



(2)

Nashua NH 3062  
(City) (State) (Zip code)

9. Latitude: 42.77 N Longitude: 71.48 W

10. The name and telephone number of the facility's operator, if different from the owner: Same

\_\_\_\_\_  
(Name) (Telephone number)

11. The ISO-New England asset identification number, if applicable: 943 (LF) 194 (LD) or N/A:

12. The GIS facility code, if applicable: MSS943 (LF); MSS194(LD) or N/A:

13. A description of the facility, including fuel type, gross nameplate generation capacity, the initial commercial operation date, and the date it began operation, if different.

14. If Class I certification is sought for a generation facility that uses biomass, the applicant shall submit:  
(a) quarterly average NOx emission rates over the past rolling year,  
(b) the most recent average particulate matter emission rates as required by the New Hampshire Department of Environmental Services (NHDES),  
(c) a description of the pollution control equipment or proposed practices for compliance with such requirements,  
(d) proof that a copy of the completed application has been filed with the NHDES, and  
(e) conduct a stack test to verify compliance with the emission standard for particulate matter no later than 12 months prior to the end of the subject calendar quarter except as provided for in RSA 362-F:12, II.  
(f)  N/A: Class I certification is NOT being sought for a generation facility that uses biomass.

15. If Class I certification is sought for the incremental new production of electricity by a generation facility that uses biomass, methane or hydroelectric technologies to produce energy, the applicant shall:  
(a) demonstrate that it has made capital investments after January 1, 2006 with the successful purpose of improving the efficiency or increasing the output of renewable energy from the facility, and  
(b) supply the historical generation baseline as defined in RSA 362-F:2, X.  
(c)  N/A: Class I certification is NOT being sought for the incremental new production of electricity by a generation facility that uses biomass, methane or hydroelectric technologies.

16. If Class I certification is sought for repowered Class III or Class IV sources, the applicant shall:  
(a) demonstrate that it has made new capital investments for the purpose of restoring unusable generation capacity or adding to the existing capacity, in light of the NHDES environmental permitting requirements or otherwise, and

- (b) provide documentation that eighty percent of its tax basis in the resulting plant and equipment of the eligible generation capacity, including the NHDES permitting requirements for new plants, but exclusive of any tax basis in real property and intangible assets, is derived from the new capital investments.
  - (c)  N/A: Class I certification is NOT being sought for repowered Class III or Class IV sources.
17. If Class I certification is sought for formerly nonrenewable energy electric generation facilities, the applicant shall:
- (a) demonstrate that it has made new capital investments for the purpose of repowering with eligible biomass technologies or methane gas and complies with the certification requirements of Puc 2505.04, if using biomass fuels, and
  - (b) provide documentation that eighty percent of its tax basis in the resulting generation unit, including NHDES permitting requirements for new plants, but exclusive of any tax basis in real property and intangible assets, is derived from the new capital investments.
  - (c)  N/A: Class I certification is NOT being sought for formerly nonrenewable energy electric generation facilities.
18. If Class IV certification is sought for an existing small hydroelectric facility, the applicant shall submit proof that:
- (a) it has installed upstream and downstream diadromous fish passages that have been required and approved under the terms of its license or exemption from the Federal Energy Regulatory Commission, and
  - (b) when required, has documented applicable state water quality certification pursuant to section 401 of the Clean Water Act for hydroelectric projects.
  - (c)  N/A: Class IV certification is NOT being sought for existing small hydroelectric facilities.
19. If the source is located in a control area adjacent to the New England control area, the applicant shall submit proof that the energy is delivered within the New England control area and such delivery is verified using the documentation required in Puc 2504.01(a)(2) a. to e.
20. All other necessary regulatory approvals, including any reviews, approvals or permits required by the NHDES or the environmental protection agency in the facility's state.
21. Proof that the applicant either has an approved interconnection study on file with the commission, is a party to a currently effective interconnection agreement, or is otherwise not required to undertake an interconnection study.
22. A description of how the generation facility is connected to the regional power pool of the local electric distribution utility.
23. A statement as to whether the facility has been certified under another non-federal jurisdiction's renewable portfolio standard and proof thereof.
24. A statement as to whether the facility's output has been verified by ISO-New England.

- 25. A description of how the facility's output is reported to the GIS if not verified by ISO-New England.
- 26. An affidavit by the owner attesting to the accuracy of the contents of the application.
- 27. Such other information as the applicant wishes to provide to assist in classification of the generating facility.

28. This application and all future correspondence should be sent to:

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

29. Preparer's information:

Name: Supria Ranade

Title: Associate

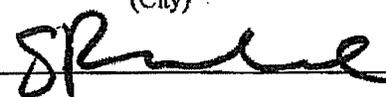
Address: (1) 10 Bank Street, Suite 410

(2) White Plains

(3) \_\_\_\_\_

New York (City)                      NY (State)                      10606 (Zip code)

30. Preparer's signature:



*Evolution Markets Inc.*



**EVOLUTION**  
MARKETS

I hereby submit this application and supporting documents and attest to the authenticity and accuracy of the application and all information contained herein.

Massimo Passim FORTISTAR  
Printed Name and Company

Massimo  
Signature

7/20/10  
Date



**EVOLUTION**  
MARKETS

10 Bank Street, Suite 410  
White Plains, NY 10606  
T 914.323.0200  
F 914.328.3701  
[www.evomarkets.com](http://www.evomarkets.com)

Fortistar Application for NH Class 3 RECs  
Connecticut Class 1 Decision



# STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC UTILITY CONTROL  
TEN FRANKLIN SQUARE  
NEW BRITAIN, CT 06051

DOCKET NO. 04-10-36 APPLICATION OF SUNCOOK ENERGY LLC FOR  
QUALIFICATION OF FOUR HILLS LOAD REDUCER AS A  
CLASS I RENEWABLE ENERGY SOURCE

February 2, 2005

By the following Commissioners:

Anne C. George  
Donald W. Downes  
John W. Betkoski, III

## DECISION

### INTRODUCTION

#### A. SUMMARY

In this Decision, the Department of Public Utility Control determines that the Four Hills Load Reducer generating facility qualifies as a Class I renewable energy source as a methane gas from landfill facility and assigns it Connecticut Renewable Portfolio Standard (RPS) Registration Number CT00166-04.

#### B. BACKGROUND OF THE PROCEEDING

By application dated October 7, 2004, Suncook Energy, LLC requested that the Department of Public Utility Control (Department) determine that the Four Hills Load Reducer generation facility qualifies as a Class I renewable energy source.

Four Hills Load Reducer is a methane gas from landfill facility located in Nashua, New Hampshire. Four Hills Load Reducer began commercial operation on March 8, 1996 and has a nameplate capacity of 2.2MW.

#### C. CONDUCT OF THE PROCEEDING

There is no statutory requirement for a hearing, no person requested a hearing, and none was held.

**D. PARTICIPANTS IN THE PROCEEDING**

The Department recognized Suncook Energy LLC, c/o Cambrian Energy, 624 South Grand Avenue No. 2420, Los Angeles, California 90017, and the Office of Consumer Counsel, Ten Franklin Square, New Britain, Connecticut 06051, as participants in this proceeding.

**II. DEPARTMENT ANALYSIS**

Pursuant to Connecticut General Statutes (C.G.S.) §16-1(a)(26), as amended by Public Act 03-135, An Act Concerning Revisions To The Electric Restructuring Legislation, and Public Act 03-221, An Act Concerning Technical Revisions To The Utility Statutes And Telecommunications Towers On Agricultural Land, "Class I renewable energy source" includes energy derived from methane gas from landfills.

As provided in the application, Four Hills Load Reducer is a methane gas from landfill facility located in Nashua, New Hampshire. Four Hills Load Reducer is currently owned by Suncook Energy, LLC. According to ISO New England's (ISO-NE) Seasonal Claimed Capability (SCC) Report dated 1/1/2005, Four Hills Load Reducer is a methane gas from landfill electric generating facility.

Based on the foregoing, the Department determines that Four Hills Load Reducer qualifies as a Class I renewable energy facility.

**FINDINGS OF FACT**

1. Four Hills Load Reducer is a methane gas from landfill facility located in Nashua, New Hampshire.
2. Four Hills Load Reducer is currently owned by Suncook Energy LLC.
3. Four Hills Load Reducer began operation on March 8, 1996.
4. Four Hills Load Reducer has a nameplate capacity of 2.2 megawatts.
5. Four Hills Load Reducer is registered with ISO-NE as a methane gas facility.

**CONCLUSION**

Based on the evidence submitted, the Department finds that Four Hills Load Reducer qualifies as a Class I renewable generation source pursuant to C.G.S. §16-1(a)(26).

The Department assigns each renewable generation source a unique Connecticut RPS registration number. Four Hills Load Reducer's Connecticut RPS registration number is CT00166-04.

The Department's determination in this docket is based on the information submitted by Suncook Energy, LLC. The Department may reverse its ruling or revoke the Applicant's registration if any material information provided by the Applicant proves to be false or misleading. The Department reminds Suncook Energy, LLC that it is obligated to notify the Department within 10 days of any changes to any of the information it has provided to the Department.

**DOCKET NO. 04-10-36 . APPLICATION OF SUNCOOK ENERGY LLC FOR  
QUALIFICATION OF FOUR HILLS LOAD REDUCER AS A  
CLASS I RENEWABLE ENERGY SOURCE**

This Decision is adopted by the following Commissioners:

Anne C. George

Donald W. Downes

John W. Betkoski, III

CERTIFICATE OF SERVICE

The foregoing is a true and correct copy of the Decision issued by the Department of Public Utility Control, State of Connecticut, and was forwarded by Certified Mail to all parties of record in this proceeding on the date indicated.

*Louise E. Rickard*

---

Louise E. Rickard  
Acting Executive Secretary  
Department of Public Utility Control

February 2005

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Date



# STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC UTILITY CONTROL  
TEN FRANKLIN SQUARE  
NEW BRITAIN, CT 06051

**DOCKET NO. 04-10-35 APPLICATION OF SUNCOOK ENERGY LLC FOR  
QUALIFICATION OF FOUR HILLS LANDFILL UNIT AS A  
CLASS I RENEWABLE ENERGY SOURCE**

February 2, 2005

By the following Commissioners:

Anne C. George  
Donald W. Downes  
John W. Betkoski, III

## DECISION

### INTRODUCTION

#### **A. SUMMARY**

In this Decision, the Department of Public Utility Control determines that the Four Hills Landfill generating facility qualifies as a Class I renewable energy source as a methane gas from landfill facility and assigns it Connecticut Renewable Portfolio Standard (RPS) Registration Number CT00165-04.

#### **B. BACKGROUND OF THE PROCEEDING**

By application dated October 7, 2004, Suncook Energy, LLC requested that the Department of Public Utility Control (Department) determine that the Four Hills Landfill generation facility qualifies as a Class I renewable energy source.

Four Hills Landfill is a methane gas from landfill facility located in Nashua, New Hampshire. Four Hills Landfill began commercial operation on April 1, 1996 and has a nameplate capacity of .82MW.

**C. CONDUCT OF THE PROCEEDING**

There is no statutory requirement for a hearing, no person requested a hearing, and none was held.

**D. PARTICIPANTS IN THE PROCEEDING**

The Department recognized Suncook Energy LLC, c/o Cambrian Energy, 624 South Grand Avenue No. 2420, Los Angeles, California 90017, and the Office of Consumer Counsel, Ten Franklin Square, New Britain, Connecticut 06051, as participants in this proceeding.

**II. DEPARTMENT ANALYSIS**

Pursuant to Connecticut General Statutes (C.G.S.) §16-1(a)(26), as amended by Public Act 03-135, An Act Concerning Revisions To The Electric Restructuring Legislation, and Public Act 03-221, An Act Concerning Technical Revisions To The Utility Statutes And Telecommunications Towers On Agricultural Land, "Class I renewable energy source" includes energy derived from methane gas from landfills.

As provided in the application, Four Hills Landfill is a methane gas from landfill facility located in Nashua, New Hampshire. Four Hills Landfill is currently owned by Suncook Energy, LLC. According to ISO New England's (ISO-NE) Seasonal Claimed Capability (SCC) Report dated 1/1/2005, Four Hills Landfill is a methane gas from landfill electric generating facility.

Based on the foregoing, the Department determines that Four Hills Landfill qualifies as a Class I renewable energy facility.

**FINDINGS OF FACT**

1. Four Hills Landfill is a methane gas from landfill facility located in Nashua, New Hampshire.
2. Four Hills Landfill is currently owned by Suncook Energy LLC.
3. Four Hills Landfill began operation on April 1, 1996.
4. Four Hills Landfill has a nameplate capacity of .82 megawatts.
5. Four Hills Landfill is registered with ISO-NE as a methane gas facility.

**CONCLUSION**

Based on the evidence submitted, the Department finds that Four Hills Landfill qualifies as a Class I renewable generation source pursuant to C.G.S. §16-1(a)(26).

The Department assigns each renewable generation source a unique Connecticut Renewable Portfolio Standard (RPS) registration number. Four Hills Landfill's Connecticut RPS registration number is CT00165-04.

The Department's determination in this docket is based on the information submitted by Suncook Energy, LLC. The Department may reverse its ruling or revoke the Applicant's registration if any material information provided by the Applicant proves to be false or misleading. The Department reminds Suncook Energy, LLC that it is obligated to notify the Department within 10 days of any changes to any of the information it has provided to the Department.

**DOCKET NO. 04-10-35 APPLICATION OF SUNCOOK ENERGY LLC FOR  
QUALIFICATION OF FOUR HILLS LANDFILL UNIT AS A  
CLASS I RENEWABLE ENERGY SOURCE**

This Decision is adopted by the following Commissioners:

Anne C. George

Donald W. Downes

John W. Betkoski, III

CERTIFICATE OF SERVICE

The foregoing is a true and correct copy of the Decision issued by the Department of Public Utility Control, State of Connecticut, and was forwarded by Certified Mail to all parties of record in this proceeding on the date indicated.

*Louise E. Rickard*

\_\_\_\_\_  
Louise E. Rickard  
Acting Executive Secretary  
Department of Public Utility Control

February 7, 2005

\_\_\_\_\_  
Date



**EVOLUTION**  
MARKETS

Fortistar Application for NH Class 3 RECs

Explanation of Suncook LLC Acquisition

## **FORTISTAR**

One North Lexington Avenue ♦ White Plains, New York 10601  
Tel. (914) 421-4900 ♦ Fax. (914) 421-0052

### **Press Release**

Contact: David Comora  
(914) 421-4900

#### **FORTISTAR closes on its acquisition of six Landfill Gas to Energy Projects and expands its leadership in green/renewable energy.**

**White Plains, New York, Thursday, January 3, 2008.** On December 21, 2007 FORTISTAR closed on its acquisition of six landfill gas to energy projects acquired from an affiliate of the Algonquin Power Income Fund. The purchase price was \$11.3 million. The six projects represent approximately 18 megawatts of power generation capacity and are part of FORTISTAR's continuing long-term commitment to expand its methane and renewable energy sector. These projects expand FORTISTAR'S ownership in California and New England, two key areas in the country that are aggressively supporting the expansion of green/renewable energy.

Energy from FORTISTAR'S portfolio is now sufficient to provide electricity for 250,000 homes. The destruction of methane gas from FORTISTAR'S portfolio is equivalent to destroying 9.3 tons of carbon dioxide per year which, in turn, is equivalent to the carbon dioxide emitted from 1.6 million cars, the production of 990 MWs of electricity produced from coal or the planting of 2.3 million acres of trees (the equivalent to an area equal to two-thirds the size of Connecticut).

The White Plains, New York based FORTISTAR through its FORTISTAR Methane Group now owns fifty landfill gas to energy projects, representing approximately 12% of the developed market. We are one of the largest independently owned landfill gas to energy companies in the country. FORTISTAR'S portfolio is a combination of Gas Recovery Systems, Minnesota Methane, United Gasco and Algonquin Power Income Fund projects.

# ALGONQUIN POWER & UTILITIES

(AQN:Toronto)

LAST C\$4.19 CAD

CHANGE TODAY +0.01 0.24%

VOLUME 244.8K

AQN On Other Exchanges

As of 3:59 PM 07/20/10 All times are local (Market data is delayed by at least 15 minutes).

