



WM Renewable Energy, L.L.C.
1001 Fannin, Suite 4000
Houston, TX 77002

October 17, 2008

State of Rhode Island Public Utilities Commission
Attn: Renewable Energy Resources Eligibility
89 Jefferson Boulevard
Warwick, RI 02888

RE: Renewable Energy Resources Eligibility Form – High Acres
(Landfill Gas-to-Energy)

Dear Rhode Island PUC:

Please find the enclosed WM Renewable Energy, L.L.C. (“WMRE”) Renewable Energy Resources Eligibility Form Pursuant to the Renewable Energy Act Section 39-26-1 et. Seq. of the General Laws of Rhode Island for the High Acres Plant located at 425 Perinton Parkway, Fairport, NY 14450, with a Nepool GIS Identification Number 32529, PTID 23767.

High Acres rated capacity is now 9.6 Megawatts (“MW”). High Acres began July 15, 1991 with a rated capacity of 1.6 MW’s, (two engines installed in 1991, an additional engine added in 1997, and a fourth engine added 1999.) In 2008, WMRE added four (4) Caterpillar 3520 reciprocating engines, each with a nameplate capacity of 1.6 MW’s for a total of 6.4 MW’s of eligible new renewable energy in which became operational in March 2008.

If you should have any questions regarding the following, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'LaToya Glenn', is written over the typed name.

LaToya Glenn
WM Renewable Energy, LLC
Contract Administrator
(713) 328-7357 (direct)
(713) 724-3310 (cell)
(713) 287-2423 (fax)
lglenn@wm.com

RIPUC Use Only

Date Application Received: ___ / ___ / ___
Date Review Completed: ___ / ___ / ___
Date Commission Action: ___ / ___ / ___
Date Commission Approved: ___ / ___ / ___

GIS Certification #

32529

RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM

**The Standard Application Form
Required of all Applicants for Certification of Eligibility of Renewable Energy Resource
(Version 6 – January 21, 2008)**

**STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION
Pursuant to the Renewable Energy Act
Section 39-26-1 et. seq. of the General Laws of Rhode Island**

NOTICE:

When completing this Renewable Energy Resources Eligibility Form and any applicable Appendices, please refer to the State of Rhode Island and Providence Plantations Public Utilities Commission Rules and Regulations Governing the Implementation of a Renewable Energy Standard (RES Regulations, Effective Date: January 1, 2006), and the associated RES Certification Filing Methodology Guide. All applicable regulations, procedures and guidelines are available on the Commission's web site: www.ripuc.org/utilityinfo/res.html. Also, all filings must be in conformance with the Commission's Rules of Practice and Procedure, in particular, Rule 1.5, or its successor regulation, entitled "Formal Requirements as to Filings."

- Please complete the Renewable Energy Resources Eligibility Form and Appendices using a typewriter or black ink.
- Please submit one original and three copies of the completed Application Form, applicable Appendices and all supporting documentation to the Commission at the following address:

Rhode Island Public Utilities Commission
89 Jefferson Blvd
Warwick, RI 02888

Attn: Renewable Energy Resources Eligibility

In addition to the paper copies, electronic/email submittals are required under Commission regulations. Such electronic submittals should be sent to: Luly E. Massaro, Commission Clerk at lmassaro@puc.state.ri.us

- In addition to filing with the Commission, Applicants are required to send, electronically or electronically and in paper format, a copy of the completed Application including all attachments and supporting documentation, to the Division of Public Utilities and Carriers and to all interested parties. A list of interested parties can be obtained from the Commission's website at www.ripuc.org/utilityinfo/res.html.
- Keep a copy of the completed Application for your records.
- The Commission will notify the Authorized Representative if the Application is incomplete.
- Pursuant to Section 6.0 of the RES Regulations, the Commission shall provide a thirty (30) day period for public comment following posting of any administratively complete Application.
- Please note that all information submitted on or attached to the Application is considered to be a public record unless the Commission agrees to deem some portion of the application confidential after consideration under section 1.2(g) of the Commission's Rules of Practice and Procedure.
- In accordance with Section 6.2 of the RES Regulations, the Commission will provide prospective reviews for Applicants seeking a preliminary determination as to whether a facility would be eligible prior to the formal certification process described in Section 6.1 of the RES Regulations. Please note that space is provided on the Form for applicant to designate the type of review being requested.
- Questions related to this Renewable Energy Resources Eligibility Form should be submitted in writing, preferably via email and directed to: Luly E. Massaro, Commission Clerk at RES@puc.state.ri.us

SECTION I: Identification Information

1.1 Name of Generation Unit (sufficient for full and unique identification): High Acres

1.2 Type of Certification being requested (check one):

Standard Certification Prospective Certification (Declaratory Judgment)

1.3 This Application includes: (Check all that apply)¹

APPENDIX A: Authorized Representative Certification for Individual Owner or Operator

APPENDIX B: Authorized Representative Certification for Non-Corporate Entities Other Than Individuals

APPENDIX C: Existing Renewable Energy Resources

APPENDIX D: Special Provisions for Aggregators of Customer-sited or Off-grid Generation Facilities

APPENDIX E: Special Provisions for a Generation Unit Located in a Control Area Adjacent to NEPOOL

APPENDIX F: Fuel Source Plan for Eligible Biomass Fuels

1.4 Primary Contact Person name and title: LaToya Glenn, Contract Administrator

1.5 Primary Contact Person address and contact information:

Address: 1001 Fannin, Suite 4000, Houston, Texas 77002

Phone: 713-328-7357 Fax: 713-287-2324

Email: lglenn@wm.com

1.6 Backup Contact Person name and title: David Unger, Director, Marketing and Development

1.7 Backup Contact Person address and contact information:

Address: 1001 Fannin, Suite 4000, Houston, Texas 77002

Phone: 713-325-7457 Fax: 713-328-2324

Email: Dunger@wm.com

1.8 Name and Title of Authorized Representative (*i.e.*, the individual responsible for certifying the accuracy of all information contained in this form and associated

¹ Please note that all Applicants are required to complete the Renewable Energy Resources Eligibility Standard Application Form and all of the Appendices that apply to the Generation Unit or Owner or Operator that is the subject of this Form. Please omit Appendices that do not apply.

appendices, and whose signature will appear on the application): Paul Pabor, Vice President

Appendix A or B (as appropriate) completed and attached? Yes No N/A

1.9 Authorized Representative address and contact information:

Address: 1001 Fannin, Suite 4000 Houston, Texas 77002

Phone: 713-328-7345 Fax: 713-287-2324

Email: ppabor@wm.com

1.10 Owner name and title: WM Renewable Energy, L.L.C.

1.11 Owner address and contact information:

Address: 1001 Fannin, Suite 4000 Houston, Texas 77002

Phone: 713-328-7345 Fax: 713-287-2324

Email: ppabor@wm.com

1.12 Owner business organization type (check one):

- Individual
- Partnership
- Corporation
- (X) Other: Limited Liability Company

1.13 Operator name and title: Ron Scherer, Plant Manager

1.14 Operator address and contact information:

Address: 425 Perinton Parkway, Fairport, NY 14450

Phone: 585-223-8150 Fax: 585-202-3288

Email: Rscherer@wm.com

1.15 Operator business organization type (check one):

- Individual
- Partnership
- Corporation
- (X) Other: Limited Liability Company

SECTION II: Generation Unit Information, Fuels, Energy Resources and Technologies

- 2.1 ISO-NE Generation Unit Asset Identification Number or NEPOOL GIS Identification Number (either or both as applicable): GIS-32529 (Import)
- 2.2 Generation Unit Nameplate Capacity: 0.8(4) and 1.6(4)
- 2.3 Maximum Demonstrated Capacity: 9.6 MW
- 2.4 Please indicate which of the following Eligible Renewable Energy Resources are used by the Generation Unit: (Check ALL that apply) – *per RES Regulations Section 5.0*
- Direct solar radiation
 - The wind
 - Movement of or the latent heat of the ocean
 - The heat of the earth
 - Small hydro facilities
 - (X) Biomass facilities using Eligible Biomass Fuels and maintaining compliance with all aspects of current air permits; Eligible Biomass Fuels may be co-fired with fossil fuels, provided that only the renewable energy fraction of production from multi-fuel facilities shall be considered eligible.
 - Biomass facilities using unlisted biomass fuel
 - Biomass facilities, multi-fueled or using fossil fuel co-firing
 - Fuel cells using a renewable resource referenced in this section
- 2.5 If the box checked in Section 2.4 above is “Small hydro facilities”, please certify that the facility’s aggregate capacity does not exceed 30 MW. – *per RES Regulations Section 3.31*
- ← check this box to certify that the above statement is true
 - N/A or other (please explain) _____
-
- 2.6 If the box checked in Section 2.4 above is “Small hydro facilities”, please certify that the facility does not involve any new impoundment or diversion of water with an average salinity of twenty (20) parts per thousand or less. – *per RES Regulations Section 3.31*
- ← check this box to certify that the above statement is true
 - N/A or other (please explain) _____
-
- 2.7 If you checked one of the Biomass facilities boxes in Section 2.1 above, please respond to the following:
- A. Please specify the fuel or fuels used or to be used in the Unit: Landfill Methane Gas
-
- B. Please complete and attach Appendix F, Eligible Biomass Fuel Source Plan.

Appendix F completed and attached?

Yes No N/A

2.8 Has the Generation Unit been certified as a Renewable Energy Resource for eligibility in another state's renewable portfolio standard?

(x)Yes No If yes, please attach a copy of that state's certifying order.

Copy of State's certifying order attached? (x)Yes No N/A

SECTION III: Commercial Operation Date

Please provide documentation to support all claims and responses to the following questions:

3.1 Date Generation Unit first entered Commercial Operation: 01 / 15 / 91 at the site.

3.2 Is there an Existing Renewable Energy Resource located at the site of Generation Unit?

(X)Yes
 No

3.3 If the date entered in response to question 3.1 is earlier than December 31, 1997 or if you checked "Yes" in response to question 3.2 above, please complete Appendix C.

Appendix C completed and attached? (X) Yes No N/A

3.4 Was all or any part of the Generation Unit used on or before December 31, 1997 to generate electricity at any other site?

Yes
 (x) No

3.5 If you checked "Yes" to question 3.4 above, please specify the power production equipment used and the address where such power production equipment produced electricity (attach more detail if the space provided is not sufficient):

SECTION IV: Metering

4.1 Please indicate how the Generation Unit's electrical energy output is verified (check all that apply):

- (x) ISO-NE Market Settlement System
- Self-reported to the NEPOOL GIS Administrator
- Other (please specify below and see Appendix D: Eligibility for Aggregations):

Appendix D completed and attached?

Yes No (x) N/A

SECTION V: Location

5.1 Please check one of the following that apply to the Generation Unit:

- (x) Grid Connected Generation
- Off-Grid Generation (not connected to a utility transmission or distribution system)
- Customer Sited Generation (interconnected on the end-use customer side of the retail electricity meter in such a manner that it displaces all or part of the metered consumption of the end-use customer)

5.2 Generation Unit address: 425 Perinton Parkway, Fairport, NY 14450

5.3 Please provide the Generation Unit's geographic location information:

A. Universal Transverse Mercator Coordinates: _____

B. Longitude/Latitude: 43 05'03.96 /77 22'51.46

5.4 The Generation Unit located: (please check the appropriate box)

- In the NEPOOL control area
- (X) In a control area adjacent to the NEPOOL control area
- In a control area other than NEPOOL which is not adjacent to the NEPOOL control area ← *If you checked this box, then the generator does not qualify for the RI RES – therefore, please do not complete/submit this form.*

5.5 If you checked "In a control area adjacent to the NEPOOL control area" in Section 5.4 above, please complete Appendix E.

Appendix E completed and attached?

(X) Yes No N/A

SECTION VI: Certification

6.1 Please attach documentation, using one of the applicable forms below, demonstrating the authority of the Authorized Representative indicated in Section 1.8 to certify and submit this Application.

Corporations

If the Owner or Operator is a corporation, the Authorized Representative shall provide **either**:

- (a) Evidence of a board of directors vote granting authority to the Authorized Representative to execute the Renewable Energy Resources Eligibility Form, **or**
- (b) A certification from the Corporate Clerk or Secretary of the Corporation that the Authorized Representative is authorized to execute the Renewable Energy Resources Eligibility Form or is otherwise authorized to legally bind the corporation in like matters.

Evidence of Board Vote provided? Yes No N/A

Corporate Certification provided? Yes No N/A

Individuals

If the Owner or Operator is an individual, that individual shall complete and attach APPENDIX A, or a similar form of certification from the Owner or Operator, duly notarized, that certifies that the Authorized Representative has authority to execute the Renewable Energy Resources Eligibility Form.

Appendix A completed and attached? Yes No N/A

Non-Corporate Entities

(Proprietorships, Partnerships, Cooperatives, etc.) If the Owner or Operator is not an individual or a corporation, it shall complete and attach APPENDIX B or execute a resolution indicating that the Authorized Representative named in Section 1.8 has authority to execute the Renewable Energy Resources Eligibility Form or to otherwise legally bind the non-corporate entity in like matters.

Appendix B completed and attached? Yes No N/A

6.2 Authorized Representative Certification and Signature:

I hereby certify, under pains and penalties of perjury, that I have personally examined and am familiar with the information submitted herein and based upon my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant penalties, both civil and criminal, for submitting false information, including possible fines and punishment. My signature below certifies all information submitted on this Renewable Energy Resources Eligibility Form. The Renewable Energy Resources Eligibility Form includes the Standard Application Form and all required Appendices and attachments. I acknowledge that the Generation Unit is obligated to and will notify the Commission promptly in the event of a change in a generator's eligibility status (including, without limitation, the status of the air permits) and that when and if, in the Commission's opinion, after due consideration, there is a material change in the characteristics of a Generation Unit or its fuel stream that could alter its eligibility, such Generation Unit must be re-certified in accordance with Section 9.0 of the RES Regulations. I further acknowledge that the Generation Unit is obligated to and will file such quarterly or other reports as required by the Regulations and the Commission in its certification order. I understand that the Generation Unit will be immediately de-certified if it fails to file such reports.

Signature of Authorized Representative:

SIGNATURE:

Paul Pabon

DATE:

10/16/08

Vice President

(Title)

APPENDIX C
**(Required of all Applicants with Generation Units at the Site of Existing
Renewable Energy Resources)**

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION

RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM

**Pursuant to the Renewable Energy Act
Section 39-26-1 et. seq. of the General Laws of Rhode Island**

If the Generation Unit: (1) first entered into commercial operation before December 31, 1997; or (2) is located at the exact site of an Existing Renewable Energy Resource, please complete the following and attach documentation, as necessary to support all responses:

- C.1 Is the Generating Unit seeking certification, either in whole or in part, as a New Renewable Energy Resource? (X) Yes No
- C.2 If you answered "Yes" to question C.1, please complete the remainder of Appendix C. If you answered "No" and are seeking certification entirely as an Existing Renewable Energy Resource, you do NOT need to complete the remainder of Appendix C.
- C.3 If an Existing Renewable Energy Resource is/was located at the site, has such Existing Renewable Energy Resource been retired and replaced with the new Generation Unit at the same site? Yes (X) No
- C.4 Is the Generation Unit a Repowered Generation Unit (as defined in Section 3.28 of the RES Regulations) which uses Eligible Renewable Energy Resources and which first entered commercial operation after December 31, 1997 at the site of an existing Generation Unit? Yes (X) No
- C.5 If you checked "Yes" to question C.4 above, please provide documentation to support that the entire output of the Repowered Generation Unit first entered commercial operation after December 31, 1997.
- C.6 Is the Generation Unit a multi-fuel facility in which an Eligible Biomass Fuel is first co-fired with fossil fuels after December 31, 1997? Yes (X) No

- C.7 If you checked “Yes” to question C.6 above, please provide documentation to support that the renewable energy fraction of the energy output first occurred after December 31, 1997.
- C.8 Is the Generation Unit an Existing Renewable Energy Resource other than an Intermittent Resource (as defined in Section 3.9 and 3.14 of the RES Regulations)?
 Yes (X)No
- C.9 If you checked “Yes” to question C.8 above, please attach evidence of completed capital investments after December 31, 1997 attributable to efficiency improvements or additions of capacity that are sufficient to, were intended to, and can be demonstrated to increase annual electricity output in excess of ten percent (10%). As specified in Section 3.22.v of the RES Regulations, the determination of incremental production shall not be based on any operational changes at such facility **not directly** associated with the efficiency improvements or additions of capacity.
- C.10 Is the Generating Unit an Existing Renewable Energy Resource that is an Intermittent Resource? Yes (X) No
- C.11 If you checked “Yes” to question C.10 above, please attach evidence of completed capital investments after December 31, 1997 attributable to efficiency improvements or additions of capacity that are sufficient to, were intended to, and have demonstrated on a normalized basis to increase annual electricity output in excess of ten percent (10%). The determination of incremental production shall not be based on any operational changes at such facility **not directly** associated with the efficiency improvements or additions of capacity. In no event shall any production that would have existed during the Historical Generation Baseline period in the absence of the efficiency improvements or additions to capacity be considered incremental production. Please refer to Section 3.22.vi of the RES Regulations for further guidance.
- C.12 If you checked “Yes” to C.10, provide the single proposed percentage of production to be deemed incremental, attributable to the efficiency improvements or additions of capacity placed in service after December 31, 1997. Please provide backup information sufficient for the Commission to make a determination of this incremental production percentage.
- C.13 If you checked “no” to both C.3 and C.4 above, please complete the following:
- a. Was the Existing Renewable Energy Resource located at the exact site at any time during calendar years 1995 through 1997? Yes (X) No
 - b. If you checked “yes” in Subsection (a) above, please provide the Generation Unit Asset Identification Number and the average annual electrical production (MWhs) for the three calendar years 1995 through 1997, or for the first 36 months after the Commercial Operation Date if that date is after December 31, 1994, for each such Generation Unit.

- c. Please attach a copy of the derivation of the average provided in (b) above, along with documentation support (such as ISO reports) for the information provided in Subsection (b) above. Data must be consistent with quantities used for ISO Market Settlement System.

APPENDIX E
(Revised 1/21/08)

(Required of all Applicants Located in a Control Area Adjacent to NEPOOL)

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION

RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM

Pursuant to the Renewable Energy Act
Section 39-26-1 et. seq. of the General Laws of Rhode Island

Please complete the following and attach documentation, as necessary to support all responses:

E.1 Please indicate in which Control Area adjacent to NEPOOL the Generation Unit is located:

- (X) New York
- Hydro Quebec
- Maritimes (including Northern Maine Independent System Administrator)

E.2 Applicant must provide to the Commission by July 1st of each year assurances that the Generation Unit's New Renewable Energy Resources used for compliance with the Rhode Island's Renewable Energy Act during the previous Compliance Year have not otherwise been, nor will be, sold, retired, claimed or represented as part of electrical energy output or sales, or used to satisfy obligations in jurisdictions other than Rhode Island. Such assurances may consist of a report from a neighboring Generation Attribute accounting system or an affidavit from the Generation Unit.

- (X) ← please check this box to acknowledge this requirement
- N/A or other (please explain) _____

E.3 Applicant must acknowledge and provide evidence to support that, in accordance with Section 5.1.(ii) of the RES Regulations, the Generation Attributes associated with the Generation Unit shall be applied to the Rhode Island Renewable Energy Standard only to the extent of the energy produced by the Generation Unit that is or will be actually delivered into NEPOOL for consumption by New England customers. Verification of the delivery of such energy from the Generation Unit into NEPOOL will be performed in accordance with subparagraphs (a), (b) and (c) of RES Regulations Section 5.1.(ii)

- (X) ← please check this box to acknowledge this requirement.

(a) Under subparagraph 5.1.(ii)(a), Applicant must verify that the energy produced by the Generation Unit is actually delivered into NEPOOL via “a unit-specific bilateral contract for the sale and delivery of such energy into NEPOOL”.

(X) ← please check this box to acknowledge the requirement for Applicant to provide ongoing evidence of one or more unit-specific bilateral contract(s) for all energy delivery into NEPOOL for which Applicant seeks RI RES certification, prior to creation of certificates in each quarter, and:

i. Please describe the type of evidence to be provided to the GIS Administrator to demonstrate the existence of such unit-specific bilateral contract(s) for the sale and delivery of such energy into NEPOOL, including duration, quantity and counter-party in NEPOOL:

Will submit scheduled generation data

(attach more detail if the space provided is not sufficient)

N/A or other (please explain): _____

APPENDIX F
Eligible Biomass Fuel Source Plan
(Required of all Applicants Proposing to Use An Eligible Biomass Fuel)

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION
Part of Application for Certificate of Eligibility
RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM
Pursuant to the Renewable Energy Act
Section 39-26-1 et. sq. of the General Laws of Rhode Island

Note to Applicants: Please refer to the RES Certification Filing Methodology Guide posted on the Commission's web site (www.ripuc.org/utilityinfo/res.html) for information, templates and suggestions regarding the types and levels of detail appropriate for responses to specific application items requested below. Also, please see Section 6.9 of the RES Regulations for additional details on specific requirements.

The phrase "Eligible Biomass Fuel" (per RES Regulations Section 3.6) means fuel sources including brush, stumps, lumber ends and trimmings, wood pallets, bark, wood chips, shavings, slash, yard trimmings, site clearing waste, wood packaging, and other clean wood that is not mixed with other unsorted solid wastes⁵; agricultural waste, food and vegetative material; energy crops; landfill methane⁶ or biogas⁷, provided that such gas is collected and conveyed directly to the Generation Unit without use of facilities used as common carriers of natural gas; or neat bio-diesel and other neat liquid fuels that are derived from such fuel sources.

In determining if an Eligible Biomass Generation Unit shall be certified, the Commission will consider if the fuel source plan can reasonably be expected to ensure that only Eligible Biomass Fuels will be used, and in the case of co-firing ensure that only that proportion of generation attributable to an Eligible Biomass Fuel be eligible. Certification will not be granted to those Generation Units with fuel source plans the Commission deems inadequate for these purposes.

This Appendix must be attached to the front of Applicant's Fuel Source Plan required for Generating Units proposing to use an Eligible Biomass Fuel (per Section 6.9 of RES Regulations).

⁵ Generation Units using wood sources other than those listed above may make application, as part of the required fuel source plan described in Section 6.9 of the RES Regulations, for the Commission to approve a particular wood source as "clean wood." The burden will be on the applicant to demonstrate that the wood source is at least as clean as those listed in the legislation. Wood sources containing resins, glues, laminates, paints, preservatives, or other treatments that would combust or off-gas, or mixed with any other material that would burn, melt, or create other residue aside from wood ash, will not be approved as clean wood.

⁶ Landfill gas, which is an Eligible Biomass Fuel, means only that gas recovered from inside a landfill and resulting from the natural decomposition of waste, and that would otherwise be vented or flared as part of the landfill's normal operation if not used as a fuel source.

⁷ Gas resulting from the anaerobic digestion of sewage or manure is considered to be a type of biogas, and therefore an Eligible Biomass Fuel that has been fully separated from the waste stream.

F.1 The attached Fuel Source Plan includes a detailed description of the type of Eligible Biomass Fuel to be used at the Generation Unit.

Detailed description attached? (X) Yes No N/A

Comments: _____

F.2 If the proposed fuel is “other clean wood,” the Fuel Source Plan should include any further substantiation to demonstrate why the fuel source should be considered as clean as those clean wood sources listed in the legislation.

Further substantiation attached? Yes No (X) N/A

Comments: _____

F.3 In the case of co-firing with ineligible fuels, the Fuel Source Plan must include a description of (a) how such co-firing will occur; (b) how the relative amounts of Eligible Biomass Fuel and ineligible fuel will be measured; and (c) how the eligible portion of generation output will be calculated. Such calculations shall be based on the energy content of all of the proposed fuels used.

Description attached? Yes No (X) N/A

Comments: _____

F.4 The Fuel Source Plan must provide a description of what measures will be taken to ensure that only the Eligible Biomass Fuel are used, examples of which may include: standard operating protocols or procedures that will be implemented at the Generation Unit, contracts with fuel suppliers, testing or sampling regimes.

Description provided? (X) Yes No N/A

Comments: _____

F.5 Please include in the Fuel Source Plan an acknowledgement that the fuels stored at or brought to the Generation Unit will only be either Eligible Biomass Fuels or fossil fuels used for co-firing and that Biomass Fuels not deemed eligible will not be allowed at the premises of the certified Generation Unit. And please check the following box to certify that this statement is true.

← check this box to certify that the above statement is true

(X)N/A or other (please explain): Methane gas process used is not stored and will not be utilized for co-firing method

F.6 If the proposed fuel includes recycled wood waste, please submit documentation that such fuel meets the definition of Eligible Biomass Fuel and also meets material separation, storage, or handling standards acceptable to the Commission and furthermore consistent with the RES Regulations.

Documentation attached? Yes No (X) N/A

Comments: _____

F.7 Please certify that you will file all reports and other information necessary to enable the Commission to verify the on-going eligibility of the renewable energy generators pursuant to Section 6.3 of the RES Regulations.

(X) ← check this box to certify that the above statement is true

N/A or other (please explain) _____

F.8 Please attach a copy of the Generation Unit's Valid Air Permit or equivalent authorization.

Valid Air Permit or equivalent attached? (X) Yes No N/A

Comments: _____

F.9 Effective date of Valid Air Permit or equivalent authorization:

06 / 07 / 06

F.10 State or jurisdiction issuing Valid Air Permit or equivalent authorization:
New York



WM Renewable Energy, L.L.C.
1001 Fannin, Suite 4000
Houston, TX 77002

APPENDIX F
High Acres Landfill
Fuel Source Plan Attachment

(F.1) - The eligible Biomass Fuel that will be used by WM Renewable Energy, L.L.C. (hereinafter "WMRE"), will be landfill methane gas.

Each landfill methane gas facility operated by WMRE is a wholly owned subsidiary of Waste Management, Inc. Each landfill methane gas facility is situated on land owned by Waste Management, Inc., allowing WMRE to own exclusive rights to the landfill gas generated at the landfill. The generation will produce a constant rate flow in excess of 20 years of fuel from the landfill waste. The facility will run exclusively off the landfill gas.

(F.2) – N/A

(F.3) – N/A

(F.4) - The following standard operating protocol measures will be taken to ensure that only the eligible landfill methane gas will be used.

Landfill methane gas will be recovered via a series of wells drilled into the landfill. The wells will then be connected by a common pipe system that will collect the methane gas and transport it to a nearby compression facility. At the compression facility, the landfill methane gas will then be de-watered, filtered and pressurized; and transported to the generation unit where no other ineligible Biomass Fuel(s) will be allowed to turn engines or turbines to generate renewable electricity.

(F.5) – N/A, Methane gas process used is not stored and will not be utilized for a co-firing method

(F.6) – N/A

(F.7) – WMRE certify that we will file all reports and other information necessary to enable the Commission to verify the on-going eligibility of renewable energy generators pursuant to §6.3 of the RES Regulations.

(F.8) – See attached Air Permit

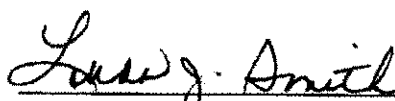
(F.9) – 06/07/06

(F.10) – State of New York

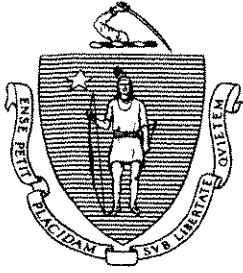
CERTIFICATE

The undersigned, Linda J. Smith, Secretary of WM Renewable Energy, L.L.C., a Delaware limited liability company (the "Company"), does hereby certify that Paul A. Pabor holds the position of Vice President of Renewable Energy of the Company and that in such capacity he is authorized, in accordance with appropriate corporate policies and procedures, to execute and deliver documents on behalf of the Company.

Executed in Houston, Texas this 4th day of February 2008.

A handwritten signature in cursive script that reads "Linda J. Smith". The signature is written in black ink and is positioned above a horizontal line.

Linda J. Smith
Secretary



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES
100 CAMBRIDGE ST., SUITE 1020
BOSTON, MA 02114
Internet: www.Mass.Gov/DOER
Email: Energy@State.MA.US

Deval L. Patrick
Governor

Timothy P. Murray
Lieutenant Governor

Ian A. Bowles
Secretary, Executive Office of Energy
and Environmental Affairs

Philip Giudice
Commissioner

TELEPHONE
617-727-4732

FACSIMILE
617-727-0030
617-727-0093

July 10, 2008

Paul Pabor
Vice President
WM Renewable Energy, L.L.C.
1001 Fannin, Suite. 4000
Houston, TX 77002

**RE: RPS Eligibility Decision
High Acres
9.6 MW in Fairport, NY [LG-1094-08]**

Dear Mr. Pabor,

On behalf of the Department of Energy Resources (the Department), I am pleased to inform you that your Statement of Qualification Application for the High Acres landfill energy project, pursuant to the Massachusetts Renewable Energy Portfolio Standard (RPS) Regulations, 225 CMR 14.00, is hereby approved. The Department finds that the Generation Unit meets the requirements for eligibility as a New Renewable Generation Unit pursuant to 225 CMR 14.05.

Qualification of this Generation Unit is, however, subject to certain conditions that are detailed in the enclosed Statement of Qualification. Those conditions are based on provisions of the RPS Regulations at 225 CMR 14.05(5) that pertain to any Generation Unit that is located outside of the ISO New England Control Area. Those conditions include, but are not limited to, providing for the Department's review of any successor contracts to those referenced in paragraph five of the Statement of Qualification.

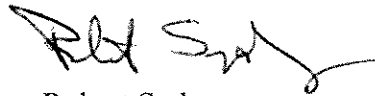
Each Massachusetts New Renewable Generation Unit is also assigned a unique Massachusetts RPS Identification Number (MA RPS ID#). The MA RPS ID # stated on the Statement of Qualification must be included in all correspondence with the Department. High Acre's MA RPS ID# is **LG-1094-08**

The Department wishes to remind you of the notification requirements for changes in eligibility status contained in 225 CMR 14.06(3). The Owner or Operator of the Generation Unit shall submit notification of such changes to the Department no later than five days following the end of the month during which such changes were implemented. Also please inform the Department of any changes in capacity, contact information, and identity of the Owner or Operator. Note that any changes in contract terms related to sale and export of the electrical output will be subject to prior DOER review for continued eligibility.

Finally, the Department wishes to remind you to be cognizant of the Operating Rules and the reporting requirements of the NEPOOL GIS, including emissions reporting, which may be amended from time to time. Compliance with those rules can affect the RPS qualification of your Generation Unit's GIS certificates.

If you have any questions or concerns about the Statement of Qualification or any aspect of the RPS program, please contact Howard Bernstein, RPS Program Manager, at the Department's address, or (617) 727-4732, ext. 40155, or howard.bernstein@state.ma.us. Thank-you.

Sincerely,



Robert Sydney
General Counsel

Encl: Statement of Qualification

**COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES**

Statement of Qualification

**Pursuant to the Renewable Energy Portfolio Standard
225 CMR 14.00**

This Statement of Qualification, provided by the Massachusetts Department of Energy Resources (the Department), signifies that the Generation Unit identified below meets the requirements for eligibility as a New Renewable Generation Unit, pursuant to the Renewable Energy Portfolio Standard 225 CMR 14.05, as of the approval date of the Application for Statement of Qualification, this **10th day of July 2008**.

