

WM Renewable Energy, L.L.C.

AFFIDAVIT ATTESTING  
CONTENT APPLICATION

COUNTY OF Harris

STATE OF Texas

I, Paul Pabor, do hereby depose and state upon my oath:

1. I hold the position of Vice President for WM Renewable Energy, L.L.C. (Mill Seat Landfill) gas-to-energy facility.
2. As an authorized agent of WM Renewable Energy, L.L.C. I have personally examined and I am familiar with the information submitted in this affidavit and all attached related Renewable Energy Source Eligibility Application documents.

The foregoing statements made by me are true and correct.

Name: Paul Pabor

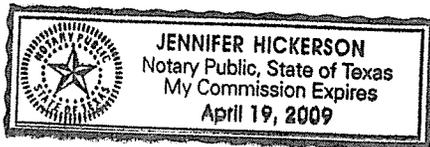
Date: 11/6/08

SUBSCRIBED AND SWORN TO BEFORE ME THIS 6 day of NOV, 2008  
pursuant to New Hampshire Admin. Code PUC 2500 Rules.

Name: Jennifer Hickerson

Date: 11.6.08

Jennifer Hickerson  
Notary Public  
My commission expires:





(2)

Bergen NY 14416  
(City) (State) (Zip code)

9. Latitude: 43 03'34.46 Longitude: 77 55'59.66

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

Dave Leaton 585-494-3000  
(Name) (Telephone number)

11. The ISO-New England asset identification number, if applicable: \_\_\_\_\_ or N/A:

12. The GIS facility code, if applicable: 32645 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 I 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 New England 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: Paul Pabor

Title: Vice President, Renewable Energy

Address: (1) 1001 Fannin, Suite 4000

(2) \_\_\_\_\_

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

Houston (City) Texas (State) 77002 (Zip code)

30. Preparer's signature: 



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

**State of New Hampshire**  
Public Utilities Commission  
Application Form – Additional Support  
Mill Seat Landfill

(13) The eligible Class I landfill gas fuel used by WM Renewable Energy, L.L.C. will be landfill methane gas with a gross nameplate generation capacity of 4.8 MW with an initial commercial operation date of July 2007.

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

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

(19) See attached power purchase agreement for verification of source located in a control area adjacent to the New England control area per PUC 2504.01(a)(2) a. to e. required documents.

(20) See attached New York State Air Quality Permit.

(21) See attached Interconnection Agreement.

(22) Connected via meter import scheduling.

(23) The facility has been certified under the non-federal jurisdiction renewable portfolio standard in Connecticut, Massachusetts, and Rhode Island.

(24) Facility output is verified by ISO-New England via connected metering per scheduling from NY ISO to ISO New England.

**Appendix F to the Small  
Generator Interconnection Final Rule**

**SMALL GENERATOR  
INTERCONNECTION AGREEMENT (SGIA)**

**(For Generating Facilities No Larger Than 20 MW)**

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This Interconnection Agreement ("Agreement") is made and entered into this 19<sup>th</sup> day of July, 2006, by Niagara Mohawk Power Corporation, d/b/a National Grid ("Transmission Provider"), and the County of Monroe, ("Interconnection Customer") each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

### **Transmission Provider Information**

Transmission Provider: Niagara Mohawk Power Corporation, d/b/a National Grid  
Attention: V.P., Transmission Commercial Services  
Address: 300 Erie Boulevard West  
City: Syracuse State: New York Zip: 13202  
Phone: (315) 428-3159 Fax: (315) 428-5114

### **Interconnection Customer Information**

Interconnection Customer: County of Monroe  
Attention: Department of Environmental Services.  
Address: 50 West Main Street, Suite 7100  
City: Rochester State: New York Zip: 14614-1228  
Phone: 585-753-7610 Fax: 585-324-4268

Interconnection Customer Application No: \_\_\_\_\_

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

### **Article 1. Scope and Limitations of Agreement**

- 1.1 This Agreement shall be used for all Interconnection Requests submitted under the Small Generator Interconnection Procedures (SGIP) except for those submitted under the 10 kW Inverter Process contained in SGIP Attachment 5.
- 1.2 This Agreement governs the terms and conditions under which the Interconnection Customer's Small Generating Facility will interconnect with, and operate in parallel with, the Transmission Provider's Transmission System.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable Transmission Provider.
- 1.4 Nothing in this Agreement is intended to affect any other agreement between the Transmission Provider and the Interconnection Customer.

## 1.5 Responsibilities of the Parties

- 1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.
- 1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Small Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, in accordance with this Agreement, and with Good Utility Practice.
- 1.5.3 The Transmission Provider shall construct, operate, and maintain its Transmission System and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.
- 1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Small Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Transmission Provider or Affected Systems.
- 1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Transmission Provider and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Transmission Provider's Transmission System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.
- 1.5.6 The Transmission Provider shall coordinate with all Affected Systems to support the interconnection.

## 1.6 Parallel Operation Obligations

Once the Small Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the

parallel operation of the Small Generating Facility in the applicable control area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth in the Tariff or by the system operator for the Transmission Provider's Transmission System and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7 Metering

The Interconnection Customer shall be responsible for the Transmission Provider's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

1.8 Reactive Power

1.8.1 The Interconnection Customer shall design its Small Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all similarly situated generators in the control area on a comparable basis. The requirements of this paragraph shall not apply to wind generators.

1.8.2 The Transmission Provider is required to pay the Interconnection Customer for reactive power that the Interconnection Customer provides or absorbs from the Small Generating Facility when the Transmission Provider requests the Interconnection Customer to operate its Small Generating Facility outside the range specified in article 1.8.1. In addition, if the Transmission Provider pays its own or affiliated generators for reactive power service within the specified range, it must also pay the Interconnection Customer.

1.8.3 Payments shall be in accordance with the Interconnection Customer's applicable rate schedule then in effect unless the provision of such service(s) is subject to a regional transmission organization or independent system operator FERC-approved rate schedule. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb reactive power under this Agreement, the Parties agree to expeditiously file such rate schedule and agree to support any request for waiver of the Commission's prior notice requirement in order to compensate the Interconnection Customer from the time service commenced.

1.9 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.

## **Article 2. Inspection, Testing, Authorization, and Right of Access**

### **2.1 Equipment Testing and Inspection**

2.1.1 The Interconnection Customer shall test and inspect its Small Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Transmission Provider of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Transmission Provider may, at its own expense, send qualified personnel to the Small Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Transmission Provider a written test report when such testing and inspection is completed.

2.1.2 The Transmission Provider shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Transmission Provider of the safety, durability, suitability, or reliability of the Small Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Small Generating Facility.

### **2.2 Authorization Required Prior to Parallel Operation**

2.2.1 The Transmission Provider shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Transmission Provider shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Transmission Provider shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

2.2.2 The Interconnection Customer shall not operate its Small Generating Facility in parallel with the Transmission Provider's Transmission System without prior written authorization of the Transmission Provider. The Transmission Provider will provide such authorization once the Transmission Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

### **2.3 Right of Access**

2.3.1 Upon reasonable notice, the Transmission Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time

the Small Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Small Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Transmission Provider at least five Business Days prior to conducting any on-site verification testing of the Small Generating Facility.

- 2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Transmission Provider shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.
- 2.3.3 Each Party shall be responsible for its own costs associated with following this article.

### **Article 3. Effective Date, Term, Termination, and Disconnection**

#### **3.1 Effective Date**

This Agreement shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by the FERC. The Transmission Provider shall promptly file this Agreement with the FERC upon execution, if required.

#### **3.2 Term of Agreement**

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of ten years from the Effective Date or such other longer period as the Interconnection Customer may request and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

#### **3.3 Termination**

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this Agreement (if required), which notice has been accepted for filing by FERC.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Transmission Provider 20 Business Days written notice.

3.3.2 Either Party may terminate this Agreement after Default pursuant to article 7.6.

3.3.3 Upon termination of this Agreement, the Small Generating Facility will be

disconnected from the Transmission Provider's Transmission System. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.4 This provisions of this article shall survive termination or expiration of this Agreement.

### 3.4 Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1 Emergency Conditions -- "Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, the Transmission Provider's Interconnection Facilities or the Transmission Systems of others to which the Transmission System is directly connected; or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Transmission Provider may immediately suspend interconnection service and temporarily disconnect the Small Generating Facility. The Transmission Provider shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Small Generating Facility. The Interconnection Customer shall notify the Transmission Provider promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Transmission Provider's Transmission System or other Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

### 3.4.2 Routine Maintenance, Construction, and Repair

The Transmission Provider may interrupt interconnection service or curtail the output of the Small Generating Facility and temporarily disconnect the Small Generating Facility from the Transmission Provider's Transmission System when necessary for routine maintenance, construction, and repairs on the Transmission Provider's Transmission System. The Transmission Provider shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Transmission Provider shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

- 3.4.3 Forced Outages  
During any forced outage, the Transmission Provider may suspend interconnection service to effect immediate repairs on the Transmission Provider's Transmission System. The Transmission Provider shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Transmission Provider shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.
- 3.4.4 Adverse Operating Effects  
The Transmission Provider shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Small Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generating Facility could cause damage to the Transmission Provider's Transmission System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Transmission Provider may disconnect the Small Generating Facility. The Transmission Provider shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.
- 3.4.5 Modification of the Small Generating Facility  
The Interconnection Customer must receive written authorization from the Transmission Provider before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of the Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Transmission Provider's prior written authorization, the latter shall have the right to temporarily disconnect the Small Generating Facility.
- 3.4.6 Reconnection  
The Parties shall cooperate with each other to restore the Small Generating Facility, Interconnection Facilities, and the Transmission Provider's Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

## **Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

### **4.1 Interconnection Facilities**

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Transmission Provider shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Transmission Provider.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Transmission Provider's Interconnection Facilities.

4.2 Distribution Upgrades

The Transmission Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Transmission Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

**Article 5. Cost Responsibility for Network Upgrades**

5.1 Applicability

No portion of this article 5 shall apply unless the interconnection of the Small Generating Facility requires Network Upgrades.

5.2 Network Upgrades

The Transmission Provider or the Transmission Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Transmission Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Transmission Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne initially by the Interconnection Customer.

5.2.1 Repayment of Amounts Advanced for Network Upgrades

The Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Transmission Provider and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges,

as payments are made under the Transmission Provider's Tariff and Affected System's Tariff for transmission services with respect to the Small Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. '35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person.

5.2.1.1 Notwithstanding the foregoing, the Interconnection Customer, the Transmission Provider, and Affected System operator may adopt any alternative payment schedule that is mutually agreeable so long as the Transmission Provider and Affected System operator take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Transmission Provider or Affected System operator will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the commercial operation date.

5.2.1.2 If the Small Generating Facility fails to achieve commercial operation, but it or another generating facility is later constructed and requires use of the Network Upgrades, the Transmission Provider and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

### 5.3 Special Provisions for Affected Systems

Unless the Transmission Provider provides, under this Agreement, for the repayment of amounts advanced to Affected System operator for Network Upgrades, the Interconnection Customer and Affected System operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by the Interconnection Customer to Affected System operator as well as the repayment by Affected System operator.

### 5.4 Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Small Generating Facility.

## **Article 6. Billing, Payment, Milestones, and Financial Security**

### **6.1 Billing and Payment Procedures and Final Accounting**

6.1.1 The Transmission Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.1.2 Within three months of completing the construction and installation of the Transmission Provider's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Transmission Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Transmission Provider for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Transmission Provider shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Transmission Provider within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Transmission Provider shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

### **6.2 Milestones**

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment

unless it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

### 6.3 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Transmission Provider's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Transmission Provider, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Transmission Provider and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Transmission Provider's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Transmission Provider under this Agreement during its term. In addition:

- 6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Transmission Provider, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.
- 6.3.2 The letter of credit or surety bond must be issued by a financial institution or insured reasonably acceptable to the Transmission Provider and must specify a reasonable expiration date.

## **Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default**

### 7.1 Assignment

This Agreement may be assigned by either Party upon 15 Business Days prior written notice and opportunity to object by the other Party; provided that:

- 7.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement;
- 7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Transmission Provider, for collateral security purposes to aid in providing financing for the Small Generating Facility, provided that the Interconnection Customer will promptly notify the Transmission Provider of any such assignment.

7.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

7.3 Indemnity

7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.

7.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

7.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

7.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or

investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

#### 7.4 Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

#### 7.5 Force Majeure

7.5.1 As used in this article, a Force Majeure Event shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing."

7.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

#### 7.6 Default

7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this

Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

- 7.6.2 If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

#### **Article 8. Insurance**

- 8.1 The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in the State where the interconnection is located. Certification that such insurance is in effect shall be provided upon request of the Transmission Provider, except that the Interconnection Customer shall show proof of insurance to the Transmission Provider no later than ten Business Days prior to the anticipated commercial operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.
- 8.2 The Transmission Provider agrees to maintain general liability insurance or self-insurance consistent with the Transmission Provider's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Transmission Provider's liabilities undertaken pursuant to this Agreement.
- 8.3 The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of

such insurance, whether or not such coverage is sought.

## **Article 9. Confidentiality**

- 9.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.
- 9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.
- 9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.
- 9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.
- 9.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR § 1b.20, if FERC, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to FERC, within the time provided for in the request for information. In providing the information to FERC, the Party may, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by FERC and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party to this Agreement prior to the release of the Confidential Information to FERC. The Party shall notify the other Party to this Agreement when it is notified by FERC that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

## **Article 10. Disputes**

- 10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.
- 10.2 In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.
- 10.3 If the dispute has not been resolved within two Business Days after receipt of the Notice, either Party may contact FERC's Dispute Resolution Service (DRS) for assistance in resolving the dispute.
- 10.4 The DRS will assist the Parties in either resolving their dispute or in selecting an appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral evaluation, or technical expert) to assist the Parties in resolving their dispute. DRS can be reached at 1-877-337-2237 or via the internet at <http://www.ferc.gov/legal/adr.asp>.
- 10.5 Each Party agrees to conduct all negotiations in good faith and will be responsible for one-half of any costs paid to neutral third-parties.
- 10.6 If neither Party elects to seek assistance from the DRS, or if the attempted dispute resolution fails, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

## **Article 11. Taxes**

- 11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with FERC policy and Internal Revenue Service requirements.
- 11.2 Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Transmission Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

## **Article 12. Miscellaneous**

- 12.1 Governing Law, Regulatory Authority, and Rules  
The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of New York (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

12.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

12.4 Waiver

12.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Transmission Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5 Entire Agreement

This Agreement, including all Attachments, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9 Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. FERC expects all Transmission Providers, market participants, and Interconnection Customers interconnected to electric systems to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10 Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Small Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

12.11.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Transmission Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors

with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

12.12 Reservation of Rights

The Transmission Provider shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

**Article 13. Notices**

13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

Interconnection Customer: County of Monroe  
Attention: Department of Environmental Services  
Address: 50 West Main Street, Suite 7100  
City: Rochester State: New York Zip: 14614-1228  
Phone: 585-753-7610 Fax: 585-324-4268

If to the Transmission Provider:

Transmission Provider: Niagara Mohawk Power Corporation, d/b/a National Grid  
Attention: V.P., Transmission Commercial Services  
Address: 300 Erie Boulevard West  
City: Syracuse State: New York Zip: 13202  
Phone: (315) 428-3159 Fax: (315) 428-5114

13.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer: County of Monroe

Attention: Energy Manager

Address: 50 West Main Street, Suite 7100

City: Rochester

State: New York

Zip:14614-1228

Transmission Provider: Niagara Mohawk Power Corporation, d/b/a National Grid

Attention: Misc. Billing Department

Address: 300 Erie Boulevard West

City: Syracuse

State: New York

Zip:13202

13.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: County of Monroe

Attention: Energy Manager

Address: 50 West Main Street, Suite 7100

City: Rochester

State: New York

Zip:14614-1228

Phone: 585-753-7610

Fax: 585-324-4268

If to the Transmission Provider:

Transmission Provider: Niagara Mohawk Power Corporation, d/b/a National Grid

Attention: V.P., Transmission Commercial Services

Address: 300 Erie Boulevard West

City: Syracuse

State: New York

Zip: 13202

Phone: (315) 428-3159

Fax: (315) 428-5114

13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

Interconnection Customer: County of Monroe  
Attention: Energy Manager  
Address: 50 West Main Street, Suite 7100  
City: Rochester State: New York Zip:14614-1228  
Phone: 585-753-7610 Fax: 585-324-4268

Transmission Provider's Operating Representative:

Transmission Provider: Niagara Mohawk Power Corporation, d/b/a National Grid  
Attention: Transmission Account Manager  
Address: 144 Kensington Avenue  
City: Buffalo State: New York Zip:14214  
Phone: 716-831-7767 Fax: 716-831-5237

13.5 Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

This Agreement and its terms is subject to change by any ruling of the FERC.

**Article 14. Signatures**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

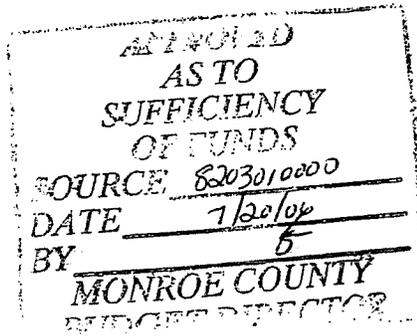
For the Transmission Provider

Name: *Robert Schuyler*  
Title: Vice President  
Transmission Commercial Services  
Date: 8/4/06

*WPK 29*

For the Interconnection Customer

COUNTY OF MONROE  
Name: *Maggie Brooks*  
Title: By: Maggie Brooks, County Executive  
Date: 7/21, 2006



## Glossary of Terms

**Affected System** – An electric system other than the Transmission Provider's Transmission System that may be affected by the proposed interconnection.

**Applicable Laws and Regulations** – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Business Day** – Monday through Friday, excluding Federal Holidays.

**Default** – The failure of a breaching Party to cure its Breach under the Small Generator Interconnection Agreement.

**Distribution System** – The Transmission Provider's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

**Distribution Upgrades** – The additions, modifications, and upgrades to the Transmission Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generating Facility and render the transmission service necessary to effect the Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

**Good Utility Practice** – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

**Governmental Authority** – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Interconnection Provider, or any Affiliate thereof.

**Interconnection Customer** – Any entity, including the Transmission Provider, the Transmission Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Small

Generating Facility with the Transmission Provider's Transmission System.

**Interconnection Facilities** – The Transmission Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Small Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Small Generating Facility to the Transmission Provider's Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

**Interconnection Request** – The Interconnection Customer's request, in accordance with the Tariff, to interconnect a new Small Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Small Generating Facility that is interconnected with the Transmission Provider's Transmission System.

**Material Modification** – A modification that has a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

**Network Upgrades** – Additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the point at which the Small Generating Facility interconnects with the Transmission Provider's Transmission System to accommodate the interconnection of the Small Generating Facility with the Transmission Provider's Transmission System. Network Upgrades do not include Distribution Upgrades.

**Operating Requirements** – Any operating and technical requirements that may be applicable due to Regional Transmission Organization, Independent System Operator, control area, or the Transmission Provider's requirements, including those set forth in the Small Generator Interconnection Agreement.

**Party or Parties** – The Transmission Provider, Transmission Owner, Interconnection Customer or any combination of the above.

**Point of Interconnection** – The point where the Interconnection Facilities connect with the Transmission Provider's Transmission System.

**Reasonable Efforts** – With respect to an action required to be attempted or taken by a Party under the Small Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Small Generating Facility** – The Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

**Tariff** – The Transmission Provider or Affected System's Tariff through which open access transmission service and Interconnection Service are offered, as filed with the FERC, and as

amended or supplemented from time to time, or any successor tariff.

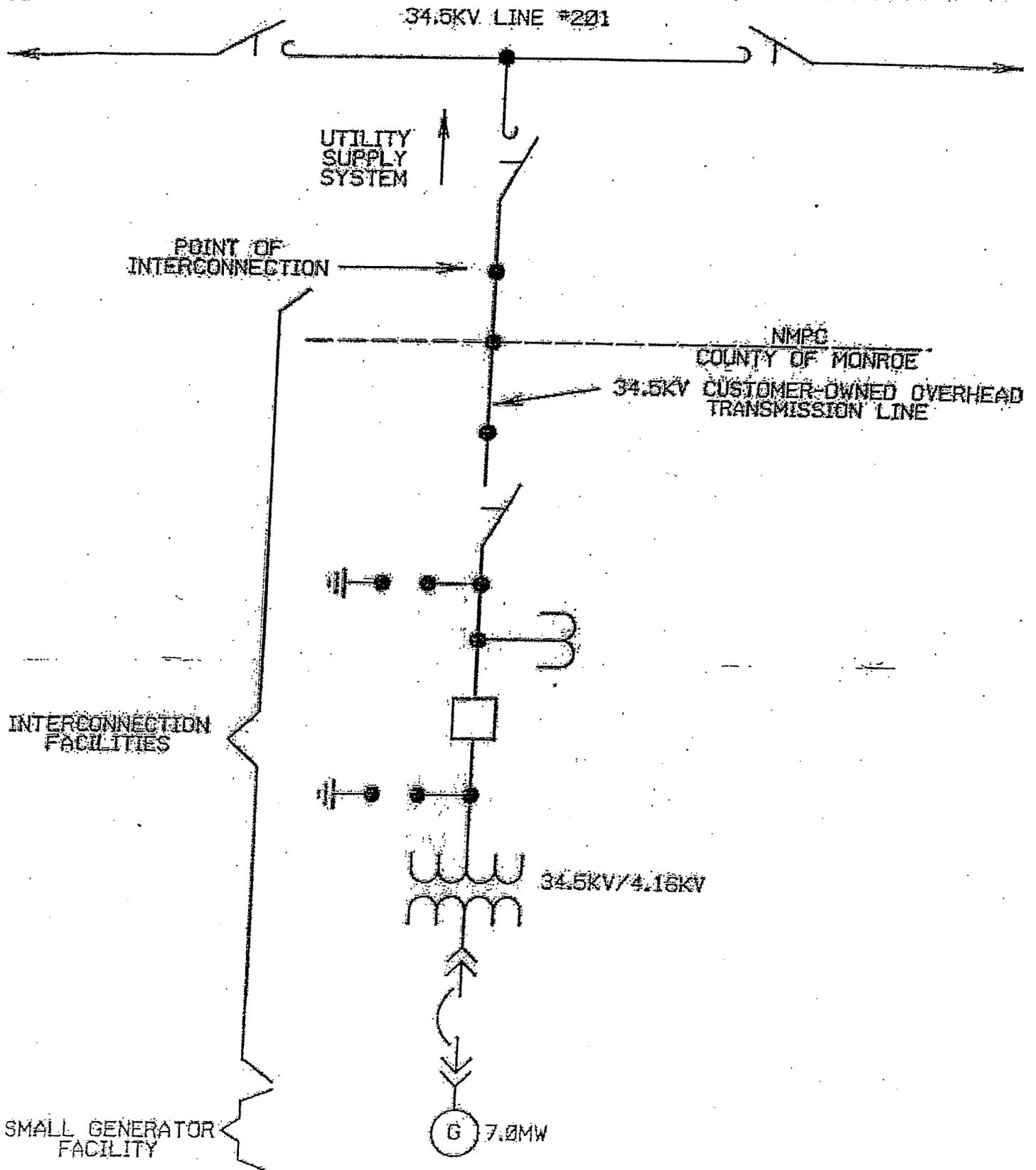
**Transmission Owner** – The entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at the Point of Interconnection and may be a Party to the Small Generator Interconnection Agreement to the extent necessary.

**Transmission Provider** – The public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff. The term Transmission Provider should be read to include the Transmission Owner when the Transmission Owner is separate from the Transmission Provider.

**Transmission System** – The facilities owned, controlled or operated by the Transmission Provider or the Transmission Owner that are used to provide transmission service under the Tariff.

**Upgrades** – The required additions and modifications to the Transmission Provider's Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

### One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades



**Milestones**

In-Service Date: November 1, 2006

Critical milestones and responsibility as agreed to by the Parties:

Milestone/Date	Responsible Party
(1) Begin construction of SGF- 8/01/2006	County of Monroe
(2) Completion of SGF 10/15/2006	County of Monroe
(3) Metering Installation 9/15/2006	National Grid
(4) 34.5 kV Interconnection Tap 10/15/06	National Grid
(5) _____	_____
(6) _____	_____
(7) _____	_____
(8) _____	_____
(9) _____	_____
(10) _____	_____

Agreed to by:

For the Transmission Provider *Hubert Schuyler* Date 8/4/06 *HS*

For the Transmission Owner (If Applicable) \_\_\_\_\_ Date \_\_\_\_\_

For the Interconnection Customer COUNTY OF MONROE *Maggie Brooks* Date 7/21/, 2006

By: Maggie Brooks, County Executive



**Additional Operating Requirements for the Transmission Provider's  
Transmission System and Affected Systems Needed to Support  
the Interconnection Customer's Needs**

The Transmission Provider shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Transmission Provider's Transmission System.

**SUPPLEMENT TO  
SPECIFICATIONS FOR  
ELECTRICAL INSTALLATIONS  
  
PARALLEL GENERATION  
REQUIREMENTS OVER 300kVA OR WHERE  
INTERCONNECTED OVER 15kV**

**ELECTRIC SYSTEM BULLETIN #756B**

**APRIL 2004**

(Supersedes all previous issues of ESB 756B)

**Niagara Mohawk**

A National Grid Company



# **I. INTRODUCTION**

## **A. Purpose**

This supplement to Electric System Bulletin No. 750 provides general requirements and recommendations for a Generator-owner who intends to generate power in parallel with the Company's electrical system greater than 300kVA net generation or where the Company's service is greater than 15kV. As a consequence of this parallel operation the generator becomes a part of the Company's electrical system and must be considered in the electrical reliability and security of the Company's facilities.

This Electric System Bulletin #756B provides additional requirements for interconnecting generation facilities, connected in parallel with the utility system, not covered by the New York Standard Interconnection Requirements (NYSIR) for 300kVA and less aggregated parallel generation.