[Snapshot](#)[News](#)[Charts](#)[Financials](#)[Earnings](#)[People](#)[Transactions](#)

text size: T | T

[Back to Snapshot](#)

## Company Description

### CONTACT INFO

2845 Bristol Circle

Oakville, ON L6H 7H7

Canada

Phone: 905-465-4500

Fax: 905-465-4514

[www.algonquinpower.com](http://www.algonquinpower.com)

[http://investing.businessweek.com/research/stocks/snapshot/snapshot\\_article.asp?ticker=AQN:CN&page=2](http://investing.businessweek.com/research/stocks/snapshot/snapshot_article.asp?ticker=AQN:CN&page=2)

Algonquin Power Income Fund operates as an unincorporated open ended trust. The Fund, through its interests in the Fund Businesses, engages, indirectly, primarily in the business of generating and marketing electrical energy within the independent power generation industry. The Fund's facilities are located in Canada and the United States. The Fund is managed by Algonquin Power Management, Inc. Fund Businesses The Fund has direct or indirect interests in the following corporations: St. Leon Wind Energy GP, Inc. and St. Leon Wind Energy Inc., Canadian corporations; Algonquin Power Fund (Canada), Inc., Donnacona Holdings Inc., Algonquin Holdco Inc. and Algonquin Power Energy from Waste, Inc., Ontario corporations; Corporation D'Investissements Eoliennes Algonquin Power, a Quebec corporation; Algonquin Power Fund (America), Inc., Algonquin Power Fund (America) Holdco, Inc., Algonquin Water Resources of America, Inc., CSI Oswego Corp., KMS America, Inc., KMS America GP Inc., KMS Crossroads, Inc., Across America LFG LLC and Oswego Energy Corp., Delaware corporations; Algonquin Power (Biogas) LLC, Algonquin Power - Cambrian Pacific Genco LLC, MM Tajiguas Energy LLC, MM Prima Deshecha Energy LLC, MM Nashville Energy LLC, MM Hackensack Energy LLC, Suncook Energy LLC, MM Burnsville Energy LLC, Minnesota Methane II, LLC, NM Milliken Genco LLC, NM Colton Genco LLC, NM Mid-Valley Genco LLC, NM San Timateo Genco LLC, MM San Bernardino Energy LLC, NEO-Montauk Genco LLC, Montauk-NEO Gasco LLC, MN San Bernardino Gasco I LLC, MN San Bernardino Gasco II LLC, Algonquin Power Systems (LFG) LLC and Algonquin Power (Beaver Falls), LLC, Meadowlands Gas Treaters LLC, Delaware limited liability companies; Landfill Power LLC, a Wyoming limited liability company; SFR Hydro Corporation

and Lakeport Hydroelectric Corp., New Hampshire corporations; Clement Dam Hydroelectric LLC and Franklin Power, LLC, New Hampshire limited liability companies; Worcester Hydro Company, Inc, a Vermont corporation; Court Street Investments, Inc. and Oswego Power Company, Inc., Massachusetts corporations; Tug Hill Energy, Inc., a New York corporation; Black Mountain Sewer Corporation, Gold Canyon Sewer Company, Bella Vista Water Co., Inc., Litchfield Park Service Company, Rio Rico Utilities Inc., Northern Sunrise Water Company, Inc. and Southern Sunrise Water Company Inc., Arizona corporations; Algonquin Water Services LLC, an Arizona limited liability company; Great Falls Energy, L.L.C., a Maryland limited liability company; Algonquin Power Sanger LLC, a California limited liability company; Woodmark Utilities, Inc. and Tall Timbers Utility Company, Inc., Texas corporations; Algonquin Water Resources of Texas LLC, a Texas limited liability company; Algonquin Water Resources of Missouri LLC, a Missouri limited liability company; Algonquin Water Resources of Illinois, LLC, an Illinois limited liability company; Algonquin Power Windsor Locks LLC, a Connecticut limited liability company and Dyna Fibres, Inc., a California corporation. The Fund also has direct or indirect interests in the following partnerships: St. Leon Wind Energy LP and AirSource Power Income Fund, Manitoba limited partnerships; Valley Power LP, an Alberta limited partnership; Societe Hydro-Donnacona, S.E.N.C., a Quebec general partnership; Societe en Commandite Algonquin (Eoliennes), Glenford Partnership and Algonquin Power (Mont-Laurier) Limited Partnership, Quebec limited partnerships; Newspring Acquisition Partnership, an Ontario general partnership; Algonquin (AirSource) Power LP and Algonquin Power (Campbellford) Limited Partnership, Ontario limited partnerships; Hollow Dam Power Company and Burt Dam Power Company, New York general partnerships; Hadley Falls Associates, HDI Associates III, Avery Hydroelectric Associates, Gregg Falls Hydroelectric Associates Limited Partnership, Pembroke Hydro Associates Limited Partnership and Mine Falls Limited Partnership, New Hampshire limited partnerships; Moretown Hydro Energy Company, a Vermont partnership; HDI Associates I, an Indiana general partnership; Great Falls Hydroelectric Company Limited Partnership, a Maryland limited partnership; Oswego Hydro Partners, L.P., a Delaware limited partnership; Algonquin Power (Rattle Brook) Partnership, a Newfoundland partnership; and San Bernardino Landfill Gas Partnership LP, a California limited partnership. Facilities As of March 30, 2007, the Fund's equity interests included, directly and indirectly, in 47 hydroelectric generating facilities located in Ontario (4), Quebec (12), Newfoundland (1), Alberta (1), New York State (13), New Hampshire (13), Vermont (2) and New Jersey (1) representing aggregate installed generating capacity of approximately 143 MW. In addition, the Fund has an equity interest in one wind energy generating facility located in Manitoba with installed capacity of approximately 99 MW. The Fund also holds equity interests in one energy from waste facility in Ontario with an installed generating capacity of 10 MW, 10 land-fill gas fired facilities in California, Tennessee, New Jersey, New Hampshire and Minnesota with total installed generating capacity of 36 MW and three natural

gas-fired cogeneration facilities in each of Connecticut, New Jersey and California with an installed capacity of approximately 113 MW. In addition, the Fund owns partnership, share and debt interests in three biomass fired generating facilities with combined installed capacity of approximately 70 MW located in Alberta, Quebec and Nova Scotia. The Fund holds minority term investments in two natural gas/wood waste-fired generating facilities with joint installed capacity of approximately 138 MW located in northern Ontario. In addition to its electricity generating assets, Algonquin owns 17 regulated water distribution and wastewater facilities in Arizona, Illinois, Missouri and Texas. The facilities are grouped into four business segments: hydroelectric segment, natural gas cogeneration segment, alternative fuel segment and infrastructure segment. The Fund also has an indirect ownership interest in St. Leon Trust. Ontario Developments include Long Sault Rapids, Hurdman Dam, Drag Lake Dam, Burgess Dam and Campbellford Facilities. Quebec Developments include Saint-Alban, Glenford, Rawdon, Cte Ste-Catherine, Ste-Raphaël, Mont Laurier, Rivière-du-Loup, Hydraska, Ste-Brigitte, Belleterre, Donnacona, and St. Raphaël de Bellchasse Facilities. Newfoundland Development includes Rattle Brook Facility. New York Development include Ogdensburg, Forestport, Herkimer, Christine Falls, Cranberry Lake, Kayuta Lake, Adams, Kings Falls, Otter Creek, Phoenix, Beaver Falls, Burt Dam and Hollow Dam Facilities. New England Development include Gregg Falls, Pembroke, Clement Dam, Franklin, Lochmere, Lower Robertson, Ashuelot, Lakeport, Avery Dam, Hadley Falls, Hopkinton, Milton, Mine Falls, Great Falls, Worcester and Moretown Facilities. Western Canada Developments include Dickson Dam Facility and Valley Power Facility. Cogeneration Developments include Sanger Facility, Windsor Locks Facility and Crossroads Facility. Wind Energy Developments include St. Leon Wind Energy (Wind) Facility. Thermal Developments include EFW Facility, Prima Deshecha Facility, Tajiguas Facility, Milliken Facility, Mid-Valley Facility, Colton Facility, Nashville (Bordeaux) Facility, Balefill Facility, Kingsland Facility, Suncook Facility, Burnsville Facility and Flying Cloud Facility. Water Distribution and Water Reclamation Developments include Black Mountain, Gold Canyon, Bella Vista, Tall Timbers, Woodmark, Litchfield, Fox River, Timber Creek, Holiday Hills, Ozark Mountain, Holly Ranch, Big Eddy, Piney Shores, Hill Country, Rio Rico, Northern Sunrise, and Southern Sunrise Facilities. Other Interests in Energy-Related Developments include Kirkland Facility, Cochrane Facility, Chapais Facility, and Brooklyn Facility. Customers The Fund Businesses sells electricity to utilities. During 2006, the Fund's major customers included Connecticut Light and Power; Ontario Electricity Financial Corporation; Hydro Quebec; and Pacific Gas and Electric. It also sells to regulated water distribution and reclamation facilities. Significant Events The company and Emera Inc. have entered into a strategic partnership that would have the companies collaborate on select utility infrastructure and renewable generation investments. History Algonquin Power Income Fund was founded in 1996.

## **FORTISTAR**

One North Lexington Avenue ♦ White Plains, New York 10601  
Tel. (914) 421-4900 ♦ Fax. (914) 421-0052

### **Press Release**

Contact: David Comora  
(914) 421-4900

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**EVOLUTION**  
MARKETS

Fortistar Application for NH Class 3 RECs

Interconnection agreement and Title V Permit



State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES

6 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095  
(603) 271-1370 FAX (603) 271-1381



RECEIVED MAR 07 2003

March 3, 2003

Mr. George Crombie  
City of Nashua  
Department of Public Works  
229 Main Street  
Nashua, NH 03061

Re: Final Title V Operating Permit for Four Hills Landfill.  
Application No. FY01-TV005

Dear Mr. Crombie:

Enclosed please find the final Title V Operating Permit for Four Hills Landfill, which was issued today. The Region I office of the United States Environmental Protection Agency has completed its final review of the proposed Title V Operating Permit and does not object to its issuance. This letter has no effect on the time frame for citizen petitions. The 60-day filing period for a citizen's petition shall run from the expiration of EPA's full 45-day objection period, which expires on April 4, 2003.

In addition, enclosed please find a questionnaire distributed by the Department of Environmental Services, Public Information and Permitting Unit. We are constantly trying to improve our permit processing, and your feedback is greatly appreciated. If you have any questions regarding either the Title V Operating Permit or the questionnaire, please contact Elizabeth Nixon at (603) 271-0883.

Sincerely,

Craig A. Wright  
Administrator  
Stationary Source Management Bureau  
Air Resources Division

Enclosures: Final Title V Operating Permit  
PIP Questionnaire

CAW/ern

cc: Ida McDonnell, U.S. EPA, Region I  
Ben Heuser, Four Hills, LLC and Suncook, LLC  
Richard K. Reine, Nashua Solid Waste Dept.  
Kerry Converse, Nashua Solid Waste Dept.  
Barb Johnson, Golder Associates  
Bill Straub, CMA Engineering  
City of Nashua  
Tim Drew, PIP w/o enclosure

STATE OF NEW HAMPSHIRE  
Department of Environmental Services  
Air Resources Division



## Title V Operating Permit

Permit No: TV-OP-047  
Date Issued: March 3, 2003

This certifies that:  
City of Nashua  
Department of Public Works  
229 Main Street  
Nashua, NH 03061

has been granted a Title V Operating Permit for the following facility and location:  
Four Hills Landfill Gas to Energy Facility  
840 West Hollis Street  
Nashua, NH 03062  
AFS Point Source Number – 3301100191

This Title V Operating Permit is hereby issued under the terms and conditions specified in the Title V Operating Permit Application filed with the New Hampshire Department of Environmental Services on April 4, 1997 as amended April 23, 2001 under the signature of the following responsible official certifying to the best of their knowledge that the statements and information therein are true, accurate and complete.

Responsible Official:  
George Crombie  
Director of Public Works  
(603) 589-3140

Technical Contact:  
Ben Heuser  
Manager, Engineering Services  
Four Hills LLC and Suncook Energy LLC  
(612) 373-5464

Richard K. Reine  
Superintendent, Nashua Solid Waste Department  
(603) 589-3410

This Permit is issued by the New Hampshire Department of Environmental Services, Air Resources Division pursuant to its authority under New Hampshire RSA 125-C and in accordance with the provisions of Code of the Federal Regulations 40 Part 70.

This Title V Operating Permit shall expire on March 31, 2008

**SEE ATTACHED SHEETS FOR ADDITIONAL PERMIT CONDITIONS**

For the New Hampshire Department of Environmental Services, Air Resource Division

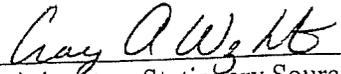
  
Administrator, Stationary Source Management Bureau

TABLE OF CONTENTS

ABBREVIATIONS.....3

FACILITY SPECIFIC TITLE V OPERATING PERMIT CONDITIONS .....5

I. FACILITY DESCRIPTION OF OPERATIONS .....5

II. PERMITTED ACTIVITIES.....5

III. SIGNIFICANT ACTIVITIES IDENTIFICATION AND STACK CRITERIA.....5

    A. *Significant Activity Identification*.....6

    B. *Stack Criteria*.....7

IV. INSIGNIFICANT ACTIVITIES IDENTIFICATION.....7

V. EXEMPT ACTIVITIES IDENTIFICATION.....7

VI. POLLUTION CONTROL EQUIPMENT IDENTIFICATION.....7

VII. ALTERNATIVE OPERATING SCENARIOS.....7

VIII. APPLICABLE REQUIREMENTS.....7

    A. *State-only Enforceable Operational and Emission Limitations*.....8

    B. *Federally Enforceable Operational and Emission Limitations*.....12

    C. *Emission Reductions Trading Requirements*.....12

    D. *Monitoring/Testing Requirements*.....15

    E. *Recordkeeping Requirements*.....18

    F. *Reporting Requirements*.....21

    G. REQUIREMENTS CURRENTLY NOT APPLICABLE.....22

GENERAL TITLE V OPERATING PERMIT CONDITIONS.....22

X. ISSUANCE OF A TITLE V OPERATING PERMIT.....22

XI. TITLE V OPERATING PERMIT RENEWAL PROCEDURES.....22

XII. APPLICATION SHIELD .....22

XIII. PERMIT SHIELD .....23

XIV. REOPENING FOR CAUSE.....23

XV. ADMINISTRATIVE PERMIT AMENDMENTS .....24

XVI. OPERATIONAL FLEXIBILITY .....26

XVII. MINOR PERMIT AMENDMENTS.....26

XVIII. SIGNIFICANT PERMIT AMENDMENTS .....26

XIX. TITLE V OPERATING PERMIT SUSPENSION, REVOCATION OR NULLIFICATION .....27

XX. INSPECTION AND ENTRY .....27

XXI. CERTIFICATIONS.....27

    A. *Compliance Certification Report*.....27

    B. *Certification of Accuracy Statement*.....28

XXII. ENFORCEMENT.....28

XXIII. EMISSION-BASED FEE REQUIREMENTS.....29

XXIV. DUTY TO PROVIDE INFORMATION.....30

XXV. PROPERTY RIGHTS .....30

XXVI. SEVERABILITY CLAUSE.....30

    XVII. EMERGENCY CONDITIONS.....30

XXVIII. PERMIT DEVIATION.....30

**ABBREVIATIONS**

AAL	Ambient Air Limit
AP-42	Compilation of Air Pollutant Emission Factors
ARD	Air Resources Division
ASTM	American Society for Testing and Materials
BACT	Best Available Control Technology
BHP (or bhp)	Brake Horse Power
BTU	British Thermal Units
CAA	Clean Air Act, 42 U.S.C. § 7401, et seq.
CAM	Compliance Assurance Monitoring
CAS	Chemical Abstracts Service
CEMS	Continuous Emission Monitoring System
CFR	Code of Federal Regulations
CNG	Compressed Natural Gas
CO	Carbon Monoxide
CO <sub>2</sub>	Carbon Dioxide
COMS	Continuous Opacity Monitoring System
DER	Discrete Emission Reduction
Env-A	New Hampshire Code of Administrative Rules – Air Resources Division
Env-Wm	New Hampshire Code of Administrative Rules – Waste Management Division
ECS	Emission Control System
ERC	Emission Reduction Credit
FR	Federal Register
HAP	Hazardous Air Pollutant
HHV	High Heat Value
HCl	Hydrochloric acid
Hr	Hour
kGal	1,000 gallons
KW	Kilowatt
LAER	Lowest Achievable Emission Rate
Lb/hr	Pounds per hour
LNB	Low NO <sub>x</sub> Burner
LNG	Liquid Natural Gas
LPG	Liquid Petroleum Gas (Propane)
MACT	Maximum Achievable Control Technology
mg/L	Milligrams per liter
MMBTU (or MMBtu)	Million British Thermal Units
MMCF	Million Cubic Feet
MW	Megawatt
NAAQS	National Ambient Air Quality Standard
NESHAPs	National Emissions Standards for Hazardous Air Pollutants
NG	Natural Gas
NHDES (or DES)	New Hampshire Department of Environmental Services
NMOC	Nonmethane Organic Compound
NO <sub>x</sub>	Oxides of Nitrogen
NSPS	New Source Performance Standard
NSR	New Source Review
PCB	Polychlorinated biphenyls

**BREVIATIONS (cont.)**

PE	Potential Emission
PM	Particulate Matter
PM <sub>10</sub>	Particulate Matter less than 10 microns diameter
ppm	part per million
ppmv	part per million by volume
PSD	Prevention of Significant Deterioration
PSI	Pounds per Square Inch
PTE	Potential to Emit
RACT	Reasonably Available Control Technology
RTAP	Regulated Toxic Air Pollutant
SIP	State Implementation Plan
SO <sub>2</sub>	Sulfur Dioxide
T-12M	Tons during any consecutive 12-month period
TAP	Toxic Air Pollutant
TSP	Total Suspended Particulate Matter
TPY	Tons per Year
USEPA	United States Environmental Protection Agency
VOC	Volatile Organic Compound

## Facility Specific Title V Operating Permit Conditions

### I. Facility Description of Operations

Four Hills Landfill Gas to Energy Facility is a solid waste management facility located in Nashua, New Hampshire. The City of Nashua, Department of Public Works, owns and operates the landfill (EU04 and EU05 as identified below) and other insignificant activities. Four Hills LLC is responsible for maintaining the landfill gas collection system and the flare (EU03 as identified below). Suncook Energy, LLC is responsible for Engines Nos. 1 and 2 (EU01 and EU02 as identified below). The City of Nashua, Department of Public Works, Four Hills LLC, and Suncook Energy LLC (collectively referred to as the Permittee) have signed a Memorandum of Understanding delineating the responsibility of each party. The predominant sources of air pollutant emissions at Four Hills Landfill are the landfills; the landfill gas recovery systems, consisting of one flare and two engines; and fugitive dust sources, including vehicular traffic, landfill operations, construction activities, the loading and unloading of daily cover material (consisting of either ground construction/demolition waste or on-site soil) and bulldozing of the daily cover. Other insignificant activities, such as an emergency generator, an animal crematorium, propane heaters, and fuel storage tanks, emit small amounts of air pollutants. These insignificant activities are referred to in the permit as facility-wide emission units.

### II. Permitted Activities

In accordance with all of the applicable requirements identified in this permit, the Permittee is authorized to operate the devices and or processes identified in Sections III, IV, V and VI within the terms and conditions specified in this Permit.

### III. Significant Activities Identification and Stack Criteria

#### A. Significant Activity Identification

The activities identified in the following table (Table 1) are subject to and regulated by this Title V Operating Permit:

Emission Unit Number	Description of Emission Unit	Maximum Gross Heat Input or Maximum Power Output	Maximum Operating Conditions
EU01	Internal Combustion Engine #1 - Caterpillar Model No. G3516, Serial Number 4EK000649	9.2 MMBtu/hr (HHV-input) or 1144 HP (output)	A) Maximum fuel consumption shall be limited to 80,592 MMBtu of gross heat input of landfill gas during any consecutive 12-month period assuming 500 Btu/cubic feet, HHV (which is equivalent to 161,184,000 actual cubic feet of landfill gas). The Permittee may increase the landfill gas flow provided the total heat input limit is not exceeded.