Generation Unit Name, Location, and Capacity:

High Acres Fairport, NY 9.6 MW

Authorized Representative's Name and Address:

Paul Pabor Vice President WM Renewable Energy, L.L.C. 1001 Fannin, Suite. 4000 Houston, TX 77002
--

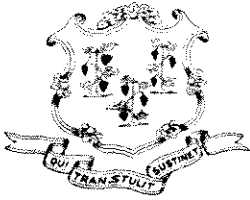
Qualification of this Generation Unit is subject to the following provisions:

1. The Unit's Historical Generation Rate is determined to be **16,520 MWh**. Only that portion of the electrical energy output of the Generation Unit in each calendar year that exceeds the Unit's Historical Generation Rate will qualify as New Renewable Generation under the RPS Regulations at 225 CMR 14.05(2). During each calendar year, the Unit's Owner or Operator shall inform the Department and the NEPOOL GIS Administrator of the date on which the Unit's electrical energy output has exceeded its Historical Generation Rate, and shall provide thereof certification and documentation satisfactory to the Department, including a record of the Unit's output metered at the NYISO bus bar.
2. The portion of the total electrical energy output that qualifies as New Renewable Generation in a given time period shall meet the requirements of Rule 2.7 (c) of the NEPOOL GIS Operating Rules, or any successor rule, and the Generation Unit Owner, Operator, or authorized agent must provide the following:
 - (a) Documentation, satisfactory to the Department, of a contract or other legally enforceable obligation(s) ("Legal Obligation(s)") that is executed between the Generation Unit Owner, Operator, or authorized agent and an electrical energy purchaser located in the ISO-NE Control Area for delivery of the Unit's electrical energy to the ISO-NE Control Area. Such documentation shall also include proof

of associated transmission rights for delivery of the Unit's electrical energy from the Unit through the adjacent Control Area to the ISO-NE Control Area.

(b) Documentation, satisfactory to the Department, that:

1. the electrical energy delivered pursuant to the Legal Obligation was settled in the ISO-NE Settlement Market System;
 2. the Generation Unit produced, during each hour of the applicable month, the amount of MWhs claimed, as verified by the NEPOOL GIS administrator; if the originating Control Area employs a Generation Information System that is comparable to the NEPOOL GIS, such system may be used to support such documentation;
 3. the electrical energy delivered under the Legal Obligation received a North American Electric Reliability Council Tag (NERC Tag) confirming transmission from the originating Control Area to the ISO-NE Control Area; and
 4. the New Renewable Generation Attributes have not otherwise been, nor will be, sold, retired, claimed, used or represented as part of electrical energy output or sales, or used to satisfy obligations in jurisdictions other than Massachusetts.
3. The portion of the imported electrical energy output that qualifies as New Renewable Generation during each hour shall be the lesser of that hour's documented output metered at the NYISO bus bar or that hour's documented delivery into the ISO-NE Control Area.
4. The Generation Unit Owner, Operator, or authorized agent shall provide to the Department by July 1st of each year a certification that the Generation Unit's New Renewable Generation Attributes used for compliance with the Massachusetts Renewable Energy Portfolio Standard during the previous Compliance Year have not otherwise been, nor will be, sold, retired, claimed or represented as part of electricity output or sales, or used to satisfy obligations in jurisdictions other than Massachusetts.
5. Pursuant to Provision 2(a), above, the Department is in receipt of the following two contracts, which the Department has found to meet the requirements of said provision during the terms of the contracts: (1) a contract dated September 26, 2006, between Bio-Energy Partners and Constellation NewEnergy, Inc., for electrical energy of High Acres to be sold and delivered by the former to the latter until the end of December 31, 2008, along with the associated renewable generation attributes; and (2) a contract dated February 19, 2008, between WM Renewable Energy, LLC (formerly Bio-Energy Partners), and Constellation Energy Commodities Group, Inc., for electrical energy of High Acres II to be sold and delivered by the former to the latter until the end of December 31, 2010, along with the associated renewable generation attributes. The 2006 contract is for the output of engines at the High Acres facility in existence prior to 2008, installed variously between 1991 and 1999, while the 2006 contract is for the output of



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC UTILITY CONTROL

July 10, 2008

In reply, please refer to:

Docket No. 08-06-17:ADJ:PJC

Paul Pabor
W M Renewable Energy, L.L.C.
1001 Fannin; Suite 1000
Houston, Texas 77346

Ron Scherer
High Acres Landfill
425 Perinton Parkway
Fairport, New York 14450

Re: Docket No. 08-06-17 - Application of WM Renewable Energy, LLC for Qualification of High Acres Landfill as a Class I Renewable Energy Resource

Dear Messrs. Pabor and Scherer:

The Department of Public Utility Control (Department) acknowledges receipt on June 26, 2008, of your application for qualification of High Acres Landfill as a Class I renewable energy source facility. Applications for Connecticut Renewable Portfolio Standards qualifications are uncontested administrative proceedings. The case coordinator assigned to this docket is Peggy J. Chubbuck who can be reached at (860) 827-2654 and/or via email at peggy.chubbuck@po.state.ct.us.

Additional information is available at the Department's website: <http://www.state.ct.us/dpuc/> regarding the procedural practices of the Department and subsequent filings to the Department. You can also access the Department's website to obtain information about your docket, including any filings or correspondence in your docket. Also, the RPS database on the Department's website is still available for you to submit or access your application.

If additional information is needed, the Department will issue interrogatories to you, with instructions regarding the time and date on which the answers to the interrogatories would be due, and the manner in which the answers should be filed. The timing of the Department's ruling will depend on the length of time it takes to gather all necessary information for the Department to make its determination. If the ruling is adverse to you, the Department will give you an opportunity for a hearing and an opportunity to submit written exceptions to the Decision and to present oral arguments. The Department reminds you that you are under a continuing obligation to update the information provided in the Application, and thus further rulings regarding your particular generator are possible.

four 1.6 MW engines (known as High Acres II) installed during the first calendar quarter of 2008. The Generation Unit Owner, Operator, or authorized agent shall provide for the Department's review the successors to each of the above-described contracts. If the Department receives said successor contracts and finds that they satisfy Provision 2(a), then the qualification of the electrical energy imports from the Unit that comply with all other provisions of this Statement of Qualification shall continue for the duration of such contracts. This procedure must be repeated for every successor contract unless and until the Department suspends or modifies this provision.

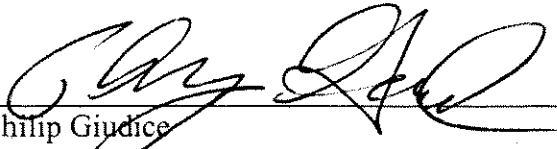
This Unit's NEPOOL GIS Identification Number is:

IMP-32690

This New Renewable Generation Unit is assigned a unique Massachusetts RPS Identification Number, listed below. Please include MA RPS ID #s on all correspondence with DOER.

MA RPS ID #: LG-1094-08

Pursuant to 225 CMR 14.06, the Owner, Operator, or authorized agent of the New Renewable Generation Unit is responsible for notifying the Department of any changes in the characteristics of the Generation Unit, or in its contractual rights and obligations relating to the sale and export of electrical energy to the ISO-NE control area, that could affect its eligibility status. The Owner, Operator, or authorized agent of the Generation Unit is also responsible for notifying the Department of any changes in the Unit's ownership, generation capacity, or contact information. The Department may suspend or revoke this Statement of Qualification if the Owner, Operator, or authorized agent of a New Renewable Generation Unit fails to comply with 225 CMR 14.00, including the provisions of this Statement of Qualification.



Philip Giudice
Commissioner
Department of Energy Resources

Date: 7/10/08

The Department has designated the Office of Consumer Counsel (OCC) as a Participant to this proceeding. The Department hereby directs all Participants to provide two (2) copies of all material submitted in this docket directly to the OCC. These copies are in addition to those required by the Department and should be addressed to OCC, not the Department.

Documents must be filed with the Executive Secretary of the Department in both electronic and paper form. The date and time of filing shall be the date and time the Department first receives a complete electronic version or the paper version and the required number of paper copies. Unless otherwise specified, filings are due by 4:00 p.m. on or before any required date. If a complete electronic version of the filing is submitted through the Department's Web Filing System, only one paper version of the filing is generally required. (For exceptionally voluminous or complex filings, the Department reserves the right to request additional paper copies.)


If a complete electronic version of the filing is not web filed, submit an original and six (6) copies for all briefs, reply briefs and comments/written exceptions. Submit an original and four (4) copies of all other documents. Each copy shall be collated and secured with the docket number prominently displayed on the first page. If additional paper copies of interrogatory responses and Late Filed Exhibits are required, each page shall be three-hole punched.

Please submit all correspondence and filings to Louise E. Rickard, Acting Executive Secretary, Department of Public Utility Control, 10 Franklin Square, New Britain, CT 06051. If you have any questions regarding the Department's rules of practice, including how to make a filing, etc., please contact Louise Rickard at (860) 827-2601.

Please be advised that all documents filed in this docket with the Department by admitted Participants can be viewed on the Department's website. The Department will also send documents in this docket via e-mail to anyone who requests it. (Click on sign up now for documents by email on our home page www.state.ct.us/dpuc). The Department's current service list for this docket is available on the Department's website located at www.dpuc.state.ct.us/DPUCservlist.html.

Sincerely,

DEPARTMENT OF PUBLIC UTILITY CONTROL


Nicholas E. Neeley
Acting Executive Secretary

cc: Service List

EXECUTION COPY

FROM: CONSTELLATION NEWENERGY, INC.
TO: Bio-Energy Partners
1001 Fannin; Suite 4000
Houston, TX 77002
ATTN: David Unger, Director of Renewable Energy
FAX: 713-328-7411
PH: 713-328-7457

This Agreement dated as of September 26, 2006 (this "Agreement") is between **Bio-Energy Partners** ("Seller") and **Constellation NewEnergy, Inc.** ("Buyer") (each individually a "Party" and collectively the "Parties") regarding a power purchase and sale transaction on the terms and conditions set forth herein.

1. Commercial Terms. The terms of this transaction are as follows:

REF: _____

Buyer: **Constellation NewEnergy, Inc.**

Seller: Bio-Energy Partners

Facility: Seller's High Acres, NY landfill gas-to-energy facility ("Facility").

Delivery Point: Seller's interconnection point with New York State Electric & Gas ("NYSEG") transmission system, such point known as PTID 23767 in Zone C, NY according to the New York Independent System Operator ("NYISO").

Delivery Period: Commencing HE 1:00 EPT January 1, 2007 and continuing through and including HE 24:00 December 31st, 2008 (including NERC Holidays)

Product: All of the following (collectively, the "Product"), to the extent produced by the Facility and/or the Facility is entitled to such during the Delivery Period:

- (a) The positive net electric energy exported from the Facility and measured at the Revenue Meters ("Energy");
- (b) up to 3.5 MW of NYISO Rest of State Unforced Capacity ("UCAP"), which quantity of UCAP shall be the quantity determined by the NYISO after any required demonstrated maximum net capacity ("DMNC") testing. Seller shall, at its own expense (and in coordination with Buyer in accordance with "NYISO Bidding, Scheduling and Billing" below) conduct (or cause to be conducted) DMNC testing for the Facility as required by the NYISO as applicable to the Facility;
- (c) all Ancillary Services and other payments and benefits attributable to, and to which the Facility is entitled; and
- (d) renewable energy attributes associated with the generation of Energy by the Facility which is delivered to the Delivery Point ("RECs").

Seller does not represent, warrant or covenant that any quantity of the Product or any component of the Product will be generated or produced, but Seller shall provide all components of the Product

attributable to, and to which the Facility is entitled, during the Delivery Period solely and exclusively to Buyer. Seller shall use reasonable commercial efforts to (i) maintain and operate the Facility in accordance with its past practice in an effort to produce the maximum amount of Energy consistent with applicable laws, regulations and operating standards, and (ii) provide Buyer with generation statistics and other information necessary for Buyer to (A) perform its obligations under "NYISO Bidding, Scheduling and Billing" below, and (B) establish the Product generated by the Facility and the Product to which the Facility is entitled under NYISO guidelines and applicable state law, including without limitation, executing one or more affidavits confirming factual matters relating to actual or potential renewable energy generated by the Facility. Except as otherwise specifically provided in this Agreement, Buyer, at Buyer's sole cost and expense, shall be responsible for negotiating with the NYISO, any governmental or regulatory entity or any other third party to establish Product components under NYISO guidelines and applicable state law.

Term: This Agreement shall become effective on the date first above written and shall continue in full force and effect until the earlier of (1) expiration of the Delivery Period or (2) the date the Agreement is terminated earlier as provided herein; provided, however, that upon termination hereof, the obligations and liabilities that are expressly stated to survive such termination shall continue in full force and effect in accordance with such express terms.

Hourly Quantity Of Energy: Approximately 3.0 MWhs on average, but ranging between 0 MWhs and in no event in excess of 3.7 MWhs

The Hourly Quantity does not constitute a firm quantity of Energy to be generated by Facility and sold to Buyer hereunder, such Hourly Quantity is merely an estimation of such quantity of Energy to be generated by the Facility at the Delivery Point.

Price: USD \$82.50 PER MEGAWATT HOUR of Energy delivered during the Delivery Period (the "Price"), which Price constitutes full compensation to Seller for all Product generated by or to which the Facility is entitled. Buyer shall not be entitled to any discount to the Price in the event that one or more components of the Product are absent because they were not produced or because the Facility is not entitled to such Product component; provided, however, that, Seller shall pay all costs, expenses and/or charges by the NYISO or any third party in respect of the Facility's back-up and maintenance power requirements and shall indemnify Buyer for any such costs, expenses and/or charges paid by Buyer in respect thereof.

Scheduling: Seller shall provide Buyer, by 3:00 pm Eastern time each Thursday during the Delivery Period, an estimated hourly Energy generation schedule for the next 7 days (a "Schedule") for the Facility in substantially the form of Exhibit A hereto, and Seller shall provide a revised hourly Energy generation schedule in the event that any Schedule previously submitted by Seller to Buyer is modified by Seller or otherwise. Any such revised Schedules delivered by Seller to Buyer in respect of a Sunday, Monday or Tuesday shall be submitted and confirmed by Seller to Buyer no later than the preceding Friday at 3:00 pm Eastern time.

Notwithstanding the immediately preceding paragraph, Seller shall have no liability for failing to match actual generation to scheduled generation if it provides Schedules as provided above, unless, actual generation for any day varies by more than fifty percent (50%) from the last such Schedule delivered by Seller to Buyer and such variation did not occur as a consequence of (i) an event of Force Majeure, or (ii) action by Seller that was operationally reasonable under the circumstances, provided

however, if Seller becomes liable for failing to match actual generation to scheduled generation as provided herein, Buyer's sole remedy shall be the remedy set out in Section 3 (a) of this Agreement.

Planned Outages: Seller shall take Planned Outages in accordance with the schedule attached hereto as Exhibit B, as modified and clarified by Seller and set forth in the Schedule to be delivered by Seller to Buyer pursuant hereto. "Planned Outage" means any outage other than Forced Outages U1-Unplanned (Forced) Outage-Immediate, U2-Unplanned (Forced) Outage-Delayed, or U3-Unplanned (Forced) Outage-Postponed, each as defined in the NERC Generating Unit Availability Data System (GADS) Data Reporting Instructions, page III-7, 10/02.

Metering: Seller shall provide hourly metering data of actual Energy delivered and shall use reasonable commercial efforts to provide such metering data within two days following delivery. Metering data shall be from Niagara Mohawk's revenue meters (the "Revenue Meters") at the Delivery Point and utilized by the NYISO for billing purposes, which shall determine Energy generated by the Facility and delivered by the Facility at the Delivery Point. Seller shall use reasonable commercial efforts, at Buyer's cost and expense, to provide real-time data of actual Energy generated by the Facility; provided, however, that in the event of any discrepancy between such real-time data and data from the Revenue Meters, the Parties shall, for all purposes of this Agreement, rely on data from the Revenue Meters.

NYISO Bidding, Scheduling and Billing: Seller shall take any and all commercially reasonable action necessary to appoint and designate Buyer as its agent for bidding, scheduling and billing in respect of any and all Products and the Facility with the NYISO. Pursuant to such appointment, Buyer shall be responsible for:

- (i) entering the proper operating and dispatch characteristics in respect of the Facility with the NYISO in accordance with the NYISO rules and protocols;
- (ii) notifying and providing the NYISO and NYSEG with information with respect to all planned outages, unplanned outage and De-rates information;
- (iii) scheduling voltage testing with the NYISO and NYSEG and the NYISO voltage testing;
- (iv) scheduling DMNC with the NYISO;
- (v) responding to all bidding and scheduling questions raised by the NYISO with respect to the Facility;
- (vi) reconciling all invoices and other billing information received from the NYISO with respect to the Facility against actual generation and other data from the Facility;
- (vii) collecting all operational ("GADS") data with respect to the Facility for submission to the NYISO on or before the twentieth (20th) day of each calendar month during the Delivery Period; and
- (viii) in concert with Seller, ensuring certification of all NERC requirements with respect to the Facility.

Except as otherwise provided in this Agreement, Buyer shall be responsible for all other NYISO requirements of the Facility and any penalties and other liabilities resulting from Buyer's actions taken as Seller's agent, unless and to the extent attributable to the negligence or willful misconduct of Seller.

Post-Termination NYISO Bidding, Scheduling and Billing Option: Upon termination of this Agreement prior to the end of the Delivery Period for any reason, including without limitation, Seller's Event of Default, and at Seller's option if Buyer is then and continues to be a member of the NYISO, Buyer shall continue to

perform its obligations under the "NYISO Bidding, Scheduling and Billing" subsection above for up to 90 days and use reasonable efforts to cause NYISO payments for the Product to be credited directly to Seller's account (or failing such direct credit, Buyer shall remit such payments to Seller); provided, however, that during such period, Seller shall be responsible for all NYISO penalties and other liabilities resulting from Buyer's actions taken as Seller's agent, unless and to the extent attributable to the gross negligence or willful misconduct of Buyer. If Seller exercises its option under this subsection (and has not terminated Buyer's performance under this paragraph as provided in the immediately following sentence), then Seller shall pay Buyer an amount equal to USD \$2.00 per Megawatt hour of Energy delivered during such period. Seller may terminate Buyer's performance under this paragraph at any time by giving Buyer at least 48 hours notice thereof.

RECs: During the Term of this Agreement, the delivery of Energy to Buyer at the Delivery Point, shall represent a transfer and assignment to Buyer of all right and title to and claim over all RECs or emission attributes associated with the specified MWh generated by the Facility and delivered to Buyer. Each Party agrees in good faith to cooperate and use commercially reasonable efforts to enable Buyer successfully to own, market, sell, trade or otherwise dispose of, the purchased RECs, all in accordance with Connecticut's Renewable Portfolio Standard and the NEPOOL GIS Operating Rules. "NEPOOL GIS" means the New England Power Pool Generation Information System, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, that accounts for the generation attributes of electricity generated within New England. Buyer shall, with reasonable cooperation from Seller, (a) comply with, and maintain the documentation required under the Connecticut Renewable Portfolio Standards; and (b) comply with any ISO requirements applicable to RECs. Seller shall cooperate with Buyer in connection with the completion of (a) qualification of the RECs under the Connecticut Renewable Portfolio Standards; and/or (b) Buyer documentation to register the RECs in the name of Buyer, and/or to allow Buyer to resell the RECs. Buyer will be responsible for maintaining and accounting for all RECs transferred to Buyer hereunder on the NEPOOL GIS system. Seller represents that Seller has the necessary characteristics for qualification of the RECs under the Connecticut Renewable Portfolio Standards as of the date of this Agreement, but makes no ongoing warranty to Buyer that the RECs will continue to qualify under the Connecticut Renewable Portfolio Standards, in the event of a change in applicable law or regulation during the Term of this Agreement. Seller shall have no liability to Buyer if Buyer fails to or is unable to resell the RECs for any reason, unless such failure or inability results from Seller's failure to cooperate with Buyer as set forth in this paragraph.

2. Performance, Title & Delivery.

Subject to the terms of this Agreement, during the Delivery Period, or applicable portion thereof, Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, at the Delivery Point all Product, if any, and Buyer shall pay Seller the Price therefor. Except as otherwise expressly provided in this Agreement, Seller shall be responsible for any and all costs, expenses and charges imposed on, and all liability and risk of loss associated with the possession, transmission and delivery of the Product up to the Delivery Point, and Buyer shall be responsible for any costs or charges imposed on, and all liability and risk associated with possession of and transmission of the Product at and from the Delivery Point. Seller warrants good and marketable title to all Product delivered and provided to Buyer. Seller represents that it has not sold, and covenants that during the Delivery Period it shall not sell, the Product to which Buyer is entitled under this Agreement to any other person or use the Product to which Buyer is entitled for any purpose other than the sale to Buyer under this Agreement. Seller agrees to indemnify and hold harmless Buyer from all claims, liabilities, taxes, and damages arising in relation or respect to all Product prior to the Delivery Point. Buyer agrees to indemnify and hold harmless Seller from all claims, liabilities, taxes and damages arising in relation or respect to all Product at and from the Delivery Point.

3. Liability For Non-Performance.

(a) Unless and to the extent required by an event of Force Majeure (as defined herein) and without its fault or negligence, if Seller (i) delivers the Energy component of Product to any person or entity other than Buyer during the Delivery Period, or applicable portion thereof, then Seller shall pay Buyer, on the date payment would otherwise be due to Seller an amount equal to the product of (A) the quantity (in MWhs) so delivered and (B) the positive difference, if any, obtained by subtracting the Price from the Replacement Price, and (ii) Delivers any component of the Product (other than the Energy component) to any person or entity other than Buyer during the Delivery Period, or applicable portion thereof, then Seller shall pay Buyer, on the date payment would otherwise be due to Seller an amount equal to the Replacement Price of such Product component, or if Seller's failure to cooperate with Buyer pursuant to the paragraph in Section 1 entitled "RECs" results in Buyer's failure or inability to resell the RECs, then Seller shall pay Buyer, on the date payment would otherwise be due to Seller an amount equal to the Replacement Price of the RECs that Buyer failed to or was unable to sell as a result of Seller's failure to cooperate. "Replacement Price" means the price at which Buyer, acting in a commercially reasonable manner, purchases a substitute or replacement Product component to replace the quantity of Product component delivered by Seller to such third party, plus additional transmission costs, if any, incurred by Buyer as a consequence of Seller's failure to deliver such Energy to Buyer, less any costs avoided by Buyer as a consequence of Seller's failure to perform; or, absent any such substitute or replacement purchase, the market price for such quantity of substitute or replacement Product at the Delivery Point during the Delivery Period, or applicable portion thereof, as determined by Buyer in a commercially reasonable manner; provided, however, in no event shall the Replacement Price include any penalties, ratcheted demand or similar charges or any stranded costs.

(b) Unless and to the extent prevented from doing so by an event of Force Majeure (as defined herein) and without its fault or negligence, if Buyer fails to receive the Energy component of Product from Seller in accordance with the terms and conditions of this Agreement, Buyer shall pay Seller, on the date payment would otherwise be due from Buyer, an amount equal to the product of (i) the quantity (in MWhs) of Energy not so received and (ii) the positive difference, if any, obtained by subtracting the Sales Price from the Price. "Sales Price" means the price at which Seller, acting in a commercially reasonable manner, resells the Energy not received by Buyer less additional transmission costs, if any, incurred by Seller as a consequence of Buyer failure to perform, plus any costs Seller avoids as a consequence of Buyer failure to perform; or, absent a resale, the market price for such quantity of Energy for delivery at the Delivery Point during the Delivery Period, or applicable portion thereof, as determined by Seller in a commercially reasonable manner.

(c) Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement. The remedies set out above shall constitute the sole remedies of each Party with respect to the non-performance or default of the other Party hereunder.

4. Billing and Payment.

Each month, Buyer shall transmit to Seller a statement setting forth the total amount due for the Product delivered by Seller during the prior month or portion thereof during the Delivery Period, which amounts shall be calculated based upon the data received from the Revenue Meters confirming the quantity of Energy delivered by the Facility at the Delivery Point during such month. Such statement shall also include any other charges due from or to Seller, including liquidated damages, interest, or payments or credits between the Parties relating to prior or contemporaneous transactions or previous deliveries under this Agreement. Absent data from the Revenue Meters as to actual quantities of Energy delivered at the Delivery Point, billing and payment will be based on scheduled quantities, with adjustments made in the next billing cycle to reflect any deviations between estimates and actual Energy deliveries at the Delivery Point. On the twentieth (20th) day of each month after a month during the Delivery Period when Energy was delivered hereunder, Buyer shall pay, by wire transfer in accordance with the Notices Section hereof, the amount due in respect of all Products delivered during the immediately preceding month. Overdue payments shall accrue interest thereon from,

and including, the due date thereof, to, but excluding, the date of payment, at two (2) percent over the per annum prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" (the "Interest Rate"); provided, however, that the Interest Rate shall never exceed the maximum rate permitted by applicable law. If Seller, in good faith and within six (6) months after the date it receives a statement from Buyer pursuant to this Section 4, disputes the accuracy of a statement, Buyer shall provide a written explanation of the basis for the dispute and Buyer shall pay the portion of such statement conceded by Seller to be correct no later than the due date. If any amount withheld by Buyer is ultimately determined to be due to Seller, it shall be paid within ten (10) days of such determination, along with interest accrued at the Interest Rate from the date due until the date paid. Inadvertent overpayments shall be returned by Seller upon request or deducted by Seller from subsequent statements. "Business Day" means a day on which Federal Reserve member banks in New York City are open for business and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Standard (or Daylight) time.

5. Netting.

If Buyer and Seller are each required to pay amounts in respect of purchases/sales hereunder or under any other contract between the Parties on the same day, then, upon notice from one Party to the other, such amounts with respect to each Party shall be aggregated and the Parties shall discharge their obligations to pay through netting, in which case the Party, if any, owing the greater aggregate amount shall pay to the other Party the difference between the amounts owed.

6. Force Majeure.

"Force Majeure" means an event or circumstance which prevents one Party from performing its obligations under this transaction, which event or circumstance was not anticipated as of the date the transaction was agreed to, which is not within the reasonable control of, or the result of the negligence of, the claiming Party, and which, by the exercise of due diligence, the claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer's markets; (ii) Buyer's inability economically to use or resell the Product purchased hereunder; (iii) the loss or failure or change in cost of Seller's fuel supply; or (iv) Seller's ability to sell the Product at a price greater than the Price. Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a transmission provider unless (i) such Party has contracted for firm transmission with a transmission provider for the Product to be delivered to or received at the Delivery Point and (ii) such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the transmission provider's tariff; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined in the first sentence hereof has occurred.

7. Default.

(a) An "Event of Default" shall mean, with respect to a Party ("Defaulting Party"), the occurrence of any of the following, notwithstanding any other provision of this Agreement or any other Agreement between the Parties ("Other Agreement") to the contrary: (i) the failure to make, when due, any payment due and payable under this Agreement or any Other Agreement, if such failure is not remedied within Five (5) Business Days after written notice thereof is given by the other Party; (ii) any representation or warranty made by the Defaulting Party herein or in any Other Agreement shall prove to be false or misleading in any material respect; (iii) the failure of the Defaulting Party to perform any covenant set forth in this Agreement or any Other Agreement (other than its obligations to deliver or receive energy, the remedy for which is provided in Section 3 hereof or otherwise in any Other Agreement) and such failure is not cured within two (2) Business Days after written notice thereof to the Defaulting Party; (iv) the filing of a petition or other commencement or authorization by the Defaulting Party of the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or the filing of any such petition or commencement of any such proceeding against the Defaulting Party; (v) the Defaulting Party otherwise becomes bankrupt or insolvent, however evidenced; (vi) the Defaulting Party becomes unable to pay its debts as they fall due; (vii) a Party fails to provide

Performance Assurance in accordance with Section 15 hereof; or (viii) any event referenced in clauses (i) – (vi) occurs with respect to any party providing Performance Assurance or a guaranty in respect of such Party's obligations hereunder.

(b) After the occurrence of an Event of Default with respect to a Defaulting Party, the other Party (the "Non-Defaulting Party") shall have the right, without prior notice, immediately and at any time thereafter while the Event of Default remains uncured, to liquidate and terminate this Agreement and any Other Agreement then outstanding between the Parties by terminating and liquidating this Agreement and such Other Agreement at its market value at such time and by setting off and netting the market values of such liquidated and terminated agreements to a single liquidated amount, payable within one Business Day by the Party owing the greater such amount to the other.

(c) The Defaulting Party shall indemnify and hold the other Party harmless from all reasonable costs and expenses, including reasonable attorney fees, incurred in the exercise of its remedies hereunder.

8. Limitation of Remedies, Liability and Damages.

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH DAMAGE, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, OR TO BE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ESTIMATED HARM OR LOSS.

9. Audit.

Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. In order to enable the Parties to exercise their dispute rights pursuant to Section 4 hereon, this Section will survive any termination of the Agreement for a period of six months from the date of the final statement delivered pursuant to Section 4 of this Agreement.

10. Representations and Warranties.

Each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement and any other documentation relating to this Agreement to which it is a party; (iii) the execution, delivery and performance of this Agreement and any other documentation relating to this Agreement to which it is a party are within its powers, have been duly authorized by all necessary action and do not violate any of the

terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it; (iv) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; (v) there are no bankruptcy proceedings pending or being contemplated by it or, to its knowledge, threatened against it; (vi) there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement or any other document relating to this Agreement to which it is a party; and (vii) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement.

11. Master Document.

If the Parties execute a master enabling agreement (hereinafter the "Master Document") governing the purchase and sale of electric energy and related products, from the effective date of such Master Document, the terms and conditions hereof with the exception of the Commercial Terms of Section 1 shall cease to govern or apply to this Agreement, and the terms of the Master Document shall thereafter govern. Neither Party shall be under any obligation to enter into a Master Document with the other Party.

12. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. This Agreement constitutes a "forward contract" and the Parties are "forward contract merchants," within the meaning of the United States Bankruptcy Code. Each Party further agrees that, for purposes of this Agreement, the other Party is not a "utility" as such term is used in 11 U.S.C. Section 366, and each Party waives and agrees not to assert the applicability of the provisions of 11 U.S.C. Section 366 in any bankruptcy proceeding wherein such Party is a debtor. In any such proceeding, each Party further waives the right to assert that the other Party is a provider of last resort. The provisions of this Agreement dealing with netting, setoff, default, termination, acceleration, liquidation, or closeout including but not limited to the provisions contained in Section 4.5 and Section 9.3, shall be deemed to be a "master netting agreement" within the meaning of the U.S. Bankruptcy Code.

