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November 26, 2008

**Via Regular Mail**

Ms. Debra A. Howland  
Executive Director and Secretary  
State of New Hampshire  
Public Utilities Commission  
21 S. Fruit Street, Suite 10  
Concord, New Hampshire 03301-2429

**Re: DE 08-101, Application of Johnston Landfill for New Hampshire Class III Qualification**

Dear Ms. Howland:

This letter serves as Ridgewood Power Management, LLC's ("Ridgewood") response to Mr. Henry J. Bergeron's letter dated September 10, 2008 (the "Sept. 10<sup>th</sup> Letter"), requesting additional information concerning Johnston Landfill's ability to demonstrate that it "... has an approved interconnection study on file with the commission, is a party to a currently effective interconnection agreement, or is otherwise not required to undertake an interconnection study." In particular, the Commission has asked, "If Johnson Landfill is not a party to a currently effective interconnection agreement nor is required to undertake an interconnection study, please state in detail the reasons why you believe this is so."

As indicated in our application, since Johnston Landfill is an existing facility located in the State of Rhode Island it is not be required to file an interconnection study with the Commission. Indeed, the Commission acknowledged in its Sept. 10<sup>th</sup> Letter that "Since the facility is located in another state, it is understandable that there would not be an interconnection study on file with the Commission." Consequently, the only remaining question is whether the facility is a party to a currently effective interconnection agreement.

A review of our files indicates that Johnston Landfill has not entered into an interconnection agreement because it delivers all of its energy to New England Power Company (National Grid) pursuant to the terms of their November 6, 1987 Power Purchase Agreement, as amended (the "PPA"). Under the PPA, the parties' agreed on the allocation of work and costs concerning the construction of the necessary interconnection facilities for Johnston Landfill when it was being developed. Specifically, Article IX Construction of Interconnection Facilities of the PPA, states:

The interconnection facilities associated with each of the Facilities shall be constructed at Seller's expense. NEP reserves to itself and its affiliates the construction and ownership of all necessary modifications to its system attributable to the interconnection of each of the Facilities. Seller agrees to pay NEP in advance for all costs that NEP reasonably estimates will be incurred in connection with such activities. NEP shall prepare its estimate in good faith and in

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accordance with Good Utility Practice. Upon completion of construction, NEP shall prepare a breakdown of all costs incurred in connection with such activities and the parties agree to make a final adjustment to correct for any overpayment or underpayment. NEP represents that in making the interconnections, it will use standard equipment customarily employed by NEP for its own system, all in accordance with Good Utility Practice.

Seller shall be responsible for construction of all other interconnection facilities associated with each of the Facilities. As soon as reasonably practicable, Seller shall furnish, for review and approval by NEP, specifications for such facilities, which approval shall not be unreasonably withheld. Responsibility for making the final interconnection between the systems is reserved exclusively to NEP or its affiliates. Prior to making such interconnections with each of the Facilities, NEP shall have the right to require Seller to provide satisfactory documentation that the Facility and the interconnection facilities constructed by Seller comply with all applicable safety and electrical codes. NEP agrees to exercise good faith in undertaking such interconnections in a timely manner.

There is nothing further in the PPA with respect to interconnection. It is our understanding that no additional arrangements have been made concerning the interconnection because Johnston Landfill does not pay for interconnection services and it delivers all of its output to National Grid. As a result, the parties operate solely pursuant to the terms of the PPA.

Please contact the undersigned if you need additional information or further clarification.

Thank you,

Maria E. Haggerty