Additional site specific requirements can be expected and will be furnished upon determination of the supply voltage, service arrangement, location, and generation intent. Generation intent, in this context, refers to its end use being either: (1) total generator output energy for internal use, i.e. peak shaving, (2) sale, or (3) a combination.

Generators serving isolated load never connected in parallel with the Company's electrical system are not subject to these requirements. Isolation is where separation of electrical points of contact where interconnection may occur is at least 100 feet apart.

It is important that the Customer refer to the Specifications for Electrical Installations booklet (ESB No. 750, latest revision) in conjunction with this supplement.

## **B. Scope**

These requirements are offered as a guide to the Generator-owner intending to operate generation in parallel with the Company's electrical system. They concern only those points in which the Generator-owner and the Company have a mutual interest to ensure safety to Company employees and the public and satisfactory operation and compatibility with the electrical supply to others served by the Company system.

The specific requirements to the type of generator installation are contained in the following and will be provided as needed for each case.

**ESB 756A:** Parallel Generation Requirements Covered by the NYS Standard Interconnection Requirements

**ESB 756B:** Parallel Generation Requirements Over 300kVA or Where Interconnected Over 15kV

Any subsequent sale of generation which separates it from the remainder of a Customer's facility requires the new Generator-owner to establish a separate interconnection for the generation.

### **C. Codes, Standards and References**

The Generator-owner's facility shall conform to the latest revision of all local, state and federal codes and national standards that apply. In addition, generation connected to the NYS secured transmission system shall adhere to all current applicable regulations, standards, policies and criteria of the New York Independent System Operator (NYISO), Northeast Power Coordinating Council (NPCC), and North American Electric Reliability Council (NERC), or successor organizations associated with the operation of such systems.

The Generator-owner's facility shall also conform to any applicable requirements of the NYS Public Service Commission and any local, state, federal and/or other agencies from which a review, approval, or a permit is required.

The Generator-owner shall comply with the appropriate Company Electric System Bulletin (ESB) which covers details for the Generator-owner's service installation. These Bulletins include:

ESB 750 - Specifications for Electrical Installations

ESB 752 - Services Above 15,000 Volts

ESB 753 - Primary Meter Pole

ESB 754 - Outdoor Pad Mounted or Vault Enclosed Three Phase Transformer

ESB 755 - Operation & Maintenance Requirements for Services Above 600V

ESB 754A - Single Phase Pad Mounted Transformer

ESB 758 - Primary Service to Metal Enclosed Gear

ESB 759 - Transformer Vault

Some of the following national standards that may be applicable are:

IEEE 519 "Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems"

IEEE 929 "IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems"

IEEE 1094 "IEEE Recommended Practice for the Electrical Design and Operation of Windfarm Generating Stations"

IEEE 1547 "Standard for Interconnecting Distributed Resources with Electric Power Systems"

NFPA 850 "Recommended Practice for Fire Protection for Electrical Generating Plants and High Voltage Direct Current Converter Stations"

## D. Definitions

**"Production Facility"** refers to the generator owners' (producers') parallel generator facilities. It shall include all facilities and equipment up to and including the Production Facility's high voltage side generator transformer disconnect or switches.

**"Wholesale Delivery Point"** shall mean the point at which the Interconnection Facility is connected to the Transmission System as indicated in the interconnection agreement.

**"NYS secured transmission system"** refers to delivery voltage systems as defined by the NPCC and controlled by the NYISO.

**"Generator interface point"** is the point of electrical connection of the parallel generator to the premise wiring.

**"Generator-owner"** refers to any Non-Utility Generator even though they may also actually take electric service from the Company.

**"Interconnection Facility"** refers to those facilities necessary to effect the transfer of electricity from the parallel generator at the service point into the Company's electric system.

**"Interconnection Point"** is where the interconnection facility connects to the Company's electric system.

**"Interconnection System"** is the collection of all interconnection equipment and functions, taken as a group, used to interconnect a DR unit(s) to the Company's system.

**"Islanding"**, is generation serving utility load (or lines) without a synchronizing utility source connected.

**"Parallel generator"** is defined as generation connected to a bus common with the Company's system.

## II. GENERAL

### A. Permitted Connections

Certain interconnections are eliminated by the Company on the basis of the available systems without resort to the study of a specific instance. The Company shall determine the suitability of a given generator connection and its interconnection voltage.

The Company does not allow connection of parallel generation to general secondary networks under any circumstances.

The Company will allow connection of parallel generation to spot networks under the following conditions :

1. When the aggregate parallel generation installed on a spot network does not exceed 5% of the spot network's maximum load.

or,

2. If all of the following conditions are met:

Network protectors shall not be used to separate, switch, serve as breaker failure backup or in any manner isolate a network or network primary feeder to which the parallel generator is connected from the remainder of the Company's system, unless the protectors are rated and tested per applicable standards for such an application.

Any parallel generator installation connected to a spot network shall not cause operation or prevent reclosing of any network protectors installed on the spot network. This coordination shall be accomplished without requiring any changes to prevailing network protector clearing time practices of the Company.

Connection of the parallel generator to the Company's system is only permitted if the spot network bus is already energized by more than 50% of the installed network protectors.

The parallel generator output shall not cause any cycling of network protectors. The network equipment loading and fault interrupting capacity shall not be exceeded with the addition of the parallel generator.

#### **1.0 Phase Balance**

The Generator-owner's facility shall maintain equal current in each phase conductor at the service point. Voltage unbalance resulting from unbalanced currents shall not exceed 2% or shall not cause objectionable effects upon or interference with the operation of the Company's facilities and service to others. This criteria shall be met with and without generation.

### **B. Contributions**

All costs incurred by the Company as a result of a Generator-owner's facility, over the life of that facility, shall be reimbursed to the Company by the Generator-owner. The Company will advise the Generator-owner concerning any charges and payment schedules required.

For net generation above 300kVA, all costs incurred by the Company for supply system changes, metering upgrades, and telemetering circuit changes associated with the Generator-owner's installation shall be reimbursed to the Company by the Generator-owner. The Company will notify the Generator-owner when these situations arise along with their associated charges and execute terms and conditions for payment.

### **C. Access and Contacts**

Authorized Company employees, equipment, and vehicles shall have access to the Generator-owner facilities and Company's metering equipment at any time without delay.

The Generator-owner shall provide information identifying their contact person(s), addresses and their associated telephone number(s) to the Company.

Changes to phone numbers, points of contact, etc., shall be communicated in advance of the actual change, the effective date of change shall be provided as well.

The Company will provide the Generator-owner with phone numbers for the appropriate Company contact(s). (Customer Service Center for less than 15kV and the division Regional Control Center for greater than 15kV interconnections.)

## **D. Design Requirements**

### **1.0 General Electrical Issues**

The interconnection of all parallel generators requires safeguards for synchronization and backfeed situations. And, from the electric system perspective, the challenges posed by any given parallel generator connection do not diminish significantly with reduction in generator size. For this reason, each specific connection must be studied with respect to its size, its type, and the nature of the electric system at the interconnection point.

All parallel generation shall be designed to ensure:

Capability to synchronize with the Company's electrical system,

Capability to separate from the Company's electrical system upon loss of Company source, and

All energy supplied to the Company's electrical system shall meet the Company's power quality and transmission system operator requirements.

The Generator-owner shall be responsible for on-going compliance to regulatory, code, and system design and operating changes pertaining to their installation. This work will be performed at the cost of the Generator-owner. The Company requires all electrical and physical design documents and submittals in this and related Company bulletins to be prepared and sealed by a single licensed New York State Professional Engineer, who is retained by the Generator-owner for that purpose.

### **2.0 Specific Electrical Issues**

The Company will determine the interconnect voltage and method of interconnection with the system. In general:

The preferred interconnection at 230 kV and 345 kV is a radial line(s) to NYS secured transmission system station(s). Refer to Figures 1 through 4 for typical arrangements.

The preferred interconnection at 23kV up to 115 kV is a radial line(s) to a station. Other interconnection alternatives may require installation of a Company three breaker station. Refer to Figures 1 through 4 for typical arrangements.

Company transmission system required to accommodate the generation interconnection shall be designed and installed to Company standards and practices, under the review and approval of the Company:

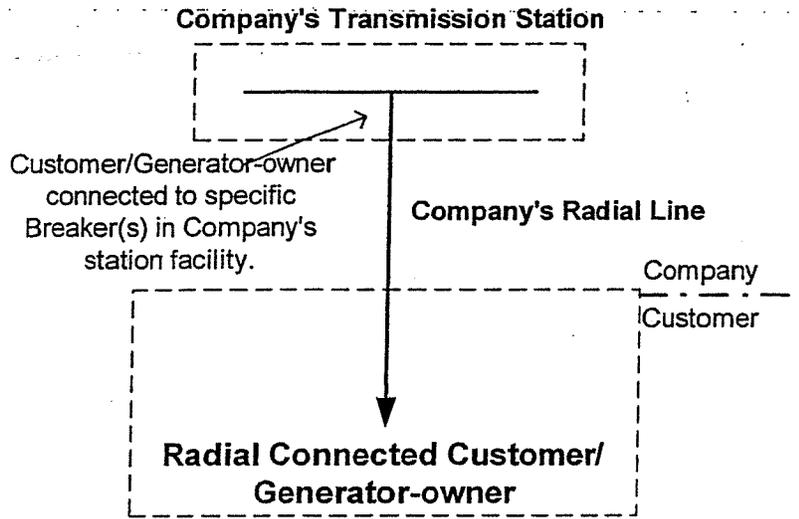
Regardless of interconnection voltage, protection schemes and connection arrangements shall be designed to prevent islanding of the generation with a portion of the Company's supply to other customers.

The Company reserves the right to review and approve the ratings and parameters of major electrical equipment supplied by the Generator-owner, such as, but not limited to: generator step-up (GSU) transformers, interrupting devices, relays, and the generator with its associated systems.

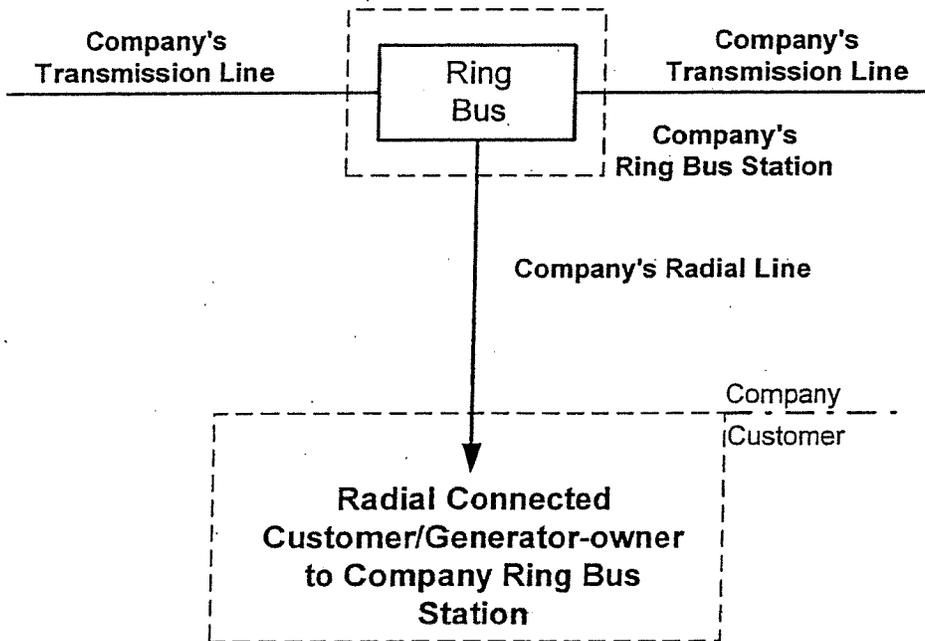
The Generator-owner is solely responsible for the protection of their plant equipment. The Generator-owner is required to provide electrical equipment and relays with ranges and ratings that will allow proper Generator-owner relay system coordination with Company relay systems. Coordination margins and parameters will be determined by the Company.

The Generator-owner is responsible for the coordination of any Generator-owner applied over and under frequency or over and under voltage generator tripping with Company specified requirements. The generator is expected to remain on line and fully operational following a system excursion within specified parameters. The correct performance of the generator frequency protection relays is critical to system security. Consequently each Generator-owner will be required to both recalibrate their frequency protection and provide the Company this relay performance documentation.

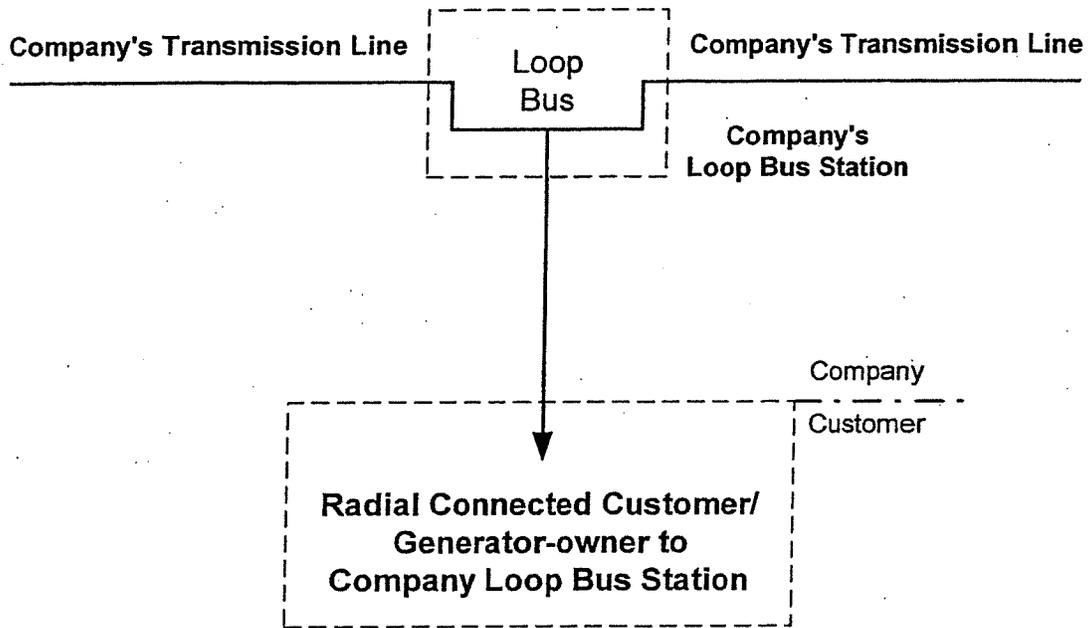
**Figure No. 1**



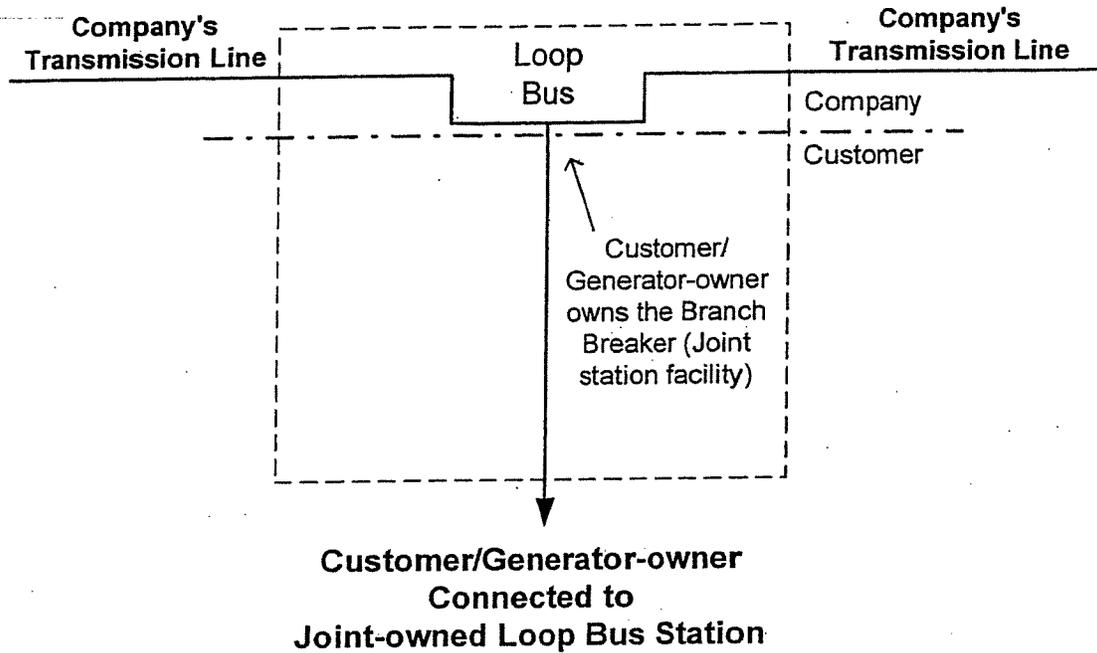
**Figure No. 2**



**Figure No. 3**



**Figure No. 4**



## **E. Types of Generators**

### **1.0 Induction**

Reactive power supply for induction generators poses difficult design problems, depending on the generator size.

Induction generation over 50kVA require capacitors to be installed by the Generator-owner. The installation of capacitors at or near an induction generator can cause it to become self-excited, if disconnected from the Company's system. The additional expense for special protective equipment may favor the use synchronous machines.

Starting or rapid load fluctuations on induction generators can adversely impact the Company's system voltage. Corrective step-switched capacitors or other techniques may be necessary. These measures can, in turn, cause ferroresonance. Induction starting will be permitted only where inrush current and voltage will not exceed allowable limits.

Otherwise, protection for induction generation is similar to synchronous generation. Synchronizing relays may not be required, but a contact-making tachometer set at synchronous speed may be required.

### **2.0 Synchronous**

For synchronous generators, sufficient generator reactive power capability shall be provided to withstand normal voltage changes on the Company system. The generator voltage-var schedule, voltage regulator, and

transformer ratio settings will be jointly determined by the Company and the Generator-owner to ensure proper coordination of voltages and regulator action.

### **3.0 Inverter Systems**

Direct current generators can only be paralleled with the Company's system using a synchronous inverter. The design shall be such as to remove this synchronous inverter upon a utility system interruption. Proper harmonic filtering is necessary for inverter systems to minimize harmonic distortion from being introduced into the electric system.

## **F. Limitations**

### **1.0 All Generation**

The Company permits the operation of generating equipment in parallel with the Company's electric system, whenever this can be done without adverse effects on the general public, Company equipment, or personnel, in accordance with all applicable laws and regulations. Certain protective devices (relays, circuit breakers, etc.), specified by the Company, shall be installed at any location where the Generator-owner desires to operate generation in parallel with the Company's system. These devices promptly disconnect the Generator-owner's generating equipment from the Company's system whenever faults or abnormal conditions occur.

The following are some of the issues considered before accepting generation:

Proximity to the Company's circuits.

Generation capacity and the load on the Company's circuits during light load conditions.

Review of voltage profiles and system thermal limitations provided by the Company's system electric studies.

System protection coordination with the proposed generation and prevention of the generator from "islanding."

Impact of prime mover.

Generator-owner's facility ratio of generation to light load.

From the above, the Company will determine the voltage, interrupting ratings, type of equipment and controls needed for proper protection coordination. The Company reserves the right to determine the Generator-owner's interconnection voltage.

The Company reserves the right to have the Generator-owner remove their generation from the system at any time upon the Company's request. Normally, such requests result from the need to facilitate maintenance, test, repair, emergency restoration or safety concerns related to Company facilities.

## **2.0 Special Situations**

Under this bulletin, the Company restricts Generator-owner connection for the following situations.

### **1. Net Generation Output**

The Company reserves the right to limit generation to its facilities operating to that level which will not compromise safety, reliability, or protection margins. Due to the many variable parameters involved, special requirements for any proposed net generation levels will be determined by the Company on a site specific basis.

### **2. Peak Shaving Generation**

Arrangements for standby or supplemental energy needs are addressed by the Company's filed tariffs and shall be made prior to actual need to ensure its availability.

Peak shaving parallel generator installations shall not be allowed to supply any net generation into the Company system. The application of reverse power relays is an accepted method to accomplish the requirement. Where the Company is requested to supply demand pulse information (either analog or digital), its use is not intended for generator control.

## **III. PROJECT MANAGEMENT**

### **A. Responsibilities**

#### **1.0 Generator-Owner**

No generation, no matter its intent, shall be installed or operated in parallel with the Company's system without prior notification to and approval by the Company.

This responsibility applies to an initial facility, as well as to subsequent additions and/or modifications of Generator-owner equipment or change of ownership through sale. The Generator-owner is responsible for modifying their system to comply with any future mandate of NYISO/NPCC/NERC or successor organization including cost incurred.

If the Generator-owner makes significant changes in the design or scheduling of the project, then any previous information furnished by the Company to the Generator-owner shall be subject to review and possible change. Failure to communicate such changes to the Company may result in delay of service or termination of service by the Company.

The Generator-owner is responsible for performing all operating functions associated with their equipment and for maintaining all equipment under their ownership. The Generator-owner shall arrange to have trained personnel available for the proper and safe operation of their equipment.

The Generator-owner shall provide proper and continuous maintenance of all plant facilities; refer to NFPA 70B (and NFPA 73 where applicable) and

other nationally recognized industry guides for guidance on electric equipment maintenance.

The Company will specify telecommunication services as required for the installation. See Exhibit 1 for data submittal in letterform to the Company.

For the RTU installation, the Generator-owner shall arrange through the Company to provide the necessary telecommunication service. As this process typically takes four months, the Generator Owner is responsible for submitting the information in Exhibit 1 in a timely fashion. The Company will not be liable for the results of any delays.

The Generator-owner's telephone number(s) shall allow for 24-hour per day contact of either a staffed control room or delegated operating agent.

The Generator-owner's backup service requirements from the Company's system shall be requested using the prescribed forms in the Company's tariff.

## **2.0 Form G**

Notice to the Company to install parallel generation shall be in the form of a completed Form G from the Company's tariff, PSC No. 207, signed by the Company and the Generator-owner. This form shall include:

Complete generator data sheets,

The generation's intended purpose, i.e. peak shaving or sale,

Geographic location,

Service point location i.e. circuit name and number, pole number, etc.,

Contact information, name and telephone number of individual to be contacted regarding generator operation, and

A provision stating that it is the responsibility of the Generator-owner to notify the Company, in writing, to obtain a new Form G whenever information changes.

A Letter of Commitment shall accompany the completed Form G and including:

Result(s) of the Company's electric study,

Written authorization from the Generator-owner for the Company to proceed with engineering and construction of the interconnection including initial payment.

## **3.0 Required Interconnection Study for Projects 115kV or Greater**

For 115kV or greater connections, the Generator-owner shall contact and obtain from the NYISO the requirements for an approved interconnection study. In this study phase an assessment will be made to ensure generation connected to the NYS secured transmission system complies with

NYISO/NPCC/NERC or successor organization's planning standards in force at the time of energization of the Generator-owner's facilities.

#### **4.0 Required Interconnection Study for Projects less than 115kV**

This study identifies the items of major cost to the interconnection. The scope of work is dependent upon the size and electrical location of the project. The study's primary function is to assess the impact the proposed project has upon the operation of the existing transmission system and addresses the following principle areas:

**1. Thermal margins**

An assessment is made to ensure that the proposed project will not overload lines or impose operational constraints on the existing system.

**2. Voltage performance**

An assessment is made to ensure the proposed project can operate within voltage guidelines. For voltages 115 kV and below, the guidelines are +5/-10% of nominal.

**3. Stability**

An assessment is made to ensure that local clearing times are such that unit stability is maintained and regional stability is not negatively impacted. Power system stabilizers shall be installed when such controls are required to dampen system oscillations.

**4. Short Circuit Studies**

A study is performed to ensure that circuit breaker duties remain within nameplate ratings with the addition of the project.

**5. Protection**

In this study phase an initial assessment is made to define required changes to local protection.

**6. NYISO/NPCC/NERC**

Compliance with the planning standards of NYISO/NPCC/NERC will be required for NYISO controlled interconnections.

#### **5.0 No Agreement for Power Sales**

Generator-owners who generate in parallel for the purpose of reducing their energy and demand utilization from the Company's supply (i.e. peak shaving generation) are not required to have a power purchase agreement with the Company. However, they still shall comply with the requirements of this bulletin and the Company's tariff, PSC No. 207, as determined by the Company. The Company on a case-by-case basis shall determine additional protective devices. The Generator-owner is required to complete a Form G. The Company will advise the Generator-owner of any change of service class.

#### **6.0 Purchase of Generator-owner's Power**

Company's Tariff Service Option: The Company will advise the Generator-owner concerning a Service Class contract for any power purchased from

the Generator-owner by the Company in accordance with the Company's filed tariffs.

Direct Sale to the NYISO: The Generator-owner shall enter into an agreement with NYISO for the sale of energy. This arrangement requires a separate agreement with the Company for the interconnection of their facility.

In either case, the Generator-owner shall complete a Form G.

## **7.0 Interconnection Agreement**

A signed Interconnection Agreement along with a completed Form G is required between a Generator-owner and the Company.

In general, the Interconnection Agreement will address the mutual acceptance of an interconnection study, which outlines any required electric system modifications and overall project capabilities, specifically:

The amount of the generation, by unit and/or in total,

The interconnection point voltage,

The generation's intended purpose, i.e. peak shaving or sale,

Its geographic and electrical location,

Electrical arrangement and protection requirements,

Electric study results of project generation impact,

Estimated cost, funding schedule, and timeline required to implement any needed Company electrical system modifications to accept generation from the Generator-owner,

Reimbursement to the Company for the operation and maintenance (O&M) to be performed by the Company on the interconnection facility,

Additional agreements deemed necessary for project acceptance,

Contact information, name and telephone number of individual to be contacted regarding Generator(s) operation, and

Responsibility of the Generator-owner to notify the Company in writing whenever any change in the above information is contemplated, changes are subject to the approval of the Company.

