

EXHIBIT A-1

ORIGINAL PPA

Weed Supplemental Agreement
12.13.94

AGREEMENT dated as of January 6, 1981, by and between MASSACHUSETTS REFUSETECH, INC. ("MRI"), a Delaware corporation, and New England Power Company ("NEP"), a Massachusetts corporation.

ARTICLE I. BASIC UNDERSTANDINGS.

MRI intends to own, operate and maintain a solid waste fueled electric power generating facility (the "Facility") in North Andover, Massachusetts. The planned capacity of the Facility is approximately thirty thousand (30,000) kilowatts. MRI intends to obtain the solid waste to fuel the Facility (a) from communities in northeastern Massachusetts and southern New Hampshire under contracts (the "Service Agreements") it intends to execute with the communities, and (b) from private haulers. MRI will operate and maintain the Facility in accordance with good utility practice.

Accordingly, MRI hereby agrees to sell, and NEP hereby agrees to purchase, all the electric energy generated by the Facility not required for the operation of the Facility in accordance with the terms and conditions of this Agreement.

ARTICLE II. DEFINITIONS.

Whenever used in this Agreement the following terms shall have the following meanings:

"Average Cost of Fuel" shall mean NEP's average cost of fuel in mills per kilowatthour ("kWh"), during the current month, determined in accordance with NEP's then effective electric tariff on file with the Federal Energy Regulatory Commission.

"Commencement Date of Operation" shall mean 12:01 A.M. on the date MRI designates as the initial date of commercial operation of the Facility, which date shall not precede the initial date upon which the Facility generates at least twenty megawatts (20 MW) of electricity continuously for a period of six (6) hours. If such date has not occurred by January 1, 1988, NEP may at any time prior to the Commencement Date of Operation terminate this agreement by providing thirty (30) days' written notice to MRI.

"Incremental Fuel Cost" shall mean NEP's incremental cost of fuel, in mills per kWh, for On-Peak and Off-Peak Periods, respectively. Such incremental cost shall be determined monthly for On-Peak and Off-Peak Periods by multiplying NEP's Average Cost of Fuel by factors reflecting the relationship between NEP's incremental and average costs of fuel for the respective On-Peak and Off-Peak Periods during the current year. NEP may alter the method of determining its

incremental fuel cost to allow such determination to be made more frequently. The factors shall be determined at least annually, and shall be based upon incremental cost studies performed by New England Power Service Company, NEP's service company affiliate. NEP shall make the studies available for inspection by MRI.

"NEPEX" shall mean the New England Power Exchange.

"NEPOOL Agreement" shall mean the New England Power Pool Agreement dated as of September 1, 1971, as amended.

"On-Peak Periods" shall mean all hours from 7:00 A.M. to 11:00 P.M. on each Monday through Friday, excluding legal holidays in The Commonwealth of Massachusetts.

"Off-Peak Periods" shall mean all hours other than those contained in On-Peak Periods.

"Summer Supply Period" shall mean the period from May first through October thirty-first of any calendar year.

"Winter Supply Period" shall mean the period from November first of any calendar year through April thirtieth of the next calendar year.

ARTICLE III. TERM.

This Agreement shall remain in effect for a period ending twenty (20) years after the Commencement Date of Operation; provided, however, that if Service Agreements and/or private hauler agreements which together guarantee the delivery

to MRI of at least seven hundred (700) tons of solid waste per day for a minimum of five (5) years have not been executed by July 1, 1982, NEP may thereafter terminate this Agreement by providing MRI thirty (30) days' written notice.

NEP shall have the option to purchase all electric energy generated at the Facility, except electric energy necessary for the Facility's operation, following termination of this Agreement, other than for breach by NEP, upon terms at least as favorable as those offered by MRI to any third party, which option must be exercised within forty-five (45) days of presentation of the terms of such offer to NEP. NEP's option to purchase such electric energy shall terminate upon agreement by a third party to purchase such energy on terms previously offered to NEP for a forty-five (45) day period.

ARTICLE IV. TERMS OF SALE.

A. Prior to the Commencement Date of Operation, NEP shall purchase electric energy generated by, and not required for the operation of, the Facility during testing and interim operations when, and if, available at a price equal to NEP's Average Cost of Fuel.