Emission Unit Number	Description of Emission Unit	Maximum Gross Heat Input or Maximum Power Output	Maximum Operating Conditions
			B) Maximum gross electrical generation load shall be limited to 820 kilowatts (KW).
EU02	Internal Combustion Engine #2 - Caterpillar Model No. G3612, Serial Number 1YG00078	24.7 MMBtu/hr (HHV-input) or 3175 HP (output)	A) Maximum fuel consumption shall be limited to 216,372 MMBtu of gross heat input of landfill gas during any consecutive 12-month period assuming 500 Btu/cubic feet, HHV (which is equivalent to 432,744,000 actual cubic feet of landfill gas). The Permittee may increase the landfill gas flow provided the total heat input limit is not exceeded. B) Maximum gross electrical generation load shall be limited to 2285 KW.
EU03	Landfill Gas Flare - LFGas Candle Flare	60.0 MMBtu/hr (HHV-input)	Maximum fuel consumption shall be limited to 288,029 MMBtu of gross heat input of landfill gas during any consecutive 12-month period assuming 500 Btu/cubic feet, HHV (which is equivalent to 576,058,000 actual cubic feet of landfill gas). The Permittee may increase the landfill gas flow provided the total heat input limit is not exceeded.
EU04	Unlined Landfill	NA	Active landfill
EU05	C/D Landfill	NA	Closed landfill

### B. Stack Criteria

The following stacks for the above listed significant devices at this facility shall discharge vertically without obstruction (including rain caps) and meet the following criteria in accordance with the state-only modeling requirements specified in Env-A 1400:

Stack Number	Emission Unit Number	Emission Unit Description	Minimum Stack Height (Feet) Above Ground Level	Maximum Stack Diameter (Feet)	Minimum Exhaust Air Flow (acfm)
ST01	EU01	Internal Combustion Engine #1	36	0.83	5,466
ST02	EU02	Internal Combustion Engine #2	44	1.67	20,520
ST03	EU03	Landfill Gas Flare	23	0.67	28,904

Preauthorized changes to the state-only requirements pertaining to stack parameters (set forth in this permit), shall be permitted only when an air quality impact analysis which meets the criteria of Env-A 606 is performed either by the facility or the New Hampshire Department of Environmental Services, Air Resources Division (if requested by facility in writing) in accordance with the "DES Policy and Procedure for Air Quality Impact Modeling. All air modeling data shall be kept on file at the facility for review by the DES upon request.

**IV. Insignificant Activities Identification**

All activities at this facility that meet the criteria identified in the New Hampshire Rules Governing the Control of Air Pollution Env-A 609.03(g), shall be considered insignificant activities. Emissions from the insignificant activities shall be included in the total facility emissions for the emission-based fee calculation described in Section XXIII. of this Permit.

**V. Exempt Activities Identification**

All activities identified in Env-A 609.03(c) shall be considered exempt activities and shall not be subject to or regulated by this Title V Operating Permit.

**VI. Pollution Control Equipment Identification**

The Emission Unit Nos. EU01, EU02, and EU03 are considered pollution control equipment or techniques for EU04 and EU05 (the landfills).

**VII. Alternative Operating Scenarios**

No alternative operating scenarios were identified for this Permit.

**VIII. Applicable Requirements**

**A. State-only Enforceable Operational and Emission Limitations**

The Permittee shall be subject to the state-only operational and emission limitations identified in Table 3 below.

Item #	Regulatory Cite	Applicable Emission Unit	Applicable Requirement
1.	Env-A 1403	EU01, EU02, EU03, EU04, EU05 and Facility wide	All devices or processes shall comply with Env-A 1400 ( <i>Regulated Toxic Air Pollutants</i> ).
2.	Env-A 1404.01(d)	EU01, EU02, EU03, EU04, EU05 and Facility wide	Documentation for the demonstration of compliance shall be retained at the facility and shall be made available to DES for inspection upon request.

Item #	Regulatory Cite	Applicable Emission Unit	Applicable Requirement
3.	Env-A 1405.01	EU01, EU02, EU03, EU04, EU05 and Facility wide	A) The owner of a new or modified device or process requiring a permit under this chapter shall submit an application for a temporary permit in accordance with Env-A 607.03. B) Pursuant to RSA 125-I:5,I, the owner shall not operate the device or process until a temporary permit is issued.
4.	Env-A 1406.01	EU01, EU02, EU03, EU04, EU05 and Facility wide	The owner of any device or process that emits an RTAP shall determine compliance with the AAL by using one of the methods provided in Env-A 1406.02, Env-A 1406.03, or Env-A 1406.04. Upon request, the owner of any device or process that emits an RTAP shall provide documentation of compliance with the AAL to DES.

### B. Federally Enforceable Operational and Emission Limitations

1. The Permittee shall be subject to the emission limitations summarized in Table 4 below for the listed fuel burning devices.

	NO <sub>x</sub> *	SO <sub>2</sub>	CO	PM	NMOC	Opacity
EU01	3.0 lbs/hr; 13.3 tons/any consecutive 12-month period	0.49 lbs/hr; 2.2 tons/any consecutive 12-month period	5.8 lbs/hr; 25.4 tons/any consecutive 12-month period	1.1 lbs/mmBtu; 4.84 tons/any consecutive 12-month period	1.51 lbs/hr; 6.6 tons/any consecutive 12-month period	20%
EU02	4.9 lbs/hr; 21.5 tons/any consecutive 12-month period	1.4 lbs/hr; 6.1 tons/any consecutive 12-month period	15.4 lbs/hr; 67.5 tons/any consecutive 12-month period	3.0 lbs/mmBtu; 13.0 tons/any consecutive 12-month period	5.6 lbs/hr; 24.5 tons/any consecutive 12-month period	20%
EU03	7.1 lbs/hr; 17.0 tons/any consecutive 12-month period	3.2 lbs/hr; 7.7 tons/any consecutive 12-month period	45.0 lbs/hr; 108.0 tons/any consecutive 12-month period	1.0 lbs/mmBtu; 2.5 tons/any consecutive 12-month period	6.2 lbs/hr; 14.9 tons/any consecutive 12-month period	20%

\* Refer to Table 5 for a facility-wide NO<sub>x</sub> emission limit imposed for the purpose of avoiding NO<sub>x</sub> RACT.

2. The Permittee shall be subject to the federally enforceable operational and emission limitations identified in Table 5 below:

Item #	Regulatory Cite	Applicable Emission Unit	Applicable Requirement
1.	Temporary Permit No. TP-B-355	EU01	Maximum fuel consumption shall be limited to 80,592 MMBtu of gross heat input of landfill gas during any consecutive 12-month period assuming 500 Btu/cubic feet, HHV (which is equivalent to 161,184,000 actual cubic feet of landfill gas). The Permittee may increase the landfill gas flow provided the total heat input limit is not exceeded.
2.	Temporary Permit No. TP-B-356	EU02	Maximum fuel consumption shall be limited to 216,372 MMBtu of gross heat input of landfill gas during any consecutive 12-month period

Table 5 - Federally Enforceable Operational and Emission Limitations			
Item #	Regulatory Cite	Applicable Emission Unit	Applicable Requirement
			assuming 500 Btu/cubic feet, HHV (which is equivalent to 432,744,000 actual cubic feet of landfill gas). The Permittee may increase the landfill gas flow provided the total heat input limit is not exceeded.
3.	Temporary Permit No. TP-B-357	EU03	Maximum fuel consumption shall be limited to 288,029 MMBtu of gross heat input of landfill gas during any consecutive 12-month period assuming 500 Btu/cubic feet, HHV (which is equivalent to 576,058,000 actual cubic feet of landfill gas). The Permittee may increase the landfill gas flow provided the total heat input limit is not exceeded.
4.	Temporary Permit No. TP-B-355	EU01	Maximum gross electrical generation load shall be limited to 820 KW.
5.	Temporary Permit No. TP-B-356	EU02	Maximum gross electrical generation load shall be limited to 2285 KW.
6.	Env-A 2003.02 Visible Emission Standard for Fuel Burning Devices	EU01, EU02, EU03, and Facility wide	The average opacity from fuel burning devices shall not exceed 20 percent for any continuous 6-minute period in any 60-minute period.
7.	Env-A 2003.08 Particulate Emission Standards for Fuel Burning Devices	EU01, EU02, EU03, and Facility wide	The Permittee shall not cause or allow particulate matter emissions from fuel burning devices with maximum gross heat input rate less than 100 mmBtu/hr in excess of 0.30 lb/mmBtu.
8.	Env-A 1211 Emission Limitation to avoid NOx RACT	EU01, EU02, EU03, and Facility-wide	The combined theoretical potential NOx emissions shall not exceed 50 tons per any consecutive 12-month period, in order for the facility to avoid NOx RACT requirements.
9..	Env-A 1002 Fugitive Dust	EU04 and EU05	The Permittee shall take and continue precautions throughout the duration of activities, which involve transportation, storage, use, and removal of soil, in order to prevent, abate, and control fugitive dust emissions. Such precautions shall include wetting or covering.
10.	40 CFR 60.752 (b), 40 CFR 60.754, and 40 CFR 60.757(b)(1)(ii) Standards for Air Emissions from MSW Landfills	EU04, EU05	The Permittee shall calculate an NMOC emission rate for the landfill using the procedures specified in 40 CFR 60.754. The Permittee has chosen to calculate the NMOC concentration according to 40 CFR 60.754(a)(3), Tier 3. Accordingly, the Permittee shall submit a periodic estimate of the emissions report to the US EPA and the DES, except as provided for in 40 CFR 60.757(b)(1)(ii), which allows the Permittee to submit an estimate of the NMOC emission rate for the next 5-year period in lieu of the annual report if the estimated NMOC emission rate as reported in the annual report is less than 50 megagrams per year in each of the next 5 consecutive years. The Permittee shall recalculate the NMOC emission rate annually using the procedures specified in 40 CFR 60.754(a)(1) until the calculated NMOC emission rate is equal to or greater than 50 megagrams per year or the landfill is closed. If the NMOC emission rate is greater than 50 megagrams per year, the Permittee shall meet the requirements to install a collection and control system. If the landfill is permanently closed, a closure notification shall be submitted to US EPA and DES as provided for in 40 CFR 60.757(d).
11.	40 CFR 60.11 Compliance with Standards and Maintenance	EU01, EU02, EU03, EU04, EU05	At all times, including periods of startup, shutdown, and malfunction, owners and operators shall, to the extent practicable, maintain and operate any affected facility including associated air pollution control equipment in a manner consistent with good air pollution control practice for

Table 5. Federally Enforceable Operational and Emission Limitations			
Item #	Regulatory Cite	Applicable Emission Unit	Applicable Requirement
	Requirements		minimizing emissions.
12.	40 CFR 60.12 Circumvention	EU01, EU02, EU03, EU04, EU05	No owner or operator subject to the provisions of 40 CFR Subpart A 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 that is based on the concentration of a pollutant in the gases discharged to the atmosphere.
13.	40 CFR 61.151 Standards for inactive waste disposal sites for asbestos mills & manufacturing & fabricating operations	EU04, EU05	<p>For any inactive waste disposal site that received deposits of asbestos-containing waste material, the Permittee shall</p> <p>A) Comply with one of the following:</p> <ol style="list-style-type: none"> <li>1) Discharge no visible emissions to the outside air from an inactive waste disposal site; or</li> <li>2) Cover the asbestos-containing waste material with at least 15 centimeters (6 inches) of compacted nonasbestos-containing material, and grow and maintain a cover of vegetation on the area adequate to prevent exposure of the asbestos-containing waste material; or</li> <li>3) Cover the asbestos-containing waste material with at least 60 centimeters (2 feet) of compacted nonasbestos-containing material, and maintain it to prevent exposure of the asbestos-containing waste.</li> </ol> <p>B) Unless a natural barrier adequately deters access by the general public, install and maintain warning signs and fencing or comply with A2 or A3 above. The warning signs shall be displayed at all entrances at intervals of 100 m (328 ft) or less along the property line or along the perimeter of the sections where asbestos-containing waste material was deposited and shall meet the specifications of 40 CFR 61.151 (b). The perimeter shall be fenced in a manner adequate to deter access by the general public.</p> <p>C) Notify EPA and DES in writing at least 45 days prior to excavating or otherwise disturbing any asbestos-containing waste material. The notification shall include the following:</p> <ol style="list-style-type: none"> <li>(1) Scheduled startup and completion dates,</li> <li>(2) The reason for disturbing the waste,</li> <li>(3) Procedures to be used to control emissions during the excavation, storage, transport, and ultimate disposal of the excavated asbestos-containing waste material,</li> <li>(4) Location of any temporary storage site and the final disposal site.</li> </ol> <p>D) Within 60 days of a site becoming inactive, record a notation on the deed to the facility property, in accordance with state law, and on any other instrument that would normally be examined during a title search that the land has been used for the disposal of asbestos-containing materials; the survey plot and a record of location and quantity of asbestos-containing waste disposed has been filed with EPA; and the site is subject to 40 CFR Part 61 Subpart M.</p>
14.	40 CFR 61.154 (a), (c), and (d)	EU04, EU05	For an active waste disposal site that receives asbestos-containing material, the Permittee shall meet the following requirements:

Table 5. Federally Enforceable Operational and Emission Limitations			
Item #	Regulatory Cite	Applicable Emission Unit	Applicable Requirement
	Standards for Active Waste Disposal Sites Receiving Asbestos-Containing Material (Federally Enforceable Only- Not State Enforceable)		<p>A) No visible emissions to the outside air; or</p> <p>B) At the end of each operating day or at least once every 24-hour period while the site is in continuous operation, the asbestos-containing waste deposited during the operating day or within the previous 24-hour period shall be covered with at least 15 centimeters (6 inches) of compacted nonasbestos containing material or be covered with a resinous or petroleum-based dust suppression agent that effectively binds dust and controls wind erosion; or</p> <p>C) Use an alternative control method that has received written approval from EPA.</p>
15.	40 CFR 61.154 (b) Barriers for Active Waste Disposal Sites Receiving Asbestos-Containing Material	EU04, EU05	<p>For an active waste disposal site that receives asbestos-containing material, the Permittee shall meet the following requirements:</p> <p>A) Unless a natural barrier adequately deters access by the general public, either warning signs and fencing must be installed at all entrances and at intervals of 100 m (300 ft.) or less along the property line of the site or along the perimeter of the sections of the site where asbestos-containing waste material is deposited or at the end of each operating day or at least once every 24-hour period while the site is in continuous operation, the asbestos-containing waste deposited during the operating day or within the previous 24-hour period shall be covered with at least 15 centimeters (6 inches) of compacted nonasbestos containing material.</p> <p>B) The warning signs must be posted in such a manner and location that a person can easily read the legend, and conform to the requirements established in 40 CFR 61.154 (b).</p> <p>C) The perimeter shall be fenced in a manner adequate to deter access by the general public.</p>
16.	RSA 125-C:6, RSA 125-C:11, and Env-A 606.04 National Ambient Air Quality Standards	EU01, EU02, EU03, EU04, EU05, and Facility wide	The Permittee shall comply with the National Ambient Air Quality Standards (NAAQS) and the applicable requirements of RSA 125-C:6, RSA 125-C:11, and Env-A 606.04. These sections include, but are not limited to, descriptions of the powers and duties of the commissioner, and requirements for adherence to permit application procedures and air pollution dispersion modeling impact analyses.
17.	40 CFR 68 and 1990 CAA Section 112(r)(1) Accidental Release Program Requirements	Facility wide	<p>The Permittee maintains no quantities of regulated substances above the threshold quantities established by the EPA under 40 CFR 68.130. Administrative controls will be established by the Permittee in order to ensure that inventories of regulated substances are maintained below the specified threshold quantities. The facility is subject to the Purpose and General Duty clause of the 1990 Clean Air Act, Section 112(r)(1). General Duty includes the following responsibilities:</p> <p>(A) Identify potential hazards that may result from such releases using appropriate hazard assessment techniques;</p> <p>(B) Design and maintain a safe facility;</p> <p>(C) Take steps necessary to prevent releases; and</p> <p>(D) Minimize the consequences of accidental releases that do occur.</p> <p>If, in the future, the Permittee wishes to store quantities of regulated substances above the threshold levels, a risk management plan shall be submitted to the Part 68 implementing agency prior to exceeding threshold quantity levels in a timely manner.</p>

### C. Emission Reductions Trading Requirements

The Permittee shall be allowed to generate Discrete Emission Reductions (DERs) in accordance with Env-A 3100 and the Notice and Certification of NOx DERs dated March 21, 2000.

### D. Monitoring/Testing Requirements

1. The Permittee is subject to the monitoring/testing requirements as contained in Table 6 below:

Item #	Device	Parameter	Method of Compliance	Frequency of Method	Regulatory Cite
1.	EU04, EU05	NMOC concentration	EPA Method 25 or 25C; EPA Method 18 may be used to analyze samples collected by EPA Method 25 or 25C sampling procedures	Initially and every 5 years; the next test shall occur by March 17, 2004	40 CFR 60.754(a)(3)
2.	EU04, EU05	NMOC mass emission rate (in megagrams/year)	<p>A) If the actual year-to-year waste acceptance rate is known:</p> $M_{NMOC} = 2kL_oM_i(e^{-kt_i})(C_{NMOC})(3.6 \times 10^{-9})$ <p>where:  <math>M_{NMOC}</math> = Total NMOC emission rate from the landfill (megagrams per year)  <math>k</math> = methane generation rate constant, year<sup>-1</sup>  <math>L_o</math> = methane generation potential, cubic meters per megagram solid waste  <math>M_i</math> = mass of solid waste in the <math>i</math>th section, megagrams  <math>t_i</math> = age of the <math>i</math>th section years  <math>C_{NMOC}</math> = concentration of NMOC, ppmv as hexane  <math>3.6 \times 10^{-9}</math> = conversion factor            The mass of nondegradable solid waste may be subtracted from the total mass of solid waste in a particular section of the landfill when calculating the value for <math>M_i</math> if documentation of the nature and amount of such wastes is maintained.</p> <p>B) If the actual year-to-year waste acceptance rate is unknown:</p> $M_{NMOC} = 2L_oR(e^{-kc} - e^{-kt})(C_{NMOC})(3.6 \times 10^{-9})$ <p>where:  <math>M_{NMOC}</math> = Total NMOC emission rate from the landfill (megagrams per year)  <math>k</math> = methane generation rate constant, year<sup>-1</sup>  <math>L_o</math> = methane generation potential, cubic meters per megagram solid waste  <math>R</math> = average annual acceptance rate, megagrams per year  <math>M_i</math> = mass of solid waste in the <math>i</math>th section, megagrams  <math>t</math> = age of landfill, years  <math>C_{NMOC}</math> = concentration of NMOC, ppmv as hexane  <math>c</math> = time since closure, years; for active landfill <math>c=0</math> and <math>e^{-kc}=1</math></p>	Annually	40 CFR 60.754(a)(1)