A signed Interconnection Agreement is required between the Generator-owner and the Company before the Company will order major equipment or proceed with the project.

## **B. Cooperation**

### **1.0 Overall Project**

Any generating facility intending to operate with an interconnection to the Company's electric system shall have the approval of the Company. For

115kV and greater connections, approval of the New York Independent System Operator (NYISO) is also required. This approval shall be in the form of a signed Interconnection Agreement and a Company Form G "General Information for Connection of On-Site Generators - Application for Electric Standby Service". An Interconnection Agreement will not only identify changes to the existing transmission system, but will specify Generator-owner plant performance requirements that may impact the specification major electrical components within the plant itself.

The Company will own, operate and maintain all electric lines and stations to the service point. There will be many occasions where the close cooperation between the Company and the Generator-owner during the design, license, right-of-way acquisition, and/or construction of Company facilities will be necessary.

## **2.0 Notification and Initial Documentation**

The Generator-owner shall contact the Company regarding their desire to operate generation in parallel with the Company's electric power system and negotiate necessary agreement(s). In some cases, the Company will meet with the Generator-owner to mutually establish the arrangement and location of the proposed facilities.

Upon notification by a Generator-owner of their intention to operate generation in parallel with the Company's electric power system, in writing, the Generator-owner shall define their vision of the proposed project; providing the proposed site location, overall plant capabilities, the number, and size of equipment proposed, and proposed timing of project milestones. The Generator-owner shall develop and provide a functional single line diagram, complete with voltage and current interrupting ratings, type of equipment proposed, and all controls, complete with trip schemes, required by system protection parameters for proper protection and coordination with the electrical system for Company acceptance. Form G from the Company's tariff, PSC No. 207, shall be part of this submission for any parallel generator. In addition, the specific project documentation indicated in this bulletin is also required. Three copies of each document are required unless noted otherwise.

Subsequent to this notification, the Company will review the project proposal and provide to the Generator-owner the estimated cost and time table for delivering the results of an electric study. The Company will respond with review comments on the concepts of the service arrangement, protective relaying, metering, and any special requirements that may be needed for an electric study (see Section III.A.3.0 or 4.0). Data requirements for an interconnection study of projects are:

### **a. Study Phase:**

Three copies of the following are necessary to begin the Company's study:

Exact physical location of the plant identified on USGS maps

Overall operational output (in MW) of the plant

Proposed single line diagram of the station showing the interconnection of major electrical components within the plant itself. This single line indicating proposed equipment ratings clearly needs to indicate:

Number, individual ratings & type of units comprising the above rating

Number and Size of Generator step up transformers

General high voltage bus configuration and relay functions

General operational constraints such as the ability to run various combinations of units.

The following is a list of Electrical Data Requirements:

Proposed generator step-up (GSU) transformer MVA ratings, impedances, tap settings and winding voltage ratings.

Proposed machine electrical parameters noted on Form G data sheets which include:

Machine nameplate data and reactive capability curves.

Impedances:

Direct axis and quadrature axis synchronous reactance;

Transient and subtransient components of positive sequence reactance data;

Negative sequence and zero sequence values.

Time constants for both field open circuit and short circuit and armature short circuit quantities.

Turbine inertia constant.

Generator inertia constant: Appropriate IEEE system model including block diagram and parameter values for excitation and governor systems.

The proposed location and arrangement of Company metering equipment will be furnished by the Company and shall be included on the Generator-owner's drawings when submitted for acceptance.

**b. Equipment Procurement Phase:**

Either before an order is placed for electrical equipment or while in equipment manufacture scheduling prior to delivery, six (6) copies of equipment specifications, Protective Relay Device List, and a Bill of Material List shall be furnished to the Company for review and acceptance. Review and acceptance by the Company shall not be construed to be an approval of the Generator-owner's installation in regard to its overall safety or adequacy, but shall simply signify that the proposed arrangement and equipment meets the Company's interconnection requirements for connection to the Company's electric

system.

**c. Final Design Start Phase:**

The documents needed to be submitted to the Company prior to beginning the final design shall include a proposed time schedule to be mutually agreed upon, a plot plan and functional single line diagram showing protection, a protective relaying scheme and revenue metering. The relay types selected to provide these functions must be acceptable to the Company. The Company will respond with the review comments on the concepts of protective relaying, metering and telemetry. This single-line diagram must be approved before final design is undertaken.

**C. Development of an Interconnection Arrangement**

**1.0 Initial**

Parallel generation will be accepted on the Company's system at various voltage levels depending upon the generation installed and the capability of the circuit(s) to accept the electric power generated. The system will be studied in each case.

**1. Funding:**

Generator-owners are required to establish an account with the Company. This account shall hold sufficient funds to cover the Company's estimated cost of the development of an interconnection arrangement and, upon its acceptance, scheduled payments for project installation. Once sufficient funds and required data have been received, the Company will start work on the interconnection arrangement.

**2. Presentation:**

A meeting will be scheduled with the Generator-owner to formally convey, explain, and answer questions regarding its content. This meeting also provides an opportunity to update information, if necessary, for the installation phase of the project.

**3. Acceptance:**

The Generator-owner shall signify acceptance of the interconnection arrangement by providing a signed Interconnection Agreement and/or completed Form G and payment of any scheduled funding. The Company will not proceed with any work until these items are received.

**2.0 Project Scheduling**

Upon acceptance of the interconnection arrangement, the Generator-owner shall submit their project schedule. This schedule and subsequent changes will be mutually agreed upon.

**3.0 Generation Scheduling**

Generators selling into the NYISO markets will submit bids as required by the NYISO. Testing and outages will also be scheduled per NYISO requirements.

In addition, for generation 10,000 kVA and larger:

To report the expected duration of a forced outage within 48 hours.

To report non-scheduled maintenance or forced outages upon occurrence.

To report 3-year planned maintenance outage requirements (expected duration, desired date and time) quarterly or as changed. The Generator-owner shall agree to an overall coordinated schedule to be provided by the Company.

The Company, at its discretion, may extend the above requirements to installations of smaller size than indicated.

The Generator-owner shall be required to supply reactive power support when directed by the Company's transmission system operator or NYISO up to the agreed specified limit.

#### 4.0 Design Review

Design review and acceptance by the Company shall not be construed to be an approval of the Generator-owner's installation in regard to its overall safety or adequacy, but shall simply signify that the proposed arrangement and equipment meets the Company's minimum requirements.

After receipt of the Generator-owner's written commitment and initial payment, the Generator-owner shall submit final design drawings as follows and proposed in-service date to the Company for acceptance. The drawings that are prepared by the Generator-owner's design professional shall be in conformance with ANSI Y32.2, IEEE 141, and IEEE 446 symbol and drafting nomenclature (see **Exhibit 3** for standard device numbers). The design submittals shall be uniformly prepared with references between components on separate drawings to create a complete design. Six (6) copies of the following are required during the approval process:

Functional single-line diagram

Three-line AC elementary diagram

DC elementary diagram (ladder diagrams are not acceptable)

Wiring Diagram

Equipment specifications including:

Generator

Generator Disconnect

Transformer

Generator circuit breaker or contactor or fuses

Main Service Equipment disconnect and circuit breaker or fuses

Switchgear

Relays and instrument transformers

Special equipment, i.e., inverters, isolation transformers, etc.

Drawings or documents as required for review of the service installation in addition to those in ESB 750 and supplements are:

Generator nameplate

Test reports for transformer, inverter (if applicable), and generator

Communication Information for telephone circuits

The Company will respond with review comments and final requirements for energization.

## **D. Compliance**

### **1.0 Confirmation**

The Company reserves the right to verify the Generator-owner's compliance to the Company's requirements as the installation progresses. Non-compliance may delay energization and/or synchronization.

### **2.0 Verification**

The Company shall be provided two (2) weeks advance written notice by the Generator-owner to witness or perform calibration of the designated devices for either energization, synchronization, or periodic verification. The Company at its sole discretion may review the test results from a qualified testing company for this verification.

The Company reserves the right to inspect the Generator-owner facilities and maintenance records to verify the correct operation of all equipment, which affects Company operation and safety.

### **3.0 Energization Prerequisites**

Prior to the Company energizing service to the Generator-owner's facility, the energization requirements of the applicable Company Electric System Bulletins shall be satisfied.

For service connections greater than 15kV, refer to the Company's Electric System Bulletin (ESB) No. 750 and the following supplements as appropriate.

ESB 752 - Services above 15,000 Volts

ESB 758 - Primary Service to Metal-enclosed Gear

The following set of corrected documents issued for construction (six (6) copies) shall be submitted at least four (4) weeks before service is to be energized:

Single line diagram showing all relay functions

Elementary diagrams

Wiring diagrams

Service ground grid and grounding drawings

Transformer test report (where applicable)

Inverter test report (where applicable)

Generator(s) test report

Ground grid test report

Generator-owner's relaying coordination study & settings

Operating contacts & phone numbers

Executed Interconnection Agreement – No facility shall be energized without an executed interconnection agreement

#### **4.0 Synchronization Prerequisites**

Before generation can be synchronized with the Company's power system, the following shall be satisfactory to the Company:

Special equipment as required, for necessary operating control, monitoring, and security on the Company's system, shall be operable.

The Company's verification testing of the Customer's generation control equipment shall be completed.

The Company shall verify the relay testing of the designated devices before the generation is permitted to parallel with the Company's system.

#### **5.0 Periodic**

The Company reserves the right to examine the Generator-owner's facility and perform or witness testing of any equipment or devices where both parties have a mutual interest at any time.

The Company will periodically check the Generator-owner's designated protective devices. A check will consist of a visual/mechanical examination of the designated required devices, seals (where applicable) and associated wiring. Where seals exist and if broken, the protective devices shall be recalibrated, tested and re-sealed by the Company.

The Generator-owner shall maintain an operating log at each generating facility indicating changes in operating status (available or unavailable, maintenance outages, trip indications or other unusual conditions found upon inspection). For generators which are "block-loaded" to a specific kW level, changes in this setting shall also be logged. This log shall be made available to the Company upon request.

#### **6.0 As-built Documents**

Within 90 days of synchronization, to ensure the Company's operating documents are complete for proper supply system operation, the Generator-owner shall submit, at a minimum, the following as-built documents (three (3) copies):

Functional single-line diagram

AC and DC control elementary diagrams

Protective Device Calibration and Test Reports

## **IV. SERVICE INSTALLATION**

### **A. Service Equipment**

The Generator-owner shall provide service entrance equipment as a part of their installation. The Generator-owner's service equipment shall be rated, at a minimum, for the maximum fault current available from the Company's supply and their own contribution from the generator(s), motors, etc.

### **B. Grounding**

As a minimum, the Generator-owner's generation equipment shall be grounded in accordance with the latest requirements of the National Electrical Code (NEC). For specific installations, refer to the applicable sections of this document.

### **C. Metering**

The Company reserves the right to determine that all metering schemes allow for the proper administration of all contracts and rates. Additional metering requirements are specified in the appropriate sections of this bulletin and the Company's tariff, PSC No. 207.

#### **1.0 Metering Location and Arrangement**

Proposed location and arrangement of Company metering equipment will be furnished by the Company and included on the Generator-owner's drawings when submitted for approval. Where energy will be sold to the Company, a credit metering system will be installed.

Normally, for installations with credit metering the connection of the Company's PT metering transformers is on the generator side of the CT's. The instantaneous relative polarity of metering transformers is critical to proper operation. CT's are polarized such that the polarity dot or marking is on the Company side.

#### **2.0 Billing and Credit Metering**

The Company will specify the quantity, type, rating, connections, location and arrangement of all equipment required for the metering of the Generator-owner's service inclusive of the sale and/or purchase of energy as well as the monitoring of compliance with all applicable laws, regulations and contracts. Individual kWh meters will either be equipped with a detent to prevent reverse registration, or will be capable of bi-directional measurement.

A metering system will be installed to continuously record kilowatt hours (kWh) on a time differentiated basis. (To and From Company), and depending on magnitude of Generator-owner's load and/or generation, kilowatt demand (kW) (From Company), and kilovar demand (kVAR) (From Company). For those installations having a "Buy All-Sell All" purchase agreement contract in effect, additional kilowatt hour (kWh) meters will also be installed on the output of the generator(s). Also, a recorder will be installed.

At the Generator-owner's request and cost, the Company will furnish equipment for demand pulse signals (analog or digital) at the point of the metering, which will represent the kW demand for operation of Generator-owner equipment. These signals are for information only and the Company shall not be liable for distorted or missing pulses. The Company will not provide time pulses.

Details of the installation requirements are covered in the appropriate Electric System Bulletin listed in this Supplement.

### **3.0 Non Residential On-Site Generation**

Non-Residential Customers with on-site generation (OSG) are subject to billing adjustments per the Company's Tariff. Additional metering will be installed at the Customer's expense in order to measure the appropriate adjustment.

### **4.0 Remote Acquisition of Meter Data**

A dedicated, voice grade communication circuit is required to be installed at the Company's meter board. This circuit shall be furnished and maintained by the Generator-owner.

The Customer is responsible for arranging the installation and paying all costs associated with dedicated analog dial phone lines, or other types of automatic meter reading being employed by the Company, to both the OSG and billing meters.

## **V. PLANT REQUIREMENTS**

### **A. Telemetry**

#### **1.0 Telemetry Criteria**

The Company reserves the right to determine all telemetry and supervisory control schemes to allow reliable operation of the electric system and for the proper administration of all contracts.

For all installations 5,000kW or larger, telemetry of data, control and/or status of devices as specified by the Company is required. The Company also reserves the right to extend the need for telemetry to less than 5,000 kW generation or where Merchant Plants desire this equipment for their NYISO requirements. This information is for the Company's Energy Management System (EMS) and will require the installation of Remote Terminal Unit (RTU) equipment in the Generator-owner's facilities.

The Company will furnish the telemetry Remote Terminal Unit (RTU), for the installation. The Company will specify the transducers, sensors or other components that the Generator-owner will purchase and acquire. Equipment furnished by the Company will remain Company property and will be maintained by the Company.

## 2.0 Telemetry Specifications

The RTU cabinet is typically 42" H-x 30" W-x 26" D shall be wall-mounted with the bottom edge 36" above the floor. A 5-foot clear working space shall be maintained in front of the mounting panel.

A dedicated 20A, 120VAC, single phase 60 hertz power circuit is required for the RTU cabinet. All conduit and wiring (minimum of No. 10 AWG copper) to the telemetry cabinet for this circuit shall enter the cabinet from the bottom. A three (3) foot length of all conductors shall be provided for final Company connection.

A dedicated 10A, 48V or 125V DC input is required to the Remote Terminal Unit (RTU) directly from the station battery.

The Generator-owner will be responsible for mounting this equipment in their installation, subject to Company approval. The Generator-owner will provide space, power and all input connections for this package, in the same area with the metering equipment. See ESB No. 752.

The following guidelines shall be adhered to:

The RTU shall be located indoors within 15 feet of the billing meters to facilitate testing and calibration.

The RTU shall be remote from heavy traffic areas, work areas and loading areas.

The RTU shall be remote from heat producing or high electrostatic or electromagnetic field producing equipment.

The RTU shall be remote from station batteries.

The analog inputs to the RTU shall be +1.0 ma DC at rated input, +2 ma D.C. maximum. The analog metered inputs required as metered at delivery point are as follows:

Net kW (+)	-	To the Company's System
Net kW (-)	-	From the Company's System
Net kVAR (+)	-	To the Company's System
Net kVAR (-)	-	From the Company's System

Where the Generator-owner's system includes generation and plant load, the metered values shall be the net sum of power from the Company's System, and the generation minus any internal plant load, which may be connected to the generator output circuits.

The Accumulator inputs to the RTU shall be:

Net kWh (+)	-	To the Company's System
Net kWh (-)	-	From the Company's System

The bi-directional metering equipment for telemetry shall be capable of providing instantaneous power and a pulse output that is proportional to integrated energy.

Additional inputs that normally will be required are:

Voltage (kV) - measured at the interconnection bus (service voltage)

Circuit breaker(s) control and/or status

Motor operated disconnect(s) status

Instantaneous value of frequency (Hz) - if so specified

Ring bus station voltage, current, active and reactive power at several locations.

Note: The Company will provide an EMS-RTU point list for inputs required at the Generator-owner facility.

## B. Telecommunications

### 1.0 Installation

The telephone equipment shall be located as close to the RTU cabinet as feasible.

A voice telephone dedicated for Company use, furnished and maintained by the Generator-owner, is required in the Control House for the Company's Traveling Operators.

The Generator-owner shall incur all costs for the telecommunications services.

#### **EXHIBIT 1: COMMUNICATIONS DATA**

The following information is needed for the telephone requirements of the installation at the Generator-owner's site:

##### A. SITE INFORMATION

1. Location name.
2. Location address.
3. Location telephone number.
4. Geographic location for circuit termination (bldg., floor and room).
5. Contact person's name, address and telephone number for engineering and access at the location.
6. As-built copy of substation ground grid and equipment grounding drawing. (Ground grid area - extent of ground potential rise zone of influence.)
7. Results of ground grid resistance test. (Ground grid impedance in ohms.)
8. Maximum line to ground fault including Generator-owner contribution. (Ground return fault current, which produces ground potential rise {GPR} - steady state RMS volts).
9. Nominal System Voltage (kV)
10. X/R ratio at worst fault condition.
11. Ground potential rise (GPR) under worst case single phase to ground fault (steady state RMS volts).
12. Circuit required due date.

**Transmission Provider's Description of its Upgrades  
and Best Estimate of Upgrade Costs**

The Transmission Provider shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Transmission Provider shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.

Bidirectional controls for 34.5 kV regulators	\$15,000
Estimated Annual Operation and Maintenance Expense of Interconnection Facilities and metering equipment	
34.5 kV regulator control maintenance	\$ 1,000
Total Estimated annual O&M	<u>\$ 1,000</u>

# **Attachment B**

Form of Notice

UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

Niagara Mohawk Power Corporation ) Docket No. ER06-\_\_\_-\_\_\_

NOTICE OF FILING

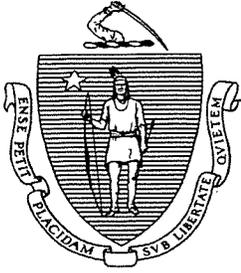
(August \_\_, 2006)

Take notice that on August 21, 2006, Niagara Mohawk Power Corporation, d/b/a National Grid ("Niagara Mohawk"), tendered for filing an Original Service Agreement No. 919 ("Service Agreement") between Niagara Mohawk and County of Monroe under the New York Independent System Operator's FERC Electric Tariff, Original Volume No. 1. Under the Service Agreement, Niagara Mohawk will provide interconnection service to County of Monroe for County of Monroe's 7.0 MW landfill gas generating facility in Bergen, New York.

Any person desiring to intervene or to protest this filing should file with the Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426, in accordance with Rules 211 and 214 of the Commission's Rules of Practice and Procedure (18 C.F.R. §§ 385.211 and 385.214). Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a motion to intervene. All such motions or protests should be filed on or before the comment date, and, to the extent applicable, must be served on the applicant and on any other person designated on the official service list. This filing is available for review at the Commission or may be viewed on the Commission's web site at <http://www.ferc.gov>, using the "e-Library" link. Enter the docket number excluding the last three digits in the docket number field to access the document. For assistance, contact FERC Online Support at [FERCOnlineSupport@ferc.gov](mailto:FERCOnlineSupport@ferc.gov) or toll-free at (866) 208-3676, or for TTY, contact (202) 502-8659. Protests and interventions may be filed electronically via the Internet in lieu of paper; see 18 C.F.R. § 385.2001(a)(1)(iii) and the instructions on the Commission's web site under the "e-Filing" link. The Commission strongly encourages electronic filings.

Comment date: \_\_\_\_\_

Magalie R. Salas  
Secretary



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

100 CAMBRIDGE ST., SUITE 1020  
BOSTON, MA 02114

Internet: [www.Mass.Gov/DOER](http://www.Mass.Gov/DOER)  
Email: [Energy@State.MA.US](mailto:Energy@State.MA.US)

**Deval L. Patrick**  
Governor

**Timothy P. Murray**  
Lieutenant Governor

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

**Philip Giudice**  
Commissioner

TELEPHONE  
617-727-4732

FACSIMILE  
617-727-0030  
617-727-0093

December 4, 2007

Paul Pabor  
Vice President of Renewable Energy  
WM Renewable Energy, LLC  
1001 Fannin, Suite 4000  
Houston, TX 77002

**RE: RPS Eligibility Decision**  
**Mill Seat Landfill [LG-1081-07]**  
**4.8 MW in Bergen, NY**

Dear Mr. Pabor,

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

Qualification of this Generation Unit is, however, subject to certain conditions that are detailed in the enclosed Statement of Qualification. Those conditions are based on provisions of the RPS Regulations at 225 CMR 14.05(5) that pertain to any Generation Unit that is located outside of the ISO New England Control Area.

In addition, please note that, when a NEPOOL GIS Import identification number is assigned to the Unit, you must inform the Division's RPS Program Manager of that number.

Each Massachusetts New Renewable Generation Unit is also assigned a unique Massachusetts RPS Identification Number (MA RPS ID#). The MA RPS ID # stated on the Statement of Qualification must be included in all correspondence with the Division. Mill Seat Landfill's MA RPS ID# is **LG-1081-07**.

The Division wishes to remind you of the notification requirements for changes in eligibility status contained in 225 CMR 14.06(3). The Owner or Operator of the Generation Unit shall submit notification of such changes to the Division no later than five days following the end of the month during which such changes were implemented. Also please inform the Division of any changes in capacity, contact information, and identity of the Owner or Operator.

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

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

Sincerely,



Robert Sydney  
General Counsel

Encl: Statement of Qualification

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

**Statement of Qualification**

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

This Statement of Qualification, provided by the Massachusetts Division of Energy Resources (the Division), signifies that the Generation Unit identified below meets the requirements for eligibility as a New Renewable Generation Unit, pursuant to the Renewable Energy Portfolio Standard 225 CMR 14.05, as of the approval date of the Application for Statement of Qualification, this **4<sup>th</sup> day of December 2007**.

Generation Unit Name, Location, and Capacity:

<b>Mill Seat Landfill</b> Bergen, NY 4.8 MW
---

Authorized Representative's Name and Address:

Paul Pabor Vice President of Renewable Energy WM Renewable Energy, LLC 1001 Fannin, Suite 4000 Houston, TX 77002
--

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

1. The Generation Unit Owner, Operator, or authorized agent shall provide to the Division by July 1st of each year a certification that the Generation Unit's New Renewable Generation Attributes used for compliance with the Massachusetts Renewable Energy Portfolio Standard during the previous Compliance Year have not otherwise been, nor will be, sold, retired, claimed or represented as part of electricity output or sales, or used to satisfy obligations in jurisdictions other than Massachusetts.
2. The portion of the total electrical energy output that qualifies as New Renewable Generation in a given time period shall meet the requirements of Rule 2.7 (c) of the NEPOOL GIS Operating Rules, or any successor rule, and Generation Unit Owner, Operator, or authorized agent must provide the following:
  - (a) Documentation, satisfactory to the Division, of a contract or other legally enforceable obligation(s) (Legal Obligations) that is executed between the Generation Unit Owner, Operator, or authorized agent and an electrical energy purchaser located in the ISO-NE Control Area for delivery of the Unit's electrical energy to the ISO-NE Control Area. Such documentation shall also include proof of associated transmission rights for delivery of the Unit's electrical energy from the Unit through the adjacent Control Area to the ISO-NE Control Area.

- (b) Documentation, satisfactory to the Division, that:
1. the electrical energy delivered pursuant to the Legal Obligation was settled in the ISO-NE Settlement Market System;
  2. the Generation Unit produced, during each hour of the applicable month, the amount of MWhs claimed, as verified by the NEPOOL GIS administrator; if the originating Control Area employs a Generation Information System that is comparable to the NEPOOL GIS, such system may be used to support such documentation;
  3. the electrical energy delivered under the Legal Obligation received a North American Electric Reliability Council Tag (NERC Tag) confirming transmission from the originating Control Area to the ISO-NE Control Area; and
  4. the New Renewable Generation Attributes have not otherwise been, nor will be, sold, retired, claimed, used or represented as part of electrical energy output or sales, or used to satisfy obligations in jurisdictions other than Massachusetts.

This Unit's NEPOOL-GIS Identification Number is:

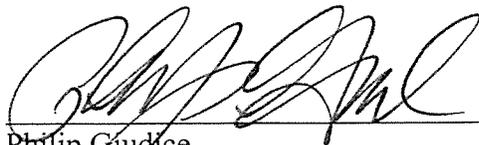
(pending)

*The Owner, Operator, or authorized agent of the New Renewable Generation Unit is responsible for expeditiously informing the Division of the NEPOOL-GIS Identification Number upon its assignment by the NEPOOL-GIS Administrator.*

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

**MA RPS ID #: LG-1081-07**

Pursuant to 225 CMR 14.06, the Owner, Operator, or authorized agent of the New Renewable Generation Unit is responsible for notifying the Division of any changes in the characteristics of the Generation Unit that could affect its eligibility status. The Owner, Operator, or authorized agent of the Generation Unit is also responsible for notifying the Division of any changes in the Unit's ownership, generation capacity, or contact information. The Division may suspend or revoke this Statement of Qualification if the Owner, Operator, or authorized agent of a New Renewable Generation Unit fails to comply with 225 CMR 14.00, including the provisions of this Statement of Qualification.