13. Notices.

All notices, requests, statements or payments shall be made as specified below. Notices required to be in writing shall be delivered by letter, facsimile or other documentary form. Notice shall be deemed to have been received by the close of the day on which it was transmitted or hand delivered (unless transmitted or hand delivered after the close of recipient's business or on a day on which recipient is not open for business, in which case it shall be deemed received at the close of the next day on which recipient is open for business). Notice by overnight mail or overnight courier shall be deemed to have been received one (1) day after it was sent (unless delivered after the close of recipient's business or on a day on which recipient is not open for business, in which case it shall be deemed received on the next day on which recipient is open for business). A Party may change its addresses by providing notice of same in accordance herewith:

To Buyer:

NOTICES & CORRESPONDENCE:
Constellation NewEnergy, Inc.
810 Seventh Avenue, Suite 400
New York, NY 10019

PAYMENTS:
Buyer Bank
Acct:
ABA Routing #
Reference:

FAX No.: (212) 883-5888
Phone No.: (212) 885-6400
Attn: Dan McLaughlin and Robert Weir

Confirmation:

INVOICES:

Constellation NewEnergy, Inc.
111 Market Place, 5th Floor
Baltimore, MD 21202
FAX No.: (410) 468-3673
Phone No.: (410) 468-3677
Attn: Settlements Desk

SCHEDULING & OPERATIONAL CORRESPONDENCE:

Constellation NewEnergy, Inc.
111 Market Place, 5th Floor
Baltimore, MD 21202
FAX No.: (410) 468-3673
Phone No.: (410) 468-3510
Attn: Michael Constantine

To Seller:

NOTICES & ALL CORRESPONDENCE:

Bio-Energy Partners
1001 Fannin, Suite 4000
Houston, TX 77002
Attn.: Controller
FAX No.: 713-328-7411

Phone No.: 713-328-7345

PAYMENTS:

Bank: Bank One, NA
ABA Routing # 111000614
Acct No. 1571581071

OPERATIONAL CORRESPONDENCE

Keith Ott, Operator
Phone No.: 585-223-8150
Fax No.: 585-223-0528

14. Assignment.

Neither Party shall assign this Agreement or its rights or obligations hereunder without the prior written consent of the other Party; provided, however, either Party may, without the consent of the other Party (i) transfer, sell, pledge encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements (without relieving itself from liability hereunder), (ii) transfer or assign this Agreement to an affiliate of such Party, which affiliate's creditworthiness is comparable to or higher than that of the transferring Party at the time of transfer, or (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of such Party, so long as such transferee's or assignee's creditworthiness is comparable to or higher than that of the transferring or assigning Party's creditworthiness at the time of transfer. In each such case, any assignee shall agree to in writing be bound by the terms and conditions hereof.

15. Performance Assurance.

Should either Party have reasonable grounds to believe that the creditworthiness of the other Party has become unsatisfactory, then the dissatisfied Party (the "Requesting Party") may require assurance of the other Party's ability to perform any obligation hereunder. Such assurance ("Performance Assurance") may include (i) posting of a letter of

credit in favor of the Requesting Party by an issuing bank reasonably acceptable to the Requesting Party, (ii) posting of cash collateral with the Requesting Party, or (iii) other security reasonably acceptable to the Requesting Party; provided, however, that in no event shall the Requesting Party require the value of such Performance Assurance on any day to exceed the amount that would be payable by the other Party as a termination payment under Section 7. In the event that such other Party fails to provide such Performance Assurance within two (2) Business Days from the date of such Party's receipt of the Requesting Party's request, then an Event of Default shall be deemed to have occurred and the Requesting Party shall be entitled to the remedies set forth under the Default section above, as the Non-Defaulting Party.

16. General.

No amendment or modifications to this Agreement shall be enforceable unless reduced to writing and executed by both Parties. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee of this Agreement). No waiver by a Party of any default by the other Party shall be construed as a waiver of any other default. Any provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change will not otherwise affect the remaining lawful obligations that arise under this Agreement. Seller and Buyer agree that neither Party shall seek to change or amend this Agreement in any way through making application to the FERC or to any other governmental agency or authority, and that this Agreement shall not be subject to change through unilateral application by either Party under Sections 205 and 206 of the Federal Power Act (or pursuant to any other provision of applicable law). Each Party hereby irrevocably waives the right to seek any change or to support any application or complaint or other legislative, judicial or regulatory action made seeking a change in the rates or a change in the terms and conditions of this Agreement, absent the mutual agreement of the Parties. To the extent, if any, that this Agreement or the Facility is subject to the jurisdiction of the FERC, then absent explicit agreement of the Parties to any proposed changes, the standard of review for any changes to this Agreement or any transaction hereunder that is proposed by a Party, a non-party or the FERC acting *sua sponte* will be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine).

If you are in agreement with the terms and conditions of this Agreement, please execute below as indicated and return to us by fax.

Regards,

Constellation NewEnergy, Inc.

By: 

Name: Robert Weir

Title: Vice President

Agreed by Seller:

Bio-Energy Partners

By: 

Name: PAUL PABOR

Title: Vice President

EXHIBIT A

Form of Energy Generation Schedule

Complete (i) every Thursday by 3:00 pm Eastern time and upon reasonable request by Constellation NewEnergy, Inc. ("CNE") (ii) or if requested by CNE, by 3:00 pm Eastern time two days prior to such particular day on which Energy will be generated and (iii) in the event that any Schedule previously submitted to CNE is modified by Bio-Energy Partners or otherwise.

Date: _____

Time: _____

Page: _____

Date of Dispatch: _____

Fax to: Constellation NewEnergy, Inc.

111 Market Place, Suite 500

Baltimore, MD 21202

Fax No. _____

Export (MW, measured at the Delivery Point*[1])

Hour	Sat	Sun	Mon	Tues	Wed	Thur	Fri
	/ /	/ /	/ /	/ /	/ /	/ /	/ /
0:00-1:00							
1:00-2:00							
2:00-3:00							
3:00-4:00							
4:00-5:00							
5:00-6:00							
6:00-7:00							
7:00-8:00							
8:00-9:00							
9:00-10:00							
10:00-11:00							
11:00-12:00							
12:00-13:00							
13:00-14:00							
14:00-15:00							
15:00-16:00							
16:00-17:00							
17:00-18:00							
18:00-19:00							
19:00-20:00							
20:00-21:00							

21:00-22:00								
22:00-23:00								
23:00-24:00								

Signed: _____
Bio-Energy Partners

Date: _____

EXHIBIT B
PLANNED OUTAGE SCHEDULE

<u>Month</u>	<u>Plant Section</u>	<u>Duration</u> <u>(days)</u>
Jan - 07		
Feb - 07		
Mar - 07		
Apr - 07		
May - 07		
Jun - 07		
Jul - 07		
Aug - 07		
Sep - 07		
Oct - 07		
Nov - 07		
Dec - 07		

EXECUTABLE COPY

FROM: CONSTELLATION ENERGY COMMODITIES GROUP, INC.
TO: WM Renewable Energy, LLC
1001 Fannin; Suite 4000
Houston, TX 77002
ATTN: David Unger, Energy Marketing Manager
FAX: 713-328-7411
PH: 713-328-7457

This Agreement dated as of February 19, 2008 (this "Agreement") is between **WM Renewable Energy, LLC** ("Seller") and **Constellation Energy Commodities Group, Inc.** ("Buyer") (each individually a "Party" and collectively the "Parties") regarding a power purchase and sale transaction on the terms and conditions set forth herein.

1. Commercial Terms. The terms of this transaction are as follows:

REF: _____

Buyer: **Constellation Energy Commodities Group, Inc.**

Seller: **WM Renewable Energy, LLC**

Facility: Seller's High Acres, NY landfill gas-to-energy facility consisting of four Caterpillar 3520 reciprocating engines, each with a nameplate capacity of 1.6 MW ("High Acres II" or "Facility"), located on the site of Seller's existing High Acres, NY landfill gas-to-energy facility ("High Acres I").

Delivery Point: Seller's interconnection point with New York State Electric & Gas ("NYSEG") transmission system, such point known as PTID 23767 in Zone C, NY according to the New York Independent System Operator ("NYISO").

Delivery Period: Commencing HE 1:00 EPT March 15, 2008 (the "Anticipated Commercial Operations Date") and continuing through and including HE 24:00 December 31, 2010 (including North American Electric Reliability Corporation (or its successor, "NERC") Holidays)

Product: All of the following (collectively, the "Product"), to the extent produced by the Facility and/or the Facility is entitled to such during the Delivery Period:

- (a) The positive net electric energy exported from the Facility, measured as set forth in the Section herein entitled "Metering" and apportioned to the Facility as set forth in the Paragraph below entitled "High Acres I" and Section 4 (Billing) ("Energy");
- (b) all NYISO Rest of State Unforced Capacity ("UCAP") during the Delivery Period, which quantity of UCAP shall be the quantity determined by the NYISO after any required demonstrated maximum net capacity ("DMNC") testing. Seller shall, at its own expense (and in coordination with Buyer in accordance with "NYISO Bidding, Scheduling and Billing" below) conduct (or cause to be conducted) DMNC testing for the Facility as required by the NYISO as applicable to the Facility;
- (c) all Ancillary Services, as defined by NYISO, and other payments and benefits attributable to, and to which the Facility is entitled; and

- (d) all RECs and Other Attributes associated with the generation of Energy by the Facility which is delivered to the Delivery Point.

"RECs" means the renewable energy certificates or credits, whether in the form of affidavits or other documents (including electronic documents), that identify and attest to the ownership of and entitlement to receive credit for generation attributes of each MWh from qualified renewable Energy, including any certificates that may be created under a New York generation attribute tracking system and certain NEPOOL GIS certificates that identify generation attributes pursuant to the NEPOOL Generation Information System ("NEPOOL GIS") Operating Rules or any successor New England Power Pool ("NEPOOL") or ISO New England Inc. ("ISO-NE") rules, which comply with the regulations promulgated pursuant to or as more explicitly provided for in the Commonwealth of Massachusetts for a "new renewable energy generating source" as defined in M.G.L. c.25A, § 11F ("New Renewable Resource") (the "MARPS") or meet such other renewable portfolio standard requested by Buyer in its sole discretion as further described under the heading "RECs" below. The Energy shall be physically metered within the specified vintage period. "Other Attributes" means any and all fuel, emissions, air quality, or other environmental characteristics, credits, benefits, reductions, offsets, and allowances, howsoever entitled or named, in which the Seller has property rights or will have property rights upon such attributes coming into existence, in addition to such other generation attributes necessary to create a certificate within NEPOOL GIS, including but not limited to vintage and labor characteristics, but excluding production tax credits, as that term is defined in Section 45 of the Internal Revenue Code of 1986, as amended, or any successor production tax credit, and property tax abatements.

Seller does not represent, warrant or covenant that any quantity of the Product or any component of the Product will be generated or produced, but Seller shall provide all components of the Product attributable to, and to which the Facility is entitled, during the Delivery Period solely and exclusively to Buyer. Seller shall use reasonable commercial efforts to (i) maintain and operate the Facility in accordance with Prudent Industry Practice (as defined below) in an effort to produce the maximum amount of Energy consistent with applicable laws, regulations and operating standards, and (ii) provide Buyer with generation statistics and other information necessary for Buyer to (A) perform its obligations under "NYISO Bidding, Scheduling and Billing" below, and (B) establish the Product generated by the Facility and the Product to which the Facility is entitled under NYISO guidelines and applicable state law, including without limitation, executing one or more affidavits confirming factual matters relating to actual or potential renewable energy generated by the Facility. Except as otherwise specifically provided in this Agreement, upon Buyer's request and at Buyer's sole cost and expense, Seller shall be responsible for negotiating with, filing necessary applications with and making necessary certifications to the NYISO, any governmental or regulatory entity or any other third party to establish Product components under NYISO guidelines and applicable state law.

"Prudent Industry Practice" means any of the practices, methods and acts engaged in or adopted by a significant portion of the electric generation industry, or any practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time, would have reasonably been expected to accomplish the desired result consistent with reliability, safety, expedition, economy and the requirements of governmental agencies having jurisdiction.

High Acres I: Seller and Buyer (or their affiliates) are parties to that certain Agreement, dated September 26, 2006 (the "High Acres I Agreement"), pursuant to which Seller (or its affiliate) delivers and Buyer (or its affiliate) purchases the output of High Acres I. Seller shall use commercially reasonable efforts to operate High Acres II in such a way as to not affect the output of High Acres I. Buyer will apportion the Product as metered by the Revenue Meters and delivered to the Delivery Point between High Acres I and High Acres II for purposes of payment based on the Facility Metering Data (as defined below); provided, however, that in no event will the combined quantity of Product

purchased by Buyer under the High Acres I Agreement and this Agreement exceed the quantity of Product as measured at the Delivery Point.

Term: This Agreement shall become effective on the date first above written and shall continue in full force and effect until the earlier of (1) expiration of the Delivery Period or (2) the date the Agreement is terminated earlier as provided herein; provided, however, that upon termination hereof, the obligations and liabilities that are expressly stated to survive such termination shall continue in full force and effect in accordance with such express terms.

Hourly Quantity Of Energy: Approximately 5.5 MWhs on average, but ranging between 0 MWhs and in no event in excess of 6.2 MWhs

The Hourly Quantity does not constitute a firm quantity of Energy to be generated by Facility and sold to Buyer hereunder, such Hourly Quantity is merely an estimation of such quantity of Energy to be generated by the Facility at the Delivery Point.

Price: Price for each MWh of Energy delivered during the Delivery Period (the "Price") for each month of the Delivery Period shall be as set forth in Exhibit C hereto, which Price constitutes full compensation to Seller for all Product generated by or to which the Facility is entitled. Buyer shall not be entitled to any discount to the Price in the event that one or more components of the Product are absent because they were not produced or because the Facility is not entitled to such Product component, except (i) in the case of the Facility's failure to qualify for UCAP in any month, as further described below; and (ii) in the case of RECs, if the Facility fails to qualify as a New Renewable Resource under MARPS, as further described below. Notwithstanding the foregoing, Seller shall pay all costs, expenses and/or charges by the NYISO or any third party in respect of the Facility's back-up and maintenance power requirements and shall indemnify Buyer for any such costs, expenses and/or charges paid by Buyer in respect thereof.

Scheduling: Seller will inform Buyer immediately of any limitations, restrictions, deratings, curtailments or outages affecting the Facility (without regard to whether such events or circumstances constitute Force Majeure hereunder), which notice will include Seller's expectation of when the Facility will return to full capacity, and will promptly update such notice to the extent of any changes in this information. Seller will notify Buyer in writing not later than 9:00 a.m. EST on the day before start-up of the Facility following any outage (planned or unplanned).

Seller shall provide Buyer, by 10:00 A.M. Eastern time of each Business Day during the Delivery Period, an estimated hourly Energy generation schedule for the Facility (a "Schedule") for the Business Day following the next Business Day. Schedules for weekend days and holidays shall be provided by 10:00 A.M. Eastern time on the last Business Day prior to such weekend day or holiday day. Said Schedule, which may be submitted in advance of the due date specified herein for each day of the Delivery Period with the understanding that such Schedule shall serve as a "standing schedule" in the absence of any subsequent modification submitted to Buyer on or before the due date, may be used by Buyer in determining whether it will bid the Facility into the day-ahead market. Said Schedule shall be in substantially the form of Exhibit A attached hereto. In the event that Seller does not provide a Schedule on any day, as required, the most recently provided Schedule shall be deemed to be effective for such day. Seller shall provide to Buyer a revised hourly Energy generation schedule in the event that any Schedule previously submitted by Seller to Buyer is modified by Seller as soon as practicable after Seller changes its estimated operation of the Facility.

Notwithstanding the immediately preceding paragraph, Seller shall have no liability for failing to match actual generation to scheduled generation if it provides Schedules as provided above, unless, actual generation for any day varies by more than fifty percent (50%) from the last such Schedule delivered by Seller to Buyer and such variation did not occur as a consequence of (i) an event of Force Majeure, or (ii) action by Seller that was necessary in accordance with Prudent Industry Practice under the circumstances.

Seller acknowledges and agrees that, if Seller's failure to notify Buyer of any changes in the operational status of the Facility in accordance with this Section results in Buyer being unable to schedule any of the Products with the NYISO or export such Products into the ISO-NE control area, Buyer will be excused from payment for such Products.

Capacity Seller will cooperate with all capacity testing (including DMNC testing) and other NYISO requirements to permit the Facility to be recognized as a capacity resource, including but not limited to scheduling planned outages in accordance with applicable NYISO protocols.

If during any month of the Delivery Period the Facility (i) is not recognized as a capacity resource; or (ii) as the result of Seller's failure to comply with the requirements of this Section, does not receive all compensation from the ISO related to UCAP to which it would otherwise be entitled (any such period, an "Affected Period"), Buyer shall be entitled to a reduction in Price for the duration of such Affected Period as compensation for the loss of the value of UCAP during such Affected Period.

Planned Outages: Seller shall take Planned Outages in accordance with the schedule attached hereto as Exhibit B, as modified and clarified by Seller and set forth in the Schedule to be delivered by Seller to Buyer pursuant hereto. "Planned Outage" means any outage other than Forced Outages U1-Unplanned (Forced) Outage-Immediate, U2-Unplanned (Forced) Outage-Delayed, or U3-Unplanned (Forced) Outage-Postponed, each as defined in the NERC Generating Unit Availability Data System (GADS) Data Reporting Instructions, page III-7, 10/02.

Metering: Seller shall provide hourly metering data of actual Energy delivered and shall use reasonable commercial efforts to provide such metering data no later than noon on the next Business Day following delivery. Metering data shall be from Niagara Mohawk's revenue meters (the "Revenue Meters") at the Delivery Point and utilized by the NYISO for billing purposes, which shall determine Energy generated by the Facility and delivered by the Facility at the Delivery Point. Seller shall use reasonable commercial efforts to provide real-time data of actual Energy generated by the Facility; provided, however, that in the event of any discrepancy between such real-time data and data from the Revenue Meters, the parties shall, for all purposes of this Agreement, rely on data from the Revenue Meters. In addition, Seller shall provide Buyer with hourly metering data of Energy generated by each of High Acres I and High Acres II, as measured at each of High Acres I and High Acres II facilities (the "Facility Metering Data"), for billing purposes as described further under "Billing" below.

NYISO Bidding, Scheduling and Billing: Seller shall take any and all commercially reasonable action necessary to appoint and designate Buyer as its agent for bidding, scheduling and billing in respect of any and all Products and the Facility with the NYISO provided, however, Seller shall register as the Facility's "Generator Operator" as defined by and if required by NERC. Pursuant to such appointment, Buyer shall be responsible for:

- (i) entering the proper operating and dispatch characteristics in respect of the Facility with the NYISO in accordance with the NYISO rules and protocols;

- (ii) notifying and providing the NYISO and NYSEG with information with respect to all planned outages, unplanned outage and De-rates information;
- (iii) scheduling voltage testing with the NYISO and NYSEG and the NYISO voltage testing;
- (iv) with the cooperation of Seller, scheduling DMNC with the NYISO;
- (v) responding to all bidding and scheduling questions raised by the NYISO with respect to the Facility;
- (vi) reconciling all invoices and other billing information received from the NYISO with respect to the Facility against actual generation and other data from the Facility;
- (vii) with the cooperation of Seller, collecting all operational ("GADS") data with respect to the Facility for submission to the NYISO on or before the twentieth (20th) day of each calendar month during the Delivery Period; and
- (viii) in concert with Seller, ensuring certification of all NERC requirements with respect to the Facility.

Except as otherwise provided in this Agreement, Buyer shall be responsible for all other NYISO requirements of the Facility and any penalties and other liabilities resulting from Buyer's actions taken as Seller's agent, unless and to the extent attributable to the negligence or willful misconduct of Seller.

RECs:

During the Term of this Agreement, the delivery of Energy to Buyer at the Delivery Point shall represent a transfer and assignment to Buyer of all right and title to and claim over all RECs and Other Attributes associated with the specified MWh generated by the Facility and delivered to Buyer. Each Party agrees in good faith to cooperate and use commercially reasonable efforts to enable Buyer successfully to own, market, sell, trade or otherwise dispose of, the purchased RECs, all in accordance with the MARPS, the NEPOOL GIS Operating Rules, and such other renewable portfolio standards as Buyer may request in its sole discretion; *provided, however*, that Buyer shall bear any expenses relating to registering the Facility or the RECs as required for compliance with such other renewable portfolio standards (other than MARPS). Buyer shall, with reasonable cooperation from Seller, (a) comply with, and maintain the documentation required under the MARPS; and (b) comply with any NYISO, ISO-NE or NEPOOL GIS requirements applicable to RECs. Seller shall cooperate with Buyer in connection with the completion of (y) qualification of the RECs under the MARPS; and/or (z) Buyer documentation to register the RECs in the name of Buyer, and/or to allow Buyer to resell the RECs. Buyer will be responsible for, with the cooperation of Seller, maintaining and accounting for all RECs transferred to Buyer hereunder on the NEPOOL GIS. Seller hereby represents and warrants to Buyer that (i) at the time of execution, and subsequently upon the delivery and transfer of the RECs and Other Attributes, Seller will convey good title to the RECs and Other Attributes to Buyer free and clear of any liens or other encumbrances or title defects; (ii) the Facility has the necessary characteristics for qualification as a New Renewable Resource under the MARPS; and (iii) this Agreement constitutes Seller's legal, valid and binding obligation enforceable against it in accordance with the terms hereof. If the Facility fails to qualify as a New Renewable Resource under the MARPS at any time during the Term of this Agreement (such period, the "REC Affected Period"), Buyer shall be entitled to a reduction in Price for the duration of such REC Affected Period equal to the Replacement Price of such RECs (as defined in Section 3(a)) during such REC Affected Period. Seller warrants that the RECs sold to Buyer hereunder have not otherwise been, nor will be sold, retired, claimed or represented as part of electricity output or sales, or used to satisfy obligations in any other jurisdiction. Buyer shall, with reasonable cooperation from Seller, be responsible for registering the RECs sold to Buyer hereunder and qualifying them in such additional jurisdictions and/or tracking or trading programs Buyer chooses. Seller shall reasonably cooperate with Buyer in

such regard by providing generation statistics and other Facility information. This paragraph shall survive the expiration or termination of this Agreement for the applicable statute of limitations period.

2. Performance, Title & Delivery.

Subject to the terms of this Agreement, during the Delivery Period, or applicable portion thereof, Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, at the Delivery Point all Product, if any, and Buyer shall pay Seller the Price therefor. Except as otherwise expressly provided in this Agreement, Seller shall be responsible for any and all costs, expenses and charges imposed on, and all liability and risk of loss associated with the possession, transmission and delivery of the Product up to the Delivery Point, and Buyer shall be responsible for any costs or charges imposed on, and all liability and risk associated with possession of and transmission of the Product at and from the Delivery Point. Seller warrants good and marketable title to all Product delivered and provided to Buyer. Seller represents that it has not sold, and covenants that during the Delivery Period it shall not sell, the Product to which Buyer is entitled under this Agreement to any other person or use the Product to which Buyer is entitled for any purpose other than the sale to Buyer under this Agreement. Seller agrees to indemnify and hold harmless Buyer from all claims, liabilities, taxes, and damages arising in relation or respect to all Product prior to the Delivery Point. Buyer agrees to indemnify and hold harmless Seller from all claims, liabilities, taxes and damages arising in relation or respect to all Product at and from the Delivery Point.

3. Liability For Non-Performance; Delayed Commercial Operations Date.

(a) *Failure to Deliver:* If Seller (i) unless and to the extent required by an event of Force Majeure (as defined herein) fails to deliver the Energy component of Product to Buyer during the Delivery Period, or applicable portion thereof, then Seller shall pay Buyer, on the date payment would otherwise be due to Seller an amount equal to the product of (A) the quantity (in MWhs) that Seller failed deliver and (B) the positive difference, if any, obtained by subtracting the Price from the Replacement Price, or (ii) delivers any component of the Product (other than the Energy component) to any person or entity other than Buyer during the Delivery Period, or applicable portion thereof, then Seller shall pay Buyer, on the date payment would otherwise be due to Seller an amount equal to the Replacement Price of such Product component, or if Seller's failure to cooperate with Buyer pursuant to the paragraph in Section 1 entitled "RECs" results in Buyer's failure or inability to resell the RECs, then Seller shall pay Buyer, on the date payment would otherwise be due to Seller an amount equal to the Replacement Price of the RECs that Buyer failed to or was unable to sell as a result of Seller's failure to cooperate.

"Replacement Price" means the price at which Buyer, acting in a commercially reasonable manner, purchases a substitute or replacement Product component to replace the quantity of Product component Seller failed to deliver, plus additional transmission costs, if any, incurred by Buyer as a consequence of Seller's failure to deliver such Energy to Buyer, less any costs avoided by Buyer as a consequence of Seller's failure to perform; or, absent any such substitute or replacement purchase, the market price for such quantity of substitute or replacement Product at the Delivery Point during the Delivery Period, or applicable portion thereof, as determined by Buyer in a commercially reasonable manner; provided, however, that in the case of RECs, if Buyer is unable, through commercially reasonable efforts, to obtain replacement RECs, then the Replacement Price for RECs will be deemed to be the Alternative Compliance Payment; provided, further, in no event shall the Replacement Price include any penalties (except as specifically set forth in this subsection), ratcheted demand or similar charges or any stranded costs.

"Alternative Compliance Payment" means the maximum amount per MWh that Buyer would be required to pay under MARPS resulting from a failure to obtain or hold the required number of RECs, regardless of whether Buyer in fact obtains or holds the requisite number of RECs under such MARPS

(b) *Failure to Receive:* Unless and to the extent prevented from doing so by an event of Force Majeure (as defined herein) and without its fault or negligence, if Buyer fails to receive the Energy component of Product from Seller in accordance with the terms and conditions of this Agreement, Buyer shall pay Seller, on the date payment

would otherwise be due from Buyer, an amount equal to the product of (i) the quantity (in MWhs) of Energy not so received and (ii) the positive difference, if any, obtained by subtracting the Sales Price from the Price. "Sales Price" means the price at which Seller, acting in a commercially reasonable manner, resells the Energy not received by Buyer less additional transmission costs, if any, incurred by Seller as a consequence of Buyer failure to perform, plus any costs Seller avoids as a consequence of Buyer failure to perform; or, absent a resale, the market price for such quantity of Energy for delivery at the Delivery Point during the Delivery Period, or applicable portion thereof, as determined by Seller in a commercially reasonable manner.

(c) *Compensation for Delayed Commercial Operations Date.* Seller understands that Buyer is relying on the delivery of the Contract Products under this Agreement not later than the Expected Commercial Operations Date, and that Buyer is willing to enter into this Agreement prior to the Commercial Operations Date based on Seller's assurances that the Commercial Operations Date will occur not later than the Expected Commercial Operations Date. Accordingly, Seller agrees to take all commercially reasonable efforts to cause the Commercial Operations Date to occur on or prior to the Expected Commercial Operations Date. In addition, for each day the Commercial Operations Date is delayed beyond the Expected Commercial Operations Date, other than for reasons of Force Majeure, Seller agrees to pay to Buyer liquidated damages, calculated for each day as (i) the positive difference, if any, obtained by subtracting the Price from the Replacement Price multiplied by (ii) 132 MWh, which Seller agrees and acknowledges does not constitute any sort of penalty. All such amounts will be paid by Seller within ten (10) Business Days after receiving a written invoice from Buyer.

"Commercial Operations Date" means the last to occur of the following: (i) the date the NYISO certifies the Facility as a capacity resource, (ii) the date the Facility is certified as eligible for the MARPS, or (iii) the date the Facility is first capable of producing Energy at its net maximum capacity on a sustained and continuous basis.

(d) Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement. The remedies set out above shall constitute the sole remedies of each Party with respect to the non-performance or default of the other party hereunder.

4. Billing and Payment.

Each month, Buyer shall transmit to Seller a statement setting forth the total amount due for the Product delivered by Seller during the prior month or portion thereof during the Delivery Period, which amounts shall be calculated based upon the data received from the Revenue Meters confirming the quantity of Energy delivered by the Facility at the Delivery Point during such month, as adjusted based on Facility Metering Data. Such statement shall also include any other charges due from or to Seller, including liquidated damages, interest, or payments or credits between the Parties relating to prior or contemporaneous transactions or previous deliveries under this Agreement. Absent data from the Revenue Meters and Facility Metering Data as to actual quantities of Energy delivered at the Delivery Point, billing and payment will be based on scheduled quantities, with adjustments made in the next billing cycle to reflect any deviations between estimates and actual Energy deliveries at the Delivery Point. On the tenth (10th) day of each month after a month during the Delivery Period when Energy was delivered hereunder, Seller shall provide Buyer complete Facility Metering Data. On the twentieth (20th) day of each month after a month during the Delivery Period when Energy was delivered hereunder, Buyer shall pay, by wire transfer in accordance with the Notices Section hereof, the amount due in respect of all Products delivered during the immediately preceding month. Overdue payments shall accrue interest thereon from, and including, the due date thereof, to, but excluding, the date of payment, at two (2) percent over the per annum prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" (the "Interest Rate"); provided, however, that the Interest Rate shall never exceed the maximum rate permitted by applicable law. If Seller, in good faith and within six (6) months after the date it receives a statement from Buyer pursuant to this Section 4, disputes the accuracy of a statement, Buyer shall provide a written explanation of the basis for the dispute and Buyer shall pay the portion of such statement conceded by Seller to be correct no later than the due date. If any amount withheld by Buyer is ultimately determined to be due to Seller, it shall be paid within ten (10) days of such

determination, along with interest accrued at the Interest Rate from the date due until the date paid. Inadvertent overpayments shall be returned by Seller upon request or deducted by Seller from subsequent statements. "Business Day" means a day on which Federal Reserve member banks in New York City are open for business and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Standard (or Daylight) time.

5. Netting.

If Buyer and Seller are each required to pay amounts in respect of purchases/sales hereunder or under any other contract between the Parties on the same day, then, upon notice from one Party to the other, such amounts with respect to each Party shall be aggregated and the Parties shall discharge their obligations to pay through netting, in which case the Party, if any, owing the greater aggregate amount shall pay to the other Party the difference between the amounts owed.

6. Force Majeure.

"Force Majeure" means an event or circumstance which prevents one Party from performing its obligations under this transaction, which event or circumstance was not anticipated as of the date the transaction was agreed to, which is not within the reasonable control of, or the result of the negligence of, the claiming Party, and which, by the exercise of due diligence, the claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer's markets; (ii) Buyer's inability economically to use or resell the Product purchased hereunder; (iii) the loss or failure or change in cost of Seller's fuel supply; or (iv) Seller's ability to sell the Product at a price greater than the Price. Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a transmission provider unless (y) such Party has contracted for firm transmission with a transmission provider for the Product to be delivered to or received at the Delivery Point and (z) such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the transmission provider's tariff; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined in the first sentence hereof has occurred.

7. Default.

(a) An "Event of Default" shall mean, with respect to a Party ("Defaulting Party"), the occurrence of any of the following, notwithstanding any other provision of this Agreement or any other Agreement between the Parties ("Other Agreement") to the contrary: (i) the failure to make, when due, any payment due and payable under this Agreement or any Other Agreement, if such failure is not remedied within five (5) Business Days after written notice thereof is given by the other Party; (ii) any representation or warranty made by the Defaulting Party herein or in any Other Agreement shall prove to be false or misleading in any material respect; (iii) the failure of the Defaulting Party to perform any covenant set forth in this Agreement or any Other Agreement (other than its obligations to deliver or receive energy, the remedy for which is provided in Section 3 hereof or otherwise in any Other Agreement) and such failure is not cured within two (2) Business Days after written notice thereof to the Defaulting Party; (iv) the filing of a petition or other commencement or authorization by the Defaulting Party of the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or the filing of any such petition or commencement of any such proceeding against the Defaulting Party; (v) the Defaulting Party otherwise becomes bankrupt or insolvent, however evidenced; or (vi) the Defaulting Party becomes unable to pay its debts as they fall due; (vii) a Party fails to provide Performance Assurance or maintain the Guarantee (as defined in Section 15) in accordance with Section 15 hereof; or (viii) any event referenced in clauses (i) – (vi) occurs with respect to any party providing Performance Assurance or a guaranty (including the Guarantee, as defined in Section 15) in respect of such Party's obligations hereunder.