Table 6 Monitoring/Testing Requirements					
Item #	Device	Parameter	Method of Compliance	Frequency of Method	Regulatory Cite
			$3.6 \times 10^{-3}$ = conversion factor The mass of nondegradable solid waste may be subtracted from the total mass of solid waste in a particular section of the landfill when calculating the value for R if documentation of the nature and amount of such wastes is maintained.		
3.	Inlet to EU01, EU02, EU03	Total landfill gas flow	Flow meter	Continuously	Env-A 806 & 40 CFR 70.6 (a)(3)(i)(B)
4.	EU01, EU02	Electrical generation (kilowatt hours [kwhr])	Electric Meter	Daily	Temporary Permit No. TP-B-355 and TP-B-356
5.	EU01	Landfill gas consumption	Flow meters	Continuously	Temporary Permit No. TP-B-355
6.	EU02	Landfill gas consumption	Flow meters	Continuously	Temporary Permit No. TP-B-356
7.	EU03	Landfill gas consumption	Flow meters	Continuously	Temporary Permit No. TP-B-357
8.	EU01, EU02,	Opacity	EPA Method 9	As needed	Env-A 806 & 40 CFR 70.6 (a)(3)(i)(B)
9.	EU03	Opacity	Method 22	As needed	Env-A 806 & 40 CFR 70.6 (a)(3)(i)(B)
10.	EU01, EU02, EU03,	Particulate Emissions	EPA Reference Method 5	Upon written request by DES and/or EPA	Env-A 806 & 40 CFR 70.6 (a)(3)(i)(B)
11.	EU01, EU02, EU03, and Facility wide	NOx emissions in tons/month	EPA-approved emission factors, stack test data or accepted manufacturer's guarantee data	Monthly	Env-A 806 & 40 CFR 70.6 (a)(3)(i)(B)
12.	EU01, EU02, EU03,	SO <sub>2</sub> emissions in tons/month	EPA-approved emission factors or stack test data	Monthly	Env-A 806 & 40 CFR 70.6 (a)(3)(i)(B)
13.	EU01, EU02, EU03,	CO emissions in tons/month	EPA-approved emission factors or stack test data	Monthly	Env-A 806 & 40 CFR 70.6 (a)(3)(i)(B)
14.	EU01, EU02, EU03,	PM emissions in tons/month	EPA-approved emission factors or stack test data	Monthly	Env-A 806 & 40 CFR 70.6 (a)(3)(i)(B)
15.	EU01, EU02, EU03	NMOC emissions in tons/month	EPA-approved emission factors or stack test data	Monthly	Env-A 806 & 40 CFR 70.6 (a)(3)(i)(B)

Table 6 – Monitoring/Testing Requirements					
I #	Device	Parameter	Method of Compliance	Frequency of Method	Regulatory Cite
16.	EU01, EU02, EU03	Dispersion of HAPs and other regulated pollutants	Conduct annual visual inspections of each stack, each fuel-burning device, and each process unit. Annual inspections shall include a thorough inspection of the condition of each stack exterior, each fuel burning device and each process unit and shall be focused on identifying any holes, leaks, deposits, deficiencies, or deterioration of equipment and stacks.	Annually	Env-A 806 & 40 CFR 70.6 (a)(3)(i)(B)

2. Sampling Procedures – The Permittee shall determine the NMOC concentration using the following sampling procedures [40 CFR 60.754(a)(3)]:
- A) The Permittee shall install at least two sample probes per hectare of landfill surface that has retained waste for at least 2 years. If the landfill is larger than 25 hectares in area, only 50 samples are required. The sample probes should be located to avoid known areas of nondegradable solid waste.
  - B) The EPA Methods listed above in Table 6 shall be used.
  - C) Taking composite samples from different probes into a single cylinder is allowed; however, equal sample volumes must be taken from each probe. For each composite, the sampling rate, collection times, beginning and ending cylinder vacuums, or alternative volume measurements must be recorded to verify that composite volumes are equal. Composite sample volumes should not be less than one liter unless evidence can be provided to substantiate the accuracy of smaller volumes. The Permittee shall terminate compositing before the cylinder approaches ambient pressure where measurement accuracy diminishes.
  - D) If using Method 18, the Permittee must identify all compounds in the sample and at a minimum, test for those compounds published in the most recent *Compilation of Air Pollutant Emission Factors (AP-42)*, minus carbon monoxide, hydrogen sulfide, and mercury. At a minimum, the instrument must be calibrated for each of the compounds on the list. Convert the concentration of each Method 18 compound to NMOC concentration as hexane at 3% oxygen by multiplying by the ratio of its carbon atoms divided by six. If more than the required number of samples is taken, all samples must be used in the analysis.
  - E) The Permittee must divide the NMOC concentration from Method 25 or 25C by six to convert from NMOC concentration as carbon, to NMOC concentration as hexane at 3% oxygen.
  - F) If the landfill has an active or passive gas removal system in place, Method 25 or 25C samples may be collected from these systems instead of surface probes provided the removal system can be shown to provide sampling as representative as the two sampling probe per hectare requirement. For active collection systems, samples may be collected from the common header pipe before the gas moving or condensate removal equipment, and a minimum of three samples must be collected from the header pipe.

### E. Recordkeeping Requirements

The Permittee is subject to the Recordkeeping requirements as contained in Table 7 below:

Table 7—Applicable Recordkeeping Requirements				
Item #	Recordkeeping Requirement	Frequency of Recordkeeping	Applicable Emission Unit	Regulatory Cite
1.	<u>NSPS Recordkeeping Requirements</u> – The Permittee shall keep for at least 5 years up-to-date, readily accessible, on-site records of the design capacity report, the current amount of solid waste in-place, and the year-by year waste acceptance rate. Records may be maintained off-site if they are retrievable within 4 hours. Either paper copy or electronic formats are acceptable.	Continuously	EU04, EU05	40 CFR 60.758 (a)
2.	<u>General NOx Recordkeeping Requirements:</u> The Permittee shall record and maintain the following information for fuel burning devices: A) Facility information, including the following: 1) Source name; 2) Source identification; 3) Physical address; and 4) Mailing address. B) Identification of fuel burning devices; C) Operating schedule for each fuel burning device identified in Condition B) above: 1) Days per calendar week during the normal operating schedule; 2) Hours per day during the normal operating schedule and for a typical ozone season day; and 3) Hours per year during the normal operating schedule. D) Type and amount of fuel burned for each fuel-burning device during normal operating conditions and for a typical ozone season day, if different from normal operating conditions, on an hourly basis in mmBtu/hr. E) Theoretical potential NOx emissions for the calculation year for each fuel burning device: 1) Annual emissions, in tons per year; and 2) Typical ozone season day emissions, in pounds per day. F) Actual NOx emissions for each fuel burning	Annually and as applicable	EU01, EU02, EU03	Env-A 901.08 (c) (1)–(5) (old) and Env-A 905.02 (new)

<sup>1</sup> On April 23, 1999 DES promulgated new Env-A 900 regulations in an attempt to streamline the recordkeeping and reporting requirement sections of the New Hampshire Code of Administrative Rules. Until such time that the new Env-A 900 regulations are approved and adopted into the State Implementation Plan (SIP) by EPA, all Title V permits will be incorporating the old Env-A 900 regulations (which became effective on November 11, 1992), unless the new Env-A 900 regulations are more stringent. The recordkeeping and reporting requirements contained in this permit are those requirements, which the facility shall be required to comply with. These recordkeeping and reporting requirements shall fall under the Permit Shield provisions as contained in Section XIII of this permit.

Table 7 - Applicable Recordkeeping Requirements				
#	Recordkeeping Requirement	Frequency of Recordkeeping	Applicable Emission Unit	Regulatory Cite
	device: 1) Annual emissions, in tons per year; and 2) Typical ozone season day emissions, in pounds per day. G) Emission factors and the origin of the emission factors used to calculate the NOx emissions.			
3.	<u>Fuel Utilization Recordkeeping Requirements for Combustion Devices Burning Municipal Solid Waste Landfill Gas:</u> The Permittee shall maintain monthly records (unless an alternative schedule has been approved by DES according to Env-A 912) of the following fuel characteristics and utilization: A) Consumption; B) Sulfur content as percent sulfur by weight of fuel or in grains per 100 cubic feet of fuel; C) BTU content per cubic foot of fuel; and D) Operating hours of each device so that the distribution of fuel among each combustion device can be estimated.	Monthly or Alternative Schedule Approved by DES	EU01, EU02, EU03	Env-A 903.03 (a) (5) and (b) (new) State Enforceable Only
	<u>Record Retention:</u> The Permittee shall retain the records required by this permit on file for a minimum of 5 years.	Retain for a minimum of 5 years	EU01, EU02, EU03, EU04, EU05, and Facility wide	Env-A 902.01 (a) (new) and 40 CFR 70.6 (a)(3)(ii)(B)
5.	<u>Regulated Toxic Air Pollutant Records:</u> The Permittee shall maintain records in accordance with the applicable method used to demonstrate compliance pursuant to Env-A 1406.	Maintain at facility at all times	EU01, EU02, EU03, EU04, EU05, and Facility wide	Env-A 902.01 (c) (new) State Enforceable Only
6.	<u>Monitoring Records:</u> The Permittee shall maintain records of monitoring results as specified in Table 6 of this Permit including the following: A) Preventive maintenance and visual inspection records; B) Visible emission/opacity test results; C) NMOC concentration; D) Monthly and 12-month rolling average electrical generation for EU01 and EU02; E) Total monthly landfill gas flow and 12-month rolling average of total landfill gas flow; F) Monthly and 12-month rolling average landfill gas flow for EU01, EU02, and EU03; and G) Actual NOx, SO <sub>2</sub> , CO, PM, and NMOC emissions in tons per month and tons per rolling 12-month period.	Maintain on a continuous basis	EU01, EU02, EU03, EU04, EU05, and Facility wide	40 CFR 70.6(a)(3)(ii)
7.	<u>Asbestos-containing waste shipment records:</u> For all asbestos-containing waste material received at the active waste disposal site, the Permittee shall conduct the following: A) Maintain waste shipment records, using a	Whenever asbestos containing wastes are delivered	EU04, EU05	40 CFR 61.154 (e) Waste Shipment Records

Table 7 - Applicable Recordkeeping Requirements				
Item #	Recordkeeping Requirement	Frequency of Recordkeeping	Applicable Emission Unit	Regulatory Citation
	<p>form similar to that specified in 40 CFR 61 Subpart M, and include the following information:</p> <ol style="list-style-type: none"> <li>1) The name, address, and telephone number of the waste generator.</li> <li>2) The name, address, and telephone number of the transporter(s).</li> <li>3) The quantity of the asbestos-containing waste material in cubic meters (cubic yards).</li> <li>4) The presence of improperly enclosed or uncovered waste, or any asbestos-containing waste material not sealed in leak-tight containers. Report in writing to the local, State, or EPA Regional office responsible for administering the asbestos NESHAP program for the waste generator and if different, for the disposal site, by the following working day, the presences of a significant amount of improperly enclosed or uncovered waste. Submit a copy of the waste shipment record, too.</li> <li>5) The date of the receipt.</li> </ol> <p>B) As soon as possible and no longer than 30 days after receipt of the waste, send a copy of the signed waste shipment record to the waste generator.</p> <p>C) Upon discovering a discrepancy between the quantity of waste designated on the waste shipment records and the quantity actually received, attempt to reconcile the discrepancy with the waste generator. If the discrepancy is not resolved within 15 days after receiving the waste, immediately report it in writing to the local, State or EPA Regional office responsible for administering the asbestos NESHAP program for the waste generator and if different, for the disposal site. Describe the discrepancy and attempts to reconcile it, and submit the report along with the waste shipment record.</p> <p>D) Retain a copy of all records and reports for at least 2 years.</p>			
8.	<p><u>Records of asbestos-containing material locations:</u> The Permittee shall conduct the following:</p> <p>A) Maintain, until closure, records of the location, depth and area, and quantity in cubic meters (cubic yards) of asbestos-containing waste material within the disposal site on a map or diagram of the disposal area.</p>	Until closure of disposal site	EU04, EU05	40 CFR 61.154 (f) - (j)

Item #	Recordkeeping Requirement	Frequency of Recordkeeping	Applicable Emission Unit	Regulatory Cite
	<p>B) Upon closure, comply with all the provisions applicable to inactive waste sites (40 CFR 60.151).</p> <p>C) Submit to the Administrator, upon closure of the facility, a copy of records of asbestos waste disposal locations and quantities.</p> <p>D) Furnish upon request and make available during normal business hours, all records required under 40 CFR 61.154</p> <p>E) Notify the Administrator in writing at least 45 days prior to excavating or otherwise disturbing any asbestos-containing waste material that has been deposited at a waste disposal site and is covered. The notice shall include the following:</p> <ol style="list-style-type: none"> <li>1) Scheduled starting and completion dates.</li> <li>2) The reason for disturbing the wastes.</li> <li>3) Procedures to be used to control emissions during the excavation, storage, transport, and ultimate disposal of the excavated asbestos-containing waste material, and</li> <li>4) Location of any temporary storage site and the final disposal site.</li> </ol>			
9.	<u>Other Compliance Demonstration Records:</u> The Permittee shall maintain additional records, as necessary, for the purpose of demonstrating compliance with all state and federal statutes, rules, regulations, and permits.	As necessary to demonstrate compliance	EU01, EU02, EU03, EU04, EU05, and Facility wide	Env-A 906 (new)

### F. Reporting Requirements

The Permittee is subject to the federally enforceable reporting requirements identified in Table 8 below:

Item #	Reporting Requirement	Frequency of Reporting	Applicable Emission Unit	Regulatory Cite
1.	<u>NMOC Emission Rate Report</u> - The Permittee shall submit an NMOC emission rate report to the US EPA and DES annually, unless the estimated NMOC emission rate is less than 50 megagrams per year in each of the next 5 consecutive years, then the Permittee may elect to submit an estimate of the NMOC emission rate for the next 5-year period in lieu of the annual report. This estimate shall include the current amount of solid waste-in-place and the estimated waste acceptance rate for each year of the 5 years for which an NMOC emission rate is estimated. All data and	Annually or Every 5 Years	EU04, EU05	40 CFR 60.757 (b) and 40 CFR 60.752 (b)

Table 8 - Applicable Reporting Requirements				
Item	Reporting Requirement	Frequency of Reporting	Applicable Emission Unit	Regulatory Cite
	calculations upon which this estimate is based shall be provided to the US EPA and DES. If the actual waste acceptance rate exceeds the estimated waste acceptance rate in any year reported in the 5-year estimate, a revised 5-year estimate shall be submitted to the US EPA and DES. The revised estimate shall cover the 5-year period beginning with the year in which the actual acceptance rate exceeded the estimated waste acceptance rate. The NMOC emission rate report shall include all the data, calculations, sample reports and measurements used to estimate the annual or 5-year emissions.			
2.	<u>Landfill Closure Report</u> - The Permittee shall submit a closure report to the US EPA and DES within 30 days of waste acceptance cessation.	Within 30 days of waste acceptance cessation	EU04, EU05	40 CFR 60.757 (d)
3.	<u>NOx Reporting Requirements</u> : The Permittee shall submit reports of the NOx records kept pursuant to the Section VIII E Table 7.	Annually (no later than April 15 <sup>th</sup> of the following year)	EU01, EU02, EU03	Env-A 901.09 (old) and Env-A 909.03 (new)
4.	<u>Additional Reporting Requirements</u> : The Permittee shall submit additional reports, as necessary, for the purposes of demonstrating compliance with all state and federal statutes, rules, regulations, and permits.	As necessary	EU01, EU02, EU03, EU04, EU05 and Facility wide	Env-A 910 (new)
5.	<u>Regulated Toxic Air Pollutant Reports</u> : The Permittee shall report actual emissions speciated by individual regulated toxic air pollutants, including a breakdown of VOC emission compounds.	Annually (no later than April 15 <sup>th</sup> of the following year)	EU01, EU02, EU03, EU04, EU05 and Facility wide	Env-A 907.01 (new) State Enforceable Only
6.	<u>Semi-Annual Permit Deviation/Monitoring Reports</u> : The Permittee shall submit a permit deviation/monitoring report of the data specified in Table 6 of this Permit every 6 months. All required reports must be certified by a responsible official consistent with 40 CFR 70.5(d). The report shall contain a summary of the following information: A) Preventive maintenance and visual inspection records; B) Visible emission/opacity test results; C) NMOC concentration; D) Monthly and 12-month rolling average electrical generation for EU01 and EU02; E) Total monthly landfill gas flow and 12-month rolling average of total landfill gas flow; F) Monthly and 12-month rolling average landfill gas flow for EU01, EU02, and EU03; G) Actual NOx, SO <sub>2</sub> , CO, PM, and NMOC emissions in tons per month and tons per rolling 12-month period; and	Semiannually (by July 31 <sup>st</sup> and January 31 <sup>st</sup> of each calendar year)	EU01, EU02, EU03, EU04, EU05 and Facility wide	40 CFR 70.6(a)(3)(iii)(A)

Table 8 - Applicable Reporting Requirements				
Item #	Reporting Requirement	Frequency of Reporting	Applicable Emission Unit	Regulatory Cite
	H) All instances of deviations from Permit requirements.			
7.	<p><u>Initial Reporting:</u> The Permittee shall provide the following information within 90 days of the effective date of the National Emission Standard for Asbestos or within 30 days after a change to this information:</p> <p>A) A brief description of the site;</p> <p>B) The method or methods used to comply with the standard, or alternative procedures to be used;</p> <p>C) Name and address of the owner or operator;</p> <p>D) Location of the source;</p> <p>E) Type of hazardous pollutants emitted and identification of each hazardous air pollutant emission point;</p> <p>F) A brief description of the nature, size, design, and method of operation of the stationary source, including the operating design capacity of the source;</p> <p>G) Average weight per month of the hazardous materials being processed over the 12 months preceding the report;</p> <p>H) Description of the existing control equipment for each emission point, including the following:</p> <p>1) Each control device for each hazardous pollutant; and</p> <p>2) Estimated control efficiency (in percent) for each control device; and</p> <p>I) A statement as to whether the source can comply within 90 days of the effective date.</p>	90 days after the effective date of National Emission Standard for Asbestos or after a change to the requisite information	EU04, EU05	40 CFR 61.153(a)(5), (b), and 61.10
8.	<u>Prompt Reporting of Permit Deviations:</u> The Permittee shall promptly report deviations from permit requirements within 24 hours of discovery of such an occurrence by phone, fax or e-mail in accordance with Section XXVIII of this permit and Env-A 911 (new).	Within 24 hours of discovery of occurrence	EU01, EU02, EU03, EU04, EU05 and Facility wide	Env-A 911 (new) and 40 CFR 70.6 (a)(3)(iii)(B)
9.	<u>Certification by a Responsible Official:</u> Any report or compliance certification submitted to the DES and/or EPA shall contain certification by a responsible official of truth, accuracy, and completeness as outlined in Section XXI.B of this permit.	As specified	EU01, EU02, EU03, EU04, EU05 and Facility wide	40 CFR 70.5 (d)
	<u>Annual Reporting and Emissions Fees:</u> The Permittee shall submit annual reports of actual emissions of all significant and insignificant activities and payment of emission-based fees in accordance with Section XXIII of this permit.	Annually (Reporting by April 15 <sup>th</sup> and payment by October 15 <sup>th</sup> )	EU01, EU02, EU03, EU04, EU05 and Insignificant Activities	Env-907.01 (new) and Env-A 704.03 and 704.04

Item #	Reporting Requirement	Frequency of Reporting	Applicable Emission Unit	Regulatory Cite
11.	<u>Annual Compliance Certification</u> : The Permittee shall submit an annual compliance certification in accordance with Section XXI of this permit.	Annually (no later than April 15 <sup>th</sup> of the following year)	EU01, EU02, EU03, EU04, EU05 and Facility wide	40 CFR 70.6(c)(1)

**IX. Requirements Currently Not Applicable**

The Permittee did not identify any requirements that are not applicable to the facility.

