

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. (New Milford) 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: 4/23/09

SUBSCRIBED AND SWORN TO BEFORE ME THIS 23 day of April, 2009  
pursuant to New Hampshire Admin. Code PUC 2500 Rules.

Name: Jennifer Hickerson Date: 4.23.09

Jennifer Hickerson  
Notary Public  
My commission expires:





(2)

New Milford CT 6776  
(City) (State) (Zip code)

9. Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_

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

Steven Pruchnik 860-354-4409  
(Name) (Telephone number)

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

12. The GIS facility code, if applicable: MSS978 or N/A:

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

14. If Class I certification is sought for a generation facility that uses biomass, the applicant shall submit:

(a) quarterly average NOx emission rates over the past rolling year,

(b) the most recent average particulate matter emission rates as required by the New Hampshire Department of Environmental Services (NHDES),

(c) a description of the pollution control equipment or proposed practices for compliance with such requirements,

(d) proof that a copy of the completed application has been filed with the NHDES, and

(e) conduct a stack test to verify compliance with the emission standard for particulate matter no later than 12 months prior to the end of the subject calendar quarter except as provided for in RSA 362-F:12, II.

(f)  N/A: Class I certification is NOT being sought for a generation facility that uses biomass.

15. If Class I certification is sought for the incremental new production of electricity by a generation facility that uses biomass, methane or hydroelectric technologies to produce energy, the applicant shall:

(a) demonstrate that it has made capital investments after January 1, 2006 with the successful purpose of improving the efficiency or increasing the output of renewable energy from the facility, and

(b) supply the historical generation baseline as defined in RSA 362-F:2, X.

(c)  N/A: Class I certification is NOT being sought for the incremental new production of electricity by a generation facility that uses biomass, methane or hydroelectric technologies.

16. If Class I certification is sought for repowered Class III or Class IV sources, the applicant shall:

(a) demonstrate that it has made new capital investments for the purpose of restoring unusable generation capacity or adding to the existing capacity, in light of the NHDES environmental

permitting requirements or otherwise, and

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





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

**State of New Hampshire**  
Public Utilities Commission  
Application Form – Additional Support  
New Milford 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 2.4 MW with an initial commercial on-line operation date of April 2008.

(15)(a) New Milford landfill gas-to-energy facility originally consisted of 1 Solar Centaur Turbine with a rated capacity of 3.1 Mega-watts installed prior to January 1, 2006. In or around December 2007, the Solar Centaur Turbine was fully removed and replaced with three (3) 3516 Caterpillar engines with a rated capacity of 2.4 Mega-watts.

(b) See attached 2007 and 2008 historical generation

Month	2007	2008
January	755	0
February	611	0
March	611	0
April	683	683
May	627	764
June	636	1327
July	682	1487
August	681	1380
September	604	1482
October	0	1453
November	0	1401
December	0	1419

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.

- (20) See attached Connecticut Air Quality Permit
- (21) See attached fully executed Interconnection Agreement.
- (22) Via Connecticut Light and Power Company metering system
- (23) Facility certified in the State of Connecticut
- (25) Verified by ISO New England
- (26) Reported by ISO New England and reported to GIS

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WM Renewable Energy, L.L.C. - bep

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## Generator Information

**NEPOOL Generator:** Yes  
**MSS Unit ID:** 978  
**Plant Name:** UNDER5MW  
**Unit Name: \*** NEW MILFORD  
**Status:** Approved  
**Name Plate Capacity: \*** 2.400 (MW)  
**Location of generating unit: \*** New England (ISO New England Control Area)  
**City: \*** New Milford  
**State: \*** CONNECTICUT

## Labor Characteristics

**Majority of employees operating at generation plant are employed under collective bargaining agreement:**  (check for yes)

**If generating plant experienced a labor dispute in the most recent calendar year, replacement workers were used:**  (check for yes)

## Vintage

**Vintage (month and year of commercial operation): \*** 06/1991 (format: MM/YYYY)  
**Repowering/derate date:** 01/2008 (format: MM/YYYY)  
**Capacity addition/subtraction:** (MW)  
**Refurbishment date:** (format: MM/YYYY) (Relevant to Maine RPS)  
**Date Operation Recommended after at Least Two Years of Not Operating:** (format: MM/YYYY) (Relevant to Maine RPS)  
**Date recognized by System Operators as capacity resource after not being recognized as a** (format: MM/YYYY) (Relevant to Maine RPS)

capacity resource for at least two years:

FERC hydroelectric license relicensing date:

(format: MM/YYYY)

**Emissions Reporting**

CEM Reporting:

(check for yes)

Ability to Cogenerate Electricity and Steam:

(check for yes)

ORIS PL:

(1 - 6 numeric characters)

Emissions Unit ID(s):

(1 - 6 alphanumeric characters, separate multiple ids with semicolons)

Peer unit name and address (if not reporting actual generator emissions):

Single Fuel  Multi Fuel

Fuel Type: \*

\* Required Field

[Privacy Policy](#)

INTERCONNECTION AGREEMENT  
BETWEEN  
THE CONNECTICUT LIGHT AND POWER COMPANY  
AND  
BIO-ENERGY PARTNERS

THIS INTERCONNECTION AGREEMENT (the "Agreement") is made and entered into as of this 11<sup>th</sup> day of February, 2002, (the "Effective Date") by and between THE CONNECTICUT LIGHT AND POWER COMPANY, a specially chartered Connecticut corporation and public service company ("Utility"), and BIO-ENERGY PARTNERS, a Connecticut limited partnership ("Owner"). Utility and Owner may be individually referred to in this Agreement as a "Party", and collectively referred to in this Agreement as the "Parties".

WITNESSETH:

WHEREAS, Owner owns an existing, approximately 3,330 kilowatt, landfill gas-fired electrical generation facility located at 182 Danbury Road, New Milford, Connecticut (the "Facility"), described in more detail in Exhibit 1, which is interconnected to Utility's 13,800 volt distribution system.

WHEREAS, Utility and Owner entered into a contract for the purchase and sale of electric energy dated as of March 1, 1990, as amended on June 1, 1997 (collectively, the "Original Contract"), pursuant to which Owner agreed to supply and deliver, and Purchaser agreed to purchase the net electric output of the Facility on the terms and provisions set forth therein.

WHEREAS, the Original Contract has governed the interconnection between the Facility and Utility's electric system.

WHEREAS, the Original Contract expires on November 11, 2001.

WHEREAS, with respect to delivery of electricity from the Facility to Utility's electric distribution system, Utility and Owner desire to set forth in this Agreement the provisions and requirements concerning the continuation of the existing electrical interconnection (the "Electrical Interconnection") between the Facility and Utility's electric system, including the operation and maintenance of such interconnection, and Utility's provision of interconnection service.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree that the following terms and conditions shall govern the electrical interconnection and associated facilities and the rights and obligations relating thereto for the term of this Agreement:

1. Definitions.

(a) CDPUC shall mean the Connecticut Department of Public Utility Control or its successor agency.

(b) Facility shall mean 3,330 kilowatt, landfill gas-fired electrical generation facility located at 182 Danbury Road, New Milford, Connecticut, described in more detail in Exhibit 1, which is interconnected to Utility's 13,800 volt distribution system.

(c) FERC shall mean the Federal Energy Regulatory Commission or its successor agency.

(d) Force Majeure 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, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's reasonable control

(e) Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility 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 law, regulation, good business practices, reliability, safety, environmental protection 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.

(f) ISO shall mean Independent System Operator – New England or any successor system operator and shall include any regional dispatch function that is an agent or part of such system operator.

(g) NEPOOL shall mean New England Power Pool or any successor organization or entity performing similar functions, which may be the ISO.

(h) Point of Interconnection shall mean the point of interconnection between the Facility and Utility's electric system as designated on the Interconnection Diagram, a copy of which is attached hereto as Exhibit 2.

(i) Site shall mean that certain tract of real property located at 182 Danbury Road, New Milford, Connecticut on which the Facility is situated.

2. Effective Date, Term and Termination of Agreement.

(a) The obligations of Utility and Owner under this Agreement shall commence on November 12, 2001 and, unless otherwise terminated by either Party pursuant to this Section, shall terminate on the earlier of December 31, 2011 or the date on which the Facility ceases to provide electricity.

(b) Owner may at any time terminate this Agreement by providing ninety (90) days prior written notice to Utility.

