of this EPA by it, or the consummation by it of the transactions contemplated hereby except for the CDPUC final decision referenced in Section A-15.1.6.

A-15 PREREQUISITES FOR PURCHASES

A-15.1 Utility's obligation to begin the purchase of Products from Seller at the rates of payment specified in Appendix C is contingent upon the satisfaction of all the following conditions:

A-15.1.1 Execution of an Interconnection Agreement by the applicable parties and, if required, FERC acceptance and approval of the Interconnection Agreement under Section 205 of the Federal Power Act;

A-15.1.2 Completion of pre-operational testing as set forth in Appendix B;

A-15.1.3 Both the original Scheduled Operation Date and the In-Service Date shall have occurred;

A-15.1.4 Seller has received funding from the Renewable Energy Investment Fund, as required pursuant to C.G.S. §16-244c(j)(2);

A-15.1.5 Utility has received evidence to its reasonable satisfaction that Seller has obtained all permits, licenses, approvals and other governmental authorizations needed to construct and operate the Facility and sell Products to Utility in accordance with this EPA as a Class I Renewable energy source project;

A-15.1.6 Utility has received a final contract approval decision from the CDPUC provided (i) the time for appeals from the CDPUC decision shall have elapsed without an appeal being taken, or (ii) a reviewing court has affirmed the CDPUC final contract approval decision subject to no further appeal;

A-15.1.7 Seller has provided performance assurance that satisfies the requirements of Appendix D and in an amount that is no less than the Assurance Amount, as defined in Appendix D;

A-15.1.8 Execution of an Allocation Agreement ("Allocation Agreement") between Utility and The United Illuminating Company ("UI") applicable to this EPA and receipt from the CDPUC of a final decision approving the Allocation Agreement, provided that (i) the time for appeals from the CDPUC approval decision shall have elapsed without an appeal being taken, or

(ii) a reviewing court has affirmed the approval decision, subject to no further appeal; and

A-15.1.9 Prior to Seller's compliance with the requirements of this Article, and prior to the later of the Scheduled Operation Date or the In-Service Date, and under other circumstances specified in this EPA, Utility shall purchase any electric output of the Facility pursuant to Section 3.4.

A-16 ASSIGNMENT

A-16.1 Except as specified below, the rights and obligations of the Parties to this EPA may not be assigned by either Party, and such assignment shall be void, except upon the express written consent of the other Party, which consent shall not unreasonably be withheld, conditioned, delayed or denied. As a condition of its consent, any person to whom an assignment is made shall be required to demonstrate, to the reasonable satisfaction of the non-assigning Party, that it is capable of fulfilling the assigning Party's obligations hereunder.

A-16.2 Notwithstanding Section A-16.1, Utility shall have the right to assign, without the consent of Seller and without recourse to Utility, all or any part of Utility's interest and obligations hereunder to any regulated affiliated Connecticut electricity distribution company of equivalent or better creditworthiness.

A-16.3 Notwithstanding Section A-16.1, Seller shall have the right to assign, without the consent of Utility, its rights to any payments received under this EPA to any bank, insurance company or similar financial institution providing financing to Seller, provided that no such assignment shall relieve Seller of responsibility or liability for the due performance of this EPA by its assignee. Utility agrees, upon receipt of a written request from Seller, to make all payments otherwise payable to Seller under this EPA to such secured party until Seller or such secured party shall have delivered to Utility a written release and termination of such assignment and Utility may conclusively rely on such notifications.

A-17 TRANSFER OF OWNERSHIP

A-17.1 Seller shall not transfer controlling equity ownership interest of its legal ownership structure(s) or the Facility without prior written approval of Utility, which approval shall not be unreasonably withheld or delayed.

A-18 ELECTRIC SERVICE SUPPLIED BY UTILITY

A-18.1 This EPA does not provide for any electric service by Utility to Seller. If Seller requires any electric services from Utility and is legally entitled to such service from Utility, Seller shall receive such service in accordance with Utility's applicable electric tariffs or, if no currently existing tariff is applicable, by special contract subject to the approval of the CDPUC.

A-19 AUDIT RIGHTS

A-19.1 Utility and Seller shall each have the right throughout the Term and for a period of three (3) years following the end of the Term, upon reasonable prior notice, to audit copies of relevant portions of the books and records of the other Party to the limited extent necessary to verify the basis for any claim by a Party for payment from the other Party or to determine a Party's compliance with the terms of this EPA. The Party requesting the audit shall pay the other Party's reasonable costs allocable to such audit.

A-20 GOVERNMENT ACTIONS

A-20.1 Seller and Utility shall at all times comply with all valid and applicable federal, state and local laws, rules, regulations and orders.

A-20.2 Seller shall obtain and retain any permits, licenses, approvals or other governmental authorizations required for the construction and operation of the Facility and Seller's performance pursuant to this EPA for the Term. Utility shall cooperate with Seller to obtain and retain such permits, licenses, approvals and authorizations to the extent reasonably requested by Seller, but only to the extent the Utility does not incur any unreasonable costs in connection with that cooperation. Either Party (for the purpose of this sentence, "the first Party") shall reimburse the other Party for any losses, damages, claims, penalties or liability incurred as a result of the failure of the first Party to obtain or maintain any governmental authorizations or permits as limited by Section A-12, provided however, that Seller shall reimburse Utility for any losses and damages corresponding to the difference between (i) the pertinent market values of Contract Rate Products for any such Products that Seller would have delivered to Utility (if Seller had obtained or maintained the appropriate governmental authorizations and/or permits) and (ii) the EPA rates set out in Appendix C that would have applied to such Products if delivered to Utility.

A-21 GOVERNING LAW

A-21.1 Interpretation and performance of this EPA shall be in accordance with, and shall be controlled by, (i) the laws of the State of Connecticut other than any conflicts of law provision, the effect of which would be to apply the substantive law of a state other than the State of Connecticut to the governance and construction of this EPA, and (ii) Part II of the Federal Power Act, 16 U.S.C. §§824d et seq.; (iii) Part 35 of Title 18 of the Code of Federal Regulations, 18 C.F.R. §§ 35 et seq.; and (iv) present and future laws and present and future regulations or orders properly issued by local, state, or federal bodies having jurisdiction over the matters set forth herein.

A-21.2 It is the intent of the parties that neither Seller nor Utility shall have the unilateral right to make a filing with FERC under any section of the Federal Power Act, or with the CDPUC, seeking to change the charges or any other terms or conditions set forth in this agreement for any reason. The preceding sentence shall not prevent either party from participating in or initiating any proceeding at FERC concerning a change to the ISO-NE Tariff that impacts the EPA.

A-21.3 It is the intention of the Parties that any authority of the FERC or the CDPUC to change the Agreement be strictly limited to that which applies when the contracting parties have irrevocably waived their right to seek to have the FERC or the CDPUC change any term of this Agreement.

A-21.4 FERC Standard of Review; Certain Covenants and Waivers.

A-21.4.1 The standard of review for changes to any section of this Agreement specifying the pricing or other material economic terms and conditions agreed to by the Parties herein, whether proposed by a Party, a non-party or FERC acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. V. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956)(the "Mobile-Sierra" doctrine).

A-21.4.2 The Parties, for themselves and their successors and assigns, (i) agree that the "public interest" standard of review shall apply to any proposed changes in any other documents, instruments or other agreements executed or entered into by the Parties in connection with this Agreement, including any credit, security, margin, guaranty or other similar arrangement, and (ii) hereby expressly and irrevocably waive any rights they can or may have to the application of any other standard of review, including the "just and reasonable" standard.

A-21.4.3 Notwithstanding the foregoing Subsections 21.4.1 and 21.4.2, to the fullest extent permitted by applicable law, each Party, for itself and its successors and assigns, hereby also expressly and irrevocably waives

any rights it can or may have, now or in the future, whether under §§ 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC, or to support another in obtaining, by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, or support another in obtaining, an order from FERC changing any section of this Agreement specifying the pricing, charges, classifications or other economic terms and conditions agreed to by the Parties. It is the express intent of the Parties that, to the fullest extent permitted by applicable law, the "sanctity of contract" principles acknowledged by FERC in its Notice of Proposed Policy Statement (Issued August 1, 2002) in Docket No. PL02-7-000, Standard of Review for Proposed Changes to Market-Based Rate Contracts for Wholesale Sales of Electric Energy by Public Utilities, shall prevail, notwithstanding any changes in applicable law or markets that may occur. In the event it were to be finally determined that applicable law precludes one or both Parties from waiving its rights to seek changes from FERC to its market-based power sales contracts (including entering into covenants not to do so) then this Section 21.4.3 shall not apply, provided that, consistent with Section 21.4.1, neither Party shall seek any such changes except under the "public interest" standard of review and otherwise as set forth in Section 21.4.1.

A-21.4.4 The Parties agree that in the event that any portion of this Section 21.4 is determined to be invalid, illegal or unenforceable for any reason, the remaining provisions of Section 21.4 shall be unaffected and unimpaired thereby, and shall remain in full force and effect, to the fullest extent permitted by applicable law.

A-22 DISPUTE RESOLUTION

A-22.1 In the event of any dispute between the Parties hereto as to a matter governed by this EPA or as to the interpretation of any part of this EPA, the Parties shall refer the matter to their duly authorized representatives for resolution. Should such representatives of the respective Parties fail to resolve the dispute within ten (10) Business Days from such referral, the Parties agree that any such dispute, except for those disputes which the CDPUC and/or FERC has authority to resolve under applicable law, will not be referred to any court but will be resolved pursuant to the other provisions of this Article. It is the intent of the Parties that, to the extent that the CDPUC and/or FERC has authority to resolve any dispute between the Parties that is related to this EPA, such dispute will be resolved by the CDPUC and/or FERC. If the Parties do not agree as to whether the CDPUC and/or FERC has authority to resolve a particular dispute, either Party may petition the CDPUC and/or FERC to make a determination as to whether it has such authority. Mediation and arbitration proceedings regarding any such dispute shall be stayed pending the CDPUC's and/or FERC's determination as to whether it has authority to resolve the dispute in question. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

A-22.2 **Mediation.** Except in cases where the CDPUC and/or FERC is involved in dispute resolution, if the dispute has not been resolved by negotiation within ten (10) Business Days of referral, the Parties shall endeavor to settle the dispute by mediation under the then current CPR Mediation Procedure. Unless otherwise agreed, the Parties will select a mediator from the CPR Panels of Distinguished Neutrals.

A-22.3 **Arbitration.** Except in cases where the CDPUC and/or FERC is involved in dispute resolution, any dispute arising out of or relating to this EPA, including the breach, termination or validity thereof, which has not been resolved as provided in Sections

A-22.1 and A-22.2 within fifty (50) Business Days of referral, shall be finally resolved by arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration by a sole arbitrator, for disputes involving amounts in the aggregate under three million dollars ($3,000,000), or three arbitrators, for disputes involving amounts in the aggregate equal to or greater than three million dollars ($3,000,000), of whom each Party shall designate one in accordance with the "screened" appointment procedure provided in Rule 5.4; provided, however, that if either Party will not participate in a non-binding procedure, the other may initiate arbitration before expiration of the above period. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of arbitration shall be Hartford, Connecticut. The arbitrator(s) are not empowered to award damages in excess of compensatory damages and each Party expressly waives and foregoes any right to punitive, exemplary or similar damages unless a statute requires that compensatory damages be increased in a specified manner.

A-22.4 The fees and expenses associated with mediation and arbitration, including reasonable attorneys' fees, shall be divided equally between the Parties, unless otherwise agreed or unless the award shall specify a different division of the costs. Each Party shall be responsible for its own costs associated with CDPUC resolution. The Parties may, by written agreement signed by both Parties, alter any time deadline, location(s) for meeting(s), or procedure outlined herein or in the CPR Rules. The procedure specified herein shall be the sole and exclusive procedure for the resolution of disputes arising out of or related to this EPA. To the fullest extent permitted by law, any CDPUC resolution, mediation or arbitration proceeding and the settlement or arbitrator's award shall be maintained in confidence by the Parties.