Philip Giudice  
Commissioner  
Division of Energy Resources

Date: 12/4/07



# STATE OF CONNECTICUT

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

**DOCKET NO. 08-02-12 APPLICATION OF WM RENEWABLE ENERGY, LLC FOR  
QUALIFICATION OF MILL SEAT LANDFILL AS A CLASS  
I RENEWABLE ENERGY SOURCE**

April 16, 2008

By the following Commissioners:

Anthony J. Palermino  
Anne C. George  
John W. Betkoski, III

## **DECISION**

### **I. INTRODUCTION**

#### **A. SUMMARY**

In this Decision, the Department of Public Utility Control (Department) determines that WM Renewable Energy, LLC's Mill Seat 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 CT00257-08.

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

By application dated February 29, 2008, WM Renewable Energy, LLC (WM Renewable or Petitioner) requested that the Department determine that Mill Seat Landfill generating facility qualifies as a Class I renewable energy source.

Mill Seat Landfill is a methane gas from landfill facility located in Bergen, New York. Mill Seat Landfill began commercial operation on July 19, 2007, and has a rated capacity of 4.8 MW.

**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 WM Renewable Energy, LLC, 1001 Fannin, Suite 4000, Houston, TX 77002, and the Office of Consumer Counsel, Ten Franklin Square, New Britain, Connecticut 06051, as participants in this proceeding.

**II. DEPARTMENT ANALYSIS**

Pursuant to the General Statutes of Connecticut (Conn. Gen. Stat.), "Class I renewable energy source" includes energy derived from methane gas from landfills.

Conn Gen. Stat. §16-245a(b), defines geographic eligibility to include energy imported into the control area of the regional independent system operator pursuant to New England Power Pool Generation Information System Rule (NEPOOL GIS) 2.7(c), as in effect on January 1, 2006.

As provided in the application, Mill Seat Landfill is a methane gas from landfill facility located at 303 Brew Road, Bergen, NY 14416. Mill Seat Landfill is currently owned by WM Renewable Energy, LLC. The Petitioner indicates that this methane gas from landfill facility has a rated capacity of 4.8MW. As such, the project produces energy derived from methane gas from a landfill in New York. New York is recognized as an adjacent control area by the Independent System Operator of New England. Therefore, the facility geographically qualifies to import power into the control area pursuant to NEPOOL GIS rule 2.7(c) and subsequently receive renewable energy certificates.

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

**III. FINDINGS OF FACT**

1. Mill Seat Landfill is a methane gas from landfill facility located in Bergen, New York.
2. Mill Seat Landfill is currently owned by WM Renewable Energy, LLC.
3. Mill Seat Landfill began operation on July 19, 2007.
4. Mill Seat Landfill has a rated capacity of 4.8 megawatts.

#### **IV. CONCLUSION**

Based on the evidence submitted, the Department finds that Mill Seat Landfill qualifies as a Class I renewable generation source pursuant to Conn. Gen. Stat. § 16-1(a)(26).

The Department assigns each renewable generation source a unique Connecticut Renewable Portfolio Standard (RPS) registration number. Mill Seat Landfill's Connecticut RPS registration number is CT00257-08.

The Department's determination in this docket is based on the information submitted by WM Renewable 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 WM Renewable 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. 08-02-12 APPLICATION OF WM RENEWABLE ENERGY, LLC FOR  
QUALIFICATION OF MILL SEAT LANDFILL AS A CLASS  
I RENEWABLE ENERGY SOURCE**

This Decision is adopted by the following Commissioners:

Anthony J. Palermino

Anne C. George

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

April 16, 2008

---

Date

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
PUBLIC UTILITIES COMMISSION

IN RE: APPLICATION FOR STANDARD CERTIFICATION DOCKET NO. 3925  
AS ELIGIBLE RENEWABLE ENERGY RESOURCE FILED  
BY WASTE MANAGEMENT RENEWABLE ENERGY, L.L.C.

ORDER

WHEREAS, Effective January 1, 2006, the Rhode Island Public Utilities Commission ("Commission") adopted Rules and Regulations Governing the Implementation of a Renewable Energy Standard (RES Regulations) including requirements for applicants seeking certification as an Eligible Renewable Energy Resource under the RES Regulations<sup>1</sup> pursuant to the Renewable Energy Act, Section 39-26-1 et. seq. of the General Laws of Rhode Island; and

WHEREAS, On February 25, 2008, Waste Management Renewable Energy, L.L.C. ("Company", Authorized Representative: LaToya Glenn, Contract Manager, 1001 Fannin, Ste. 4000, Houston, TX 77002 (phone) 713.328.7357 (fax) 713.287.2423 (email) lglenn@wm.com) filed with the Commission an application seeking certification for its Mill Seat Landfill Generation Unit, a 4.8 MW Eligible Biomass-Landfill Methane energy Generation Unit located in Bergen, NY, as an eligible New Renewable Energy Resource under the State of Rhode Island RES Regulations; and

WHEREAS, Pursuant to Section 6.0 and other relevant Sections of the RES Regulations, a thirty (30) day period for public comment was provided during which time no comments were received, and

---

<sup>1</sup> State of Rhode Island and Providence Plantations Public Utilities Commission Rules and Regulations Governing the Implementation of a Renewable Energy Standard – Date of Public Notice: September 23, 2005, Date of Public Hearing: October 12, 2005, Effective Date: January 1, 2006.

WHEREAS, After examination, the Commission is of the opinion that the application is proper, reasonable and in compliance with the RES Regulations, and hereby grants the Company certification as an eligible renewable energy resource pursuant to the Renewable Energy Act, Section 39-26-1 et. seq. of the General Laws of Rhode Island; and

WHEREAS, The Commission's determination in this docket is based on the information submitted by the Company, and the Commission may reverse its ruling or revoke the Applicant's certification if any material information provided by the Applicant proves to be false or misleading.

Accordingly, it is

(19313) ORDERED:

1) That the Mill Seat Landfill Generation Unit, meets the requirements for eligibility as a New, Eligible Biomass Renewable Energy Resource with its 4.8 MW, Grid-Connected Generation Unit having a Commercial Operation Date of July 19, 2007 and located a Control Area adjacent to NEPOOL in Bergen, NY.

2) That the Generation Unit's NEPOOL-GIS Identification Number is 32645.

3) That the Company's Generation Unit as identified above is hereby assigned unique certification number RI -3925-N08.

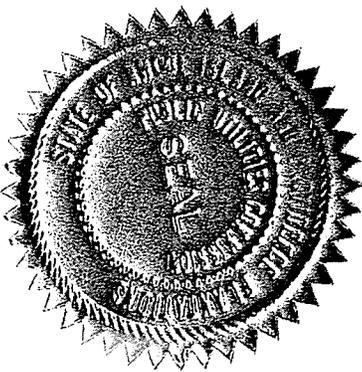
4) That, as a Generation Unit located in a control area adjacent to NEPOOL, eligibility is granted only to the extent that the energy produced by the Generation Unit is actually delivered into NEPOOL for consumption by New England customers where delivery of such energy from the Generation Unit into NEPOOL is verified in accordance with Sections 5.1(ii) and 5.1(iii) of the RES regulations.

5) That, although the Commission will rely upon the documentation specified in Sections 5.1(ii) and 5.1(iii) of the RES Regulations and the NEPOOL GIS for verification of production of energy from the Company's Generation Unit certified as eligible in this Order, the Company will provide information and access as necessary to the Commission, or persons acting at its behest, to conduct audits or site visits to assist in verification of continued eligibility for and compliance with RI RES Certification at any time at the Commission's discretion. Such continuing verification shall include a quarterly affidavit and supporting documentation of use of eligible fuels.

6) That the Company shall notify the Commission in the event of a change in the facility's eligibility status.

DATED AND EFFECTIVE AT WARWICK, RHODE ISLAND ON JUNE 12, 2008 PURSUANT TO AN OPEN MEETING DECISION. WRITTEN ORDER ISSUED JUNE 19, 2008.

PUBLIC UTILITIES COMMISSION



*Elia Germani*

Elia Germani, Chairman

*Robert B. Hofbrook*

Robert B. Hofbrook, Commissioner

*Mary E. Bray*

Mary E. Bray, Commissioner

**EXECUTION COPY**

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

This Agreement dated as of 22 June, 2007 (this "Agreement") is between **WM Renewable Energy, LLC** ("Seller") and **Constellation NewEnergy, Inc.** ("Buyer") (each individually a "Party" and collectively the "Parties") regarding a power purchase and sale transaction on the terms and conditions set forth herein.

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

REF: \_\_\_\_\_

Trade Date:

Buyer: **Constellation NewEnergy, Inc.**

Seller: WM Renewable Energy, LLC

Facility: Seller's Mill Seat, New York landfill gas facility ("Facility").

Delivery Point: Seller's interconnection point with the [Niagara Mohawk] ("Utility") transmission system, such point known as PTID 323607 in Zone B, NY according to the New York Independent System Operator (or any successor or replacement entity administering transmission reliability and control of the electricity grid, the "ISO").

Delivery Period: Commencing HE 1:00 EPT July 15, 2007 and continuing through and including HE 24:00 December 31, 2009 (including NERC Holidays)

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

- (a) The positive net electric energy exported from the Facility and measured at the Revenue Meters ("Energy");
- (b) up to 4.8 MW of ISO Rest of State Unforced Capacity ("UCAP"), which quantity of UCAP shall be the quantity determined by the ISO after any required demonstrated maximum net capacity ("DMNC") testing. Seller shall, at its own expense (and in coordination with Buyer in accordance with "ISO Bidding, Scheduling and Billing" below) conduct (or cause to be conducted) DMNC testing for the Facility as required by the ISO as applicable to the Facility;
- (c) all ancillary services and other payments and benefits attributable to, and to which the Facility is entitled; and

- (d) any and all environmental or renewable energy attributes associated with the generation of Energy (including any renewable energy credits or renewable energy certificates) for export delivery into the New England Power Pool (or its successor, "NEPOOL") and meeting renewable portfolio standards under applicable Massachusetts law and/or any other applicable state law as designated by Buyer ("RECs").

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

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

**Hourly Quantity Of Energy:** Approximately 4.3 MW per hour on average, but ranging between 0 MWWhs and in no event in excess of 4.5MWWhs

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

**Price:** USD \$95.40 PER MEGAWATT HOUR of Energy delivered during the Delivery Period (the "Price"), which Price constitutes full compensation to Seller for all Product generated by or to which the Facility is entitled. Buyer shall not be entitled to any discount to the Price in the event that one or more components of the Product are absent because they were not produced or because the Facility is not entitled to such Product component; provided, however, that, Seller shall pay all costs, expenses and/or charges by the ISO or any third party in respect of the Facility's back-up and maintenance power requirements and shall indemnify Buyer for any such costs, expenses and/or charges paid by Buyer in respect thereof.

**Scheduling:** Seller shall provide Buyer, by 3:00 pm Eastern time each Thursday during the Delivery Period, an estimated hourly Energy generation schedule for the next 7 days (a "Schedule") for the Facility in substantially the form of Exhibit A hereto, and Seller shall provide a revised hourly Energy generation schedule in the event that any Schedule previously submitted by Seller to Buyer is modified by Seller

or otherwise. Any such revised Schedules delivered by Seller to Buyer in respect of a Sunday, Monday or Tuesday shall be submitted and confirmed by Seller to Buyer no later than the preceding Friday at 3:00 pm Eastern time.

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

**Outages:** Seller will inform Buyer immediately of any limitations, restrictions, deratings, curtailments or outages affecting the Facility (without regard to whether such events or circumstances constitute Force Majeure hereunder) and will promptly update its notice to the extent of any changes in this information. Seller shall take Planned Outages in accordance with the schedule attached hereto as Exhibit B, as modified and clarified by Seller and set forth in the Schedule to be delivered by Seller to Buyer pursuant hereto. "Planned Outage" means any outage other than Forced Outages U1-Unplanned (Forced) Outage-Immediate, U2-Unplanned (Forced) Outage-Delayed, or U3-Unplanned (Forced) Outage-Postponed, each as defined in the NERC Generating Unit Availability Data System (GADS) Data Reporting Instructions, page III-7, 10/02.

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

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

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

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

RECs: Seller shall deliver to Buyer, or cause to be delivered, the contract quantity of RECs as soon as they become available for delivery in accordance with the NEPOOL GIS Operating Rules, but in no case later than five (5) Business Days after the beginning of the relevant trading period(s). "NEPOOL GIS" means the New England Power Pool Generation Information System, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, that accounts for the generation attributes of electricity generated within New England. The RECs shall comply with and shall be eligible to satisfy the Massachusetts Renewable Energy Portfolio Standard, the delivery of which shall represent a transfer of, title to and claim over all RECs or emission attributes associated with the specified MWh generated by the Facility. Each Party agrees in good faith to cooperate and use commercially reasonable efforts to enable Buyer successfully to own, market, sell, trade or otherwise dispose of, the purchased RECs, all in accordance with Massachusetts' Renewable Portfolio Standard, the NEPOOL GIS Operating Rules, and at Buyer's option, any other renewable attributes trading system or commercially recognized system for transferring or retiring RECs applicable to environmental (or renewable energy) attributes associated with electricity generated in the State of New York that may become commonly used to assess the environmental quality of electric energy during the Delivery Period. Seller shall (a) procure the necessary certifications for qualification under the NEPOOL GIS Operating Rules, the Massachusetts Renewable Portfolio Standards, and other applicable attributes trading systems designated by Buyer under this Agreement; (b) comply with, and maintain the documentation required under such certification standards; (c) comply with any ISO or NEPOOL GIS Operating Rules requirements applicable to RECs; and (d) cooperate with Buyer in connection with (i) the completion of Buyer documentation to register the RECs in the name of Buyer, and/or (ii) to allow Buyer to resell the RECs. Within one hundred twenty (120) days following the end of each calendar year (or such other time mutually agreed by the Parties), Seller shall provide to Buyer a written statement of RECs sold to Buyer during the preceding calendar year. Buyer will be responsible for maintaining and accounting for all RECs transferred to Buyer hereunder on the ISO or NEPOOL GIS Operating Rules tracking system.

## 2. Performance, Title & Delivery.

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

## 3. Liability For Non-Performance.

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

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

(c) Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

#### 4. Billing and Payment.

Each month, Buyer shall transmit to Seller a statement setting forth the total amount due for the Product delivered by Seller during the prior month or portion thereof during the Delivery Period, which amounts shall be calculated based upon the data received from the Revenue Meters confirming the quantity of Energy delivered by the Facility at the Delivery Point during such month. Such statement shall also include any other charges due from or to Seller, including liquidated damages, interest, or payments or credits between the Parties relating to prior or contemporaneous transactions or previous deliveries under this Agreement. Absent data from the Revenue Meters as to actual quantities of Energy delivered at the Delivery Point, billing and payment will be based on scheduled quantities, with adjustments made in the next billing cycle to reflect any deviations between estimates and actual Energy deliveries at the Delivery Point. On the twentieth (20th) day of each month after a month during the Delivery Period when Energy was delivered hereunder, Buyer shall pay, by wire transfer in accordance with the Notices Section hereof, the amount due in respect of all Products delivered during the immediately preceding month. Overdue payments shall accrue interest thereon from, and including, the due date thereof, to, but excluding, the date of payment, at two (2) percent over the per annum prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" (the "Interest Rate"); provided, however, that the Interest Rate shall never exceed the maximum rate permitted by applicable law. If Seller, in

good faith and within six (6) months after the date it receives a statement from Buyer pursuant to this Section 4, disputes the accuracy of a statement, Buyer shall provide a written explanation of the basis for the dispute and Buyer shall pay the portion of such statement conceded by Seller to be correct no later than the due date. If any amount withheld by Buyer is ultimately determined to be due to Seller, it shall be paid within ten (10) days of such determination, along with interest accrued at the Interest Rate from the date due until the date paid. Inadvertent overpayments shall be returned by Seller upon request or deducted by Seller from subsequent statements. "Business Day" means a day on which Federal Reserve member banks in New York City are open for business and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Standard (or Daylight) time.

5. Netting.

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

6. Force Majeure.

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

7. Default.

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

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

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

#### 8. Limitation of Remedies, Liability and Damages.

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

#### 9. Records Retention, Audit, Insurance.

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

#### 10. Representations and Warranties.

Each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it has and shall maintain all regulatory authorizations necessary for it to legally perform its obligations under this Agreement (whether from the Utility, the ISO or any regulatory body) and any other documentation relating to this Agreement to which it is a party; (iii) the execution, delivery and performance of this Agreement and any other documentation relating to this Agreement to which it is a party are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it; (iv) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; (v) there are no bankruptcy proceedings pending or being contemplated by it or, to its knowledge, threatened against it; (vi) there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement or any other document relating to this Agreement to which it is a party; and (vii) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement.

11. Master Document.

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

12. Governing Law; Forward Contract.

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

13. Notices.

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

To Buyer:

**NOTICES & CORRESPONDENCE:**

Constellation NewEnergy, Inc.  
810 Seventh Avenue, Suite 400  
New York, NY 10019

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

**PAYMENTS:**

Buyer Bank: Citibank-Delaware  
Acct: 38721321  
ABA Routing # 031100209  
Reference:  
Confirmation:

**INVOICES:**

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

**SCHEDULING & OPERATIONAL CORRESPONDENCE:**

Constellation NewEnergy, Inc.  
111 Market Place, 5th Floor  
Baltimore, MD 21202  
FAX No.: (410) 468-3673  
Phone No.: (410) 468-3630  
Attn: 24-Hour Operations Desk  
RealtimeDesk@Constellation.com

To Seller:

**NOTICES & ALL CORRESPONDENCE:**

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

Bank:

**PAYMENTS:**

ABA Routing # 111000614  
Acct No. 644366668  
Contact: Controller  
Tel: \_\_\_\_\_

**OPERATIONAL CORRESPONDENCE**

[FACILITY OPERATOR]

Phone No.:

Fax No.:

14. Assignment.

Neither Party shall assign this Agreement or its rights or obligations hereunder without the prior written consent of the other Party; provided, however, either Party may, without the consent of the other Party (i) transfer, sell, pledge encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements (without relieving itself from liability hereunder), (ii) transfer or assign this Agreement to an affiliate of such Party, which affiliate's creditworthiness is comparable to or higher than that of the transferring Party at the time of transfer, or (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all

of the assets of such Party, so long as such transferee's or assignee's creditworthiness is comparable to or higher than that of the transferring or assigning Party's creditworthiness at the time of transfer. In each such case, any assignee shall agree to in writing be bound by the terms and conditions hereof.

15. Performance Assurance

Should either Party have reasonable grounds to believe that the creditworthiness of the other Party has become unsatisfactory, then the dissatisfied Party (the "Requesting Party") may require assurance of the other Party's ability to perform any obligation hereunder. Such assurance ("Performance Assurance") may include (i) posting of a letter of credit in favor of the Requesting Party by an issuing bank reasonably acceptable to the Requesting Party, (ii) posting of cash collateral with the Requesting Party, or (iii) other security reasonably acceptable to the Requesting Party; provided, however, that in no event shall the Requesting Party require the value of such Performance Assurance on any day to exceed the amount that would be payable by the other Party as a termination payment under Section 7. In the event that such other Party fails to provide such Performance Assurance within two (2) Business Days from the date of such Party's receipt of the Requesting Party's request, then an Event of Default shall be deemed to have occurred and the Requesting Party shall be entitled to the remedies set forth under the Default section above, as the Non-Defaulting Party.]

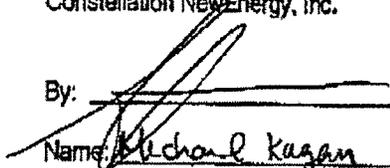
16. General.

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

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

Regards,

Constellation New Energy, Inc.

By: 

Name: Michael Kagan

Title: Chief Commercial Officer

Agreed by Seller:

WM Renewable Energy, LLC

By: 

Name: Paul Pabor

Title: Vice President

**EXHIBIT A**

Form of Energy Generation Schedule

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

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Page: \_\_\_\_\_

Date of Dispatch: \_\_\_\_\_

Fax to: Constellation NewEnergy, Inc.

111 Market Place, Suite 500

Baltimore, MD 21202

Fax No. \_\_\_\_\_

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

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

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

Signed: \_\_\_\_\_  
[WASTE MANAGEMENT ENTITY]

Date: \_\_\_\_\_

**EXHIBIT B**

**PLANNED OUTAGE SCHEDULE**

<b><u>Month</u></b>	<b><u>Plant Section</u></b>	<b>Duration <u>(days)</u></b>
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**New York State Department of Environmental Conservation**  
Permit ID: 8-2648-00014/00011      Facility DEC ID: 8264800014



**Permit Under the Environmental Conservation Law (ECL)**

**ARTICLE 19: AIR POLLUTION CONTROL - TITLE V PERMIT**

**IDENTIFICATION INFORMATION**

Permit Issued To: MONROE COUNTY  
39 WEST MAIN ST  
ROCHESTER, NY 14614-1218

Facility: RIGA/MILL SEAT LANDFILL  
303 BREW RD  
BERGEN, NY 14416

Authorized Activity By Standard Industrial Classification Code:  
4953 - REFUSE SYSTEMS

Permit Effective Date: 09/11/2006

Permit Expiration Date: 09/10/2011



**LIST OF CONDITIONS**

**FEDERALLY ENFORCEABLE CONDITIONS**

**Facility Level**

- 1 6NYCRR 200.6: Acceptable Ambient Air Quality
- 2 6NYCRR 201-6.5(a)(7): Fees
- 3 6NYCRR 201-6.5(c): Recordkeeping and reporting of compliance monitoring
- 4 6NYCRR 201-6.5(c)(2): Monitoring, Related Recordkeeping, and Reporting Requirements.
- 5 6NYCRR 201-6.5(c)(3)(ii): Compliance Certification
- 6 6NYCRR 201-6.5(e): Compliance Certification
- 7 6NYCRR 202-2.1: Compliance Certification
- 8 6NYCRR 202-2.5: Recordkeeping requirements
- 9 6NYCRR 215: Open Fires Prohibited at Industrial and Commercial Sites
- 10 6NYCRR 200.7: Maintenance of Equipment
- 11 6NYCRR 201-1.7: Recycling and Salvage
- 12 6NYCRR 201-1.8: Prohibition of Reintroduction of Collected Contaminants to the air
- 13 6NYCRR 201-3.2(a): Exempt Sources - Proof of Eligibility
- 14 6NYCRR 201-3.3(a): Trivial Sources - Proof of Eligibility
- 15 6NYCRR 201-6.5(a)(4): Standard Requirement - Provide Information
- 16 6NYCRR 201-6.5(a)(8): General Condition - Right to Inspect
- 17 6NYCRR 201-6.5(d)(5): Standard Requirements - Progress Reports
- 18 6NYCRR 201-6.5(f)(6): Off Permit Changes
- 19 6NYCRR 202-1.1: Required Emissions Tests
- 20 6NYCRR 211.3: Visible Emissions Limited
- 21 40CFR 68: Accidental release provisions.
- 22 40CFR 82, Subpart F: Recycling and Emissions Reduction
- 23 6NYCRR 201-6: Emission Unit Definition
- 24 6NYCRR 201-6.5(f): Compliance Certification
- 25 6NYCRR 201-6.5(g): Non Applicable requirements
- 26 6NYCRR 201-7: Facility Permissible Emissions
- \*27 6NYCRR 201-7: Capping Monitoring Condition
- \*28 6NYCRR 201-7: Capping Monitoring Condition
- \*29 6NYCRR 201-7: Capping Monitoring Condition
- \*30 6NYCRR 201-7: Capping Monitoring Condition
- \*31 6NYCRR 201-7: Capping Monitoring Condition
- 32 6NYCRR 227-2.3(c): Compliance Certification
- 33 6NYCRR 227-2.4(f)(2)(iii): Compliance Certification
- 34 6NYCRR 227-2.4(f)(2)(iii): Compliance Certification
- 35 6NYCRR 227-2.6(c): Compliance Certification
- 36 40CFR 60.4, NSPS Subpart A: EPA Region 2 address.
- 37 40CFR 60.8(b), NSPS Subpart A: Performance test methods.
- 38 40CFR 60.8(c), NSPS Subpart A: Required performance test information.
- 39 40CFR 60.8(d), NSPS Subpart A: Prior notice.



- 40 40CFR 60.8(e), NSPS Subpart A: Performance testing facilities.
  - 41 40CFR 60.8(f), NSPS Subpart A: Number of required tests.
  - 42 40CFR 60.9, NSPS Subpart A: Availability of information.
  - 43 40CFR 60.11(d), NSPS Subpart A: Compliance with Standards and Maintenance Requirements
  - 44 40CFR 60.12, NSPS Subpart A: Circumvention.
  - 45 40CFR 60.752(b)(1), NSPS Subpart WWWW: Standards for air emissions from MSW landfills
  - 46 40CFR 60.752(b)(2), NSPS Subpart WWWW: Standards for air emissions from MSW landfills
  - 47 40CFR 60.754(a)(1), NSPS Subpart WWWW: Calculation of Non-Methane Organic Carbon (NMOC) Emissions
  - 48 40CFR 60.754(a)(2), NSPS Subpart WWWW: NMOC Calculation - Tier 1
  - 49 40CFR 60.754(a)(3), NSPS Subpart WWWW: NMOC Calculation - Tier 2
  - 50 40CFR 60.757(a), NSPS Subpart WWWW: Reporting requirements - Initial design capacity
  - 51 40CFR 60.757(b), NSPS Subpart WWWW: Reporting requirements - NMOC emission rate
  - 52 40CFR 60.758(a), NSPS Subpart WWWW: Compliance Certification
  - 53 40CFR 61.154, NESHAP Subpart M: Asbestos-containing waste material standard for active waste disposal sites
- Emission Unit Level**
- 54 6NYCRR 201-6: Emission Point Definition By Emission Unit
  - 55 6NYCRR 201-6: Process Definition By Emission Unit

**EU=1-LANDF,Proc=002**  
56 6NYCRR 212.6(a): Compliance Certification

**EU=P-00001**  
57 6NYCRR 227-1.3(a): Compliance Certification

**STATE ONLY ENFORCEABLE CONDITIONS**

**Facility Level**

- 58 ECL 19-0301: Contaminant List
- 59 6NYCRR 201-1.4: Unavoidable noncompliance and violations
- 60 6NYCRR 211.2: Air pollution prohibited

**Emission Unit Level**

**EU=1-LANDF,Proc=001**  
61 6NYCRR 212.4(a): Emissions from new emission sources and/or modifications

**EU=1-LANDF,Proc=002**  
62 6NYCRR 212.4(a): Emissions from new emission sources and/or modifications

**EU=1-LANDF,Proc=003**

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63 6NYCRR 212.4(a): Emissions from new emission sources and/or  
modifications

NOTE: \* preceding the condition number indicates capping.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



order to maintain compliance with the conditions of this permit.