(b) After the occurrence of an Event of Default with respect to a Defaulting Party, the other Party (the "Non-Defaulting Party") shall have the right, without prior notice, immediately and at any time which the Event of Default remains uncured, to liquidate and terminate this Agreement and any Other Agreement then outstanding between the

Parties by terminating and liquidating this Agreement and such Other Agreement at its market value at such time and by setting off and netting the market values of such liquidated and terminated agreements to a single liquidated amount, payable within one Business Day by the Party owing the greater such amount to the other.

(c) The Defaulting Party shall indemnify and hold the other Party harmless from all reasonable costs and expenses, including reasonable attorney fees, incurred in the exercise of its remedies hereunder.

8. Limitation of Remedies, Liability and Damages.

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH DAMAGE, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, OR TO BE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ESTIMATED HARM OR LOSS.

9. Records Retention; Audit; Insurance.

Each Party will maintain, for a period of five (5) years on a rolling basis, complete and accurate records required for the purpose of proper administration of this Agreement, including metering records, billing records, and such records regarding ownership, management, control, operation and maintenance of the Facility as may be required under this Agreement, applicable law, prudent industry practice or applicable NYISO or ISO-NE rules. Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. In order to enable the Parties to exercise their dispute rights pursuant to Section 4 hereof, this Section will survive any termination of the Agreement for a period of six months from the date of the final statement delivered pursuant to Section 4 of this Agreement. Upon Buyer's written request, Seller will promptly provide to Buyer evidence in form and substance reasonably satisfactory to Buyer of the existence of the insurance and coverages maintained with respect to the Facility.

10. Representations and Warranties.

Each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it has and shall maintain all regulatory authorizations necessary for it to legally perform its obligations under this Agreement (whether from the Utility, the NYISO or any regulatory body) and any other documentation relating to this Agreement to which it is a party; (iii) the execution, delivery and performance of this Agreement and any other documentation relating to this Agreement to which it is a party are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its

governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it; (iv) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; (v) there are no bankruptcy proceedings pending or being contemplated by it or, to its knowledge, threatened against it; (vi) there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement or any other document relating to this Agreement to which it is a party; and (vii) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement.

11. Master Document.

If the Parties execute a master enabling agreement (hereinafter the "Master Document") governing the purchase and sale of electric energy and related products, from the effective date of such Master Document, the terms and conditions hereof with the exception of the Commercial Terms of Section 1 shall cease to govern or apply to this Agreement, and the terms of the Master Document shall thereafter govern. Neither Party shall be under any obligation to enter into a Master Document with the other Party.

12. Governing Law; Forward Contract.

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. This Agreement constitutes a "forward contract" and the Parties are "forward contract merchants," within the meaning of the United States Bankruptcy Code. Each Party further agrees that, for purposes of this Agreement, the other Party is not a "utility" as such term is used in 11 U.S.C. Section 366, and each Party waives and agrees not to assert the applicability of the provisions of 11 U.S.C. Section 366 in any bankruptcy proceeding wherein such Party is a debtor. In any such proceeding, each Party further waives the right to assert that the other Party is a provider of last resort. The provisions of this Agreement dealing with netting, setoff, default, termination, acceleration, liquidation, or closeout including but not limited to the provisions contained in Section 5 and Section 7(b), shall be deemed to be a "master netting agreement" within the meaning of the U.S. Bankruptcy Code.

13. Notices.

All notices, requests, statements or payments shall be made as specified below. Notices required to be in writing shall be delivered by letter, facsimile or other documentary form. Notice shall be deemed to have been received by the close of the day on which it was transmitted or hand delivered (unless transmitted or hand delivered after the close of recipient's business or on a day on which recipient is not open for business, in which case it shall be deemed received at the close of the next day on which recipient is open for business). Notice by overnight mail or overnight courier shall be deemed to have been received one (1) day after it was sent (unless delivered after the close of recipient's business or on a day on which recipient is not open for business, in which case it shall be deemed received on the next day on which recipient is open for business). A Party may change its addresses by providing notice of same in accordance herewith:

To Buyer:

NOTICES & CORRESPONDENCE:

Constellation Energy Commodities Group, Inc.
111 Market Place, Suite 500
Baltimore, Md. 21202

PAYMENTS:

Bank: M&T Bank
ABA Routing # 022000046
Reference: Constellation Energy Commodities Group, Inc.

FAX No.: 410-468-3620
Phone No.: 410-468-3540
Attn: Contract Management

INVOICES:

Constellation Energy Commodities Group, Inc.
111 Market Place, 5th Floor
Baltimore, MD 21202
FAX No.: (410) 468-16790
Phone No.: (410) 470-2469
Attn: Shelly Schopp
Email: Shelley.Schopp@Constellation.com

SCHEDULING & OPERATIONAL CORRESPONDENCE:

Constellation Energy Commodities Group, Inc.
111 Market Place, 5th Floor
Baltimore, MD 21202
FAX No.: (410) 468-3530
Phone No.: (410) 468-3540
Attn: Scheduling Desk

To Seller:

NOTICES & ALL CORRESPONDENCE:

WM Renewable Energy, LLC
1001 Fannin, Suite 4000
Houston, TX 77002
Attn.: Controller
FAX No.: 713-328-7411
Phone No.: 713-328-7345

PAYMENTS:

Bank: _____
ABA Routing # _____
Acct No. _____
Contact: _____
Tel: _____

OPERATIONAL CORRESPONDENCE

Keith Ott, Operator
Phone No.: 585-223-8150
Fax No.: 585-223-0528

14. Assignment.

Neither Party shall assign this Agreement or its rights or obligations hereunder without the prior written consent of the other Party; provided, however, either Party may, without the consent of the other Party (i) transfer, sell, pledge encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements (without relieving itself from liability hereunder), (ii) transfer or assign this Agreement to an affiliate of such Party, which affiliate's creditworthiness is comparable to or higher than that of the transferring Party at the time of transfer, or (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of such Party, so long as such transferee's or assignee's creditworthiness is comparable to or higher than that of the transferring or assigning Party's creditworthiness at the time of transfer. In each such case, any assignee shall agree to in writing be bound by the terms and conditions hereof.

15. Performance Assurance.

Should either Party experience a Downgrade Event, then the other Party (the "Requesting Party") may require assurance of the other Party's ability to perform any obligation hereunder. Such assurance ("Performance Assurance") may include (i) posting of a letter of credit in favor of the Requesting Party by an issuing bank reasonably acceptable to the Requesting Party, (ii) posting of cash collateral with the Requesting Party, or (iii) other security reasonably acceptable to the Requesting Party; provided, however, that in no event shall the Requesting Party require the value of such Performance Assurance on any day to exceed the amount that would be payable by the other Party as a termination payment under Section 7. In the event that either Party (i) fails to maintain its Guarantee; or (ii) fails to provide Performance Assurance within two (2) Business Days from the date of such Party's receipt of the Requesting Party's request, then an Event of Default shall be deemed to have occurred and the Requesting Party shall be entitled to the remedies set forth under the Default section above, as the Non-Defaulting Party. For purposes of this Section, "Downgrade Event" means, in the case of either Party, if (y) the senior unsecured long-term debt or deposits (not supported by third party credit enhancement) of such Party's Guarantor are rated less than BBB- by Standard & Poor's Rating Services (a division of McGraw-Hill Companies, Inc.) or Baa3 by Moody's Investor Service, Inc. or (z) either of such ratings is withdrawn subsequent to the date of this Agreement. "Guarantor" shall mean, in the case of Buyer, Constellation Energy Group, Inc., and, in the case of Seller, Waste Management, Inc. "Guarantee" shall mean, in the case of each of Buyer and Seller, the Guarantee Agreement provided by such Party's Guarantor delivered and substantially in the form attached hereto, which shall be maintained by each Party at all times during the Term of this Agreement.

16. Change in Law.

If at any time during the Delivery Period, there is a change in law or regulation that will, in the opinion of one or both of the Parties, (i) renders this Agreement illegal or unenforceable, or (ii) would render performance by a Party illegal or unenforceable, then the Parties shall promptly negotiate in good faith an agreement as to how compliance shall be established and maintained, attempting in all events to restore or maintain for each Party as nearly as possible, its respective rights, obligations and benefits under this Agreement, provided that such compliance shall not result in significant economic impact to the Parties.

17. General.

No amendment or modifications to this Agreement shall be enforceable unless reduced to writing and executed by both Parties. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee of this Agreement). No waiver by a Party of any default by the other Party shall be construed as a waiver of any other default. Any provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change will not otherwise affect the remaining lawful obligations that arise under this Agreement. Seller and Buyer agree that neither Party shall seek to change or amend this Agreement in any way through making application to the FERC or to any other governmental agency or authority, and that this Agreement shall not be subject to change through unilateral application by either Party under Sections 205 and 206 of the Federal Power Act (or pursuant to any other provision of applicable law). Each Party hereby irrevocably waives the right to seek any change or to support any application or complaint or other legislative, judicial or regulatory action made seeking a change in the rates or a change in the terms and conditions of this Agreement, absent the mutual agreement of the Parties. To the extent, if any, that this Agreement or the Facility is subject to the jurisdiction of the FERC, then absent explicit agreement of the Parties to any proposed changes, the standard of review for any changes to this Agreement or any transaction hereunder that is proposed by a Party, a non-party or the FERC acting *sua sponte* will be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S.332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine).

If you are in agreement with the terms and conditions of this Agreement, please execute below as indicated and return to us by fax.

Regards,

Constellation Energy Commodities Group, Inc.

By: _____

Name: **Stu Rubenstein**
Chief Operating Officer

Title: _____

FKD/CAX
3-6-09

Agreed by Seller:

WM Renewable Energy, LLC

By: James H. Dowland, Jr.

Name: James H. Dowland, Jr.

Title: V.P.

If you are in agreement with the terms and conditions of this Agreement, please execute below as indicated and return to us by fax.

Regards,

Constellation Energy Commodities Group, Inc.

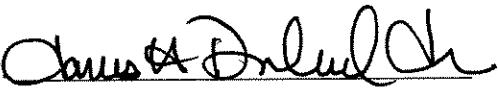
By: _____

Name: _____

Title: _____

Agreed by Seller:

WM Renewable Energy, LLC

By  _____

Name: James H. Dowland, Jr.

Title: Vice President

EXHIBIT A

Form of Energy Generation Schedule

Complete (i) by 10:00 A.M. Eastern time of each Business Day and upon reasonable request by Constellation Energy Commodities Group, Inc. ("CCEG") (ii) for weekend days and holidays, by 10:00 A.M. on the last Business Day prior to such weekend day or holiday and (iii) in the event that any Schedule previously submitted to CCEG is modified by WM Renewable Energy, LLC.

Date: _____
 Time: _____
 Page: _____
 Date of Dispatch: _____

Fax to: Constellation Energy Commodities Group, Inc.
 111 Market Place, Suite 500
 Baltimore, MD 21202
 Fax No. _____

Export (MW, measured at the Delivery Point*[1])

Hour	Sat	Sun	Mon	Tues	Wed	Thur	Fri
	/ /	/ /	/ /	/ /	/ /	/ /	/ /
0:00-1:00							
1:00-2:00							
2:00-3:00							
3:00-4:00							
4:00-5:00							
5:00-6:00							
6:00-7:00							
7:00-8:00							
8:00-9:00							
9:00-10:00							
10:00-11:00							
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13:00-14:00							
14:00-15:00							
15:00-16:00							
16:00-17:00							
17:00-18:00							
18:00-19:00							
19:00-20:00							
20:00-21:00							

21:00-22:00							
22:00-23:00							
23:00-24:00							

Signed: _____
WM Renewable Energy, LLC

Date: _____

EXHIBIT B

PLANNED OUTAGE SCHEDULE

<u>Month</u>	<u>Plant Section</u>	<u>Duration (days)</u>
Mar-08		
Apr - 08		
May - 08		
Jun - 08		
Jul - 08		
Aug - 08		
Sep - 08		
Oct - 08		
Nov - 08		
Dec - 08		
Jan - 09		
Feb - 09		

Exhibit D
Guarantee Agreement

This Guarantee (this "Guarantee"), dated as of _____, 2008, is made and entered into by [_____] , a [_____] corporation ("Guarantor").

W I T N E S S E T H:

WHEREAS, [BUYERS/SELLERS] (collectively, the "Company"), affiliates of Guarantor, are parties to certain agreements involving the purchase, sale, exchange, or other physical or financial transactions with respect to electrical power and renewable energy certificates with [SELLERS/BUYERS] (collectively, the "Counterparty"), attached hereto as Exhibit A (collectively, whether one or more, the "Agreement");

WHEREAS, Guarantor will directly or indirectly benefit from the Agreement; and

NOW, THEREFORE, in consideration of Counterparty entering into the Agreement with Company, Guarantor hereby covenants and agrees as follows:

1. **GUARANTEE**. Subject to the provisions hereof, Guarantor hereby irrevocably and unconditionally guarantees to Counterparty, its successors and assigns, the timely payment (within ten (10) business days of written demand by Counterparty to Guarantor) of any and all amounts that are or may hereafter become due and payable (taking into account all applicable grace periods) to Counterparty from the Company under the Agreement, including, but not limited to, payment for damages, losses, and reasonable costs and expenses (including legal expenses) arising out of any failure by the Company to fully perform under the Agreement (the "Obligations").

Notwithstanding the foregoing, prior to Counterparty making demand on Guarantor, and as a condition to Guarantor's obligation to pay hereunder, Counterparty shall have first notified Company in writing of the manner in which it failed to perform or pay under the Agreement and demand that performance or payment be made to Counterparty within the applicable grace period, if any, in the Agreement (to the extent that such notification and demand is required under the Agreement). This Guarantee shall constitute a guarantee of payment and not of collection. The liability of Guarantor under this Guarantee shall be subject to the following:

(a) Guarantor's liability hereunder shall be and is specifically limited to payments expressly required to be made in accordance with the Agreement (even if such payments are deemed to be damages) and, except to the extent specifically provided in the Agreement, in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, or tort damages.

(b) The aggregate amount covered by this Guarantee shall not exceed Seventeen Million U.S. Dollars (\$17,000,000); provided, however, the maximum limit of this Guarantee shall not be affected by the holding or application of any collateral by the Counterparty.

(c) By acceptance of this Guarantee, Counterparty agrees that this Guarantee replaces, supersedes and renders null and void (1) the Guarantee Agreement dated August 25, 2005 from the Guarantor to CCG in the maximum aggregate liability of Fifteen Million U.S. Dollars (\$15,000,000.00), (2) the Guarantee Agreement dated March 9, 2007 from the Guarantor to CCG in the maximum aggregate liability of One Million Six Hundred Thousand U.S. Dollars

(\$1,600,000.00), (3) the Guarantee Agreement dated May 9, 2007 from the Guarantor to CCG in the maximum aggregate liability of Four Hundred Twenty Thousand U.S. Dollars (\$420,000.00), and (4) the Guarantee Agreement dated November 7, 2006 from the Guarantor to CCG in the maximum aggregate liability of Two Hundred Thousand U.S. Dollars (\$200,000.00).

2. PAYMENTS. In the event that any payment of Company in respect of any Obligations is rescinded or recovered from Counterparty as a preference or fraudulent transfer under the Federal Bankruptcy Code, or any applicable state law, Guarantor shall remain liable hereunder in respect to such Obligations as if such payment had not been made. This Guarantee shall continue to be effective regardless if Company merges or consolidates with or into another entity, loses its separate legal identity, or ceases to exist. **IF AND TO THE EXTENT ANY PAYMENT MADE PURSUANT TO THE OBLIGATIONS UNDER THE AGREEMENT IS DEEMED TO CONSTITUTE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE AND AGREE THAT DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND THAT SUCH PAYMENT CONSTITUTES A REASONABLE APPROXIMATION OF THE AMOUNT OF SUCH DAMAGES, AND NOT A PENALTY.**

3. REPRESENTATION AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of Delaware and has the corporate power and authority to execute, deliver, and carry out the terms and provisions of this Guarantee;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guarantee; and

(c) this Guarantee constitutes a valid and legally binding agreement of Guarantor; the execution, delivery, and performance of this Guarantee have been and remain duly authorized by all necessary corporate action and do not contravene any provision of law or of the Guarantor's organizational documents or any contractual restriction binding on the Guarantor or its assets, except that the enforceability of this Guarantee may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. SETOFFS AND COUNTERCLAIMS. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims, and other defenses to which Company or any other affiliate of Guarantor is or may be entitled to arising from or out of the Agreement or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution, or liquidation of Company.

5. AMENDMENT OF GUARANTEE. No term or provision of this Guarantee shall be amended, modified, altered, waived, or supplemented except in a writing signed by Guarantor.

6. WAIVERS. Guarantor hereby waives (a) notice of acceptance of this Guarantee; (b) presentment and demand concerning the liabilities of Guarantor, except as expressly hereinabove

set forth; and (c) any right to require that any action or proceeding be brought against Company or any other person, or except as expressly hereinabove set forth, to require that Counterparty seek enforcement of any performance against Company or any other person, prior to any action against Guarantor under the terms hereof.

Except as to applicable statutes of limitation, no delay of Counterparty in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

Guarantor consents to the renewal, compromise, extension, acceleration, or other changes in the time of payment of or other changes in the terms of the Obligations, or any part thereof or any changes or modifications to the terms of the Agreement.

Guarantor agrees that Counterparty may, at any time and from time to time, without notice to or consent of the Guarantor and without impairing or releasing the obligations of the Guarantor hereunder take or fail to take any action of any kind in respect of any security for any Obligation or liability of Company to Counterparty, or compromise or subordinate any Obligation or liability of Company to Counterparty including any security therefor.

Guarantor may cause a substitute guarantor to assume its obligations under this Guarantee, provided that such substitute guarantor must possess creditworthiness that is equal to or better than Guarantor's, by providing Counterparty with advanced written notice of such assignment together with a copy of the proposed assignment agreement. No such assignment shall affect Guarantor's liability with respect to any Transaction (as defined in the Agreement) entered into prior to the time the assignment is effective, which Transaction shall remain guaranteed pursuant to the terms of this Guarantee. Subject to the foregoing, this Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and legal representatives.

7. NOTICE. Any payment demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by telegram or telecopier, as follows:

To Counterparty:

To Guarantor:

Notice given by personal delivery or mail shall be effective upon actual receipt. In the absence of proof of the actual receipt date, notice via first class mail shall be considered delivered five business days after mailing. Notice given by telegram or telecopier shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by telegram or telecopier shall be confirmed promptly after transmission in

writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

8. MISCELLANEOUS. THIS GUARANTEE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. GUARANTOR AND COUNTERPARTY JOINTLY AND SEVERALLY AGREE TO THE NON-EXCLUSIVE JURISDICTION OF STATE AND U.S. FEDERAL COURTS LOCATED IN THE STATE OF TEXAS OVER ANY DISPUTES ARISING OR RELATING TO THIS GUARANTEE. This Guarantee shall be binding upon Guarantor, its successors and assigns and inure to the benefit of and be enforceable by Counterparty, its successors and assigns. This Guarantee embodies the entire agreement and understanding between Guarantor and Counterparty and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guarantee are for purposes of reference only, and shall not affect the meaning hereof. This Guarantee may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, Guarantor has caused its duly authorized officers to execute and deliver this Guarantee as of the date first above written.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

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*                                                                 P. 01 *
*                                                                 *
*              TRANSACTION REPORT                                *
*                                                                 *
*                                                                 FEB-19-2008 TUE 05:16 PM *
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*-----*
*   DATE  START  RECEIVER          TX TIME  PAGES TYPE      NOTE      M#  DP *
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If you are in agreement with the terms and conditions of this Agreement, please execute below as indicated and return to us by fax.

Regards,

Constellation Energy Commodities Group, Inc.

By: _____

Name: _____

Title: _____

Agreed by Seller:

WM Renewable Energy, LLC

By: 

Name: James H. Dowloud, Jr.

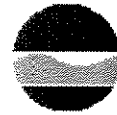
Exhibit C

Contract Price*

Month of Delivery Term	Price (\$/MWh)
March 2008	101.74
April 2008	98.9
May 2008	101.54
June 2008	103.42
July 2008	108.14
August 2008	109.33
September 2008	105.5
October 2008	104.28
November 2008	106.83
December 2008	112.51
January 2009	109.06
February 2009	115.68
March 2009	105.37
April 2009	94.74
May 2009	94.26
June 2009	97.1
July 2009	103.39
August 2009	104.35
September 2009	98.46
October 2009	96.88
November 2009	101.08
December 2009	106.16
January 2010	101.57
February 2010	107.22
March 2010	95.82
April 2010	85.71
May 2010	86.07
June 2010	87.73
July 2010	96.12
August 2010	97.22
September 2010	90.21
October 2010	87.75
November 2010	92.47
December 2010	93.43

***The pricing set forth herein is subject to change if Buyer has not received the fully executed Agreement from Seller by 5:00 pm on February 19, 2008**

New York State Department of Environmental Conservation
Facility DEC ID: 8990800162



PERMIT
Under the Environmental Conservation Law (ECL)

IDENTIFICATION INFORMATION

Permit Type: Air Title V Facility
Permit ID: 8-9908-00162/00043
Effective Date: 06/07/2006 Expiration Date: 06/06/2011

Permit Issued To: WASTE MANAGEMENT OF NEW YORK LLC
123 VARICK AVE
BROOKLYN, NY 11237

Contact: JEFFREY KOCIAN
WASTE MANAGEMENT OF NY
425 PERINTON PKWY
FAIRPORT, NY 14450

Facility: HIGH ACRES LANDFILL & RECYCLING CENTER
425 PERINTON PKWY
FAIRPORT, NY 14450

Contact: JEFFREY KOCIAN
WASTE MANAGEMENT OF NY
425 PERINTON PKWY
FAIRPORT, NY 14450

Description:

Renewal of the Title V Facility Permit originally issued June 6, 2001. This renewal includes construction and operation of a beneficial use project consisting of four 2,233 horsepower reciprocating engines to combust gas from the existing permitted landfill area, construction and operation of a 181.7 MMBtu/hr HHV enclosed flare and deletion of an open candlestick flare.

Emission points at the landfill now include two enclosed flares, four landfill gas fueled 1,138 horsepower engines, four landfill gas fueled 2,233 horsepower engines and fugitive emissions from the landfill. The facility is currently subject to Title V permitting requirements because the facility's Potential to Emit Carbon Monoxide and Nitrogen Oxides exceeds the applicability threshold of 100 tons per year for a major stationary source.

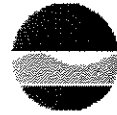


New York State Department of Environmental Conservation
Facility DEC ID: 8990800162

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, the General Conditions specified and any Special Conditions included as part of this permit.

Permit Administrator: KIMBERLY A MERCHANT
 6274 EAST AVON-LIMA RD
 AVON, NY 14414-9519

Authorized Signature: _____ Date: ___ / ___ / ___



Notification of Other State Permittee Obligations

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit

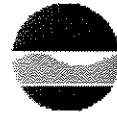
The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.



LIST OF CONDITIONS

DEC GENERAL CONDITIONS

General Provisions

Facility Inspection by the Department

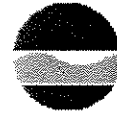
Relationship of this Permit to Other Department Orders and Determinations

Applications for Permit Renewals and Modifications

Permit Modifications, Suspensions and Revocations by the Department

Facility Level

Submission of Applications for Permit Modification or Renewal -REGION 8
HEADQUARTERS



DEC GENERAL CONDITIONS
****** General Provisions ******

For the purpose of your Title V permit, the following section contains state-only enforceable terms and conditions

GENERAL CONDITIONS - Apply to ALL Authorized Permits.

Condition 1: Facility Inspection by the Department
Applicable State Requirement: ECL 19-0305

Item 1.1:

The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71-0301 and SAPA 401(3).

Item 1.2:

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

Item 1.3:

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

Condition 2: Relationship of this Permit to Other Department Orders and Determinations
Applicable State Requirement: ECL 3-0301.2(m)

Item 2.1:

Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

Condition 3: Applications for Permit Renewals and Modifications
Applicable State Requirement: 6NYCRR 621.13

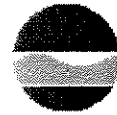
Item 3.1:

The permittee must submit a separate written application to the Department for renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing.

Item 3.2:

The permittee must submit a renewal application at least 180 days before expiration of permits for Title V Facility Permits, or at least 30 days before expiration of permits for State Facility Permits.

Item 3.3:



New York State Department of Environmental Conservation
Facility DEC ID: 8990800162

Permits are transferrable with the approval of the department unless specifically prohibited by the statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

Condition 4: Permit Modifications, Suspensions and Revocations by the Department
Applicable State Requirement: 6NYCRR 621.14

Item 4.1:

The Department reserves the right to modify, suspend, or revoke this permit in accordance with 6NYCRR Part 621. The grounds for modification, suspension or revocation include:

- a) materially false or inaccurate statements in the permit application or supporting papers;
- b) failure by the permittee to comply with any terms or conditions of the permit;
- c) exceeding the scope of the project as described in the permit application;
- d) newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e) noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

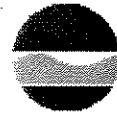
****** Facility Level ******

Condition 5: Submission of Applications for Permit Modification or Renewal -REGION 8 HEADQUARTERS
Applicable State Requirement: 6NYCRR 621.5(a)

Item 5.1:

Submission of applications for permit modification or renewal are to be submitted to:

NYSDEC Regional Permit Administrator
Region 8 Headquarters
Division of Environmental Permits
6274 Avon-Lima Road
Avon, NY 14414-9519
(716) 226-2466



New York State Department of Environmental Conservation
Permit ID: 8-9908-00162/00043 Facility DEC ID: 8990800162

Permit Under the Environmental Conservation Law (ECL)

ARTICLE 19: AIR POLLUTION CONTROL - TITLE V PERMIT

IDENTIFICATION INFORMATION

Permit Issued To: WASTE MANAGEMENT OF NEW YORK LLC
123 VARICK AVE
BROOKLYN, NY 11237

Facility: HIGH ACRES LANDFILL & RECYCLING CENTER
425 PERINTON PKWY
FAIRPORT, NY 14450

Authorized Activity By Standard Industrial Classification Code:
4953 - REFUSE SYSTEMS
5093 - SCRAP AND WASTE MATERIALS

Permit Effective Date: 06/07/2006

Permit Expiration Date: 06/06/2011



LIST OF CONDITIONS

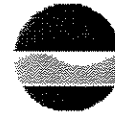
FEDERALLY ENFORCEABLE CONDITIONS

Facility Level

- 1 6NYCRR 200.6: Acceptable Ambient Air Quality
- 2 6NYCRR 201-6.5(a)(7): Fees
- 3 6NYCRR 201-6.5(c): Recordkeeping and reporting of compliance monitoring
- 4 6NYCRR 201-6.5(c)(2): Monitoring, Related Recordkeeping, and Reporting Requirements.
- 5 6NYCRR 201-6.5(c)(3)(ii): Compliance Certification
- 6 6NYCRR 201-6.5(e): Compliance Certification
- 7 6NYCRR 202-2.1: Compliance Certification
- 8 6NYCRR 202-2.5: Recordkeeping requirements
- 9 6NYCRR 215: Open Fires Prohibited at Industrial and Commercial Sites
- 10 6NYCRR 200.7: Maintenance of Equipment
- 11 6NYCRR 201-1.7: Recycling and Salvage
- 12 6NYCRR 201-1.8: Prohibition of Reintroduction of Collected Contaminants to the air
- 13 6NYCRR 201-3.2(a): Exempt Sources - Proof of Eligibility
- 14 6NYCRR 201-3.3(a): Trivial Sources - Proof of Eligibility
- 15 6NYCRR 201-6.5(a)(4): Standard Requirement - Provide Information
- 16 6NYCRR 201-6.5(a)(8): General Condition - Right to Inspect
- 17 6NYCRR 201-6.5(d)(5): Standard Requirements - Progress Reports
- 18 6NYCRR 201-6.5(f)(6): Off Permit Changes
- 19 6NYCRR 202-1.1: Required Emissions Tests
- 20 6NYCRR 211.3: Visible Emissions Limited
- 21 40CFR 68: Accidental release provisions.
- 22 40CFR 82, Subpart F: Recycling and Emissions Reduction
- 23 6NYCRR 201-3.2(b): Exempt Activities - Maintenance of Control Equipment
- 24 6NYCRR 201-3.3(b): Trivial Activities - Maintenance of Control Equipment
- 25 6NYCRR 201-6: Emission Unit Definition
- 26 6NYCRR 201-6.5(f): Compliance Certification
- 27 6NYCRR 201-6.5(g): Non Applicable requirements
- 28 6NYCRR 202-1.2: Notification
- 29 6NYCRR 202-1.3(a): Acceptable procedures
- 30 6NYCRR 202-2.3: Required contents of an emission statement.
- 31 40CFR 60.4, NSPS Subpart A: EPA Region 2 address.
- 32 40CFR 60.7(a), NSPS Subpart A: Modification Notification
- 33 40CFR 60.7(b), NSPS Subpart A: Recordkeeping requirements.
- 34 40CFR 60.7(c), NSPS Subpart A: Compliance Certification
- 35 40CFR 60.7(d), NSPS Subpart A: Excess emissions report.
- 36 40CFR 60.7(e), NSPS Subpart A: Monitoring frequency waiver.
- 37 40CFR 60.7(f), NSPS Subpart A: Facility files for subject sources.
- 38 40CFR 60.7(g), NSPS Subpart A: Notification Similar to State or Local Agency