A-22.5 **WAIVER OF JURY TRIAL.** EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATING TO THIS AGREEMENT.

A-23 SEVERABILITY

A-23.1 The provisions of this EPA are severable. To the extent that any provision hereof is determined to be invalid pursuant to any applicable statute or rule of law, such invalidity shall not affect any other provision hereof, and this EPA shall be interpreted as if such invalid provision were not a part hereof.

A-24 CONTRACT INTERPRETATION

A-24.1 In the event of any dispute concerning the construction or interpretation of this EPA or any ambiguity hereof, there shall be no presumption that this EPA or any provision hereof shall be construed against either Seller or the Utility. In this EPA, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa; the terms "any" and "all" mean "any and all"; the term "includes" or "including" shall mean "including, with limitation,"; reference to a Section, Article or Appendix shall mean a Section, Article or Appendix of this EPA; and the terms "hereof," "herein," 'hereto," and 'hereunder" refer to this EPA as a whole. Reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented and restated through the date as of which such reference is made. In this EPA, any reference to "dollars" or use of a "$" symbol shall mean "U.S. dollars." The words "will", "shall", and "must" are used interchangeably throughtout this EPA; the use of any of these terms connotes a mandatory requirement; and the use of one of them will not mean a different degree of right or obligation for either Party. The captions for the Articles and Sections contained in this EPA have been inserted for convenience only and shall not be deemed to affect

the meaning or construction of any of the covenants, agreements, conditions or terms of this EPA.

A-25 WAIVER

A-25.1 No waiver by either Party of the performance of any obligation under this EPA or with respect to any default or any other matter arising in connection with this EPA shall be deemed a waiver with respect to any subsequent performance, default or matter.

A-26 AMENDMENT

A-26.1 No amendment of all or any part of this EPA shall be valid unless it is reduced to writing and signed by both Parties and, in the case of a material amendment, approved by the CDPUC.

A-27 COMPLETE AND FULL AGREEMENT

A-27.1 This EPA and the Interconnection Agreement set forth the entire agreement of the Parties with respect to the subject matter herein, and take precedence over all prior understandings between the Parties, and bind and inure to the benefit of the Parties, their successors and assigns.

A-28 COUNTERPARTS

A-28.1 Any number of counterparts of this EPA may be executed and each shall have the same force and effect as the original.

APPENDIX B
DESCRIPTION OF FACILITY

"Seller Required Approvals" shall mean:

1. FERC market-based rate authorization for Seller to sell Products in accordance with the EPA.

2. All other approvals of governmental authorities necessary for Seller to site, construct and operate the Facility and deliver Products to Utility in accordance with the EPA.

Description of the Facility, including Delivery Point. See Attachment 1 to this Appendix B for the Description of the Facility. The Delivery Point is to be a new PTF facility on the Campville – Frost Bridge 115 kV line No. 1191 or Carmel Hill 115 kV line No. 1238 near Frost Bridge or at a point designated by Utility in consultation with ISO-NE. ISO-NE node identification has not yet been assigned.

Criteria for Declaring that the In-Service Date has occurred.

The GDI Renewable Power – Watertown, LLC facility will be deemed to have been placed In Service for purposes of this EPA when the Seller formally accepts the Engineering Procurement and Construction ("EPC") contractor's declaration of Substantial Completion and care, custody and control passes from the EPC contractor to the Seller. In order to declare that Substantial Completion has occurred, the EPC contractor must demonstrate to the satisfaction of the Seller, its lender(s) and the lender's independent engineer that the facility is capable of producing at least 95% of its design capacity and that it is capable of operating at less than 105% of its design heat input for an acceptable period of time.

Seller's written representations or documentation otherwise submitted to Utility by Seller or its agents prior to execution hereof in accordance with regulatory requirements upon which Utility has relied to enter into EPA, per Section A-14.1.1.

APPENDIX B
DESCRIPTION OF FACILITY

GDI Renewable Power – Watertown, LLC
Low Emission Advanced Biomass Conversion Technology

INTRODUCTION

The GRPW project will use Low Emission Advanced Biomass Conversion Technology to produce electrical power. This facility, based upon fluidized bed combustion technology, a steam turbine generator, and a steam condensing system will use clean wood waste to produce up to 30 MW of electricity based upon NEPOOL Summer Rating standards. A portion of the plant's capability will be used to satisfy internal loads such as fuel handling systems, ID and FD fans, feed pumps, and the condenser fans.

TECHNOLOGY

Fluidized Bed Technology

This advanced technology biomass conversion facility will utilize the fluidized bed combustion process in which fuel (wood chips), sand and limestone are injected into the combustor. A stream of air passes upward through the bed of free-flowing wood chips and sand materials. The air velocities in the combustor are high enough that the solid particles are widely separated and circulate freely, creating a "fluidized-bed" that looks like a boiling liquid and has the physical properties of a fluid. Additional combustion air is admitted above the bottom of the furnace as secondary air. Combustion takes place in the bed between 1400° F and 1600° F. The fine particles and volatile materials that escape the bed are burned in the freeboard area above the bed. This process provides longer residence time for carbon and limestone utilization, results in extremely thorough combustion, and provides very efficient heat transfer to the furnace walls superheater tubes. The controlling parameters in the fluidized bed combustion process are temperature, residence time, bed composition and turbulence.

Fluidized bed technology provides the capability to combust a wide range of fuels with varying moisture content while producing lower emissions than conventional stoker fired boilers. The combustion temperature (1400F to 1600F) of a bubbling bed (BFB) or circulating bed (CFB) combustion system is much lower than a conventional power boiler (2450 – 2700 F). This results in lower NO_x formation and the ability to capture SO_2 with limestone injection in the furnace. Even though the combustion temperature of a BFB or CFB is low, the fuel residence time is higher which results in good combustion efficiencies. In a fluidized bed boiler, with its need for introduction of solids to maintain

bed inventory, it is easy to introduce a sorbent solid, such as limestone or dolomite, to control SO_2 emissions without the need for back-end sulfur removal equipment. The lower fluidized bed temperatures help to optimize the limestone sulfur reactions. Fluidized bed boilers release very low levels of SO_2 and NO_x.

Steam Turbine Generator

The 250,000 pph of 950 °F, 1500 psia steam produced in the fluidized bed combustion system will be used to power a conventional steam turbine generator capable of producing approximately 30 MW of electrical energy. A portion of the plant output will be used to satisfy internal plant loads and the balance will be exported to the regional power grid through a new 115 kv interconnection.

Heat Rejection System

Once the energy has been extracted from the steam by the turbine generator, the steam must be condensed back to hot water so that it can be recirculated to the boiler to be reheated. A steam condenser cools the steam and produces water by passing a large volume of water or air across tubes containing low pressure steam.

Fuel Handling

Fuel (clean wood chips) will be delivered to the plant in processed form by tractor trailers. Each truck will be weighed, sampled for quality, and emptied via one of the truck dumpers into the receiving hopper. From there fuel will either be conveyed to the fuel storage building or piled for outside storage. There will be a small capacity fuel hog (chipper) included in the fuel handling system to accommodate the reprocessing of oversized chips. Fuel receiving and delivery systems are sized to ensure that unloading operations can be performed on a six day per week basis during daytime (7:00 am – 7:00 pm) operating hours. This is done to minimize nighttime traffic and noise.

A fuel storage building will keep rain and snow off the fuel and allow the plant operator to blend fuels before combustion to achieve more uniform moisture content and improved combustion control. By incorporating an outdoor storage yard into the plant design, the operator can accommodate seasonal fluctuations in fuel supply and maintain a reserve capacity for periods of inclement weather or anticipated heavy demand.

From either the fuel building or the yard, fuel is delivered to the metering hopper and then fed into the combustor as required to maintain firing conditions.

Ash Handling

Fly ash is collected in the cyclones, and electrostatic precipitators or bag houses (depending upon air permit requirements) and from there it is placed in sealed containers for transport off site. Because of the inherent combustion efficiency of a fluidized bed combustor and the relatively low proportion of non-combustible materials in clean wood fuel, the ash production from the facility will be very low, approximately 1-2% ash. The bottom ash that is extracted from the combustor consists primarily of spent

bed material (sand). Bottom ash will also be collected in sealed containers for transport off site.

Air Quality Control

The low combustion temperature inherent in fluidized bed combustion results in a low level of NOx production. As part of the project permitting, NOx emission standards will be established. The project will include either a selective non-catalyst reaction ("SNCR") or a Selective Catalyst Reaction SCR system as determined by the permitting process. A SNCR system injects urea or other form of ammonia into the combustion gas path. The ammonia reacts with the NOx to form nitrogen and water. A SCR employs the same chemical process but does so in the presence of a ceramic catalyst. Either technology will allow the GRPW facility to achieve the 0.075 lb/mmBtu NOx emission standard established for Connecticut Class I renewable technology.

A secondary means of particulate matter control will be required to meet EPA and Connecticut DEP air quality regulations. This level of control will be achieved using bag house filters or electrostatic precipitators. The appropriate method of control for the GRPW project will be determined during the detailed design phase of the project and will reflect permit requirements.

Fugitive dust control will be achieved through the use of covered or enclosed conveyors, an enclosed fuel storage building and good fuel management practices.

Water Supply/Treatment and Disposal

The water that the plant will require can be supplied from the Watertown municipal water system. Municipal water mains currently exist 2200 feet west of the GRPW Echo Lake Road site and the Watertown Public Works director indicates that sufficient pressure and capacity is available. Fire protection water will be supplied from the same system.

Septic waste and process wastewater will be discharged to the Watertown sewer system main located along Echo Lake Road. Storm water runoff will be discharged to Turkey Brook in accordance with an approved storm water discharge plan. The plan will include equipment to prevent wood fuel and spilled oil or chemicals being discharged to Turkey Brook and will incorporate an onsite detention structure to control discharge rates during storm events.

Controls and Instrumentation

The plant is being designed for the maximum safe level of automation and will be equipped with a distributed control systems ("DCS"). This system allows the plant operator to monitor and control virtually all plant and fuel yard systems from the station in the control room. Built in redundancy and fail safe procedures are essential to the safe and efficient operation of the facility.

Substation and Electrical Interconnection

The steam turbine generator will produce power at 13,800 V. A 13.8 kv to 115 kv step up transformer and substation will be provided along with all of the metering and protection equipment required to meet CL&P and ISO-NE interconnection requirements.

Plant Buildings and Structures

The fluidized bed combustor, steam turbine generator, water treatment, ash handling, and related systems as well as the control room and offices for the operations and maintenance personnel will be incorporated into a single building. The primary fuel storage and reprocessing facilities will be housed in separate structures and a maintenance building will be provided for plant and wood-yard equipment.