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

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

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

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

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

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

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



Act;

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

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

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

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

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

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

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

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

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



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

**Item L:**

**Permit Exclusion - ECL 19-0305**

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

**Item M:**

**Federally Enforceable Requirements - 40 CFR 70.6(b)**

All terms and conditions in this permit required by the Act or any applicable requirement, including any provisions designed to limit a facility's potential to emit, are enforceable by the Administrator and citizens under the Act. The Department has, in this permit, specifically designated any terms and conditions that are not required under the Act or under any of its applicable requirements as being enforceable under only state regulations.

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

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

**Condition 1:**

**Acceptable Ambient Air Quality**

Effective between the dates of 09/11/2006 and 09/10/2011

**Applicable Federal Requirement: 6NYCRR 200.6**

**Item 1.1:**

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

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

**Condition 2: Fees**  
Effective between the dates of 09/11/2006 and 09/10/2011

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

**Item 2.1:**

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

**Condition 3: Recordkeeping and reporting of compliance monitoring**  
Effective between the dates of 09/11/2006 and 09/10/2011

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

**Item 3.1:**

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

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

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

**Condition 4: Monitoring, Related Recordkeeping, and Reporting Requirements.**  
Effective between the dates of 09/11/2006 and 09/10/2011

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

**Item 4.1:**

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



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

**Condition 5:      Compliance Certification**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

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

**Item 5.1:**

The Compliance Certification activity will be performed for the Facility.

**Item 5.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES

Monitoring Description:

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

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

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

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



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

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

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

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

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



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

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

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

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)  
Reports due 30 days after the reporting period.  
The initial report is due 1/30/2007.  
Subsequent reports are due every 6 calendar month(s).

**Condition 6: Compliance Certification**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

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

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

**Item 6.2:**  
Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES  
Monitoring Description:  
Requirements for compliance certifications with terms and conditions contained in this facility permit include the



following:

i. Compliance certifications shall contain:

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

and

- such additional requirements as may be specified elsewhere in this permit related to compliance certification.

ii. The responsible official must include in the annual certification report all terms and conditions contained in this permit which are identified as being subject to certification, including emission limitations, standards, or work practices. That is, the provisions labeled herein as "Compliance Certification" are not the only provisions of this permit for which an annual certification is required.

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

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

USEPA Region 2

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

The address for the RAPCE is as follows:

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

The address for the BQA is as follows:

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

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

**Condition 7: Compliance Certification**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

**Applicable Federal Requirement: 6NYCRR 202-2.1**

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

**Item 7.2:**  
Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES

Monitoring Description:

Emission statements shall be submitted on or before April  
15th each year for emissions of the previous calendar  
year.

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

**Condition 8: Recordkeeping requirements**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

**Applicable Federal Requirement: 6NYCRR 202-2.5**



**Item 8.1:**

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

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

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

**Condition 9: Open Fires Prohibited at Industrial and Commercial Sites**  
Effective between the dates of 09/11/2006 and 09/10/2011

**Applicable Federal Requirement: 6NYCRR 215**

**Item 9.1:**

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

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

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

**Condition 10: Maintenance of Equipment**  
Effective between the dates of 09/11/2006 and 09/10/2011

**Applicable Federal Requirement: 6NYCRR 200.7**

**Item 10.1:**

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

**Condition 11: Recycling and Salvage**  
Effective between the dates of 09/11/2006 and 09/10/2011

**Applicable Federal Requirement: 6NYCRR 201-1.7**



**Item 11.1:**

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

**Condition 12: Prohibition of Reintroduction of Collected Contaminants to the air**  
Effective between the dates of 09/11/2006 and 09/10/2011

**Applicable Federal Requirement: 6NYCRR 201-1.8**

**Item 12.1:**

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

**Condition 13: Exempt Sources - Proof of Eligibility**  
Effective between the dates of 09/11/2006 and 09/10/2011

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

**Item 13.1:**

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

**Condition 14: Trivial Sources - Proof of Eligibility**  
Effective between the dates of 09/11/2006 and 09/10/2011

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

**Item 14.1:**

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

**Condition 15: Standard Requirement - Provide Information**  
Effective between the dates of 09/11/2006 and 09/10/2011



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

**Item 15.1:**

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

**Condition 16:    General Condition - Right to Inspect**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

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

**Item 16.1:**

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

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

**Condition 17:    Standard Requirements - Progress Reports**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

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

**Item 17.1:**

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

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



preventive or corrective measures adopted.

**Condition 18: Off Permit Changes**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

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

**Item 18.1:**

No permit revision will be required for operating changes that contravene an express permit term, provided that such changes would not violate applicable requirements as defined under this Part or contravene federally enforceable monitoring (including test methods), recordkeeping, reporting, or compliance certification permit terms and conditions. Such changes may be made without requiring a permit revision, if the changes are not modifications under any provision of title I of the act and the changes do not exceed the emissions allowable under the permit (whether expressed therein as a rate of emissions or in terms of total emissions) provided that the facility provides the administrator and the department with written notification as required below in advance of the proposed changes within a minimum of seven days. The facility owner or operator, and the department shall attach each such notice to their copy of the relevant permit.

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

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

**Condition 19: Required Emissions Tests**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

**Applicable Federal Requirement: 6NYCRR 202-1.1**

**Item 19.1:**

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

**Condition 20: Visible Emissions Limited**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

**Applicable Federal Requirement: 6NYCRR 211.3**

**Item 20.1:**

Except as permitted by a specific part of this Subchapter and for open fires for which a restricted burning permit has been issued, no person shall cause or allow any air contamination source to emit any material

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having an opacity equal to or greater than 20 percent (six minute average) except for one continuous six-minute period per hour of not more than 57 percent opacity.

**Condition 21: Accidental release provisions.**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

**Applicable Federal Requirement: 40CFR 68**

**Item 21.1:**

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

- a) The owner or operator shall comply with the provisions of 40 CFR Part 68 and;
- b) The owner or operator shall submit at the time of permit issuance (if not previously submitted) one of the following, if such quantities are present:
  - 1) A compliance schedule for meeting the requirements of 40 CFR Part 68 by the date provided in 40 CFR §68.10(a) or,
  - 2) A certification statement that the source is in compliance with all requirements of 40 CFR Part 68, including the registration and submission of the Risk Management Plan. Information should be submitted to:

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

**Condition 22: Recycling and Emissions Reduction**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

**Applicable Federal Requirement: 40CFR 82, Subpart F**

**Item 22.1:**

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

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

**Condition 23: Emission Unit Definition**  
**Effective between the dates of 09/11/2006 and 09/10/2011**



**Applicable Federal Requirement: 6NYCRR 201-6**

**Item 23.1:**

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

Emission Unit: 1-LANDF

Emission Unit Description:

The emission unit includes the uncontrolled fugitive emissions from the Mill Seat Landfill resulting from the decomposition of municipal solid waste. The emission unit also includes 4 candlestick flares for odor control, one 900- cfm open flare, one 3,500-cfm enclosed flare, and two 1.5 million gallon leachate storage tanks.

Building(s): LANDFILL

**Item 23.2:**

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

Emission Unit: P-00001

Emission Unit Description:

The proposed emission unit is a landfill gas-to-energy plant, consisting of six (6) Caterpillar 3516 engine/generator sets that will use LFG to generate electricity for sale. Each engine/generator set is designed to produce 1148 bhp. The plant will also contain insignificant activities such as crankcase breather vents, and storage tanks/drums for motor oil, transmission fluid, etc.

Building(s): GASPLANT

**Condition 24: Compliance Certification**  
Effective between the dates of 09/11/2006 and 09/10/2011

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

**Item 24.1:**

The Compliance Certification activity will be performed for the Facility.

**Item 24.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES

Monitoring Description:

Operational Flexibility Plan

I. Protocol Objective



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

## II. Protocol

### A. Criteria

1. Changes reviewed under this protocol in shall be evaluated in accordance with the following criteria:
  - a. All underlying federal and state requirements with which the new or changed emission source must comply must exist in the Title V permit. Existing permit conditions may be amended to reference or include the new or changed emission source and any related information, and/or, subject to DEC approval, new conditions proposed, to provide the appropriate monitoring parameters.
  - b. Any new or changed emission source shall not be part of a source project that results in a significant net emissions increase that exceeds the NSR thresholds identified in 6 NYCRR Part 231-2 or 40 CFR 52.21.
  - c. The facility shall not use the protocol to make physical changes or changes in the method of operation of existing emission sources that would require a new or modified federally enforceable cap either to avoid major New Source Review requirements or to address and comply with other Clean Air Act requirements such as RACT. Such changes must be addressed via the significant permit modification provisions.

### B. Notification Requirements for Changes Reviewed under Protocol

1. The facility shall notify the Department in writing of the proposed change.
2. Notifications made in accordance with this protocol will include the following documentation:



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

**C. Review and Approval of Changes**

1. The Department shall respond to the permittee in writing with a determination within 15 days of receipt of the notification from the permittee.
2. The Department may require a permit modification, in order to impose new applicable requirements or additional permit conditions if it determines that changes proposed pursuant to notification do not meet the criteria under III.A or that the change may have a significant air quality impact or be otherwise



potentially significant under SEQRA (6NYCRR Part 617).

3. The Department may require that the permittee not undertake the proposed change until it completes a more detailed review of the proposed change, which may include potential air quality impacts and/or applicable requirements. The Department's determination shall include a listing of information required for further review, if necessary.

**D. Additional Compliance Obligations for Changes Made Under this Protocol**

1. Upon commencement of the change, the facility shall comply with all applicable requirements and permit conditions, including any amended or proposed in accordance with III.A.1.a above.

2. The facility shall provide with the semi-annual monitoring report, a summary of the changes made in accordance with this protocol and a statement of the compliance status of each. Changes reported should include all those made during the corresponding period and any earlier changes that have not yet been incorporated into the permit.

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 1/30/2007.

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

**Condition 25: Non Applicable requirements**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

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

**Item 25.1:**

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

40CFR 60-A.7(b)

Reason: The facility is not subject to this section until they

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meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-A.7(c)**

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-A.7(d)**

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-A.7(f)**

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-A.18(c)**

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-A.18(d)**

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-A.18(e)**

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-A.18(f)**

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-WWW.753(a)**

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Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-WWW.753(b)**

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-WWW.753(c)**

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-WWW.753(d)**

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-WWW.753(e)**

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-WWW.753(f)**

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-WWW.753(g)**

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-WWW.754(b)**

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

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**40CFR 60-WWW.754(d)**

**Reason:** The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-WWW.755(a)**

**Reason:** The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-WWW.755(b)**

**Reason:** The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-WWW.755(c)**

**Reason:** The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-WWW.755(d)**

**Reason:** The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-WWW.755(e)**

**Reason:** The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-WWW.756(a)**

**Reason:** The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**40CFR 60-WWW.756(b)**

**Reason:** The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.



40CFR 60-WWW.756(f)

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

40CFR 60-WWW.757(d)

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

40CFR 60-WWW.757(e)

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

40CFR 60-WWW.757(f)

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

40CFR 60-WWW.757(g)

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

40CFR 60-WWW.758(b)

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

40CFR 60-WWW.758(c)

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

40CFR 60-WWW.758(d)

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas

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collection and control.

40CFR 60-WWW.758(e)

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

40CFR 60-WWW.759(a)

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

40CFR 60-WWW.759(c)

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

40CFR 63-A.6(e)(3)

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

40CFR 63-AAAA.1955(b)

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

40CFR 63-AAAA.1980(a)

Reason: The facility is not subject to this section until they meet the requirements of 40CFR60-WWW.752(b)(2) which is to equal or exceed 50 Mg/yr of NMOC and install gas collection and control.

**Condition 26: Facility Permissible Emissions**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

**Applicable Federal Requirement: 6NYCRR 201-7**

**Item 26.1:**

The sum of emissions from the emission units specified in this permit shall not equal or exceed the following

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Potential To Emit (PTE) rate for each regulated contaminant:

CAS No: 000630-08-0      PTE: 960,600 pounds per year  
Name: CARBON MONOXIDE

CAS No: 0NY210-00-0      PTE: 383,000 pounds per year  
Name: OXIDES OF NITROGEN

**Condition 27: Capping Monitoring Condition**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

**Applicable Federal Requirement: 6NYCRR 201-7**

**Item 27.1:**

Under the authority of 6 NYCRR Part 201-7, this condition contains an emission cap for the purpose of limiting emissions from the facility, emission unit or process to avoid being subject to the following applicable requirement(s) that the facility, emission unit or process would otherwise be subject to:

40CFR 52-A.21

**Item 27.2:**

Operation of this facility shall take place in accordance with the approved criteria, emission limits, terms, conditions and standards in this permit.

**Item 27.3:**

The owner or operator of the permitted facility must maintain all required records on-site for a period of five years and make them available to representatives of the Department upon request. Department representatives must be granted access to any facility regulated by this Subpart, during normal operating hours, for the purpose of determining compliance with this and any other state and federal air pollution control requirements, regulations or law.

**Item 27.4:**

On an annual basis, unless otherwise specified below, beginning one year after the granting of an emissions cap, the responsible official shall provide a certification to the Department that the facility has operated all emission units within the limits imposed by the emission cap. This certification shall include a brief summary of the emissions subject to the cap for that time period and a comparison to the threshold levels that would require compliance with an applicable requirement.

**Item 27.5:**

The emission of pollutants that exceed the applicability thresholds for an applicable requirement, for which the facility has obtained an emissions cap, constitutes a violation of Part 201 and of the Act.

**Item 27.6:**

The Compliance Certification activity will be performed for the facility:  
The Compliance Certification applies to:

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Emission Unit: 1-LANDF

Regulated Contaminant(s):  
CAS No: 000630-08-0      CARBON MONOXIDE

**Item 27.7:**  
Compliance Certification shall include the following monitoring:

Capping: Yes  
Monitoring Type: INTERMITTENT EMISSION TESTING  
Monitoring Description:

The facility must show that they are in compliance with the 480.3 tons/yr limit for carbon monoxide. An emissions test is required for each type of enclosed flare. These tests must be completed within 180 days of startup of the engine plant.

A second emissions tests for the above mentioned emission sources must also be completed no later than 180 days prior to renewal of the TV permit.

Upper Permit Limit: 480.3 tons per year  
Reference Test Method: 40CFR60 APP A-10  
Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION  
Averaging Method: 1-HOUR AVERAGE  
Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE

**Condition 28: Capping Monitoring Condition**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

**Applicable Federal Requirement: 6NYCRR 201-7**

**Item 28.1:**  
Under the authority of 6 NYCRR Part 201-7, this condition contains an emission cap for the purpose of limiting emissions from the facility, emission unit or process to avoid being subject to the following applicable requirement(s) that the facility, emission unit or process would otherwise be subject to:

6NYCRR 231-2  
40CFR 52-A.21

**Item 28.2:**  
Operation of this facility shall take place in accordance with the approved criteria, emission limits, terms, conditions and standards in this permit.

**Item 28.3:**  
The owner or operator of the permitted facility must maintain all required records on-site for a period of

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five years and make them available to representatives of the Department upon request. Department representatives must be granted access to any facility regulated by this Subpart, during normal operating hours, for the purpose of determining compliance with this and any other state and federal air pollution control requirements, regulations or law.

**Item 28.4:**

On an annual basis, unless otherwise specified below, beginning one year after the granting of an emissions cap, the responsible official shall provide a certification to the Department that the facility has operated all emission units within the limits imposed by the emission cap. This certification shall include a brief summary of the emissions subject to the cap for that time period and a comparison to the threshold levels that would require compliance with an applicable requirement.

**Item 28.5:**

The emission of pollutants that exceed the applicability thresholds for an applicable requirement, for which the facility has obtained an emissions cap, constitutes a violation of Part 201 and of the Act.

**Item 28.6:**

The Compliance Certification activity will be performed for the facility:  
The Compliance Certification applies to:

Emission Unit: 1-LANDF

Regulated Contaminant(s):

CAS No: 0NY210-00-0 OXIDES OF NITROGEN

**Item 28.7:**

Compliance Certification shall include the following monitoring:

Capping: Yes

Monitoring Type: INTERMITTENT EMISSION TESTING

Monitoring Description:

The facility must show that they are in compliance with the 191.5 tons/yr limit for oxides of nitrogen. An emissions test is required for each type of enclosed flare. These tests must be completed within 180 days of startup of the engine plant.

A second emissions tests for the above mentioned emission sources must also be completed no later than 180 days prior to renewal of the TV permit.

Upper Permit Limit: 191.5 tons per year

Reference Test Method: EPA Method 7, 7E, or 19

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION

Averaging Method: 1-HOUR AVERAGE

Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE



**Condition 29: Capping Monitoring Condition**  
Effective between the dates of 09/11/2006 and 09/10/2011

**Applicable Federal Requirement: 6NYCRR 201-7**

**Item 29.1:**

Under the authority of 6 NYCRR Part 201-7, this condition contains an emission cap for the purpose of limiting emissions from the facility, emission unit or process to avoid being subject to the following applicable requirement(s) that the facility, emission unit or process would otherwise be subject to:

6NYCRR 231-2  
40CFR 52-A.21

**Item 29.2:**

Operation of this facility shall take place in accordance with the approved criteria, emission limits, terms, conditions and standards in this permit.

**Item 29.3:**

The owner or operator of the permitted facility must maintain all required records on-site for a period of five years and make them available to representatives of the Department upon request. Department representatives must be granted access to any facility regulated by this Subpart, during normal operating hours, for the purpose of determining compliance with this and any other state and federal air pollution control requirements, regulations or law.

**Item 29.4:**

On an annual basis, unless otherwise specified below, beginning one year after the granting of an emissions cap, the responsible official shall provide a certification to the Department that the facility has operated all emission units within the limits imposed by the emission cap. This certification shall include a brief summary of the emissions subject to the cap for that time period and a comparison to the threshold levels that would require compliance with an applicable requirement.

**Item 29.5:**

The emission of pollutants that exceed the applicability thresholds for an applicable requirement, for which the facility has obtained an emissions cap, constitutes a violation of Part 201 and of the Act.

**Item 29.6:**

The Compliance Certification activity will be performed for the Facility.

Regulated Contaminant(s):  
CAS No: 0NY210-00-0 OXIDES OF NITROGEN

**Item 29.7:**

Compliance Certification shall include the following monitoring:

Capping: Yes  
Monitoring Type: WORK PRACTICE INVOLVING SPECIFIC



**OPERATIONS**

**Monitoring Description:**

The sum of emissions of oxides of nitrogen from this facility are limited to 191.5 tons/year calculated on a rolling 12 month total. This cap limits the facility PTE to avoid applicability to New Source Review. Facility will keep monthly records of all oxides of nitrogen emissions in a format acceptable to the Department. The facility shall keep records of gas burned and oxygen readings at each engine to calculate the monthly emissions.

Records of gas burned in conjunction with AP-42 or other confirmed emission factors may be used to calculate monthly emissions for the candlestick flares, open flares, and other NOx sources.

Work Practice Type: PARAMETER OF PROCESS MATERIAL  
Process Material: LANDFILL GAS  
Parameter Monitored: FLOW  
Upper Permit Limit: 191.5 tons per year  
Monitoring Frequency: MONTHLY  
Averaging Method: 12 MONTH AVERAGE - ROLLED MONTHLY  
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)  
Reports due 30 days after the reporting period.  
The initial report is due 1/30/2007.  
Subsequent reports are due every 6 calendar month(s).

**Condition 30: Capping Monitoring Condition**  
Effective between the dates of 09/11/2006 and 09/10/2011

**Applicable Federal Requirement: 6NYCRR 201-7**

**Item 30.1:**

Under the authority of 6 NYCRR Part 201-7, this condition contains an emission cap for the purpose of limiting emissions from the facility, emission unit or process to avoid being subject to the following applicable requirement(s) that the facility, emission unit or process would otherwise be subject to:

40CFR 52-A.21

**Item 30.2:**

Operation of this facility shall take place in accordance with the approved criteria, emission limits, terms, conditions and standards in this permit.

**Item 30.3:**

The owner or operator of the permitted facility must maintain all required records on-site for a period of five years and make them available to representatives of the Department upon request. Department

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representatives must be granted access to any facility regulated by this Subpart, during normal operating hours, for the purpose of determining compliance with this and any other state and federal air pollution control requirements, regulations or law.

**Item 30.4:**

On an annual basis, unless otherwise specified below, beginning one year after the granting of an emissions cap, the responsible official shall provide a certification to the Department that the facility has operated all emission units within the limits imposed by the emission cap. This certification shall include a brief summary of the emissions subject to the cap for that time period and a comparison to the threshold levels that would require compliance with an applicable requirement.

**Item 30.5:**

The emission of pollutants that exceed the applicability thresholds for an applicable requirement, for which the facility has obtained an emissions cap, constitutes a violation of Part 201 and of the Act.

**Item 30.6:**

The Compliance Certification activity will be performed for the facility:

The Compliance Certification applies to:

Emission Unit: P-00001

Regulated Contaminant(s):

CAS No: 000630-08-0 CARBON MONOXIDE

**Item 30.7:**

Compliance Certification shall include the following monitoring:

Capping: Yes

Monitoring Type: INTERMITTENT EMISSION TESTING

Monitoring Description:

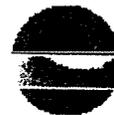
The facility must show that they are in compliance with the 480.3 tons/yr limit for carbon monoxide. An emission test using 40CFR60 APP A-10 must be completed on each engine type. The Department will determine which engine(s) is to be tested utilizing the procedures specified under 6NYCRR Part 227-2.6(c) of this permit for emissions testing for oxides of nitrogen. These tests must be completed within 180 days of startup of the engine plant.

A second emissions tests for the above mentioned emission sources must also be completed no later than 180 days prior to renewal of the TV permit.

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Upper Permit Limit: 480.3 tons per year

Reference Test Method: 40CFR60 APP A-10

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING

**DESCRIPTION**

Averaging Method: 1-HOUR AVERAGE

Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE

**Condition 31: Capping Monitoring Condition**

Effective between the dates of 09/11/2006 and 09/10/2011

**Applicable Federal Requirement: 6NYCRR 201-7**

**Item 31.1:**

Under the authority of 6 NYCRR Part 201-7, this condition contains an emission cap for the purpose of limiting emissions from the facility, emission unit or process to avoid being subject to the following applicable requirement(s) that the facility, emission unit or process would otherwise be subject to:

40CFR 52-A.21

**Item 31.2:**

Operation of this facility shall take place in accordance with the approved criteria, emission limits, terms, conditions and standards in this permit.

**Item 31.3:**

The owner or operator of the permitted facility must maintain all required records on-site for a period of five years and make them available to representatives of the Department upon request. Department representatives must be granted access to any facility regulated by this Subpart, during normal operating hours, for the purpose of determining compliance with this and any other state and federal air pollution control requirements, regulations or law.

**Item 31.4:**

On an annual basis, unless otherwise specified below, beginning one year after the granting of an emissions cap, the responsible official shall provide a certification to the Department that the facility has operated all emission units within the limits imposed by the emission cap. This certification shall include a brief summary of the emissions subject to the cap for that time period and a comparison to the threshold levels that would require compliance with an applicable requirement.

**Item 31.5:**

The emission of pollutants that exceed the applicability thresholds for an applicable requirement, for which the facility has obtained an emissions cap, constitutes a violation of Part 201 and of the Act.

**Item 31.6:**

The Compliance Certification activity will be performed for the Facility.

Regulated Contaminant(s):

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CAS No: 000630-08-0      CARBON MONOXIDE

**Item 31.7:**

Compliance Certification shall include the following monitoring:

Capping: Yes

Monitoring Type: WORK PRACTICE INVOLVING SPECIFIC OPERATIONS

Monitoring Description:

The sum of emissions of carbon monoxide from this facility are limited to 480.3 tons/year calculated on a rolling 12 month total. This cap limits the facility PTE to avoid applicability New Source Review. Facility will keep monthly records of all carbon monoxide emissions in a format acceptable to the Department. The facility shall keep records of gas burned at each engine to calculate the monthly emissions. The monthly emissions shall be calculated using the monthly flow and the CO emissions factor determined by the most recent approved performance test.

Records of gas burned in conjunction with AP-42 or other confirmed emission factors may be used to calculate monthly emissions for the candlestick flares, open flares, and other carbon monoxide sources.

Work Practice Type: PARAMETER OF PROCESS MATERIAL

Process Material: LANDFILL GAS

Parameter Monitored: FLOW

Upper Permit Limit: 480.3 tons per year

Monitoring Frequency: MONTHLY

Averaging Method: 12 MONTH AVERAGE - ROLLED MONTHLY

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 1/30/2007.

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

**Condition 32: Compliance Certification**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

**Applicable Federal Requirement: 6NYCRR 227-2.3(c)**

**Item 32.1:**

The Compliance Certification activity will be performed for the Facility.

Regulated Contaminant(s):

CAS No: 0NY210-00-0      OXIDES OF NITROGEN



**Item 32.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES

Monitoring Description:

The facility is subject to the NOx RACT requirements of 6NYCRR Part 227-2. The facility is required to submit an operating plan as described in 6NYCRR Part 227-2.3(c) to the Department for approval. The facility must operate the applicable NOx sources in accordance with the approved operating plan. This will ensure that the engines are operating under the same conditions as the most recent approved performance test. The document shall be updated when any changes occur.