- 39 40CFR 60.8(a), NSPS Subpart A: Performance testing timeline.
- 40 40CFR 60.8(b), NSPS Subpart A: Performance Test Methods - Waiver
- 41 40CFR 60.8(b), NSPS Subpart A: Performance test methods.
- 42 40CFR 60.8(c), NSPS Subpart A: Required performance test information.
- 43 40CFR 60.8(d), NSPS Subpart A: Prior notice.
- 44 40CFR 60.8(e), NSPS Subpart A: Performance testing facilities.
- 45 40CFR 60.8(f), NSPS Subpart A: Number of required tests.
- 46 40CFR 60.9, NSPS Subpart A: Availability of information.
- 47 40CFR 60.11, NSPS Subpart A: Opacity standard compliance testing.
- 48 40CFR 60.12, NSPS Subpart A: Circumvention.
- 49 40CFR 60.14, NSPS Subpart A: Modifications.
- 50 40CFR 60.15, NSPS Subpart A: Reconstruction
- 51 40CFR 60.752(b)(2), NSPS Subpart WWW: Standards for air emissions from MSW landfills
- 52 40CFR 60.753(a), NSPS Subpart WWW: Operational standards for collection and control systems
- 53 40CFR 60.753(b), NSPS Subpart WWW: Compliance Certification
- 54 40CFR 60.753(c), NSPS Subpart WWW: Compliance Certification
- 55 40CFR 60.753(c), NSPS Subpart WWW: Compliance Certification
- 56 40CFR 60.753(d), NSPS Subpart WWW: Compliance Certification
- 57 40CFR 60.753(e), NSPS Subpart WWW: Compliance Certification
- 58 40CFR 60.753(f), NSPS Subpart WWW: Compliance Certification
- 59 40CFR 60.753(g), NSPS Subpart WWW: Compliance Certification
- 60 40CFR 60.754(d), NSPS Subpart WWW: Performance Test
- 61 40CFR 60.755(a), NSPS Subpart WWW: Compliance Provisions - collection system
- 62 40CFR 60.755(b), NSPS Subpart WWW: Compliance Provisions - wells
- 63 40CFR 60.755(c), NSPS Subpart WWW: Compliance Provisions - surface methane
- 64 40CFR 60.755(d), NSPS Subpart WWW: Compliance Provisions - instrumentation specifications
- 65 40CFR 60.755(e), NSPS Subpart WWW: Compliance Provisions - Start-up, shutdown, or malfunction
- 66 40CFR 60.756(a), NSPS Subpart WWW: Compliance Certification
- 67 40CFR 60.756(b), NSPS Subpart WWW: Compliance Certification
- 68 40CFR 60.756(f), NSPS Subpart WWW: Compliance Certification
- 69 40CFR 60.757(d), NSPS Subpart WWW: Reporting Requirements - Closure Report
- 70 40CFR 60.757(e), NSPS Subpart WWW: Reporting Requirements - Control Equipment Removal
- 71 40CFR 60.757(g), NSPS Subpart WWW: Reporting requirements - Collection and control system
- 72 40CFR 60.758(a), NSPS Subpart WWW: Compliance Certification
- 73 40CFR 60.758(b), NSPS Subpart WWW: Compliance Certification
- 74 40CFR 60.758(c), NSPS Subpart WWW: Compliance Certification
- 75 40CFR 60.758(d), NSPS Subpart WWW: Compliance Certification
- 76 40CFR 60.758(e), NSPS Subpart WWW: Compliance Certification



New York State Department of Environmental Conservation
Permit ID: 8-9908-00162/00043 Facility DEC ID: 8990800162

- 77 40CFR 60.759(a), NSPS Subpart WWW: Specifications for active collection systems
 - 78 40CFR 60.759(c), NSPS Subpart WWW: Specifications for active collection systems
 - 79 40CFR 61.154, NESHAP Subpart M: Asbestos-containing waste material standard for active waste disposal sites
 - 80 40CFR 63.1955(b), Subpart AAAAA: Compliance Certification
 - 81 40CFR 63.1980(a), NESHAP Subpart AAAAA: Compliance Certification
- Emission Unit Level**
- 82 6NYCRR 201-6: Emission Point Definition By Emission Unit
 - 83 6NYCRR 201-6: Process Definition By Emission Unit

EU=E-U0001

- 84 6NYCRR 212.4(a): Emissions from new emission sources and/or modifications
- 85 6NYCRR 227-2.3(c): Compliance Certification

EU=E-U0001,Proc=001

- 86 6NYCRR 227-1.3(a): Compliance Certification
- 87 6NYCRR 227-2.4(f)(2)(iii): Compliance Certification
- 88 6NYCRR 227-2.4(f)(2)(ii): Compliance Certification
- 89 6NYCRR 227-2.6(c): Compliance Certification
- 90 40CFR 60.752(b)(2)(iii)(B), NSPS Subpart WWW: Compliance Certification
- 91 40CFR 60.752(b)(2)(iii)(B), NSPS Subpart WWW: Compliance Certification

EU=E-U0001,Proc=007

- 92 6NYCRR 212.6(a): Compliance Certification

EU=E-U0001,Proc=007,ES=FLAR2

- 93 40CFR 60.752(b)(2)(iii)(B), NSPS Subpart WWW: Compliance Certification
- 94 40CFR 60.752(b)(2)(iii)(B), NSPS Subpart WWW: Compliance Certification
- 95 40CFR 60.758(c), NSPS Subpart WWW: Compliance Certification

EU=E-U0001,Proc=007,ES=FLAR3

- 96 40CFR 60.752(b)(2)(iii)(B), NSPS Subpart WWW: Compliance Certification
- 97 40CFR 60.752(b)(2)(iii)(B), NSPS Subpart WWW: Compliance Certification
- 98 40CFR 60.758(c), NSPS Subpart WWW: Compliance Certification

EU=E-U0001,Proc=008

- 99 6NYCRR 227-1.3(a): Compliance Certification
- 100 6NYCRR 227-2.4(f)(2)(iii): Compliance Certification
- 101 6NYCRR 227-2.4(f)(2)(ii): Compliance Certification
- 102 6NYCRR 227-2.6(c): Compliance Certification
- 103 40CFR 60.752(b)(2)(iii)(B), NSPS Subpart WWW: Compliance Certification
- 104 40CFR 60.752(b)(2)(iii)(B), NSPS Subpart WWW: Compliance Certification

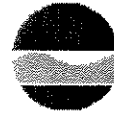
STATE ONLY ENFORCEABLE CONDITIONS

New York State Department of Environmental Conservation
Permit ID: 8-9908-00162/00043 Facility DEC ID: 8990800162



Facility Level

- 105 ECL 19-0301: Contaminant List
- 106 6NYCRR 201-1.4: Unavoidable noncompliance and violations
- 107 6NYCRR 211.2: Air pollution prohibited



FEDERALLY ENFORCEABLE CONDITIONS
****** Facility Level ******

NOTIFICATION OF GENERAL PERMITTEE OBLIGATIONS
The items listed below are not subject to the annual compliance certification requirements under Title V. Permittees may also have other obligations under regulations of general applicability.

Item A: Emergency Defense - 6NYCRR Part 201-1.5

An emergency constitutes an affirmative defense to an action brought for noncompliance with emissions limitations or permit conditions for all facilities in New York State.

(a) The affirmative defense of emergency shall be demonstrated through properly signed, contemporaneous operating logs, or other relevant evidence that:

(1) An emergency occurred and that the facility owner and/or operator can identify the cause(s) of the emergency;

(2) The equipment at the permitted facility causing the emergency was at the time being properly operated;

(3) During the period of the emergency the facility owner and/or operator took all reasonable steps to minimize levels of emissions that exceeded the emission standards, or other requirements in the permit; and

(4) The facility owner and/or operator notified the Department within two working days after the event occurred. This notice must contain a description of the emergency, any steps taken to mitigate emissions, and corrective actions taken.

(b) In any enforcement proceeding, the facility owner and/or operator seeking to establish the occurrence of an emergency has the burden of proof.

(c) This provision is in addition to any emergency or upset provision contained in any applicable requirement.

Item B: Public Access to Recordkeeping for Title V Facilities - 6NYCRR Part 201-1.10(b)

The Department will make available to the public any permit application, compliance plan, permit, and monitoring and compliance certification report pursuant to



Section 503(e) of the Act, except for information entitled to confidential treatment pursuant to 6NYCRR Part 616 - Public Access to records and Section 114(c) of the Act.

- Item C: Timely Application for the Renewal of Title V Permits - 6 NYCRR Part 201-6.3(a)(4)**
Owners and/or operators of facilities having an issued Title V permit shall submit a complete application at least 180 days, but not more than eighteen months, prior to the date of permit expiration for permit renewal purposes.
- Item D: Certification by a Responsible Official - 6 NYCRR Part 201-6.3(d)(12)**
Any application, form, report or compliance certification required to be submitted pursuant to the federally enforceable portions of this permit shall contain a certification of truth, accuracy and completeness by a responsible official. This certification shall state that based on information and belief formed after reasonable inquiry, the statements and information in the document are true, accurate, and complete.
- Item E: Requirement to Comply With All Conditions - 6 NYCRR Part 201-6.5(a)(2)**
The permittee must comply with all conditions of the Title V facility permit. Any permit non-compliance constitutes a violation of the Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application.
- Item F: Permit Revocation, Modification, Reopening, Reissuance or Termination, and Associated Information Submission Requirements - 6 NYCRR Part 201-6.5(a)(3)**
This permit may be modified, revoked, reopened and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or of a notification of planned changes or anticipated noncompliance does not stay any permit condition.
- Item G: Cessation or Reduction of Permitted Activity Not a Defense - 6NYCRR Part 201-6.5(a)(5)**
It shall not be a defense for a permittee in an enforcement action to claim that a cessation or reduction in the permitted activity would have been necessary in



order to maintain compliance with the conditions of this permit.

Item H: Property Rights - 6 NYCRR Part 201-6.5(a)(6)

This permit does not convey any property rights of any sort or any exclusive privilege.

Item I: Severability - 6 NYCRR Part 201-6.5(a)(9)

If any provisions, parts or conditions of this permit are found to be invalid or are the subject of a challenge, the remainder of this permit shall continue to be valid.

Item J: Permit Shield - 6 NYCRR Part 201-6.5(g)

All permittees granted a Title V facility permit shall be covered under the protection of a permit shield, except as provided under 6 NYCRR Subpart 201-6. Compliance with the conditions of the permit shall be deemed compliance with any applicable requirements as of the date of permit issuance, provided that such applicable requirements are included and are specifically identified in the permit, or the Department, in acting on the permit application or revision, determines in writing that other requirements specifically identified are not applicable to the major stationary source, and the permit includes the determination or a concise summary thereof. Nothing herein shall preclude the Department from revising or revoking the permit pursuant to 6 NYCRR Part 621 or from exercising its summary abatement authority. Nothing in this permit shall alter or affect the following:

- i. The ability of the Department to seek to bring suit on behalf of the State of New York, or the Administrator to seek to bring suit on behalf of the United States, to immediately restrain any person causing or contributing to pollution presenting an imminent and substantial endangerment to public health, welfare or the environment to stop the emission of air pollutants causing or contributing to such pollution;
- ii. The liability of a permittee of the Title V facility for any violation of applicable requirements prior to or at the time of permit issuance;
- iii. The applicable requirements of Title IV of the



Act;

iv. The ability of the Department or the Administrator to obtain information from the permittee concerning the ability to enter, inspect and monitor the facility.

Item K: Reopening for Cause - 6 NYCRR Part 201-6.5(i)

This Title V permit shall be reopened and revised under any of the following circumstances:

i. If additional applicable requirements under the Act become applicable where this permit's remaining term is three or more years, a reopening shall be completed not later than 18 months after promulgation of the applicable requirement. No such reopening is required if the effective date of the requirement is later than the date on which this permit is due to expire, unless the original permit or any of its terms and conditions has been extended by the Department pursuant to the provisions of Part 201-6.7 and Part 621.

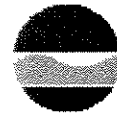
ii. The Department or the Administrator determines that the permit contains a material mistake or that inaccurate statements were made in establishing the emissions standards or other terms or conditions of the permit.

iii. The Department or the Administrator determines that the Title V permit must be revised or reopened to assure compliance with applicable requirements.

iv. If the permitted facility is an "affected source" subject to the requirements of Title IV of the Act, and additional requirements (including excess emissions requirements) become applicable. Upon approval by the Administrator, excess emissions offset plans shall be deemed to be incorporated into the permit.

Proceedings to reopen and issue Title V facility permits shall follow the same procedures as apply to initial permit issuance but shall affect only those parts of the permit for which cause to reopen exists.

Reopenings shall not be initiated before a notice of such intent is provided to the facility by the Department at least thirty days in advance of the date that the permit



is to be reopened, except that the Department may provide a shorter time period in the case of an emergency.

Item L: Permit Exclusion - ECL 19-0305
The issuance of this permit by the Department and the receipt thereof by the Applicant does not and shall not be construed as barring, diminishing, adjudicating or in any way affecting any legal, administrative or equitable rights or claims, actions, suits, causes of action or demands whatsoever that the Department may have against the Applicant for violations based on facts and circumstances alleged to have occurred or existed prior to the effective date of this permit, including, but not limited to, any enforcement action authorized pursuant to the provisions of applicable federal law, the Environmental Conservation Law of the State of New York (ECL) and Chapter III of the Official Compilation of the Codes, Rules and Regulations of the State of New York (NYCRR). The issuance of this permit also shall not in any way affect pending or future enforcement actions under the Clean Air Act brought by the United States or any person.

Item M: Federally Enforceable Requirements - 40 CFR 70.6(b)
All terms and conditions in this permit required by the Act or any applicable requirement, including any provisions designed to limit a facility's potential to emit, are enforceable by the Administrator and citizens under the Act. The Department has, in this permit, specifically designated any terms and conditions that are not required under the Act or under any of its applicable requirements as being enforceable under only state regulations.

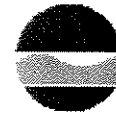
MANDATORY FEDERALLY ENFORCEABLE PERMIT CONDITIONS SUBJECT TO ANNUAL CERTIFICATIONS AT ALL TIMES

The following federally enforceable permit conditions are mandatory for all Title V permits and are subject to annual compliance certification requirements at all times.

Condition 1: Acceptable Ambient Air Quality
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 200.6

Item 1.1:
Notwithstanding the provisions of 6 NYCRR Chapter III, Subchapter A, no person shall allow or permit



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any air contamination source to emit air contaminants in quantities which alone or in combination with emissions from other air contamination sources would contravene any applicable ambient air quality standard and/or cause air pollution. In such cases where contravention occurs or may occur, the Commissioner shall specify the degree and/or method of emission control required.

Condition 2: Fees

Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 201-6.5(a)(7)

Item 2.1:

The owner and/or operator of a stationary source shall pay fees to the Department consistent with the fee schedule authorized by ECL 72-0302.

Condition 3: Recordkeeping and reporting of compliance monitoring

Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 201-6.5(c)

Item 3.1:

The following information must be included in any required compliance monitoring records and reports:

- (i) The date, place, and time of sampling or measurements;
- (ii) The date(s) analyses were performed;
- (iii) The company or entity that performed the analyses;
- (iv) The analytical techniques or methods used including quality assurance and quality control procedures if required;
- (v) The results of such analyses including quality assurance data where required; and
- (vi) The operating conditions as existing at the time of sampling or measurement.

Any deviation from permit requirements must be clearly identified in all records and reports. Reports must be certified by a responsible official, consistent with Section 201-6.3 of this Part 201.

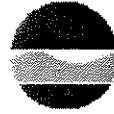
Condition 4: Monitoring, Related Recordkeeping, and Reporting Requirements.

Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 201-6.5(c)(2)

Item 4.1:

Compliance monitoring and recordkeeping shall be conducted according to the terms and conditions contained in this permit and shall follow all quality assurance requirements found in applicable



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regulations. Records of all monitoring data and support information must be retained for a period of at least 5 years from the date of the monitoring, sampling, measurement, report, or application. Support information includes all calibration and maintenance records and all original strip-chart recordings for continuous monitoring instrumentation, and copies of all reports required by the permit.

Condition 5: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 201-6.5(c)(3)(ii)

Item 5.1:

The Compliance Certification activity will be performed for the Facility.

Item 5.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES

Monitoring Description:

To meet the requirements of this facility permit with respect to reporting, the permittee must:

Submit reports of any required monitoring at a minimum frequency of every 6 months, based on a calendar year reporting schedule. These reports shall be submitted to the Department within 30 days after the end of a reporting period. All instances of deviations from permit requirements must be clearly identified in such reports. All required reports must be certified by the responsible official for this facility.

Notify the Department and report permit deviations and incidences of noncompliance stating the probable cause of such deviations, and any corrective actions or preventive measures taken. Where the underlying applicable requirement contains a definition of prompt or otherwise specifies a time frame for reporting deviations, that definition or time frame shall govern. Where the underlying applicable requirement fails to address the time frame for reporting deviations, reports of deviations shall be submitted to the permitting authority based on the following schedule:

(1) For emissions of a hazardous air pollutant (as identified in an applicable regulation) that continue for more than an hour in excess of permit requirements, the report must be made within 24 hours of the occurrence.



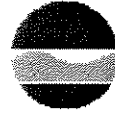
(2) For emissions of any regulated air pollutant, excluding those listed in paragraph (1) of this section, that continue for more than two hours in excess of permit requirements, the report must be made within 48 hours.

(3) For all other deviations from permit requirements, the report shall be contained in the 6 month monitoring report required above.

(4) This permit may contain a more stringent reporting requirement than required by paragraphs (1), (2) or (3) above. If more stringent reporting requirements have been placed in this permit or exist in applicable requirements that apply to this facility, the more stringent reporting requirement shall apply.

If above paragraphs (1) or (2) are met, the source must notify the permitting authority by telephone during normal business hours at the Regional Office of jurisdiction for this permit, attention Regional Air Pollution Control Engineer (RAPCE) according to the timetable listed in paragraphs (1) and (2) of this section. For deviations and incidences that must be reported outside of normal business hours, on weekends, or holidays, the DEC Spill Hotline phone number at 1-800-457-7362 shall be used. A written notice, certified by a responsible official consistent with 6 NYCRR Part 201-6.3(d)(12), must be submitted within 10 working days of an occurrence for deviations reported under (1) and (2). All deviations reported under paragraphs (1) and (2) of this section must also be identified in the 6 month monitoring report required above.

The provisions of 6 NYCRR 201-1.4 shall apply if the permittee seeks to have a violation excused unless otherwise limited by regulation. In order to have a violation of a federal regulation (such as a new source performance standard or national emissions standard for hazardous air pollutants) excused, the specific federal regulation must provide for an affirmative defense during start-up, shutdowns, malfunctions or upsets. Notwithstanding any recordkeeping and reporting requirements in 6 NYCRR 201-1.4, reports of any deviations shall not be on a less frequent basis than the reporting periods described in paragraphs (1) and (4) above.



In the case of any condition contained in this permit with a reporting requirement of "Upon request by regulatory agency" the permittee shall include in the semiannual report, a statement for each such condition that the monitoring or recordkeeping was performed as required or requested and a listing of all instances of deviations from these requirements.

In the case of any emission testing performed during the previous six month reporting period, either due to a request by the Department, EPA, or a regulatory requirement, the permittee shall include in the semiannual report a summary of the testing results and shall indicate whether or not the Department or EPA has approved the results.

All semiannual reports shall be submitted to the Administrator (or his or her representative) as well as two copies to the Department (one copy to the regional air pollution control engineer (RAPCE) in the regional office and one copy to the Bureau of Quality Assurance (BQA) in the DEC central office). Mailing addresses for the above referenced persons are contained in the monitoring condition for 6 NYCRR Part 201-6.5(e), contained elsewhere in this permit.

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)
Reports due 30 days after the reporting period.
The initial report is due 7/30/2006.
Subsequent reports are due every 6 calendar month(s).

Condition 6: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 201-6.5(e)

Item 6.1:
The Compliance Certification activity will be performed for the Facility.

Item 6.2:
Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES
Monitoring Description:
Compliance certifications shall contain the following information:

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- the identification of each term or condition of the permit that is the basis of the certification;
- the compliance status;
- whether compliance was continuous or intermittent;
- the method(s) used for determining the compliance status of the facility, currently and over the reporting period consistent with the monitoring and related recordkeeping and reporting requirements of this permit;
- such other facts as the Department may require to determine the compliance status of the facility as specified in any special permit terms or conditions;
- and
- such additional requirements as may be specified elsewhere in this permit related to compliance certification.

Compliance certifications shall be submitted annually. Certification reports are due 30 days after the anniversary date of four consecutive calendar quarters. The first report is due 30 days after the calendar quarter that occurs just prior to the permit anniversary date, unless another quarter has been acceptable by the Department.

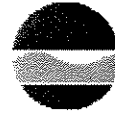
All compliance certifications shall be submitted to the Administrator (or his or her representative) as well as two copies to the Department (one copy to the regional air pollution control engineer (RAPCE) in the regional office and one copy to the Bureau of Compliance Monitoring and Enforcement (BCME) in the DEC central office). Please send annual compliance certifications to Chief of the Stationary Source Compliance Section, the Region 2 EPA representative for the Administrator, at the following address:

USEPA Region 2
Air Compliance Branch
290 Broadway
New York, NY 10007-1866

The address for the RAPCE is as follows:

6274 East Avon-Lima Road
Avon, NY 14414-9519

The address for the BCME is as follows:



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NYSDEC
Bureau of Compliance Monitoring
and Enforcement
625 Broadway
Albany, NY 12233-3258

Reporting Requirements: ANNUALLY (CALENDAR)
Reports due 30 days after the reporting period.
The initial report is due 1/30/2007.
Subsequent reports are due on the same day each year

Condition 7: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 202-2.1

Item 7.1:
The Compliance Certification activity will be performed for the Facility.

Item 7.2:
Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES
Monitoring Description:
Emission statements shall be submitted on or before April
15th each year for emissions of the previous calendar
year.

Monitoring Frequency: ANNUALLY
Reporting Requirements: ANNUALLY (CALENDAR)
Reports due by April 15th for previous calendar year

Condition 8: Recordkeeping requirements
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 202-2.5

Item 8.1:
(a) The following records shall be maintained for at least five years:

- (1) a copy of each emission statement submitted to the department; and
- (2) records indicating how the information submitted in the emission statement was determined, including any calculations, data, measurements, and estimates used.

(b) These records shall be made available at the facility to the representatives of the department upon request during normal business hours.



Condition 9: Open Fires Prohibited at Industrial and Commercial Sites
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 215

Item 9.1:

No person shall burn, cause, suffer, allow or permit the burning in an open fire of garbage, refuse, rubbish for salvage, or rubbish generated by industrial or commercial activities.

**MANDATORY FEDERALLY ENFORCEABLE PERMIT CONDITIONS SUBJECT
TO ANNUAL CERTIFICATIONS ONLY IF APPLICABLE**

The following federally enforceable permit conditions are mandatory for all Title V permits and are subject to annual compliance certification requirements only if effectuated during the reporting period. [NOTE: The corresponding annual compliance certification for those conditions not effectuated during the reporting period shall be specified as "not applicable".]

Condition 10: Maintenance of Equipment
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 200.7

Item 10.1:

Any person who owns or operates an air contamination source which is equipped with an emission control device shall operate such device and keep it in a satisfactory state of maintenance and repair in accordance with ordinary and necessary practices, standards and procedures, inclusive of manufacturer's specifications, required to operate such device effectively.

Condition 11: Recycling and Salvage
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 201-1.7

Item 11.1:

Where practical, any person who owns or operates an air contamination source shall recycle or salvage air contaminants collected in an air cleaning device according to the requirements of the ECL.

Condition 12: Prohibition of Reintroduction of Collected Contaminants to the air
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 201-1.8



Item 12.1:

No person shall remove, handle or cause to be handled, collected air contaminants from an air cleaning device for recycling, salvage or disposal in a manner that would reintroduce them to the outdoor atmosphere.

Condition 13: Exempt Sources - Proof of Eligibility
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 201-3.2(a)

Item 13.1:

The owner and/or operator of an emission source or unit that is eligible to be exempt may be required to certify that it operates within the specific criteria described in this Subpart. The owner or operator of any such emission source must maintain all required records on-site for a period of five years and make them available to representatives of the department upon request. Department representatives must be granted access to any facility which contains emission sources or units subject to this Subpart, during normal operating hours, for the purpose of determining compliance with this and any other State and Federal air pollution control requirements, regulations, or law.

Condition 14: Trivial Sources - Proof of Eligibility
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 201-3.3(a)

Item 14.1:

The owner and/or operator of an emission source or unit that is listed as being trivial in this Part may be required to certify that it operates within the specific criteria described in this Subpart. The owner or operator of any such emission source must maintain all required records on-site for a period of five years and make them available to representatives of the department upon request. Department representatives must be granted access to any facility which contains emission sources or units subject to this Subpart, during normal operating hours, for the purpose of determining compliance with this and any other State and Federal air pollution control requirements, regulations, or law.

Condition 15: Standard Requirement - Provide Information
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 201-6.5(a)(4)

Item 15.1:

The owner and/or operator shall furnish to the department, within a reasonable time, any information that the department may request in writing to determine whether cause exists for modifying, revoking and reissuing, or terminating the permit or to determine compliance with the permit. Upon request, the permittee shall also furnish to the department copies of records required to be kept by the permit or, for information claimed to be confidential, the permittee may furnish such records directly to the administrator along with a claim of confidentiality, if the administrator initiated the request for information or otherwise has need of it.



Condition 16: General Condition - Right to Inspect
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 201-6.5(a)(8)

Item 16.1:

The department or an authorized representative shall be allowed upon presentation of credentials and other documents as may be required by law to:

- (i) enter upon the permittee's premises where a facility subject to the permitting requirements of this Subpart is located or emissions-related activity is conducted, or where records must be kept under the conditions of the permit;
- (ii) have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit;
- (iii) inspect at reasonable times any emission sources, equipment (including monitoring and air pollution control equipment), practices, and operations regulated or required under the permit; and
- (iv) sample or monitor at reasonable times substances or parameters for the purpose of assuring compliance with the permit or applicable requirements.

Condition 17: Standard Requirements - Progress Reports
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 201-6.5(d)(5)

Item 17.1:

Progress reports consistent with an applicable schedule of compliance are to be submitted at least semiannually, or at a more frequent period if specified in the applicable requirement or by the department. Such progress reports shall contain the following:

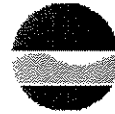
- (i) dates for achieving the activities, milestones, or compliance required in the schedule of compliance, and dates when such activities, milestones or compliance were achieved; and
- (ii) an explanation of why any dates in the schedule of compliance were not or will not be met, and any preventive or corrective measures adopted.

Condition 18: Off Permit Changes
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 201-6.5(f)(6)

Item 18.1:

No permit revision will be required for operating changes that contravene an express permit term, provided that such changes would not violate applicable requirements as defined under this Part or contravene federally enforceable monitoring (including test methods), recordkeeping, reporting, or



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compliance certification permit terms and conditions. Such changes may be made without requiring a permit revision, if the changes are not modifications under any provision of title I of the act and the changes do not exceed the emissions allowable under the permit (whether expressed therein as a rate of emissions or in terms of total emissions) provided that the facility provides the administrator and the department with written notification as required below in advance of the proposed changes within a minimum of seven days. The facility owner or operator, and the department shall attach each such notice to their copy of the relevant permit.

(i) For each such change, the written notification required above shall include a brief description of the change within the permitted facility, the date on which the change will occur, any change in emissions, and any permit term or condition that is no longer applicable as a result of the change.

(ii) The permit shield described in section 6 NYCRR 201-6.6 shall not apply to any change made pursuant to this paragraph.

Condition 19: Required Emissions Tests
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 202-1.1

Item 19.1:

For the purpose of ascertaining compliance or non-compliance with any air pollution control code, rule or regulation, the commissioner may require the person who owns such air contamination source to submit an acceptable report of measured emissions within a stated time. Such person shall bear the cost of measurement and preparing the report of measured emissions. Failure of such person to submit a report acceptable to the commissioner within the time stated shall be sufficient reason for the commissioner to suspend or deny a certificate to operate.

Condition 20: Visible Emissions Limited
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 211.3

Item 20.1:

Except as permitted by a specific part of this Subchapter and for open fires for which a restricted burning permit has been issued, no person shall cause or allow any air contamination source to emit any material having an opacity equal to or greater than 20 percent (six minute average) except for one continuous six-minute period per hour of not more than 57 percent opacity.

Condition 21: Accidental release provisions.
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 68

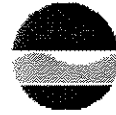
Item 21.1:

If a chemical is listed in Tables 1,2,3 or 4 of 40 CFR §68.130 is present in a process in quantities greater than the threshold quantity listed in Tables 1,2,3 or 4, the following requirements will apply:

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a) The owner or operator shall comply with the provisions of 40 CFR Part 68 and;

b) The owner or operator shall submit at the time of permit issuance (if not previously submitted) one of the following, if such quantities are present:

1) A compliance schedule for meeting the requirements of 40 CFR Part 68 by the date provided in 40 CFR §68.10(a) or,

2) A certification statement that the source is in compliance with all requirements of 40 CFR Part 68, including the registration and submission of the Risk Management Plan. Information should be submitted to:

Risk Management Plan Reporting Center
C/O CSC
8400 Corporate Dr
Carrollton, Md. 20785

Condition 22: Recycling and Emissions Reduction
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 82, Subpart F

Item 22.1:

The permittee shall comply with all applicable provisions of 40 CFR Part 82.

The following conditions are subject to annual compliance certification requirements for Title V permits only.

Condition 23: Exempt Activities - Maintenance of Control Equipment
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 201-3.2(b)

Item 23.1:

Owner of any emission source or unit that is listed as eligible to be exempt in 6 NYCRR Part 201-3.2(c), on the basis of the use of appropriate emission control device shall operate and maintain such device in a manner consistent with good engineering practices.

Condition 24: Trivial Activities - Maintenance of Control Equipment
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 201-3.3(b)



Item 24.1:

The owner and/or operator of any emission source or unit that is listed as eligible to be exempt in 6 NYCRR Part 201-3.3(c), on the basis of the use of appropriate emission control device shall operate and maintain such device in a manner consistent with good engineering practices.

Condition 25: Emission Unit Definition
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 201-6

Item 25.1:

The facility is authorized to perform regulated processes under this permit for:

Emission Unit: E-U0001

Emission Unit Description:

Existing municipal solid waste landfill with gas collection system and corresponding control/treatment devices.

Building(s): LANDFILL
POWERPLANT

Condition 26: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 201-6.5(f)

Item 26.1:

The Compliance Certification activity will be performed for the Facility.

Item 26.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES

Monitoring Description:

Operational Flexibility Plan

I. Protocol Objective

The objective of this condition is to maximize operational flexibility at the facility by building into the Title V permit the capability to make certain changes using a protocol. As provided under 6 NYCRR Part 201-6.5(f)(2), changes made under an approved protocol are not subject to the Title V permit modification provisions under 6 NYCRR Part 201-6.7.



II. Protocol

A. Criteria

1. Changes reviewed under this protocol shall be evaluated in accordance with the following criteria:

a. All underlying federal and state requirements with which the new or changed emission source must comply must exist in the Title V permit. Existing permit conditions may be amended to reference or include the new or changed emission source and any related information, and/or subject to DEC approval, new conditions proposed, to provide the appropriate monitoring parameters.

b. Any new or changed emission source shall not be part of a source project that results in a significant net emissions increase that exceeds the New Source Review (NSR) thresholds identified in 6 NYCRR Part 231-2 or 40 CFR 52.21.

c. The facility shall not use the protocol to make physical changes or changes in the method of operation of existing emissions sources that would require a new or modified federally enforceable cap either the avoid major NSR requirements or to address and comply with other Clean Air Act requirements, such as RACT. Such changes must be addressed via the significant permit modification provisions.

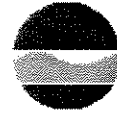
B. Notification Requirements for Changes Reviewed under the Protocol

1. The facility shall notify the Department in writing of the proposed change.

2. Notifications made in accordance with this protocol will include the following documentation:

a. Identification of the Title V permit emission unit, process(es), emission sources and emission points affected by the proposed change with applicable revisions to the Emission Unit structure;

b. Description of the proposed change, including operating parameters;



- c. Identification and description of emissions control technology;
- d. Documentation of the project's, or emission source's, compliance with respect to all state and/or federally applicable requirements, including the following steps:
 - i. Calculate the emission rate potential and maximum projected actual annual emission rates for all contaminants affected by the change.
 - ii. Submit documentation of major NSR program non-applicability for NYSDEC review and approval.
 - iii. Identify and evaluate the applicability of all regulations likely to be triggered by the new or changed emission source.
 - iv. Propose any operating and record keeping procedures necessary to ensure compliance.
- e. Any other relevant information used for the evaluation of the proposed project or emission source under the Protocol.