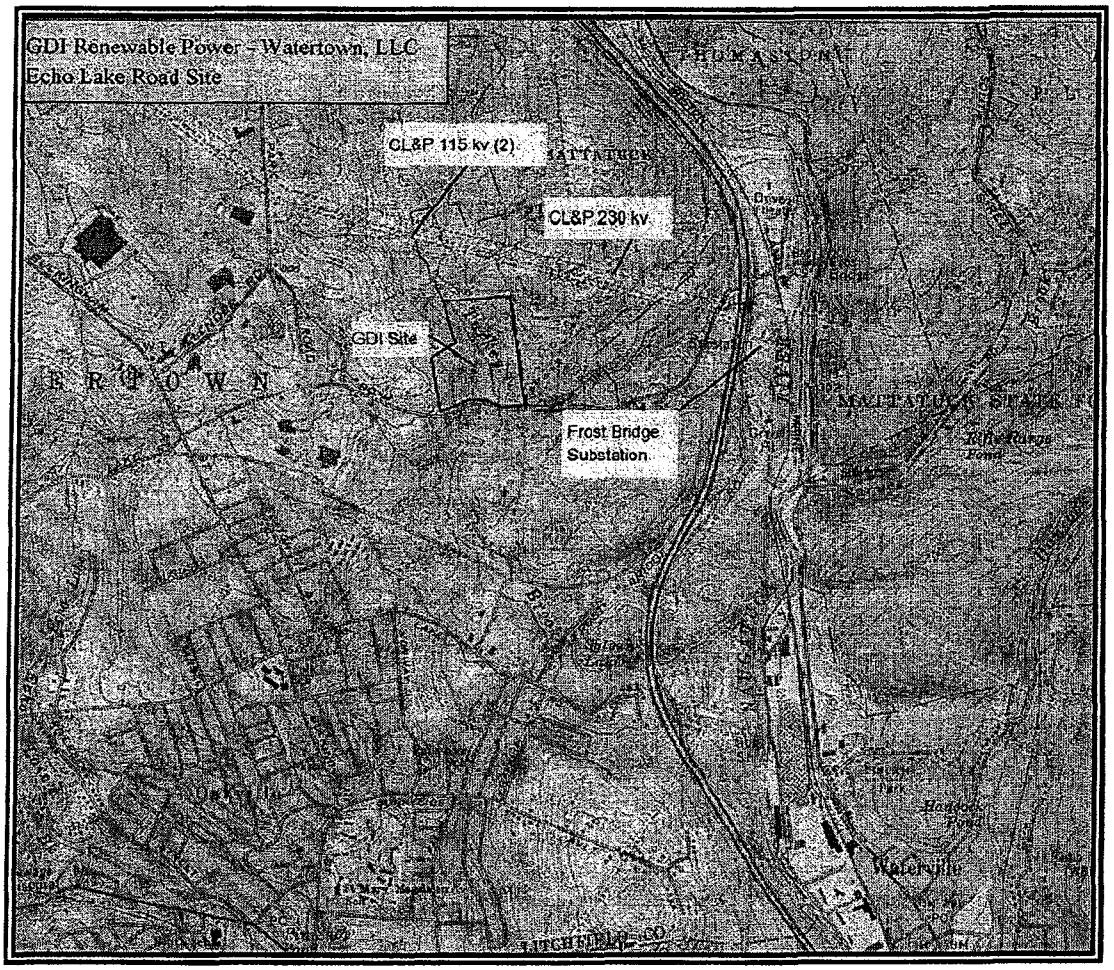
Site Work

The Echo Lake Road site is more than adequate for the project In fact; the project will only occupy half of the 33 acre site. The project engineers have prepared a site layout to demonstrate the adequacy of the site to accommodate the facility. This site layout takes advantage of the natural site grade and will be adjusted during the project permitting process to accommodate input from regulatory agencies.

ECHO LAKE SITE

A 33 acre site off Echo Lake Road in Watertown, CT has been selected for the GRPW project.

Project Location



Zoning

The Zoning Regulations for Watertown, Connecticut classify the project site as General Industrial IG-80. The purpose of the IG-80 district is "to accommodate basic industrial uses and heavy commercial operations incompatable with residential environments and is intended to be less restrictive than the Restricted Industrial Districts." While it is recognized that the project will be subject to the Connecticut Siting Council review process, it is significant to note that the installation of "public utility buildings and facilities" is permitted subject to Site Plan approval in accordance with the zoning regulations. This fact reflects the community's concept of appropriate land use in the designated area.

Traffic

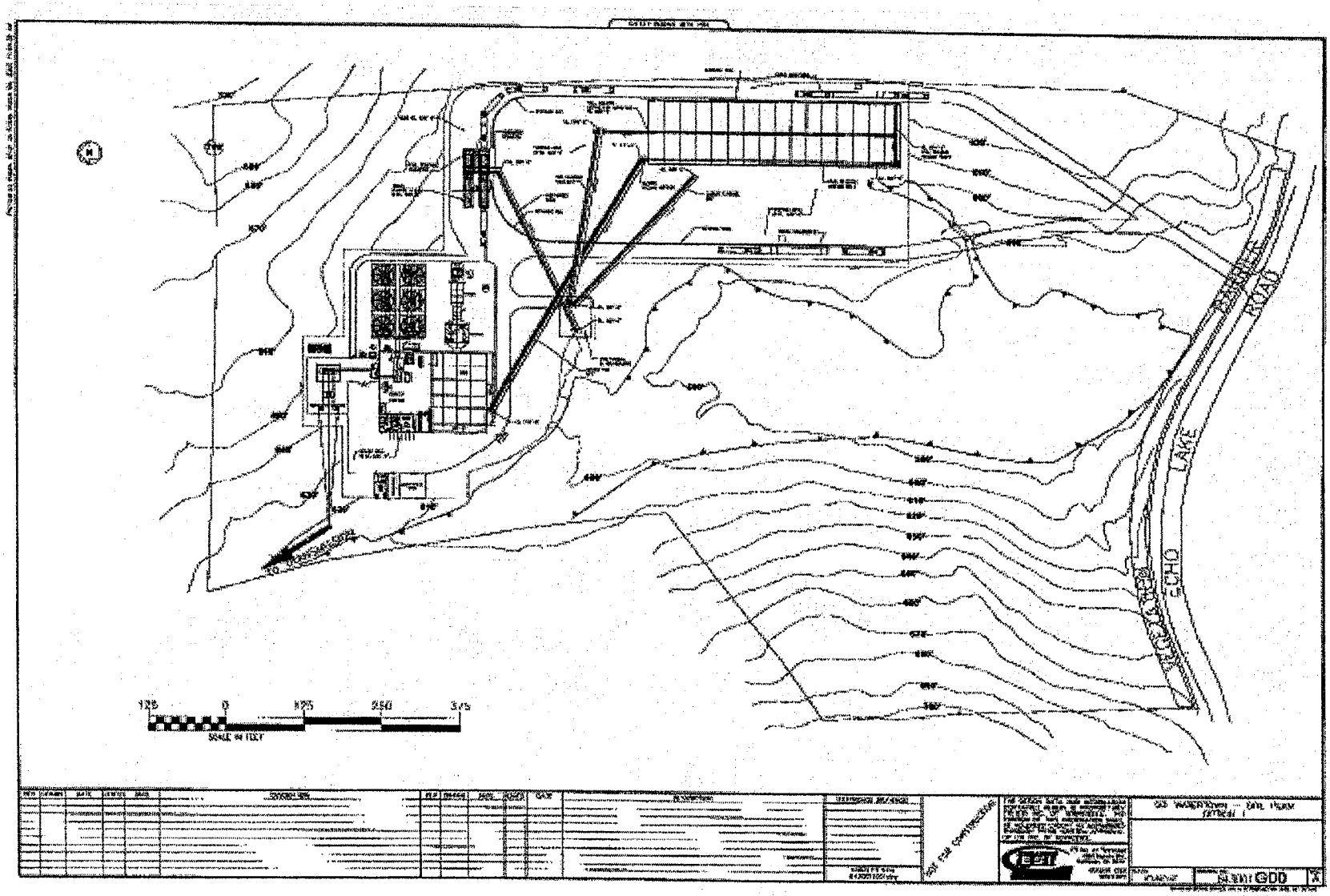
The Echo Lake Road site is approximately one mile from exit 37 off Route 8. The neighboring uses include the CRRA regional waste transfer facility, UPS and Federal Express terminals, several scrap yards, and other metal manufacturing facilities. There are no residences located along Echo Lake Road between Route 8 and the GRPW site. Residential and commercial traffic generally passes from Route 8 to Watertown along

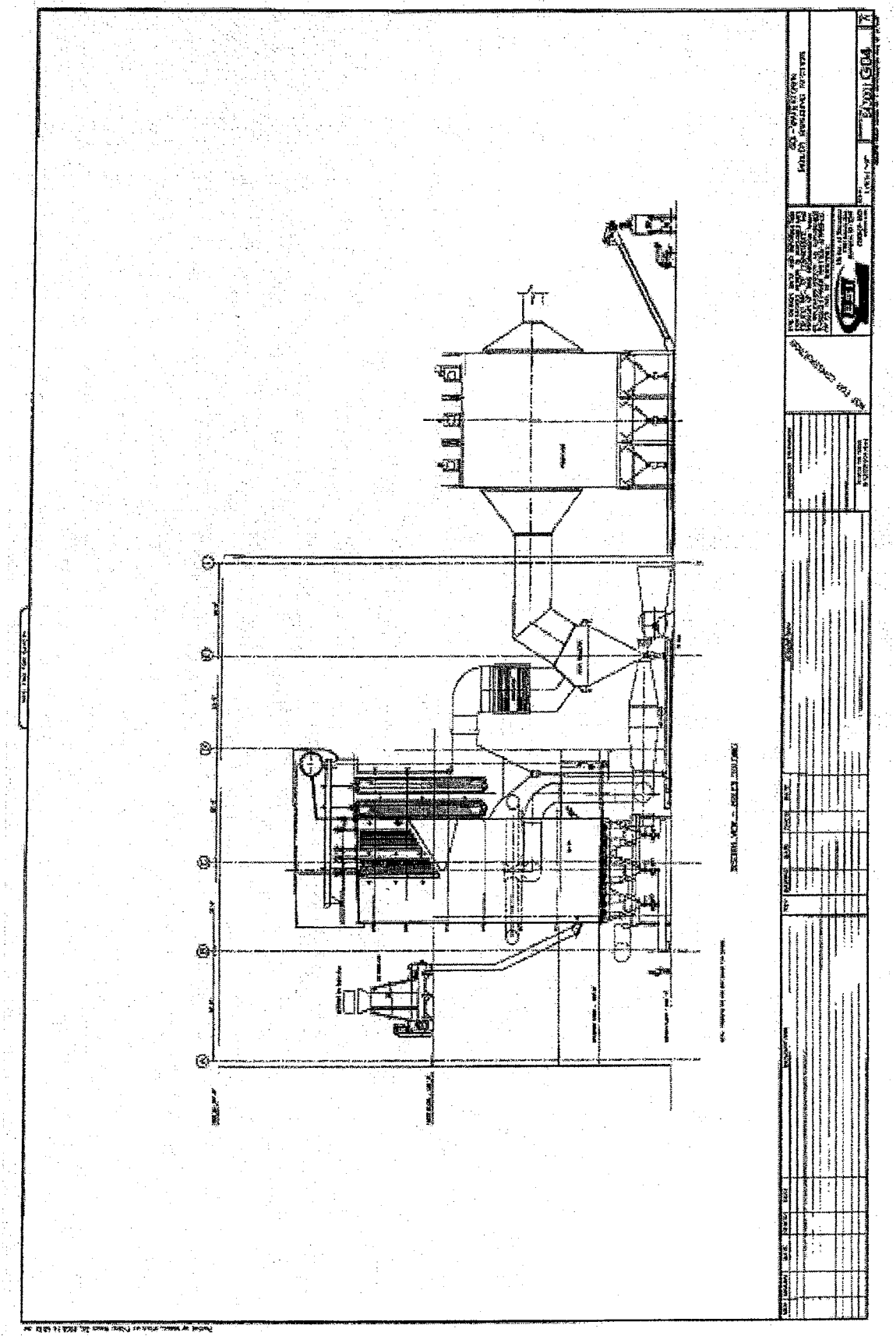
Route 262 which runs parallel to and about a mile south of Echo Lake Road, thus bypassing the GRPW site. A detailed traffic study will be prepared as part of the project's Siting Council Application but our review indicates that traffic impacts should be minimal.

