

STATE OF NEW HAMPSHIRE
SITE EVALUATION COMMITTEE

Docket No. 2011-01

**Re: Joint Motion of Laidlaw Berlin BioPower, LLC and Berlin Station, LLC for
Transfer and Amendment of the Certificate of Site and Facility, and
Notice of Change in Major Contractors**

and

Docket No. 2009-02

**Re: Application of Laidlaw Berlin BioPower, LLC for a Certificate of Site
and Facility for a 70 MW Biomass Fueled Energy Facility in Berlin,
Coos County, New Hampshire**

July 12, 2011

**ORDER AND AMENDED CERTIFICATE OF SITE AND FACILITY
WITH CONDITIONS**

WHEREAS, the Site Evaluation Committee, on November 9, 2010, issued a Decision granting a Certificate of Site and Facility with conditions to Laidlaw Berlin BioPower, LLC for the siting, construction and operation of a 70 MW biomass fueled power facility located in Berlin, Coos County, New Hampshire (Project); and,

Whereas, Laidlaw Berlin BioPower, LLC and Berlin Station, LLC, on March 9, 2011, filed a Joint Motion to Amend the Certificate, to transfer the Certificate to Berlin Station, LLC, and to notify the Site Evaluation Committee of a change in major contractors (Joint Motion); and,

Whereas, the Committee held a public meeting and adjudicatory hearings regarding the Joint Motion and took evidence regarding the Joint Motion on April 22, 2011, May 18, 2011 and June 3, 2011; and,

Whereas, the Committee considered the Joint Motion and determined that the relief requested therein should be granted.

Now therefore, it is ordered that the Joint Motion of Laidlaw Berlin BioPower, LLC and Berlin Station, LLC is approved, subject to the conditions set forth herein and that this Order shall be deemed to be an Amended Certificate of Site and Facility pursuant to RSA 162-H:4; and it is,

Further Ordered that the Site Evaluation Committee's Decision in Docket no. 2009-02, dated November 8, 2010, is amended and replaced by this Order; and it is,

Further Ordered that the term “Applicant” as used throughout this Order and Amended Certificate shall refer to Berlin Station, LLC and that the term “affiliated entities” shall refer to NewCo Energy, LLC and Burgess BioPower, LLC; and it is,

Further Ordered that all references to the Applicant or Laidlaw Berlin BioPower, LLC contained in the Appendices attached hereto shall hereby be interpreted to refer to Berlin Station, LLC; and it is,

Further Ordered that the Site Evaluation Subcommittee’s Decision dated November 8, 2010 in Docket no. 2009-02, and its Decision on July 12, 2011, in Docket no. 2011-01 and any conditions contained therein, are hereby made a part of this Order; and it is,

Further Ordered that to the extent there is any inconsistency between the Decision of November 8, 2010 and the Decision of July 12, 2011, the Decision of July 12, 2011 shall control; and it is,

Further Ordered that the Applicant may site, construct and operate the Project as outlined in the Application, as amended, and subject to the terms and conditions of the Decision and this Order and Amended Certificate; and it is,

Further Ordered that the Decision and this Order and Amended Certificate shall apply to and bind the Applicant and the following Affiliated Entities: NewCo Energy, LLC and Burgess BioPower, LLC (Affiliated Entities). Prior to the commencement of construction, each of the Affiliated Entities shall prepare and file with the Site Evaluation Committee written guarantees reasonably acceptable to the Subcommittee, of all of the obligations and conditions imposed upon the Applicant in the Decision and in the Order and Certificate; and it is

Further Ordered that this Certificate is not transferable to any other person or entity without the prior written approval of the Committee; and it is,

Further Ordered that the Applicant shall provide immediate notice to the Committee in the event that the Applicant or any of its associated companies, including NewCo Energy, LLC and Burgess BioPower, LLC, shall file a bankruptcy or insolvency petition in any jurisdiction, foreign or domestic; or be subject to involuntary bankruptcy or any other proceeding pertaining to debt restructuring or the liquidation of assets; and it is,

Further Ordered that the Applicant shall immediately notify the Committee of any change in ownership or ownership structure of the Applicant or the Affiliated Entities and shall seek approval of the Committee of such change; and it is,

Further Ordered that the Applicant shall notify the Committee of any change in senior management of the Applicant or any of the Affiliated Entities; and it is,

Further Ordered that all permits and/or certificates recommended by the New Hampshire Department of Environmental Services including the Air Permit, the Site Specific Alteration of Terrain Permit, Shoreland Protection Permit, Industrial Wastewater Indirect Discharge Permit and Sewer Connection Permit shall issue and this Certificate is conditioned upon compliance

with all conditions of said permits and/or certificates which are appended hereto as Appendix I; and it is,

Further Ordered that the New Hampshire Department of Environmental Services is authorized to specify the use of any appropriate technique, methodology, practice or procedure associated with the conditions of the Air Permit, the Site Specific Alteration of Terrain Permit, Shoreland Protection Permit, Industrial Wastewater Indirect Discharge Permit and Sewer Connection Permit including the authority to approve modifications or amendments to said permits and certificates; and it is,

Further Ordered that the Applicant's Environmental Monitor shall supervise all excavations, and excavated soils shall be screened for the presence of contamination by hazardous substances in accordance with a work plan approved prior to construction by the Waste Management Division of DES. any contaminated soils discovered during the construction of the Facility shall be reported to DES in accordance with New Hampshire statute and regulatory requirements and shall be managed in accordance with state and federal requirements, subject to approval by DES in accordance with the approved work plan; and it is,

Further Ordered that the Agreement between the City of Berlin and the Applicant, attached as Appendix II (City of Berlin Proposed Certificate Conditions), shall be a part of this Order and the Conditions contained therein shall be conditions of this Amended Certificate. To the extent that any disputes arise under the City of Berlin Proposed Certificate Conditions, the parties shall file a motion for declaratory ruling, a motion for enforcement or such other motion as may be procedurally appropriate with the Committee and the Committee shall make such final interpretations or determinations that may be necessary; and it is,

Further Ordered that the Applicant is further required to develop an informal complaint resolution procedure together with the City of Berlin. The complaint resolution procedure may include the use of an ombudsman or any other process that is satisfactory to the City of Berlin. The complaint resolution procedure shall remain in place for duration of the construction of the Facility and for the first 12 months of operation of the Facility; and it is,

Further Ordered that the Applicant, in consultation with the City of Berlin, shall develop a decommissioning plan. The plan shall include the estimated cost of decommissioning and a method for creating, maintaining and securing funding for the decommissioning of the Facility in a safe and secure manner. The final decommissioning plan must be filed with the Committee prior to the commencement of construction; and it is,

Further Ordered that the Stipulation between the Applicant and Counsel for the Public, attached as Appendix III (Sustainability Conditions), shall be a part of this Order and the conditions contained therein shall be conditions of this Amended Certificate. To the extent that any disputes arise under the Stipulation, the parties shall file a motion for declaratory ruling, a motion for enforcement or such other motion as may be procedurally appropriate with the Committee and the Committee shall make such final interpretations or determinations that may be necessary; and it is,

Further Ordered that the Applicant shall not commence construction, as “commencement of construction” is defined in R.S.A. 162-H:2, III, until such time as construction financing is completely in place. The Applicant shall notify the Committee when construction financing is in place and shall provide its financial closing package to the Committee; and it is,

Further Ordered that the Applicant shall not commence construction until such time as the New Hampshire Public Utilities Commission has approved a Power Purchase Agreement (PPA) between the Applicant and Public Service Company of New Hampshire (PSNH) similar in form and substance to the PPA presented to the Committee as Ex. Laidlaw 39, CONFIDENTIAL. The Applicant shall (i) notify the Committee of the approval or denial of the PPA by the PUC; (ii) if approved, provide a copy of the approved PPA to the Committee; (iii) identify any changes in the PPA made or caused to be made by the PUC; and (iv) provide supplemental documentation demonstrating the Applicant’s financial ability to construct and operate the Facility based upon an approved, but amended, PPA. (If further review is necessary, the Presiding Officer will notify the Applicant); and it is,

Further Ordered that the Applicant shall not commence construction until such time that it has filed, with the Committee, a signed Fuel Supply Agreement with Richard Carrier Trucking, Inc., materially consistent with Ex. Applicant 3, CONFIDENTIAL; and it is,

Further Ordered that the Applicant shall not commence construction until such time that it has filed, with the Committee, a signed EPC Contract with Babcock & Wilcox Construction Co., Inc., that is materially consistent with Ex. Laidlaw 61 CONFIDENTIAL; and it is,

Further Ordered that the Applicant shall not commence construction until such time that it has filed, with the Committee, a signed Operations and Maintenance Contract with DPS Berlin, LLC; and it is,

Further Ordered that the Applicant shall not commence construction until such time that it has filed, with the Committee, a signed Master Services Agreement with Waldron Engineering & Construction, Inc. and a Consulting Contract with Stone & Webster, Inc.; and it is,

Further Ordered that the Applicant continue to cooperate with the requirements of ISO-New England and obtain all ISO approvals necessary to a final interconnection agreement for a gross until rating of up to 75 MW. Said interconnection agreement shall be filed with the Committee prior to the commencement of construction; and it is,

Further Ordered that if during construction or thereafter, any archeological resources are discovered or affected as a result of project planning or implementation, the New Hampshire Division of Historical Resources (NHDHR) shall be notified immediately and NHDHR shall determine the need for appropriate evaluative studies, determinations of National Register eligibility, and mitigation measures (redesign, resource protection, or data recovery) as required by state or federal law and regulations. If construction plans change, notification to and consultation with NHDHR shall be required. If any member of the public raises new concerns about the effect on historic resources, notification to and consultation with NHDHR shall be required. NHDHR is authorized to specify the use of any appropriate technique, methodology,

practice or procedure associated with historical resources at the Site including the authority to approve modifications to such practices and procedures as may become necessary; and it is,

Further Ordered that the Applicant shall not remove any trees within 50 feet of the Androscoggin River; and it is,


Further Ordered that all fly ash from the Facility shall be containerized in a fly ash silo and shall not be stored outside of said silo. All bottom ash shall be containerized within the boiler building and shall not be stored outside the Facility; and it is,

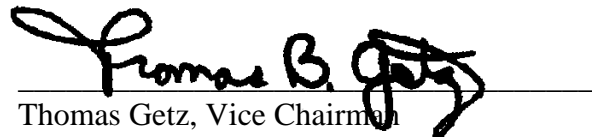
Further Ordered that the quarterly and annual reports required by the Sustainability Conditions contained in Ex. PC 76 (Appendix III) shall be forwarded to the New Hampshire Division of Forests and Lands and the Committee, along with information detailing the total supply of biomass delivered to the Facility on a quarterly and annual basis and the geographical source of the biomass; and it is,

Further Ordered that the Applicant and each of its Affiliated Entities shall provide written assurances and guarantees in form and substance acceptable to the Committee binding the Applicant and each Affiliated Entity to all conditions, requirements, and liabilities expressed in the “brownfield” documents identified as Ex. PC 1 and Ex. PC 2; and it is,

Further Ordered that to the extent that blasting may be necessary in the construction of the Project, the Applicant shall comply with all rules and regulations for blasting and the transportation of explosive materials and use of state and local thoroughfares as promulgated by statute or the regulations of the Department of Safety and the Department of Transportation. The Department of Safety and the Department of Transportation are each delegated the authority to specify the use of any appropriate technique, methodology, practice or procedure associated with blasting, transportation of explosives or other heavy loads which shall occur during the construction of the Project; and it is,


Further Ordered that all Conditions contained in this Order and Amended Certificate and in the Decision shall remain in full force and effect unless otherwise ordered by the Committee.