(c) Either Party may terminate this Agreement upon thirty (30) calendar days prior written notice to the other Party, if the other Party has committed a material breach of this Agreement and has not cured such breach within such thirty (30) day notice period; provided, that such thirty (30) day period shall be extended for up to an additional one hundred eighty (180) days so long as the Party that committed such material breach is diligently attempting in good faith to remedy such breach; and provided, further that nothing in this subsection shall require Utility to accept electricity or maintain its interconnection with Owner during such thirty (30) or one hundred eighty (180) day cure period(s) if Owner is not in compliance with Sections 4, 5 or 7 of this Agreement.

3. Delivery of Electricity and Operation of Facilities.

(a) Owner shall own, operate and maintain at its own expense, and in accordance with Good Utility Practice, the electrical interconnection facilities at the Facility up to the Point of Interconnection and shall deliver electricity to Utility's electrical facilities at the Point of Interconnection.

(b) Utility shall own, operate and maintain, at Owner's expense, and in accordance with Good Utility Practice, the portion of Utility's electric system that are used in whole or in part for such interconnection and shall accept delivery of electricity at the Point of Interconnection.

4. Interconnection Equipment.

(a) The Facility shall be interconnected to Utility's electrical system using interconnection equipment, relays and associated protective and control equipment necessary to maintain the standard of quality and safety of electricity required by this Agreement and the Utility's interconnection procedures (including OEG 103 – Guidelines for Cogeneration), as may be accepted, approved or modified by the FERC or the CDPUC from time to time. Utility shall have the right, but not the obligation, to review and inspect the design and setting of the electrical interconnection facilities described in Section 3(a) and to inform Owner of any problems it believes exists with such equipment and any proposals it has for correcting such problems. Within a reasonable time period thereafter, Owner shall, at its own expense, either implement Utility's proposals, or alternatives accomplishing the same purpose, and so inform the Utility or demonstrate that such actions are not required by this Agreement or Utility's interconnection procedures.

(b) Owner shall, at its own expense, install, maintain, and periodically test equipment necessary for protection against conditions that could have an adverse effect on Utility's electrical system or customers, including, but not limited to, inadvertent and unwanted reenergization of a dead line or bus, asynchronous interconnection, ground or phase faults, voltages and frequencies outside of acceptable limits, or as otherwise required by Good Utility Practice and Utility's interconnection procedures as may be accepted, approved or modified by

the FERC or the CDPUC from time to time, and shall in all respects operate and maintain the interconnection-related portions of the Facility in accordance with Good Utility Practice.

(c) Each Party shall be responsible for installing, operating and maintaining equipment necessary for protecting its own facilities from possible damage by reason of electrical disturbances or faults caused by the operation, faulty operation, or non-operation of the other Party's facilities, as well as of other electric systems interconnected to Utility's electrical system, and unless due to wanton, willful or grossly negligent conduct of the other Party, neither Party shall be liable for any such damages so caused.

(d) Utility shall have the right to inspect upon reasonable notice to Owner, all interconnection-related and protective equipment at the Facility whenever such inspection may be deemed by it to be necessary. With the prior consent of Owner (which consent shall not be unreasonably withheld, delayed or conditioned), or in cases of emergency, inspection may include tripping of the electrical circuit breakers or opening of electric disconnect devices. If any such equipment is found not to be working properly, Utility shall promptly notify Owner, and Owner shall promptly cause it to be corrected at its own expense. Until such correction is accomplished, Utility has the right to suspend acceptance of electricity generated by the Facility if, and only for so long as, in Utility's reasonable opinion, continuing to accept electricity would adversely affect the safe and reliable operation of its electric system. Utility's inspection of Owner's equipment shall not be construed as endorsing the design thereof nor as any warranty of the safety, durability or reliability of said equipment, nor shall it relieve Owner from its responsibility to maintain and test such equipment.

(e) Each Party shall promptly notify the other Party of any modification to its operations, equipment or facilities or any other event that may have an adverse effect on the equipment or facilities of the other Party.

5. Electrical Characteristics.

(a) All electricity generated by Owner shall be delivered to Utility at the Point of Interconnection and accepted by it in the form of three-phase, sixty (60) hertz, alternating current at 13,800 volts nominal, unless a different standard or practice is required by the FERC or the CDPUC.

(b) The electrical frequency shall be maintained at 60.00 hertz and shall not vary by more than one-hundredth (.01) hertz from 60.00 hertz, except during unavoidable momentary fluctuations.