SITE LAYOUT

The project site has been laid out to make maximum use of the eastern portion of the 33 acre site, while minimizing impacts upon Turkey Brook and its associated wetlands that occupy the south central portion of the property. The detailed project design will include runoff control features to prevent contamination of the brook and storm water detention impoundments to prevent downstream storm concentrations.

The preliminary site layout and plant general arrangement drawings are included in the following pages.


LAKE
ROAD



APPENDIX C
PRICING

Market Clearing Price Plus a Fixed Renewable Adder

This Appendix C provides the combined pricing for Delivered Products, i.e., both Contract Rate Products and Additional Products.

Except as otherwise provided in this EPA, commencing upon the satisfaction of the requirements of Section A-15, payments for Delivered Products shall be as follows:

- Market Clearing Price - For Energy that is offered and cleared on behalf of the Facility in the ISO-NE Day-Ahead Energy market, Utility shall pay Seller the applicable hourly Day-Ahead LMP multiplied by the amount of bid and cleared Energy in each corresponding hour. For any "actual generation excess," i.e., the amount of actual generation that is in excess of the amount that cleared in the Day-Ahead market, Utility shall pay the applicable hourly Real-Time LMP multiplied by the actual generation excess in each corresponding hour. For any "generation shortfall," i.e., the amount by which actual generation is less than the amount that cleared in the Day-Ahead market, Seller shall pay Utility the applicable hourly Real-Time LMP multiplied by the generation shortfall in each corresponding hour. Payments owed by Seller may be collected by Utility via a reduction of Utility's payments to the Seller or directly invoiced to Seller. If ISO-NE rules for bidding and scheduling and associated settlement change, payment will be made in accordance with the rules in effect for the period to which such payment applies.

- Fixed Renewable Adder - The Fixed Renewable Adder payment shall be the actual hour by hour Energy generation of the Facility up to the hourly maximum stated in Section 3.5 multiplied by the Fixed Renewable Adder of 4.5 cents/kWh. Beginning with the thirteenth month of the Term and throughout the remainder of the Term, if the average LMP in the Day-Ahead energy market at the Delivery Point for any month is less than the average LMP in the Day-Ahead energy market at the Delivery Point for the preceding 12-month period, the Fixed Renewable Adder for that month shall be increased by the difference between such average LMPs; *provided however*, that the Fixed Renewable Adder for any period shall not exceed 5.5 cents/kWh. There will be no adjustment to the Fixed Renewable Adder in the first twelve months of the Term of this EPA.

The sum of the amounts calculated under Market Clearing Price and the amounts calculated under Fixed Renewable Adder shall be full payment for all Delivered Products received under this EPA.

(NOTE: Seller does not bid the Market Clearing Price, but rather agrees to accept the hour by hour price as determined by ISO-NE.)

APPENDIX D
PERFORMANCE ASSURANCE

D-1.1 Purpose of Performance Assurance. In order to help ensure that Utility and its customers will continue to enjoy any economic benefits that may accrue under this EPA over its term, including any benefits that may result from future market fluctuations whereby the cost of the Products delivered under this EPA is less than the then-current market value of such Delivered Products, Utility requires that Seller provide performance assurance in the amount and the form described below as security for Seller's continuing performance of its contractual obligations pursuant to the terms and conditions of this EPA. The Parties acknowledge that this EPA requires Seller to construct, operate and maintain the Facility in accordance with Good Industry Practices and in compliance with the Interconnection Agreement. The Parties further acknowledge that Seller shall operate the Facility whenever possible, in accordance with the terms of this EPA including Good Industry Practices and subject to the provisions of the Interconnection Agreement. Therefore, the Parties agree that a cessation or suspension of Seller's operation of the Facility as the result of economic factors (such as a change in market price of Delivered Products or in Seller's cost of operating and/or maintaining the Facility) or financial factors (such as an impairment of Seller's financial condition, including its insolvency, voluntary or involuntary petition for bankruptcy, appointment of a receiver or trustee for its assets) would constitute a breach of Seller's obligation to operate the Facility in accordance with this EPA and Good Industry Practices. Such breach by Seller would entitle Utility to draw on or otherwise call on any and all performance assurance, as provided under Section 1.4 below.

D-1.2. Amount of Performance Assurance. Seller's required dollar amount of performance assurance shall represent two and one-half percent (2.5%) of the installed cost of the Facility (the "Assurance Amount"). No later than 30 (thirty) days prior to the commencement of Utility's purchases under this EPA, Seller shall provide to Utility satisfactory documentary evidence demonstrating the total installed cost of the Facility. Installed cost of the Facility shall include all costs of: (1) Obtaining rights to locate and operate the Facility on the Site (including cost of acquiring property rights for the Site, environmental and local permitting costs, zoning variance costs and associated legal and real estate costs), (2) Site development costs, (3) Engineering, architectural and any other design and planning costs associated with design or construction of the Facility, (4) Equipment, materials and supplies that were installed in or consumed in the development or construction of the Facility, (5) Cost to construct and or install Facility or any components thereof, and (6) Any and all other costs that are included in Seller's undepreciated "original" cost value of the Site and/or Facility on its balance sheet. Any dispute between the Parties as to Assurance Amount or the calculation thereof under this Section D-1.2 shall be resolved pursuant to Section A-22.

D-1.3. Form of Performance Assurance. No less than ten (10) days prior to commencement of Utility's purchases of Contract Rate Products from Seller at the rates of payment specified in Appendix C of this EPA, Seller shall deliver to Utility, at Seller's sole cost and expense one of the following forms of performance assurance, the choice of which form is at the Seller's sole discretion:

(a) a surety bond (the "Bond") in form and substance acceptable to Utility in its sole discretion, issued by a surety (the "Bond Issuer") that is acceptable to Utility in its sole discretion, having a stated amount no less than the Assurance Amount. The Bond shall bind the Bond Issuer to performance of this EPA, in accordance with its terms, should Seller breach any of its obligations thereunder. The Bond shall remain in full force and effect until the ninety first (91st) day after the expiration of the term of this EPA, subject in all cases to any claims with respect thereto asserted by Utility (or its designated agent) before such ninety first day; or

(b) a letter of credit (the "*Letter of Credit*") in the form of Attachment D-1 attached hereto and otherwise acceptable to Utility in its sole discretion, issued to Utility by a financial institution acceptable to Utility in its sole discretion with offices in the U.S., and with offices (for drawing purposes) in New York, New York, in an amount that is no less than the Assurance Amount for the period commencing on the date that Utility's purchases of Contract Rate Products at the EPA-specified payment rates commence and ending on the ninety first (91st) day after the expiration date of the term of this EPA, *provided* that if Seller cannot procure the Letter of Credit for such full term on commercially reasonable terms, then Seller may provide such a Letter of Credit having:

(i) a term of not less than one (1) year, and

(ii) an evergreen clause acceptable to Utility in its sole discretion,

in which case Utility shall be entitled to draw on the Letter of Credit (or any replacement or other successor thereto) if Seller or the issuing financial institution, as the case may be, fails to extend the effectiveness of the Letter of Credit (or replace the Letter of Credit with another Letter of Credit that complies with this paragraph (a)) within sixty (60) days before its then stated expiration date; or

(c) another form of security acceptable to Utility in its sole discretion, executed and delivered by, on behalf of, or for the benefit of Seller in an amount that is no less than the Assurance Amount. Such security shall remain in full force and effect until the ninety first (91st) day after the expiration of the term of this EPA, subject in all cases to any claims with respect thereto asserted by Utility (or its designated agent) before such ninety first day .

D-1.4. Application of Performance Assurance. If Seller defaults on or breaches its obligations under this EPA, then Utility may draw on any Letter of Credit or demand that the Bond Issuer perform its obligations under the Bond or otherwise call on any performance assurance provided under this Appendix D, to protect itself against damages or losses that may result from such default or breach. The Parties specifically recognize that use of performance assurance pursuant to this Agreement shall not limit any legal or equitable right, action or remedy that would otherwise have been available to Utility. Any dispute between the Parties concerning the requirements of this Appendix D, except as otherwise specifically provided herein, shall be subject to resolution by the CDPUC.

Attachment D-1
Form of Letter of Credit

[DATE]

TO: **[The Connecticut Light and Power Company**
107 Selden Street
Berlin, Connecticut 06037 U.S.A. OR

_____
_____]

RE: OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO._____
IN THE AMOUNT OF _____UNITED STATES DOLLARS.

GENTLEMEN:

WE HEREBY OPEN OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER _____ IN FAVOR OF **THE CONNECTICUT LIGHT AND POWER COMPANY**, BY ORDER AND FOR ACCOUNT OF [_____] ("PLEDGOR"), HAVING AN OFFICE AT [_____], [_____], AVAILABLE AT SIGHT, FOR AN AMOUNT OF US _____ **[AMOUNT SPELLED OUT AND XX/100 U.S. DOLLARS]** AGAINST PRESENTATION OF THE FOLLOWING DOCUMENT:

STATEMENT SIGNED BY A PERSON PURPORTED TO BE AN AUTHORIZED REPRESENTATIVE OF **THE CONNECTICUT LIGHT AND POWER COMPANY** STATING THAT: "[_____] ("PLEDGOR") IS IN DEFAULT UNDER THE ELECTRICITY PURCHASE AGREEMENT BETWEEN **THE CONNECTICUT LIGHT AND POWER COMPANY** AND PLEDGOR DATED [_____], 2006 OR UNDER ANY TRANSACTION CONTEMPLATED THEREBY (WHETHER BY OCCURRENCE OF A "DEFAULT", "EVENT OF DEFAULT" OR SIMILAR TERM AS DEFINED IN SUCH AGREEMENT BETWEEN **THE CONNECTICUT LIGHT AND POWER COMPANY** AND PLEDGOR OR OTHERWISE) AND DAMAGES HAVE BEEN INCURRED. THE AMOUNT DUE TO **THE CONNECTICUT LIGHT AND POWER COMPANY** IS U.S.$_____."

SPECIAL CONDITIONS:

- ALL COSTS AND BANKING CHARGES PERTAINING TO THIS LETTER OF CREDIT ARE FOR THE ACCOUNT OF PLEDGOR.

- PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED.

- FACSIMILE, TELEX OR TELEFAX OF THE STATEMENT IS ACCEPTABLE.

THIS LETTER OF CREDIT EXPIRES ON [_____], AT OUR COUNTERS.

WE HEREBY ENGAGE WITH **THE CONNECTICUT LIGHT AND POWER COMPANY** THAT UPON PRESENTATION OF A STATEMENT AS SPECIFIED UNDER AND IN

COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT, THIS LETTER OF CREDIT WILL BE DULY HONORED IN THE AMOUNT STATED IN SUCH STATEMENT. IF A STATEMENT IS SO PRESENTED BY 11:00 AM PREVAILING TIME, WE WILL HONOR THE SAME IN FULL IN IMMEDIATELY AVAILABLE FUNDS ON THAT DAY AND, IF SO PRESENTED AFTER 11:00 AM PREVAILING TIME, WE WILL HONOR THE SAME IN FULL IN IMMEDIATELY AVAILABLE FUNDS BY NOON ON THE FOLLOWING BANKING DAY.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT IS DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFY YOU BY REGISTERED MAIL RETURN RECEIPT REQUESTED OR COURIER (WITH DELIVERY CONFIRMED IN WRITING) THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

WE AGREE THAT IF THIS LETTER OF CREDIT WOULD OTHERWISE EXPIRE DURING, OR WITHIN THIRTY (30) DAYS AFTER, AN INTERRUPTION OF OUR BUSINESS CAUSED BY AN ACT OF GOD, RIOT, CIVIL COMMOTION, INSURRECTION, WAR OR ANY OTHER CAUSE BEYOND OUR CONTROL OR BY ANY STRIKE OR LOCKOUT, THEN THIS LETTER OF CREDIT SHALL EXPIRE ON THE 30TH DAY FOLLOWING THE DAY ON WHICH WE RESUME OUR BUSINESS AFTER THE CAUSE OF SUCH INTERRUPTION HAS BEEN REMOVED OR ELIMINATED AND ANY DRAWING ON THIS LETTER OF CREDIT THAT COULD PROPERLY HAVE BEEN MADE BUT FOR SUCH INTERRUPTION SHALL BE PERMITTED DURING SUCH EXTENDED PERIOD.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 500 (THE "UCP"), EXCEPT TO THE EXTENT THAT THE TERMS HEREOF ARE INCONSISTENT WITH THE PROVISIONS OF THE UCP, INCLUDING BUT NOT LIMITED TO ARTICLES 13(B) AND 17 OF THE UCP, IN WHICH CASE THE TERMS OF THIS LETTER OF CREDIT SHALL GOVERN.