Thomas Burack, Chairman
Department of Environmental Services

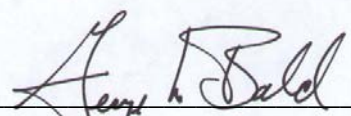

Thomas Getz, Vice Chairman
Public Utilities Commission

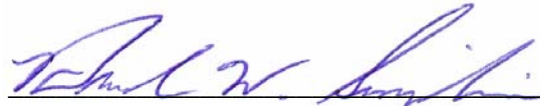

Michael Harrington, Staff Engineer
Public Utilities Commission


Clifton Below, Commissioner
Public Utilities Commission


Harry Stewart, Director-Water Division
Department of Environmental Services


Amy Ignatius, Commissioner
Public Utilities Commission


George Bald, Commissioner
Dept. of Resources & Economic Dev.


Brad Simpkins, Interim Director
Division of Forests & Land, DRED


Robert Scott, Director, Air Resources Div.
Dept. of Environmental Services

APPENDIX I – STATE PERMITS



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

April 21, 2010

RECEIVED

APR 20 2010

BARRY NEEDLEMAN

Thomas S. Burack, Chairman
NH Energy Facilities Site Evaluation Committee
Dept. of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

Re: Application of Laidlaw Berlin BioPower, LLC
Site Evaluation Committee No. 2009-02

Dear Chairman Burack:

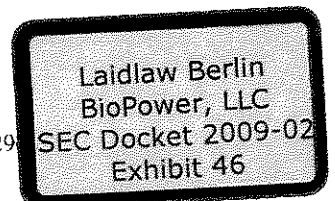
Please find enclosed the NH Department of Environmental Services proposed findings and conditions for the Alteration of Terrain permit, Shoreland permit, Sewer Connection permit, and the Industrial Wastewater Indirect Discharge Request.

If you have any questions, please contact me at 271-2951 or email at: Rene.Pelletier@des.nh.gov

Sincerely,

Rene Pelletier, PG
Assistant Director
Water Division

cc: Michael J. Iacopino
Jane Murray, Secretary NHSEC
Barry Needleman, Esq.
ESS Group, Inc.
Michael J. Walls, Asst. Commissioner
Harry T. Stewart, Director, Water Division



ALTERATION OF TERRAIN BUREAU
RECOMMENDED PERMIT CONDITIONS

PROJECT DESCRIPTION:

Redevelop the former Fraser Pulp Mill in Berlin to construct a biomass fueled energy generating facility (Laidlaw Berlin BioPower) that will use wood chips and other low-grade clean wood fuels to generate 70 megawatts of electric power. The total area of contiguous disturbance has been calculated to be 37.81 acres (1,646,797 square feet).

PROJECT SPECIFIC CONDITIONS:

1. Activities shall not cause or contribute to any violations of the surface water quality standards established in Administrative Rule Env-Wq 1700.
2. You must submit revised plans for permit amendment prior to any changes in construction details or sequences. You must notify the Department in writing within ten days of a change in ownership.
3. You must notify the Department in writing prior to the start of construction and upon completion of construction. Forms are available at:
<http://des.nh.gov/organization/divisions/water/aot/categories/forms.htm>.
4. The revised plans dated March 19, 2010 and supporting documentation in the permit file are a part of this approval.
5. No construction activities shall occur on the project after expiration of the approval unless the approval has been extended by the New Hampshire Energy Facility Site Evaluation Committee (SEC).
6. This approval does not relieve the applicant from the obligation to obtain other local, state or federal permits that may be required (e.g., from US EPA, US Army Corps of Engineers, etc.). Projects disturbing over 1 acre may require a federal stormwater permit from EPA. Information regarding this permitting process can be obtained at:
<http://des.nh.gov/organization/divisions/water/stormwater/construction.htm>.
7. The smallest practical area shall be disturbed during construction activities.
8. The following construction monitoring conditions shall apply:
 - (a) The permittee shall employ the services of an environmental monitor ("Monitor"). The Monitor shall be a Certified Professional in Erosion and Sediment Control or a Professional Engineer licensed in the State of New Hampshire and shall be employed to inspect the site from the start of alteration of terrain activities until the alteration of terrain activities are completed and the site is considered stable.
 - (b) During this period, the Monitor shall inspect the subject site at least once a week, and if possible, during any ½ inch or greater rain event (i.e. ½ inch of precipitation or more within a 24 hour period). If unable to be present during such a storm, the Monitor shall inspect the site within 24 hours of this event.
 - (c) The inspections shall be for the purposes of determining compliance with the permit. The Monitor shall submit a written report to the Department within 24 hours of the inspections. The reports shall describe, at a minimum, whether the project is being constructed in accordance with the approved sequence, shall identify any deviation

ALTERATION OF TERRAIN PROJECT SPECIFIC CONDITIONS CONTINUED:

Page 2 of 2

from the conditions of this permit and the approved plans, and identify any other noted deficiencies.

- (d) The Monitor shall provide technical assistance and recommendations to the Contractor on the appropriate Best Management Practices for Erosion and Sediment Controls required to meet the requirements of RSA 485-A:17 and all applicable DES permit conditions.
- (e) Within 24 hours of each inspection, the Monitor shall submit a report to DES via email (to Rick Treiss at: Frederick.Treiss@des.nh.gov and Craig Rennie at: Craig.Rennie@des.nh.gov).
- (f) Prior to beginning construction, the contractor's name, address, and phone number shall be submitted to DES via email (see above).

SHORELAND PROGRAM (WETLANDS BUREAU)
RECOMMENDED PERMIT CONDITIONS

PROJECT DESCRIPTION:

Impact 154,714 sq ft for the purpose of converting and upgrading the existing infrastructure of an industrial lot within the protected shoreland.

PROJECT SPECIFIC CONDITIONS:

1. All work shall be in accordance with plans by ESS Group, Inc., dated December 15, 2009 and received by the Department of Environmental Services ("DES") on December 23, 2009.
2. This approval includes a waiver of RSA 483-B:9, V(g)(1) and, therefore, shall not be effective until it has been recorded at the appropriate Registry of Deeds and a copy of the recorded waiver is sent to the department by certified mail, return receipt requested.
3. No more than 38.2% of the area of the lot within the protected shoreland shall be covered by impervious surfaces unless additional approval is obtained from DES.
4. All regions of the waterfront and natural woodland buffers proposed to be replanted shall be done so using natural ground covers and native vegetation including 33,891 sq ft of the natural woodland buffer.
5. The project as proposed will leave approximately 8,273 sq ft of the Natural Woodland Buffer beyond the primary building setback in an unaltered state. At least 4,236 sq ft of the Natural Woodland Buffer beyond the primary building setback must remain in an unaltered state in order to remain compliant with RSA 483-B:9, V, (b), (2).
6. The project as proposed will leave approximately 136,536 sq ft of the Natural Woodland Buffer beyond the primary building setback in an unaltered state. At least 80,143 sq ft of the Natural Woodland Buffer beyond the primary building setback must remain in an unaltered state in order to comply with RSA 483-B:9, V, (b), (2).
7. Orange construction fencing shall be placed at the limits of construction to prevent accidental encroachment on areas determined to remain in an unaltered state.
8. All activities conducted in association with the completion of this project shall be conducted in a manner that complies with applicable criteria of Administrative Rules Chapter Env-Wq 1400 and RSA 483-B during and after construction.
9. Erosion and siltation control measures shall be installed prior to the start of work, be maintained throughout the project, and remain in place until all disturbed surfaces are stabilized.
10. Erosion and siltation controls shall be appropriate to the size and nature of the project and to the physical characteristics of the site, including slope, soil type, vegetative cover, and proximity to wetlands or surface waters.
11. No person undertaking any activity in the protected shoreland shall cause or contribute to, or allow the activity to cause or contribute to, any violations of the surface water quality standards established in Env-Ws 1700 or successor rules in Env-Wq 1700.
12. Any fill used shall be clean sand, gravel, rock, or other suitable material.
13. The contractor responsible for completion of the work shall utilize techniques described in the New Hampshire Stormwater Manual, Volume 3, Erosion and Sediment Controls During Construction (December 2008).
14. Within three days of final grading or temporary suspension of work in an area that is in or adjacent to wetlands or surface waters, all exposed soil areas shall be stabilized by seeding and mulching during the growing season, or if not within the growing season, by mulching with tack or netting and pinning on slopes steeper than 3:1.
15. Silt fencing must be removed once the area is stabilized.

WASTEWATER ENGINEERING BUREAU
SEWER CONNECTION PERMIT CONDITIONS

PROJECT DESCRIPTION:

Redevelop the former Fraser Pulp Mill in Berlin to construct a biomass fueled energy generating facility (Laidlaw Berlin BioPower) that will use wood chips and other low-grade clean wood fuels to generate 70 megawatts of electric power. The estimated proposed wastewater flows from the Laidlaw facility to the Berlin wastewater treatment facility will be approximately 211,036 gallons/day of cooling water and 1,440 gallons/day of domestic wastewater for a total estimated flow of 212,476 gallons/day.

OUTSTANDING PROJECT CONCERNS:

DES WWEB Design Review Engineer, Sharon Nall, issued a design review letter on February 19, 2010 to ESS. ESS responded with revised plans and specifications on April 1, 2010. Most of DES' concerns were addressed with the revised plans, except for the following two items.

1. ESS needs to redesign one section of sewer to eliminate a 1-foot drop into sewer manhole WWMH#2.
2. ESS needs to show areas where insulation will be installed above sewers that do not meet the minimum depth requirements.

PERMIT CONDITIONS:

Once these two concerns are addressed, DES WWEB can issue the Sewer Connection Permit, which will be sent to the City of Berlin with a set of the reviewed plans and specifications. A copy of the permit will be sent to ESS.

The permit requires the project be constructed in accordance with the approved plans and specifications and in accordance with the requirements of Env-Wq 700, Standards of Design and Construction for Sewerage and Wastewater Treatment Facilities. The permitted flows are limited to those flows included in the permit application as described in the first paragraph above. If construction does not start within two years of permit issuance, the permit will be invalid.

WASTEWATER ENGINEERING BUREAU
INDUSTRIAL WASTEWATER INDIRECT DISCHARGE REQUEST
RECOMMENDED PERMIT CONDITIONS

PROJECT DESCRIPTION:

Proposed biomass fueled energy generating facility by Laidlaw Berlin Biopower.

The Application for approval of Indirect Discharge to Berlin Wastewater Facility to NHDES was prepared by ESS Group, Inc. and signed by Patrick MacQueen, City Manager on January 22, 2010.

PROJECT SPECIFIC CONDITIONS:

Approval of the indirect discharge by Laidlaw Berlin Biopower to the City of Berlin Wastewater Treatment Facility is based on the review of the supporting information submitted in the above referenced Application and subject to these conditions and Standard Conditions of Approval indicated below.

Approval is to permit an average daily process flow of 211,036 gallons/day from the Biomass Energy Generating Facility. Maximum daily process flow is 302,534 gallons/day. The City shall issue a discharge permit to the facility before discharge begins. The permit shall require adherence to the Sewer Use Ordinance and specify discharge parameters and monitoring to assure the discharge does not interfere with treatment or pass through the treatment facility.

STANDARD CONDITIONS OF APPROVAL

- (1) The indirect discharger shall fully comply with the applicable sewer use ordinance;
- (2) The indirect discharger shall fully comply with all federal, state and local pretreatment standards and requirements;
- (3) Using additional water to dilute effluent or introducing uncontaminated water to the effluent shall not be allowed as a substitute for any pretreatment necessary to maintain compliance;
- (4) The indirect discharger shall not make changes in the type of production, amount of flow, or pollutant characteristics, or any increase in pollutant concentration, without prior approval by City and NHDES through the submission of a new industrial wastewater discharge request; and
- (5) The approval shall be based on and apply only to the subject discharge request and all associated plans and supporting information as submitted.