B. Commencing as of the Commencement Date of Operation, MRI shall in accordance with good utility practice:

1. Use all reasonable efforts to operate the electric generating unit(s) at the Facility to the maximum extent feasible; provided, however, that:

- (a) MRI shall have the right to sell or otherwise utilize up to a maximum of thirty percent (30%) of the average monthly steam produced by the Facility for purposes other than the generation of electricity ("Steam Utilization Right") and
- (b) upon one (1) year's written notice by NEP or MRI, the parties agree to negotiate in good faith modifications to the foregoing Steam Utilization Right.
2. Provide NEP prior to the first day of July of each year its estimate of the generation of electricity at the Facility for the twelve (12) months beginning July first;
 3. Provide NEP prior to the first day of each month a schedule of the generation of electricity at the Facility for such month;
 4. Provide NEP by 9:00 A.M. of each day a breakdown of scheduled generation of electricity at the Facility for the next day;
 5. Use all reasonable efforts to maximize delivery of electric energy from the Facility during On-Peak Periods; and
 6. Use all reasonable efforts to arrange its maintenance program to minimize the possibility that the Facility will be out of service during the months of January, July, August and December.

NEP recognizes that MRI intends to enter into Service Agreements and that in the event of an actual conflict between MRI's obligations under this Agreement and the Service Agreements any obligations of MRI under the Service Agreements shall be controlling. NEP further recognizes that variations in quantities of, and in the composition of, solid waste which must be processed or the unavailability of solid waste, or emergencies, accidents or unusual conditions may necessitate a departure from scheduled generation. In the event of such a departure, MRI shall use all reasonable efforts to resume scheduled generation promptly.

The estimates and schedules provided by MRI under subparagraphs B.2, B.3, and B.4 above shall be bona fide, and based on waste material availability and other conditions anticipated at the time such estimates and schedules are made, but shall not be binding on MRI. MRI shall, however, provide a revised estimate or schedule to NEP as soon as it realizes that any estimate or schedule has become inaccurate.

Upon receipt of each monthly schedule referred to in subparagraph B.3 above, NEP shall submit an operating schedule to MRI specifying when, and at what rate, it desires the electric energy to be delivered. Such operating schedule shall not be in conflict with good utility practice, reasonable operating capabilities of the Facility, or with subparagraph B.5 above. MRI shall use all reasonable efforts to meet each

operating schedule. Insofar as an operating schedule calls for generation during Off-Peak Periods, however, MRI shall be under no obligation to depart from its established hours for operating labor.

If as the result of NEPEX dispatch requirements or for any other reason NEP requests delivery of electric energy when such generation has not been scheduled by MRI pursuant to ARTICLE IV.B., MRI will use all reasonable efforts to deliver such electric energy, provided that NEP shall reimburse MRI for any additional expense incurred other than ordinary Facility operating costs, and for any reduction in electric energy sales revenue, as a result of such efforts.

MRI shall sell, and NEP shall buy, all electric energy generated at the Facility except that which is necessary for the Facility's operation, subject to MRI's Steam Utilization Right under subparagraph B.1.(a) above.

MRI shall use all reasonable efforts to operate the Facility in parallel with NEP's system at such power factor as NEP may reasonably request; provided, however, that NEP shall not request a power factor at the point of delivery lower than eighty-five percent (85%).

If as the result of any failure of NEP to use all reasonable efforts in accordance with good utility practice to operate and maintain NEP's system (including its interconnection facilities), MRI is prevented from

delivering electric energy to the point of interconnection between NEP's and MRI's systems, NEP shall pay MRI the amount it would have paid for such electric energy as would have been delivered but for such failure. Such amount shall be determined based on the quantity of electric energy which would have been produced from steam required to be wasted or condensed without electric generation plus the quantity of electric energy which would have been generated from solid waste required to be diverted from the Facility, calculated by using the average kWh generation per ton of solid waste for the most recent calendar month of normal operation of the Facility, all times the prices per kWh as specified in ARTICLE V for the same On Peak/Off Peak ratio of electric energy deliveries as the most recent calendar month of normal operation of the Facility. To the limit of its reasonable ability to store solid waste in the solid waste receiving pit of the Facility, MRI shall use all reasonable efforts to minimize wasting or condensing steam or diverting solid waste from the Facility.

MRI agrees to use all reasonable efforts to cooperate with NEP in the arrangement and conduct of any tests required pursuant to the NEPOOL Agreement to determine the capability of the Facility's generating unit(s), provided, however, that NEP shall reimburse MRI for any additional expense incurred by MRI as a result of such cooperation.

ARTICLE V. PRICE AND BILLING.