[NAME OF BANK]

_____

AUTHORIZED SIGNATURE(S)

APPENDIX E

CAPACITY BIDDING REQUIREMENTS

This Appendix provides the bidding requirements that are applicable for bidding the Facility's Capacity into the ISO-NE market, provided that: (i) Seller is responsible for bidding the Facility's Capacity into the ISO-NE market, and (ii) the Forward Capacity Market ("FCM") that is implemented and in effect at the time of such bidding is substantively equivalent to that proposed in the March 6, 2006 Forward Capacity Market Settlement Agreement filing with the Federal Energy Regulatory Commission in Devon Power LLC, et al., Docket Nos. ER03-563-000, -030, and -055 ("LICAP Settlement"). Capitalized terms used in this Appendix E are either as defined elsewhere in this EPA or as defined in the LICAP Settlement or in (i) any successor agreements thereto approved by FERC, and (ii) any terms, provisions and conditions in the ISO-NE Tariff or other applicable ISO-NE Document that interpret, implement, clarify, settle, amend or expand upon the terms of said Settlement.

E-1 Seller will file on a timely basis any materials required by ISO-NE to have the entire Capacity of the Facility qualify for the first Forward Capacity Auction ("FCA") as Existing Capacity as defined in Section 11.II.D.1 of the LICAP Settlement. Seller shall bear its costs of qualifying with ISO-NE. Seller shall not offer De-List or Permanent De-List bids or Export Bids based on the Facility's Capacity in the first FCA. If the Facility is not eligible for the first FCA, Seller must qualify Facility as New Capacity per FCM rules and offer the Capacity in the first subsequent FCA for which the Facility is eligible for a term of five years.

E-2 The Seller cannot offer De-List or Permanent De-List bids or Export Bids based on the Facility's Capacity in any subsequent FCAs during the Term. As such, the entire Facility must be listed as a qualified capacity resource and is required to participate in all subsequent FCAs over the entire Term.

E-3 If for any reason Seller receives any capacity payments, credits, or other compensation (collectively, "compensation") for the provision or sale of Capacity and/or other Product(s) that constitute Delivered Product(s) pursuant to Section 3.5, Seller acknowledges and agrees that it shall not hold or claim to hold equitable title to (i) any such Capacity and/or other Product(s) or (ii) any compensation associated therewith; and Seller shall pay to Utility all compensation in respect of such Capacity and/or other Product(s) applicable to the Purchase Period within thirty (30) days.

For Capacity and/or other Product(s) that are not applicable to the Purchase Period, if for any reason Utility receives any compensation for the provision or sale of such Capacity and/or other Product(s), Utility acknowledges and agrees that it shall not hold or claim to hold equitable title to (i) any such Capacity and/or other Product(s) or (ii) any payments associated therewith; and Utility shall pay to Seller such compensation within thirty (30) days.

E-4 Seller acknowledges and agrees that it shall be responsible for all costs, charges or adjustments related to or associated with the provision or sale of Capacity imposed on or paid by Utility. These costs, charges or adjustments shall include, but are not limited to, the availability penalty discussed in Section 11.V.C. of the LICAP Settlement, or in any ISO-NE Document, and the Peak Energy Rent as discussed in Section 11.V.B. of the LICAP Settlement, or in any ISO-NE Document. Such costs, charges or adjustments shall not include Utility's own administrative costs. Seller shall reimburse Utility for any costs, charges or adjustments paid by Utility in respect of such Capacity.

E-5 If Utility determines that the FCM as implemented and in effect for any FCA is substantively different from the FCM proposed to FERC on March 6, 2006 in the LICAP Settlement, Utility may either cancel this Appendix E or propose modifications to it, subject to approval of the CDPUC.

Exhibit 11

ISO new england

QDN Packing Slip

Contact Name	*Project - Asset ID*	*Notification Type*
Abigail Krich		
	2060	Qualified New Generating Capacity Resource
	2060	Accepted Offer < 0.75 CONE

Total Letters 2

ISO new england

Stephen J. Rourke
Vice President, System Planning

October 2, 2007

Ms. Abigail Krich
Watertown Renewable Power, LLC
35 Pratt Street, Suite 101
Essex, CT 06426

Re: Qualification Determination for the Watertown Biomass project for the first Forward Capacity Auction (Project ID 2060 – Heat Ticket 124042) and Notice of Incremental Financial Assurance Obligation

Dear Ms. Krich:

Pursuant to Section III.13.1.1.2.8 of the ISO New England Transmission, Markets and Services Tariff (the "Tariff"), ISO New England ("the ISO") provides Watertown Renewable Power, LLC (the "Project Sponsor") with the following qualification determination notification for the Watertown Biomass generation project. As discussed in the following sections, the ISO has determined that the Watertown Biomass project ("the project") is qualified to participate in the first Forward Capacity Auction which is scheduled to be held in February 2008. The determinations contained in this notification are applicable only for the Forward Capacity Auction to be held in February 2008 for the Capacity Commitment Period beginning June 1, 2010.

The proposed Watertown Biomass project has been qualified to participate in the Forward Capacity Auction to be held in February 2008 with the following characteristics:

Summer Qualified Capacity	29.0 MW
Winter Qualified Capacity	30.0 MW
Economic Minimum Limit	14.0 MW
Customer ID	50930
Customer Name	Watertown Renewable Power, LLC.
Project ID	2060
Asset ID	12532
Load Zone	Connecticut
Expected Commercial Operation Date	5/3/2010
Generation Type	Non-Intermittent
Auction Treatment	New
Rationing Election	Yes
Rationing Minimum Indication	14.0MW

Offer below 0.75 times CONE	Offer below 0.75 times CONE submitted – Results of the Internal Market Monitor Unit's review of this offer are provided in a separate attached letter
Capacity Commitment Period Election	5 Capacity Commitment Periods
Financial Assurance Requirement	$58,000

In order to participate in the first Forward Capacity Auction, pursuant to Tariff Section III.13.1.9, and consistent with the terms of the applicable ISO Financial Assurance Policy, together with the cure provisions therein, you must satisfy your total Financial Assurance Obligation to the ISO inclusive of the amount listed above on or before October 17th. Instructions regarding the submittal of Financial Assurance are included in this letter. **This letter will serve as your notice of incremental Financial Assurance obligation resulting from the Qualification Determination of this project for participation in the Forward Capacity Auction scheduled to be held in February 2008.** If the Project Sponsor does not wish to satisfy this incremental Financial Assurance requirement then in order to avoid being in default of ISO New England's Financial Assurance Policy the Project Sponsor must provide written notification of withdrawal to the ISO pursuant to Tariff Section III.13.1.1.2. Such written notification of withdrawal must be received by the ISO no later than October 12, 2007.

Financial Assurance obligation submittal instructions for cash are as follows. Payments should be wired to:

To:	PNC Bank, Philadelphia
ABA#:	031 000 053
CR AC:	8529992181
Account Name:	Mutual Fund Service
OBI:	Provide Customer Name and BlackRock Account Number*

Additional instructions **required** to deposit funds can be found at :
http://www.iso-ne.com/stlmnts/assur_crdt/coll_docs/blkrck/br_app/br_deposit_withdraw_inst.doc

Please note that Provisional Members are required to post their financial assurance requirement in the form of a cash deposit. A letter of credit is not an option.

If satisfying this incremental Financial Assurance requirement by Letter of Credit (LOC), please send the completed LOC in the correct form by the due date above to the following address:

ISO New England
One Sullivan Road
Holyoke, MA 01040
Attn: Credit Department
Fax #: 413-535-4024

The link to the template form of LOC is as follows:
http://www.iso-ne.com/stlmnts/assur_crdt/coll_docs/iso_docs/loc/LOC_template.doc

This project is proposed to be located in Litchfield County, Watertown, Connecticut on a 33 acre site. The project consists of a biomass fired boiler coupled with a 35 MW steam turbine through a single GSU transformer. The primary fuel is biomass that consists of clean waste wood. The total proposed

nameplate output is 34 MW and the requested Summer Qualification Capacity for the project was 29.0 MW and the requested Winter Qualified Capacity for the project was 30.0 MW.

Initial Interconnection Analysis

1. Direct Connect

Pursuant to Tariff Section III.13.1.1.2.3(a), and in accordance with ISO-NE Planning Procedure 10 – Planning Procedure to Support the Forward Capacity Market (PP-10), Section 5.4, the ISO reviewed the feasibility of connecting the proposed resource to the proposed interconnection point.

With regard to the interconnection point, the project has filed an Interconnection Request and requested a Feasibility Study. The project is located less than 1,000 feet from the Frost Bridge 115 kV substation and the interconnection point with either the CL&P 115 kV Frost Bridge to Carmel 1238 or Frost Bridge to Campville 1191 transmission lines. A three breaker ring bus will be constructed at the project site. Two potential routes to the interconnection point, one over state property and the other of private property, are being reviewed. Discussions with the state and two private property owners are ongoing.

With respect to land ownership and/or obstacles along the route of direct connection, the Project Sponsor has acquired options to purchase 33 acres of land for the project site and is in discussion with property owners between the project site and the interconnection point.

Appendix F of PP-10 contains supplemental guidelines for determining if a transmission upgrade could or could not be implemented by the start of the Capacity Commitment Period. In Appendix F of PP-10, transmission upgrade project types frequently identified as required upgrades to interconnect generation are grouped into three categories of projects. The probability of completing upgrades by the start of the Capacity Commitment Period is, in general, highest for the projects in Group "A", relatively lower for projects in Group "B", and lower still for projects in Group "C". The upgrade required to connect the project to the interconnection point is a "Group A" project according to Appendix F.

Given the amount of engineering work that has taken place for this transmission project, the ISO has determined that the upgrade associated with the transmission project can be reasonably expected to be completed by the start of the Capacity Commitment Period beginning June 1, 2010.

2. Power Flow and Short Circuit Analysis

Pursuant to Schedule 22 of the ISO New England Open Access Transmission Tariff the Watertown Biomass project has Interconnection Request queue position 191. A Feasibility Study or System Impact Study for the Watertown Biomass project was not available at the time of this qualification review.

An initial interconnection analysis was conducted for the Watertown Biomass project pursuant to Tariff Section III.13.1.1.2.3, and in accordance with PP-10, Section 5.6.

The initial interconnection analysis determined that no additional transmission upgrades are required for the Watertown Biomass project to meet the initial interconnection standard as described in PP-10, Section 5.6.

3. Overlapping Impact Analysis Results

An overlapping impact analysis was conducted for the Watertown Biomass project pursuant to Tariff Section III.13.1.1.2.3(f), and in accordance with PP-10, Section 5.7.