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



RECEIVED

APR 26 2010

BARRY NEEDLEMAN

April 22, 2010

Thomas S. Burack, Chairman
NH Energy Facilities Site Evaluation Committee
NH Department of Environmental Services
29 Hazen Drive, P.O. Box 95
Concord, NH 03302-0095

Re: Application of Laidlaw Berlin BioPower, LLC
Site Evaluation Committee No. 2009-02
Indirect Discharge Request No. IDR 10-002

Dear Chairman Burack:

Please find enclosed the Industrial Wastewater Indirect Discharge Request Approval for the above referenced site. DES WWEB has issued this approval to the City of Berlin with the understanding that this project is subject to the Site Evaluation Committee jurisdiction. DES WWEB understands that additional or more stringent conditions may be added to those included in the enclosed approval.

If you have any questions, please contact me at (603) 271-2052

Sincerely,

George F. Carlson, Jr., P.E.
Industrial Pretreatment Supervisor

Enclosure

cc (w/enclosure):

Michael J. Iacopino, Esq
Rene Pelletier, Assistant Director, NHDES Water Division
Harry T. Stewart, Director, NHDES Water Division
Paul L. Heirtzler, Administrator, NHDES WWEB
Michael Walls, Assistant Commissioner, NHDES
Craig Rennie, NHDES AOT/Wetlands
Jane Murray, Secretary, NHSEC
✓ Barry Needleman, Esq.
Dammon M. Frecker, ESS Group, Inc.
Patrick MacQueen, City of Berlin (w/ reviewed plans and specifications in addition to enclosure)

DES Web site: www.des.nh.gov
P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-3503 • Fax: (603) 271-2982 • TDD Access: Relay NH 1-800-735

Laidlaw Berlin
BioPower, LLC
SEC Docket 2009-02
Exhibit 47



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

INDUSTRIAL WASTEWATER INDIRECT DISCHARGE REQUEST (IDR) APPROVAL

APPLICANT

Indirect Discharger **Laidlaw Berlin Biopower**
 Address **Hutchins Street**
 Authorized Signature **Louis T. Bravakis** **Vice President of Development**
 Engineer

MUNICIPALITY

Municipality/POTW **Berlin Pollution Control Facility**
 Approval Signature **Patrick MacQueen** **City Manager**
 Date of IDR **January 22, 2010**

APPROVAL

PERMIT/REQUEST NUMBER **IDR 10-002**
 FLOW **211036** gallons/day DATE: **April 19, 2010**

The Department of Environmental Services has reviewed and hereby approves the request as follows: Approval of the discharge to the applicant's wastewater facilities is based on review of the supporting information submitted and is subject to the conditions indicated below and the standard Conditions of Approval on the second page.

CONDITIONS:

Approval is to permit an average daily process flow of 211,036 gallons/day from the Biomass Energy Generating Facility. Maximum daily process flow is 302,534 gallons/day. The City shall issue a discharge permit to the facility before discharge begins. The permit shall require adherence to the Sewer Use Ordinance and specify discharge parameters and monitoring to assure the discharge does not interfere with treatment or pass through the treatment facility.

George F. Carlson, Jr. P.E.

Telephone (603) 271-2052

NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES

INDUSTRIAL WASTEWATER INDIRECT DISCHARGE REQUEST

CONDITIONS OF APPROVAL

The department's approval of this discharge request is subject to the following conditions:

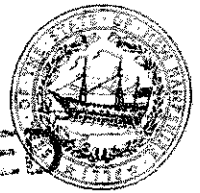
- (1) The indirect discharger shall fully comply with the applicable sewer use ordinance;
- (2) The indirect discharger shall fully comply with all federal, state and local pretreatment standards and requirements;
- (3) Using additional water to dilute effluent or introducing uncontaminated water to the effluent shall not be allowed as a substitute for any pretreatment necessary to maintain compliance;
- (4) The indirect discharger shall not make changes in the type of production, amount of flow, or pollutant characteristics, or any increase in pollutant concentration, without prior approval by the department through the submission of a new industrial wastewater discharge request;
- (5) The approval shall be based on and apply only to the subject discharge request and all associated plans and supporting information as submitted and shall be signed by the indirect discharger's authorized representative; and
- (6) The approval shall become void if the discharge approved does not begin within one year from the date of approval.

Upon receipt of notification from the department that the discharge request is approved, the municipality shall issue a discharge permit to the indirect discharger.

If there are any question or comments concerning this approval, please contact the Industrial Pretreatment Section Supervisor, at the Water Division, telephone 271-2052.



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

RECEIVED

APR 26 2010

BARRY NEEDLEMAN

April 21, 2010

Thomas S. Burack, Chairman
NH Energy Facilities Site Evaluation Committee
NH Department of Environmental Services
29 Hazen Drive, P.O. Box 95
Concord, NH 03302-0095

Re: Application of Laidlaw Berlin BioPower, LLC
Site Evaluation Committee No. 2009-02
Sewer Connection Permit No. D2010-0109

Dear Chairman Burack:

Please find enclosed the Sewer Connection Permit for the above referenced site. DES WWEB has issued this permit to the City of Berlin with the understanding that this project is subject to the Site Evaluation Committee jurisdiction. DES WWEB understands that additional or more stringent permit conditions may be added to those included in the enclosed permit.

If you have any questions, please contact me at (603) 271-2508.

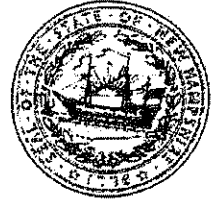
Sincerely,

Sharon L. Nall, P.E.
Design Review Engineer

Enclosure

cc (w/enclosure):

Michael J. Iacopino, Esq
Rene Pelletier, Assistant Director, NHDES Water Division
Harry T. Stewart, Director, NHDES Water Division
Paul L. Heirtzler, Administrator, NHDES WWEB
Michael Walls, Assistant Commissioner, NHDES
Craig Rennie, NHDES AOT/Wetlands
Jape Murray, Secretary, NHSEC
✓ Barry Needleman, Esq.
Dammon M. Frecker, ESS Group, Inc.
Patrick MacQueen, City of Berlin (w/ reviewed plans and specifications in addition to enclosure)



WASTEWATER CONNECTION PERMIT

Project Name: Laidlaw Berlin Biopower
Location: Former Fraser Pulp Mill Property
Engineer: ESS Group, Inc.

Municipality/POTW: Berlin
Official Signature: Patrick MacQueen
Date of Request: 12/15/2009

PERMIT/REQUEST NUMBER

D2010-0109

FLOW: **214,476** gallons/day

APPROVED DATE **4/21/2010**

The Department of Environmental Services has reviewed and hereby approves the request as follows:
Approval of the connection to the municipality's wastewater facilities is based on a review of the supporting information submitted and is subject to the conditions indicated below.

CONDITIONS:

Approval applies only to the sewerage plans and sewer connection request.

This approval will become void if the sewerage construction or discharge has not begun within two years of the approved date.

All sewerage construction must comply with the requirements of Chapter Env-Wq 700, the Standards of Design and Construction for Sewerage and Wastewater Treatment Facilities

DES-reviewed plans/specs for sewers connecting the Laidlaw biopower facility to the City's sewers are enclosed. This permit is under the SEC jurisdiction and, as such, additional or more stringent permit conditions may be added to these conditions.

Issued by:

Sharon L. Nall, P.E.

WATER DIVISION - WASTEWATER ENGINEERING BUREAU - DESIGN REVIEW SECTION

cc: ESS Group, Inc.

APPENDIX II – CITY OF BERLIN AGREEMENT

**STATE OF NEW HAMPSHIRE
SITE EVALUATION COMMITTEE
Docket No. 2009-02**

**Application of Laidlaw Berlin BioPower, LLC, for a Certificate of Site and Facility for a
70MW Biomass Fueled Energy Facility in Berlin, Coos County, New Hampshire**

CITY OF BERLIN EXHIBIT 1

CITY OF BERLIN PROPOSED CERTIFICATE CONDITIONS

I. APPEARANCE ISSUES

1. Upon completion of the biomass plant, the physical appearance of the project, including buildings and landscaping (including deciduous and evergreen trees), shall be reasonably consistent with both the conceptual landscaping plan and supporting narrative provided by John Wacker (the "Conceptual Landscaping Plan") (Exhibit 1A), and the preliminary landscaping scope provide by Laidlaw (the "Laidlaw Scope") (Exhibits 1B and 1C). Laidlaw, at its sole expense, shall develop a full landscaping plan for review and comment by the City of Berlin, New Hampshire ("the City"). Laidlaw understands that it is the City's intent that the full landscaping plan meet the City's expectations before it satisfies this condition, and Laidlaw therefore agrees to work in good faith with the City to accommodate any comments or modifications of the full landscaping plan suggested by the City. In the event that the full landscaping plan developed by Laidlaw does not meet the City's expectations, and Laidlaw does not wish to make further modifications, the parties agree to submit the dispute to private resolution process. The parties recognize that the final landscaping plan must harmonize, to the greatest extent possible, the City's aesthetic wishes and the practical requirements of the infrastructure and equipment required for the generation of electricity. Laidlaw agrees to file the full landscaping plan with the Committee prior to the commencement of construction under the certificate of site and facility ("the Certificate") issued pursuant to RSA 162-H. The landscaping plan shall expressly provide that the City will have the right to review and comment upon the species mix, height, and size of trees selected for planting, and shall further provide that Laidlaw will, at its sole expense, maintain all plantings and replace any dead or diseased plantings as soon as seasonably possible. Laidlaw understands that it is the City's intent that the species mix, height, and size of trees selected for planting meet the City's expectations before it satisfies this condition, and Laidlaw therefore agrees to work in good faith with the City to accommodate any comments or modifications of the full landscaping plan suggested by the City. In the event that the species mix, height, and size of trees selected for planting identified by Laidlaw does not meet the City's expectations, and Laidlaw does not wish to make further modifications, the parties agree to submit the dispute to private resolution process. It should be understood that it may take more than one growing season for new plantings to become established and reach their intended

level of appearance. Facades and structures at the facility shall be painted and/or surfaced in neutral or naturally occurring colors.

2. Laidlaw has agreed to place all newly constructed electrical/transmission lines partially underground and out of sight as follows: Laidlaw has agreed to place the main transmission line from the facility and down Shelby Street underground. At the end of its southerly run down Shelby Street the line shall emerge and be above ground prior to entering PSNH property where the East Side SubStation is located. Prior to the issuance of the Certificate, Laidlaw agrees to provide updated drawings depicting the emergence of the lines from the ground and onto a supporting structure at Shelby Street.