The plan must include provisions to maintain daily fuel usage records and to perform maintenance on each internal combustion engine in use at the facility in accordance with the facility's Operations and Maintenance Manual.

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION

Reporting Requirements: ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 1/30/2007.

Subsequent reports are due every 12 calendar month(s).

**Condition 33: Compliance Certification**

**Effective between the dates of 09/11/2006 and 09/10/2011**

**Applicable Federal Requirement: 6NYCRR 227-2.4(f)(2)(iii)**

**Item 33.1:**

The Compliance Certification activity will be performed for the Facility.

Regulated Contaminant(s):

CAS No: 0NY210-00-0    OXIDES OF NITROGEN

**Item 33.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: MONITORING OF PROCESS OR CONTROL DEVICE PARAMETERS AS SURROGATE

Monitoring Description:

The facility will limit NOx emissions from each engine to 2.0 grams per brake horsepower-hour. The facility will

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measure and record oxygen levels in the exhaust stack of each engine on a monthly basis. The output/emissions from the engines are regulated by an air/fuel ratio controller, which automatically adjusts the air/fuel ratio of the inlet fuel supply as needed. The range of oxygen levels is based on manufacturer's specifications of an engine operating at full load. This range may be modified based on the most recent approved emissions test.

Parameter Monitored: OXYGEN CONTENT  
Lower Permit Limit: 6.3 percent  
Upper Permit Limit: 9.0 percent  
Monitoring Frequency: MONTHLY  
Averaging Method: RANGE - NOT TO FALL OUTSIDE OF STATED RANGE AT ANY TIME  
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)  
Reports due 30 days after the reporting period.  
The initial report is due 1/30/2007.  
Subsequent reports are due every 6 calendar month(s).

**Condition 34: Compliance Certification**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

**Applicable Federal Requirement: 6NYCRR 227-2.4(f)(2)(iii)**

**Item 34.1:**

The Compliance Certification activity will be performed for the facility:  
The Compliance Certification applies to:

Emission Unit: P-00001

Regulated Contaminant(s):  
CAS No: 0NY210-00-0    OXIDES OF NITROGEN

**Item 34.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING

Monitoring Description:

In order to show compliance with the NO<sub>x</sub> RACT standard of sources firing landfill gas of 2.0 grams per brake horsepower-hour, the facility is required to conduct instantaneous testing over a 15-minute period (in order to ensure a stabilized reading) semiannually per calendar year using a portable NO<sub>x</sub> analyzer. The sampling will be done in accordance with the analyzer manufacturer's recommendations for testing and calibration (using non-EPA



methods).

The facility shall use the average flow exhaust rate determined in the most recent approved performance test in order to convert the concentration measured to a mass rate for the purpose of demonstrating compliance with the specified limit.

Upper Permit Limit: 2.0 grams per brake horsepower-hour  
Reference Test Method: Method (See Monitoring Description)  
Monitoring Frequency: SEMI-ANNUALLY  
Averaging Method: AVERAGING METHOD - SEE MONITORING DESCRIPTION  
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)  
Reports due 30 days after the reporting period.  
The initial report is due 1/30/2007.  
Subsequent reports are due every 6 calendar month(s).

**Condition 35: Compliance Certification**  
Effective between the dates of 09/11/2006 and 09/10/2011

Applicable Federal Requirement: 6NYCRR 227-2.6(c)

**Item 35.1:**

The Compliance Certification activity will be performed for the facility:  
The Compliance Certification applies to:

Emission Unit: P-00001

Regulated Contaminant(s):  
CAS No: 0NY210-00-0 OXIDES OF NITROGEN

**Item 35.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING

Monitoring Description:

In order to show compliance with the NOx RACT standard of sources firing landfill gas of 2.0 grams per brake horsepower-hour, the facility is required to conduct an emission test under 6NYCRR Part 227-2.6(a)(7). In accordance with this requirement, the facility must:

- 1) submit a compliance test protocol to the Department for approval at least 30 days prior to emission testing. The conditions of the testing and the locations of the sampling devices must be acceptable to the Department;

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and

2) utilize the procedures set forth in 40 CFR Part 60, Appendix A or any other method acceptable to the Department and the Administrator for determining compliance with the NO<sub>x</sub> limit of 2.0 grams per brake horsepower-hour, and must, in addition, follow the procedures set forth in 6NYCRR Part 202 as follows:

For stationary internal combustion engines, utilize Method 7, 7E, or 19 from 40 CFR Part 60, Appendix A or another reference method approved by the Department;

3) submit a compliance test report containing the results of the emission test to the Department no later than 60 days after completion of the emission test.

The facility should complete the initial performance test no later than 180 days of startup of the engine plant. The facility must conduct the required emissions test at 100% +/- 10% load on each engine type determined by the Department. The Department will base its decision using the NO<sub>x</sub> emission rates as determined by the portable NO<sub>x</sub> analyzer prior to the emissions test.

Prior to renewal of the Title V permit, the facility must complete a second performance test utilizing procedures for engine selection and testing as described above. This performance test must be completed no later than 180 days prior to expiration of the Title V permit.

Upper Permit Limit: 2.0 grams per brake horsepower-hour

Reference Test Method: EPA Method 7, 7E or 19

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING

DESCRIPTION

Averaging Method: 1-HOUR AVERAGE

Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE

**Condition 36: EPA Region 2 address.**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

**Applicable Federal Requirement: 40CFR 60.4, NSPS Subpart A**

**Item 36.1:**

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

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

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

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

**Condition 37: Performance test methods.**  
Effective between the dates of 09/11/2006 and 09/10/2011

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

**Item 37.1:**  
Performance testing shall be conducted in accordance with the methods and procedures prescribed in 40 CFR 60 or by alternative methods and procedures approved by the Administrator.

**Condition 38: Required performance test information.**  
Effective between the dates of 09/11/2006 and 09/10/2011

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

**Item 38.1:**  
Performance tests shall be conducted under such conditions specified by the Administrator, based upon representative performance data supplied by the owner or operator of the facility.

**Condition 39: Prior notice.**  
Effective between the dates of 09/11/2006 and 09/10/2011

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

**Item 39.1:**  
The owner or operator shall provide the Administrator with prior notice of any performance test at least 30 days in advance of testing.

**Condition 40: Performance testing facilities.**  
Effective between the dates of 09/11/2006 and 09/10/2011

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



**Item 40.1:**

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

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

**Condition 41: Number of required tests.**  
Effective between the dates of 09/11/2006 and 09/10/2011

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

**Item 41.1:**

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

**Condition 42: Availability of information.**  
Effective between the dates of 09/11/2006 and 09/10/2011

**Applicable Federal Requirement: 40CFR 60.9, NSPS Subpart A**

**Item 42.1:**

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

**Condition 43: Compliance with Standards and Maintenance Requirements**  
Effective between the dates of 09/11/2006 and 09/10/2011

**Applicable Federal Requirement: 40CFR 60.11(d), NSPS Subpart A**

**Item 43.1:**

At all times, including periods of startup, shutdown, and malfunction, owners and operators of this facility 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 minimizing emissions. Determination of whether acceptable operating and maintenance procedures are being used will be based on information available to the Department and the Administrator which may include, but is not limited to, monitoring results, opacity observations, review of operating and maintenance procedures, and inspection of the source.

**Condition 44: Circumvention.**  
Effective between the dates of 09/11/2006 and 09/10/2011



**Applicable Federal Requirement: 40CFR 60.12, NSPS Subpart A**

**Item 44.1:**

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

**Condition 45: Standards for air emissions from MSW landfills**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

**Applicable Federal Requirement: 40CFR 60.752(b)(1), NSPS Subpart WWW**

**Item 45.1:**

Owner or operator of a municipal solid waste (MSW) landfill having a design capacity equal to or greater than 2.5 million megagrams and 2.5 million cubic meters, shall either comply with 40 CFR Part 60.752(b)(2) or calculate a non-methane organic compound (NMOC) emission rate for the landfill using the procedures specified in 40 CFR Part 60.754. The NMOC emission rate shall be recalculated annually, except as provided in 40 CFR Part 60.757(b)(1)(ii).

1) If the calculated NMOC emission rate is less than 50 megagrams per year, the owner or operator shall:

i) Submit an annual emission report to the Administrator, except as provided for in 40 CFR Part 60.757(b)(1)(ii); and

ii) Recalculate the NMOC emission rate annually using the procedures specified in 40 CFR Part 60.754(a)(1) until such time as the calculated NMOC emission rate is equal to or greater than 50 megagrams per year. If upon recalculation the NMOC emission rate is equal to or greater than 50 megagrams per year, the owner or operator shall install a collection and control system in compliance with 40 CFR Part 60.752(b)(2).

**Condition 46: Standards for air emissions from MSW landfills**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

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

**Item 46.1:**

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

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

A) The collection and control system as described in the plan shall meet the design



requirements of paragraph (ii) below.

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

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

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

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

A) An active gas collection system shall:

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

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

3) collect gas at a sufficient extraction rate; and

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

(B) A passive collection system shall:

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

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

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

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



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

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

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

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

**Condition 47: Calculation of Non-Methane Organic Carbon (NMOC) Emissions  
Effective between the dates of 09/11/2006 and 09/10/2011**

**Applicable Federal Requirement: 40CFR 60.754(a)(1), NSPS Subpart WWW**

**Item 47.1:**

The landfill owner or operator shall calculate the NMOC emission rate using the equation provided below. The values to be used in the equation are 0.05 per year for  $k$ , 170 cubic meters per megagram for  $L_0$  and 4,000 parts per million by volume as hexane for  $C_{NMOC}$ .

i) The following equation shall be used:

$$M_{NMOC} = \sum 2kL_0M_i(e^{-kt_i})(C_{NMOC})(3.6 \times 10^{-9})$$

where,

$M_{NMOC}$  = Total NMOC emission rate from the landfill, megagrams per year

$k$  = methane generation rate constant, year<sup>-1</sup>

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

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

$t_i$  = age of the  $i^{\text{th}}$  section, years

$C_{NMOC}$  = concentration of NMOC, parts per million by volume as hexane

$3.6 \times 10^{-9}$  = conversion factor.

The mass of the nondegradable waste may be subtracted from the total mass of solid waste in a

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particular section of the landfill when calculating the value for  $M_i$  if the documentation provisions of 40 CFR Part 60.758(d)(2) are followed.

**Condition 48: NMOC Calculation - Tier 1**

**Effective between the dates of 09/11/2006 and 09/10/2011**

**Applicable Federal Requirement: 40CFR 60.754(a)(2), NSPS Subpart WWW**

**Item 48.1:**

The owner or operator shall compare the calculated NMOC mass emission rate to the standard of 50 megagrams per year.

1) If the NMOC mass emission rate calculated in 40 CFR Part 60.754(a)(1) is less than 50 megagrams per year, then the landfill owner shall submit a mass emission rate report as provided in 40 CFR Part 60.757(b)(1), and shall recalculate the NMOC mass emission rate annually as required under 40 CFR Part 60.752(b)(1).

2) If the calculated NMOC mass emission rate is equal to or greater than 50 megagrams per year, then the landfill owner shall either comply with 40 CFR Part 60.752(b)(2), or determine the site-specific NMOC concentration and recalculate the NMOC mass emission rate using the procedures provided in 40 CFR Part 60.754(a)(3).

**Condition 49: NMOC Calculation - Tier 2**

**Effective between the dates of 09/11/2006 and 09/10/2011**

**Applicable Federal Requirement: 40CFR 60.754(a)(3), NSPS Subpart WWW**

**Item 49.1:**

The landfill owner or operator shall determine the NMOC concentration using the following sampling procedure. The landfill owner or operator 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. The owner or operator shall collect and analyze one sample of landfill gas from each probe to determine the NMOC concentration using either, Method 25 or 25C of 40 CFR Part 60 Appendix A. Method 18 of Appendix A may be used to analyze the samples collected by the Method 25 or 25C sampling procedure. 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. Terminate compositing before the cylinder approaches ambient pressure where measurement accuracy diminishes. If using Method 18, the owner or operator must identify all compounds in the sample and, as 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. As a minimum, the instrument must be calibrated for each of the compounds on the list. Convert the concentration of each Method 18 compound to CNMOC as hexane by multiplying by the ratio of its carbon atoms divided by six. If more than the required number of samples are taken, all samples must be

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used in the analysis. The landfill owner or operator must divide the NMOC concentration from Method 25 or 25C of Appendix A of this part by six to convert from  $C_{\text{NMOC}}$  as carbon to  $C_{\text{NMOC}}$  as hexane. 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. For these systems, a minimum of three samples must be collected from the header pipe.

1) The landfill owner or operator shall recalculate the NMOC mass emission rate using the equations provided in 40 CFR Part 60.754(a)(1)(i) or (ii) and using the average NMOC concentration from the collected samples instead of the default value in the equation provided in 40 CFR Part 60.754(a)(1).

2) If the resulting mass emission rate calculated using the site-specific NMOC concentration is equal to or greater than 50 megagrams per year, then the landfill owner or operator shall either comply with 40 CFR Part 60.752(b)(2), or determine the site-specific methane gas generation rate constant and recalculate the NMOC emission rate using the site-specific methane generation rate using the procedure specified in 40 CFR Part 60.754(a)(4).

3) If the resulting NMOC mass emission rate is less than 50 megagrams per year, the owner or operator shall submit a periodic estimate of the emission rate report as provided in 40 CFR Part 60.757(b)(1) and retest the site-specific NMOC concentration every 5 years using the methods specified in this condition.

**Condition 50: Reporting requirements - Initial design capacity**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

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

**Item 50.1:**

Owner or operator shall submit an initial design capacity report to the Administrator.

1) The initial design capacity report shall fulfill the requirements of the notification of the date construction is commenced as required under 40 CFR Part 60.7(a)(1) and shall be submitted no later than 90 days after the date of commenced construction.

2) The initial design capacity report shall contain the following information:

i) A map or plot of the landfill, providing the size and location of the landfill, and identifying all areas where solid waste may be landfilled according to the permit issued by NYSDEC;

ii) The maximum design capacity of the landfill. Where the maximum design capacity is specified in the permit issued by NYSDEC, a copy of the permit specifying the maximum design capacity may be submitted as part of the report. If the maximum design capacity of the landfill is not specified in the permit, the maximum design capacity shall be calculated using good engineering practices. The



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calculations shall be provided, along with the relevant parameters as part of the report. The State or Administrator may request other reasonable information as may be necessary to verify the maximum design capacity of the landfill.

**Condition 51:    Reporting requirements - NMOC emission rate**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

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

**Item 51.1:**

Owner or operator shall submit an NMOC emission rate report to the Administrator initially and annually thereafter, except as provided in (1)(ii) or (3) below. The Administrator may request such additional information as may be necessary to verify the reported NMOC emission rate.

1) The NMOC emission rate report shall contain an annual or 5-year estimate of the NMOC emission rate, calculated using the formula and procedures provided in 40 CFR Part 60.754(a) or (b), as applicable.

i) The initial NMOC emission rate report may be combined with the initial design capacity report required by 40 CFR Part 60.757(a) and shall be submitted no later than 90 days after the date of commenced construction. Subsequent NMOC emission rate reports shall be submitted annually thereafter, except as provided for in (1)(ii) and (3) below.

ii) If the estimated NMOC emission rate as reported in the annual report to the Administrator is less than 50 megagrams per year in each of the next 5 consecutive years, the owner or operator 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 calculations upon which this estimate is based shall be provided to the Administrator. This estimate shall be revised at least once every 5 years. 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 Administrator. The revised estimate shall cover the 5-year period beginning with the year in which the actual waste acceptance rate exceeded the estimated waste acceptance rate.

2) The NMOC emission rate report shall include all data, calculations, sample reports and measurements used to estimate the annual or 5-year emissions.

3) Owner or operator is exempted from the requirements in paragraphs (1) and (2) above, after installation of a collection and control system in compliance with 40 CFR Part 60.752(b)(2), during such time as the collection and control system is in operation and in compliance with 40 CFR Part 60.753 and Part 60.755

**Condition 52:    Compliance Certification**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

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

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**Item 52.1:**

The Compliance Certification activity will be performed for the Facility.

**Item 52.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES

Monitoring Description:

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

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 1/30/2007.

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

**Condition 53: Asbestos-containing waste material standard for active waste disposal sites**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

**Applicable Federal Requirement: 40CFR 61.154, NESHAP Subpart M**

**Item 53.1:**

Owner or operator shall comply with the requirements of 40 CFR Part 61.154 when accepting asbestos-containing waste material from any source required to comply with 40 CFR Part 61.149, 61.150, or 61.155.

**\*\*\*\* Emission Unit Level \*\*\*\***

**Condition 54: Emission Point Definition By Emission Unit**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

**Applicable Federal Requirement: 6NYCRR 201-6**

**Item 54.1:**

The following emission points are included in this permit for the cited Emission Unit:

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Emission Unit: 1-LANDF			
Emission Point: 00001			
Height (ft.): 10	Diameter (in.): 8		Building: LANDFILL
Emission Point: 00002			
Height (ft.): 10	Diameter (in.): 8		Building: LANDFILL
Emission Point: 00003			
Height (ft.): 10	Diameter (in.): 8		Building: LANDFILL
Emission Point: 00004			
Height (ft.): 10	Diameter (in.): 8		Building: LANDFILL
Emission Point: 00011			
Height (ft.): 18	Diameter (in.): 1440		Building: LANDFILL
Emission Point: 00012			
Height (ft.): 18	Diameter (in.): 1440		Building: LANDFILL
Emission Point: 00013			
Height (ft.): 23	Diameter (in.): 34		Building: LANDFILL
Emission Point: 00015			
Height (ft.): 50	Diameter (in.): 132		Building: LANDFILL

**Item 54.2:**

The following emission points are included in this permit for the cited Emission Unit:

Emission Unit: P-00001			
Emission Point: 00016			
Height (ft.): 29	Diameter (in.): 10		Building: GASPLANT
Emission Point: 00017			
Height (ft.): 29	Diameter (in.): 10		Building: GASPLANT

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Emission Point: 00018 Height (ft.): 29	Diameter (in.): 10	Building: GASPLANT
Emission Point: 00019 Height (ft.): 29	Diameter (in.): 10	Building: GASPLANT
Emission Point: 00020 Height (ft.): 29	Diameter (in.): 10	Building: GASPLANT
Emission Point: 00021 Height (ft.): 29	Diameter (in.): 10	Building: GASPLANT

**Condition 55: Process Definition By Emission Unit**  
**Effective between the dates of 09/11/2006 and 09/10/2011**

**Applicable Federal Requirement: 6NYCRR 201-6**

**Item 55.1:**

This permit authorizes the following regulated processes for the cited Emission Unit:

Emission Unit: 1-LANDF  
Process: 001      Source Classification Code: 5-01-004-02  
Process Description:  
Process 001 represents the fugitive landfill gas emissions.

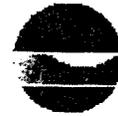
Emission Source/Control: LF001 - Process  
Design Capacity: 16,250,000 cubic yards

**Item 55.2:**

This permit authorizes the following regulated processes for the cited Emission Unit:

Emission Unit: 1-LANDF  
Process: 002      Source Classification Code: 5-01-004-10  
Process Description:  
Landfill gas is combusted in several devices at the Mill Seat Landfill. Gas is collected and conveyed to a 900-cfm open flare (designated as FL003) and a new 3500-cfm enclosed flare (designated as FL004). Additionally, landfill gas is combusted at the vents of the leachate collection system by 4 candlestick flares placed throughout the landfill facility (designated FL001).

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Emission Source/Control: FL001 - Control  
Control Type: FLARING

Emission Source/Control: FL003 - Control  
Control Type: FLARING

Emission Source/Control: FL004 - Control  
Control Type: FLARING

Emission Source/Control: LF001 - Process  
Design Capacity: 16,250,000 cubic yards

**Item 55.3:**

This permit authorizes the following regulated processes for the cited Emission Unit:

Emission Unit: 1-LANDF  
Process: 003      Source Classification Code: 5-01-004-02  
Process Description:  
    Process 003 consists of fugitive emissions from two (2)  
    1.5 million gallon leachate storage tanks.

Emission Source/Control: LT001 - Process  
Design Capacity: 1.5 million gallons

**Item 55.4:**

This permit authorizes the following regulated processes for the cited Emission Unit:

Emission Unit: P-00001  
Process: 100      Source Classification Code: 2-01-008-02  
Process Description:  
    Collected landfill gas will be routed to the landfill  
    gas-to-energy plant. The engine generator sets will  
    combust the collected landfill gas to generate electricity  
    for sale. The combustion of landfill gas results in the  
    emission of criteria pollutants.

Emission Source/Control: ENG01 - Combustion  
Design Capacity: 1,148 horsepower (electric)

Emission Source/Control: ENG02 - Combustion  
Design Capacity: 1,148 horsepower (electric)

Emission Source/Control: ENG03 - Combustion  
Design Capacity: 1,148 horsepower (electric)

Emission Source/Control: ENG04 - Combustion

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Design Capacity: 1,148 horsepower (electric)

Emission Source/Control: ENG05 - Combustion  
Design Capacity: 1,148 horsepower (electric)

Emission Source/Control: ENG06 - Combustion  
Design Capacity: 1,148 horsepower (electric)

**Item 55.5:**

This permit authorizes the following regulated processes for the cited Emission Unit:

Emission Unit: P-00001

Process: 200

Source Classification Code: 2-01-008-05

**Process Description:**

The landfill gas-to-energy plant will have an insignificant emission point called a "crankcase breather vent." Each engine has a crankcase for engine oil. The purpose of the crankcase breather vent is to remove water vapor from the crankcase in order to prevent water from collecting in the oil pan. The water vapor may contain an oil mist. The breather vent in each engine removes the vapors generated within the crankcase and ducts them to a single common emission point called the crankcase breather vent. The mist can be reported as PM. Other insignificant activities include emissions from oil tanks, a condensate tank, and a gas chromatograph vent. Calculations for all of these activities are provided in the application.

Emission Source/Control: ENG01 - Combustion  
Design Capacity: 1,148 horsepower (electric)

Emission Source/Control: ENG02 - Combustion  
Design Capacity: 1,148 horsepower (electric)

Emission Source/Control: ENG03 - Combustion  
Design Capacity: 1,148 horsepower (electric)

Emission Source/Control: ENG04 - Combustion  
Design Capacity: 1,148 horsepower (electric)

Emission Source/Control: ENG05 - Combustion  
Design Capacity: 1,148 horsepower (electric)

Emission Source/Control: ENG06 - Combustion  
Design Capacity: 1,148 horsepower (electric)



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

2) Each owner or operator shall keep up-to-date, readily accessible continuous records of the indication of flow to the control device or the indication of bypass flow or records of monthly inspections of car-seals or lock-and-key configurations used to seal bypass lines, specified under 40 CFR Part 60.756.

3) Each owner or operator subject to the provisions of this subpart who uses a boiler or process heater with a design heat input capacity of 44 megawatts or greater to comply with 40 CFR Part 60.752(b)(2)(iii) shall keep an up-to-date, readily accessible record of all periods of operation of the boiler or process heater. (Examples of such records could include records of steam use, fuel use, or monitoring data collected pursuant to other State, local, Tribal, or Federal regulatory requirements.)

4) Each owner or operator seeking to comply by use of an open flare shall keep up-to-date, readily accessible continuous records of the flame or flare pilot flame monitoring specified under 40 CFR Part 60.756(c), and up-to-date, readily accessible records of all periods of operation in which the flame or flare pilot flame is absent.

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 7/30/2006.

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

**Condition 75: Compliance Certification**  
Effective between the dates of 06/07/2006 and 06/06/2011

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

**Item 75.1:**  
The Compliance Certification activity will be performed for the Facility.

**Item 75.2:**  
Compliance Certification shall include the following monitoring:



Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES  
Monitoring Description:

Except as provided in 40 CFR Part 60.752(b)(2)(i)(B), each owner or operator shall keep for the life of the collection system an up-to-date, readily accessible plot map showing each existing and planned collector in the system and providing a unique identification location label for each collector.

1) Each owner or operator shall keep up-to-date, readily accessible records of the installation date and location of all newly installed collectors as specified under 40 CFR Part 60.755(b).

2) Each owner or operator shall keep readily accessible documentation of the nature, date of deposition, amount, and location of asbestos-containing or nondegradable waste excluded from collection as provided in 40 CFR Part 60.759(a)(3)(i) as well as any nonproductive areas excluded from collection as provided in 40 CFR Part 60.759(a)(3)(ii).

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 7/30/2006.

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

**Condition 76: Compliance Certification**  
**Effective between the dates of 06/07/2006 and 06/06/2011**

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

**Item 76.1:**

The Compliance Certification activity will be performed for the Facility.

**Item 76.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES  
Monitoring Description:

Except as provided in 40 CFR Part 60.752(b)(2)(i)(B), each owner or operator shall keep for at least 5 years up-to-date, readily accessible records of all collection and control system exceedances of the operational



standards in 40 CFR Part 60.753, the reading in the subsequent month whether or not the second reading is an exceedance, and the location of each exceedance.

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 7/30/2006.

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

**Condition 77: Specifications for active collection systems**  
**Effective between the dates of 06/07/2006 and 06/06/2011**

**Applicable Federal Requirement: 40CFR 60.759(a), NSPS Subpart WWW**

**Item 77.1:**

Each owner or operator seeking to comply with 40 CFR Part 60.752(b)(2)(i) shall site active collection wells, horizontal collectors, surface collectors, or other extraction devices at a sufficient density throughout all gas producing areas using the following procedures unless alternative procedures have been approved by the Administrator as provided in 40 CFR 60.752(b)(2)(i)(C) and (D):

1) The collection devices within the interior and along the perimeter areas shall be certified to achieve comprehensive control of surface gas emissions by a professional engineer. The following issues shall be addressed in the design: depths of refuse, refuse gas generation rates and flow characteristics, cover properties, gas system expandability, leachate and condensate management, accessibility, compatibility with filling operations, integration with closure end use, air intrusion control, corrosion resistance, fill settlement, and resistance to the refuse decomposition heat.