(c) (1) Owner shall deliver power at the Point of Interconnection at power factor levels that do not normally (at least ninety-five percent (95%) of the time) draw reactive power from the Utility's system at the Point of Interconnection. If Owner fails to maintain and/or to restore its power factor to such levels or such a range within thirty (30) days after written notice from Utility, Utility may install, at Owner's expense, at such locations on CL&P's electrical system as Utility may determine in accordance with Good Utility Practice, capacitors or other electric equipment necessary to ensure that electricity is delivered within such power factor

range.

(2) If Utility subsequently requests that Owner operate the Facility in a revised power factor range, Owner shall do so provided that its equipment is capable of operating within such revised range and Utility compensates Owner for any demonstrated incremental costs for equipment necessary for such revised operations.

(3) During system emergencies, Utility may require Owner to operate at power factor levels outside the stated range, but within the capability of the Owner's equipment.

(d) Owner shall operate and maintain the Facility in a manner which avoids the generation of harmonic frequencies, voltage fluctuations or voltage or power factor levels that could adversely affect Utility's electrical system or its customers, and in compliance with Utility's operating rules, regulations, procedures and interconnection standards for non-utility generators, cogeneration and small power production facilities as may be accepted, approved or modified by the FERC or the CDPUC from time to time.

## 6. Metering.

(a) Owner shall use meters approved by Utility, which approval shall not be unreasonably withheld, capable of time-differentiated (by hour) measurement of the electric output of the Facility in kWh and of reactive power flow.

(b) (1) In order for Utility to meet its reporting obligations to the ISO, the Owner shall comply with the applicable NEPOOL Criteria, Rules and Standards as they are amended, supplemented or superceded from time to time. The criteria now require that the Owner provide Utility daily telephone access to hourly interval data-recording meters enabling Utility to derive (1) net generation at the Point of Interconnection and (2) AC service power loads when the Facility is not generating. The data-recording meters shall be capable of recording both net generation and station service separately, or multiple meters may be used to provide a combination of gross generation, net generation and station service loads. In the event of telephone communication failure, Owner shall report the hourly interval net generation data values to Utility by facsimile or e-mail by 8:00 a.m. on the day following the day of generation. In the event of meter failure, Owner shall provide Utility informed and intelligent estimates of the hourly net generation data by 8:00 a.m. on the day following the day of generation.

(2) Owner shall be responsible for all costs associated with maintaining this telephone access.

(c) Utility shall control, maintain and repair meters, conduct meter accuracy and tolerance tests and prepare all calibration reports required for equipment that measures energy transfers between Owner and Utility in accordance with NEPOOL Operating Procedure OP-18, as amended, supplemented or superceded from time to time, and any applicable requirements of the FERC or the CDPUC. Utility shall be reimbursed by Owner for all reasonably incurred costs associated with work it performs on meters.

(d) Utility shall, where practicable, provide at least ten (10) days notice to Owner prior to any test it may perform on the metering equipment. Owner shall have the right to have a representative present during each such test.

(e) If any metering equipment is found to be inaccurate by a margin of error greater than that allowed under the then applicable NEPOOL Criteria, Rules and Standards or its successor document, such meter will be promptly corrected and the meter readings for the period of inaccuracy shall be adjusted as far as can be reasonably ascertained, but in no event shall such period exceed six (6) months from the date the meter was found to be inaccurate. Utility shall cause any metering equipment found to be inaccurate and that cannot be repaired to be tested and replaced, if necessary, at Owner's expense. Each Party shall comply with any reasonable request of the other concerning the sealing of meters, the presence of a representative of the other Party when the seals are broken and the tests are made, and other matters affecting the accuracy of the measurement of electricity delivered to or from each site. If either Party believes that there has been a meter failure or stoppage, it shall immediately notify the other Party. Each Party shall comply with any reasonable request of the other Party concerning the sealing of meters, the presence of a representative of the other Party when the seals are broken and the tests are made, and other matters affecting the accuracy of the measurement of electricity delivered to or from each site. If either Party believes that there has been a meter failure or stoppage, it shall immediately notify the other Party.