II. NOISE, AIR AND WATER QUALITY ISSUES

1. With respect to air quality, odor and water quality, Laidlaw shall adhere to all applicable New Hampshire and federal standards. With respect to noise, Laidlaw shall keep noise levels during the Project's operation at or below 60dB at the facility's property line from 10 p.m. to 6 a.m., Monday through Saturday, and 10 p.m. to 8 a.m. on Sunday morning. Noise levels shall not exceed 70 dB at the facility's property line at all other times. Laidlaw agrees to be solely responsible for monitoring noise levels at the facility's property line, according to a schedule to be developed with the City, and to take necessary steps to correct any deviations from stipulated dB levels. If such post-operation noise testing demonstrates that the facility is not meeting the stipulated dB levels at the property line, and at the City's election additional mitigation is required, Laidlaw shall implement supplemental sound barriers or such other noise mitigation measures as shall be necessary to comply with the stipulated dB standard at the property line. Laidlaw further agrees to conduct additional noise monitoring for informational purposes at designated monitoring stations at Notre Dame High School and the Lancaster Street Water Tank, and to provide the results of such informational monitoring to the City. In the event that such informational monitoring indicates that dB levels at the designated monitoring stations are exceeding the levels shown in figure (h)(3)(ii)-1 of Laidlaw's application, and that such excesses are clearly attributable to the operation of the facility, Laidlaw agrees to work in good faith with the City to identify the sources of such excesses and explore appropriate mitigation strategies.
2. Laidlaw shall assure that backup safety warning systems used in nighttime operation of yard equipment are of suitable design and operation to minimize noise in the surrounding community. This may include the use of alternative technologies to traditional tonal alarms such as broadband, photocell or radar warning systems, or adjustments to the frequency and loudness of tonal alarms, in addition to the beeper back up signals for daytime operation. Beeper back up signals shall not be used between the hours of 9:00 pm and 6:00 am. Laidlaw's will seek the City's input in selecting between OSHA-approved alternative technologies, and will work in good faith to honor the City's preferences consistent with the need for worker safety. Nothing in this paragraph shall be interpreted to restrict the operation of emergency vehicles or safety equipment required by law.

3. The noise impact of on-site chipping and/or debarking operations shall be mitigated by having the equipment enclosed and operated in a sound protecting enclosed building. The equipment shall be powered by an electric motor rather than a combustion engine.
4. All sounds generated by the facility equipment and operations shall be mitigated to the extent possible so as to be consistent with the limits contained in Laidlaw's SEC Application, and shall otherwise conform to the noise standards in Paragraph II.1, above.
5. The biomass facility shall only be allowed to burn "biomass" as defined by the NH Renewable Portfolio Standard (RSA 362-F:2(II)): "Biomass fuels" means plant-derived fuel including clean and untreated wood such as brush, stumps, lumber ends and trimmings, wood pallets, bark, wood chips or pellets, shavings, sawdust and slash, agricultural crops, biogas, or liquid biofuels, but shall exclude any materials derived in whole or in part from construction and demolition debris.
6. The site shall be designed to minimize truck queuing on the street, provide for smooth flow of on-site traffic, and efficient off loading of trucks (multiple truck dumpers). In addition to this basic design concept, the facility shall post and communicate the State of New Hampshire idling practices to all truck drivers servicing the facility as follows:

New Hampshire rules (Env-A 1101.05 and En v-A 1101.06) prohibit idling of any diesel-powered motor vehicle for more than five minutes when the temperature is above 32°F, or for no more than 15 minutes when the temperature is between 32°F and -10°F. There are no restrictions when the temperature is below -10°F.

In addition, there are no restrictions on idling at any temperature under the following conditions:

- When a diesel-powered motor vehicle is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control;
- When a diesel-powered motor vehicle is being used as an emergency motor vehicle;
- When a diesel engine is providing power takeoff for refrigeration, lift gate pumps or other auxiliary uses, or supplying heat or air conditioning necessary for passenger comfort in those vehicles intended for commercial passenger transportation;
- When a diesel-powered motor vehicle is being operated by a mechanic for maintenance or diagnostic purposes; or
- When a diesel-powered motor vehicle is being operated solely to defrost a windshield.

Laidlaw agrees that when the facility is made aware that any driver is found to have violated the State of New Hampshire idling practices three (3) times within any twelve (12) month period while at the site shall be prohibited from making deliveries to the site for six (6) months from the date of the third violation.

Laidlaw further acknowledges the City's interest in and right to prevent truck queuing on Hutchins Street and to cite drivers for violating any applicable municipal law or ordinance relating thereto, and agrees to prohibit any driver found to have received three (3) citations for queuing on Hutchins Street within any twelve (12) month period from making deliveries to the site for six (6) months from the date of the third citation. Laidlaw also agrees to work with drivers in order to prevent queuing on Hutchins Street by opening the facility's interior gate in the event that more than 16 trucks are waiting to unload at any time during which the interior gate would normally be closed, and to otherwise assist drivers in complying with idling and queuing regulations and ordinances.

Laidlaw recognizes the potential impacts on neighborhoods near the facility, both in terms of noise and odor, of deliveries by rail. Laidlaw agrees to use reasonable efforts to mitigate noise and odor impacts associated with rail deliveries to the facility, including but not limited to scheduling such deliveries, to the extent that such scheduling is within Laidlaw's control, for the hours at which the maximum permitted noise level at the facility's property line is 70dB, as described at Part II.1.

7. The biomass facility shall manage and mitigate dust created from its operations by adhering to the following "Best Management Practices for Fugitive Dust":

Best Management Practices to Prevent Fugitive Dust

The primary potential sources of fugitive dust from biomass facilities fall into the following categories:

- Dust generated by the rotating tires of vehicles traveling on facility roadways and material handling areas.
- Dust generated by high wind conditions from surface 'fines' on storage piles and elevated conveyors;
- Dust generated from open air transfer points of materials between processing locations (e.g. off-loading of wood chips, front end loader drops, conveyor transfer points).
- Laidlaw is integrating design elements into the project and operating procedures that shall minimize fugitive dust emissions using a plan of "Best Management Practices" (BMP). Brief descriptions of the measures that shall be implemented are below.

Dust from Roadways and Other Driving Surfaces

- All facility roadways shall be paved.
- Vehicle speed limits shall be limited and enforced to reduce dust generation from vehicle travel on the paved surfaces within the site.
- Periodic cleaning of site roadways by mechanical sweeping or functionally equivalent methods.

Dust from Wood Chip Handling and Transfer Points

- All vehicles delivering wood chips to the facility shall have loads covered until the time of actual off-loading.
- All off-loading of delivery trucks shall be onto a paved area
- Fuel processing such as chipping, screening and grinding (hogging) shall be performed within enclosed buildings.
- All conveyors shall be covered to prevent exposure of material to wind.
- Water sprays shall be available at transfer points in the event that fuel conditions become overly dry or climate conditions warrant further dust suppression.

Dust from Wood Fuel Storage Piles

- The facility shall minimize the 'fines' content of the fuel by proper specifications developed for acceptable fuel deliveries by fuel suppliers. No large quantities of dry sawdust or other dry fines shall be accepted.
- Water sprays shall be available in the vicinity of the wood chip piles to dampen the surface of the pile, if needed should a condition of dry, windy weather cause the generation of fugitive dust.

Ash Disposal

No waste ash shall be piled or stored outdoors at the facility. All waste ash shall be disposed of at permitted land fill facilities or used as, or integrated into permitted composting or other recycling materials for re-use/re-sale.

III. TRUCK TRAFFIC ISSUES

1. Laidlaw shall not allow wood fuel deliveries between the hours of 9:00 pm to 5:00 am weekdays. Laidlaw shall not allow wood fuel deliveries before 8:00 am or after 6:00 pm on Saturdays. All deliveries are expressly subject to the noise levels specified in Part II.1, and Laidlaw agrees to monitor noise levels at the property line on weekdays between 5:00 am and 6:00 am. In the event that noise levels at the property line on weekdays between 5:00 am and 6:00 am exceed 60dB, and such excesses are clearly attributable to fuel deliveries, then Laidlaw shall not allow wood deliveries before 6:00 am on

weekdays. No wood fuel deliveries shall be allowed on Sundays. Laidlaw shall keep the facility's delivery gate locked during all prohibited hours and shall post a sign on the delivery gate detailing the allowed delivery times. However, Laidlaw shall be allowed deliveries to the facility Saturdays starting at 5:00 am instead of 8:00 am only during the approximate six week period when road bans are in effect which bans require truckers to drive on frozen roads. (This ban on certain roads results in loggers having to work night shifts and to deliver their loads before the sun starts melting roadways in early morning.)

2. Laidlaw shall work with the City to develop truck traffic safety and routing procedures and policies to establish the most appropriate routing for trucks traveling to and from the plant while in the City of Berlin. Laidlaw acknowledges the City's interest in and right to establish mandatory municipal truck traffic safety and routing ordinances within City limits. Laidlaw further agrees, once it has been made aware of a violation, to prohibit any driver found to have received three (3) citations for violating applicable truck traffic safety and routing ordinances within any twelve (12) month period from making deliveries to the site for six (6) months from the date of the third citation.
3. Laidlaw shall develop a truck delivery policy which shall be communicated to all truck drivers for the safe and environmentally conscious truck operation in the City of Berlin. This delivery policy shall include a provision which shall clearly state that enforcement action will be taken by Laidlaw against any trucks that repeatedly violate any safety, noise, air quality or dust related requirements (including all applicable provisions contained in Article II: NOISE, AIR AND WATER QUALITY).

IV. COMMUNITY BENEFITS

1. Laidlaw shall fund the design, development, and construction of a "River Walk" along the east bank of the Androscoggin River, in the vicinity of the facility. Laidlaw shall be solely responsible, either itself or through a contractor of its own selection, for the arrangement for and execution of all construction work necessary to complete the River Walk. The City will contract with a party of its selection for the design of the River Walk which shall resemble, to the greatest extent possible, the Conceptual Landscaping Plan and the Laidlaw Scope, with the understanding that the final River Walk design must harmonize, to the greatest extent possible, the City's aesthetic wishes and the practical requirements of the infrastructure and equipment required for the generation of electricity. The City will provide Laidlaw with an opportunity to review and comment upon the final River Walk design, and agrees to work in good faith to accommodate any comments or suggestions that Laidlaw may provide. In the event that the River Walk design developed by the City does not meet Laidlaw's expectations, and the City does not wish to make further modifications, the parties agree to submit the dispute to private resolution process. Laidlaw shall provide to the City a permanent easement for the River Walk, the size and location of which shall be specified in the final design and which will not interfere with the construction or operation of the facility. The River Walk shall include three (3) interpretive signs depicting specific cultural and historical aspects of the City and region, the content of which shall be determined by the City. Laidlaw will integrate the City's River Walk design into the full landscaping plan described in Part I.1, which shall be subject to the comment and review provisions set forth therein. The City

shall be responsible for permitting the River Walk consistent with all applicable state and local requirements. Following the completion of construction, Laidlaw shall pay to have a professional engineer selected by the City certify that the River Walk meets all applicable safety and construction criteria. Laidlaw shall also require the contractor who builds the River Walk to provide a commercially reasonable, industry-standard general warranty to the City against any material construction defects in the River Walk, which general warranty shall expressly state that it is directly enforceable by the City. Laidlaw's funding responsibilities for the River Walk shall be as follows: Laidlaw shall bear all construction costs for the River Walk. Additionally, Laidlaw shall provide \$325,000 from which all costs incurred by the City in connection with the River Walk or other aspects of the site evaluation process, including but not limited to design costs and permitting costs, shall be repaid. Laidlaw shall then place whatever remains of the \$325,000 after payment of all the City's expenses incurred in connection with the River Walk into a maintenance fund accessible to the City for use in the maintenance of the River Walk. Once the professional engineer has certified that the River Walk meets all applicable safety and construction criteria, the responsible contractor has provided the requisite warranty, the City's expenses are paid, and Laidlaw has fully funded the maintenance fund, the City shall assume all maintenance obligations with regard to the River Walk going forward. The City will assume premises liability associated with the River Walk, except that the City shall not assume any liability for existing or future environmental conditions at or in the vicinity of the River Walk or on the eastern bank of the Androscoggin River.