Commencing as of the Commencement Date of Operation, NEP shall pay MRI or MRI's designee monthly for quantities of electric energy within the voltage and power factor specified in this Agreement delivered hereunder, as determined in accordance with the last paragraph of ARTICLE VI, the sum of the following:

1. For each Qualifying kWh delivered during On-Peak Periods, a price equal to ninety percent (90%) of NEP's Incremental Fuel Cost for On-Peak Periods;

PLUS

2. For each Qualifying kWh delivered during Off-Peak Periods, a price equal to ninety percent (90%) of NEP's Incremental Fuel Cost for Off-Peak Periods;

PLUS

3. For each other kWh delivered, a price equal to NEP's Average Cost of Fuel.

For purposes of subparagraphs 1. and 2. above, for any month during which MRI does not exercise its Steam Utilization

Right under subparagraph B.1.(a) of ARTICLE IV, all kWh delivered by MRI to NEP shall be considered Qualifying kWh. For any month during which MRI exercises such right, the number of Qualifying kWh shall be determined in accordance with the following formula:

$$E = (F - G) \times H$$

Where:

"E" is the number of Qualifying kWh for the month;

"F" is the maximum electric output of the Facility in kilowatts calculated by dividing the maximum twelve (12) hour operating output of the Facility in kWh, determined during any six (6) consecutive hours between 8:00 A.M. and 9:00 P.M. on any two (2) consecutive weekdays in the Base Period, as defined below, by twelve (12) hours;

"G" is MRI's maximum fifteen (15) minute peak demand in kilowatts, determined from meter readings in the Base Period, as defined below; and

"H" is the number of hours in the month.

When "E" is being determined for a month during a Summer Supply Period, the "Base Period" shall be the months of July and August of the last Summer Supply Period during which MRI exercised its Steam Utilization Right. When "E" is being determined for a month during a Winter Supply Period, the "Base Period" shall be the months of December and January of the last Winter Supply Period during which MRI exercised its Steam Utilization Right.

"F" shall not be determined on any day during which, in NEP's opinion, MRI's sale or utilization of steam for purposes other than generation of electricity is abnormally low for any reason. Nor shall any hour be used in determining "F" if such sale or utilization of steam by MRI during that hour is abnormally low compared with other hours.

"F" and "G" in the above formula require data based upon actual operating experience which may be unavailable during the initial Supply Periods. Until the first Supply Periods for which "F" and "G" can be established in accordance with the formula:

"F" shall be the maximum output of the Facility in kilowatts, calculated by dividing the maximum twelve (12) hour operating output of the Facility in kWh (determined during any six (6) consecutive hours between 8:00 A.M. and 9:00 P.M. on any two (2) consecutive weekdays during the first thirty

(30) days following MRI's commencement of the exercise of its Steam Utilization Right under subparagraph B.1.(a) of ARTICLE IV) by twelve (12) hours; and

"G" shall be MRI's maximum fifteen (15) minute peak demand in kilowatts, determined from meter readings during such thirty (30) day period.

When deliveries during the month exceed the number of Qualifying kWh, the number of Qualifying kWh shall, for purposes of subparagraphs 1. and 2. above, be allocated between On-Peak and Off-Peak Periods by multiplying such number by the percentage of total deliveries made in the month during On-Peak and Off-Peak Periods, respectively.

Bills for all amounts due under this ARTICLE V shall be rendered monthly to NEP. Payment by NEP to MRI, or to MRI's designee, shall constitute full satisfaction of NEP's obligations. If all or any part of any bill shall remain unpaid for more than thirty (30) days after receipt by NEP, interest at a rate per annum two percent (2%) above the prime (or comparable) rate in effect on the date of the bill at The First National Bank of Boston shall accrue and be payable to MRI either (i) on such unpaid amount, or (ii) in the event the amount of the bill is disputed, on the amount finally determined to be due and payable. NEP may dispute all or any part of any bill by mailing MRI written notice thereof within thirty (30) days of receipt of such bill and by paying MRI, or MRI's designee, the amount not in dispute.

ARTICLE VI. DELIVERY AND MEASUREMENT OF ELECTRIC ENERGY.

All electric energy shall be delivered to NEP at the point of interconnection between NEP's and MRI's systems in the form of three-phase sixty-hertz alternating current at approximately twenty-three thousand (23,000) volts. The actual voltage shall not vary more than ten percent (10%) from said voltage, momentary fluctuations excepted. NEP shall designate the location of the interconnection.

MRI agrees to provide metering equipment at the Facility in conformity with NEP's specifications for measuring the electric energy delivered to NEP.

The metering equipment shall be capable of segregating the electric energy delivered during On-Peak Periods and Off-Peak Periods. In addition, prior to any exercise by MRI of its Steam Utilization Right under subparagraph B.1.(a) of ARTICLE IV, MRI shall provide all additional metering equipment necessary to enable the calculation of the number of Qualifying kWh in accordance with ARTICLE V.