#### 7. Suspension of and Reduction of Deliveries.

(a) Upon notification from the Utility or ISO, or if recognized by Owner's personnel or agents, that the operation of the Facility is causing or substantially contributing to a condition (including, but not limited to, the generation of harmonic frequencies, voltage fluctuations, or voltage levels outside the range specified in Section 5) that has an adverse impact on the safe and reliable operation of Utility's electric system, or customers, Owner shall immediately suspend or reduce electricity deliveries to the extent required to eliminate such adverse impact. If Owner fails or refuses to comply with a request pursuant to this section to suspend or reduce electric deliveries, or if giving such notice is not practicable, the Utility or ISO may interrupt the interconnection with Owner. If the operation of the Facility is primarily causing the condition, Owner shall, at its own cost, modify its electric facilities to the extent necessary to promptly resume full deliveries of electricity at a quality of electric service that does not have an adverse impact on Utility's electric system or customers. Upon Owner's request, the Utility will modify its electrical facilities to assist Owner in resuming full deliveries provided that Owner reimburses Utility for all costs and expenses incurred by Utility in making such modifications. If the Utility requests a suspension or reduction of deliveries pursuant to this section, it shall, as soon as practicable, provide a written statement to the Owner setting forth the reasons for such suspension or reduction.

(b) In the event of an abnormal condition on Utility's electrical system (such as Force Majeure, system emergency, safety problem, forced outage, period of routine maintenance that cannot reasonably be coordinated with Owner's period of maintenance or shutdown, or physical inability of Utility's system to accept electricity deliveries) or if otherwise required by Good Utility Practice, and upon oral or written notice from Utility, except if giving such notice is not

(d) Utility shall, where practicable, provide at least ten (10) days notice to Owner prior to any test it may perform on the metering equipment. Owner shall have the right to have a representative present during each such test.

(e) If any metering equipment is found to be inaccurate by a margin of error greater than that allowed under the then applicable NEPOOL Criteria, Rules and Standards or its successor document, such meter will be promptly corrected and the meter readings for the period of inaccuracy shall be adjusted as far as can be reasonably ascertained, but in no event shall such period exceed six (6) months from the date the meter was found to be inaccurate. Utility shall cause any metering equipment found to be inaccurate and that cannot be repaired to be tested and replaced, if necessary, at Owner's expense. Each Party shall comply with any reasonable request of the other concerning the sealing of meters, the presence of a representative of the other Party when the seals are broken and the tests are made, and other matters affecting the accuracy of the measurement of electricity delivered to or from each site. If either Party believes that there has been a meter failure or stoppage, it shall immediately notify the other Party. Each Party shall comply with any reasonable request of the other Party concerning the sealing of meters, the presence of a representative of the other Party when the seals are broken and the tests are made, and other matters affecting the accuracy of the measurement of electricity delivered to or from each site. If either Party believes that there has been a meter failure or stoppage, it shall immediately notify the other Party.

7. Suspension of and Reduction of Deliveries.

(a) Upon notification from the Utility or ISO, or if recognized by Owner's personnel or agents, that the operation of the Facility is causing or substantially contributing to a condition (including, but not limited to, the generation of harmonic frequencies, voltage fluctuations, or voltage levels outside the range specified in Section 5) that has an adverse impact on the safe and reliable operation of Utility's electric system, or customers, Owner shall immediately suspend or reduce electricity deliveries to the extent required to eliminate such adverse impact. If Owner fails or refuses to comply with a request pursuant to this section to suspend or reduce electric deliveries, or if giving such notice is not practicable, the Utility or ISO may interrupt the interconnection with Owner. If the operation of the Facility is primarily causing the condition, Owner shall, at its own cost, modify its electric facilities to the extent necessary to promptly resume full deliveries of electricity at a quality of electric service that does not have an adverse impact on Utility's electric system or customers. Upon Owner's request, the Utility will modify its electrical facilities to assist Owner in resuming full deliveries provided that Owner reimburses Utility for all costs and expenses incurred by Utility in making such modifications. If the Utility requests a suspension or reduction of deliveries pursuant to this section, it shall, as soon as practicable, provide a written statement to the Owner setting forth the reasons for such suspension or reduction.