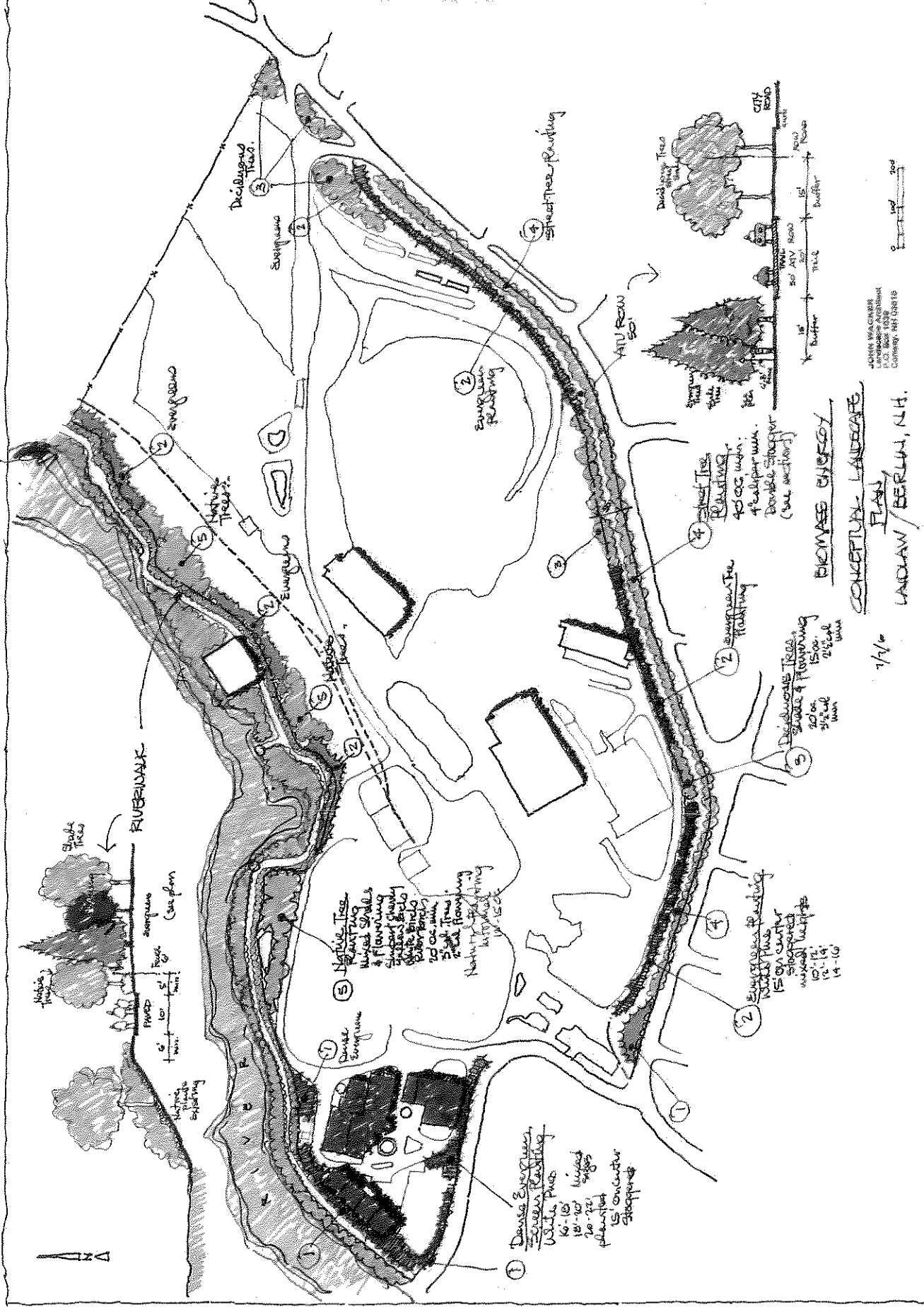
2. Laidlaw shall work in good faith with the City, the New Hampshire State Bureau of Trails and the local snowmobile and ATV clubs to develop an ATV/Snowmobile trail along the Hutchins/Coos street site boundary. The final design will resemble, to the greatest extent possible, the relevant portions of the Conceptual Landscaping Plan and the Laidlaw Scope. Construction of the ATV/Snowmobile trail shall be the responsibility of the relevant ATV/Snowmobile club. The relevant ATV/Snowmobile clubs and/or other third parties shall assume maintenance obligations and premises liability. Laidlaw will provide a permanent easement for the trail, the size and location to be determined after the final design is completed.
3. Laidlaw, at its expense shall remove the old barb wire fence and erect a new black, vinyl coated, chain link fence without barbed wire along the entire perimeter of the site inside of the River Walk along the Androscoggin River and inside of the ATV and Snowmobile trail. There shall be no barbed wire along the facility's exterior boundaries.
4. Laidlaw agrees to sponsor local events and social activities for the benefit of the community. The amount of such sponsorships and donations as well as the receiving party shall be determined by and its affiliates in the ownership and operation of the facility. Laidlaw has already sponsored events and donated to youth hockey. Laidlaw shall continue to be a community sponsor before, during and after construction of the energy facility.
5. Laidlaw shall facilitate plant and site tours in order to help educate the general public and to foster an understanding of the benefits of green alternative biomass energy.

6. To the greatest extent possible and if technically and economically feasible, Laidlaw shall offer low-cost thermal energy to businesses that wish to co-locate on the site. Laidlaw has entered into an agreement to provide hot water generated from waste heat to the Gorham paper mill. To the extent possible, Laidlaw further agrees to make excess hot water available to co-located businesses on as favorable terms as possible, with the understanding that additional potential users beyond the Gorham mill shall be subject to the availability of excess energy as determined by engineering studies.
7. To the extent that qualified help is available locally, Laidlaw shall work with its contractors to prioritize the hiring of local workers, both for the construction phase of the project as well as for the operating phase after construction has been completed. During the construction phase, Laidlaw shall request construction contractors to list job openings with the NHWORKS office for recruiting purposes. Laidlaw shall work with the local New Hampshire Works office, the White Mountains Community College, and/or other applicable local organizations to achieve as much local hiring and recruiting as possible consistent with the needs of the facility's operation.
8. To the extent feasible and economically reasonable, Laidlaw shall use its best efforts to prioritize the purchase of wood fuel from local owner/operators, so long as the fuel is procured from timber harvests that adhere to Laidlaw's Sustainability and Procurement Policies.
9. Laidlaw, at its sole cost and expense, shall build a paved, seventeen space community parking lot on Community Street near the intersection with Coos Street and provide an easement for same to the City of Berlin provided that the City assumes the cost of maintenance and liability associated with such parking lot.
10. Laidlaw, working with local educational institutions, shall help establish an ongoing student intern program where students interested in alternative energy would have an opportunity to work and learn about the biomass energy facility.
11. Whether or not a Payment In Lieu of Taxes is negotiated with Laidlaw is the exclusive right and responsibility of Laidlaw and the City.
12. Laidlaw shall manage all excavations and excavated materials in accordance with New Hampshire DES standards, including, without limitation, a Soils Materials and Management Plan as reviewed and approved by New Hampshire DES.
13. Laidlaw agrees to fully fund the Scope of Work for Phase II Environmental Site Characterization dated August 10, 2010/File No. 10007A00 by New England EnviroStrategies, Inc. (the "Scope of Work") (Exhibit 1D) in order to investigate subsurface conditions at the Site and evaluate possibilities for its redevelopment. Laidlaw, at its sole expense, will fund the Stage 1 Source Area Investigations, the Stage 2 Expanded Mill Yard Investigations, and the Stage 3 Periphery Investigations, as fully described in the Scope of Work, with Laidlaw's expenditures thereon not to exceed \$125,000. Performance of the Scope of Work shall be conducted, to the greatest extent possible, so as not to interfere with construction of the facility, and the parties will work

in good faith to complete the performance of the Scope of Work prior to the commencement of construction under this Certificate. Laidlaw agrees to provide full access to the site to the City and its representatives and to New England EnviroStrategies, Inc. for the performance of the Scope of Work, with the understanding that such access must not interfere with construction of the facility and subject to New England EnviroStrategies, Inc.'s providing Laidlaw proof of insurance coverage satisfactory to Laidlaw for its presence and activities at the site. In the event that the implementation of the Scope of Work requires participation in public or regulatory meetings or the preparation of Agency approved Work Plans or Quality Assurance Project Plans, as fully described in the Scope of Work, Laidlaw shall participate and support the City in such meetings and/or applications. Nothing in this paragraph 15 shall waive or compromise the Covenant Not To Sue In re: Acquisition of Berlin/Gorham Mills; The Mt. Carbury Landfill; and Certain Hydroelectric Assets dated May 30, 2002, as the same shall be amended or modified from time to time (the "Covenant Not To Sue"). Subject to Laidlaw's full funding and upon the full performance of the Scope of Work in accordance with this paragraph, the City agrees to waive any right it may have to sue or otherwise impose liability upon Laidlaw for subsurface conditions existing at the site prior to and as of the date of this Certificate, including but not limited to the City's Notice of Intent to Sue under the federal Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., dated January 13, 2010 and addressed to PJPD Holdings, LLC. Nothing in this paragraph or in these stipulations as a whole shall be construed to waive any right of the City to seek to impose liability upon Laidlaw or any other party for any new release or contamination arising after the date of this Certificate, or for any conditions existing at the site prior to and as of the date of this Certificate that are altered or otherwise affected by actions taken after the date of this Certificate, which rights are expressly reserved. This paragraph is intended to extend to Laidlaw from the City the same protections as afforded by Part 2 of the Covenant Not To Sue, and to Reserve for the City rights no less than those reserved in Part 4 of the Covenant Not To Sue, and shall be interpreted accordingly.

14. Laidlaw shall regularly consult with and inform the City Fire Department on its emergency and safety procedures and shall maintain and submit to the City's Emergency Planning Committee and Fire Department material safety data sheets (MSDS) for any hazardous chemicals used or stored at the facility.
15. These stipulations shall be binding on both the City as well as Laidlaw and its successors and assigns.

A



JOHN WAGNER
Landscape Architect
CONCEPTUAL LANDSCAPE

BIOBASE GROUP
CONCEPTUAL LANDSCAPE
PLAN
LANDAU / BERLIN, N.H.

1/10

10' 0"

5' 0"

2' 0"

1' 0"

0' 6"

0' 3"

0' 1.5"

0' 0"

0' 0"

0' 0"

0' 0"

0' 0"

0' 0"

0' 0"

CONCEPTUAL LANDSCAPING PLAN: SUPPORTING NARRATIVE

Landscaping at the proposed Laidlaw Berlin BioPower facility in Berlin, New Hampshire (“the facility”) shall resemble, to the greatest extent possible, the conceptual landscaping plan provided to the City of Berlin by landscape architect John Wacker on July 7, 2010 (the “Conceptual Landscaping Plan”).

Overall Landscaping: Plantings around the facility will be a mix of evergreens and native deciduous species, as illustrated in the Conceptual Landscaping Plan. Evergreen plantings will be of White Pine, and deciduous plantings will be a mix of Yellow, White, and River Birch (nonflowering) and Shubert Cherry (flowering), as well as other selected deciduous species. Species groupings and planting dimensions are indicated by numbers that correspond to lists on the Conceptual Landscaping Plan. Plantings will be in at least double-staggered rows on straight runs, and will be in more informal, naturalized groupings where indicated. Plantings will range between 15’-40’ on center, and will be of mixed height and caliper.