C. Review and Approval of Changes

- 1. The Department shall respond to the permittee in writing with a determination within 15 days of receipt of the notification of the permittee.
- 2. The Department may require a permit modification, in order to impose new applicable requirements or additional permit conditions if it determines that changes proposed pursuant to notification do not meet the criteria under II. A above or that the changes may have a significant air quality impact or be otherwise potentially significant under SEQRA (6 NYCRR Part 617).
- 3. The Department may require that the permittee not undertake the proposed change until it completes a more detailed review of the proposed change, which may include potential air quality impacts and/or applicable requirements. The Department's determination shall



include a listing of information required for further review, if necessary.

D. Additional Compliance Obligations for Changes Made Under this Protocol

1. upon commencement of the change, the facility shall comply with all applicable requirements and permit conditions, including any amended or proposed in accordance with II.A.1.a above.
2. The facility shall provide with the semi-annual monitoring report, a summary of the changes made in accordance with this protocol and a statement of the compliance status of each. Changes reported should include all those made during the corresponding period and any earlier changes that have not yet been incorporated into the permit.

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 7/30/2006.

Subsequent reports are due every 6 calendar month(s).

**Condition 27: Non Applicable requirements
Effective between the dates of 06/07/2006 and 06/06/2011**

Applicable Federal Requirement: 6NYCRR 201-6.5(g)

Item 27.1:

This section contains a summary of those requirements that have been specifically identified as being not applicable to this facility and/or emission units, emission points, processes and/or emission sources within this facility. The summary also includes a justification for classifying any such requirements as non-applicable.

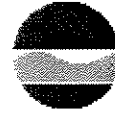
6NYCRR 231-2

Reason: The facility was an existing minor for NSR contaminants (NOx and VOC). The increase in emissions of NOx and CO from the addition of the flare and the engines to the renewal permit is below NSR significant source applicability thresholds.

40CFR 52-A.21

Reason: The facility was an existing PSD minor for all PSD contaminants. The increase of NOx and CO emissions from

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the addition of the flare and the engines to the renewal permit is below PSD significant source applicability thresholds.

Condition 28: Notification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 202-1.2

Item 28.1:

A person who is required by the commissioner to submit a stack test report shall notify the commissioner, in writing, not less than 30 days prior to the test, of the time and date of the test. Such notification shall also include the acceptable procedures to be used to stack test including sampling and analytical procedures. Such person shall allow the commissioner, or his representative, free access to observe stack testing being conducted by such person.

Condition 29: Acceptable procedures
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 202-1.3(a)

Item 29.1:

Emission testing, sampling and analytical determinations to ascertain compliance with this Subchapter shall be conducted in accordance with test methods acceptable to the commissioner. The Reference Methods contained in part 60, appendix A and part 61, appendix B of title 40 of the Code of Federal Regulations and all future technical revisions, additions or corrections made thereto shall be considered as acceptable test methods for those sources and contaminants for which they are expressly applicable, except where the commissioner has issued a specific method to be used instead of a Reference Method contained in these Federal regulations or where the commissioner determines that one or more alternate methods are also acceptable. The person who owns or operates an air contamination source shall submit the emission test report in triplicate, to the commissioner within 60 days after the completion of tests. In the event such source owner/operator can demonstrate to the commissioner such time is not sufficient, he may request in writing and be granted an extension. Where an opacity emission standard is applicable to the source tested, the emission test report shall include the opacity observation.

Condition 30: Required contents of an emission statement.
Effective between the dates of 06/07/2006 and 06/06/2011

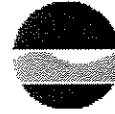
Applicable Federal Requirement: 6NYCRR 202-2.3

Item 30.1:

(a) Emission statements shall include the following:

(1) Certification by a duly authorized representative. A duly authorized representative must sign a form provided by the Department to verify the truth, accuracy, and completeness of the emission statement. This certification shall state that, based on information and belief formed after reasonable

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inquiry by the duly authorized representative, the statements and information in the document are true, accurate, and complete. The certification shall include the full name, title, original signature, date of signature and telephone number of the duly authorized representative.

(2) Facility level information, consisting of:

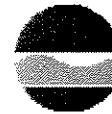
- (i) verification of full name of facility;
- (ii) verification of parent company name;
- (iii) verification of street address (physical location) of the facility;
- (iv) verification of four digit SIC code(s) for the facility;
- (v) calendar year reportable emissions.
- (vi) total facility fuel use and fuel sulfur content and heat value (for combustion installations);
and,
- (vii) fugitive emissions.

(3) Emission point level information, consisting of:

- (i) average hours of operation per day (peak ozone and carbon monoxide seasons);
- (ii) average days of operation per week (peak ozone and carbon monoxide seasons);
- (iii) weeks of operation per year (seasonal and annual);
- (iv) hours of operation per year; and
- (v) percentage annual throughput (percentage of annual activity by season).
- (vi) verification of latitude and longitude.

(4) Process level information, consisting of:

- (i) maximum heat input (for combustion installations);
- (ii) quantity of fuels consumed (for combustion installations);
- (iii) estimated actual annual reportable emissions, for each air regulated air pollutant emitted, (in units of pounds per year);
- (iv) estimated emissions method (see 6 NYCRR Part 202-2.4(b));
- (v) emission factor(s) (if used to determine actual emissions);



- (vi) primary and secondary control equipment identification code(s);
- (vii) control efficiencies achieved by the control equipment. The control efficiency should reflect the total control efficiency from all control equipment for a specific criteria group (e.g., VOCs and NOx). If the actual control efficiency is unavailable, the design efficiency or the control efficiency limit imposed by a permit shall be used;
- (viii) annual process rate;
- (ix) peak ozone season daily process rate.

(b) Petroleum, volatile organic liquid, and fuel storage and distribution facilities must provide the following additional information:

- (1) tank capacity (including maximum and average liquid height, and working volume); and
- (2) throughput associated with tanks and loading racks (including turnovers per year).

(c) The Department shall provide instructions concerning the emission statements applicable to a particular facility, when the statement is mailed to the facility. These instructions shall include control equipment identification code(s) and estimated emissions method code(s).

Condition 31: EPA Region 2 address.
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.4, NSPS Subpart A

Item 31.1:

All requests, reports, applications, submittals, and other communications to the Administrator pursuant to this part shall be submitted in duplicate to the following address:

Director, Division of Enforcement and Compliance Assistance
USEPA Region 2
290 Broadway, 21st Floor
New York, NY 10007-1886

Copies of all correspondence to the administrator pursuant to this part shall also be submitted to the NYSDEC Regional Office issuing this permit (see address at the beginning of this permit) and to the following address:

NYSDEC
Bureau of Quality Assurance
625 Broadway
Albany, NY 12233-3258



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Condition 32: Modification Notification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.7(a), NSPS Subpart A

Item 32.1:

Any owner or operator subject to 40 CFR Part 60 shall furnish the Administrator and this office with the following information:

- a notification of any physical or operational change to an existing facility which may increase the emission rate of any air pollutant to which a standard applies, unless the change is specifically exempted under 40 CFR Part 60. The notice shall be post marked 60 days or as soon as practicable before the change is commenced and shall include information describing the precise nature of the change, present and proposed emission control systems, productivity capability of the facility before and after the change, and the expected completion date of the change. The Administrator and/or this Department may request additional information regarding the change.

Condition 33: Recordkeeping requirements.
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.7(b), NSPS Subpart A

Item 33.1:

Affected owners or operators shall maintain records of occurrence and duration of any startup, shutdown, or malfunction in the operation of an affected facility; any malfunction of the air pollution control equipment; or any periods during which a continuous monitoring system or monitoring device is inoperative.

Condition 34: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.7(c), NSPS Subpart A

Item 34.1:

The Compliance Certification activity will be performed for the Facility.

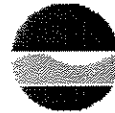
Item 34.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES

Monitoring Description:

Affected owners or operators shall submit an excess emissions report and/or a summary report form (as defined in 40 CFR 60.7(d)) semi-annually (or more frequently as required by the applicable Subpart or the Administrator), to the Administrator. These reports shall be post marked



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no later than 30 days after each calendar quarter (or as appropriate), and shall contain the following information:

- 1) the magnitude of excess emissions computed, any conversion factors used, the date and time of each occurrence, and the process operating time during the reporting period;
- 2) specific identification of each period of excess emissions that occur during startup, shutdown, or malfunction, where the nature, cause, and corrective action are provided for a malfunction;
- 3) the date and time identifying each period during which the continuous monitoring system was inoperative except for zero and span checks and the nature of the system repairs or adjustments; and
- 4) when no excess emissions have occurred or when the continuous monitoring system(s) have not been inoperative, repaired, or adjusted, such information shall be provided in the report.

Monitoring Frequency: CONTINUOUS
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)
Reports due 30 days after the reporting period.
The initial report is due 7/30/2006.
Subsequent reports are due every 6 calendar month(s).

Condition 35: Excess emissions report.
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.7(d), NSPS Subpart A

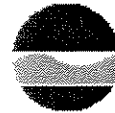
Item 35.1:

A summary report form, for each pollutant monitored, shall be sent to the Administrator in the form prescribed in Figure 1 of 40 CFR Part 60.7(d).

Condition 36: Monitoring frequency waiver.
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.7(e), NSPS Subpart A

Item 36.1: Notwithstanding the frequency of reporting requirements specified in paragraph (c) of this section, an owner or operator who is required by an applicable subpart to submit excess emissions and monitoring systems performance reports (and summary reports) on a quarterly (or more frequent) basis



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may reduce the frequency of reporting for that standard to semiannual if the conditions in 40 CFR 60.7(e) are met.

Condition 37: Facility files for subject sources.
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.7(f), NSPS Subpart A

Item 37.1:

The following files shall be maintained at the facility for all affected sources: all measurements, including continuous monitoring systems, monitoring device, and performance testing measurements; all continuous monitoring system performance evaluations; all continuous monitoring device calibration checks; adjustments and maintenance performed on these systems or devices; and all other information required by this part, recorded in permanent form suitable for inspections. The file shall be maintained for at least two years following the date of such measurements, reports, and records.

Condition 38: Notification Similar to State or Local Agency
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.7(g), NSPS Subpart A

Item 38.1:

If notification substantially similar to that in 40 CFR Part 60.7(a) is required by any other State or local agency, sending the Administrator a copy of that notification will satisfy the requirements of 40 CFR Part 60.7(a).

Condition 39: Performance testing timeline.
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.8(a), NSPS Subpart A

Item 39.1:

Within 60 days after achieving the maximum production rate, but not later than 180 days after initial startup of the facility, the owner or operator of the facility shall conduct performance testing and provide the results of such tests, in a written report, to the Administrator.

Condition 40: Performance Test Methods - Waiver
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.8(b), NSPS Subpart A

Item 40.1:

Performance testing shall be conducted in accordance with the methods and procedures prescribed in 40 CFR Part 60 unless the Administrator (1) specifies or approves, in specific cases, the use of a reference method with minor changes in methodology, (2) approves the use of an equivalent method, (3) approves the use of an alternate method the results of which he has determined to be adequate for indicating whether a specific source is in compliance, (4) waives the requirement for performance tests because the



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owner or operator of a source has demonstrated by other means to the Administrators satisfaction that the affected facility is in compliance with the standatrd, or (5) approves shorter sampling times and smaller sample volumes when necessitated by process variables or other factors.

Condition 41: Performance test methods.
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.8(b), NSPS Subpart A

Item 41.1:

Performance testing shall be conducted in accordance with the methods and procedures prescribed in 40 CFR 60 or by alternative methods and procedures approved by the Administrator.

Condition 42: Required performance test information.
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.8(c), NSPS Subpart A

Item 42.1:

Performance tests shall be conducted under such conditions specified by the Administrator, based upon representative performance data supplied by the owner or operator of the facility.

Condition 43: Prior notice.
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.8(d), NSPS Subpart A

Item 43.1:

The owner or operator shall provide the Administrator with prior notice of any performance test at least 30 days in advance of testing.

Condition 44: Performance testing facilities.
Effective between the dates of 06/07/2006 and 06/06/2011

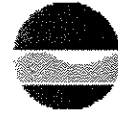
Applicable Federal Requirement: 40CFR 60.8(e), NSPS Subpart A

Item 44.1:

The following performance testing facilities shall be provided during all tests:

- 1) sampling ports adequate for tests methods applicable to such facility;
- 2) a safe sampling platform;
- 3) a safe access to the sampling platform; and
- 4) utilities for sampling and testing equipment.

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Condition 45: Number of required tests.
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.8(f), NSPS Subpart A

Item 45.1:

Each performance test shall consist of three separate runs, at the specified duration required in the applicable test method. Compliance with all applicable standards shall be determined by using the arithmetic means of the results of the three runs.

Condition 46: Availability of information.
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.9, NSPS Subpart A

Item 46.1:

The availability to the public of information provided to, or otherwise obtained by, the Administrator under this part shall be governed by 40 CFR Part 2.

Condition 47: Opacity standard compliance testing.
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.11, NSPS Subpart A

Item 47.1:

The following conditions shall be used to determine compliance with the opacity standards:

1) observations shall be conducted in accordance with Reference Method 9, in Appendix A of 40 CFR Part 60 (or an equivalent method approved by the Administrator including continuous opacity monitors);

2) the opacity standards apply at all times except during periods of start up, shutdown, and malfunction; and

3) all other applicable conditions cited in section 60.11 of this part.

Condition 48: Circumvention.
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.12, NSPS Subpart A

Item 48.1:

No owner or operator subject to the provisions of this part shall build, erect, install, or use any article, machine, equipment or process, the use of which conceals an emission which would otherwise constitute a violation of an applicable standard. Such concealment includes, but is not limited to, the use of gaseous diluents to achieve compliance with an opacity standard or with a standard which is based on the concentration of a pollutant in the gases discharged to the atmosphere.



Condition 49: Modifications.
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.14, NSPS Subpart A

Item 49.1:

Within 180 days of the completion of any physical or operational change (as defined in section 60.14), compliance with the applicable standards must be achieved.

Condition 50: Reconstruction
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.15, NSPS Subpart A

Item 50.1:

The following shall be submitted to the Administrator prior to reconstruction (as defined in section 60.15):

- 1) a notice of intent to reconstruct 60 days prior to the action;
- 2) name and address of the owner or operator;
- 3) the location of the existing facility;
- 4) a brief description of the existing facility and the components to be replaced;
- 5) a description of the existing air pollution control equipment and the proposed air pollution control equipment;
- 6) an estimate of the fixed capital cost of the replacements and of constructing a comparable entirely new facility;
- 7) the estimated life of the facility after the replacements; and
- 8) a discussion of any economic or technical limitations the facility may have in complying with the applicable standards of performance after the proposed replacements.

Condition 51: Standards for air emissions from MSW landfills
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.752(b)(2), NSPS Subpart WWW

Item 51.1:

If the calculated NMOC emission rate is equal to or greater than 50 megagrams per year, the owner or operator shall:



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i) Submit a collection and control system design plan prepared by a professional engineer to the Administrator within 1 year:

A) The collection and control system as described in the plan shall meet the design requirements of paragraph (ii) below.

B) The collection and control system design plan shall include any alternatives to the operational standards, test methods, procedures, compliance measures, monitoring, recordkeeping or reporting provisions of 40 CFR Part 60.753 through 60.758 proposed by the owner or operator.

C) The collection and control system design plan shall either conform with specifications for active collection systems in 40 CFR Part 60.759 or include a demonstration to the Administrator's satisfaction of the sufficiency of the alternative provisions to 40 CFR Part 60.759.

D) The Administrator shall review the information submitted under paragraphs (i)(A), (B) and (C) above and either approve it, disapprove it, or request that additional information be submitted. Because of the many site-specific factors involved with landfill gas system design, alternative systems may be necessary. A wide variety of system designs are possible, such as vertical wells, combination horizontal and vertical collection systems, or horizontal trenches only, leachate collection components, and passive systems.

ii) Install a collection and control system that captures the gas generated within the landfill as required by paragraphs (i)(A) or (B) and (iii) below, within 30 months after the first annual report in which the emission rate equals or exceeds 50 megagrams per year, unless Tier 2 or Tier 3 sampling demonstrates that the emission rate is less than 50 megagrams per year, as specified in 40 CFR Part 60.757(c)(1) or (2).

A) An active gas collection system shall:

1) be designed to handle the maximum expected gas flow rate from the entire area of the landfill that warrants control over the intended use period of the gas control or treatment system equipment;

2) collect gas from each area, cell or group of cells in the landfill in which the initial solid waste has been placed for a period of 5 years (if active) or 2 years (if closed or at final grade);

3) collect gas at a sufficient extraction rate; and

4) be designed to minimize off-site migration of subsurface gas.

(B) A passive collection system shall:

(1) Comply with the provisions specified in paragraphs (A)(1),(2), and (4) above.

(2) Be installed with liners on the bottom and all sides in all areas in which gas is to be collected. The liners shall be installed as required under 40 CFR Part 258.40 of this title.



iii) Route all the collected gas to a control system that complies with either of the following:

A) is an open flare designed and operated in accordance with 40 CFR 60.18; or

B) is a control system designed and operated to reduce NMOC by 98% (by weight) or, when an enclosed combustion device is used for control, to either reduce NMOC by 98% weight or reduce the NMOC outlet concentration to less than 20 parts per million by volume, dry basis as hexane at 3% oxygen. The reduction efficiency or parts per million by volume shall be established by an initial performance test to be completed no later than 180 days after the initial startup of the approved control system using the test methods specified in 40 CFR Part 60.754(d).

(1) If a boiler or process heater is used as the control device, the landfill gas stream shall be introduced into the flame zone.

(2) The control device shall be operated within the parameter ranges established during the initial or most recent performance test. The operating parameters to be monitored are specified in 40 CFR Part 60.756;

(C) Route the collected gas to a treatment system that processes the collected gas for subsequent sale or use. All emissions from any atmospheric vent from the gas treatment system shall be subject to the requirements of paragraph (iii)(A) or (B) above.

Condition 52: Operational standards for collection and control systems
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.753(a), NSPS Subpart WWW

Item 52.1:

Each owner or operator of an MSW landfill with a gas collection and control system used to comply with the provisions of 40 CFR Part 60.752(b)(2)(ii) shall:

a) Operate the collection system such that gas is collected from each area, cell or group of cells in the MSW landfill in which solid waste has been in place for:

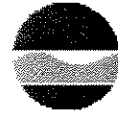
- 1) 5 years or more if active; or
- 2) 2 years or more if closed or at final grade.

Condition 53: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.753(b), NSPS Subpart WWW

Item 53.1:

The Compliance Certification activity will be performed for the Facility.



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Item 53.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: WORK PRACTICE INVOLVING SPECIFIC OPERATIONS

Monitoring Description:

Operate the collection system with negative pressure at each wellhead except under the following conditions:

- 1) A fire or increased well temperature. The owner or operator shall record instances when positive pressure occurs in efforts to avoid a fire. These records shall be submitted with the annual reports as provided in 40 CFR Part 60.757(f)(1).
- 2) Use of a geomembrane cover or an equivalent gas-impermeable synthetic cover. The owner or operator shall develop acceptable pressure limits in the design plan.
- 3) A decommissioned well. A well may experience a static positive pressure after shut down to accommodate for declining flows.

If monitoring demonstrates that the operational requirements are not met, corrective action shall be taken as specified in §60.755(a)(3) through (5) of Subpart WWW.

If corrective actions are taken as specified in §60.755, the monitored exceedance is not a violation of the operational requirements in this section, however the permittee shall report these episodes as deviations.

Work Practice Type: PARAMETER OF PROCESS MATERIAL
Process Material: LANDFILL GAS
Parameter Monitored: PRESSURE
Upper Permit Limit: 0 pounds per square inch gauge
Monitoring Frequency: MONTHLY
Averaging Method: MAXIMUM - NOT TO EXCEED STATED VALUE -
SEE MONITORING DESCRIPTION
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)
Reports due 30 days after the reporting period.
The initial report is due 7/30/2006.
Subsequent reports are due every 6 calendar month(s).

Condition 54: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011



Applicable Federal Requirement: 40CFR 60.753(c), NSPS Subpart WWW

Item 54.1:

The Compliance Certification activity will be performed for the Facility.

Item 54.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: WORK PRACTICE INVOLVING SPECIFIC OPERATIONS

Monitoring Description:

Operate each interior wellhead in the collection system with an oxygen level in the landfill gas less than 5%. The owner or operator may establish a higher operating oxygen level at a particular well. A higher operating value demonstration shall show supporting data that the elevated parameter does not cause fires or significantly inhibit anaerobic decomposition by killing methanogens.

If monitoring demonstrates that the operational requirements are not met, corrective action shall be taken as specified in §60.755(a)(3) through (5) of Subpart WWW. If corrective actions are taken as specified in §60.755, the monitored exceedance is not a violation of the operational requirements in this section, however the permittee shall report these episodes as deviations.

Work Practice Type: PARAMETER OF PROCESS MATERIAL
Process Material: LANDFILL GAS
Parameter Monitored: OXYGEN CONTENT
Upper Permit Limit: 4.9 percent
Reference Test Method: Method 3a
Monitoring Frequency: MONTHLY
Averaging Method: MAXIMUM - NOT TO EXCEED STATED VALUE -
SEE MONITORING DESCRIPTION
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)
Reports due 30 days after the reporting period.
The initial report is due 7/30/2006.
Subsequent reports are due every 6 calendar month(s).

Condition 55: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.753(c), NSPS Subpart WWW

Item 55.1:



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The Compliance Certification activity will be performed for the Facility.

Item 55.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: WORK PRACTICE INVOLVING SPECIFIC OPERATIONS

Monitoring Description:

Operate each interior wellhead in the collection system with a landfill gas temperature less than 55 degrees centigrade. The owner or operator may establish a higher operating temperature at a particular well. A higher operating value demonstration shall show supporting data that the elevated parameter does not cause fires or significantly inhibit anaerobic decomposition by killing methanogens.

If monitoring demonstrates that the operational requirements are not met, corrective action shall be taken as specified in §60.755(a)(3) through (5) of Subpart WWW.

If corrective actions are taken as specified in §60.755, the monitored exceedance is not a violation of the operational requirements in this section, however the permittee shall report these episodes as deviations.

Work Practice Type: PARAMETER OF PROCESS MATERIAL
Process Material: LANDFILL GAS
Parameter Monitored: TEMPERATURE
Upper Permit Limit: 54.9 degrees Centigrade (or Celsius)
Monitoring Frequency: MONTHLY
Averaging Method: MAXIMUM - NOT TO EXCEED STATED VALUE -
SEE MONITORING DESCRIPTION
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)
Reports due 30 days after the reporting period.
The initial report is due 7/30/2006.
Subsequent reports are due every 6 calendar month(s).

Condition 56: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.753(d), NSPS Subpart WWW

Item 56.1:

The Compliance Certification activity will be performed for the Facility.

Regulated Contaminant(s):
CAS No: 000074-82-8 METHANE



Item 56.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: AMBIENT AIR MONITORING

Monitoring Description:

Operate the collection system so that the methane concentration is less than 500 part per million above background at the surface of the landfill. To determine if this level is exceeded, the owner or operator shall conduct surface testing around the perimeter of the collection area and along a pattern that traverses the landfill at 30 meter intervals and where visual observations indicate elevated concentrations of landfill gas, such as distressed vegetation and cracks or seeps in the cover. The owner or operator may establish an alternative traversing pattern that ensures equivalent coverage. A surface monitoring design plan shall be developed that includes a topographical map with the monitoring route and the rationale for any site-specific deviations from the 30 meter intervals. This plan shall be submitted to the Department for review and approval within 60 days of issuance of this permit. The plan shall be revised as needed for any landfill expansion. Areas with steep slopes or other dangerous areas may be excluded from the surface testing.

If monitoring demonstrates that the operational requirements are not met, corrective action shall be taken as specified in §60.755(c) of Subpart WWW. If corrective actions are taken as specified in §60.755, the monitored exceedance is not a violation of the operational requirements in this section, however the permittee shall report these episodes as deviations.

Parameter Monitored: METHANE

Upper Permit Limit: 499 parts per million (by volume)

Monitoring Frequency: QUARTERLY

Averaging Method: MAXIMUM - NOT TO EXCEED STATED VALUE -
SEE MONITORING DESCRIPTION

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 7/30/2006.

Subsequent reports are due every 6 calendar month(s).

Condition 57: Compliance Certification

Effective between the dates of 06/07/2006 and 06/06/2011



Applicable Federal Requirement: 40CFR 60.753(e), NSPS Subpart WWW

Item 57.1:

The Compliance Certification activity will be performed for the Facility.

Item 57.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: WORK PRACTICE INVOLVING SPECIFIC OPERATIONS

Monitoring Description:

Operate the collection system such that all collected gases are vented to a control system designed and operated in compliance with 40 CFR Part 60.752(b)(2)(iii). In the event the collection or control system is inoperable, the gas mover system shall be shut down and all valves in the collection and control system contributing to venting of the gas to the atmosphere shall be closed within one hour.

Work Practice Type: PROCESS MATERIAL THRUPUT

Process Material: LANDFILL GAS

Upper Permit Limit: 1 hours

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 7/30/2006.

Subsequent reports are due every 6 calendar month(s).

Condition 58: Compliance Certification

Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.753(f), NSPS Subpart WWW

Item 58.1:

The Compliance Certification activity will be performed for the Facility.

Item 58.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES

Monitoring Description:

Operate the control or treatment system at all times when the collected gas is routed to the system

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.



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The initial report is due 7/30/2006.
Subsequent reports are due every 6 calendar month(s).

Condition 59: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.753(g), NSPS Subpart WWW

Item 59.1:
The Compliance Certification activity will be performed for the Facility.

Item 59.2:
Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES
Monitoring Description:

If monitoring demonstrates that the operational requirements of 40 CFR Part 60.753(b), (c) or (d) are not met, corrective action shall be taken as specified in 40 CFR Part 60.755(a)(3) through (5) or 40 CFR Part 60.755(c). If corrective actions are taken as specified in 40 CFR Part 60.755, the monitored exceedance is not a violation of the operational requirements in 40 CFR Part 60.753.

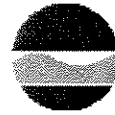
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)
Reports due 30 days after the reporting period.
The initial report is due 7/30/2006.
Subsequent reports are due every 6 calendar month(s).

Condition 60: Performance Test
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.754(d), NSPS Subpart WWW

Item 60.1:
For the performance test required in 40 CFR Part 60.752(b)(2)(iii)(B), Method 25, 25C or Method 18 of 40 CFR Part 60 Appendix A shall be used to determine compliance with the 98 weight-percent efficiency or the 20 ppmv outlet concentration level, unless another method to demonstrate compliance has been approved by the Administrator as provided by 40 CFR Part 60.752(b)(2)(i)(B). Method 3 or 3A shall be used to determine oxygen for correcting the NMOC concentration as hexane to 3 percent. In cases where the outlet concentration is less than 50 ppm NMOC as carbon (8 ppm NMOC as hexane), Method 25A should be used in place of Method 25. If using method 18, the minimum list of compounds to be tested shall be those published in the most recent Compilation of Air Pollutant Emission Factors (AP-42). The following equation shall be used to calculate efficiency:

$$\text{Control Efficiency} = (\text{NMOC}_{\text{in}} - \text{NMOC}_{\text{out}}) / (\text{NMOC}_{\text{in}})$$



where,

NMOC_{in} = mass of NMOC entering control device

NMOC_{out} = mass of NMOC exiting control device

Condition 61: Compliance Provisions - collection system
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.755(a), NSPS Subpart WWW

Item 61.1:

Except as provided in 40 CFR Part 60.752(b)(2)(i)(B), the specified methods in paragraphs (1) through (6) below, shall be used to determine whether the gas collection system is in compliance with 40 CFR Part 60.752(b)(2)(ii).

1) For the purposes of calculating the maximum expected gas generation flow rate from the landfill to determine compliance with 40 CFR Part 60.752(b)(2)(ii)(A)(1), the following equation shall be used. The k and L_0 kinetic factors should be those published in the most recent Compilation of Air Pollutant Emissions Factors (AP-42) or other site specific values demonstrated to be appropriate for this site and approved by the Administrator. If k has been determined as specified in 40 CFR Part 60.754(a)(4), the value of k determined from the test shall be used. The active life of the landfill is the age of the landfill plus the estimated number of years until closure.

ii) For waste sites with known year-to-year solid waste acceptance rate:

$$Q_M = \sum 2 k L_0 M_i (e^{-kt_i}) ,$$

where,

Q_M = maximum expected gas generation flow rate, cubic meters per year

k = methane generation rate constant, year⁻¹

L_0 = methane generation potential, cubic meters per megagram solid waste

M_i = mass of solid waste in the i^{th} section, megagrams

t_i = age of the i^{th} section (years).

2) For the purposes of determining sufficient density of gas collectors for compliance with 40 CFR Part 60.752(b)(2)(ii)(A)(2), the owner shall design a system of vertical wells, horizontal collectors, or other collection devices, satisfactory to the Administrator, capable of controlling and extracting gas from all portions of the landfill sufficient to meet all operational and performance standards.

3) For the purpose of demonstrating whether the gas collection system flow rate is sufficient to determine compliance with 40 CFR Part 60.752(b)(2)(ii)(A)(3), the owner or operator shall measure gauge pressure in the gas collection header at each individual well, monthly. If a positive pressure exists, action shall be initiated to correct the exceedance within 5 calendar days, except for the three conditions



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allowed under 40 CFR Part 60.753(b). If negative pressure cannot be achieved without excess air infiltration within 15 calendar days of the first measurement, the gas collection system shall be expanded to correct the exceedance within 120 days of the initial measurement of positive pressure. Any attempted corrective measure shall not cause exceedances of other operational or performance standards. An alternate timeline for correcting the exceedance may be submitted to the Administrator for approval.

4) Owners or operators are not required to expand the system as required in paragraph (3) above during the first 180 days after gas collection system startup.

5) For the purpose of identifying whether excess air infiltration into the landfill is occurring, the owner or operator shall monitor each well monthly for temperature and nitrogen or oxygen as provided in 40 CFR Part 60.753(c). If a well exceeds one of these operating parameters, action shall be initiated to correct the exceedance within 5 calendar days. If correction of the exceedance cannot be achieved within 15 calendar days of the first measurement, the gas collection system shall be expanded to correct the exceedance within 120 days of the initial exceedance. Any attempted corrective measure shall not cause exceedances of other operational or performance standards. An alternative timeline for correcting the exceedance may be submitted to the Administrator for approval.

6) An owner or operator seeking to demonstrate compliance with 40 CFR Part 60.752(b)(2)(ii)(A)(4) through the use of a collection system not conforming to the specifications provided in 40 CFR Part 60.759 shall provide information satisfactory to the Administrator as specified in 40 CFR Part 60.752(b)(2)(i)(C) demonstrating that off-site migration is being controlled.