The overlapping impact analysis determined that no additional transmission upgrades are required for the Watertown Biomass project to meet the overlapping interconnection impact standard as described in PP-10, Section 5.7.

Note that in accordance with Tariff Section III.13.1.1.2, none of the provisions of this determination letter, including the result of initial interconnection analysis or the result of analysis of overlapping interconnection impacts, supersedes, replaces, or satisfies any of the requirements of Schedules 22 and 23 of Section II of the Transmission, Markets and Services Tariff. Determinations by the ISO described in this letter, including the initial interconnection analysis and the analysis of overlapping interconnection impacts, are for purposes of qualification for participation in the Forward Capacity Auction only, and do not constitute a right or approval to interconnect, and do not guarantee the ability to interconnect.

Site Control

In accordance with Tariff Section III.13.1.1.2.2.1, Watertown Renewable Power, LLC submitted a copy of the Option Agreement for property that will contain the Watertown Biomass project in the New Capacity Qualification Package. The submittal meets the requirement to demonstrate site control for the project.

Critical Path Schedule

In accordance with Tariff Section III.13.1.1.2.2, Watertown Renewable Power, LLC submitted the following critical path schedule information:

Major permits:

• Siting Council Certification	CT Siting Council
• Permit to Construct & Operate	CT DEP
• Title V Operating Permit	CT DEP
• Title IV Acid Rain Permit	CT DEP/US EPA
• Solid Waste Facility Permit to Construct & Operate	CT DEP
• Stormwater from Construction Permit	CT DEP

All of the above permits are scheduled to be approved by April 1, 2010.

Watertown Renewable Power, LLC provided financing information stating that $98,000,000 would be provided by:

- United States Power Fund III, LP (an Energy Investors Funds entity)

Major equipment:

- Boiler
- Turbine & Generator
- Transformer
- Relay Protection & AVR Panel
- Substation Breakers & Switches

- Material Handling

All of the above equipment is scheduled to be ordered by March 4, 2008 and tested on-site by April 30, 2010.

Substantial site construction is scheduled to be completed by March 4, 2009. Commissioning is scheduled for April 1, 2010. The scheduled Commercial Operation Date is May 3, 2010.

The ISO evaluated the critical path schedule information submitted by Watertown Renewable Power, LLC and has determined that the information submitted is acceptable for the purposed of Qualification for the first Forward Capacity Auction.

Conclusion

As described above, the Watertown Biomass Project (Project ID: 2060) has been qualified to participate in the first Forward Capacity Auction. If you have questions regarding this determination, please contact Al McBride at (413) 540-4223.

Sincerely,

Stephen J. Rourke
Vice President, System Planning

cc: Al McBride

ISO new england

October 2, 2007

Ms. Abigail Krich
GDI Renewable - Customer ID: 50930
Watertown Renewable Power, LLC
35 Pratt Street, Suite 101
Essex, CT 06426

Subject: HEAT Ticket Number 124042
Market Monitoring Qualification Determination for the Watertown Biomass project (Project ID 2060) for the first Forward Capacity Auction

Dear Ms. Krich:

In accordance with Section III.13.1.1.2.8 (f) of the ISO New England ("the ISO") Transmission, Markets and Services Tariff the ISO's Internal Market Monitoring Unit (INTMMU) is hereby notifying you of its determination regarding the offer(s) submitted at prices below 0.75 times the cost of new entry in the qualification package for this new capacity resource.

Pursuant to Section III.13.1.1.2.6, the INTMMU has determined that the offer information submitted as part of this project's qualification package (shown below) is consistent with the project's anticipated long run average costs, and therefore will not be considered Out-of-Market Capacity for purposes of determining the applicability of the Alternative Capacity Price Rule.

Price ($/kw-month)	Quantity (MW)
$ 0.001	29.000

Sincerely,

Hung-po Chao
Director, Market Monitoring

Exhibit 12

Connecticut Commission on Culture & Tourism

Historic Preservation
and Museum Division

One Constitution Plaza
Second Floor
Hartford, Connecticut
06103

860 256 2800
860 256 2763 fx

January 7, 2008

Dr. Gregory F. Walwer
Archaeological Consulting Services
10 Stonewall Lane
Guilford, CT 06437-2949

Subject: Watertown Renewable Power Plant
Watertown, CT

Dear Dr. Walwer:

The State Historic Preservation Office has reviewed the *Phase I Archaeological Reconnaissance and Phase II Intensive Archaeological Survey* prepared by Archaeological Consulting Services concerning the above-named project. In the opinion of the State Historic Preservation Office, the archival and archaeological methodologies employed by Archaeological Consulting Services are consistent with our *Environmental Review Primer for Connecticut's Archaeological Resources*.

The State Historic Preservation Office concurs with Archaeological Consulting Services that no further archaeological investigations appear warranted with respect to the proposed undertaking. This office believes that the proposed undertaking will have no effect upon Connecticut's archaeological heritage.

The State Historic Preservation Office appreciates the cooperation of all interested parties concerning the professional management of Connecticut's archaeological resources. We note that Archaeological Consulting Services' investigations have been professionally completed and as such, this office terminates its previous authorization pursuant to Connecticut General Statutes Section 10-386.

This comment updates and supersedes all previous correspondence regarding the proposed project. For further information please contact Dr. David A. Poirier, Staff Archaeologist.

Sincerely,

Karen Senich
Deputy State Historic Preservation Officer

cc: Adams, Bellantoni, Orvedal

Exhibit 13

Tamarack Energy, Inc.
36 Plains Road
Essex, CT 06426
Tel: 860.767.6890
Fax: 860.767.6897
info@TamarackEnergy.com
www.TamarackEnergy.com

Tamarack
ENERGY

14 January 2008
File No. 836-05

Mr. Matthew Starr
Property Agent
Connecticut Department of Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

Subject: Power Line Transmission Right of Way – Watertown
DEP File Number: A-07-41

Dear Mr. Starr:

Tamarack Energy is continuing to develop the Watertown Renewable Power project, a 30 MW clean biomass power plant in Watertown, Connecticut. In your July 31, 2007 letter, you outlined the DEP's position regarding Tamarack Energy's request for a transmission line right-of-way (ROW) through Mattatuck State Forest. DEP is willing to grant the ROW as long as several conditions to minimize the impact on the forest are met.

In December we received a draft Feasibility Study from ISO-NE which provides the preliminary requirements to complete the interconnection of our facility. It is clear from the study that above ground transmission lines are strongly preferred by the interconnecting utility – CL&P. The reliability and maintenance of underground transmission lines is a significant concern. A fault in a buried line takes much longer to locate and repair than a similar fault in an overhead line. Compared to overhead lines, underground cable faults are far more difficult to locate and require highly skilled labor to dig up and repair. A fault in an underground cable will impact the long-term reliability of the Watertown Project as well as the CL&P transmission circuit.

To minimize the impact to Mattatuck State Forest, CL&P is willing to allow a configuration that utilizes a single line of poles with a ROW width of 90 feet as opposed to the double pole, 110 foot ROW previously considered. Also, we have been able to adjust the orientation of the interconnection route to reduce the total length of the ROW to approximately 500 feet (see attached drawing). The previously considered route was approximately 1000 feet long.

According to CL&P design standards, a suitable switchyard housing the circuit breakers and switches necessary to complete the interconnection will require an approximately 210 x 160 foot fenced area located within the forest and adjacent to the existing CL&P ROW. Additionally, for safety reasons, an approximately 30 foot wide zone outside the fence should be cleared and maintained. (This above ground, fenced area is necessary regardless of whether the transmission lines are above or below ground.) Thus, the total impacted area of an above ground interconnection would be 1.7 acres versus 1.5 acres for a below ground

interconnection along the same route. All other conditions listed in your July 31 letter can be met. See the attached drawing for a graphical representation of the proposed ROW.

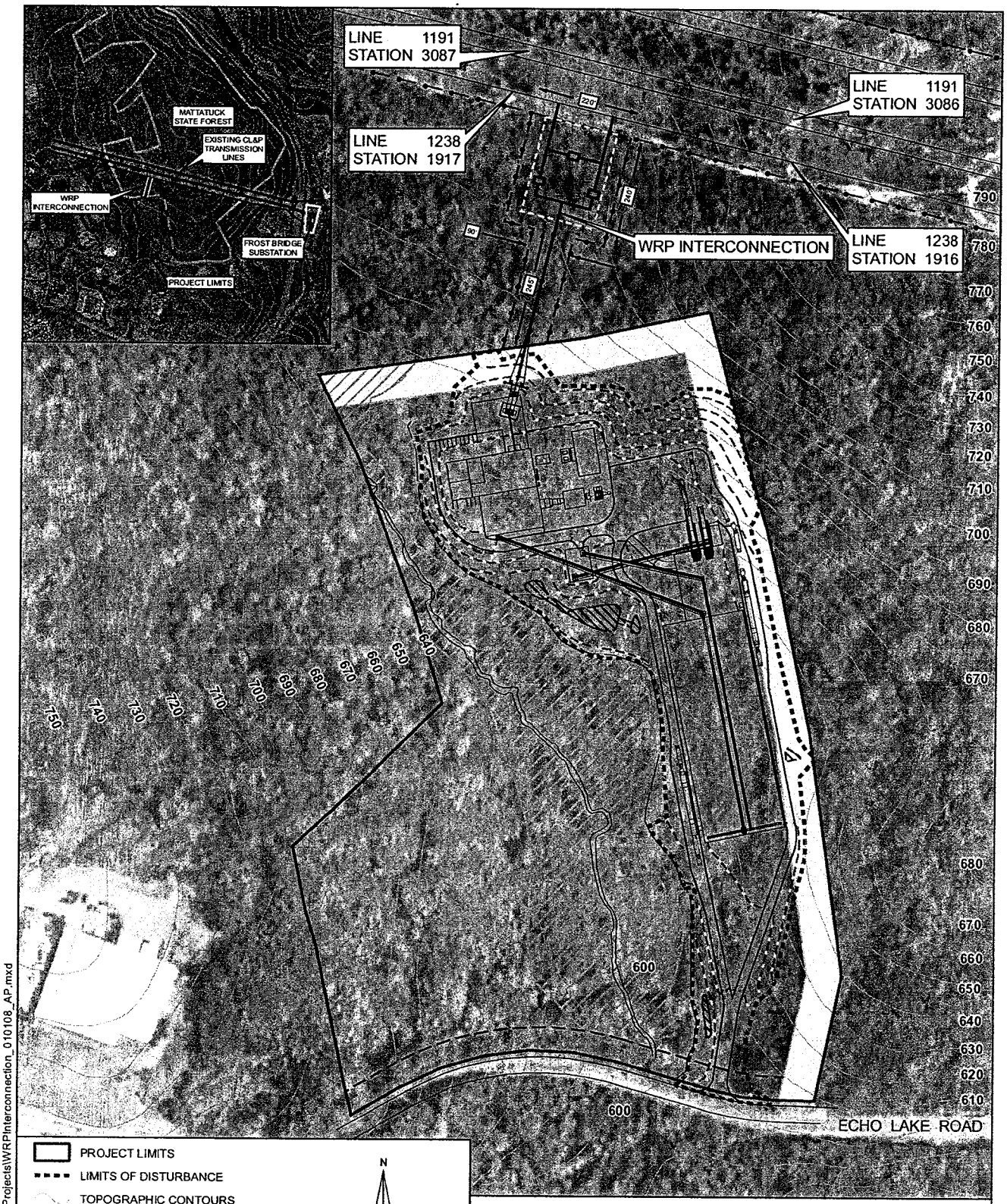
A determination whether this shortened, above ground interconnection described above is acceptable to DEP is necessary before we can proceed with the System Impact Study, the next step in the interconnection process scheduled for February 2008. If you require any additional information regarding the ROW or the project please contact the undersigned or our project manager, Mark Mirabito at the numbers listed above or by e-mail at mmirabito@TamarackEnergy.com or wcarter@TamarackEnergy.com.