River Walk: Plantings along the River Walk will be a mix of evergreen and native deciduous species, and will be of sufficient height and density to provide a visual and aural buffer for persons on the River Walk. The cross-section of plantings along the River Walk will conform as closely as possible to the illustration in the upper left-hand quadrant of the Conceptual Landscaping Plan. The usable surface of the River Walk will be 10’ wide, so as to simultaneously permit multi-directional travel by a variety of users, with a minimum of 5’-6’ of additional graded surface on either side. The River Walk will be constructed on a 25’-wide easement from Laidlaw to the City, and will be of a permeable surface as required by NH DES shoreland protection regulations. Boardwalks and/or retaining walls will be included in the River Walk so far as necessary for compliance with the federal Americans With Disabilities Act. A black, vinyl-coated chain link fence, of minimum height 42”, will run along the boundary between the facility and the easement boundary.

ATV/Snowmobile Trail: Plantings along the ATV/Snowmobile Trail will be a mix of evergreen and native deciduous species, as indicated in the Conceptual Landscaping Plan, and will be of sufficient height and density to create a landscape-buffered corridor surrounding the trail. The usable surface of the trail will be 20’ feet wide, so as to accommodate multi-directional use and necessary trail-grooming equipment, and will be constructed consistent with the illustration in the bottom right-hand quadrant of the Conceptual Landscaping Plan. The ATV/Snowmobile Trail will be constructed on a 50’ easement from Laidlaw to the City.

B

5/10/10

DRAFT

Laidlaw Berlin BioPower, LLC

LIDLAW BERLIN BIOPOWER, LLC

DESIGN DOCUMENT

LBB/DD/001

LANDSCAPING SCOPE

- 1 PURPOSE
- 2 SCOPE
- 3 DESIGN
4. PERMITTING
5. MAINTENANCE
6. SCHEDULE
7. REFERENCES

1. PURPOSE

Laidlaw Berlin BioPower LLC (“LBB”) is developing a nominal 70 MW gross output power plant, fired on woody biomass (the “Project”) to be located on a site in Berlin, New Hampshire.

The Site (approximately 62 acres) for the Project, formerly occupied by the Fraser Pulp Mill (also known as the Burgess Mill), is bounded to the north and northwest by the Androscoggin River, to the south and southeast by Community Street, Coos Street and Hutchins Street and to the northeast by the remaining portion of the former pulp mill parcel, this property being currently vacant and zoned Industrial/Business.

The purpose of this Design Document is to describe the landscaping work required to provide community access along the northern and southern boundaries, as detailed further below. It is not the purpose of this document to detail all the landscaping to be provided on the Site, except in so far as required to clarify the scope of requirements for the community access. This document also clarifies the responsibilities between the various parties.

2. SCOPE

2.1 Conceptual Landscaping Plan

A conceptual landscaping plan (Ref 1) has been prepared by the ESS Group, Inc., the Project’s environmental consultants, following discussions between the Project and the City as represented by the EFSEC Advisory Committee. This plan should be read in conjunction with this document and both will be updated as required to reflect the final landscaping requirements to provide the agreed community access.

2.2 Community Access

Community access is to be provided in three ways, namely:

- A riverside walk along the northern/northwestern boundary to the Site
- A snowmobile/all terrain vehicle (ATV) trail along the southern/southeastern boundary to the Site
- A community parking lot on the southwestern corner of the Site

Each of these is described further below.

2.2.1 Riverside Walk

It is intended to provide a riverside walk within the Site’s current property boundary along the whole of the northern/northwestern boundary to the Site. The riverside walk is expected to be designated as a trail for ‘pedestrian recreational use’. This walk will terminate at the Site boundary in the southwestern corner of the Site at the end of Community Street and at the northwestern corner it will terminate at the Site boundary with the adjacent property to the northeast. Any extension of

the walk beyond the Project Site's southwestern or northern/northeastern property boundaries will be the responsibility of the City.

Near the southwestern corner the path will pass very close by the Project's cooling towers which may, due to the path being within the property boundary, subject walkers to higher levels of noise than will be experienced at the receptor points identified in the noise modeling studies carried out for the Project (see Section h(3)(ii) of Ref 2). While it is not expected that these noise levels will be harmful to anyone walking by, LBB is not responsible for implementing any additional measures beyond those already identified in Ref 2, which are intended to make sure the plant is in compliance with its obligations at the property boundary and/or relevant receptor points. As part of its planned noise mitigation measures LBB expects to provide a noise barrier alongside the cooling towers and this will provide some mitigation also to walkers.

The riverside path will pass very close to the former Riverside Newsprint Shipping Department, or "newsprint building". LBB expects to stabilize the building, clean it out, repair the roof as necessary and seal up the building in order to protect it pending possible future restoration by others. It will be necessary to provide a fence around this building to prevent unauthorized access. LBB will provide the surfaced path and any steps, according to the design requirements laid out in Section 3.1 below.

Any signage required along, or at the ends of, the path will be the responsibility of the City to provide. LBB is willing to cooperate with the Plymouth State University to provide two information signs depicting Brown Company history at suitable points along the path.

The riverside walk will be fenced by LBB immediately adjacent to the Project's side of the walkway to prevent unauthorized access to the Project Site. Any old fencing along the line of the path will be removed by LBB.

2.2.2 Snowmobile/ATV Trail

The snowmobile/ATV trail will go from the corner of Community Street and Coos Street in the southwest of the property to the northern/northeastern property boundary along Hutchins Street. The detail arrangement near the truck entrance is yet to be resolved; LBB will discuss this with the local snowmobile/ATV club to clarify. Any extension of the trail beyond the Project Site's southwestern or northern/northeastern property boundaries will be the responsibility of the City.

LBB will construct the trail, according to the design requirements laid out in Section 3.2 below.

The trail will be fenced by LBB immediately adjacent to the Project's side of the trail to prevent unauthorized access to the Project Site. No fencing is to be provided between the snowmobile/ATV trail and Hutchins Street or Coos Street. Any old fencing along the line of the trail will be removed by LBB.

2.2.3 Community Parking Lot

A parking lot will be provided on the corner of Community Street and Coos Street to serve the nearby ballfield. Access to the parking lot will be from Community Street.

LBB will construct the parking lot, according to the design requirements laid out in Section 3.3 below.

Parking orientation and traffic flow will be the sole responsibility of the City.

The parking lot will be fenced by LLB immediately adjacent to the Project's side of the parking lot to prevent unauthorized access to the Project Site. No fencing is to be provided between the community parking lot and Community Street or Coos Street. Any old fencing in the area of the parking lot will be removed by LBB.

Lighting will be provided in accordance with the Site Lighting Plan, drawing number 193.01-E71A-A, provided with the Laidlaw EFSEC Application (Ref 2).

2.2.4 Landscaping Within Project Fenceline

The landscaping plan shows various areas of planting within the Project fenceline. Three broad areas of planting are proposed; alongside the riverside walk (apart from anything around stormwater ponds); a buffer of planting of 5 feet in width or greater is proposed alongside the snowmobile/ATV trail vegetation alongside; and a narrow planted screen alongside the North of Community Street opposite the ballfield is planned as depicted in the Photo Simulation entitled "View from Community Street Ballfield" Figure (h)(3)(iv)-2 Laidlaw EFSEC Application (Ref 2). [Some planting to the Project side of the perimeter fenceline may be appropriate, but this has not yet been addressed. Do we need to consider more extensive planting along side the riverwalk or is what is shown on the current landscaping plan sufficient?]

LBB will generally provide the landscaping and planting, according to the design requirements laid out in Section 3.4 below.

It has been suggested that a community effort be planned to plant any trees provided by LBB.

No sprinkler system will be provided.

Landscaping of the various stormwater ponds is not addressed in this note, but this will be completed by LBB.

3. DESIGN

3.1 Riverside Walk

The surfaced part of the riverside walk provided by LBB will be generally no more than 4-6 feet in width, although it is intended to provide an overall right of way of 10 feet, subject to the topography

of the riverside allowing, so that mechanical brush clearance can take place if desired. The surface of the path is expected to be generally of gravel / grass and rock

Where the gradient requires it, steps will be provided by LBB; it is anticipated that this will be required in the vicinity of the cooling towers.

The current landscaping plan also shows the riverside path running along the riverside of the fence around the T-1 Transformer Site. However field observations indicate that the land drops off too severely outside that fenceline to construct the path there without major grading changes and installation of a retaining wall. The preferred solution is to move the riverside T-1 perimeter fenceline to the south several feet and hence allow the path to be constructed along the crest of the paved berm that surrounds the area (the entire T-1 Site area is paved to provide a cap over the PCB contaminated soils). Such a move of the fence will require agency approvals.

Simple railings will be provided where necessary by LBB on the riverside of the path. However such railings are unlikely to deter a deliberate attempt to exit the walkway and approach the riverbank. LBB will work with the City to determine the locations of the railings. LBB will not be able to take any responsibility for the consequences of people leaving the path on the riverside, no matter how this may occur.

LBB proposes that the scenic viewing area be provided with two picnic benches.

Fencing provided by LBB will be of the standard 6 ft chain-link type fence, finished in black, in common with other security fencing planned to be used around the Site.

3.2 Snowmobile/ATV Trail

The snowmobile/ATV trail will be 15 feet wide and rough graded, but not surfaced.

Fencing provided by LBB will be of the standard 6 ft chain-link type fence, finished in black, in common with other security fencing planned to be used around the Site.

3.3 Community Parking Lot

The parking lot will be surfaced with gravel suitable for cars and light vehicles and is intended solely for summer use.

Fencing provided by LBB will be of the standard 6 ft chain-link type fence, finished in black, in common with other security fencing planned to be used around the Site.

3.4 Landscaping Within Project Fenceline

The type and density of planting to be provided needs to be agreed with the City, but is expected to be of a type naturally found in the area. Fast growing white pine trees where a significant barrier is required is proposed rather than hardwood trees which will take much longer to reach maturity; otherwise a mixture of white pine and native mixed wild grass seed is proposed.

Landscaping and planting of the stormwater ponds will be carried out in accordance with the requirements of the stormwater permit.

4. PERMITTING

The City will be responsible for obtaining any permits required for the riverside walk, snowmobile/ATV trail and the community parking lot. The City will provide LBB with a copy of all permit applications made and responses received and give LBB opportunity to comment as appropriate. Copies of approvals received will also be given to LBB, together with full details of any conditions imposed.

It needs to be confirmed that the granting of an easement(s) to the City for the riverside path, for the snowmobile/ATV trail and for the community parking lot, can provide the necessary assurances concerning liability that LBB will require. Currently LLB anticipates that granting of an easement(s) is preferred rather than deeding the strips of land back to the City.

Due to the challenging topography on the river side of the T-1 Transformer Site it will be desirable to move the T-1 perimeter fence that runs along the river side south by several feet to better accommodate the riverside path. ESS carried out a Phase I environmental assessment (Ref 3) which noted that "A deed restriction has been or will be placed on the T-1 Site that will restrict future use of this area" and "The asphalt/clean soil cap must be maintained and the T-1 area must remain undisturbed in accordance with deed restrictions" and that both EPA and NHDES are involved with this site. Moving the fence will require agency approval(s). The City will need to address this in gaining the relevant approvals for the riverside walk.

LBB notes that the riverside walk is in various parts located within the 50 foot waterfront buffer and the City will need to obtain a permit from NHDES. In particular the impact on the design of the walk from protecting endangered species which normally are expected to benefit from the setback having natural vegetation needs to be considered.

The easement for the snowmobile/ATV trail will need to take into account the requirement for future access to the property at various points along the trail for future potential tenants of the site. Approximate expected locations for such access are shown on the landscaping plan.