All metering equipment shall be purchased and installed without expense to NEP. MRI shall obtain NEP's approval of all metering equipment in advance of installation. All metering equipment shall be tested by MRI annually at MRI's expense. Additional tests may be conducted at the request of either party at its expense, except that if the meter is found to be

inaccurate by more than two percent (2%), such test shall be at MRI's expense. Tests shall be made in such manner as may be mutually agreed upon. MRI shall comply with any reasonable request of NEP with regard to the sealing of meters, the presence of a NEP representative when the seals are broken and tests are made, and other matters affecting the accuracy of the measurement of electric energy delivered.

If metering equipment is found to be inaccurate by more than two percent (2%), MRI shall cause it to be made accurate or replaced. Meter readings and billings for the period of inaccuracy shall be adjusted to correct such inaccuracy to the extent that such adjustment can be reasonably ascertained.

Meters shall be read by MRI on the first day of each month. The amount of electric energy delivered to NEP during the preceding month shall be determined from such readings. Electric energy delivered during On-Peak Periods and Off-Peak Periods shall be segregated. Daily meter readings and log sheets shall be recorded in triplicate. One (1) copy shall be mailed to NEP each day.

ARTICLE VII. CONSTRUCTION AND OPERATION OF INTERCONNECTION FACILITIES.

The facilities necessary to interconnect NEP's and MRI's systems shall be constructed without expense to NEP. NEP reserves to itself the construction and ownership of the interconnection taps and all necessary modifications to its system attributable to the interconnection of the Facility. MRI

shall be responsible for the construction of all other interconnection facilities. As soon as reasonably practicable, MRI shall furnish, for review and approval by NEP, specifications for such facilities. Responsibility for making the final interconnection between the systems is reserved exclusively to NEP.

NEP shall mail to MRI a copy of each bill for expenses associated with the construction of the interconnection taps and necessary modifications to its system attributable to the interconnection of the Facility. NEP represents that in making the interconnection, it will utilize standard equipment customarily employed by NEP for its own system, and use all reasonable efforts to minimize the cost thereof. NEP further represents that it will use all reasonable efforts to operate, maintain, and repair the portion of the interconnection facilities owned by NEP during the term of this Agreement.

ARTICLE VIII. ACCESS TO FACILITY.

Upon providing MRI reasonable notice, properly accredited representatives of NEP shall have access at any reasonable time to the metering installations and the daily log sheets of MRI to make inspections and obtain information required in connection with this Agreement.

While at the Facility, NEP's representatives shall adhere to the safety rules and regulations prescribed by MRI and made known to said representatives. They shall also follow the safety instructions of MRI's personnel.

ARTICLE IX. NOTICES; REPRESENTATIVES OF THE PARTIES.

Any notice, demand or request required or authorized by this Agreement to be given by either party shall be in writing. It shall be either personally delivered, or mailed, postage prepaid, to the other party's representative designated in this ARTICLE IX. Any such notice, demand or request so delivered or mailed shall be deemed to be given when so delivered or mailed.

Notices and other communications to NEP shall be addressed to:

Manager, Power Contracts
New England Power Service Company
25 Research Drive
Westborough, Massachusetts 01581

Notices and other communications to MRI shall be addressed to:

President
Massachusetts Refusetech, Inc.
Ten UOP Plaza
Des Plaines, Illinois 60016

Either party may change its representative by written notice to the other.

The parties' representatives designated above shall have full authority to act for their respective principals in all technical matters relating hereto. However, they shall not have authority to amend, modify, or waive any provision of this Agreement.

TICLE X. LIMITATION OF LIABILITY; EXCLUSION OF CONSEQUENTIAL DAMAGES;
INDEMNIFICATION; INSURANCE; RELATIONSHIP OF PARTIES.

MRI shall not be liable for failure to deliver electric energy as a result of (i) a temporary shutdown of all or a portion of the Facility due to operational considerations consistent with good utility practice, (ii) a permanent cessation of operation of the Facility by MRI, its parent, subsidiaries, affiliates, or voluntary Service Agreements assignees, or (iii) failure to comply with NEP's desired operating schedule, unless MRI had the ability to have complied and intentionally failed to do so. Voluntary assignees used in this paragraph shall not include assignees under an assignment resulting from termination of MRI, its parent, subsidiaries or affiliates as operator of the Facility under the terms of the Service Agreements.

Neither party nor its parent, agents, officers, directors, or employees shall be liable to the other party or its parent, subsidiaries, affiliates, agents, officers, directors, employees, successors, assigns, or customers, for claims for incidental, indirect or consequential damages, whether based upon breach of warranty (express or implied), contract, tort or otherwise, connected with or resulting from performance or nonperformance of this Agreement.