2) The sufficient density of gas collection devices determined in paragraph (1) above shall address landfill gas migration issues and augmentation of the collection system through the use of active or passive systems at the landfill perimeter or exterior.

3) The placement of gas collection devices determined in paragraph (1) above shall control all gas producing areas, except as provided by paragraphs (3)(i) and (3)(ii) below.

i) Any segregated area of asbestos or nondegradable material may be excluded from collection if documented as provided under 40 CFR Part 60.758(d). The documentation shall provide the nature, date of deposition, location and amount of asbestos or nondegradable material deposited in the area, and shall be provided to the Administrator upon request.

ii) Any nonproductive area of the landfill may be excluded from control, provided that the total of all excluded areas can be shown to contribute less than 1 percent of the total amount of NMOC emissions from the landfill. The amount, location, and age of the material shall be documented and provided to the Administrator upon request. A separate NMOC emissions estimate shall be made for each section proposed for exclusion, and the sum of all such sections shall be compared to the NMOC emissions estimate for the entire landfill. Emissions from each section shall be computed using the



following equation:

$$Q_i = 2 k L_o M_i (e^{-kt_i}) (C_{NMOC}) (3.6 \times 10^{-9})$$

where,

$Q_i$  = NMOC emission rate from the  $i$ th section, megagrams per year

$k$  = methane generation rate constant, year<sup>-1</sup>

$L_o$  = methane generation potential, cubic meters per megagram solid waste

$M_i$  = mass of the degradable solid waste in the  $i$ th section, megagram

$t_i$  = age of the solid waste in the  $i$ th section, years

$C_{NMOC}$  = concentration of nonmethane organic compounds, parts per million by volume

$3.6 \times 10^{-9}$  = conversion factor

iii) The values for  $k$  and  $C_{NMOC}$  determined in field testing shall be used, if field testing has been performed in determining the NMOC emission rate or the radii of influence (the distance from the well center to a point in the landfill where the pressure gradient applied by the blower or compressor approaches zero). If field testing has not been performed, the default values for  $k$ ,  $L_o$  and  $C_{NMOC}$  provided in 40 CFR Part 60.754(a)(1) or the alternative values from 40 CFR Part 60.754(a)(5) shall be used. The mass of nondegradable solid waste contained within the given section may be subtracted from the total mass of the section when estimating emissions provided the nature, location, age, and amount of the nondegradable material is documented as provided in paragraph (3)(i) above.

**Condition 78: Specifications for active collection systems**  
**Effective between the dates of 06/07/2006 and 06/06/2011**

**Applicable Federal Requirement: 40CFR 60.759(c), NSPS Subpart WWW**

**Item 78.1:**

Each owner or operator seeking to comply with 40 CFR Part 60.752(b)(2)(i)(A) shall convey the landfill gas to a control system in compliance with 40 CFR Part 60.752(b)(2)(iii) through the collection header pipe(s). The gas mover equipment shall be sized to handle the maximum gas generation flow rate expected over the intended use period of the gas moving equipment using the following procedures:

1) For existing collection systems, the flow data shall be used to project the maximum flow rate. If no flow data exists, the procedures in paragraph (2) below shall be used.

2) For new collection systems, the maximum flow rate shall be in accordance with 40 CFR Part 60.755(a)(1).

**Condition 79: Asbestos-containing waste material standard for active waste disposal sites**  
**Effective between the dates of 06/07/2006 and 06/06/2011**

**Applicable Federal Requirement: 40CFR 61.154, NESHAP Subpart M**



**Item 79.1:**

Owner or operator shall comply with the requirements of 40 CFR Part 61.154 when accepting asbestos-containing waste material from any source required to comply with 40 CFR Part 61.149, 61.150, or 61.155.

**Condition 80: Compliance Certification**  
**Effective between the dates of 06/07/2006 and 06/06/2011**

**Applicable Federal Requirement: 40CFR 63.1955(b), Subpart AAAAA**

**Item 80.1:**

The Compliance Certification activity will be performed for the Facility.

Regulated Contaminant(s):  
CAS No: 0NY100-00-0    HAP

**Item 80.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES

Monitoring Description:

If you are required by 40CFR60.752(b)(2) of subpart WWW, the Federal plan, or an EPA approved and effective State or tribal plan to install a collection and control system, you must comply with the requirements in §§63.1960 through 63.1985 and with the general provisions of part 63 as specified in table 1 of Subpart AAAAA.

The facility shall develop and implement a written startup, shutdown, and malfunction (SSM) plan that describes, in detail, procedures for operating and maintaining the source during periods of startup, shutdown, and malfunction; a program of corrective action for malfunctioning process; and air pollution control and monitoring equipment used to comply with this standard.

This plan must be developed by the facility by the compliance date of 40CFR63, subpart AAAAA (the landfill NESHAP) and must comply with all of the provisions as listed in §63.6(e)(3)(ii)-(ix) which includes the following provisions:

- During periods of startup, shutdown, and malfunction, the facility must operate and maintain the affected source in accordance with the procedures specified in the SSM



plan.

- When actions taken by the owner/operator during a startup, shutdown, or malfunction are consistent with the procedures specified in the affected source's SSM plan, the owner/operator must keep records for that event which demonstrate that the procedures specified in the plan were followed. In addition, the owner/operator must keep records of these events as specified in §63.10(b), including records of operation and each malfunction of the air pollution control and monitoring equipment. Furthermore, the owner/operator shall confirm that actions taken during the startup, shutdown, and malfunction were consistent with the SSM plan in the semiannual report as required in §63.10(d)(5).

- If an action taken by the facility is not consistent with the SSM plan, and the affected source exceeds the relevant emission standard, then the owner/operator must record the actions taken for that event and must report such actions within 2 working days after commencing actions inconsistent with the SSM plan, followed by a letter within 7 working days after the end of the event.

- EPA or NYSDEC may at any time request in writing that the facility submit a copy of the SSM plan (or a portion thereof) which is maintained at the affected source. Upon receipt of such a request, the facility must promptly submit a copy of the requested plan to EPA or NYSDEC. EPA or NYSDEC must request that the facility submit a SSM plan whenever a member of the public submits a specific and reasonable request to examine or to receive a copy of that plan or portion of a plan. If the facility claims that any portion of such a SSM plan is confidential business information entitled to protection from disclosure under section 114(c) of the Act or 40CFR2.301, the material which is claimed as confidential must be clearly designated in the submission.

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 7/30/2006.

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



**Condition 81: Compliance Certification**  
Effective between the dates of 06/07/2006 and 06/06/2011

**Applicable Federal Requirement: 40CFR 63.1980(a), NESHAP Subpart AAAAA**

**Item 81.1:**  
The Compliance Certification activity will be performed for the Facility.

**Item 81.2:**  
Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES  
Monitoring Description:

Each owner or operator of a landfill seeking to comply with 40 CFR Part 60.752(b)(2) using an active collection system designed in accordance with 40 CFR Part 60.752(b)(2)(ii) shall submit to the Administrator semiannual reports of the recorded information in paragraphs (1) through (6) below. The initial semiannual report shall be submitted within 180 days of installation and start-up of the collection and control system, and shall include the initial performance test report required under 40 CFR Part 60.8. For enclosed combustion devices and flares, reportable exceedances are defined under 40 CFR Part 60.758(c).

(1) Value and length of time for exceedance of applicable parameters monitored under 40 CFR Part 60.756(a), (b), (c), and (d).

(2) Description and duration of all periods when the gas stream is diverted from the control device through a bypass line or the indication of bypass flow as specified under 40 CFR Part 60.756.

(3) Description and duration of all periods when the control device was not operating for a period exceeding 1 hour and length of time the control device was not operating.

(4) All periods when the collection system was not operating in excess of 5 days.

(5) The location of each exceedance of the 500 parts per million methane concentration as provided in 40 CFR Part 60.753(d) and the concentration recorded at each location for which an exceedance was



recorded in the previous month.

(6) The date of installation and the location of each well or collection system expansion added pursuant to paragraphs 40 CFR Part 60.755(a)(3), (b), and (c)(4).

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 7/30/2006.

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

**\*\*\*\* Emission Unit Level \*\*\*\***

**Condition 82: Emission Point Definition By Emission Unit  
Effective between the dates of 06/07/2006 and 06/06/2011**

**Applicable Federal Requirement: 6NYCRR 201-6**

**Item 82.1:**

The following emission points are included in this permit for the cited Emission Unit:

Emission Unit: E-U0001

Emission Point: EP001

Height (ft.): 21 Diameter (in.): 10  
NYTMN (km.): 4772.621 NYTME (km.): 306.129 Building: POWERPLANT

Emission Point: EP002

Height (ft.): 21 Diameter (in.): 10  
NYTMN (km.): 4772.621 NYTME (km.): 306.129 Building: POWERPLANT

Emission Point: EP003

Height (ft.): 21 Diameter (in.): 10  
NYTMN (km.): 4772.621 NYTME (km.): 306.129 Building: POWERPLANT

Emission Point: EP004

Height (ft.): 21 Diameter (in.): 10  
NYTMN (km.): 4772.621 NYTME (km.): 306.129 Building: POWERPLANT

Emission Point: EP005

Removal Date: 08/01/2000  
Height (ft.): 23 Diameter (in.): 8  
NYTMN (km.): 4772.621 NYTME (km.): 306.129



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**Facility DEC ID: 8990800162**

Emission Point: EP007			
Height (ft.): 50	Diameter (in.): 144		
Emission Point: EP008			
Height (ft.): 60	Diameter (in.): 156		
Emission Point: EP009			
Height (ft.): 29	Diameter (in.): 14		Building: POWERPLANT
Emission Point: EP010			
Height (ft.): 29	Diameter (in.): 14		Building: POWERPLANT
Emission Point: EP011			
Height (ft.): 29	Diameter (in.): 14		Building: POWERPLANT
Emission Point: EP012			
Height (ft.): 29	Diameter (in.): 14		Building: POWERPLANT

**Condition 83: Process Definition By Emission Unit**  
**Effective between the dates of 06/07/2006 and 06/06/2011**

**Applicable Federal Requirement: 6NYCRR 201-6**

**Item 83.1:**

This permit authorizes the following regulated processes for the cited Emission Unit:

Emission Unit: E-U0001  
Process: 001  
Process Description:  
Source Classification Code: 5-01-004-21

Collected landfill gas will be routed to the landfill gas-to-energy plant. The engine generator sets (consisting of four (4) Caterpillar 3516 internal combustion engines) will combust the collected landfill gas to generate electricity for sale. The combustion of landfill gas results in the emission of criteria pollutants.

The landfill gas-to-energy plant also generates emissions from the "crankcase breather vent." Each engine has a crankcase for engine oil. The purpose of the crankcase breather vent is to remove water vapor from the crankcase in order to prevent water from collecting in the oil pan. The water vapor may contain an oil mist. The breather



vent in each engine removes the vapors generated within the crankcase and ducts them to a single common emission point called the crankcase breather vent. The mist can be reported as PM. Other insignificant activities include emissions from oil tanks, a condensate tank, and a gas chromatograph vent. Calculations for all of these activities are provided in the application. The emissions have been included in the facility emission summary.

Emission Source/Control: 0ENG1 - Combustion  
Design Capacity: 1,138 horsepower (mechanical)

Emission Source/Control: 0ENG2 - Combustion  
Design Capacity: 1,138 horsepower (mechanical)

Emission Source/Control: 0ENG3 - Combustion  
Design Capacity: 1,138 horsepower (mechanical)

Emission Source/Control: 0ENG4 - Combustion  
Design Capacity: 1,138 horsepower (mechanical)

Emission Source/Control: LANDF - Process  
Design Capacity: 20,619,630 cubic meters

**Item 83.2:**

This permit authorizes the following regulated processes for the cited Emission Unit:

Emission Unit: E-U0001  
Process: 006 Source Classification Code: 5-01-004-02  
Process Description:  
Landfill gas collection system (LGCS) is assumed to be 85% efficient. The remaining 15% is uncollected emissions (fugitive emissions).

Emission Source/Control: LANDF - Process  
Design Capacity: 20,619,630 cubic meters

**Item 83.3:**

This permit authorizes the following regulated processes for the cited Emission Unit:

Emission Unit: E-U0001  
Process: 007 Source Classification Code: 5-01-004-10  
Process Description:  
Landfill gas is combusted in several devices at the High Acres Landfill. Collected landfill gas will be routed to either the existing landfill gas-to-energy plant, the new gas-to-energy plant, or it will be collected and conveyed

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to an existing 136.3 MMBtu/hr (4500-cfm) enclosed flare (designated as FLAR2) and/or a new 181.7 MMBtu/hr enclosed flare (designated as FLAR3). This process is for landfill gas being conveyed to the two flares. The combustion of landfill gas results in the emission of criteria pollutants. The maximum gas allowed to be combusted through the two flares is a total of 318 MMBtu/hr.

Emission Source/Control: FLAR2 - Control  
Control Type: FLARING

Emission Source/Control: FLAR3 - Control  
Control Type: FLARING

Emission Source/Control: LANDF - Process  
Design Capacity: 20,619,630 cubic meters

**Item 83.4:**

This permit authorizes the following regulated processes for the cited Emission Unit:

Emission Unit: E-U0001

Process: 008

Source Classification Code: 4-04-001-63

Process Description:

Collected landfill gas will be routed to either the engine plant or to the existing flare or the new flare. This process is for gas routed through the new engine plant containing the CAT 3520 internal combustion engines. The engine generator sets will combust the collected landfill gas to generate electricity for sale. The combustion of landfill gas results in the emission of criteria pollutants.

The landfill gas-to-energy plant also generates emissions from the "crankcase breather vent." Each engine has a crankcase for engine oil. The purpose of the crankcase breather vent is to remove water vapor from the crankcase in order to prevent water from collecting in the oil pan. The water vapor may contain an oil mist. The breather vent in each engine removes the vapors generated within the crankcase and ducts them to a single common emission point called the crankcase breather vent. The mist can be reported as PM. Other insignificant activities include emissions from oil tanks, a condensate tank, and a gas chromatograph vent. Calculations for all of these activities are provided in the application. The emissions have been included in the facility emission summary.

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Emission Source/Control: ENG05 - Combustion  
Design Capacity: 2,233 horsepower (mechanical)

Emission Source/Control: ENG06 - Combustion  
Design Capacity: 2,233 horsepower (mechanical)

Emission Source/Control: ENG07 - Combustion  
Design Capacity: 2,233 horsepower (mechanical)

Emission Source/Control: ENG08 - Combustion  
Design Capacity: 2,233 horsepower (mechanical)

Emission Source/Control: LANDF - Process  
Design Capacity: 20,619,630 cubic meters

**Condition 84: Emissions from new emission sources and/or modifications**  
**Effective between the dates of 06/07/2006 and 06/06/2011**

**Applicable Federal Requirement: 6NYCRR 212.4(a)**

**Item 84.1:**

This Condition applies to Emission Unit: E-U0001

**Item 84.2:**

No person shall cause or allow emissions that exceed the applicable permissible emission rate as determined from Table 2, Table 3, or Table 4 of 6 NYCRR Part 212 for the environmental rating issued by the commissioner.

**Condition 85: Compliance Certification**  
**Effective between the dates of 06/07/2006 and 06/06/2011**

**Applicable Federal Requirement: 6NYCRR 227-2.3(c)**

**Item 85.1:**

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001

Regulated Contaminant(s):  
CAS No: 0NY210-00-0 OXIDES OF NITROGEN

**Item 85.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES

Monitoring Description:

The facility is subject to the NOx RACT requirements of

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6NYCRR Part 227-2. The facility is required to submit an operating plan as described in 6NYCRR Part 227-2.3(c) to the Department for approval. The facility must operate the applicable NOx sources in accordance with the approved operating plan. This will ensure that the engines are operating under the same conditions as the most recent approved performance test. The document shall be updated when any changes occur.

The plan must include provisions to maintain daily fuel usage records and to perform maintenance on each internal combustion engine in use at the facility in accordance with the facility's Operations and Maintenance Manual.

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 7/30/2006.

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

**Condition 86: Compliance Certification**  
**Effective between the dates of 06/07/2006 and 06/06/2011**

**Applicable Federal Requirement: 6NYCRR 227-1.3(a)**

**Item 86.1:**

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001

Process: 001

**Item 86.2:**

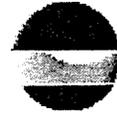
Compliance Certification shall include the following monitoring:

Monitoring Type: MONITORING OF PROCESS OR CONTROL DEVICE PARAMETERS AS SURROGATE

Monitoring Description:

No person shall operate a stationary combustion installation which exhibits greater than 20% opacity (six minute average), except for one six-minute period per hour of not more than 27 percent opacity. The facility will perform a visual observation of each exhaust and crankcase vent on a daily basis during business days (this excludes holidays and weekends). If any opacity is noted, corrective action will be taken immediately or a Method 9 will be performed within 2 business days. The facility

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shall keep records of daily observations and any corrective action performed in a format acceptable to the Department.

Parameter Monitored: OPACITY  
Upper Permit Limit: 20 percent  
Reference Test Method: EPA Method 9  
Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION  
Averaging Method: 6 MINUTE AVERAGE  
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)  
Reports due 30 days after the reporting period.  
The initial report is due 7/30/2006.  
Subsequent reports are due every 6 calendar month(s).

**Condition 87: Compliance Certification**  
Effective between the dates of 06/07/2006 and 06/06/2011

**Applicable Federal Requirement: 6NYCRR 227-2.4(f)(2)(iii)**

**Item 87.1:**  
The Compliance Certification activity will be performed for:

Emission Unit: E-U0001  
Process: 001

Regulated Contaminant(s):  
CAS No: 0NY210-00-0    OXIDES OF NITROGEN

**Item 87.2:**  
Compliance Certification shall include the following monitoring:

Monitoring Type: MONITORING OF PROCESS OR CONTROL DEVICE PARAMETERS AS SURROGATE

Monitoring Description:

The facility will limit NO<sub>x</sub> emissions from each engine to 2.0 grams per brake horsepower-hour. The facility will measure and record oxygen levels in the exhaust stack of each engine on a monthly basis. The output/emissions from the engines are regulated by an air/fuel ratio controller, which automatically adjusts the air/fuel ratio of the inlet fuel supply as needed. The range of oxygen levels is based on manufacturer's specifications of an engine operating at full load. This range may be modified based on the most recent approved emissions test.

Parameter Monitored: OXYGEN O<sub>2</sub>

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Lower Permit Limit: 6.3 percent  
Upper Permit Limit: 9.0 percent  
Monitoring Frequency: MONTHLY  
Averaging Method: RANGE - NOT TO FALL OUTSIDE OF STATED  
RANGE AT ANY TIME  
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)  
Reports due 30 days after the reporting period.  
The initial report is due 7/30/2006.  
Subsequent reports are due every 6 calendar month(s).

**Condition 88: Compliance Certification**  
**Effective between the dates of 06/07/2006 and 06/06/2011**

**Applicable Federal Requirement: 6NYCRR 227-2.4(f)(2)(iii)**

**Item 88.1:**

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001  
Process: 001

Regulated Contaminant(s):  
CAS No: 0NY210-00-0 OXIDES OF NITROGEN

**Item 88.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING  
Monitoring Description:

In order to show compliance with the NO<sub>x</sub> RACT standard of sources firing landfill gas of 2.0 grams per brake horsepower-hour, the facility is required to conduct instantaneous testing over a 15-minute period (in order to ensure a stabilized reading) semiannually per calendar year using a portable NO<sub>x</sub> analyzer. The sampling will be done in accordance with the analyzer manufacturer's recommendations for testing and calibration (using non-EPA methods).

The facility shall use the average flow exhaust rate determined in the most recent approved performance test in order to convert the concentration measured to a mass rate for the purpose of demonstrating compliance with the specified limit.

Upper Permit Limit: 2.0 grams per brake horsepower-hour  
Reference Test Method: Method (See Monitoring Description)

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

**Condition 89:    Compliance Certification**  
**Effective between the dates of 06/07/2006 and 06/06/2011**

**Applicable Federal Requirement: 6NYCRR 227-2.6(c)**

**Item 89.1:**  
The Compliance Certification activity will be performed for:

Emission Unit: E-U0001  
Process: 001

Regulated Contaminant(s):  
CAS No: 0NY210-00-0    OXIDES OF NITROGEN

**Item 89.2:**  
Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING  
Monitoring Description:

In order to show compliance with the NO<sub>x</sub> RACT standard of sources firing landfill gas of 2.0 grams per brake horsepower-hour, the facility is required to conduct an emission test under 6NYCRR Part 227-2.6(a)(7). In accordance with this requirement, the facility must:

- 1) submit a compliance test protocol to the Department for approval at least 30 days prior to emission testing. The conditions of the testing and the locations of the sampling devices must be acceptable to the Department; and
- 2) utilize the procedures set forth in 40 CFR Part 60, Appendix A or any other method acceptable to the Department and the Administrator for determining compliance with the NO<sub>x</sub> limit of 2.0 grams per brake horsepower-hour, and must, in addition, follow the procedures set forth in 6NYCRR Part 202 as follows:

For stationary internal combustion engines, utilize Method

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7, 7E, or 19 from 40 CFR Part 60, Appendix A or another reference method approved by the Department;

3) submit a compliance test report containing the results of the emission test to the Department no later than 60 days after completion of the emission test.

The facility should complete the initial performance test no later than 180 days of startup of the engine plant. The facility must conduct the required emissions test at 100% +/- 10% load on each engine type determined by the Department. The Department will base its decision using the NOx emission rates as determined by the portable NOx analyzer prior to the emissions test.

Prior to renewal of the Title V permit, the facility must complete a second performance test utilizing procedures for engine selection and testing as described above. This performance test must be completed no later than 180 days prior to expiration of the Title V permit.

Upper Permit Limit: 2.0 grams per brake horsepower-hour  
Reference Test Method: EPA Method 7, 7E or 19  
Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION  
Averaging Method: 1-HOUR AVERAGE  
Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE

**Condition 90: Compliance Certification**  
Effective between the dates of 06/07/2006 and 06/06/2011

**Applicable Federal Requirement: 40CFR 60.752(b)(2)(iii)('B'), NSPS Subpart**

**WWW**

**Item 90.1:**  
The Compliance Certification activity will be performed for:

Emission Unit: E-U0001  
Process: 001

Regulated Contaminant(s):  
CAS No: 0NY998-20-0    NMOC - LANDFILL USE ONLY

**Item 90.2:**  
Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING



**Monitoring Description:**

The owner or operator of the landfill shall test the control device to verify that the outlet concentration of NMOC from the device is less than 20 parts per million by volume (dry, as hexane, at 3% oxygen), or the owner or operator of the landfill shall test the emissions from the control device to determine that the device is reducing the emissions of NMOC by 98% (by weight). Refer to 40CFR 60.754(d) for the specified test methods.

The facility shall complete one performance test during the term of this permit. The facility must conduct the required emissions test at 100% +/- 10% load on one 3516 engine in process 001 determined by the Department. The Department will base its decision using the NOx emission rates as determined by the portable NOx analyzer prior to the emissions test.

Parameter Monitored: NMOC - LANDFILL USE ONLY  
Upper Permit Limit: 98 percent reduction by weight  
Reference Test Method: RM 18, 25, 25A, 25C  
Monitoring Frequency: ONCE DURING THE TERM OF THE PERMIT  
Averaging Method: AVERAGING METHOD AS PER REFERENCE TEST METHOD INDICATED  
Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE

**Condition 91: Compliance Certification**  
**Effective between the dates of 06/07/2006 and 06/06/2011**

**Applicable Federal Requirement: 40CFR 60.752(b)(2)(iii)('B'), NSPS Subpart**

**WWW**

**Item 91.1:**

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001  
Process: 001

Regulated Contaminant(s):  
CAS No: 0NY998-20-0 NMOC - LANDFILL USE ONLY

**Item 91.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING  
Monitoring Description:  
The owner or operator of the landfill shall test the

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control device to verify that the outlet concentration of NMOC from the device is less than 20 parts per million by volume (dry, as hexane, at 3% oxygen), or the owner or operator of the landfill shall test the emissions from the control device to determine that the device is reducing the emissions of NMOC by 98% (by weight). Refer to 40CFR 60.754(d) for the specified test methods.

The facility shall complete one performance test during the term of this permit. The facility must conduct the required emissions test at 100% +/- 10% load on one 3516 engine in process 001 determined by the Department. The Department will base its decision using the NOx emission rates as determined by the portable NOx analyzer prior to the emissions test.

Parameter Monitored: NMOC - LANDFILL USE ONLY  
Upper Permit Limit: 20 parts per million by volume (dry, corrected to 3% oxygen)  
Reference Test Method: RM 18, 25, 25A, 25C  
Monitoring Frequency: ONCE DURING THE TERM OF THE PERMIT  
Averaging Method: AVERAGING METHOD AS PER REFERENCE TEST METHOD INDICATED  
Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE

**Condition 92: Compliance Certification**  
**Effective between the dates of 06/07/2006 and 06/06/2011**

**Applicable Federal Requirement: 6NYCRR 212.6(a)**

**Item 92.1:**  
The Compliance Certification activity will be performed for:

Emission Unit: E-U0001  
Process: 007

**Item 92.2:**  
Compliance Certification shall include the following monitoring:

Monitoring Type: MONITORING OF PROCESS OR CONTROL DEVICE PARAMETERS AS SURROGATE

Monitoring Description:

No person shall operate a stationary combustion installation which exhibits greater than 20% opacity (six minute average), except for one six-minute period per hour of not more than 27 percent opacity. The facility will perform a visual observation of each flare on a daily

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basis during business days (this excludes holidays and weekends). If any opacity is noted, corrective action will be taken immediately or a Method 9 will be performed within 2 business days. The facility shall keep records of daily observations and any corrective action performed in a format acceptable to the Department.