5. MAINTENANCE

5.1 Riverside Walk

Maintenance of the riverside walk will be the sole responsibility of the City. It is expected that every year the riverside walk will be closed off by the City, with a suitable barrier and signage, from November 1st until April 15th.

5.2 Snowmobile/ATV Trail

Maintenance of the snowmobile/ATV trail will be the responsibility of the local snowmobile/ATV club.

5.3 Community Parking Lot

Maintenance of the community parking lot, including the lighting, will be the sole responsibility of the City.

5.4 Landscaping Within LBB Fenceline

Maintenance of the landscaping and planting within the Project Site's security fence will be the responsibility of LBB.

6. SCHEDULE**6.1 Permitting**

All easements required to be granted by LBB and all permits required to construct the riverside path, snowmobile/ATV trail and community parking lot will need to be in place prior to the issuance of the Certificate of Site and Facility expected to occur before Oct 1, 2010.

6.2 Construction

LBB expects to carry out construction of the various facilities as part of its overall project construction activities to allow it to be completed in the most economic manner. Landscaping and planting is usually carried out towards the end of such a project, and the timing of planting itself is also subject to seasonal considerations.

7. REFERENCES

Ref #	Document #	Title	Date
1	LL-B DRAFT	Biomass Energy Facility, Berlin NH, Conceptual Landscape Plan*	2 nd February 2010

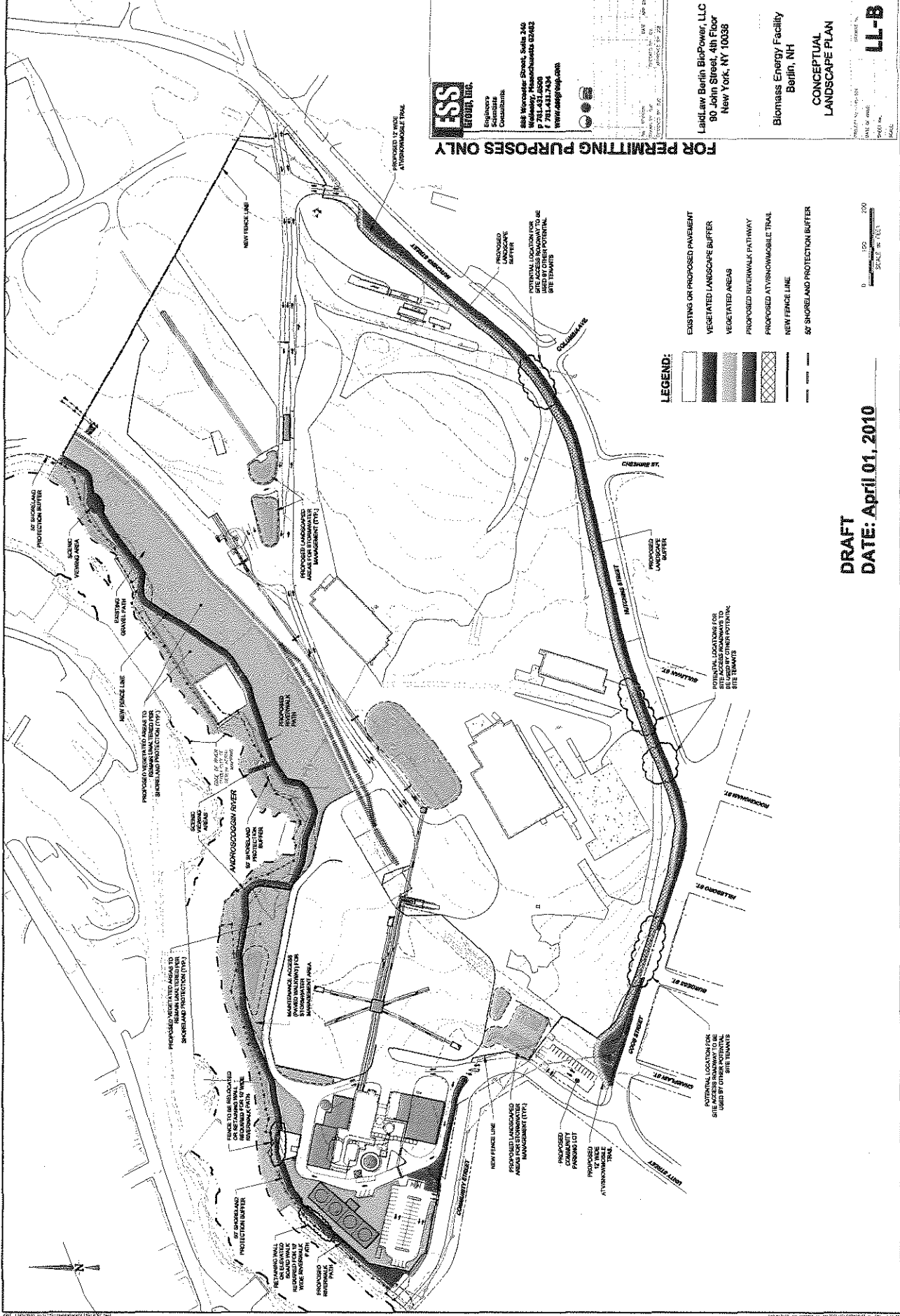
*To be revised as per final document.

o

C

C

C



ESS
 ENGINEERS
 SCIENTISTS
 CONSULTANTS

400 Newmarket Street, Suite 210
 Berlin, NH 03570
 P 781.431.7000
 F 781.431.7434
 www.ess-nh.com

Laidlaw Berlin BioPower, LLC
 80 John Street, 4th Floor
 New York, NY 10038

Biomass Energy Facility
 Berlin, NH

**CONCEPTUAL
 LANDSCAPE PLAN**

LL-B

FOR PERMITTING PURPOSES ONLY

- LEGEND:**
- EXISTING OR PROPOSED PAVEMENT
 - VEGETATED LANDSCAPE BUFFER
 - VEGETATED AREAS
 - PROPOSED REVERWALK PATHWAY
 - PROPOSED ATYISKNOWLEDGE TRAIL
 - NEW FENCE LINE
 - 50' SHORELAND PROTECTION BUFFER



DRAFT
DATE: April 01, 2010

10/10/10 10:00 AM C:\Users\jld\Documents\Biomass\Biomass_Energy_Facility_LL-B.dwg
 10/10/10 10:00 AM C:\Users\jld\Documents\Biomass\Biomass_Energy_Facility_LL-B.dwg
 10/10/10 10:00 AM C:\Users\jld\Documents\Biomass\Biomass_Energy_Facility_LL-B.dwg

D

August 10, 2010
File: 10007A00

Downs Rachlin Martin PLLC
8 South Park Street, PO Box 191
Lebanon, New Hampshire 03766

Attention: Peter D. Van Oot, Esq.

Subject: Scope of Work for Phase II Environmental Site Characterization
Former Burgess Mill Brownfields Site
Berlin, New Hampshire

Dear Attorney Van Oot:

New England EnviroStrategies, Inc. (NE2S) is pleased to submit this scope and budget estimate for Phase II site characterization services in support of the Burgess Mill Brownfields redevelopment project, located in the City of Berlin New Hampshire. This scope of work is based upon our meeting with you and the City, our site visit, and knowledge of the area from our previous work.

BACKGROUND

The City of Berlin is interested in exploring potential redevelopment options for an approximate 60 acre area located along the eastern side of the Androscoggin River. Portions of this site have historically been utilized for manufacturing of wood pulp for use in papermaking. The City of Berlin currently lacks sufficient information regarding the nature and extent of contamination at the site which may affect potential re-use scenarios. Several Phase I Environmental Site Assessments (Phase I ESAs) have been conducted at the site, but these have generally focused on building structures of the former mill complex. Many of these structures no longer exist as a result of demolition and removal during the past 18 months.

Of greater concern to the City of Berlin is the potential for subsurface contamination from the 100+ years of mill operations for which little information is available. The series of Phase I's from past years were not followed up with invasive Phase II studies which would have quantified the Recognized Environmental Conditions (RECs) at the site. Before redevelopment of this brownfields site can move forward under the auspices of the State Brownfields Program, additional information will be required.

Before embarking on investigation and characterization efforts, the City of Berlin requires some understanding of the magnitude of cost it will likely face to facilitate redevelopment. In view of these concerns, New England EnviroStrategies, Inc. (NE2S) is providing a cost estimate for Phase II work at the Berlin site, structured in three stages which are outlined as follows:

- Stage 1: Source area investigations (approx. 10A)
- Stage 2: Expanded mill yard investigations (approx. 20-30A)
- Stage 3: Periphery investigations (approx. 20-30A)



Please see **Figure 1** (attached), showing approximate Stage areas for this Scope of Work in the context of historic (1998) and current (2009) site conditions.

SCOPE OF SERVICES

STAGE 1: SOURCE AREA INVESTIGATION

Background data compilation and evaluation

Historic background data will be reviewed and compiled into a site-specific geospatial database. Historic site surveys, aerial photos, Sanborn Fire Insurance Maps, USGS topographic maps, and other sources of historic land use information will be digitized and georeferenced for input into a spatial database for use in a Geographical Information System (GIS). Using a database oriented approach, NE2S staff is able to efficiently review and evaluate information from widely varying sources within a common geographic datum and present all site data in a useful platform for City planning purposes.

Development of initial conceptual site model

Once data have been compiled and evaluated, NE2S will develop an initial conceptual site model which will be used to guide environmental investigations at the site. The conceptual site model will be continually evaluated and revised as new data are developed or become available.

Subsurface Investigations (MIP/MWP)

NE2S proposes to use an adaptive site characterization method to collect real-time soil and groundwater characterization data in targeted areas of concern (to be identified in the background data evaluation). The collection of real-time data using a Membrane Interface Probe (MIP) and Modified Waterloo Groundwater Profiler (MWP) will facilitate the identification of environmental subsurface conditions in soil and groundwater (respectively). By using this technology, NE2S will be able to characterize subsurface conditions with fewer field mobilizations and adapt the sampling strategy based on real-time data collection. Due to the size of the area to be characterized, traditional exploration techniques could potentially require significantly greater number of borings and several rounds of field mobilization, data collection, and evaluation.

Soil Boring and Monitoring Well Installation

NE2S proposes to advance up to 20 Geoprobe soil borings at locations to be determined based on the findings of background data evaluation and the MIP/MWP investigation. Up to 10 borings will be completed as 1" diameter monitoring wells. Borings will be advanced down to a maximum depth of 20 feet. Soil borings will be sampled continuously and field screened with a photoionization detector (PID).

(STAGE 2: EXPANDED MILL YARD INVESTIGATION)

The second stage of investigation will seek to address any data gaps identified as part of Stage 1 characterization efforts, with expanded focus to include the northerly mill yard area. The focus of investigation will be derived from review of historical information, site observations, interviews with former employees regarding site usage and areas of interest



for redevelopment by the City, (e.g. location; presence of infrastructure; topography) Once key areas are identified, NE2S will advance 10-15 additional Geoprobe soil borings in these areas. Up to 10 borings will be completed as 1" diameter monitoring wells. Borings will be advanced down to a maximum depth of 20 feet. Up to 10 additional shallow (~2 ft) borings will be advanced via Geoprobe and/or hand auger. Soil borings will be sampled continuously and field screened with a PID. Select soil samples will be collected and submitted for laboratory characterization of RCRA 8 metals, PAHs, and VOCs Based on the findings of observation and/or field screening. Up to 10 soil samples will be submitted for laboratory analysis of PCBs, as deemed necessary.