Sincerely yours,
TAMARACK ENERGY, INC.

William G. Carter
Managing Director

Attachment

cc: Elizabeth Brothers – Assistant Director, CTDEP
Mark Mirabito – Project Manager, Watertown Renewable Power


LINE 1191
STATION 3087
LINE 1191
STATION 3086
LINE 1238
STATION 1917
LINE 1238
STATION 1916
WRP INTERCONNECTION
MATTATUCK STATE FOREST
EXISTING CL&P TRANSMISSION LINES
WRP INTERCONNECTION
FROST BRIDGE SUBSTATION
PROJECT LIMITS
220
345
ECHO LAKE ROAD
PROJECT LIMITS
LIMITS OF DISTURBANCE
TOPOGRAPHIC CONTOURS
PROPOSED GRADING
SURVEYED WETLANDS
PROPERTY LINE SET BACK - 75'
PROPOSED STORM WATER CONTROL
PROPOSED TRANSMISSION LINE
LIMITS OF PROPOSED ROW *
LIMITS OF EXISTING ROW
FENCE
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0 100 200
SCALE IN FEET
* NOTE: SUBJECT TO FINAL APPROVAL BY CL&P AND CTDEP.
Tamarack ENERGY
HALEY & ALDRICH
WATERTOWN RENEWABLE POWER PROJECT
WATERTOWN, CONNECTICUT
WRP INTERCONNECTION
DRAFT
SCALE: AS SHOWN
JANUARY 2008, REV 1.3
\34437_CT_Biomass\Global\GIS\MapProjects\WRPInterconnection_010108_AP.mxd

Exhibit 14

Watertown Oakville Chamber
driving business to business

January 2, 2008

Daniel F. Caruso, Chairman
Connecticut Siting Council
Ten Franklin Square
New Britain, CT 06051

Dear Chairman Caruso,

I am writing to you as Chairman of the Watertown/Oakville Chamber of Commerce in support of Tamarack Energy's Watertown Renewable Power (WRP) project. The Board of Directors has voted to support this project.

Tamarack has been extremely cooperative with the Town Manager, the Town Council and all the town agencies and has made presentations to many of the service organizations in town as well as to the Board of Directors of the Chamber of Commerce and the Planning and Zoning Commission. In addition they held a very professionally done public hearing for all the residents of Watertown.

We are pleased that the WRP will utilize clean wood for fuel to produce 30 megawatts of reliable, sustainable, and renewable energy in this section of the state which is seriously short of electrical generating capacity. We are particularly pleased that the WRP has been selected to participate in the Connecticut Clean Energy's project 100 program, and has negotiated an energy sale agreement with CL&P, and will create a significant number of jobs in our region, and will add substantially to Watertown's tax base.

WRP will occupy 33 acres in our business park, will not be visible from the street (except for the top of the stack) and will barely be heard from the street. This is an ideal application of our business park's intended use. The site is in close proximity to fuel supply, availability of suitable truck access routes that avoid residential and commercial areas, access to exiting transmission lines, is compatible with surrounding land use, and will have minimal visual impact, all pluses for the Town of Watertown.

We heartily endorse this project for the Town of Watertown.

Sincerely,

Joseph F. Seacrist
Chairman

cc: Watertown/Oakville Chamber of Commerce Board Members
Charles Frigon, Watertown Town Manager

Exhibit 15

University of Connecticut
College of Agriculture and Natural Resources

Department of Extension

Windham County Extension Center

January 29, 2008

Daniel F. Caruso, Chairman
Connecticut Siting Council
Ten Franklin Square
New Britain, CT 06051

Subject: CSC Petition No. 834
Watertown Renewable Power, LLC
Proposed Biomass Energy Facility
Watertown, CT

Dear Chairman Caruso,

I am a Senior Extension Educator in Forestry with the University of Connecticut's Cooperative Extension System. I would like to express my support of the proposed Watertown Renewable Power biomass energy generating facility. The Watertown Renewable Power Project has the potential to provide significant benefits to both Connecticut's forest products industry and the health and productivity of the state's forests. The market created by the Watertown Project will support our outreach efforts promoting sound forest management practices among Connecticut's private forest owners.

Throughout my thirty year forestry career, (in fact for nearly a century), the chief impediment to timber stand improvement, habitat improvement and other valuable forest stewardship practices has been the lack of a market for small, low quality, non-timber quality trees which need to be removed from the forest. By helping to create a new market for such wood, the Watertown Project can help to finally solve this long term problem. Whether the goal is timber stand improvement, carbon sequestration, habitat improvement and diversification, or invasive species management, this market will help immeasurably.

The U.S. Forest Service's Forest Inventory and Analysis surveys, which have been carried out periodically since the 1950s, have consistently demonstrated that our forests grow wood fiber at a significantly higher rate than we harvest it. Biomass has been accumulating in our forests for decades. Further, the timber-driven harvest patterns have created a situation where our state's forest growing stock is deteriorating in value. Species such as black birch and red maple, usually in the form of unmarketable stems that have little value economically or for wildlife, occupy more and more growing space as the oaks, cherries and sugar maples are selectively harvested. The Watertown Renewable Power Project will assist greatly in the battle to remove more of these lower value trees, thereby creating more growing space for more desirable species.

139 Wolf Den Road
Brooklyn, Connecticut 06234
Telephone: (860) 774-9600
Facsimile: (860) 774-9480
web: www.canr.uconn.edu

The project also has the potential to stimulate the region's forestry industry by creating new jobs and expenditures in the local economy. A significant year-round, long-term demand for low grade wood materials will likely produce investment in new equipment and employees for the state's harvesting and wood processing industries.

Thank you very much for the opportunity to comment. I look forward to following the progress of this important project.

Sincerely,

Stephen H. Broderick
Senior Extension Educator
Forestry and Natural Resources

Exhibit 16

VOL 1587 PAGE 196

I hereby certify that this document is a true and correct copy of record, as appears on the Records of said Town of Watertown in Vol. 1587 on Page 196-204
Dated this 31st day of January 2008
Attest: Town Clerk

TOWN OF WATERTOWN

WATER AND SEWER AUTHORITY

WATER CONNECTION AND SERVICE AGREEMENT
SEWER CONNECTION AND SERVICE AGREEMENT

This Water Connection and Service Agreement and Sewer Connection and Service Agreement, (hereinafter AGREEMENT) entered into this 24th day of January, 2008, by and between **TOWN OF WATERTOWN**, a Municipal Corporation organized pursuant to the Laws of the State of Connecticut, acting herein through its Water and Sewer Authority (hereinafter AUTHORITY), and **Watertown Renewable Power, LLC**, a Connecticut Limited Liability Company, 35 Pratt Street, Suite 101, Essex, CT 06426 (hereinafter DEVELOPER).

WHEREAS, DEVELOPER holds a purchase option for a certain piece or parcel of real property located at Echo Lake Road (Map 104, Block 90, Lot 23A) in the Town of Watertown, County of Litchfield and State of Connecticut, and shown in a map entitled "Overall Site Plan prepared for Watertown Renewable Power, LLC, Echo Lake Road, Watertown, Connecticut by Meyers Associates P.C., Engineers-Surveyors-Planners, 60 Linden Street, Waterbury, Connecticut 06702. Scale 1=60' dated 7/18/07".

WHEREAS, DEVELOPER has applied for Connecticut Siting Council approval for the development of said real property into a 30 Megawatt Biomass Generating Project.

WHEREAS, DEVELOPER has previously obtained approval from AUTHORITY to provide water and sewer service to said 30 Megawatt Biomass Generating Project subject to execution of this AGREEMENT and further subject to AUTHORITY Staff review and approval of design and construction plans; and

WHEREAS, DEVELOPER desires water and sewer service to said real property sufficient to serve said 30 Megawatt Biomass Generating Project with a maximum of 0.6 million gallons per day (mgd) of potable process water and 0.1 mgd of wastewater discharge and connection(s) to AUTHORITY water and sewer systems; and

WHEREAS, AUTHORITY is agreeable to furnish the necessary water and sewer services requested by DEVELOPER pursuant to the following terms and conditions. NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements herein set forth, the parties agree as follows:

WATER

1. AUTHORITY hereby grants permission, upon the terms stated herein, to DEVELOPER to make such water connections as may be convenient, necessary or required by it to AUTHORITY water main in or adjacent to Echo Lake Road. Except as

otherwise provided herein, DEVELOPER shall at its own cost and expense construct all necessary water lines and connections in order to connect to and effect water service from said Echo Lake Road water line.

2. AUTHORITY shall provide a construction design plan (if any is required) to modify the water main design plan for the approximate 1,200 linear foot Echo Lake Road extension to the 30 MW Biomass Generating Project. Said water main shall be 12-inch ductile iron pipe with appropriate appurtenances to effect property connections.

3. DEVELOPER shall provide and pay for construction, excavation installation of all materials for said water main including all 12—inch ductile iron pipe and all connection materials in accordance with AUTHORITY specifications. DEVELOPER shall be responsible for any necessary upgrade of the Fern Hill Booster Pumping Station pumps, electrical system and emergency generator required to supply the additional 0.6 million gallon flow during emergency conditions. DEVELOPER's contribution for any such Pumping Station improvements shall be at actual cost but shall not exceed one hundred and fifty thousand dollars ($150,000.00). DEVELOPER shall also be responsible for all inspection costs reasonably related to the construction of the water main upgrade in the project area.

4. Said connection(s) and all water main(s) installation by DEVELOPER shall be performed in strict conformance with the applicable sections of AUTHORITY'S specifications entitled "TOWN OF WATERTOWN, WATER AND SEWER AUTHORITY, SANITARY SEWERS AND WATER MAINS, GENERAL AND DETAIL SPECIFICATIONS' (hereinafter referred to as the SPECIFICATIONS as now existing or as they may hereafter be amended) said specifications are hereby incorporated by reference into this AGREEMENT. A detailed water main and appurtenances plan of the proposed extension shall be submitted to and approved by AUTHORITY Staff prior to the commencement of any work. Said detailed plan shall become a part of this AGREEMENT and no change shall be made in design nor shall any work proceed under any change in design of the facilities from the original plans, unless written consent to such changes is given by AUTHORITY Staff.

5. AUTHORITY shall, at no cost to DEVELOPER, secure all necessary easements and permits for the extension of its service lines in public and private streets and ways within three (3) months following the DEVELOPER's issuance of a notice to proceed in accordance with Section 4 of the General Conditions of this Agreement.

6. All water lines and mains installed by DEVELOPER in public and/or private streets and ways outside the boundaries of the real property herein described shall become the exclusive property of AUTHORITY, except building service pipes. All building service pipes shall be owned by and maintained by DEVELOPER and/or successors and/or assigns at its sole cost and expense.

7. In accordance with Article 36 of AUTHORITY'S General Conditions DEVELOPER shall warrant all of DEVELOPER'S installation work for one (1) year

after the date of final completion and acceptance of said construction improvements. The one (1) year period shall commence from date of final inspection and approval by AUTHORITY. AUTHORITY shall maintain all water mains (except building laterals).

8. Charges for any and all fire hydrants shall be made at the then prevailing rate charged for private hydrants by AUTHORITY.

9. AUTHORITY shall charge present water use charges for all water used according to the then schedule of charges for water now in effect or as it may be subsequently amended. DEVELOPER shall install, at its sole cost and expense, a meter pit with at least two meters so that the amount of water consumed by the generating plant can be accurately determined. Each meter will be billed no less than the minimum quarterly charge for water in accordance with the schedule of charges now in effect or as subsequently amended.