Condition 62: Compliance Provisions - wells
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.755(b), NSPS Subpart WWW

Item 62.1:

For purposes of compliance with 40 CFR Part 60.753(a), each owner or operator of a controlled landfill shall place each well or design component as specified in the approved design plan as provided in 40 CFR Part 60.752(b)(2)(i). Each well shall be installed no later than 60 days after the date on which the initial solid waste has been in place for a period of:

- 1) 5 years or more if active; or
- 2) 2 years or more if closed or at final grade.

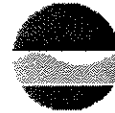
Condition 63: Compliance Provisions - surface methane
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.755(c), NSPS Subpart WWW

Item 63.1:

The following procedures shall be used for compliance with the surface methane operational standard as provided in 40 CFR Part 60.753(d).

- 1) After installation of the collection system, the owner or operator shall monitor surface



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concentrations of methane along the entire perimeter of the collection area and along a pattern that traverses the landfill at 30-meter intervals (or a site-specific established spacing) for each collection area on a quarterly basis using an organic vapor analyzer, flame ionization detector, or other portable monitor meeting the specifications provided in 40 CFR Part 60.755(d)

2) The background concentration shall be determined by moving the probe inlet upwind and downwind outside the boundary of the landfill at a distance of at least 30 meters from the perimeter wells.

3) Surface emission monitoring shall be performed in accordance with section 8.3.1 of Method 21 of 40 CFR Part 60 Appendix A, except that the probe inlet shall be placed within 5 to 10 centimeters of the ground. Monitoring shall be performed during typical meteorological conditions.

4) Any reading of 500 parts per million or more above background at any location shall be recorded as a monitored exceedance and the actions specified in paragraphs (4)(i) through (v) below shall be taken. As long as the specified actions are taken, the exceedance is not a violation of the operational requirements of 40 CFR Part 60.753(d).

i) The location of each monitored exceedance shall be marked and the location recorded.

ii) Cover maintenance or adjustments to the vacuum of the adjacent wells to increase the gas collection in the vicinity of each exceedance shall be made and the location shall be re-monitored within 10 calendar days of detecting the exceedance.

iii) If the re-monitoring of the location shows a second exceedance, additional corrective action shall be taken and the location shall be monitored again within 10 days of the second exceedance. If the re-monitoring shows a third exceedance for the same location, the action specified in paragraph (4)(v) below shall be taken, and no further monitoring of that location is required until the action specified in paragraph (4)(v) has been taken.

iv) Any location that initially showed an exceedance but has a methane concentration less than 500 ppm methane above background at the 10-day re-monitoring specified in paragraph (4)(ii) or (iii) below shall be re-monitored 1 month from the initial exceedance. If the 1-month re-monitoring shows a concentration less than 500 parts per million above background, no further monitoring of that location is required until the next quarterly monitoring period. If the 1-month re-monitoring shows an exceedance, the actions specified in paragraph (4)(iii) or (v) shall be taken.

v) For any location where monitored methane concentration equals or exceeds 500 parts per million above background three times within a quarterly period, a new well or other collection device shall be installed within 120 calendar days of the initial exceedance. An alternative remedy to the exceedance, such as upgrading the blower, header pipes or control device, and a corresponding timeline for installation may be submitted to the Administrator for approval.

5) The owner or operator shall implement a program to monitor for cover integrity and implement cover repairs as necessary on a monthly basis.

Condition 64: Compliance Provisions - instrumentation specifications
Effective between the dates of 06/07/2006 and 06/06/2011

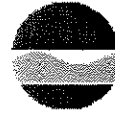
Applicable Federal Requirement: 40CFR 60.755(d), NSPS Subpart WWW

Item 64.1:

Air Pollution Control Permit Conditions

Renewal 1

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Each owner or operator seeking to comply with the provisions in 40 CFR Part 60.755(c) of this section shall comply with the following instrumentation specifications and procedures for surface emission monitoring devices:

1) The portable analyzer shall meet the instrument specifications provided in section 6 of Method 21 of 40 CFR Part 60 Appendix A, except that "methane" shall replace all references to VOC.

2) The calibration gas shall be methane, diluted to a nominal concentration of 500 parts per million in air.

3) To meet the sample, collection, preservation, storage and transport requirements in Section 8.0 of Method 21 of 40 CFR Part 60 Appendix A, the instrument evaluation procedures of section 8.1 of Method 21 shall be used.

4) The calibration procedures provided in section 10 of Method 21 of 40 CFR Part 60 Appendix A of this part shall be followed immediately before commencing a surface monitoring survey.

Condition 65: Compliance Provisions - Start-up, shutdown, or malfunction
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.755(e), NSPS Subpart WWW

Item 65.1:

The provisions of this subpart apply at all times, except during periods of start-up, shutdown, or malfunction, provided that the duration of start-up, shutdown, or malfunction shall not exceed 5 days for collection systems and shall not exceed 1 hour for treatment or control devices.

Condition 66: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.756(a), NSPS Subpart WWW

Item 66.1:

The Compliance Certification activity will be performed for the Facility.

Item 66.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES

Monitoring Description:

Each owner or operator seeking to comply with 40 CFR Part 60.752(b)(2)(ii)(A) for an active gas collection system shall install a sampling port and a thermometer, other temperature measuring device, or an access port for temperature measurements at each wellhead and:

- (1) Measure the gauge pressure in the gas collection



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header on a monthly basis as provided in 40 CFR Part 60.755(a)(3); and

(2) Monitor nitrogen or oxygen concentration in the landfill gas on a monthly basis as provided in 40 CFR Part 60.755(a)(5); and

(3) Monitor temperature of the landfill gas on a monthly basis as provided in 40CFR Part 60.755(a)(5).

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 7/30/2006.

Subsequent reports are due every 6 calendar month(s).

Condition 67: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.756(b), NSPS Subpart WWW

Item 67.1:

The Compliance Certification activity will be performed for the Facility.

Item 67.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES

Monitoring Description:

Each owner or operator seeking to comply with 40 CFR Part 60.752(b)(2)(iii) using an enclosed combustor shall calibrate, maintain, and operate according to the manufacturer's specifications, the following equipment.

(1) A temperature monitoring device equipped with a continuous recorder and having a minimum accuracy of ± 1 percent of the temperature being measured expressed in degrees Celsius or ± 0.5 oC, whichever is greater. A temperature monitoring device is not required for boilers or process heaters with design heat input capacity greater than 44 megawatts.

(2) A device that records flow to or bypass of the control device. The owner or operator shall either:

(i) Install, calibrate, and maintain a gas flow rate measuring device that shall record the flow to the control



device at least every 15 minutes; or
(ii) Secure the bypass line valve in the closed position with a car-seal or a lock-and-key type configuration. A visual inspection of the seal or closure mechanism shall be performed at least once every month to ensure that the valve is maintained in the closed position and that the gas flow is not diverted through the bypass line.

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)
Reports due 30 days after the reporting period.
The initial report is due 7/30/2006.
Subsequent reports are due every 6 calendar month(s).

Condition 68: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.756(f), NSPS Subpart WWW

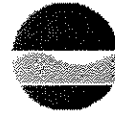
Item 68.1:
The Compliance Certification activity will be performed for the Facility.

Regulated Contaminant(s):
CAS No: 000074-82-8 METHANE

Item 68.2:
Compliance Certification shall include the following monitoring:

Monitoring Type: AMBIENT AIR MONITORING
Monitoring Description:
Each owner or operator seeking to demonstrate compliance with 40CFR Part 60.755(c), shall monitor surface concentrations of methane according to the instrument specifications and procedures provided in 40CFR Part 60.755(d). Any closed landfill that has no monitored exceedances of the operational standard in three consecutive quarterly monitoring periods may skip to annual monitoring. Any methane reading of 500 ppm or more above background detected during the annual monitoring returns the frequency for that landfill to quarterly monitoring.

For safety purposes, if a section of the landfill is covered with snow and/or ice for an entire quarter, that section of the landfill does not need to be included in the surface scan required for that quarter under 40 CFR



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60 Subpart WWW. The facility must return to quarterly surface monitoring in the event that conditions improve (i.e., if the snow and ice melt and the ground surface is again accessible to the monitoring instruments) during the quarterly monitoring period.

Parameter Monitored: METHANE
Upper Permit Limit: 499 parts per million (by volume)
Reference Test Method: EPA RM 21
Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION
Averaging Method: AVERAGING METHOD AS PER REFERENCE TEST METHOD INDICATED
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)
Reports due 30 days after the reporting period.
The initial report is due 7/30/2006.
Subsequent reports are due every 6 calendar month(s).

Condition 69: Reporting Requirements - Closure Report
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.757(d), NSPS Subpart WWW

Item 69.1:

Each owner or operator of a controlled landfill shall submit a closure report to the Administrator within 30 days of waste acceptance cessation. The Administrator may request additional information as may be necessary to verify that permanent closure has taken place in accordance with the requirements of 40 CFR Part 258.60 of this title. If a closure report has been submitted to the Administrator, no additional wastes may be placed into the landfill without filing a notification of modification as described under 40 CFR Part 60.7(a)(4).

Condition 70: Reporting Requirements - Control Equipment Removal
Effective between the dates of 06/07/2006 and 06/06/2011

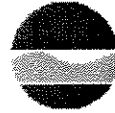
Applicable Federal Requirement: 40CFR 60.757(e), NSPS Subpart WWW

Item 70.1:

Each owner or operator of a controlled landfill shall submit an equipment removal report to the Administrator 30 days prior to removal or cessation of operation of the control equipment.

(1) The equipment removal report shall contain all of the following items:

(i) A copy of the closure report submitted in accordance with 40 CFR Part 60.757(d) of this section;



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- (ii) A copy of the initial performance test report demonstrating that the 15 year minimum control period has expired; and
- (iii) Dated copies of three successive NMOC emission rate reports demonstrating that the landfill is no longer producing 50 megagrams or greater of NMOC per year.

(2) The Administrator may request such additional information as may be necessary to verify that all of the conditions for removal in 40 CFR Part 60.752(b)(2)(v) have been met.

Condition 71: Reporting requirements - Collection and control system
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.757(g), NSPS Subpart WWW

Item 71.1:

Each owner or operator seeking to comply with 40 CFR Part 60.752(b)(2)(iii) shall include the following information with the initial performance test report required under 40 CFR Part 60.8:

- 1) A diagram of the collection system showing collection system positioning including all wells, horizontal collectors, surface collectors, or other gas extraction devices, including the locations of any areas excluded from collection and the proposed sites for the future collection system expansion;
- 2) The data upon which the sufficient density of wells, horizontal collectors, surface collectors, or other gas extraction devices and the gas mover equipment sizing are based;
- 3) The documentation of the presence of asbestos or nondegradable material for each area from which collection wells have been excluded based on the presence of asbestos or nondegradable material;
- 4) The sum of the gas generation flow rates for all areas from which collection wells have been excluded based on nonproductivity and the calculations of gas generation flow rate for each excluded area; and
- 5) The provisions for increasing gas mover equipment capacity with increased gas generation flow rate, if the present gas mover equipment is inadequate to move the maximum flow rate expected over the life of the landfill; and
- 6) The provisions for the control of off-site migration.

Condition 72: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

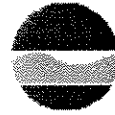
Applicable Federal Requirement: 40CFR 60.758(a), NSPS Subpart WWW

Item 72.1:

The Compliance Certification activity will be performed for the Facility.

Item 72.2:

Compliance Certification shall include the following monitoring:



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Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES
Monitoring Description:

Except as provided in 40 CFR Part 60.752(b)(2)(i)(B), each owner or operator of an MSW landfill subject to the provisions of 40 CFR Part 60.752(b) shall keep for at least 5 years up-to-date, readily accessible, on-site records of the maximum design capacity report which triggered 40 CFR Part 60.752(b), the current amount of solid waste in-place, and the year-by-year waste acceptance rate. Off-site records may be maintained if they are retrievable within 4 hours. Either paper copy or electronic formats are acceptable.

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)
Reports due 30 days after the reporting period.
The initial report is due 7/30/2006.
Subsequent reports are due every 6 calendar month(s).

Condition 73: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.758(b), NSPS Subpart WWW

Item 73.1:
The Compliance Certification activity will be performed for the Facility.

Item 73.2:
Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES
Monitoring Description:

Except as provided in 40 CFR Part 60.752(b)(2)(i)(B), each owner or operator of a controlled landfill shall keep up-to-date, readily accessible records for the life of the control equipment of the data listed in paragraphs (1) through (4) below as measured during the initial performance test or compliance determination. Records of subsequent tests or monitoring shall be maintained for a minimum of 5 years. Records of the control device vendor specifications shall be maintained until removal.

1) Where an owner or operator seeks to demonstrate compliance with 40 CFR Part 60.752(b)(2)(ii):



i) The maximum expected gas generation flow rate as calculated in 40 CFR Part 60.755(a)(1). The owner or operator may use another method to determine the maximum gas generation flow rate, if the method has been approved by the Administrator.

ii) The density of wells, horizontal collectors, surface collectors, or other gas extraction devices determined using the procedures specified in 40 CFR Part 60.759(a)(1).

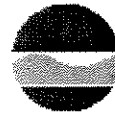
2) Where an owner or operator subject to the provisions of this subpart seeks to demonstrate compliance with 40 CFR Part 60.752(b)(2)(iii) through use of an enclosed combustion device other than a boiler or process heater with a design heat input capacity greater than 44 megawatts:

i) The average combustion temperature measured at least every 15 minutes and averaged over the same time period of the performance test.

ii) The percent reduction of NMOC determined as specified in 40 CFR Part 60.752(b)(2)(iii)(B) achieved by the control device.

3) Where an owner or operator subject to the provisions of this subpart seeks to demonstrate compliance with 40 CFR Part 60.752(b)(2)(iii)(B)(1) through use of a boiler or process heater of any size: a description of the location at which the collected gas vent stream is introduced into the boiler or process heater over the same time period of the performance testing.

4) Where an owner or operator seeks to demonstrate compliance with 40 CFR Part 60.752(b)(2)(iii)(A) through use of an open flare, the flare type (i.e., steam-assisted, air-assisted, or nonassisted), all visible emission readings, heat content determination, flow rate or bypass flow rate measurements, and exit velocity determinations made during the performance test as specified in 40 CFR Part 60.18; continuous records of the flare pilot flame or flare flame monitoring and records of all periods of operations during



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which the pilot flame of the flare flame is absent.

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING
DESCRIPTION

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 7/30/2006.

Subsequent reports are due every 6 calendar month(s).

Condition 74: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.758(c), NSPS Subpart WWW

Item 74.1:
The Compliance Certification activity will be performed for the Facility.

Item 74.2:
Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES

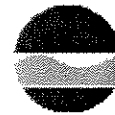
Monitoring Description:

Except as provided in 40 CFR Part 60.752(b)(2)(i)(B), each owner or operator of a controlled landfill shall keep for 5 years up-to-date, readily accessible continuous records of the equipment operating parameters specified to be monitored in 40 CFR Part 60.756 as well as up-to-date, readily accessible records for periods of operation during which the parameter boundaries established during the most recent performance test are exceeded.

1) The following constitute exceedances that shall be recorded and reported under 40 CFR Part 60.757(f):

i) For enclosed combustors except for boilers and process heaters with design heat input capacity of 44 megawatts (150 million British thermal unit per hour) or greater, all 3-hour periods of operation during which the average combustion temperature was more than 28 degrees C below the average combustion temperature during the most recent performance test at which compliance with 40 CFR Part 60.752(b)(2)(iii) was determined.

ii) For boilers or process heaters, whenever there is a change in the location at which the vent stream is



introduced into the flame zone as required under paragraph 40 CFR Part 60.758(b)(3)(i) of this section.

2) Each owner or operator shall keep up-to-date, readily accessible continuous records of the indication of flow to the control device or the indication of bypass flow or records of monthly inspections of car-seals or lock-and-key configurations used to seal bypass lines, specified under 40 CFR Part 60.756.

3) Each owner or operator subject to the provisions of this subpart who uses a boiler or process heater with a design heat input capacity of 44 megawatts or greater to comply with 40 CFR Part 60.752(b)(2)(iii) shall keep an up-to-date, readily accessible record of all periods of operation of the boiler or process heater. (Examples of such records could include records of steam use, fuel use, or monitoring data collected pursuant to other State, local, Tribal, or Federal regulatory requirements.)

4) Each owner or operator seeking to comply by use of an open flare shall keep up-to-date, readily accessible continuous records of the flame or flare pilot flame monitoring specified under 40 CFR Part 60.756(c), and up-to-date, readily accessible records of all periods of operation in which the flame or flare pilot flame is absent.

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 7/30/2006.

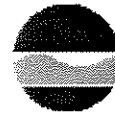
Subsequent reports are due every 6 calendar month(s).

Condition 75: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.758(d), NSPS Subpart WWW

Item 75.1:
The Compliance Certification activity will be performed for the Facility.

Item 75.2:
Compliance Certification shall include the following monitoring:



Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES

Monitoring Description:

Except as provided in 40 CFR Part 60.752(b)(2)(i)(B), each owner or operator shall keep for the life of the collection system an up-to-date, readily accessible plot map showing each existing and planned collector in the system and providing a unique identification location label for each collector.

1) Each owner or operator shall keep up-to-date, readily accessible records of the installation date and location of all newly installed collectors as specified under 40 CFR Part 60.755(b).

2) Each owner or operator shall keep readily accessible documentation of the nature, date of deposition, amount, and location of asbestos-containing or nondegradable waste excluded from collection as provided in 40 CFR Part 60.759(a)(3)(i) as well as any nonproductive areas excluded from collection as provided in 40 CFR Part 60.759(a)(3)(ii).

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 7/30/2006.

Subsequent reports are due every 6 calendar month(s).

Condition 76: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.758(e), NSPS Subpart WWW

Item 76.1:

The Compliance Certification activity will be performed for the Facility.

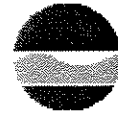
Item 76.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES

Monitoring Description:

Except as provided in 40 CFR Part 60.752(b)(2)(i)(B), each owner or operator shall keep for at least 5 years up-to-date, readily accessible records of all collection and control system exceedances of the operational



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standards in 40 CFR Part 60.753, the reading in the subsequent month whether or not the second reading is an exceedance, and the location of each exceedance.

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 7/30/2006.

Subsequent reports are due every 6 calendar month(s).

Condition 77: Specifications for active collection systems
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.759(a), NSPS Subpart WWW

Item 77.1:

Each owner or operator seeking to comply with 40 CFR Part 60.752(b)(2)(i) shall site active collection wells, horizontal collectors, surface collectors, or other extraction devices at a sufficient density throughout all gas producing areas using the following procedures unless alternative procedures have been approved by the Administrator as provided in 40 CFR 60.752(b)(2)(i)(C) and (D):

1) The collection devices within the interior and along the perimeter areas shall be certified to achieve comprehensive control of surface gas emissions by a professional engineer. The following issues shall be addressed in the design: depths of refuse, refuse gas generation rates and flow characteristics, cover properties, gas system expandability, leachate and condensate management, accessibility, compatibility with filling operations, integration with closure end use, air intrusion control, corrosion resistance, fill settlement, and resistance to the refuse decomposition heat.

2) The sufficient density of gas collection devices determined in paragraph (1) above shall address landfill gas migration issues and augmentation of the collection system through the use of active or passive systems at the landfill perimeter or exterior.

3) The placement of gas collection devices determined in paragraph (1) above shall control all gas producing areas, except as provided by paragraphs (3)(i) and (3)(ii) below.

i) Any segregated area of asbestos or nondegradable material may be excluded from collection if documented as provided under 40 CFR Part 60.758(d). The documentation shall provide the nature, date of deposition, location and amount of asbestos or nondegradable material deposited in the area, and shall be provided to the Administrator upon request.

ii) Any nonproductive area of the landfill may be excluded from control, provided that the total of all excluded areas can be shown to contribute less than 1 percent of the total amount of NMOC emissions from the landfill. The amount, location, and age of the material shall be documented and provided to the Administrator upon request. A separate NMOC emissions estimate shall be made for each section proposed for exclusion, and the sum of all such sections shall be compared to the NMOC emissions estimate for the entire landfill. Emissions from each section shall be computed using the



following equation:

$$Q_i = 2 k L_o M_i (e^{-kt_i}) (C_{NMOC}) (3.6 \times 10^{-9})$$

where,

Q_i = NMOC emission rate from the i th section, megagrams per year

k = methane generation rate constant, year⁻¹

L_o = methane generation potential, cubic meters per megagram solid waste

M_i = mass of the degradable solid waste in the i th section, megagram

t_i = age of the solid waste in the i th section, years

C_{NMOC} = concentration of nonmethane organic compounds, parts per million by volume

3.6×10^{-9} = conversion factor

iii) The values for k and C_{NMOC} determined in field testing shall be used, if field testing has been performed in determining the NMOC emission rate or the radii of influence (the distance from the well center to a point in the landfill where the pressure gradient applied by the blower or compressor approaches zero). If field testing has not been performed, the default values for k , L_o and C_{NMOC} provided in 40 CFR Part 60.754(a)(1) or the alternative values from 40 CFR Part 60.754(a)(5) shall be used. The mass of nondegradable solid waste contained within the given section may be subtracted from the total mass of the section when estimating emissions provided the nature, location, age, and amount of the nondegradable material is documented as provided in paragraph (3)(i) above.

Condition 78: Specifications for active collection systems
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.759(c), NSPS Subpart WWW

Item 78.1:

Each owner or operator seeking to comply with 40 CFR Part 60.752(b)(2)(i)(A) shall convey the landfill gas to a control system in compliance with 40 CFR Part 60.752(b)(2)(iii) through the collection header pipe(s). The gas mover equipment shall be sized to handle the maximum gas generation flow rate expected over the intended use period of the gas moving equipment using the following procedures:

1) For existing collection systems, the flow data shall be used to project the maximum flow rate. If no flow data exists, the procedures in paragraph (2) below shall be used.

2) For new collection systems, the maximum flow rate shall be in accordance with 40 CFR Part 60.755(a)(1).

Condition 79: Asbestos-containing waste material standard for active waste disposal sites
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 61.154, NESHAP Subpart M



Item 79.1:

Owner or operator shall comply with the requirements of 40 CFR Part 61.154 when accepting asbestos-containing waste material from any source required to comply with 40 CFR Part 61.149, 61.150, or 61.155.

Condition 80: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 63.1955(b), Subpart AAAAA

Item 80.1:

The Compliance Certification activity will be performed for the Facility.

Regulated Contaminant(s):
CAS No: 0NY100-00-0 HAP

Item 80.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES

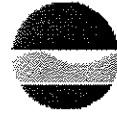
Monitoring Description:

If you are required by 40CFR60.752(b)(2) of subpart WWW, the Federal plan, or an EPA approved and effective State or tribal plan to install a collection and control system, you must comply with the requirements in §§63.1960 through 63.1985 and with the general provisions of part 63 as specified in table 1 of Subpart AAAAA.

The facility shall develop and implement a written startup, shutdown, and malfunction (SSM) plan that describes, in detail, procedures for operating and maintaining the source during periods of startup, shutdown, and malfunction; a program of corrective action for malfunctioning process; and air pollution control and monitoring equipment used to comply with this standard.

This plan must be developed by the facility by the compliance date of 40CFR63, subpart AAAAA (the landfill NESHAP) and must comply with all of the provisions as listed in §63.6(e)(3)(ii)-(ix) which includes the following provisions:

- During periods of startup, shutdown, and malfunction, the facility must operate and maintain the affected source in accordance with the procedures specified in the SSM



plan.

- When actions taken by the owner/operator during a startup, shutdown, or malfunction are consistent with the procedures specified in the affected source's SSM plan, the owner/operator must keep records for that event which demonstrate that the procedures specified in the plan were followed. In addition, the owner/operator must keep records of these events as specified in §63.10(b), including records of operation and each malfunction of the air pollution control and monitoring equipment. Furthermore, the owner/operator shall confirm that actions taken during the startup, shutdown, and malfunction were consistent with the SSM plan in the semiannual report as required in §63.10(d)(5).

- If an action taken by the facility is not consistent with the SSM plan, and the affected source exceeds the relevant emission standard, then the owner/operator must record the actions taken for that event and must report such actions within 2 working days after commencing actions inconsistent with the SSM plan, followed by a letter within 7 working days after the end of the event.

- EPA or NYSDEC may at any time request in writing that the facility submit a copy of the SSM plan (or a portion thereof) which is maintained at the affected source. Upon receipt of such a request, the facility must promptly submit a copy of the requested plan to EPA or NYSDEC. EPA or NYSDEC must request that the facility submit a SSM plan whenever a member of the public submits a specific and reasonable request to examine or to receive a copy of that plan or portion of a plan. If the facility claims that any portion of such a SSM plan is confidential business information entitled to protection from disclosure under section 114(c) of the Act or 40CFR2.301, the material which is claimed as confidential must be clearly designated in the submission.

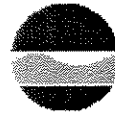
Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 7/30/2006.

Subsequent reports are due every 6 calendar month(s).



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Condition 81: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 63.1980(a), NESHAP Subpart AAAAA

Item 81.1:

The Compliance Certification activity will be performed for the Facility.

Item 81.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES

Monitoring Description:

Each owner or operator of a landfill seeking to comply with 40 CFR Part 60.752(b)(2) using an active collection system designed in accordance with 40 CFR Part 60.752(b)(2)(ii) shall submit to the Administrator semiannual reports of the recorded information in paragraphs (1) through (6) below. The initial semiannual report shall be submitted within 180 days of installation and start-up of the collection and control system, and shall include the initial performance test report required under 40 CFR Part 60.8. For enclosed combustion devices and flares, reportable exceedances are defined under 40 CFR Part 60.758(c).

(1) Value and length of time for exceedance of applicable parameters monitored under 40 CFR Part 60.756(a), (b), (c), and (d).

(2) Description and duration of all periods when the gas stream is diverted from the control device through a bypass line or the indication of bypass flow as specified under 40 CFR Part 60.756.

(3) Description and duration of all periods when the control device was not operating for a period exceeding 1 hour and length of time the control device was not operating.

(4) All periods when the collection system was not operating in excess of 5 days.

(5) The location of each exceedance of the 500 parts per million methane concentration as provided in 40 CFR Part 60.753(d) and the concentration recorded at each location for which an exceedance was



recorded in the previous month.

(6) The date of installation and the location of each well or collection system expansion added pursuant to paragraphs 40 CFR Part 60.755(a)(3), (b), and (c)(4).

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 7/30/2006.

Subsequent reports are due every 6 calendar month(s).

**** Emission Unit Level ****

Condition 82: Emission Point Definition By Emission Unit
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 201-6

Item 82.1:

The following emission points are included in this permit for the cited Emission Unit:

Emission Unit: E-U0001

Emission Point: EP001

Height (ft.): 21 Diameter (in.): 10
NYTMN (km.): 4772.621 NYTME (km.): 306.129 Building: POWERPLANT

Emission Point: EP002

Height (ft.): 21 Diameter (in.): 10
NYTMN (km.): 4772.621 NYTME (km.): 306.129 Building: POWERPLANT

Emission Point: EP003

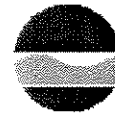
Height (ft.): 21 Diameter (in.): 10
NYTMN (km.): 4772.621 NYTME (km.): 306.129 Building: POWERPLANT

Emission Point: EP004

Height (ft.): 21 Diameter (in.): 10
NYTMN (km.): 4772.621 NYTME (km.): 306.129 Building: POWERPLANT

Emission Point: EP005

Removal Date: 08/01/2000
Height (ft.): 23 Diameter (in.): 8
NYTMN (km.): 4772.621 NYTME (km.): 306.129



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Emission Point: EP007 Height (ft.): 50	Diameter (in.): 144	
Emission Point: EP008 Height (ft.): 60	Diameter (in.): 156	
Emission Point: EP009 Height (ft.): 29	Diameter (in.): 14	Building: POWERPLANT
Emission Point: EP010 Height (ft.): 29	Diameter (in.): 14	Building: POWERPLANT
Emission Point: EP011 Height (ft.): 29	Diameter (in.): 14	Building: POWERPLANT
Emission Point: EP012 Height (ft.): 29	Diameter (in.): 14	Building: POWERPLANT

Condition 83: Process Definition By Emission Unit
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 201-6

Item 83.1:

This permit authorizes the following regulated processes for the cited Emission Unit:

Emission Unit: E-U0001
 Process: 001 Source Classification Code: 5-01-004-21
 Process Description:

Collected landfill gas will be routed to the landfill gas-to-energy plant. The engine generator sets (consisting of four (4) Caterpillar 3516 internal combustion engines) will combust the collected landfill gas to generate electricity for sale. The combustion of landfill gas results in the emission of criteria pollutants.

The landfill gas-to-energy plant also generates emissions from the "crankcase breather vent." Each engine has a crankcase for engine oil. The purpose of the crankcase breather vent is to remove water vapor from the crankcase in order to prevent water from collecting in the oil pan. The water vapor may contain an oil mist. The breather



vent in each engine removes the vapors generated within the crankcase and ducts them to a single common emission point called the crankcase breather vent. The mist can be reported as PM. Other insignificant activities include emissions from oil tanks, a condensate tank, and a gas chromatograph vent. Calculations for all of these activities are provided in the application. The emissions have been included in the facility emission summary.

Emission Source/Control: 0ENG1 - Combustion
Design Capacity: 1,138 horsepower (mechanical)

Emission Source/Control: 0ENG2 - Combustion
Design Capacity: 1,138 horsepower (mechanical)

Emission Source/Control: 0ENG3 - Combustion
Design Capacity: 1,138 horsepower (mechanical)

Emission Source/Control: 0ENG4 - Combustion
Design Capacity: 1,138 horsepower (mechanical)

Emission Source/Control: LANDF - Process
Design Capacity: 20,619,630 cubic meters

Item 83.2:

This permit authorizes the following regulated processes for the cited Emission Unit:

Emission Unit: E-U0001
Process: 006 Source Classification Code: 5-01-004-02
Process Description:
Landfill gas collection system (LGCS) is assumed to be 85% efficient. The remaining 15% is uncollected emissions (fugitive emissions).

Emission Source/Control: LANDF - Process
Design Capacity: 20,619,630 cubic meters

Item 83.3:

This permit authorizes the following regulated processes for the cited Emission Unit:

Emission Unit: E-U0001
Process: 007 Source Classification Code: 5-01-004-10
Process Description:
Landfill gas is combusted in several devices at the High Acres Landfill. Collected landfill gas will be routed to either the existing landfill gas-to-energy plant, the new gas-to-energy plant, or it will be collected and conveyed

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to an existing 136.3 MMBtu/hr (4500-cfm) enclosed flare (designated as FLAR2) and/or a new 181.7 MMBtu/hr enclosed flare (designated as FLAR3). This process is for landfill gas being conveyed to the two flares. The combustion of landfill gas results in the emission of criteria pollutants. The maximum gas allowed to be combusted through the two flares is a total of 318 MMBtu/hr.