(b) In the event of an abnormal condition on Utility's electrical system (such as Force Majeure, system emergency, safety problem, forced outage, period of routine maintenance that cannot reasonably be coordinated with Owner's period of maintenance or shutdown, or physical inability of Utility's system to accept electricity deliveries) or if otherwise required by Good Utility Practice, and upon oral or written notice from Utility, except if giving such notice is not

practicable (in which case Utility or ISO may immediately take such action as is necessary to suspend or reduce deliveries), Owner shall suspend or reduce deliveries of electricity as requested by Utility or ISO. Utility shall use reasonable efforts to remedy the abnormal condition or take other appropriate action so that full deliveries of electricity can be restored as soon as practicable. If Utility or ISO requests a suspension or reduction pursuant to this subsection, Utility shall, as soon as practicable, provide a written statement to Owner setting forth the reasons for such suspension or reduction request and the likely duration thereof.

(c) During periods for which deliveries of electricity are reduced or suspended pursuant to subsections (a) or (b) of this section, Utility shall have no obligation to accept any such deliveries from the Facility to the extent of and for the duration of such reduction or suspension, and may interrupt the interconnection between the respective electrical systems of the Parties. During periods for which deliveries of electricity are reduced pursuant to subsections (a) or (b) of this section, Utility shall have no obligation to accept any deliveries of electricity from the Facility in excess of the reduced amount, and may interrupt or limit the interconnection between the respective electrical systems of the Parties to the extent necessary to accomplish and maintain the required reduction. If any suspension or reduction of electric deliveries pursuant to this Section is due to the gross or willful negligence of the Utility or the material violation of this Agreement by the Utility, the Utility shall be liable to the Owner solely for the net profits that would have been made for any generation lost.

8. Charges to Owner.

(a) (1) Owner shall reimburse Utility for all costs reasonably incurred by Utility, to operate and maintain the electrical interconnection equipment and facilities described in Section 3(b). For that portion of Utility's electrical facilities that are used, in whole or in part, for the interconnection of Owner's Facility with Utility's system, Owner shall on a quarterly basis reimburse Utility for the costs reasonably allocated for operation, maintenance, property taxes, repair, replacement and applicable overhead costs as determined by analysis of such facilities and applying FERC cost allocation methods as may be approved, allowed or accepted by the agency with jurisdiction over such charges.

(2) Unless and until otherwise changed by Utility, with any appropriate regulatory approvals, Owner's responsibility for the interconnection capital, operating and maintenance costs applicable to the Facility and described in subsection (a)(1) shall be for those assessed by Utility in accordance with Appendix A to the CDPUC's January 3, 1996 Decision in Docket No. 90-04-14 a copy of which is attached hereto as Exhibit 3.

(3) Utility shall submit an invoice to Owner within a reasonable time after the first day of each quarter for costs incurred by Utility during the preceding quarter and Owner shall reimburse Utility for such costs within twenty (20) days of receipt of Utility's invoice. All payments shall be made in immediately available funds payable to the Utility, or by wire transfer to a bank named by the Utility.

(b) Owner shall be responsible for payment of any applicable distribution or transmission wheeling charges associated with the transportation of electricity beyond the Point

of Interconnection, pursuant to the Northeast Utilities System Companies Transmission Tariff No. 9 ("T9") or its successor tariff.

9. Utility's Inspection and Use of the Site.

(a) Owner hereby grants Utility, its officers, employees and affiliates and their officers and employees, the right, but not the obligation, throughout the Term to enter upon the Site to inspect the Facility and Owner's operation thereof, provided, however, that such inspections shall not unreasonably interfere with Owner's operation of the Facility. Except in emergency circumstances Utility shall provide at least seven (7) days prior notice of any such inspection. The Utility's inspection of the Owner's equipment shall not be construed as endorsing the design thereof nor as any warranty of the safety, durability or reliability of said equipment.

(b) Owner hereby grants Utility, its officers and employees and affiliates and their officers and employees, and with Owner's prior consent (which shall not be unreasonably withheld) such agents and contractors or Utility as may be reasonably necessary to undertake activities under this subsection, the right, but not the obligation, for the Term to enter upon the Site provided such entry shall not unreasonably interfere with Owner's operation of the Facility, with such personnel, equipment, materials and supplies as may be necessary for Utility to construct, install, operate, maintain, inspect, replace, repair and remove such equipment necessary in the reasonable opinion of Utility to:

(i) ensure that the quality of electricity being delivered by Owner meets the requirements of this Agreement, and

(ii) to interconnect, interrupt, monitor or measure electrical generation produced at the Facility, in accordance with this Agreement.