10. The use of water by the 30 MW Biomass Generating Project contemplated by this AGREEMENT shall be governed by the rules and regulations of AUTHORITY now in effect or as subsequently amended by AUTHORITY only pursuant to State Statute and Rules and Regulations of AUTHORITY. DEVELOPER shall inform any purchaser(s) of the Generating Project of the rates to be charged by AUTHORITY for water use as said rates are established by AUTHORITY.

11. DEVELOPER shall execute and deliver to AUTHORITY in a timely manner but prior to acceptance, all as-built drawings and/or related documents with respect to ownership, operation and maintenance of said water mains and facilities in form approved by the AUTHORITY, to become property of AUTHORITY pursuant of this AGREEMENT. Should DEVELOPER fail to provide said 'as built' drawings, operation and maintenance manuals, etc., the AUTHORITY may hire professional engineers, land surveyors and attorneys to supply the required documentation and deduct the costs from the DEVELOPERS bond or other source of DEVELOPER assets.

12. CUSTOMER WATER CONNECTION CHARGE. DEVELOPER shall pay to AUTHORITY a Customer Water Connection Charge pursuant to Connecticut General Statutes 7-239, in the amount of TWO HUNDRED DOLLARS ($200.00) per connection. Said Water Connection Charge shall be payable at such time as the 30 MW Biomass Generating Project is connected to the water system, certificate of occupancy is granted and/or said project is sold or date occupied; whichever shall first occur.

SEWER

1. AUTHORITY hereby grants permission to DEVELOPER to make such connection(s) as may be convenient, necessary or required by it to an existing sanitary sewer main lying in or adjacent to Echo Lake Road. Such connection(s) and all sewer lines to he constructed by DEVELOPER shall be constructed at DEVELOPER'S sole cost and expense with no cost to AUTHORITY.

2. AUTHORITY shall issue all necessary discharge and/or connection permits as required by DEVELOPER upon execution of this AGREEMENT by all persons required to sign.

3. Said connection and all sewer main installations by DEVELOPER shall be performed in strict conformance with the applicable sections of the AUTHORITY'S specifications entitled, "TOWN OF WATERTOWN, WATER AND SEWER AUTHORITY, SANITARY SEWERS AND WATER MAINS. GENERAL AND DETAIL SPECIFICATIONS' (hereinafter SPECIFICATIONS), said SPECIFICATIONS are hereby incorporated by reference into this AGREEMENT. A detailed sewer main and appurtenances plan of the proposed extension shall be submitted to and approved by AUTHORITY prior to the commencement of any work. Said detailed plan shall become a part of this AGREEMENT and no change shall be made in design nor shall any work proceed under any change in design of the facilities from the original plans, unless written consent to such changes is given by AUTHORITY Staff.

4. All sewer lines, sampling manholes and meter stations installed by DEVELOPER in public and/or private streets and ways outside the boundaries of the real property herein described shall become the exclusive property of AUTHORITY, except building connection laterals. All building connection laterals shall be owned by and maintained by DEVELOPER and/or successors and/or assigns at its sole cost and expense.

5. AUTHORITY shall, at no cost to DEVELOPER, secure all necessary easements and permits for the extension of its service lines in public and private streets and ways within three (3) months following the DEVELOPER's issuance of a notice to proceed in accordance with Section 4 of the General Conditions of this Agreement.

6. In accordance with Article 36 of AUTHORITY'S General Conditions. DEVELOPER shall warrant all of DEVELOPER'S sewer main installation work for a period of one (1) year from date of final completion. The one (1) year period shall commence from date of final inspection and approval by AUTHORITY. AUTHORITY shall maintain all sewer mains (except building laterals).

7. DEVELOPER shall execute and deliver to AUTHORITY all "as-built" drawings operation and maintenance manuals, etc. before the final inspection is undertaken in form approved by AUTHORITY and/or related documents with respect to ownership, operation and maintenance of said sewer mains. Should DEVELOPER fail to provide said easements, "as- built" drawings, operation and maintenance manuals, etc., the AUTHORITY may hire professional engineers, land surveyors and attorneys to supply the required documentation and deduct the costs from the DEVELOPER'S bond or any other source of DEVELOPER assets.

8. DEVELOPER agrees to pay all sewer use charges assessed by the AUTHORITY in accordance with the existing rate or such other rate as may be established from time to time. The DEVELOPER shall be responsible for all ordinary sewer use charges. All sewer use charges shall be established (and from time to time may

be amended) by AUTHORITY only pursuant to State Statute and Rules and Regulations of AUTHORITY. DEVELOPER shall inform any purchaser(s) of the Generating Project of the rates to be charged by AUTHORITY for sewer use as said rates are established by AUTHORITY.

9. DEVELOPER shall adhere to Articles 8, 9, 10 and 11 of the AGREEMENT by and between the Oakville Fire District and the City of Waterbury dated August 25 1951 which said articles prohibit certain sewage wastes and discharges into the sewer system. A copy of said AGREEMENT (as said AGREEMENT may be amended from time to time) is on file at the office of the Watertown Water and Sewer Authority and is hereby incorporated by reference into this AGREEMENT. DEVELOPER shall adhere to AUTHORITY'S Ordinance concerning discharge of waters and wastes into the public sewer systems (Watertown Ordinance #02-08-83-103). A copy of said ordinance is on file at the Office of the Watertown Water and Sewer Authority.

10. CUSTOMER SEWER CONNECTION CHARGE. DEVELOPER shall pay to AUTHORITY a Customer Sewer Connection Charge pursuant to Connecticut General Statutes 7-255 in the amount of FOUR HUNDRED DOLLARS ($400.00). Said Customer Sewer Connection Charge shall be payable at such time as the 30 MW Biomass Generating Project is connected to the sanitary sewer system, certificate of occupancy is granted and/or said project is sold or date occupied; whichever shall first occur.

11. DEVELOPER expressly agrees to the Sewer Connection Charge set forth in this AGREEMENT. DEVELOPER expressly waives all rights of notice, appeal to AUTHORITY, rights of public hearing, rights of appeal to any Court, etc. as set forth in Connecticut General Statutes Chapter 103 — Municipal Sewerage Systems.

REIMBURSEMENT WATER AND SEWER

1. If DEVELOPER installs water or sewer mains outside the Property owned by it in consequence of this AGREEMENT, which benefits the property of others, the AUTHORITY shall assesses benefits and/or damages against said persons, then from the amounts actually collected from said assessments, the AUTHORITY shall reimburse DEVELOPER as follows:

(a) Ninety percent (90%) of the amount actually collected from any such assessment shall be paid to or reimbursed to DEVELOPER. All obligation of AUTHORITY to reimburse DEVELOPER shall terminate with respect to any assessment not imposed or levied within ten (10) years of the date of the AGREEMENT. EXCEPTION AUTHORITY reserves the right to use an installment method of assessment with respect to any special benefit conferred on property of others. In the event AUTHORITY does assess pursuant to an installment method, DEVELOPER shall be entitled to receive said 90% of the principal amount of said assessment at such time as same is collected by AUTHORITY.

It is the intent of the parties that such assessments made within ten (10) years from the date of this AGREEMENT shall become vested (up to 90%) in favor of DEVELOPER and shall be reimbursed NINETY percent (90%) to DEVELOPER regardless of date assessments are actually collected. Any assessments made more than ten (10) years from date of this AGREEMENT shall be sole property of AUTHORITY. Any reimbursement due DEVELOPER pursuant to this AGREEMENT shall be paid to DEVELOPER only at such time as such assessment is actually collected by AUTHORITY.

(b) No other revenue received from said properties by way of taxation, assessment, use charges or otherwise shall accrue to the benefit of DEVELOPER.

(c) DEVELOPER shall not be entitled to reimbursement for any interest on any assessment actually collected by the AUTHORITY.

(d) With respect to any real property owned by anyone other than DEVELOPER, AUTHORITY may impose an assessment to the extent permitted by Statute at such time as such property is connected to and served by said Sanitary Sewer or Water System. Said assessment may be made up to the maximum amount permitted by Statute.

GENERAL CONDITIONS

1. It is agreed by the parties that the approval granted by this AGREEMENT shall be conceptual or preliminary in nature. This is intended to mean that AUTHORITY reserves the right to review and/or participate in the final design of the Water and Sanitary Sewer Systems, prior to granting final approval and the right for DEVELOPER to proceed with construction of the proposed Water and Sanitary Sewer Systems.

2. DEVELOPER shall reimburse, indemnify and save harmless the AUTHORITY, its agents, servants and employees from and against any and all loss, expense, damage, claims, suits, demands, judgments or other liabilities, including without limitation, reasonable attorney fees and court costs, which may arise from or out of this AGREEMENT for the construction of water an sewer facilities on said real property of DEVELOPER.

3. All reasonable fees and expenses incurred by the Town in conformance with this AGREEMENT, any amendments thereto, and the construction contemplated by this AGREEMENT, including, those for inspection, supervision, layout, engineering or legal work shall be paid by DEVELOPER to the AUTHORITY upon demand by the AUTHORITY. DEVELOPER reserves the right to require appropriate documentation in connection with any such fees and expenses.

4. No work that is intended to be reimbursable to AUTHORITY by DEVELOPER shall be initiated by AUTHORITY, its employees or contractors until such time as a formal notice to proceed is issued by DEVELOPER. This agreement may be canceled at any time for the convenience of the DEVELOPER. In the event that such

cancellation occurs after a Notice To Proceed has been issued to AUTHORITY, DEVELOPER shall promptly reimburse AUTHORITY for all costs reasonably incurred in fulfilling its responsibilities under the terms of this AGREEMENT.

5. It is expressly understood and agreed that this AGREEMENT shall be recorded in the land records of the Town of Watertown and shall be frilly binding and enforceable upon DEVELOPER and its successors, assigns, heirs, executors and administrators.

6. A performance bond or other mutually acceptable form of security shall be posted by DEVELOPER in order to guarantee full compliance with all obligations of DEVELOPER pursuant to this AGREEMENT. The amount of the bond shall be 100 percent of the estimated cost of the improvements envisioned by this agreement. Such estimate shall be as agreed between the DEVELOPER and the TOWN ENGINEER.

7. AUTHORITY will provide necessary shutdown of water and sewer services and relief of residual pressure prior to DEVELOPER effecting connections to AUTHORITY's existing lines.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 24th day of January, 2008.

Signed, Sealed and Delivered
in the Presence of:

WATERTOWN RENEWABLE ENERGY, LLC

By _____
William G. Carter, Vice President. (DEVELOPER)

STATE OF CONNECTICUT

SS:

COUNTY OF MIDDLESEX

On this the 24th day of January, 2008, William Carter (DEVELOPER), personally appeared before and executed the foregoing instrument for the purposes therein contained.

In Witness I hereunto set my hand.

_____

Diana D. Blair
Notary Public
My Commission Expires Aug. 31, 2012

Commissioner of the Superior Court
Notary Public
My Commission Expires:

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 31st day of January, 2008.

Signed, Sealed and Delivered
in the Presence of:

TOWN OF WATERTOWN
WATER AND SEWER AUTHORITY

By _____
Charles A. Frigon, Town Manager

STATE OF CONNECTICUT
SS: Watertown January 31, 2008
COUNTY OF LITCHFIELD

On this the 31ST day of January, 2008, Charles A. Frigon personally appeared before me for the TOWN OF WATERTOWN, WATER AND SEWER AUTHORITY, and executed tile foregoing instrument for the purposes therein contained.

In Witness I hereunto set my hand.

_____
Commissioner of the Superior Court
Notary Public
My Commission Expires:

LISA M. CATTANEO
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2009

WATERTOWN, CT.
TOWN CLERKS OFFICE
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2008 JAN 31 PM 3:02
070842
Virginia M. Stewart
TOWN CLERK