## **General Title V Operating Permit Conditions**

### **X. Issuance of a Title V Operating Permit**

- A. This Permit is issued in accordance with the provisions of Part Env-A 609. In accordance with 40 CFR 70.6(a)(2), this Permit shall expire on the date specified on the cover page of this Permit, which shall not be later than the date five (5) years after issuance of this Permit.

Permit expiration terminates the Permittee's right to operate the Permittee's emission units, control equipment or associated equipment covered by this permit, unless a timely and complete renewal application is submitted at least 6 months before the expiration date.

- B. Pursuant to Env-A 609.02(b), this Permit shall be a state permit to operate as defined in RSA 125-C:11, III.

### **XI. Title V Operating Permit Renewal Procedures**

Pursuant to Env-A 609.06(b), an application for renewal of this Permit shall be considered timely if it is submitted to the Director at least six months prior to the designated expiration date of this Permit.

#### **Application Shield**

Pursuant to Env-A 609.07, if an applicant submits a timely and complete application for the issuance or renewal of a Permit, the failure to have a Permit shall not be considered a violation of this part until the Director takes final action on the application.

### **XIII. Permit Shield**

- A. Pursuant to Env-A 609.08(a), a permit shield shall provide that:

1. For any applicable requirement or any state requirement found in the New Hampshire Rules Governing the Control of Air Pollution specifically included in this Permit, compliance with the conditions of this Permit shall be deemed compliance with said applicable requirement or said state requirement as of the date of permit issuance; and
2. For any potential applicable requirement or any potential state requirement found in the New Hampshire Rules Governing the Control of Air Pollution specifically identified in this Title V Operating Permit Section IX as not applicable to the stationary source or area source, the Permittee need not comply with the specifically identified federal or state requirements.

- B. The permit shield identified in Section XIII.A. of this Permit shall apply only to those conditions incorporated into this Permit in accordance with the provisions of Env-A 609.08(b). It shall not apply to certain conditions as specified in Env-A 609.08(c) that may be incorporated into this Permit following permit issuance by DES.

- C. If a Title V Operating Permit and amendments thereto issued by the DES does not expressly include or exclude an applicable requirement or a state requirement found in the NH Rules

Governing the Control of Air Pollution, that applicable requirement or state requirement shall not be covered by the permit shield and the Permittee shall comply with the provisions of said requirement to the extent that it applies to the Permittee.

- D. If the DES determines that this Title V Operating Permit was issued based upon inaccurate or incomplete information provided by the applicant or Permittee, any permit shield provisions in said Title V Operating Permit shall be void as to the portions of said Title V Operating Permit which are affected, directly or indirectly, by the inaccurate or incomplete information.
- E. Pursuant to Env-A 609.08(f), nothing contained in Section XIII of this Permit shall alter or affect the ability of the DES to reopen this Permit for cause in accordance with Env-A 609.18 or to exercise its summary abatement authority.
- F. Pursuant to Env-A 609.08(g), nothing contained in this section or in any title V operating permit issued by the DES shall alter or affect the following:
1. The ability of the DES to order abatement requiring immediate compliance with applicable requirements upon finding that there is an imminent and substantial endangerment to public health, welfare, or the environment;
  2. The state of New Hampshire's ability to bring an enforcement action pursuant to RSA 125-C:15,II;
  3. The provisions of section 303 of the CAA regarding emergency orders including the authority of the EPA Administrator under that section;
  4. The liability of an owner or operator of a source for any violation of applicable requirements prior to or at the time of permit issuance;
  5. The applicable requirements of the acid rain program, consistent with section 408(a) of the CAA;
  6. The ability of the DES or the EPA Administrator to obtain information about a stationary source, area source, or device from the owner or operator pursuant to section 114 of the CAA; or
  7. The ability of the DES or the EPA Administrator to enter, inspect, and/or monitor a stationary source, area source, or device.

#### **XIV. Reopening for Cause**

The Director shall reopen and revise a Title V Operating Permit for cause if any of the circumstances contained in Env-A 609.18(a) exist. In all proceedings to reopen and reissue a Title V Operating Permit, the Director shall follow the provisions specified in Env-A 609.18(b) through (g).

#### **XV. Administrative Permit Amendments**

- A. Pursuant to Env-A 612.01, the Permittee may implement the changes addressed in the request for an administrative permit amendment as defined in Part Env-A 100 immediately upon submittal of the request.
- B. Pursuant to Env-A 612.01, the Director shall take final action on a request for an administrative permit amendment in accordance with the provisions of Env-A 612.01(b) and (c).

**Operational Flexibility**

- A. Pursuant to Env-A 612.02, the Permittee subject to and operating under this Title V Operating Permit may make changes involving trading of emissions, off-permit changes, and section 502(b)(10) changes at the permitted stationary source or area source without filing a Title V Operating Permit application for and obtaining an amended Title V Operating Permit, provided that all of the following conditions are met, as well as conditions specified in Section XVI. B through E of this permit, as applicable. DES has included permit terms authorizing the generation of DERs.
1. The change is not a modification under any provision of Title I of the CAA;
  2. The change does not cause emissions to exceed the emissions allowable under the Title V operating permit, whether expressed therein as a rate of emissions or in terms of total emissions;
  3. The owner or operator has obtained any temporary permit required by Env-A 600;
  4. The owner or operator has provided written notification to the director and administrator of the proposed change and such written notification includes:
    - a) The date on which each proposed change will occur or has occurred;
    - b) A description of each such change;
    - c) Any change in emissions that will result;
    - d) A request that the operational flexibility procedures be used; and
    - e) The signature of the responsible official, consistent with Env-A 605.04(b);
  5. The change does not exceed any emissions limitations established under any of the following:
    - a) The New Hampshire Code of Administrative Rules, Env-A 100-3800;
    - b) The CAA; or
    - c) This Title V Operating Permit; and
  6. The Permittee, DES, and EPA have attached each written notice required above to their copy of this Title V Operating Permit.
- B. For changes involving the trading of emissions, the Permittee must also meet the following conditions:
1. The Title V Operating Permit issued to the stationary source or area source already contains terms and conditions including all terms and conditions which determine compliance required under 40 CFR 70.6(a) and (c) and which allow for the trading of emissions increases and decreases at the permitted stationary source or area source solely for the purpose of complying with a federally-enforceable emissions cap that is established in the permit

independent of otherwise applicable requirements;

2. The owner or operator has included in the application for the Title V Operating Permit proposed replicable procedures and proposed permit terms which ensure that the emissions trades are quantifiable and federally enforceable for changes to the Title V Operating Permit which qualify under a federally- enforceable emissions cap that is established in the Title V Operating Permit independent of the otherwise applicable requirements;
3. The Director has not included in the emissions trading provision any devices for which emissions are not quantifiable or for which there are no replicable procedures to enforce emissions trades; and
4. The written notification required above is made at least 7 days prior to the proposed change and includes a statement as to how any change in emissions will comply with the terms and conditions of the Title V Operating Permit.

C. For off-permit changes, the Permittee must also meet the following conditions:

1. Each off-permit change meets all applicable requirements and does not violate any existing permit term or condition;
2. The written notification required above is made contemporaneously with each off-permit change, except for changes that qualify as insignificant under the provisions of Env-A 609.03;
3. The change is not subject to any requirements under Title IV of the CAA and the change is not a Title I modification;
4. The Permittee keeps a record describing the changes made at the source which result in emissions of a regulated air pollutant subject to an applicable requirement, but not otherwise regulated under this Permit, and the emissions resulting from those changes; and
5. The written notification required above includes a list of the pollutants emitted and any applicable requirement that would apply as a result of the change.

D. For section 502(b)(10) changes, the Permittee must also meet the following conditions:

1. The written notification required above is made at least 7 days prior to the proposed change; and
2. The written notification required above includes any permit term or condition that is no longer applicable as a result of the change.

E. Pursuant to Env-A 612.02(f), the off-permit change and section 502(b)(10) change shall not qualify for the permit shield under Env-A 609.08.

**XVII. Minor Permit Amendments**

- A. Pursuant to Env-A 612.04 prior to implementing a minor permit modification, the Permittee shall submit a written request to the Director in accordance with the requirements of Env-A 612.04(b).
- B. The Director shall take final action on the minor permit amendment request in accordance with the provisions of Env-A 612.04(c) through (g).
- C. Pursuant to Env-A 612.04(g), the permit shield specified in Env-A 609.08 shall not apply to minor permit amendments under Section XVII. of this Permit.
- D. Pursuant to Env-A 612.04(I), the Permittee shall be subject to the provisions of Part Env-A 614 and Part Env-A 615 if the change is made prior to the filing with the Director a request for a minor permit amendment.

**XVIII. Significant Permit Amendments**

- A. Pursuant to Env-A 612.05, a change at the facility shall qualify as a significant permit amendment if it meets the criteria specified in Env-A 612.05(a)(1) through (7).
- B. Prior to implementing the significant permit amendment, the Permittee shall submit a written request to the Director which includes all the information as referenced in Env-A 612.05(b) and (c) and shall be issued an amended Title V Operating Permit from the DES. The Permittee shall be subject to the provisions of Env-A 614 and Env-A 615 if a request for a significant permit amendment is not filed with the Director and/or the change is made prior to the issuance of an amended Title V Operating Permit.
- C. The Director shall take final action on the significant permit amendment in accordance with the Procedures specified in Env-A 612.05(d), (e) and (f).

**XIX. Title V Operating Permit Suspension, Revocation or Nullification**

- A. Pursuant to RSA 125-C:13, the Director may suspend or revoke any final permit issued hereunder if, following a hearing, the Director determines that:
  - 1. The Permittee has committed a violation of any applicable statute or state requirement found in the New Hampshire Rules Governing the Control of Air Pollution, order or permit condition in force and applicable to it; or
  - 2. The emissions from any device to which this Permit applies, alone or in conjunction with other sources of the same pollutants, presents an immediate danger to the public health.
- B. The Director shall nullify any Permit, if following a hearing in accordance with RSA 541-A:30, II, a finding is made that the Permit was issued in whole or in part based upon any information proven to be intentionally false or misleading.

**XX. Inspection and Entry**

Pursuant to Env-A 614.01, EPA and DES personnel shall be granted access to the facility covered by this Permit, in accordance with RSA 125-C:6, VII for the purposes of: inspecting the proposed or permitted site; investigating a complaint; and assuring compliance with any applicable requirement or state requirement found in the NH Rules Governing the Control of Air Pollution and/or conditions of any Permit issued pursuant to Chapter Env-A 600.

**XXI. Certifications****A. Compliance Certification Report**

In accordance with 40 CFR 70.6(c) the Responsible Official shall certify, for the previous calendar year, that the facility is in compliance with the requirements of this permit. The report shall be submitted annually, no later than April 15th of the following year. The report shall be submitted to the DES and to the U.S. Environmental Protection Agency - New England Region. The report shall be submitted in compliance with the submission requirements below.

In accordance with 40 CFR 70.6(c)(5), the report shall describe:

1. The terms and conditions of the Permit that are the basis of the certification;
2. The current compliance status of the source with respect to the terms and conditions of the Permit, and whether compliance was continuous or intermittent during the reporting period;
3. The methods used for determining compliance, including a description of the monitoring, record keeping, and reporting requirements and test methods; and
4. Any additional information required by the DES to determine the compliance status of the source.

**B. Certification of Accuracy Statement**

All documents submitted to the DES shall contain a certification of accuracy statement by the responsible official of truth, accuracy, and completeness. Such certification shall be in accordance with the requirements of 40 CFR 70.5(d) and contain the following language:

"I am authorized to make this submission on behalf of the facility for which the submission is made. Based on information and belief formed after reasonable inquiry, I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that there are significant penalties for submitting false statements and information or omitting required statements and information, including the possibility of fine or imprisonment."

All reports submitted to DES (except those submitted as emission based fees as outlined in Section XXIII of this Permit) shall be submitted to the following address:

New Hampshire Department of Environmental Services  
Air Resources Division  
6 Hazen Drive  
P.O. Box 95  
Concord, NH 03302-0095  
ATTN: Section Supervisor, Compliance Bureau

All reports submitted to EPA shall be submitted to the following address:

Office of Environmental Stewardship  
Director Air Compliance Program  
United States Environmental Protection Agency  
1 Congress Street  
Suite 1100 (SEA)  
Boston, MA 02114-2023  
ATTN: Air Compliance Clerk

**XXII. Enforcement**

Any noncompliance with a permit condition constitutes a violation of RSA 125-C:15, and, as to the conditions in this permit which are federally enforceable, a violation of the Clean Air Act, 42 U.S.C. Section 7401 et seq., and is grounds for enforcement action, for permit termination or revocation, or for denial of an operating permit renewal application by the DES and/or EPA. Noncompliance may also be grounds for assessment of administrative, civil or criminal penalties in accordance with RSA 125-C:15 and/or the Clean Air Act. This Permit does not relieve the Permittee from the obligation to comply with any other provisions of RSA 125-C, the New Hampshire Rules Governing the Control of Air Pollution, or the Clean Air Act, or to obtain any other necessary authorizations from other governmental agencies, or to comply with all other applicable Federal, State, or Local rules and regulations, not addressed in this Permit.

In accordance with 40 CFR 70.6 (a)(6)(ii) a Permittee shall not claim as a defense in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this Permit.

**XXIII. Emission-Based Fee Requirements**

- A. The Permittee shall pay an emission-based fee annually for this facility as calculated each calendar year pursuant to Env-A 704.03.
- B. The Permittee shall determine the total actual annual emissions from the facility to be included in the emission-based multiplier specified in Env-A 704.03(a) for each calendar year in accordance with the methods specified in Env-A 620.
- C. The Permittee shall calculate the annual emission-based fee for each calendar year in accordance with the procedures specified in Env-A 704.03 and the following equation:

$$FEE = E * DPT * CPI_m * ISF$$

Where:

FEE = The annual emission-based fee for each calendar year as specified in Env-A 704.  
 E = The emission-based multiplier is based on the calculation of total annual emissions as specified in Env-A 704.02 and the provisions specified in Env-A 704.03(a).  
 DPT = The dollar per ton fee the DES has specified in Env-A 704.03(b).  
 CPI<sub>m</sub> = The Consumer Price Index Multiplier as calculated in Env-A 704.03(c).  
 ISF = The Inventory Stabilization Factor as specified in Env-A 704.03(d).

- D. The Permittee shall contact the DES each calendar year for the value of the Inventory Stabilization Factor.
- E. The Permittee shall contact the DES each calendar year for the value of the Consumer Price Index Multiplier.
- F. The Permittee shall submit, to the DES, payment of the emission-based fee and a summary of the calculations referenced in Sections XXIII.B. and C of this Permit for each calendar year by October 15<sup>th</sup> of the following calendar year in accordance with Env-A 704.04. The emission-based fee and summary of the calculations shall be submitted to the following address:

New Hampshire Department of Environmental Services  
 Air Resources Division  
 6 Hazen Drive  
 P.O. Box 95  
 Concord, NH 03302-0095  
 ATTN.: Emissions Inventory

- G. The DES shall notify the Permittee of any under payments or over payments of the annual emission-based fee in accordance with Env-A 704.05.

#### XXIV. Duty To Provide Information

In accordance with 40 CFR 70.6 (a)(6)(v), upon the DES's written request, the Permittee shall furnish, within a reasonable time, any information necessary for determining whether cause exists for modifying, revoking and reissuing, or terminating the Permit, or to determine compliance with the Permit. Upon request, the Permittee shall furnish to the DES copies of records that the Permittee is required to retain by this Permit. The Permittee may make a claim of confidentiality as to any information submitted pursuant to this condition in accordance with Part Env-A 103 at the time such information is submitted to DES. DES shall evaluate such requests in accordance with the provisions of Part Env-A 103.

**XXV. Property Rights**

Pursuant to 40 CFR 70.6 (a)(6)(iv), this Permit does not convey any property rights of any sort, or any exclusive privilege.

**XXVI. Severability Clause**

Pursuant to 40 CFR 70.6 (a)(5), the provisions of this Permit are severable, and if any provision of this Permit, or the application of any provision of this Permit to any circumstances is held invalid, the application of such provision to other circumstances, and the remainder of this Permit, shall not be affected thereby.

**XXVII. Emergency Conditions**

Pursuant to 40 CFR 70.6 (g), the Permittee shall be shielded from enforcement action brought for noncompliance with technology based<sup>2</sup> emission limitations specified in this Permit as a result of an emergency<sup>3</sup>. In order to use emergency as an affirmative defense to an action brought for noncompliance, the Permittee shall demonstrate the affirmative defense through properly signed, contemporaneous operating logs, or other relevant evidence that:

- A. An emergency occurred and that the Permittee can identify the cause(s) of the emergency;
- B. The permitted facility was at the time being properly operated;
- C. During the period of the emergency, the Permittee took all reasonable steps as expeditiously as possible, to minimize levels of emissions that exceeded the emissions standards, or other requirements in this Permit; and
- D. The Permittee submitted notice of the emergency to the DES within two (2) business days of the time when emission limitations were exceeded due to the emergency. This notice must contain a description of the emergency, any steps taken to mitigate emission, and corrective actions taken.

**XXVIII. Permit Deviation**

In accordance with 40 CFR 70.6(a)(3)(iii)(B), the Permittee shall report to the DES all instances of deviations from Permit requirements, by telephone, fax, or e-mail (pdeviations@des.state.nh.us) within 24 hours of discovery of such deviation. This report shall include the deviation itself,

---

<sup>2</sup> Technology based emission limits are those established on the basis of emission reductions achievable with various control measures or process changes (e.g., a new source performance standard) rather than those established to attain health based air quality standards.