Parameter Monitored: OPACITY  
Upper Permit Limit: 20 percent  
Reference Test Method: EPA Method 9  
Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING DESCRIPTION  
Averaging Method: 6 MINUTE AVERAGE  
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)  
Reports due 30 days after the reporting period.  
The initial report is due 7/30/2006.  
Subsequent reports are due every 6 calendar month(s).

**Condition 93: Compliance Certification**  
**Effective between the dates of 06/07/2006 and 06/06/2011**

**Applicable Federal Requirement: 40CFR 60.752(b)(2)(iii)(B'), NSPS Subpart**

**WWW**

**Item 93.1:**

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001  
Process: 007      Emission Source: FLAR2

Regulated Contaminant(s):  
CAS No: 0NY998-20-0      NMOC - LANDFILL USE ONLY

**Item 93.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING  
Monitoring Description:

The owner or operator of the landfill shall test the control device to verify that the outlet concentration of NMOC from the device is less than 20 parts per million by volume (dry, as hexane, at 3% oxygen), or the owner or operator of the landfill shall test the emissions from the control device to determine that the device is reducing the emission of NMOC by 98% (by weight). Refer to 40 CFR 60.754(d) for the specified test methods.



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Parameter Monitored: NMOC - LANDFILL USE ONLY  
Upper Permit Limit: 98 percent reduction by weight  
Reference Test Method: RM 18, 25, 25A, 25C  
Monitoring Frequency: ONCE DURING THE TERM OF THE PERMIT  
Averaging Method: AVERAGING METHOD AS PER REFERENCE TEST  
METHOD INDICATED  
Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE

**Condition 94: Compliance Certification**  
Effective between the dates of 06/07/2006 and 06/06/2011

**Applicable Federal Requirement: 40CFR 60.752(b)(2)(iii)('B'), NSPS Subpart**

**WWW**

**Item 94.1:**  
The Compliance Certification activity will be performed for:

Emission Unit: E-U0001  
Process: 007 Emission Source: FLAR2

Regulated Contaminant(s):  
CAS No: 0NY998-20-0 NMOC - LANDFILL USE ONLY

**Item 94.2:**  
Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING  
Monitoring Description:  
The owner or operator of the landfill shall test the control device to verify that the outlet concentration of NMOC from the device is less than 20 parts per million by volume (dry, as hexane, at 3% oxygen), or the owner or operator of the landfill shall test the emissions from the control device to determine that the device is reducing the emission of NMOC by 98% (by weight). Refer to 40 CFR 60.754(d) for the specified test methods.

Parameter Monitored: NMOC - LANDFILL USE ONLY  
Upper Permit Limit: 20 parts per million by volume (dry, corrected to 3% oxygen)  
Reference Test Method: RM 18, 25, 25A, 25C  
Monitoring Frequency: ONCE DURING THE TERM OF THE PERMIT  
Averaging Method: AVERAGING METHOD AS PER REFERENCE TEST  
METHOD INDICATED  
Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE

**Condition 95: Compliance Certification**



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

**Item 95.1:**

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001

Process: 007

Emission Source: FLAR2

**Item 95.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: MONITORING OF PROCESS OR CONTROL  
DEVICE PARAMETERS AS SURROGATE

Monitoring Description:

The stack temperature in the flare shall not fall below 1549 degrees F, for any three hour block average. This limit is based on the stack test performed on June 6, 2001 for flare FLAR2 where it was determined that the average combustion temperature was 1600 degrees F.

Parameter Monitored: TEMPERATURE

Lower Permit Limit: 1549 degrees Fahrenheit

Monitoring Frequency: FOUR TIMES PER HOUR

Averaging Method: 3-HOUR BLOCK AVERAGE

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 7/30/2006.

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

**Condition 96: Compliance Certification**

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

**Applicable Federal Requirement: 40CFR 60.752(b)(2)(iii)('B'), NSPS Subpart**

**WWW**

**Item 96.1:**

The Compliance Certification activity will be performed for:

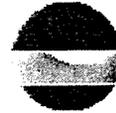
Emission Unit: E-U0001

Process: 007

Emission Source: FLAR3

Regulated Contaminant(s):

CAS No: 0NY998-20-0 NMOC - LANDFILL USE ONLY



**Item 96.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING

Monitoring Description:

The owner or operator of the landfill shall test the control device to verify that the outlet concentration of NMOC from the device is less than 20 parts per million by volume (dry, as hexane, at 3% oxygen), or the owner or operator of the landfill shall test the emissions from the control device to determine that the device is reducing the emission of NMOC by 98% (by weight). Refer to 40 CFR 60.754(d) for the specified test methods.

Parameter Monitored: NMOC - LANDFILL USE ONLY

Upper Permit Limit: 98 percent reduction by weight

Reference Test Method: RM 18, 25, 25A, 25C

Monitoring Frequency: ONCE DURING THE TERM OF THE PERMIT

Averaging Method: AVERAGING METHOD AS PER REFERENCE TEST  
METHOD INDICATED

Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE

**Condition 97: Compliance Certification**

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

Applicable Federal Requirement: 40CFR 60.752(b)(2)(iii)('B'), NSPS Subpart

WWW

**Item 97.1:**

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001

Process: 007 Emission Source: FLAR3

Regulated Contaminant(s):

CAS No: 0NY998-20-0 NMOC - LANDFILL USE ONLY

**Item 97.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING

Monitoring Description:

The owner or operator of the landfill shall test the control device to verify that the outlet concentration of NMOC from the device is less than 20 parts per million by volume (dry, as hexane, at 3% oxygen), or the owner or operator of the landfill shall test the emissions from the

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control device to determine that the device is reducing the emission of NMOC by 98% (by weight). Refer to 40 CFR 60.754(d) for the specified test methods.

Parameter Monitored: NMOC - LANDFILL USE ONLY  
Upper Permit Limit: 20 parts per million by volume (dry, corrected to 3% oxygen)  
Reference Test Method: RM 18, 25, 25A, 25C  
Monitoring Frequency: ONCE DURING THE TERM OF THE PERMIT  
Averaging Method: AVERAGING METHOD AS PER REFERENCE TEST METHOD INDICATED  
Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE

**Condition 98: Compliance Certification**  
**Effective between the dates of 06/07/2006 and 06/06/2011**

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

**Item 98.1:**

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001  
Process: 007                      Emission Source: FLAR3

**Item 98.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: MONITORING OF PROCESS OR CONTROL DEVICE PARAMETERS AS SURROGATE

Monitoring Description:

The average combustion temperature for FLAR3 will be determined by the stack test required by this permit. This flare shall not operate such that the temperature in the stack for any three hour block average is more than 28 degrees Celsius below the average combustion temperature determined during the approved stack test.

Parameter Monitored: TEMPERATURE  
Lower Permit Limit: 28 degrees C below the approved performance test combustion temperature

Monitoring Frequency: FOUR TIMES PER HOUR  
Averaging Method: 3-HOUR BLOCK AVERAGE  
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)  
Reports due 30 days after the reporting period.  
The initial report is due 7/30/2006.  
Subsequent reports are due every 6 calendar month(s).



**Condition 99: Compliance Certification**  
Effective between the dates of 06/07/2006 and 06/06/2011

**Applicable Federal Requirement: 6NYCRR 227-1.3(a)**

**Item 99.1:**

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001  
Process: 008

**Item 99.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: MONITORING OF PROCESS OR CONTROL  
DEVICE PARAMETERS AS SURROGATE

Monitoring Description:

No person shall operate a stationary combustion installation which exhibits greater than 20% opacity (six minute average), except for one six-minute period per hour of not more than 27 percent opacity. The facility will perform a visual observation of each exhaust and crankcase vent on a daily basis during business days (this excludes holidays and weekends). If any opacity is noted, corrective action will be taken immediately or a Method 9 will be performed within 2 business days. The facility shall keep records of daily observations and any corrective action performed in a format acceptable to the Department.

Parameter Monitored: OPACITY

Upper Permit Limit: 20 percent

Reference Test Method: EPA Method 9

Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING  
DESCRIPTION

Averaging Method: 6 MINUTE AVERAGE

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 7/30/2006.

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

**Condition 100: Compliance Certification**  
Effective between the dates of 06/07/2006 and 06/06/2011

**Applicable Federal Requirement: 6NYCRR 227-2.4(f)(2)(iii)**

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**Item 100.1:**

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001

Process: 008

Regulated Contaminant(s):

CAS No: 0NY210-00-0 OXIDES OF NITROGEN

**Item 100.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: MONITORING OF PROCESS OR CONTROL  
DEVICE PARAMETERS AS SURROGATE

Monitoring Description:

The facility will limit NOx emissions from each engine to 2.0 grams per brake horsepower-hour. The facility will measure and record oxygen levels in the exhaust stack of each engine on a monthly basis. The output/emissions from the engines are regulated by an air/fuel ratio controller, which automatically adjusts the air/fuel ratio of the inlet fuel supply as needed. The range of oxygen levels is based on manufacturer's specifications of an engine operating at full load. This range may be modified based on the most recent approved emissions test.

Parameter Monitored: OXYGEN O2

Lower Permit Limit: 6.3 percent

Upper Permit Limit: 9.0 percent

Monitoring Frequency: MONTHLY

Averaging Method: RANGE - NOT TO FALL OUTSIDE OF STATED  
RANGE AT ANY TIME

Reporting Requirements: SEMI-ANNUALLY (CALENDAR)

Reports due 30 days after the reporting period.

The initial report is due 7/30/2006.

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

**Condition 101: Compliance Certification**

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

Applicable Federal Requirement: 6NYCRR 227-2.4(f)(2)(iii)

**Item 101.1:**

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001

Process: 008



Regulated Contaminant(s):  
CAS No: 0NY210-00-0    OXIDES OF NITROGEN

**Item 101.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING

Monitoring Description:

In order to show compliance with the NO<sub>x</sub> RACT standard of sources firing landfill gas of 2.0 grams per brake horsepower-hour, the facility is required to conduct instantaneous testing over a 15-minute period (in order to ensure a stabilized reading) semiannually per calendar year using a portable NO<sub>x</sub> analyzer. The sampling will be done in accordance with the analyzer manufacturer's recommendations for testing and calibration (using non-EPA methods).

The facility shall use the average flow exhaust rate determined in the most recent approved performance test in order to convert the concentration measured to a mass rate for the purpose of demonstrating compliance with the specified limit.

Upper Permit Limit: 2.0 grams per brake horsepower-hour  
Reference Test Method: Method (See Monitoring Description)  
Monitoring Frequency: SEMI-ANNUALLY  
Averaging Method: AVERAGING METHOD - SEE MONITORING DESCRIPTION  
Reporting Requirements: SEMI-ANNUALLY (CALENDAR)  
Reports due 30 days after the reporting period.  
The initial report is due 7/30/2006.  
Subsequent reports are due every 6 calendar month(s).

**Condition 102: Compliance Certification**  
**Effective between the dates of 06/07/2006 and 06/06/2011**

**Applicable Federal Requirement: 6NYCRR 227-2.6(c)**

**Item 102.1:**

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001  
Process: 008

Regulated Contaminant(s):



CAS No: 0NY210-00-0    OXIDES OF NITROGEN

**Item 102.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING

Monitoring Description:

In order to show compliance with the NO<sub>x</sub> RACT standard of sources firing landfill gas of 2.0 grams per brake horsepower-hour, the facility is required to conduct an emission test under 6NYCRR Part 227-2.6(a)(7). In accordance with this requirement, the facility must:

1) submit a compliance test protocol to the Department for approval at least 30 days prior to emission testing. The conditions of the testing and the locations of the sampling devices must be acceptable to the Department; and

2) utilize the procedures set forth in 40 CFR Part 60, Appendix A or any other method acceptable to the Department and the Administrator for determining compliance with the NO<sub>x</sub> limit of 2.0 grams per brake horsepower-hour, and must, in addition, follow the procedures set forth in 6NYCRR Part 202 as follows:

For stationary internal combustion engines, utilize Method 7, 7E, or 19 from 40 CFR Part 60, Appendix A or another reference method approved by the Department;

3) submit a compliance test report containing the results of the emission test to the Department no later than 60 days after completion of the emission test.

The facility should complete the initial performance test no later than 180 days of startup of the engine plant. The facility must conduct the required emissions test at 100% +/- 10% load on each engine type determined by the Department. The Department will base its decision using the NO<sub>x</sub> emission rates as determined by the portable NO<sub>x</sub> analyzer prior to the emissions test.

Prior to renewal of the Title V permit, the facility must complete a second performance test utilizing procedures for engine selection and testing as described above. This performance test must be completed no later than 180 days prior to expiration of the Title V permit.

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Upper Permit Limit: 2.0 grams per brake horsepower-hour  
Reference Test Method: EPA Method 7, 7E or 19  
Monitoring Frequency: AS REQUIRED - SEE PERMIT MONITORING  
DESCRIPTION  
Averaging Method: 1-HOUR AVERAGE  
Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE

**Condition 103: Compliance Certification**  
Effective between the dates of 06/07/2006 and 06/06/2011

**Applicable Federal Requirement: 40CFR 60.752(b)(2)(iii)('B'), NSPS Subpart**

**WWW**

**Item 103.1:**

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001  
Process: 008

Regulated Contaminant(s):  
CAS No: 0NY998-20-0    NMOC - LANDFILL USE ONLY

**Item 103.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING

Monitoring Description:

The owner or operator of the landfill shall test the control device to verify that the outlet concentration of NMOC from the device is less than 20 parts per million by volume (dry, as hexane, at 3% oxygen), or the owner or operator of the landfill shall test the emissions from the control device to determine that the device is reducing the emissions of NMOC by 98% (by weight). Refer to 40CFR 60.754(d) for the specified test methods.

The facility shall complete one performance test during the term of this permit. The facility must conduct the required emissions test at 100% +/- 10% load on one 3520 engine in process 008 determined by the Department. The Department will base its decision using the NOx emission rates as determined by the portable NOx analyzer prior to the emissions test.

Parameter Monitored: NMOC - LANDFILL USE ONLY  
Upper Permit Limit: 20 parts per million by volume (dry,

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corrected to 3% oxygen)  
Reference Test Method: RM 18, 25, 25A, 25C  
Monitoring Frequency: ONCE DURING THE TERM OF THE PERMIT  
Averaging Method: AVERAGING METHOD AS PER REFERENCE TEST  
METHOD INDICATED  
Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE

**Condition 104: Compliance Certification**  
Effective between the dates of 06/07/2006 and 06/06/2011

**Applicable Federal Requirement: 40CFR 60.752(b)(2)(iii)('B'), NSPS Subpart**

**WWW**

**Item 104.1:**

The Compliance Certification activity will be performed for:

Emission Unit: E-U0001  
Process: 008

Regulated Contaminant(s):  
CAS No: 0NY998-20-0    NMOC - LANDFILL USE ONLY

**Item 104.2:**

Compliance Certification shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING

Monitoring Description:

The owner or operator of the landfill shall test the control device to verify that the outlet concentration of NMOC from the device is less than 20 parts per million by volume (dry, as hexane, at 3% oxygen), or the owner or operator of the landfill shall test the emissions from the control device to determine that the device is reducing the emissions of NMOC by 98% (by weight). Refer to 40CFR 60.754(d) for the specified test methods.

The facility shall complete one performance test during the term of this permit. The facility must conduct the required emissions test at 100% +/- 10% load on one 3520 engine in process 008 determined by the Department. The Department will base its decision using the NOx emission rates as determined by the portable NOx analyzer prior to the emissions test.

Parameter Monitored: NMOC - LANDFILL USE ONLY  
Upper Permit Limit: 98 percent reduction by weight  
Reference Test Method: RM 18, 25, 25A, 25C



**New York State Department of Environmental Conservation**

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Monitoring Frequency: ONCE DURING THE TERM OF THE PERMIT

Averaging Method: AVERAGING METHOD AS PER REFERENCE TEST  
METHOD INDICATED

Reporting Requirements: ONCE / BATCH OR MONITORING OCCURRENCE



**STATE ONLY ENFORCEABLE CONDITIONS**  
**\*\*\*\* Facility Level \*\*\*\***

**NOTIFICATION OF GENERAL PERMITTEE OBLIGATIONS**

This section contains terms and conditions which are not federally enforceable. Permittees may also have other obligations under regulations of general applicability

**Item A: General Provisions for State Enforceable Permit Terms and Condition - 6 NYCRR Part 201-5**

Any person who owns and/or operates stationary sources shall operate and maintain all emission units and any required emission control devices in compliance with all applicable Parts of this Chapter and existing laws, and shall operate the facility in accordance with all criteria, emission limits, terms, conditions, and standards in this permit. Failure of such person to properly operate and maintain the effectiveness of such emission units and emission control devices may be sufficient reason for the Department to revoke or deny a permit.

The owner or operator of the permitted facility must maintain all required records on-site for a period of five years and make them available to representatives of the Department upon request. Department representatives must be granted access to any facility regulated by this Subpart, during normal operating hours, for the purpose of determining compliance with this and any other state and federal air pollution control requirements, regulations or law.

**STATE ONLY APPLICABLE REQUIREMENTS**

The following conditions are state applicable requirements and are not subject to compliance certification requirements unless otherwise noted or required under 6 NYCRR Part 201.

**Condition 105: Contaminant List**  
Effective between the dates of 06/07/2006 and 06/06/2011

**Applicable State Requirement: ECL 19-0301**

**Item 105.1:**  
Emissions of the following contaminants are subject to contaminant specific requirements in this

**New York State Department of Environmental Conservation**  
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permit(emission limits, control requirements or compliance monitoring conditions).

CAS No: 0NY100-00-0  
Name: HAP

CAS No: 000074-82-8  
Name: METHANE

CAS No: 0NY998-20-0  
Name: NMOC - LANDFILL USE ONLY

CAS No: 0NY210-00-0  
Name: OXIDES OF NITROGEN

**Condition 106: Unavoidable noncompliance and violations**  
**Effective between the dates of 06/07/2006 and 06/06/2011**

**Applicable State Requirement: 6NYCRR 201-1.4**

**Item 106.1:**

At the discretion of the commissioner a violation of any applicable emission standard for necessary scheduled equipment maintenance, start-up/shutdown conditions and malfunctions or upsets may be excused if such violations are unavoidable. The following actions and recordkeeping and reporting requirements must be adhered to in such circumstances.

(a) The facility owner and/or operator shall compile and maintain records of all equipment maintenance or start-up/shutdown activities when they can be expected to result in an exceedance of any applicable emission standard, and shall submit a report of such activities to the commissioner's representative when requested to do so in writing or when so required by a condition of a permit issued for the corresponding air contamination source except where conditions elsewhere in this permit which contain more stringent reporting and notification provisions for an applicable requirement, in which case they supercede those stated here. Such reports shall describe why the violation was unavoidable and shall include the time, frequency and duration of the maintenance and/or start-up/shutdown activities and the identification of air contaminants, and the estimated emission rates. If a facility owner and/or operator is subject to continuous stack monitoring and quarterly reporting requirements, he need not submit reports for equipment maintenance or start-up/shutdown for the facility to the commissioner's representative.

(b) In the event that emissions of air contaminants in excess of any emission standard in 6 NYCRR Chapter III Subchapter A occur due to a malfunction, the facility owner and/or operator shall report such malfunction by telephone to the commissioner's representative as soon as possible during normal working hours, but in any event not later than two working days after becoming aware that the malfunction occurred. Within 30 days thereafter, when requested in writing by the commissioner's representative, the facility owner and/or operator shall submit a written report to the commissioner's representative describing the malfunction, the corrective action taken, identification of air contaminants, and an estimate of the emission rates. These reporting requirements are superceded by conditions elsewhere in this permit which contain reporting and notification provisions for applicable requirements more stringent than those above.



(c) The Department may also require the owner and/or operator to include in reports described under (a) and (b) above an estimate of the maximum ground level concentration of each air contaminant emitted and the effect of such emissions depending on the deviation of the malfunction and the air contaminants emitted.

(d) In the event of maintenance, start-up/shutdown or malfunction conditions which result in emissions exceeding any applicable emission standard, the facility owner and/or operator shall take appropriate action to prevent emissions which will result in contravention of any applicable ambient air quality standard. Reasonably available control technology, as determined by the commissioner, shall be applied during any maintenance, start-up/shutdown or malfunction condition subject to this paragraph.

(e) In order to have a violation of a federal regulation (such as a new source performance standard or national emissions standard for hazardous air pollutants) excused, the specific federal regulation must provide for an affirmative defense during start-up, shutdowns, malfunctions or upsets.

**Condition 107: Air pollution prohibited**  
**Effective between the dates of 06/07/2006 and 06/06/2011**

**Applicable State Requirement: 6NYCRR 211.2**

**Item 107.1:**

No person shall cause or allow emissions of air contaminants to the outdoor atmosphere of such quantity, characteristic or duration which are injurious to human, plant or animal life or to property, or which unreasonably interfere with the comfortable enjoyment of life or property. Notwithstanding the existence of specific air quality standards or emission limits, this prohibition applies, but is not limited to, any particulate, fume, gas, mist, odor, smoke, vapor, pollen, toxic or deleterious emission, either alone or in combination with others.

**New York State Department of Environmental Conservation**  
**Facility DEC ID: 8264800014**



**PERMIT**  
**Under the Environmental Conservation Law (ECL)**

**IDENTIFICATION INFORMATION**

Permit Type: Air Title V Facility  
Permit ID: 8-2648-00014/00011  
Effective Date: 09/11/2006 Expiration Date: 09/10/2011

Permit Issued To: MONROE COUNTY  
39 WEST MAIN ST  
ROCHESTER, NY 14614-1218

Contact: JOHN E GRAHAM  
MONROE CO DEPT ENVIRONMENTAL SERVICES  
7100 CITY PL - 50 W MAIN ST  
ROCHESTER, NY 14614-1228  
(585) 760-7517

Facility: RIGA/MILL SEAT LANDFILL  
303 BREW RD  
BERGEN, NY 14416

Contact: JEFFREY G RICHARDSON  
WMNY - MILL SEAT LANDFILL  
303 BREW RD  
BERGEN, NY 14416

**Description:**

Renewal of the Title V Facility Permit originally issued December 13, 1999, with a minor modification effective August 4, 2004 to reflect removal of several odor control flares and the installation of new flares. This renewed Permit reflects the addition of a landfill gas to energy plant to existing landfill operations authorized by the previous Permit. This landfill is subject to federal New Source Performance Standards in 40 CFR Part 60, Subpart WWW, since its design capacity exceeds 2,500,000 megagrams (metric tons) and 2,500,000 cubic meters, which meets the major stationary source definition of 6 NYCRR Part 201-6.1(a)(2).

The original Emission Unit, 1-LANDE, now includes a 900-cfm open flare, a 3500-cfm enclosed flare to be used as a backup emission control after generator plant startup, 4 candlestick flares at the vents of the leachate collection system for odor control, fugitive emissions from two 1.5 million gallon leachate storage tanks, and other exempt equipment.

The landfill gas to energy plant, new Emission Unit P-00001, will generate electrical power from six 1148 horsepower landfill gas fired generators, and eventually expand to eight generators as landfill gas volume increases. Construction of the plant requires an Article 24 Freshwater Wetland Permit for construction of landfill gas pipelines and maintenance access roads in the 100 foot wide adjacent area of Class 2 NYS Freshwater Wetland RG-7, and overhead electric transmission lines and maintenance access points in the 100 foot wide adjacent area of Class 2 NYS Freshwater Wetland RG-10.

**New York State Department of Environmental Conservation**  
**Facility DEC ID: 8264800014**



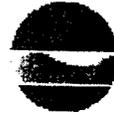
This permit includes Special Permit Conditions to allow flexibility in the combustion of landfill gas, by either the generators or the flares, sufficient to restrict the project potential to emit CO to below the 250 ton per year increase applicability threshold of 40CFR 52.21 Prevention of Significant Deterioration, and to restrict the project potential to emit NOx to below the 100 ton per year increase applicability threshold of 6 NYCRR Part 231-2 New Source Review in Ozone Transport Regions.

Compliance verification includes emissions testing on CO and NOx sources, calculation of monthly emissions of CO and NOx, and calculation of 12 month rolling totals of emissions.

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

Permit Administrator:        DAVID L BIMBER  
   DIVISION OF ENVIRONMENTAL PERMITS  
   6274 EAST AVON LIMA RD  
   AVON, NY 14414-9519

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



**Notification of Other State Permittee Obligations**

**Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

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

**Item B: Permittee's Contractors to Comply with Permit**

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

**Item C: Permittee Responsible for Obtaining Other Required Permits**

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

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

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

**New York State Department of Environmental Conservation**  
**Facility DEC ID: 8264800014**



**LIST OF CONDITIONS**

**DEC GENERAL CONDITIONS**

**General Provisions**

Facility Inspection by the Department

Relationship of this Permit to Other Department Orders and Determinations

Applications for Permit Renewals and Modifications

Permit Modifications, Suspensions and Revocations by the Department

**Facility Level**

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



**DEC GENERAL CONDITIONS**

**\*\*\*\* General Provisions \*\*\*\***

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

**GENERAL CONDITIONS - Apply to ALL Authorized Permits.**

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

**Item 1.1:**

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

**Item 1.2:**

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

**Item 1.3:**

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

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

**Item 2.1:**

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

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

**Item 3.1:**

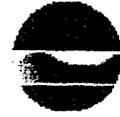
The permittee must submit a separate written application to the Department for renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing.

**Item 3.2:**

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

**Item 3.3:**

**New York State Department of Environmental Conservation**  
**Facility DEC ID: 8264800014**



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

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

**Item 4.1:**

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

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

**\*\*\*\* Facility Level \*\*\*\***

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

**Item 5.1:**

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

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