(c) Owner shall acquire no ownership interest in any equipment installed by Utility pursuant to subsection (b) and Utility shall have a reasonable time after termination of this Agreement in which to remove its equipment. In addition, Owner shall provide, without charge, reasonable space for such equipment and a means for reasonable access by Utility to the Site.

10. Indemnification.

Owner and Utility shall each at all times indemnify, defend and hold the other, its affiliates, and its and their directors, officers, employees, agents and contractors, harmless from and against all third party liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever including, but not limited to personal injury (including death) or property damage, environmental liabilities and governmental fees, fines, demands, suits, recoveries, costs and expenses, court costs, attorney fees, penalties and all other obligations that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damage may be attributable to the negligence or intentional wrongdoing of the Party seeking to be indemnified.

11. Limitation of Liability.

Except to the extent expressly provided in this Agreement, neither Party shall be liable to the other Party, its affiliates and their directors, officers, employees, agents and contractors for any indirect, consequential, incidental, punitive or exemplary damages whether in tort, by contract (including indemnification), by statute or otherwise.

12. Liability to Third Parties and Dedication.

(a) Nothing in this Agreement shall create any right in, any duty to, any standard of care with reference to, or any liability to any person not a Party to it, nor make any person a third party beneficiary of this Agreement.

(b) No undertaking by one Party to the other under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or to the public or affect the status of the Utility as an independent public utility corporation or Owner as an independent entity and not a public utility.

13. Insurance.

(a) Owner shall, at its own expense, acquire and maintain through the term of this Agreement the following minimum insurance coverages, subject to commercially reasonable deductible amounts, as long as such coverages or reasonably similar coverages are available on reasonable commercial terms:

(1) Statutory coverage for Worker's Compensation.

(2) Commercial General Liability Coverage including Operations, Contractual Liability and Broad Form Property Damage Liability, written with limits no less than \$2,000,000 of combined single limit or equivalent coverage for bodily injury, personal injury, and property damage as the result of any one occurrence.

(3) Comprehensive Automobile Liability Coverage, including all owned, non-owned, and hired vehicles, written with limits no less than \$1,000,000 of combined single limit or equivalent coverage for bodily injury, personal injury and property damage as the result of any one occurrence.

(b) All dollar amounts expressed in this section are in 2000 real dollars and the nominal amount of coverage required shall be updated triannually on the anniversary of the Effective Date for inflation based on increases in the Implicit Gross National Product Price Deflator.

(c) Each policy described in subsection (a) shall: (i) be endorsed naming Utility, its officers, employees, agents, contractors and affiliates and their officers, directors, employees, and agents as additional insureds with respect to any and all claims for third party bodily injury and/or property damages, (ii) require sixty (60) days written notice to be given to Utility of

cancellation, termination and/or material change in any of the policies, (iii) state that such insurance coverage shall be primary to any other coverage available to Utility or its affiliates and that any rights of subrogation against Utility are waived, (iv) provide that Utility shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance, and (v) state that it is not in excess to or contributing with any insurance of self-insurance maintained by Utility.

(d) Owner shall provide Utility with a certificate of insurance on or before the Effective Date. Utility shall have the right to inspect or obtain a copy of the original policies of insurance, including certificates and endorsements at any time during the term of this Agreement, and Owner shall upon Utility's request promptly furnish the requested policies, certificates and endorsements to the Utility.

(e) Such insurance coverage shall not be deemed to limit Owner's liability under this Agreement.

14. Waiver.

No waiver by either Party of the performance of any obligation under this Agreement or with respect to any default or any other matter arising in connection with this Agreement shall be deemed a waiver with respect to any subsequent performance, default or matter.

15. Modification.

No modification or waiver of all or any part of this Agreement shall be valid unless it is reduced to writing and signed by both parties.

16. Interpretation.

Interpretation and performance of this Agreement shall be in accordance with and shall be controlled by the internal laws of the State of Connecticut.

17. Applicability.

This Agreement constitutes the entire understanding between the parties, supersedes any and all previous understandings between the parties, and binds and inures to the benefit of each of the parties, their successors and assigns.

18. Audit Rights.

Each Party shall have the right throughout the term of this Agreement and for a period of one (1) year following the end of the term of this Agreement upon reasonable prior notice, to audit the books and records of the other Party to the limited extent necessary, to determine compliance with the terms of this Agreement. The Party to be audited shall make all such records available at its office during normal business hours.