<sup>3</sup> An "emergency" means any situation arising from sudden and reasonably unforeseeable events beyond the control of the source, including acts of God, which situation would require immediate corrective action to restore normal operation, and that causes the source to exceed a technology based limitation under the permit, due to unavoidable increases in emissions attributable to the emergency. An emergency shall not include noncompliance to the extent caused by improperly designed equipment, lack of preventative maintenance, careless or improper operations, operator error or decision to keep operating despite knowledge of any of these things.

including those attributable to upset conditions as defined in this Permit, the probable cause of such deviations, and any corrective actions or preventative measures taken.

Within 15 days of discovery of the permit deviation, the Permittee shall submit a written report including the above information as well as the following: preventive measures taken to prevent future occurrences; date and time the permitted device returned to normal operation; specific device, process or air pollution control equipment that contributed to the permit deviation; type and quantity of excess emissions emitted to the atmosphere due to permit deviation; and an explanation of the calculation or estimation used to quantify excess emissions.

Said Permit deviation shall also be submitted in writing to the DES in the semi-annual summary report of monitoring and testing requirements due July 31st and January 31st of each calendar year. Deviations are instances where any Permit condition is violated and has not already been reported as an emergency pursuant to Section XXVII of this Permit.

Reporting a Permit deviation is not an affirmative defense for action brought for noncompliance.

SUNCOOK ENERGY  
WHEELING AGREEMENT WITH PSNH

AT

FOUR HILLS LANDFILL  
NASHUA NEW HAMPSHIRE

February 9, 1996

## CONTENTS

1. Service Agreement
2. Attachment 1-"PSNH Interconnection Report"
3. Attachment 2-"Coordination Agreement"
4. Attachment 3-Operating Agreement for Purposes of Wheeling"

SERVICE AGREEMENT

### SERVICE AGREEMENT

This Service Agreement, dated as of February 20, 1996 is entered into by and between the Northeast Utilities Service Company ("NUSCO" or "Company" or "NU"), acting as agent for The Connecticut Light and Power Company, Western Massachusetts Electric Company, Holyoke Water Power Company, Holyoke Power and Electric Company, and Public Service Company of New Hampshire, and Suncook Energy Corporation ("Wheeling Customer").

The Wheeling Customer is a private corporation owning a qualifying facility fired by landfill gas and has been determined by NUSCO to have a Valid Request for Long-Term Firm Transmission Service under the NU System Companies' Transmission Service Tariff No. 1 ("Tariff") on file with, and as may be revised from time to time in accordance with the rules of the Federal Energy Regulatory Commission.

The Wheeling Customer has provided to NUSCO an Application deposit in the amount of \$4,400, which will be applied in accordance with the provisions of Schedule I of the Tariff.

Service under this agreement shall commence on the later of: (1) 0001 hours on February 19, 1996, or (2) the date on which construction of Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on 2359 hours on February 19, 2021.

The NU System Companies agree to provide and the Wheeling Customer agrees to take and pay for Long-Term Firm Transmission Service in accordance with the provisions of the Tariff and this Service Agreement.

Any notice or request made to or by any Party regarding this Service Agreement shall be made in writing and shall be telecommunicated or delivered either in person, or by prepaid mail (return receipt requested) to the representative of the other Party as indicated below. Such representative and address for notices or requests may be changed from time to time by notice by one party to the other.

NUSCO:

Vice President - Wholesale Marketing  
Northeast Utilities Service Company  
107 Selden Street  
Berlin, CT 06037

with a copy to:

Manager - Supplemental Energy Sources  
Public Service Company of New Hampshire  
P. O. Box 330  
Manchester, NH 03105-0330

Wheeling Customer:

Manager - Generation Development  
Suncook Energy Corporation  
c/o NEO Corporation  
1221 Nicollet Mall  
Suite 700  
Minneapolis, MN 55403

Appendix A of this Service Agreement, any Attachments thereto and the Tariff are incorporated herein and made a part hereof. This Service Agreement may be amended, from time to time, as provided in Section 22 of Schedule I of the Tariff.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials as of the date first above written.

NORTHEAST UTILITIES SERVICE COMPANY:

By: \_\_\_\_\_  
Frank P. Sabatino  
Vice President - Wholesale Marketing

Dated: \_\_\_\_\_

WHEELING CUSTOMER:

Suncook Energy Corporation  
c/o NEO Corporation

By: Timothy P. Hummel  
Its: PRESIDENT

Dated: 2/20/96

**SPECIFICATIONS FOR LONG-TERM FIRM TRANSMISSION SERVICE**

1. Entitlement Transaction Contract:  
 Date of Execution: February 20 1996  
 Start Date: 0001 hours on February 19, 1996  
 End Date: 2359 hours on February 19, 2021  
 Parties' Names: Suncook Energy Corporation  
                           c/o NEO Corporation  
 Amount: 2,200 kW
  
2. Description of capacity and/or energy to be transmitted by the NU System Companies across the Bulk Transmission System:  
Up to 2,200 kW of the output from the Suncook Energy Corporation's two unit generating facility. The output designated herein is from generator unit #2.
  
3. Point(s) of Receipt: NU System Companies via the PSNH West Hollis Street tap 34.5 kV 3177x line. Route number 1044, pole number 62-4Y.
  
4. Point(s) of Delivery: New England Power Company ("NEP").
  
5. Maximum amount of Capacity and/or Energy to be Transmitted from the Point of Receipt (Contract Amount): 2,200 kW
  
6. Name(s) of any Intervening Transmission Systems: None
  
7. The Wheeling Customer shall pay to NUSCO for certain of the Opportunity Costs described in Schedule III as follows:  
NUSCO does not anticipate that Opportunity Cost Charges will exceed Embedded Cost Charges for service provided hereunder. Accordingly, NUSCO is not seeking recovery of Opportunity Costs at this time. NUSCO reserves the right to make a Section 205 filing with the FERC to seek recovery of Opportunity Costs in the future.

8. If a System Study has been performed by the NU System Companies and the System Study has identified constraints on the Bulk Transmission System that warrant the imposition of charges for other Opportunity Costs (other than those specifically provided for in Schedule III of this Tariff), the following additional provisions to the Service Agreement shall apply:

None.

9. Opportunity Cost charges applicable to Long-Term Firm Transmission Service provided hereunder will be capped by the costs of those incremental facilities identified in the System Study as necessary to alleviate the constraint(s) that give rise to these charges. The facilities identified as alleviating the constraint(s) that give rise to these charges, the estimated installed cost of such facilities and the formula rate leading to the determination of the annual levelized revenue requirements for such facilities, which will become the basis for the ceiling on these charges, are set forth below.

If, pursuant to Section 7 above, NUSCO makes a Section 205 filing to recover Opportunity Costs, a cap will be established at that time.

10. If a System Study has been performed by the NU System Companies and the System Study has identified the need for Direct Assignment Facilities, the following additional provisions to the Service Agreement shall apply:

See Attachment 1, "PSNH Interconnection Report for Customer Generation - Four Hills Landfill" dated August 28, 1995 (attached and made hereto part of this Service Agreement).

11. If a System Study has been performed by the NU System Companies and the System Study has identified the need for Network Upgrades, the following additional provisions to the Service Agreement shall apply:

The Interconnection Report has not identified the need for Network Upgrades for providing service under this Service Agreement.

12. The time required to complete all Transmission Construction is:

All construction will be completed to provide service under this Service Agreement prior to February 19, 1996.

13. The Wheeling Customer agrees to provide security to the NU System Companies against the risk of non-payment for services rendered hereunder as follows:  
Suncook Energy Corporation elected to provide the NU System Companies a cash deposit, to be held throughout the term of the Service Agreement, as security to meet its responsibilities and obligations under Tariff No. 1.
14. The Wheeling Customer agrees to maintain power factor and reactive power supply as follows:  
Suncook Energy Corporation owns a two unit landfill methane gas powered generating facility interconnected with the electric system of NUSCO which is subject to an Interconnection Agreement dated August 28, 1995. Generator unit #2 must be capable of operating to at least 90.0% lagging power factor on the generator's capability curve. The generator is expected to operate within its entire capability range on the generator's capability curve, both lagging (supplying VAR's) and leading (consuming VAR's), to maintain its scheduled voltage. Generator step-up transformer tap settings must be optimized to allow the maximum possible range of reactive power generation both lagging and leading.
15. The Wheeling Customer shall purchase the following Ancillary Services from the NU System Companies pursuant to the provisions of Schedule VIII of the Tariff:  
To the extent that the Wheeling Customer does not acquire any necessary Ancillary Services through NEPOOL or provide for such services in accordance with Good Utility Practice, the NU System Companies make available for purchase by the Wheeling Customer the Ancillary Services listed in Schedule VIII of the Tariff.
16. Other Special Provisions (if any):  
Due to Suncook Energy Corporation's use of both transmission and distribution facilities in the sale of its power across the PSNH electric system, NUSCO provides the following billing adjustment for Suncook Energy Corporation's use of distribution facilities in its sale to NEP. NUSCO has calculated that the current annual Distribution Facility Charge is \$2.661.  
Attachment 2, "Coordination Arrangements" dated January 11, 1996 (attached and made hereto part of this Service Agreement) details the arrangement for allocating station service loads and NEPOOL metering reporting requirements for Suncook Energy Corporation's sale of power between PSNH and NEP.

Attachment 3, "Operating Agreement For Purposes Of Wheeling" dated February 1996 (attached and make hereto part of this Service Agreement) details the operating requirements for Suncook Energy Corporation's interconnection to the PSNH system.

ATTACHMENT 1

PSNH INTERCONNECTION REPORT

FEB-09-96 FRI 12:17  
SEP-01-1995 11:19

PSNH MARKETING DIV.

603 634 2449 P. 01/14  
# 564



Public Service  
of New Hampshire

1000 Elm Street, Manchester, NH 03101

Public Service Company of New Hampshire  
P.O. Box 330  
Manchester, NH 03105-0330  
(603) 669-4000

*F. E. Eled Comptrol*

The Northeast Utilities System

*2/30*  
*1* COPY TO MIKE HAGER-NE;  
*1/25* TOM MCKENDRICK-N

August 29, 1995

Mr. Allen Jensen  
Neo Corporation  
1221 Nicollet Mall, Suite 700  
Minneapolis, MN 55403-2445

Subject: Four Hills Landfill (SESD #564)  
PSNH Interconnection Report

Post-it <sup>®</sup> Fax Note	7671	Date	9/1/95	# of Pages	1
To	JERRY PETERSON	From	CARL VOGEL		
Co./Dept.		Co.	PSNH		
Phone #		Phone #	603 634 2311		
Fax #	612 887-5822	Fax #	603 634 2449		

Dear Al:

Attached is the report on the Four Hills Landfill interconnection study for your review and comment. If you continue with the project you will need to contact this office to discuss a contract for the purchase of electrical energy from your facility.

If you would like PSNH to provide any of the services offered in the study, please forward a letter of authorization specifying what equipment and services you desire, accompanied by a minimum prepayment of 50% of the estimated cost. No materials can be ordered and no work performed until we are in receipt of your letter of authorization and prepayment.

Please call if you have any questions.

Sincerely,

*Carl Vogel for*  
S. B. Wicker, Jr.  
Manager  
Supplemental Energy Sources

CNV/pjb

cc: P. Kaeding    bcc: G. M. Eaton  
                                 P. A. Magoun  
 Attachment            J. M. Daly  
                                 R. E. Evans  
                                 A. E. Hudson, Jr.  
                                 J. A. S. Breton  
                                 J. M. Coolbroth  
                                 R. M. Heaton  
                                 R. L. Vincent  
                                 G. A. VanWinkle  
                                 SESD File #564

0-6101 1-94

FEB-09-96 FRI 12:17  
~~FEB-01-1996~~ 11:19

PSNH MARKETING DIV.

603 534 2443 P. U3  
P. 02/14

PSNH INTERCONNECTION REPORT FOR  
CUSTOMER GENERATION

FOUR HILLS LANDFILL

FINAL REPORT

SESD SITE NO. 564

P. C. Martin  
August 28, 1995

FEB 09 '96 11:19

PAGE.003

INDEX

- I. INTRODUCTION
- II. DESCRIPTION OF MAJOR COMPONENTS
  - A. DESCRIPTION OF FACILITIES
  - B. ELECTRICAL COMPONENTS
  - C. MECHANICAL COMPONENTS
- III. PSNH REQUIREMENTS - GENERAL
  - A. SAFETY CONSIDERATIONS
  - B. SERVICE QUALITY CONSIDERATIONS
  - C. METERING CONSIDERATIONS
  - D. OTHER CONSIDERATIONS
- IV. PSNH REQUIREMENTS - SPECIFIC
  - A. SYSTEM CONFIGURATION AND PROTECTION
  - B. SYSTEM METERING
  - C. PRIMARY INTERCONNECTION
  - D. TELEMETRY
  - E. SYSTEM OPERATION
- V. PSNH PRICE ESTIMATES
  - A. SYSTEM PROTECTION
  - B. SYSTEM METERING
  - C. PRIMARY INTERCONNECTION
- VI. INTERCONNECTION EQUIPMENT OWNERSHIP, OPERATION, AND MAINTENANCE
  - A. DELIVERY POINT
  - B. DESCRIPTION OF RESPONSIBILITIES
- VII. DRAWINGS
  - A. PARTIAL ONE-LINE DIAGRAM (SK-FCM-564-3)

## I. INTRODUCTION

A study has been performed to determine the impact of this proposed facility on the PSNH system. All technical analysis was based on the equipment listed under Section II, and the facility arrangement illustrated on partial one-line diagram SK-PCM-564-3. Where actual site-specific data was not readily available, estimated or "typical" values were utilized in any required calculations. Any deviation from the listed equipment or the illustrated configuration may have significant safety and/or technical ramifications. Consequently, if changes are anticipated now or in the future, PSNH should be informed immediately so that the requirements and recommendations contained within the report may be revised where necessary. This procedure will ensure that the Developer is informed of PSNH requirements in a timely fashion and should eliminate the delays and expense which could otherwise be experienced by the Developer.

## II. DESCRIPTION OF MAJOR COMPONENTS

### A. Description Of Facilities

The Developer will install two methane gas powered synchronous generators based on available gas from the Nashua, N.H. landfill. The ultimate capability will be 3850 kVA. Energy from the 2825 kVA generator will be wheeled to New England Power Company. Energy from the 1025 kVA unit will be sold to PSNH.

The system tie will be to a tap off of the 3177 line.

### B. Electrical Components

1. Generator Unit #1 - Synchronous, 4.16 kV, 1200 RPM, 1025 kVA, 0.80 pf.  
Generator Unit #2 - Synchronous, 4.16 kV, 900 RPM, 2825 kVA, 0.80 pf.
2. Exciters - PM with rotating rectifiers.
3. Voltage Regulators: Static
4. Generator Step Up - 3750 kVA, 19.9/34.5 kV reactance grounded wye - 4.16 Delta.
5. Neutral Grounding Reactor - 56.0 Ohms at 60 Hz. Details per Section IV.A.3.

### C. Mechanical Components

1. Methane Powered Reciprocating Engines, (1) Caterpillar 3612 SITA and (1) Caterpillar 3516 SITA.

III. PSNH REQUIREMENTS - GENERALA. Safety Considerations

1. The connection of the facility to the PSNH system must not compromise the safety of PSNH's customers, personnel, or the owner's personnel.
2. The generating facility must not have the capability of energizing a de-energized PSNH circuit.
3. An emergency shutdown switch with facility status indicator lights, and a disconnecting device with a visible open shall be made available for unrestricted use by PSNH personnel. The operation of the switch shall cause all of the facility's generation to be removed from service, and shall block all automatic startup of generation until the switch is reset. The status lights, mounted with the shutdown switch, shall be located outdoors at a position acceptable to PSNH Operating Division personnel. A red light shall indicate that the facility has generation connected to the PSNH system. A green light shall indicate that all generation is disconnected from the PSNH system. The lights shall be driven directly from auxiliary switches located on the facility's generator breakers. The disconnecting device with visible open shall be located between the PSNH system and the facility's generation.
4. The settings for all protective relays required by PSNH will be developed by PSNH at the Developer's expense.
5. A crew of PSNH approved relay technicians must apply settings to and verify the proper functioning of those protective systems required by PSNH. This work will be performed at the Developer's expense.
6. The generating facility has full responsibility for ensuring that the protective system and the associated devices are maintained in reliable operating condition. PSNH reserves the right to inspect and test all protective equipment at the generator site whenever it is considered necessary. This inspection may include tripping of the breakers.
7. The short circuit interrupting device(s) must have sufficient interrupting capacity for all faults that might exist. The PSNH system impedance at the facility will be supplied on request.
8. All shunt-tripped short circuit interrupting devices applied to generators must be equipped with reliable power sources. A D.C. battery with associated charging facilities is considered a reliable source.
9. All synchronous generator facilities must be equipped with battery-tripped circuit breakers.

10. Any protection scheme utilizing AC control power must be designed in a fail-safe mode. That is, all protective components must utilize contacts which are closed during normal operating conditions, but which open during abnormal conditions or when control power is lost to de-energize the generator contactor coil. These schemes may be utilized only with non-latching contactors and may not be used with synchronous generators.
11. A complete set of AC and DC elementary diagrams showing the implementation of all systems required by PSNH must be supplied for PSNH review. These drawings should be supplied as soon as possible so that any non-conforming items may be corrected by the Developer without impacting the scheduled completion date of the facility.
12. All voltage transformers driving PSNH-required protection systems must be rated by the manufacturer as to accuracy class, and must be capable of driving their connected burdens with an error not exceeding 1.2 percent.
13. All current transformers driving PSNH-required protection systems must be rated by the manufacturer as to accuracy class and must be capable of driving their connected burdens with an error not exceeding 10 percent at maximum fault requirements.
14. All PSNH-required protective relays, and any other relays which PSNH might be requested to test, must be equipped with test facilities which allow secondary quantity injection and output contact isolation.
15. It is not the policy of PSNH to maintain a stock of protective relays for resale to facility Developers. Since many protective devices have delivery times of several months, Developers are strongly advised to order them as soon as possible after PSNH type-approval is received.
16. Protection of the generating facility equipment for problems and/or disturbances which might occur internal or external to the facility is the responsibility of the Developer.
17. No operation of the facility's generation is allowed until all requirements in Sections III and IV of this report have been met, and all systems required therein, are in place, calibrated, and, if applicable, proven functional. This requirement may be waived by PSNH for a given system if generation is required to demonstrate the proper functioning of that system.

B. Service Quality Considerations

1. The connection of the facility to the PSNH system must not reduce the quality of service currently existing on the PSNH system. Voltage fluctuations, flicker, and excessive voltage and current harmonic content are among the service quality considerations. Harmonic limitations should conform to the latest IEEE guidelines and/or ANSI standards.