Emission Source/Control: FLAR2 - Control
Control Type: FLARING

Emission Source/Control: FLAR3 - Control
Control Type: FLARING

Emission Source/Control: LANDF - Process
Design Capacity: 20,619,630 cubic meters

Item 83.4:

This permit authorizes the following regulated processes for the cited Emission Unit:

Emission Unit: E-U0001

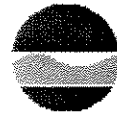
Process: 008

Source Classification Code: 4-04-001-63

Process Description:

Collected landfill gas will be routed to either the engine plant or to the existing flare or the new flare. This process is for gas routed through the new engine plant containing the CAT 3520 internal combustion engines. The engine generator sets will combust the collected landfill gas to generate electricity for sale. The combustion of landfill gas results in the emission of criteria pollutants.

The landfill gas-to-energy plant also generates emissions from the "crankcase breather vent." Each engine has a crankcase for engine oil. The purpose of the crankcase breather vent is to remove water vapor from the crankcase in order to prevent water from collecting in the oil pan. The water vapor may contain an oil mist. The breather vent in each engine removes the vapors generated within the crankcase and ducts them to a single common emission point called the crankcase breather vent. The mist can be reported as PM. Other insignificant activities include emissions from oil tanks, a condensate tank, and a gas chromatograph vent. Calculations for all of these activities are provided in the application. The emissions have been included in the facility emission summary.



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Emission Source/Control: ENG05 - Combustion
Design Capacity: 2,233 horsepower (mechanical)

Emission Source/Control: ENG06 - Combustion
Design Capacity: 2,233 horsepower (mechanical)

Emission Source/Control: ENG07 - Combustion
Design Capacity: 2,233 horsepower (mechanical)

Emission Source/Control: ENG08 - Combustion
Design Capacity: 2,233 horsepower (mechanical)

Emission Source/Control: LANDF - Process
Design Capacity: 20,619,630 cubic meters

**Condition 84: Emissions from new emission sources and/or modifications
Effective between the dates of 06/07/2006 and 06/06/2011**

Applicable Federal Requirement: 6NYCRR 212.4(a)

Item 84.1:

This Condition applies to Emission Unit: E-U0001

Item 84.2:

No person shall cause or allow emissions that exceed the applicable permissible emission rate as determined from Table 2, Table 3, or Table 4 of 6 NYCRR Part 212 for the environmental rating issued by the commissioner.

**Condition 85: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011**

Applicable Federal Requirement: 6NYCRR 227-2.3(c)

Item 85.1:

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001

Regulated Contaminant(s):
CAS No: 0NY210-00-0 OXIDES OF NITROGEN

Item 85.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES

Monitoring Description:

The facility is subject to the NOx RACT requirements of



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6NYCRR Part 227-2. The facility is required to submit an operating plan as described in 6NYCRR Part 227-2.3(c) to the Department for approval. The facility must operate the applicable NOx sources in accordance with the approved operating plan. This will ensure that the engines are operating under the same conditions as the most recent approved performance test. The document shall be updated when any changes occur.

The plan must include provisions to maintain daily fuel usage records and to perform maintenance on each internal combustion engine in use at the facility in accordance with the facility's Operations and Maintenance Manual.

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 7/30/2006.

Subsequent reports are due every 6 calendar month(s).

Condition 86: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 227-1.3(a)

Item 86.1:

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001

Process: 001

Item 86.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: MONITORING OF PROCESS OR CONTROL DEVICE PARAMETERS AS SURROGATE

Monitoring Description:

No person shall operate a stationary combustion installation which exhibits greater than 20% opacity (six minute average), except for one six-minute period per hour of not more than 27 percent opacity. The facility will perform a visual observation of each exhaust and crankcase vent on a daily basis during business days (this excludes holidays and weekends). If any opacity is noted, corrective action will be taken immediately or a Method 9 will be performed within 2 business days. The facility



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shall keep records of daily observations and any corrective action performed in a format acceptable to the Department.

Parameter Monitored: OPACITY
Upper Permit Limit: 20 percent
Reference Test Method: EPA Method 9
Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION
Averaging Method: 6 MINUTE AVERAGE
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)
Reports due 30 days after the reporting period.
The initial report is due 7/30/2006.
Subsequent reports are due every 6 calendar month(s).

Condition 87: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 227-2.4(f)(2)(iii)

Item 87.1:

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001
Process: 001

Regulated Contaminant(s):
CAS No: 0NY210-00-0 OXIDES OF NITROGEN

Item 87.2:

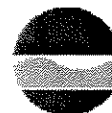
Compliance Certification shall include the following monitoring:

Monitoring Type: MONITORING OF PROCESS OR CONTROL DEVICE PARAMETERS AS SURROGATE

Monitoring Description:

The facility will limit NO_x emissions from each engine to 2.0 grams per brake horsepower-hour. The facility will measure and record oxygen levels in the exhaust stack of each engine on a monthly basis. The output/emissions from the engines are regulated by an air/fuel ratio controller, which automatically adjusts the air/fuel ratio of the inlet fuel supply as needed. The range of oxygen levels is based on manufacturer's specifications of an engine operating at full load. This range may be modified based on the most recent approved emissions test.

Parameter Monitored: OXYGEN O₂



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Lower Permit Limit: 6.3 percent
Upper Permit Limit: 9.0 percent
Monitoring Frequency: MONTHLY
Averaging Method: RANGE - NOT TO FALL OUTSIDE OF STATED
RANGE AT ANY TIME
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)
Reports due 30 days after the reporting period.
The initial report is due 7/30/2006.
Subsequent reports are due every 6 calendar month(s).

Condition 88: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 227-2.4(f)(2)(iii)

Item 88.1:

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001
Process: 001

Regulated Contaminant(s):
CAS No: 0NY210-00-0 OXIDES OF NITROGEN

Item 88.2:

Compliance Certification shall include the following monitoring:

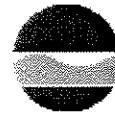
Monitoring Type: INTERMITTENT EMISSION TESTING

Monitoring Description:

In order to show compliance with the NO_x RACT standard of sources firing landfill gas of 2.0 grams per brake horsepower-hour, the facility is required to conduct instantaneous testing over a 15-minute period (in order to ensure a stabilized reading) semiannually per calendar year using a portable NO_x analyzer. The sampling will be done in accordance with the analyzer manufacturer's recommendations for testing and calibration (using non-EPA methods).

The facility shall use the average flow exhaust rate determined in the most recent approved performance test in order to convert the concentration measured to a mass rate for the purpose of demonstrating compliance with the specified limit.

Upper Permit Limit: 2.0 grams per brake horsepower-hour
Reference Test Method: Method (See Monitoring Description)



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Monitoring Frequency: SEMI-ANNUALLY
Averaging Method: AVERAGING METHOD - SEE MONITORING DESCRIPTION
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)
Reports due 30 days after the reporting period.
The initial report is due 7/30/2006.
Subsequent reports are due every 6 calendar month(s).

Condition 89: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 227-2.6(c)

Item 89.1:

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001
Process: 001

Regulated Contaminant(s):
CAS No: 0NY210-00-0 OXIDES OF NITROGEN

Item 89.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING

Monitoring Description:

In order to show compliance with the NO_x RACT standard of sources firing landfill gas of 2.0 grams per brake horsepower-hour, the facility is required to conduct an emission test under 6NYCRR Part 227-2.6(a)(7). In accordance with this requirement, the facility must:

1) submit a compliance test protocol to the Department for approval at least 30 days prior to emission testing. The conditions of the testing and the locations of the sampling devices must be acceptable to the Department; and

2) utilize the procedures set forth in 40 CFR Part 60, Appendix A or any other method acceptable to the Department and the Administrator for determining compliance with the NO_x limit of 2.0 grams per brake horsepower-hour, and must, in addition, follow the procedures set forth in 6NYCRR Part 202 as follows:

For stationary internal combustion engines, utilize Method

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7, 7E, or 19 from 40 CFR Part 60, Appendix A or another reference method approved by the Department;

3) submit a compliance test report containing the results of the emission test to the Department no later than 60 days after completion of the emission test.

The facility should complete the initial performance test no later than 180 days of startup of the engine plant. The facility must conduct the required emissions test at 100% +/- 10% load on each engine type determined by the Department. The Department will base its decision using the NOx emission rates as determined by the portable NOx analyzer prior to the emissions test.

Prior to renewal of the Title V permit, the facility must complete a second performance test utilizing procedures for engine selection and testing as described above. This performance test must be completed no later than 180 days prior to expiration of the Title V permit.

Upper Permit Limit: 2.0 grams per brake horsepower-hour
Reference Test Method: EPA Method 7, 7E or 19
Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION
Averaging Method: 1-HOUR AVERAGE
Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE

Condition 90: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.752(b)(2)(iii)('B'), NSPS Subpart

WWW

Item 90.1:

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001
Process: 001

Regulated Contaminant(s):
CAS No: 0NY998-20-0 NMOC - LANDFILL USE ONLY

Item 90.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING



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Monitoring Description:

The owner or operator of the landfill shall test the control device to verify that the outlet concentration of NMOC from the device is less than 20 parts per million by volume (dry, as hexane, at 3% oxygen), or the owner or operator of the landfill shall test the emissions from the control device to determine that the device is reducing the emissions of NMOC by 98% (by weight). Refer to 40CFR 60.754(d) for the specified test methods.

The facility shall complete one performance test during the term of this permit. The facility must conduct the required emissions test at 100% +/- 10% load on one 3516 engine in process 001 determined by the Department. The Department will base its decision using the NO_x emission rates as determined by the portable NO_x analyzer prior to the emissions test.

Parameter Monitored: NMOC - LANDFILL USE ONLY
Upper Permit Limit: 98 percent reduction by weight
Reference Test Method: RM 18, 25, 25A, 25C
Monitoring Frequency: ONCE DURING THE TERM OF THE PERMIT
Averaging Method: AVERAGING METHOD AS PER REFERENCE TEST METHOD INDICATED
Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE

Condition 91: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.752(b)(2)(iii)('B'), NSPS Subpart

WWW

Item 91.1:

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001
Process: 001

Regulated Contaminant(s):
CAS No: 0NY998-20-0 NMOC - LANDFILL USE ONLY

Item 91.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING
Monitoring Description:
The owner or operator of the landfill shall test the



control device to verify that the outlet concentration of NMOC from the device is less than 20 parts per million by volume (dry, as hexane, at 3% oxygen), or the owner or operator of the landfill shall test the emissions from the control device to determine that the device is reducing the emissions of NMOC by 98% (by weight). Refer to 40CFR 60.754(d) for the specified test methods.

The facility shall complete one performance test during the term of this permit. The facility must conduct the required emissions test at 100% +/- 10% load on one 3516 engine in process 001 determined by the Department. The Department will base its decision using the NOx emission rates as determined by the portable NOx analyzer prior to the emissions test.

Parameter Monitored: NMOC - LANDFILL USE ONLY
Upper Permit Limit: 20 parts per million by volume (dry, corrected to 3% oxygen)
Reference Test Method: RM 18, 25, 25A, 25C
Monitoring Frequency: ONCE DURING THE TERM OF THE PERMIT
Averaging Method: AVERAGING METHOD AS PER REFERENCE TEST METHOD INDICATED
Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE

Condition 92: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 212.6(a)

Item 92.1:
The Compliance Certification activity will be performed for:

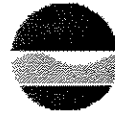
Emission Unit: E-U0001
Process: 007

Item 92.2:
Compliance Certification shall include the following monitoring:

Monitoring Type: MONITORING OF PROCESS OR CONTROL DEVICE PARAMETERS AS SURROGATE

Monitoring Description:

No person shall operate a stationary combustion installation which exhibits greater than 20% opacity (six minute average), except for one six-minute period per hour of not more than 27 percent opacity. The facility will perform a visual observation of each flare on a daily



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basis during business days (this excludes holidays and weekends). If any opacity is noted, corrective action will be taken immediately or a Method 9 will be performed within 2 business days. The facility shall keep records of daily observations and any corrective action performed in a format acceptable to the Department.

Parameter Monitored: OPACITY
Upper Permit Limit: 20 percent
Reference Test Method: EPA Method 9
Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION
Averaging Method: 6 MINUTE AVERAGE
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)
Reports due 30 days after the reporting period.
The initial report is due 7/30/2006.
Subsequent reports are due every 6 calendar month(s).

Condition 93: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.752(b)(2)(iii)('B'), NSPS Subpart

WWW

Item 93.1:

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001
Process: 007 Emission Source: FLAR2

Regulated Contaminant(s):
CAS No: 0NY998-20-0 NMOC - LANDFILL USE ONLY

Item 93.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING
Monitoring Description:

The owner or operator of the landfill shall test the control device to verify that the outlet concentration of NMOC from the device is less than 20 parts per million by volume (dry, as hexane, at 3% oxygen), or the owner or operator of the landfill shall test the emissions from the control device to determine that the device is reducing the emission of NMOC by 98% (by weight). Refer to 40 CFR 60.754(d) for the specified test methods.



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Parameter Monitored: NMOC - LANDFILL USE ONLY
Upper Permit Limit: 98 percent reduction by weight
Reference Test Method: RM 18, 25, 25A, 25C
Monitoring Frequency: ONCE DURING THE TERM OF THE PERMIT
Averaging Method: AVERAGING METHOD AS PER REFERENCE TEST
METHOD INDICATED
Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE

Condition 94: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.752(b)(2)(iii)('B'), NSPS Subpart

WWW

Item 94.1:
The Compliance Certification activity will be performed for:

Emission Unit: E-U0001
Process: 007 Emission Source: FLAR2

Regulated Contaminant(s):
CAS No: 0NY998-20-0 NMOC - LANDFILL USE ONLY

Item 94.2:
Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING
Monitoring Description:
The owner or operator of the landfill shall test the control device to verify that the outlet concentration of NMOC from the device is less than 20 parts per million by volume (dry, as hexane, at 3% oxygen), or the owner or operator of the landfill shall test the emissions from the control device to determine that the device is reducing the emission of NMOC by 98% (by weight). Refer to 40 CFR 60.754(d) for the specified test methods.

Parameter Monitored: NMOC - LANDFILL USE ONLY
Upper Permit Limit: 20 parts per million by volume (dry, corrected to 3% oxygen)
Reference Test Method: RM 18, 25, 25A, 25C
Monitoring Frequency: ONCE DURING THE TERM OF THE PERMIT
Averaging Method: AVERAGING METHOD AS PER REFERENCE TEST
METHOD INDICATED
Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE

Condition 95: Compliance Certification



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Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.758(c), NSPS Subpart WWW

Item 95.1:

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001
Process: 007 Emission Source: FLAR2

Item 95.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: MONITORING OF PROCESS OR CONTROL
DEVICE PARAMETERS AS SURROGATE

Monitoring Description:

The stack temperature in the flare shall not fall below
1549 degrees F, for any three hour block average. This
limit is based on the stack test performed on June 6, 2001
for flare FLAR2 where it was determined that the average
combustion temperature was 1600 degrees F.

Parameter Monitored: TEMPERATURE
Lower Permit Limit: 1549 degrees Fahrenheit
Monitoring Frequency: FOUR TIMES PER HOUR
Averaging Method: 3-HOUR BLOCK AVERAGE
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)
Reports due 30 days after the reporting period.
The initial report is due 7/30/2006.
Subsequent reports are due every 6 calendar month(s).

Condition 96: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.752(b)(2)(iii)('B'), NSPS Subpart

WWW

Item 96.1:

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001
Process: 007 Emission Source: FLAR3

Regulated Contaminant(s):
CAS No: 0NY998-20-0 NMOC - LANDFILL USE ONLY

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Item 96.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING

Monitoring Description:

The owner or operator of the landfill shall test the control device to verify that the outlet concentration of NMOC from the device is less than 20 parts per million by volume (dry, as hexane, at 3% oxygen), or the owner or operator of the landfill shall test the emissions from the control device to determine that the device is reducing the emission of NMOC by 98% (by weight). Refer to 40 CFR 60.754(d) for the specified test methods.

Parameter Monitored: NMOC - LANDFILL USE ONLY

Upper Permit Limit: 98 percent reduction by weight

Reference Test Method: RM 18, 25, 25A, 25C

Monitoring Frequency: ONCE DURING THE TERM OF THE PERMIT

Averaging Method: AVERAGING METHOD AS PER REFERENCE TEST
METHOD INDICATED

Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE

Condition 97: Compliance Certification

Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.752(b)(2)(iii)(B), NSPS Subpart

WWW

Item 97.1:

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001

Process: 007 Emission Source: FLAR3

Regulated Contaminant(s):

CAS No: 0NY998-20-0 NMOC - LANDFILL USE ONLY

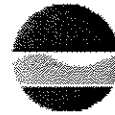
Item 97.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING

Monitoring Description:

The owner or operator of the landfill shall test the control device to verify that the outlet concentration of NMOC from the device is less than 20 parts per million by volume (dry, as hexane, at 3% oxygen), or the owner or operator of the landfill shall test the emissions from the



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control device to determine that the device is reducing the emission of NMOC by 98% (by weight). Refer to 40 CFR 60.754(d) for the specified test methods.

Parameter Monitored: NMOC - LANDFILL USE ONLY
Upper Permit Limit: 20 parts per million by volume (dry, corrected to 3% oxygen)
Reference Test Method: RM 18, 25, 25A, 25C
Monitoring Frequency: ONCE DURING THE TERM OF THE PERMIT
Averaging Method: AVERAGING METHOD AS PER REFERENCE TEST METHOD INDICATED
Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE

Condition 98: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.758(c), NSPS Subpart WWW

Item 98.1:

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001
Process: 007 Emission Source: FLAR3

Item 98.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: MONITORING OF PROCESS OR CONTROL DEVICE PARAMETERS AS SURROGATE

Monitoring Description:

The average combustion temperature for FLAR3 will be determined by the stack test required by this permit. This flare shall not operate such that the temperature in the stack for any three hour block average is more than 28 degrees Celsius below the average combustion temperature determined during the approved stack test.

Parameter Monitored: TEMPERATURE
Lower Permit Limit: 28 degrees C below the approved performance test combustion temperature

Monitoring Frequency: FOUR TIMES PER HOUR
Averaging Method: 3-HOUR BLOCK AVERAGE
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)
Reports due 30 days after the reporting period.
The initial report is due 7/30/2006.
Subsequent reports are due every 6 calendar month(s).



Condition 99: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 227-1.3(a)

Item 99.1:

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001
Process: 008

Item 99.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: MONITORING OF PROCESS OR CONTROL
DEVICE PARAMETERS AS SURROGATE

Monitoring Description:

No person shall operate a stationary combustion installation which exhibits greater than 20% opacity (six minute average), except for one six-minute period per hour of not more than 27 percent opacity. The facility will perform a visual observation of each exhaust and crankcase vent on a daily basis during business days (this excludes holidays and weekends). If any opacity is noted, corrective action will be taken immediately or a Method 9 will be performed within 2 business days. The facility shall keep records of daily observations and any corrective action performed in a format acceptable to the Department.

Parameter Monitored: OPACITY
Upper Permit Limit: 20 percent
Reference Test Method: EPA Method 9
Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING
DESCRIPTION
Averaging Method: 6 MINUTE AVERAGE
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)
Reports due 30 days after the reporting period.
The initial report is due 7/30/2006.
Subsequent reports are due every 6 calendar month(s).

Condition 100: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 227-2.4(f)(2)(iii)

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Item 100.1:

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001
Process: 008

Regulated Contaminant(s):
CAS No: 0NY210-00-0 OXIDES OF NITROGEN

Item 100.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: MONITORING OF PROCESS OR CONTROL
DEVICE PARAMETERS AS SURROGATE

Monitoring Description:

The facility will limit NOx emissions from each engine to 2.0 grams per brake horsepower-hour. The facility will measure and record oxygen levels in the exhaust stack of each engine on a monthly basis. The output/emissions from the engines are regulated by an air/fuel ratio controller, which automatically adjusts the air/fuel ratio of the inlet fuel supply as needed. The range of oxygen levels is based on manufacturer's specifications of an engine operating at full load. This range may be modified based on the most recent approved emissions test.

Parameter Monitored: OXYGEN O2
Lower Permit Limit: 6.3 percent
Upper Permit Limit: 9.0 percent
Monitoring Frequency: MONTHLY
Averaging Method: RANGE - NOT TO FALL OUTSIDE OF STATED
RANGE AT ANY TIME
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)
Reports due 30 days after the reporting period.
The initial report is due 7/30/2006.
Subsequent reports are due every 6 calendar month(s).

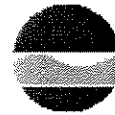
Condition 101: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 6NYCRR 227-2.4(f)(2)(iii)

Item 101.1:

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001
Process: 008



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Regulated Contaminant(s):
CAS No: 0NY210-00-0 OXIDES OF NITROGEN

Item 101.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING

Monitoring Description:

In order to show compliance with the NO_x RACT standard of sources firing landfill gas of 2.0 grams per brake horsepower-hour, the facility is required to conduct instantaneous testing over a 15-minute period (in order to ensure a stabilized reading) semiannually per calendar year using a portable NO_x analyzer. The sampling will be done in accordance with the analyzer manufacturer's recommendations for testing and calibration (using non-EPA methods).

The facility shall use the average flow exhaust rate determined in the most recent approved performance test in order to convert the concentration measured to a mass rate for the purpose of demonstrating compliance with the specified limit.

Upper Permit Limit: 2.0 grams per brake horsepower-hour
Reference Test Method: Method (See Monitoring Description)
Monitoring Frequency: SEMI-ANNUALLY
Averaging Method: AVERAGING METHOD - SEE MONITORING DESCRIPTION
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)
Reports due 30 days after the reporting period.
The initial report is due 7/30/2006.
Subsequent reports are due every 6 calendar month(s).

Condition 102: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

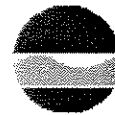
Applicable Federal Requirement: 6NYCRR 227-2.6(e)

Item 102.1:

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001
Process: 008

Regulated Contaminant(s):



CAS No: 0NY210-00-0 OXIDES OF NITROGEN

Item 102.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING

Monitoring Description:

In order to show compliance with the NO_x RACT standard of sources firing landfill gas of 2.0 grams per brake horsepower-hour, the facility is required to conduct an emission test under 6NYCRR Part 227-2.6(a)(7). In accordance with this requirement, the facility must:

1) submit a compliance test protocol to the Department for approval at least 30 days prior to emission testing. The conditions of the testing and the locations of the sampling devices must be acceptable to the Department; and

2) utilize the procedures set forth in 40 CFR Part 60, Appendix A or any other method acceptable to the Department and the Administrator for determining compliance with the NO_x limit of 2.0 grams per brake horsepower-hour, and must, in addition, follow the procedures set forth in 6NYCRR Part 202 as follows:

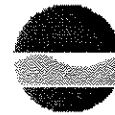
For stationary internal combustion engines, utilize Method 7, 7E, or 19 from 40 CFR Part 60, Appendix A or another reference method approved by the Department;

3) submit a compliance test report containing the results of the emission test to the Department no later than 60 days after completion of the emission test.

The facility should complete the initial performance test no later than 180 days of startup of the engine plant. The facility must conduct the required emissions test at 100% +/- 10% load on each engine type determined by the Department. The Department will base its decision using the NO_x emission rates as determined by the portable NO_x analyzer prior to the emissions test.

Prior to renewal of the Title V permit, the facility must complete a second performance test utilizing procedures for engine selection and testing as described above. This performance test must be completed no later than 180 days prior to expiration of the Title V permit.

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Upper Permit Limit: 2.0 grams per brake horsepower-hour
Reference Test Method: EPA Method 7, 7E or 19
Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING
DESCRIPTION
Averaging Method: 1-HOUR AVERAGE
Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE

Condition 103: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.752(b)(2)(iii)('B'), NSPS Subpart

WWW

Item 103.1:
The Compliance Certification activity will be performed for:

Emission Unit: E-U0001
Process: 008

Regulated Contaminant(s):
CAS No: 0NY998-20-0 NMOC - LANDFILL USE ONLY

Item 103.2:
Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING
Monitoring Description:

The owner or operator of the landfill shall test the control device to verify that the outlet concentration of NMOC from the device is less than 20 parts per million by volume (dry, as hexane, at 3% oxygen), or the owner or operator of the landfill shall test the emissions from the control device to determine that the device is reducing the emissions of NMOC by 98% (by weight). Refer to 40CFR 60.754(d) for the specified test methods.

The facility shall complete one performance test during the term of this permit. The facility must conduct the required emissions test at 100% +/- 10% load on one 3520 engine in process 008 determined by the Department. The Department will base its decision using the NOx emission rates as determined by the portable NOx analyzer prior to the emissions test.

Parameter Monitored: NMOC - LANDFILL USE ONLY
Upper Permit Limit: 20 parts per million by volume (dry,



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corrected to 3% oxygen)
Reference Test Method: RM 18, 25, 25A, 25C
Monitoring Frequency: ONCE DURING THE TERM OF THE PERMIT
Averaging Method: AVERAGING METHOD AS PER REFERENCE TEST
METHOD INDICATED
Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE

Condition 104: Compliance Certification
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable Federal Requirement: 40CFR 60.752(b)(2)(iii)('B'), NSPS Subpart

WWW

Item 104.1:

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001
Process: 008

Regulated Contaminant(s):
CAS No: 0NY998-20-0 NMOC - LANDFILL USE ONLY

Item 104.2:

Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING

Monitoring Description:

The owner or operator of the landfill shall test the control device to verify that the outlet concentration of NMOC from the device is less than 20 parts per million by volume (dry, as hexane, at 3% oxygen), or the owner or operator of the landfill shall test the emissions from the control device to determine that the device is reducing the emissions of NMOC by 98% (by weight). Refer to 40CFR 60.754(d) for the specified test methods.

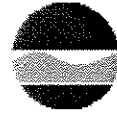
The facility shall complete one performance test during the term of this permit. The facility must conduct the required emissions test at 100% +/- 10% load on one 3520 engine in process 008 determined by the Department. The Department will base its decision using the NOx emission rates as determined by the portable NOx analyzer prior to the emissions test.

Parameter Monitored: NMOC - LANDFILL USE ONLY
Upper Permit Limit: 98 percent reduction by weight
Reference Test Method: RM 18, 25, 25A, 25C

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Monitoring Frequency: ONCE DURING THE TERM OF THE PERMIT

Averaging Method: AVERAGING METHOD AS PER REFERENCE TEST
METHOD INDICATED

Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE



STATE ONLY ENFORCEABLE CONDITIONS
****** Facility Level ******

NOTIFICATION OF GENERAL PERMITTEE OBLIGATIONS

This section contains terms and conditions which are not federally enforceable. Permittees may also have other obligations under regulations of general applicability

Item A: General Provisions for State Enforceable Permit Terms and Condition - 6 NYCRR Part 201-5

Any person who owns and/or operates stationary sources shall operate and maintain all emission units and any required emission control devices in compliance with all applicable Parts of this Chapter and existing laws, and shall operate the facility in accordance with all criteria, emission limits, terms, conditions, and standards in this permit. Failure of such person to properly operate and maintain the effectiveness of such emission units and emission control devices may be sufficient reason for the Department to revoke or deny a permit.

The owner or operator of the permitted facility must maintain all required records on-site for a period of five years and make them available to representatives of the Department upon request. Department representatives must be granted access to any facility regulated by this Subpart, during normal operating hours, for the purpose of determining compliance with this and any other state and federal air pollution control requirements, regulations or law.

STATE ONLY APPLICABLE REQUIREMENTS

The following conditions are state applicable requirements and are not subject to compliance certification requirements unless otherwise noted or required under 6 NYCRR Part 201.

Condition 105: Contaminant List
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable State Requirement: ECL 19-0301

Item 105.1:
Emissions of the following contaminants are subject to contaminant specific requirements in this

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Permit ID: 8-9908-00162/00043 **Facility DEC ID: 8990800162**



permit(emission limits, control requirements or compliance monitoring conditions).

CAS No: 0NY100-00-0
Name: HAP

CAS No: 000074-82-8
Name: METHANE

CAS No: 0NY998-20-0
Name: NMOC - LANDFILL USE ONLY

CAS No: 0NY210-00-0
Name: OXIDES OF NITROGEN

Condition 106: Unavoidable noncompliance and violations
Effective between the dates of 06/07/2006 and 06/06/2011

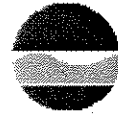
Applicable State Requirement: 6NYCRR 201-1.4

Item 106.1:

At the discretion of the commissioner a violation of any applicable emission standard for necessary scheduled equipment maintenance, start-up/shutdown conditions and malfunctions or upsets may be excused if such violations are unavoidable. The following actions and recordkeeping and reporting requirements must be adhered to in such circumstances.

(a) The facility owner and/or operator shall compile and maintain records of all equipment maintenance or start-up/shutdown activities when they can be expected to result in an exceedance of any applicable emission standard, and shall submit a report of such activities to the commissioner's representative when requested to do so in writing or when so required by a condition of a permit issued for the corresponding air contamination source except where conditions elsewhere in this permit which contain more stringent reporting and notification provisions for an applicable requirement, in which case they supercede those stated here. Such reports shall describe why the violation was unavoidable and shall include the time, frequency and duration of the maintenance and/or start-up/shutdown activities and the identification of air contaminants, and the estimated emission rates. If a facility owner and/or operator is subject to continuous stack monitoring and quarterly reporting requirements, he need not submit reports for equipment maintenance or start-up/shutdown for the facility to the commissioner's representative.

(b) In the event that emissions of air contaminants in excess of any emission standard in 6 NYCRR Chapter III Subchapter A occur due to a malfunction, the facility owner and/or operator shall report such malfunction by telephone to the commissioner's representative as soon as possible during normal working hours, but in any event not later than two working days after becoming aware that the malfunction occurred. Within 30 days thereafter, when requested in writing by the commissioner's representative, the facility owner and/or operator shall submit a written report to the commissioner's representative describing the malfunction, the corrective action taken, identification of air contaminants, and an estimate of the emission rates. These reporting requirements are superceded by conditions elsewhere in this permit which contain reporting and notification provisions for applicable requirements more stringent than those above.



(c) The Department may also require the owner and/or operator to include in reports described under (a) and (b) above an estimate of the maximum ground level concentration of each air contaminant emitted and the effect of such emissions depending on the deviation of the malfunction and the air contaminants emitted.

(d) In the event of maintenance, start-up/shutdown or malfunction conditions which result in emissions exceeding any applicable emission standard, the facility owner and/or operator shall take appropriate action to prevent emissions which will result in contravention of any applicable ambient air quality standard. Reasonably available control technology, as determined by the commissioner, shall be applied during any maintenance, start-up/shutdown or malfunction condition subject to this paragraph.

(e) In order to have a violation of a federal regulation (such as a new source performance standard or national emissions standard for hazardous air pollutants) excused, the specific federal regulation must provide for an affirmative defense during start-up, shutdowns, malfunctions or upsets.

Condition 107: Air pollution prohibited
Effective between the dates of 06/07/2006 and 06/06/2011

Applicable State Requirement: 6NYCRR 211.2

Item 107.1:

No person shall cause or allow emissions of air contaminants to the outdoor atmosphere of such quantity, characteristic or duration which are injurious to human, plant or animal life or to property, or which unreasonably interfere with the comfortable enjoyment of life or property. Notwithstanding the existence of specific air quality standards or emission limits, this prohibition applies, but is not limited to, any particulate, fume, gas, mist, odor, smoke, vapor, pollen, toxic or deleterious emission, either alone or in combination with others.