MRI agrees to defend, indemnify and save NEP, its officers, directors, agents, and employees harmless from and against any and all claims by third parties for damages by reason of bodily injury, death or damage to property caused by MRI, its agents, officers, directors or employees, or caused by or sustained on facilities owned or controlled by MRI or its affiliates, unless caused by an act of negligence or willful misconduct by an officer, director, agent or employee of NEP.

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NEP agrees to defend, indemnify and save MRI, its officers, directors, agents and employees harmless from and against any and all claims by third parties for damages by reason of bodily injury, death or damage to property caused by NEP, its agents, officers, directors, or employees, or caused or sustained on facilities owned or controlled by NEP or its affiliates unless caused by an act of negligence or willful misconduct by an officer, director, agent or employee of MRI.

MRI agrees to maintain at all times Worker's Compensation Insurance as prescribed or permitted by law, Comprehensive General Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per person and Six Million Dollars (\$6,000,000) per accident for bodily injury (including death), and Six Million Dollars (\$6,000,000) per accident for property damage and Automobile Liability Insurance with limits not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident for bodily injury (including death) and One Million Dollars (\$1,000,000) per accident for property damage, which minimum liability amounts shall be adjusted at least as often as at three-year intervals by the ratio of the value of the Consumer Price Index, all categories, for the Greater Boston area as of January, 1981 to the most recent January value of such index at the time of adjustment.

Nothing in this Agreement shall be construed as creating any relationship between the parties other than that of independent contractors for the sale and purchase of electric energy generated at the Facility.

ARTICLE XI. FORCE MAJEURE.

Neither NEP nor MRI shall be liable to the other party for loss or damage resulting from delay or failure to perform obligations under this Agreement, other than the obligation to make any payments when due under this Agreement, if such delay or failure of the party is caused by circumstances beyond its reasonable control, including, but not limited to, strikes, fires, acts of God or the public enemy, riots, interference by civil or military authorities, the adoption, promulgation, modification or change in interpretation of applicable law, rules or regulations or the orders of any governmental authority having competent jurisdiction, or unavoidable delays by transportation companies. The party whose performance is affected shall promptly notify the other party in writing of any such actual or potential delay. If any such contingency occurs, the time for performance will be extended by the time lost by reason of the contingency. The party affected shall use all reasonable efforts to overcome, remove or remedy the cause in the shortest practicable time.

ARTICLE XII. REGULATION AND FRANCHISES.

This Agreement and all rights, obligations, and performance of the parties hereunder, are subject to (i) all applicable state and federal laws and to all duly promulgated orders and other duly authorized action of governmental authority having jurisdiction; and (ii) the acquisition and retention by the parties of the rights of way, franchises, locations, permits, and all other rights necessary for the performance of this Agreement.

ARTICLE XIII. APPROVAL OF THE DEPARTMENT OF PUBLIC UTILITIES.

Prices to be paid for electric energy purchased by NEP hereunder shall be subject to review and determination by the Department of Public Utilities of The Commonwealth of Massachusetts in any proceeding brought under Section 93 or Section 94 of Chapter 164 of the General Laws, as amended, to the extent provided for and in accordance with the terms of Section 94A of said Chapter.

ARTICLE XIV. ASSIGNMENT.

No assignment, pledge or other transfer of this Agreement or any right or obligation under this Agreement by either party shall release the assignor, pledgor, or transferor of any of its obligations without the written consent of the other party, which shall not be unreasonably withheld.

ARTICLE XV. WAIVERS.

Failure of either party to enforce any provision of this Agreement, or to require performance by the other party of any of the provisions hereof, shall not be construed to waive such provision, nor to affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every provision.

ARTICLE XVI. INTERPRETATION.

The interpretation and performance of this Agreement shall be in accordance with and controlled by the law of The Commonwealth of Massachusetts.

ARTICLE XVII. PRIOR AGREEMENTS SUPERSEDED.

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all previous agreements, discussions, communications, and correspondence with respect thereto.

ARTICLE XVIII. RIGHT TO TERMINATE.

MRI shall submit the form of Service Agreement and any changes thereto to NEP. If within thirty (30) days after receiving such form or changes thereto, NEP concludes that a substantive conflict exists between MRI's obligations under such

Service Agreement and under this Agreement, it shall be entitled to terminate this Agreement unless such conflict shall mutually be resolved within forty-five (45) days of such submission.

ARTICLE XIX. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

NEW ENGLAND POWER COMPANY

MASSACHUSETTS REFUSETECH, INC.

By Frederic E Greenman
Title: Vice President

Jack A. Aron
Title: President

ATTEST:

A. W. Taglieri
A. W. Taglieri
Title: Assistant Secretary