2. In general, induction generators must be accelerated to "synchronous" speed prior to connection to the PSNH system to reduce the magnitude and duration of accelerating current and resulting voltage drop to PSNH customers to acceptable levels.
3. In general, synchronous generators may not use the "pull-in" method of synchronizing due to excessive voltage drops to PSNH customers.
4. Power factor correction capacitors may be required for some facilities either at the time of initial installation, or, at some later date. The installation will normally be done by the Developer at his expense.
5. Certain facilities having installed capacity similar in magnitude to connected circuit load may require that control modifications be made to tap changers in the electrical vicinity. Should they be necessary, the modifications will be made at the Developer's expense.
6. Automatic reclosing of the PSNH circuit after a tripping operation will occur after an appropriate time delay. If voltage blocking of automatic reclosing is required, it will be added at the Developer's expense.

C. Metering Considerations

1. Except for protection/control and metering voltage sensing and generator and/or capacitor contactor supply voltage, no unmetered station service AC shall be taken from the station service transformers.

D. Other Considerations

1. The following is a list of information which must be available to the PSNH Power Supply Department for this generator.
  - Provide analog telemetry of MW, MX (net of station service).  
(See Section IV.D.)
  - Nameplate ratings for KW, KX, and power factor.
  - The Station Operator is to report expected output for the following day, outage and return times, and significant limitations to the PSNH dispatcher.
  - Dates for planned annual inspection along with any flexibility in the planned period in accordance with NEPEX Operating Procedure #5.
  - Report all generator trips caused by relay action, as well as the associated relay targets, to the PSNH dispatchers.

IV. PSNH REQUIREMENTS - SPECIFICA. System Configuration and Protection

1. The facility must be arranged and equipped as per partial one-line diagram SK-PCM-564-3.
2. The following protective functions must be supplied and connected to automatically trip at least the breakers as shown. These devices must be utility grade as approved by PSNH.

81 O/U - Over/Underfrequency, Trip 52G1, 52G2  
 51V - Voltage Controlled Overcurrent, (One per machine)  
       Trip 52G1, 52G2  
 50/51, 51N - Overcurrent, GSU Hi-side, Trip 52L  
 51NT - GSU Neutral Overcurrent, Trip 52L  
 27 - Undervoltage, Trip 52G1, 52G2  
 59 - Overvoltage, Trip 52G1, 52G2  
 59L - System Overvoltage, Alarm/Trip 52G1, 52G2

3. The facility generator step up transformer must have a Delta-reactance grounded wye configuration.

The following neutral reactor is required:

- a) Reactance: 56.0 Ohms at 60 Hz
- b) Short Circuit Current: 250A for 10 seconds
- c) Continuous Current: 7.50A
- d) Insulation Class: 15 kV minimum
- e) System Voltage: 34.5 kV

The reactor must comply with IEEE Standard 32-1972, reaffirmed 1991.

B. System Metering

The Developer will derive power for station service from the output of the smaller generator, (G3516) designated Unit #1 on SK-PCM-564-3. When Unit #1 is out of service or generating less than the station power requirements, the station power net of Unit #1 output will be purchased from PSNH. Unit #1 output, net of station service requirements and transformer losses, will be sold to PSNH. Gross output from Unit #2 will be wheeled to New England Power Company.

The following metering equipment plus software to manipulate and combine quantities is designed to achieve the above objectives. The overall scheme is subject to final review and approval by all parties.

Metering Material List

1. 3 ea Associated Engineering Catalog Number G800032E1-010, Model JS-150 single phase pole-mounted metering unit, 20125:115 voltage transformer ratio, 50/100:5 current transformer ratios.
2. 1 ea Schlumberger Type SL320 Multi-Function Fulcrum meter, 120V, CL20, FM10S, 38K Mass memory, polycarbonate cover with bi-directional reset and optical port.
3. 1 ea Schlumberger Type ST-Q111 Multi-Function Quantum meter, 120V, CL10, FM10S, Rev 15, Mass memory module, polycarbonate cover with bi-directional reset and optical port.
4. 2 ca Anchor 13 terminal Meter Socket, ring type, 3 phase, transformer rated, no hub, single meter position.
5. 2 ea Meter Devices Ten pole test switch without cover model A1898.
6. 2 ca General Electric Type JKM-3 Current transformer Catalog Number 753X040039, 400:5.
7. 2 ea General Electric Type JVM-3 Voltage transformer Catalog Number 763X021002, primary voltage 4200, 35:1 ratio.

C. Primary Interconnection

The two generators will be tapped to the 34.5 kV distribution circuit on West Hollis Street by way of an existing 1320' (approximate) line. West Hollis Street connects to line 3177 between Broad Street Substation and voltage sensing switch 77J25. The 180 KW Gilsun Road, generator site is also connected between Broad Street and 77J25. On contingents, both Four Hills and Gilsun Road can be tied to Long Hill Substation.

A new VWVE38X recloser will be added at the point where West Hollis Street connects to 3177. Fusing will be made solid from the tap into the Four Hills Landfill site. Along the tap into the site an S&C group operated load break switch and primary metering will be required on the overhead portion, followed by an underground run to the Developer's switchgear containing a vacuum circuit breaker.

Existing fixed capacitors in the area must be removed and replaced with switched units.

D. System Operation

The site must operate to a voltage schedule. The required 102% voltage on the 4.16 kV bus is designed to be within the site generators' reactive capability and to provide a relatively stable operating level at a lagging power factor. Operating experience may require adjustments to this schedule.

V. PSNH PRICE ESTIMATES

The following estimates for labor, materials, and overheads are supplied as an aid to the Developer for financial planning purposes. Should the Developer elect to have PSNH perform any of the work described in the estimates, he will ultimately be billed for the full actual cost of any work performed, including overheads.

Authorization for PSNH to perform any of the work or supply any of the equipment described below must be forwarded to the Supplemental Energy Sources Department along with a minimum payment covering 50% of the estimated labor and 50% of materials cost. PSNH will neither perform work nor order materials until this requirement has been met.

A. System Protection and Telemetry

1. All protective relays at the generator plant, including equipment at the outdoor switchgear, will be purchased by the Developer. PSNH must be notified as to exact relay model numbers proposed before ordering to assure that proper setting capability exists for interfacing with the PSNH system.

SUBTOTAL \$ 0.00

2. Engineering - PSNH review of control circuits, material specifications and development of PSNH required relay settings at the site. In addition, assistance with specifications and settings for related distribution equipment, including the new VWVE38X recloser protecting West Hollis Street.

SUBTOTAL \$ 4,500.00

3. Telemetry - PSNH specification, application and purchase (for eventual reimbursement) of telemetry receivers for installation at either Broad Street or Long Hill Substation.

Tone Receivers - Material: \$ 3,625.00  
 Engineering, installation at PSNH S/S,  
 acceptance test both sites, plus end to end  
 tests: \$ 6,755.00

SUBTOTAL \$ 10,380.00

Related telemetry equipment for the generator site to be purchased and installed by the Developer. (Material estimate only: \$3,000.00)

In addition, a heated cabinet containing a Scientific Columbus Exceltronic watt/var transducer (model XLWV342K5A2) must be supplied by the Developer and be mounted within 20' of the PSNH primary meter box. The current and potential to the transducer will be allowed from the nearby primary metering supply through isolating test devices. The transducer output must be interfaced with the Developer's telemetry transmitters. All work and material beginning with the telemetry current and potential test devices must be provided by the Developer.

- 4. Expand PSNH owned GPR protective equipment at either Broad Street or Long Hill Substation to accommodate a four wire leased phone line for telemetry from the Four Hills Landfill.

SUBTOTAL \$ 3,000.00

NOTE: The leased circuit rental must be obtained by the Developer. PSNH will assist with the application. Maintenance and operating expenses of the circuit are the Developer's responsibility.

- 5. Reclosing - Labor to reset reclosing on PSNH OCB's 3177, 31770 and voltage sensing switch 77J25.

SUBTOTAL \$ 830.00

- 6. Relay and Control Testing - Labor for a PSNH crew to set and test PSNH required relays, plus test their trip logic and do load checks, if requested and available.

SUBTOTAL \$ 2,500.00

SECTION A TOTAL \$ 21,210.00

**B. Metering**

- 1. The Developer will purchase all metering equipment based upon the materials list provided. The metering equipment may be substituted with equivalents if approved by PSNH. (Please note that 34.5 kV primary metering is listed as part of the Primary Interconnection, below.)

SUBTOTAL \$ 0.00

- 2. PSNH will perform initial testing and programming of the watt-hour meters prior to installation.

SUBTOTAL \$ 150.00

- 3. PSNH will connect the instrument transformer secondaries to the metering, verify secondary wiring, install the meters, and perform a vector analysis on each meter. PSNH will supply seven conductor control cable for secondary metering connections.

SUBTOTAL \$ 350.00

SECTION B TOTAL \$ 500.00

C. Primary Interconnection

1. VWVE38X Recloser - To be installed at the Junction of West Hollis Street with line 3177. P. 12 H

Material: \$24,350.00  
 Installation: \$ 5,000.00

SUBTOTAL \$ 29,350.00

2. Capacitor Bank - Fixed bank at pole 1044/5 to be replaced with a voltage or current controlled switched bank.

Material: \$ 5,820.00  
 Installation: \$ 1,700.00

SUBTOTAL \$ 7,520.00

3. Overhead line extension, 34.5 kV 3-phase switch, 34.5 kV metering, plus underground cable from the switch to the Developer's switchgear.

Material: \$ 62,954.00  
 Installation: \$ 18,747.00

SUBTOTAL \$ 81,701.00

SECTION C TOTAL \$ 118,571.00

GRAND TOTAL (A + B + C) \$ 140,281.00

VI. INTERCONNECTION EQUIPMENT OWNERSHIP, OPERATION AND MAINTENANCE

A. Delivery Point

For the purpose of establishing ownership, operation and maintenance responsibilities, the location of facility energy delivery to PSNH (the "Delivery Point") must be defined. At this facility, the delivery point will be the point where the existing PSNH 34.5 kV line connects to the tap line leading to the three phase airbreak switch.

B. Description of Responsibilities

PSNH will own and maintain all equipment up to the delivery point. The Developer will own and maintain all equipment from the delivery point into and throughout the plant.

A. Sketch SK-PCM-564-3 is attached.

VII. DRAWINGS

PSM MARKETING DIV.

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*file Elect  
Innovat*

**ZIEGLER**



ZIEGLER POWER SYSTEMS  
901 WEST 94TH STREET  
MINNEAPOLIS, MINNESOTA 55420-4299  
612/868-4121

September 5, 1995

Mr. Carl Vogel  
Public Service of New Hampshire  
1000 Elm Street  
Manchester, NH 03101

Dear Carl:

I have received your letter and Report on the Four Hills Landfill interconnection study, SESD Site No. 564.

We will comply with the requirements as specified in Sections I-IV subject to design and review considerations from our electrical consultant Paul Kaeding, Kaeding and Associates.

In addition we would like PSNH to order and install all System Protection and Telemetry, all Metering, and Primary Interconnection as shown in Section V. Grand total of A+B+C is \$140,281.00.

I have instructed Rick Zapernick to issue a purchase order for this amount and to request a check for \$70,140.00 to be sent to your attention.

I also have requested from your commercial account department an estimated rate for purchased power. I anticipate we will need station power from PSNH a minimum of 4-6 times a year for a period of 2 hours per usage.

I trust this letter will allow PSNH to begin ordering components and planning the installation. We anticipate being able to test the facility in the last part of November.

Regards,

Jerry W. Peterson  
Sales Manager

JWP:sbs

encls.

cc: Al Jensen, Neo  
Rick Zapernick, Z ✓  
Paul Kaeding, Kaeding & Assoc.

c:\work\jwptvogel.sam

ATTACHMENT 2

COORDINATION AGREEMENT

## COORDINATION ARRANGEMENTS

These Coordination Arrangements are made between New England Power Company ("NEP"), Westborough, Massachusetts; Public Service Company of New Hampshire ("PSNH"), Manchester, New Hampshire; and Suncook Energy Corporation ("Suncook"), Nashua, New Hampshire.

### PRELIMINARY STATEMENT

Suncook is developing a 3 MW landfill gas-fired project at the Four Hills Landfill in Nashua, New Hampshire. Suncook and NEP have entered into an agreement for the sale of net electrical generation ("Suncook/NEP Contract") from a single electric generator having a gross electrical output of 2,285 kw ("NEP Generator"). Suncook also has entered into an agreement with PSNH for the sale of net electrical generation ("Suncook/PSNH Contract") from a single electric generator having a gross electrical output of 820 kw ("PSNH Generator"). Both of these contracts have been approved by the New Hampshire Public Utilities Commission. The parties recognize that each generator has its own level of station service load, which is comprised of both dedicated equipment and shared equipment. The parties desire to establish arrangements for allocating the station service load of Suncook's Nashua facilities in order to determine sales under the Suncook/NEP Contract and the Suncook/PSNH Contract, along with appropriate metering arrangements.

#### I. Apportionment of Station Load.

For each hourly period (comprised of two thirty minute metering intervals, one ending on the half hour, and the other on the hour), the total station load of Suncook's facilities will be apportioned in direct proportion to the relative gross output of each of the NEP Generator and the PSNH Generator. Thus, for each hourly period, the gross electric output ("Gross Output") of each of the NEP Generator and the PSNH Generator will be metered, and then combined (the "Combined Gross Output"). The actual electrical deliveries to the interconnection with the PSNH system, which will be net of all actual station service load ("Net Deliveries"), will also be separately metered. The Combined Gross Output less the Net Deliveries represents the total station service load of the Suncook facilities, in KWH, for the hourly period ("Station Service Load"). A separate meter, excluded from the Net Deliveries allocation, will record all electric sales by PSNH to Suncook when the Combined Gross Output is not sufficient to meet the Station Service Load.

The Gross Output of the NEP Generator for each hourly period will be divided by the Combined Gross Output for that hourly period, with this fraction multiplied by

the Station Service Load for that hourly period to produce the allocation of Station Service Load to the NEP Generator for that hourly period. Similarly, the Gross Output of the PSNH Generator for that hourly period will be divided by the Combined Gross Output for that hourly period, with this fraction multiplied by the Station Service Load for that hourly period to produce the allocation of Station Service Load to the PSNH Generator for that hourly period. Net generation from each unit is the Gross Output of the unit less the apportioned Station Service Load.

## II. Metering.

The metering arrangements set forth in Attachment A are designed to enable the parties to implement the foregoing arrangements. The diagram included in Attachment A provides for a Remote Access Pulse Recorder ("RAPR") to record the output of each of the NEP Generator and PSNH Generator, as well as total Net Deliveries.

PSNH will read the separate meters once each month, and send to Suncook a summary of the meter readings for that billing period, and a calculation of the allocation of Station Service Load as provided in Article I above. PSNH will include with its summary to Suncook an invoice pursuant to Article 10 of the Suncook/PSNH Agreement.

Separately, Suncook will read the separate meters on the first day of each month, and will then furnish to NEP the meter readings and Station Service Load allocation estimates for the prior monthly billing period, along with any invoice for all amounts due for electricity sales pursuant to Article V.C. of the Suncook/NEP Contract.

If the PSNH meter reading takes place on the first day of a calendar month, that same reading may be used both by PSNH in rendering its invoice and payment, and Suncook in rendering its invoice to NEP. Both PSNH and NEP shall have the unconditional right to access and review all RAPR data from all metered points, and to audit any meter readings or data.

## III. NEPOOL Reporting Requirements

Using the RAPR data available from Suncook's Nashua facilities, NEP will report to the New England Power Pool ("NEPOOL") the hourly net generation allocated to NEP pursuant to Section I above (which is the Gross Output of the NEP Generator less the station load which is allocated to NEP under Section I above), in accordance with NEPOOL CRS 26. NEP will report to NEPOOL the end-of-month

Coordination Agreement  
Page 3

net meter readings for the NEP Generator in accordance with NEPOOL CRS 13, using the meter data submitted by Suncook to NEP.

Agreed to and Accepted.

SUNCOOK ENERGY  
CORPORATION

NEW ENGLAND POWER COMPANY

\_\_\_\_\_  
Name  
Title  
Date

\_\_\_\_\_  
Name  
Title  
Date

PUBLIC SERVICE COMPANY  
OF NEW HAMPSHIRE

*Gary A. Long*  
\_\_\_\_\_  
Name Gary A. Long  
Title Vice President - Customer Service and  
Economic Development  
Date January 11, 1996

Coordination Agreement  
Page 3

net meter readings for the NEP Generator in accordance with NEPOOL CRS 13, using the meter data submitted by Suncook to NEP.

Agreed to and Accepted.

SUNCOOK ENERGY  
CORPORATION

NEW ENGLAND POWER COMPANY

Tim Hunstad  
Name *TIM HUNSTAD*  
Title *PRESIDENT*  
Date *10 JANUARY 1996*

\_\_\_\_\_  
Name  
Title  
Date

PUBLIC SERVICE COMPANY  
OF NEW HAMPSHIRE

\_\_\_\_\_  
Name  
Title  
Date

Coordination Agreement  
Page 3

net meter readings for the NEP Generator in accordance with NEPOOL CRS 13, using the meter data submitted by Suncook to NEP.

Agreed to and Accepted.