(STAGE 3: PERIPHERY INVESTIGATIONS)

Additional subsurface exploration will be conducted in periphery areas generally north and east of the former mill facility. NE2S will advance up to 10 additional Geoprobe soil borings completed as 1" diameter monitoring wells, at locations of interest. Borings will be advanced down to a maximum depth of 20 feet. Soil borings will be sampled continuously and field screened with a PID. Select soil samples will be collected and submitted for laboratory characterization of RCRA 8 metals, PAHs, and VOCs Based on the findings of observation and/or field screening. As part of the periphery investigations, NE2S will also conduct a review of regulatory documentation for the Dummer Landfill (NHDES #198704035) and provide a written summary of environmental conditions within the context of potential re-use scenarios for this property.

Groundwater Sampling

NE2S will collect groundwater samples using low flow sampling methodologies from all newly installed monitoring wells following adequate well development and stabilization. The number of groundwater samples to be collected and parameters to be analyzed by laboratory characterization will depend on the results of background data evaluation and field investigations. Groundwater samples will likely be submitted for laboratory analysis of PAHs, RCRA metals and VOCs based on historic industrial operations.

Report Preparation

NE2S will summarize the findings of background data evaluation and site investigations in the form of technical Phase II report(s) for the site, depending on the sequencing of the field efforts. Each report will be structured such that it may be submitted to project stakeholders and NHDES for review. NE2S will prepare a separate letter report with discussion of these findings within the context of potential re-use scenarios for the City's considerations.

COSTS

This scope of work is based upon a preliminary review of historic site information. A range of costs associated with this work is presented below, as actual costs will vary depending on the number of borings advanced and the number of samples submitted for laboratory analysis.

- Stage 1: Source area investigations - \$55-65K
- Stage 2: Expanded Mill yard investigations - \$25-30K
- Stage 3: Periphery investigations - \$15-20K



Each stage is additive and dependent upon the previous work. This scope does not assume time and costs for public or regulatory meetings, or for preparation of Agency approved Work Plans or Quality Assurance Project Plans (QAPP). If the Work Plan and QAPP step is necessary, then that scope would need to be added to the Stage 1 costs (approximately \$7.5K), and then the work plan and QAPP updated for the subsequent stages (approximately \$3K for each stage).

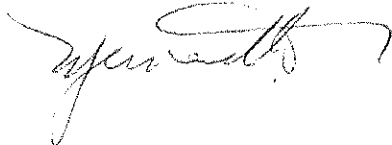
In summary, to provide a sufficiently detailed environmental evaluation of the 60 acres former mill area and Dummer Landfill, for the purposes of identifying redevelopment costs, the scope will cost in the range of \$95K to \$130K.

SCHEDULE

We anticipate that the Stage 1 investigation, evaluation, and reporting will take roughly 8-10 weeks, assuming that we use standard laboratory analytical turnaround times. Expedited laboratory turnaround can be requested for a surcharge in order to facilitate more timely completion of this work, as necessary. Additional stages of work would take approximately 4 to 6 weeks each, if done sequentially. Or, if desired, all three stages can be done roughly in parallel over an approximately 14 week timeframe resulting in one comprehensive report, rather than three deliverables.

If you would like to receive a proposal specifically for execution of any or all of the above scope of work, we would be happy to provide that. We appreciate the opportunity to submit this scope of work and we look forward to our further association with you on this when the City decides what it wants to have performed. Please don't hesitate to call at 603.856.8815 if you wish to discuss this scope of work.

Sincerely yours,
NEW ENGLAND ENVIROSTRATEGIES, INC.



Muriel S. Robinette
President

Attachment






1998 AERIAL PHOTO

2009 AERIAL PHOTO



NE2S Proposed Scope of Work Area

-  Stage 1
-  Stage 2
-  Stage 3

0 200 400 800 Feet

DATA SOURCES:
Aerial photos obtained from NH GRANIT

New England
ENVIROSTRATEGIES, INC.

PROPOSED SCOPE OF WORK
PHASE II ESA
BERLIN, NEW HAMPSHIRE

Site Figure

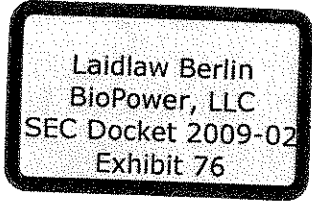
August 2010

Figure 1

09/27/10 10:59:09 AM

APPENDIX III – SUSTAINABILITY CONDITIONS

All References contained herein to the document entitled “*Good Forestry in the Granite State: recommended Voluntary Forest Management Practices for New Hampshire*” are to the 1997 version and include all subsequent amendments, editions and re-publications.




STATE OF NEW HAMPSHIRE
BEFORE THE
ENERGY FACILITY SITE EVALUATION COMMITTEE

APPLICATION OF LAIDLAW BERLIN BIOPOWER, LLC FOR A CERTIFICATE OF SITE
AND FACILITY

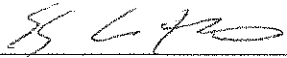
DOCKET NO. SEC 2009-02

**STIPULATION OF LAIDLAW BERLIN BIOPOWER, LLC
AND COUNSEL FOR THE PUBLIC**

Applicant Laidlaw Berlin BioPower, LLC and Counsel for the Public stipulate that the Proposed Sustainability Conditions attached as Exhibit A may be included as conditions of a Certificate of Site and Facility issued to the Applicant.



Barry Needleman
Counsel for Laidlaw Berlin BioPower, LLC



K. Allen Brooks
Peter Roth
Counsel for the Public

LIDLAW BERLIN BIOPOWER, LLC SUSTAINABILITY CONDITIONS

Laidlaw Berlin Biopower, LLC (LBB) proposes these sustainability conditions be attached to its Certificate of Site and Facility.

Procurement Standards and Practices.

1. LBB's procurement personnel shall be Licensed Forester(s). Laidlaw's procurement personnel will be responsible for assuring that all wood suppliers adhere to Laidlaw's Procurement Plan, and that its standards are followed.
2. LBB will not buy wood from suppliers who have been found to be repeat offenders of State or federal law governing timber harvesting, or from foresters that have been disciplined by a Board of Licensure or have had their license revoked.
3. LBB will incorporate into its Procurement Plan practices that minimize the need to purchase wood during times of the year when timber harvesting may be inappropriate due to wet soils (primarily spring and fall mud seasons). LBB procurement personnel will conduct periodic inspections of sites being harvested during these sensitive times of year to ensure that material is being harvested according to sound harvesting and erosion control best management practices.
4. LBB will incorporate into its Procurement Plan a program that will incentivize suppliers who can demonstrate that they have obtained fuel from sources operating under one or more of the programs listed in #6 (below).
5. LBB will offer long-term contracts which will provide stability to suppliers and encourage long-term forest stewardship. Any supplier that signs a long-term contract with LBB will be required to adhere to LBB's Procurement Plan.
6. LBB will incorporate into its Procurement Plan a provision requiring that preference be given to suppliers who can demonstrate that their fuel was sourced under one or more of the programs or sites listed below. Such provisions regarding preference shall be at least as protective to the environment as those found within the Draft Biomass Fuel Supply Agreement, which has been made part of the record before the SEC.
 - a. Sustainable Forestry Initiative www.sfiprogram.org
 - b. Forest Stewardship Council - www.fsc.org;
 - c. American Tree Farm System - www.treefarmssystem.org;
 - d. Green Tag Forestry - www.greentag.org.
 - e. Master Logger - www.masterloggercertification.com
 - f. Any recognized trained logger education program such as the Maine Certified Logger Program, Vermont's Logger Education to Advance Professionalism and the New Hampshire Professional Logger Program.

- g. Timber harvests that have been conducted under the guidance of a licensed professional forester and/or accordance with a management plan approved by a licensed professional forester.
 - h. Timber harvests that have been conducted consistently with practices specified in: "*Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire*", by The New Hampshire Forest Sustainability Standards Work Team, 1997.
 - i. Any future programs which are consistent with these programs.
 - j. Timber harvested from State or federal lands.
7. LBB will establish a fund to provide scholarships to students attending Society of American Foresters accredited forestry schools and, or, programs designed to educate individuals interested in pursuing a career in forestry. The fund shall be named the Laidlaw Forestry Scholarship Fund, and will award up to \$5,000 annually to one of more qualified applicants residing in New Hampshire, provided that a preference shall be accorded applicants residing in Coos County. This fund shall be administered and disbursed by the Northeast Loggers Association.
8. LBB will incorporate into its Procurement Plan a program that encourages supplying contractors to become New Hampshire Professional Loggers or Master Loggers or maintain such qualifications. Laidlaw will establish an annual fund to provide financial assistance to suppliers seeking such certifications. The fund shall be called the Laidlaw Professional Logger Fund ("LPLF"). LBB shall place \$2,500.00 into the LPLF annually. All money placed in the LPLF shall be provided to suppliers seeking such certifications.
9. LBB will keep records on-site of all deliveries for two (2) years following each delivery. The records shall identify the supplier, the quantity of delivery, the date of delivery, delivery period, accounting period, Town and State of production at which the products covered by the production batch have been produced, and the time period over which the products covered by the production batch have been produced, sold or transferred.
10. LBB shall ensure that this Sustainability Condition is binding on any and all future fuel suppliers.

Reporting and Verification

1. LBB will conduct quarterly surveys seeking the following information. No later than two months following the close of the calendar year LBB will publish the results of such survey covering:
 - a. Volume of biomass supplied from certified timberlands/operations.
 - b. Volume of biomass supplied from timber sales managed by a licensed forester.
 - c. Volume of biomass supplied by Master or New Hampshire Professional loggers or other state logger certification programs.
 - d. Number of loggers that enrolled in certification programs as a result of Laidlaw's support fund.

Education and Outreach

LBB will work with the New Hampshire Timberland Owners Association, the University of New Hampshire Cooperative Extension Service, and the Society for Protection of New Hampshire Forests to sponsor the establishment of the following:

1. A data base of educational materials pertaining to good forestry practices that will be available to supplying landowners, foresters and loggers.
2. The creation of an intern program for students to learn about biomass production from Northeast forests.
3. Educational programs to promote good forestry stewardship.
4. Tours of timberlands that have been harvested and supplied biomass to the project.

LBB will maintain a dedicated web site that posts the annual reports along with the aforementioned educational information.

Appeals Process

Any person or party aggrieved by this decision or order may appeal this decision or order to the New Hampshire Supreme Court by complying with the following provisions of RSA 541

R.S.A. 162-H: 11 Judicial Review. – Decisions made pursuant to this chapter shall be reviewable in accordance with RSA 541.

R.S.A. 541:3 Motion for Rehearing. - Within 30 days after any order or decision has been made by the commission, any party to the action or proceeding before the commission, or any person directly affected thereby, may apply for a rehearing in respect to any matter determined in action or proceeding, or covered or included in the order, specifying in the motion all grounds for rehearing, and the commission may grant such rehearing if in its opinion good reason for the rehearing is stated in the motion.

R.S.A. 541:4 Specifications. - Such motion shall set forth fully every ground upon which it is claimed that the decision or order complained of is unlawful or unreasonable. No appeal from any order or decision of the commission shall be taken unless the appellant shall have made application for rehearing as herein provided, and when such application shall have been made, no ground not set forth therein shall be urged, relied on, or given any consideration by the court, unless the court for good cause shown shall allow the appellant to specify additional grounds.

R.S.A. 541:5 Action on Motion. – Upon the filing of such motion for rehearing, the commission shall within ten days either grant or deny the same, or suspend the order or decision complained of pending further consideration, and any order of suspension may be upon such terms and conditions as the commission may prescribe.

R.S.A. 541:6 Appeal. Within thirty days after the application for a rehearing is denied, or, if the application is granted, then within thirty days after the decision on such rehearing, the applicant may appeal by petition to the supreme court.