SUNCOOK ENERGY  
CORPORATION

NEW ENGLAND POWER COMPANY

*John F. Molley*

\_\_\_\_\_  
Name  
Title  
Date

Name *John F. Molley*  
Title *Vice President*  
Date *JANUARY 5, 1996*

PUBLIC SERVICE COMPANY  
OF NEW HAMPSHIRE

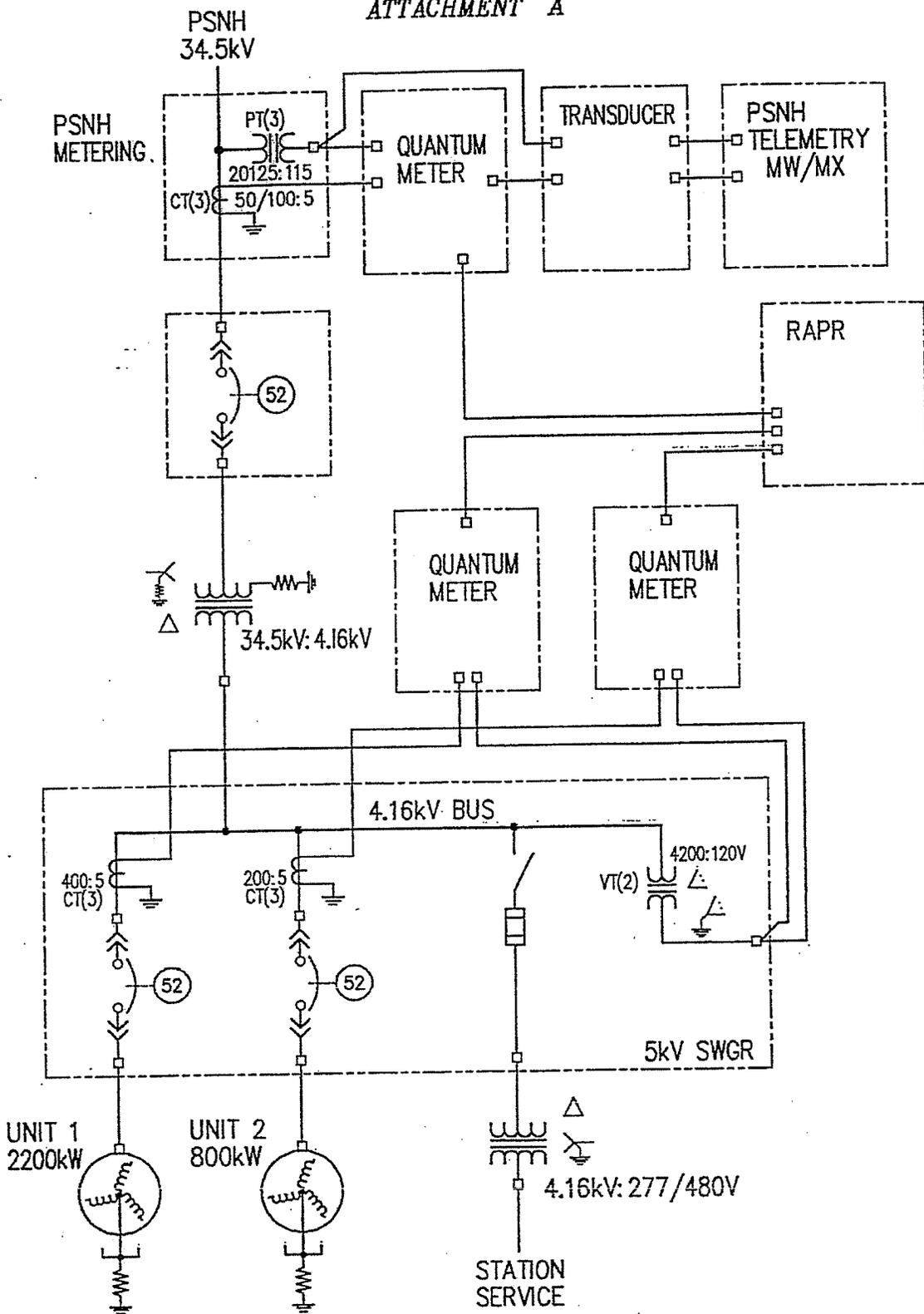
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Coordination Agreement  
Page 4

ATTACHMENT A

METERING ARRANGEMENTS

ATTACHMENT 'A'



Kaeding & Associates, Inc.  
 7300 France Avenue South  
 Suite 330  
 Minneapolis Minnesota 55435  
 (612) 831-0317

FOUR HILLS LANDFILL GAS RECOVERY PROJECT  
 SUNCOOK ENERGY INC.

Nashua,

January 1996

New Hampshire

ATTACHMENT 3

OPERATING AGREEMENT FOR PURPOSES OF WHEELING

OPERATING AGREEMENT  
FOR PURPOSES OF WHEELING

AGREEMENT, dated February 20, 1996 by and between Suncook Energy Corporation, a Minnesota corporation having its principal place of business in Minneapolis, Minnesota (hereinafter referred to as INTERCONNECTOR), AND PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a New Hampshire Corporation having its principal place of business in Manchester, New Hampshire (hereinafter referred to as PSNH).

WHEREAS, INTERCONNECTOR desires to interconnect their 3,105 KW Four Hills Landfill Project generating facility (the "PROJECT"), located in Nashua, New Hampshire, with the electric system of PSNH in accordance with applicable New Hampshire Public Utilities Commission (the "NHPUC") Orders; and

WHEREAS, PSNH and INTERCONNECTOR have entered into a separate contract (the "CONTRACT") for the interconnection and purchase of the net electrical output from the 820 KW unit; and

WHEREAS, INTERCONNECTOR has made arrangements to sell the net electrical output from the 2,285 KW unit (the "FACILITY") to New England Power Company (NEP) in Westborough, Massachusetts; and

WHEREAS, portions of the PROJECT and the interconnection are jointly used by the two generating units; and

WHEREAS, PSNH is willing to wheel the net electrical output from the FACILITY across its electric system; and

WHEREAS, it is necessary that certain agreements be made prior to interconnection and the commencement of generation of electricity from the FACILITY to insure the safety, reliability and integrity of PSNH's electric system;

NOW THEREFORE, the parties hereby agree as follows:

Article 1. Joint Use of the PROJECT.

Some covenants in this AGREEMENT are also contained in the CONTRACT with PSNH due to the need for each agreement to stand alone. Where duplication occurs between the AGREEMENT and the CONTRACT, the requirements need only be met once to fulfill the obligations of both agreements.

Article 2. Interconnection and Voltage Characteristics.

The interconnection point shall be that point at which the FACILITY interconnects with the 34.5 KV electric system at PSNH.

Unless PSNH converts its interconnection circuit, all electric energy delivered to PSNH's system shall be 34.5 KV, three-phase, sixty hertz.

Article 3. Metering.

The metering for the FACILITY shall be configured so as to represent the generation delivered to the PSNH electric system. The metering may be installed on the generation side of the transformer provided that transformer losses are subtracted from the measured generation by a suitable method.

INTERCONNECTOR will install, own, and maintain all metering equipment as referenced in Article 4, to measure the flow of electrical energy from INTERCONNECTOR to PSNH. If at any time, the meter is found to be in error by more than two percent fast or slow (+ or - 2%), INTERCONNECTOR shall cause such meter to be corrected and the meter readings for the period of inaccuracy shall be adjusted to correct such inaccuracy so far as the same can be reasonably ascertained, but no adjustment prior to the beginning of the preceding month shall be made except by agreement of the parties. All tests and calibrations shall be made in accordance with Section V-14 of the NHPUC Rules and Regulations prescribing Standards for Electric Utilities in effect as of September 8, 1972, as amended. The meter shall be tested as prescribed in said Rules and Regulations. INTERCONNECTOR is responsible for assuring that meter tests are performed as required at their expense. PSNH's local Division Meter Engineer should be contacted in advance to arrange for said meter testing.

INTERCONNECTOR shall also cause the meter to be tested at any time upon request of either party and in the presence of a representative of PSNH. If such equipment proves accurate within two percent fast or slow (+ or - 2%), the expense of the test shall be borne by the requesting party.

PSNH reserves the right to secure or seal the metering installation, to require INTERCONNECTOR to measure electrical energy delivered to the PSNH electric system on an hour-by-hour basis, and to require INTERCONNECTOR to notify PSNH once each day of INTERCONNECTOR's generation in kilowatt-hours for each hour during the prior 24 hours.

Article 4. Wheeling Arrangements.

PSNH will cooperate to establish wheeling arrangements with the utility purchaser of power from the FACILITY.

Upon the initial effective date of this agreement, PSNH will transmit the power purchased from the FACILITY by NEP under the terms and conditions and rates set forth in the "Service Agreement between Northeast Utilities Service Company and Suncook Energy Corporation where the Service Agreement is for service under the Northeast Utilities System Companies' Tariff No. 1" (the "SERVICE AGREEMENT"), as it, or its replacement wheeling arrangement, may be changed from time to time after an appropriate filing and approval with the regulatory agency having jurisdiction.

Article 5. Interconnection & Protection Requirements.

INTERCONNECTOR shall install all interconnection, protection, metering, and control equipment as specified in PSNH's Electrical Interconnection Report of the FACILITY (the REPORT), dated August 28, 1995, attached as Attachment 1, to the SERVICE AGREEMENT to ensure the continued safe and reliable operation of the FACILITY in parallel with the PSNH system. The INTERCONNECTOR shall be responsible for all study costs associated with the development of the REPORT, and those reasonable costs associated with the equipment and its installation, required by the REPORT.

Up to the interconnection point, all said interconnection, protection, metering, and control equipment including, but not limited to, line extensions, transformers, meters, relays, breakers, and appurtenant equipment shall remain the sole property of INTERCONNECTOR.

INTERCONNECTOR shall have sole responsibility for the operation, maintenance, replacement, and repair of the FACILITY, including the interconnection equipment owned by the INTERCONNECTOR.

Annually, INTERCONNECTOR shall test, or cause to be tested, all protection devices including verification of calibration and tripping functions; and INTERCONNECTOR shall notify PSNH in writing that said tests have been conducted.

If either party reasonably determines that the operation or use of any portion of the protection system will or may not perform its protective function, INTERCONNECTOR shall immediately open the interconnection between PSNH's system and the FACILITY. INTERCONNECTOR shall notify PSNH of this action and reason for this action within 5 hours of opening the interconnection. The interconnection shall remain open until INTERCONNECTOR has satisfactorily cured the defect. Any repair or replacement of INTERCONNECTOR's equipment shall be at no cost to PSNH, except PSNH shall be responsible for any loss or damage requiring repair or replacement of all or a portion of the INTERCONNECTOR's equipment as a result of negligence of PSNH, its agents or employees.

Article 6. Right of Access.

Upon prior written or oral notice to INTERCONNECTOR, PSNH shall have the right to enter the property of INTERCONNECTOR at mutually agreed upon times and shall be provided access to INTERCONNECTOR's metering, protection, control, and interconnection equipment. The purpose of providing access is to allow PSNH to determine INTERCONNECTOR's compliance with its obligations under this AGREEMENT and to ensure the safety and reliability of the PSNH system. In the event PSNH prepares a written report or other documentation of observations made during a site visit, it shall promptly make the report or other documentation available to the INTERCONNECTOR. In no event, however, shall the failure by PSNH to issue a report or other documentation or to comment with respect to the FACILITY be construed to warrant or imply that the FACILITY is properly constructed, operated or maintained.

Article 7. Modification of Facility.

If INTERCONNECTOR plans any modifications to its FACILITY that may affect the safety or reliability of the PSNH System, INTERCONNECTOR shall give PSNH prior written notice of its intentions. PSNH shall within 90 days of said notice reasonably determine whether said modifications would necessitate changes to the interconnection, protection, control or metering equipment or would cause PSNH to incur additional expenses associated therewith, and within said 90 days so notify INTERCONNECTOR of such determination in writing. INTERCONNECTOR shall make such changes as reasonably required by PSNH and reimburse PSNH for any reasonable costs associated with required changes to PSNH's system within the time period agreed upon by the parties after receipt of the PSNH notice given under this Article 7.

If the operating constraints of the PSNH interconnecting circuit are changed, the INTERCONNECTOR shall be responsible for all interconnection modifications necessitated by the change and shall bear all associated costs.

Notwithstanding the above, nothing in the AGREEMENT shall give the INTERCONNECTOR the right to increase the size of the unit without the prior expressed written consent of PSNH.

Article 8. Term of AGREEMENT.

This AGREEMENT shall become effective between the parties as of the date first noted above. However, no such interconnection shall be made until PSNH has received a certificate of insurance as required by Article 9 and the interconnection, metering, protection and control equipment, as set forth in Attachment 1 of the SERVICE AGREEMENT, has been properly installed. PSNH shall notify INTERCONNECTOR in writing of the proper installation of said equipment. The AGREEMENT shall remain in full force and effect for as long as the SERVICE AGREEMENT remains in effect.

PSNH may terminate this AGREEMENT should INTERCONNECTOR fail to substantially perform in accordance with the terms of this AGREEMENT. After termination, both parties shall be discharged from all further obligation under the terms of this AGREEMENT, excepting any liability which may have been incurred before the date of such termination. Any costs incurred by PSNH to

physically disconnect the FACILITY as a result of INTERCONNECTOR termination of this contract shall be paid by the INTERCONNECTOR.

Article 9. Indemnification and Insurance.

Each party will be responsible for its equipment and the operation thereof and will indemnify and save the other harmless from any and all loss by reason of property damage, bodily injury, including death resulting therefrom suffered by any person or persons including the parties hereto, employees thereof or members of the public, (and all expenses in connection therewith, including attorney's fees) whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, caused by or sustained on, or alleged to be caused by or sustained on, equipment or property, or the operation or use thereof, owned or controlled by such party, except that each party shall be solely responsible for and shall bear all costs of claims by its own employees or contractors growing out of any workers compensation law.

The INTERCONNECTOR shall, at its own expense, acquire and maintain throughout the term of this AGREEMENT Comprehensive General Liability with a combined single limit of not less than \$3,000,000 for each occurrence. Such Comprehensive General Liability Insurance shall include coverage for premises-operations; contractual liability; products/ completed operations; explosion, collapse, and underground property damage; and broad form comprehensive general liability.

The insurance policy shall name PSNH, its directors, officers, employees, agents and affiliates as additional insureds with respect to any and all third party bodily injury and/or property damage claims arising from INTERCONNECTOR's performance of this AGREEMENT. It is further agreed that PSNH shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for the payment of premium for such insurance. The policy shall not be canceled, terminated, altered, reduced or materially changed without at least thirty (30) days prior written notice to PSNH.

Evidence of the required insurance shall be provided to PSNH in the form of a Certificate of Insurance. During the term of this AGREEMENT, the INTERCONNECTOR, upon PSNH's reasonable request, shall furnish PSNH with certified copies of the actual insurance policies described in this Article.

The insurance coverages described shall be primary and is not in excess to or contributing with any insurance or self-insurance maintained by PSNH or its affiliates and shall not be deemed to limit INTERCONNECTOR's liability under this AGREEMENT.

PSNH shall have the right to modify the limits of liability specified herein, at any time in the future, to remain consistent with those limits generally required by the NHPUC or being maintained for similar facilities. PSNH must notify INTERCONNECTOR in writing, at least ninety (90) days prior to any required change and these new liability limits will become effective upon renewal of the Insurance Policy.

In no event shall either party be liable, whether in contract, tort (including negligence), strict liability, warranty, or otherwise, for any special, indirect, incidental or consequential loss or damage, including but not limited to cost of capital, cost of replacement power, loss of profits or revenues or the loss of the use thereof. This paragraph shall apply notwithstanding any other provision of this AGREEMENT.

Article 10. Force Majeure.

Either party shall not be considered to be in default hereunder and shall be excused from interchanging or paying for electricity hereunder if and to the extent that it shall be prevented from doing so by storm, flood, lightning, earthquake, explosion, equipment failure, civil disturbance, labor dispute, act of God or the public enemy, action of a court or public authority, withdrawal of facilities from operation for necessary maintenance and repair, or any cause beyond the reasonable control of either party and not due to the fault or negligence of the party claiming force majeure provided that the party claiming excuse from performance uses its best efforts to remedy its inability to perform.

Article 11. Modification of AGREEMENT.

In order for any modification to this AGREEMENT to be binding upon the parties, said modification must be in writing and signed by both parties.

Article 12. Prior Agreements Superseded.

This AGREEMENT, with the SERVICE AGREEMENT, and attachments thereto, represent the entire agreement between the parties hereto relating to interconnecting the FACILITY, and all previous agreements, discussion, communications and correspondence with respect to interconnecting the FACILITY are superseded by the execution of this AGREEMENT.

Article 13. Waiver of Terms or Conditions.

The failure of either party to enforce or insist upon compliance of any of the terms or conditions of this AGREEMENT shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

Article 14. General.

This AGREEMENT shall be binding upon, and inure to the benefit of the respective successors and assigns of the parties hereto. In the event of an assignment by INTERCONNECTOR, INTERCONNECTOR shall notify PSNH in writing within fifteen (15) days of the effective date of the assignment.

Article 15. Applicable Law.

This AGREEMENT is made under the laws of The State of New Hampshire and the interpretation and performance hereof shall be in accordance with and controlled by the laws of that State.

Article 16. Captions.

Captions and headings in the AGREEMENT are for ease of reference and shall not be used to and do not affect the meaning of this AGREEMENT.

Article 17. Default and Remedies.

If either Party believes that the other Party is in default of its obligations under this AGREEMENT for any reason other than Force Majeure or withdrawal of equipment from service for a reasonable period to perform necessary maintenance or repair, it shall provide such other Party with

written notice thereof. If, within thirty (30) days of the service of such notice, such other Party fails to respond to such notice or admits a breach has occurred, the breaching party shall have forty-five (45) days after the service to cure the breach. Thereafter, the nonbreaching Party shall be entitled to invoke its legal and equitable remedies. The remedies available to the nonbreaching party, shall include termination of the AGREEMENT.

Article 18. Governmental Authorizations.

INTERCONNECTOR represents that it has (or will have prior to the start of construction) in force all governmental authorizations and permits required for the construction of the FACILITY. INTERCONNECTOR also represents that prior to the initial delivery of electricity from the facility and during the term of this AGREEMENT, this PROJECT will maintain all required governmental authorizations and permits required for the FACILITY, including the certification and maintenance of Qualifying Facility status under PURPA and LEEPA. If, after the reasonable efforts of INTERCONNECTOR, INTERCONNECTOR is unable to obtain the required permits this AGREEMENT is terminated without liability.

Article 19. Several Obligations.

Except where specifically stated in the AGREEMENT to be otherwise, the duties, obligations and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this AGREEMENT shall ever be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation or liability to agency relationship on or with regard to either party. Each party shall be individually and severally liable of its own obligations under this AGREEMENT.

Article 20. Notices and Service.

All notices, including communications and statements which are required or permitted under the terms of this AGREEMENT, shall be in writing, except as otherwise provided or as reasonable under the circumstances. Service of a notice may be accomplished by personal service, telegram, registered or certified commercial overnight courier, or registered or certified mail or by telecopy provided followed the next business day with service under any one of the preceding methods.

The mailing address of the parties are as follows:

**INTERCONNECTOR:** Suncook Energy Corporation  
c/o NEO Corporation  
1221 Nicollet Mall, Suite 700  
Minneapolis, MN 55403-2445  
Attn: Tim P. Hunstad, President

Telecopy No. (612) 373-5465  
Telephone No. (612) 373-5369

**PSNH:**

Public Service Company of New Hampshire  
1000 Elm Street  
P. O. Box 330  
Manchester, NH 03105-0330  
Attn: Manager, Supplemental Energy Sources Department

Telecopy No. (603) 634-2449  
Telephone No. (603) 634-2312

IN WITNESS WHEREOF, the parties each by its duly authorized representatives have hereunto caused their names to be subscribed, as of the day and year first above written.

By: Timothy P. Humstad

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

By: \_\_\_\_\_  
Vice President