19. Compliance with Law.

Owner and Utility shall at all times comply with all valid and applicable federal, state and local laws, rules, regulations and orders.

20. Dispute Resolution.

(a) Any and all disputes and differences pertaining to or arising out of this Agreement or the breach thereof, which cannot be settled by mutual consent of both parties and which are not subject to the jurisdiction of FERC or the CDPUC, shall be referred to a senior representative of the Utility and a senior representative of the Owner for resolution on an informal basis as promptly as practicable.

(b) In the event the designated representatives are unable to resolve the dispute within thirty (30) days (or such other period as the Parties may agree upon) then, at the request of either Party, upon seven (7) days written notice to the other Party, the matter shall be referred to binding arbitration in accordance with the Commercial Arbitration Rules (the "Rules") of the AAA, except as modified herein. The arbitration shall be conducted by a single arbitrator selected by the Parties by mutual agreement. The appointment of the arbitrator, if not agreed upon by the Parties within twenty (20) days of the arbitration referral, shall be made in accordance with the Rules. Unless otherwise agreed by the Parties, the arbitrator, whether selected by the Parties, or in accordance with the Rules, shall have expertise in energy law, and shall have no current or recent business or financial relationship with either Party or any interest, financial or otherwise, in the outcome of the proceeding. Prior to the commencement of the arbitration proceeding, the arbitrator shall provide an oath or undertaking of impartiality.

(c) The arbitrator designated in accordance with subsection (b) of this section shall conduct a hearing and within thirty (30) days thereafter (unless such time is extended by agreement of the parties) shall notify the parties in writing of the decision, stating the reasons for such decision and separately listing findings of fact and conclusion of law. The arbitrator shall have no power to amend or add to this agreement. Subject to such limitation, the decision of the arbitrator shall be final and binding, except that either Party may petition a court of competent jurisdiction for review of errors of law. The decision shall determine and specify how the expense of the arbitration shall be borne.

(d) The parties shall continue to perform their obligations under this Agreement during the pendency of any proceeding provided for by this section.

21. Retail Electrical Services Supplied by Utility.

This Agreement does not provide for any retail electric services by Utility to Owner. If Owner requires any retail electric services from Utility, Owner shall receive such service in accordance with Utility's applicable electric tariffs or, if no currently existing tariff is applicable, by a special contract.

22. Assignment.

(a) Except as provided in subsections (b) and (c), this Agreement may not be assigned, either in whole or in part, by either Party except upon the express written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned. Any person to whom an assignment is made shall be required to demonstrate, to the reasonable satisfaction of the non-assigning Party, that it is capable of fulfilling all of the assigning Party's requirements of this Agreement.

(b) Notwithstanding subsection (a), Utility shall have the right to assign its rights and obligations without the consent of Owner to any affiliated company within the Northeast Utilities or within its successor holding company system, or to any independent transmission company, regional transmission entity or organization or similar entity or organization authorized by the FERC to own and/or operate regional transmission facilities, in each case without recourse to Utility.

(c) Notwithstanding subsection (a), Owner shall have the right, without the consent of Utility to: (i) assign any payments received under this Agreement to any financial institution providing financing to it, (ii) assign its rights and obligations, with recourse to Owner to such financial institution or to an affiliate, (iii) assign this Agreement to any third party assignee with the financial, technical and regulatory qualifications to perform this Agreement, including its rights and obligations hereunder, without recourse to Seller, provided that such assignee agrees in writing to assume all obligations of this Agreement or (iv) assign its rights and obligations without the consent of Utility to Waste Management, Inc., or any subsidiary thereof.

23. Notices.

Except as otherwise specified in this Agreement, any notice, demand or request required or authorized by this Agreement to be given in writing to a Party shall either be personally delivered, or mailed by registered or certified mail (return receipt requested) postage prepaid to such Party at the following address:

Utility: The Connecticut Light and Power Company  
P.O. Box 270  
Hartford, CT 06141-0270  
Attention: Vice President – Energy Delivery Services

Or if sent by overnight delivery service:

The Connecticut Light and Power Company  
107 Selden Street  
Berlin, CT 06037  
Attention: Vice President – Energy Delivery Services

With a copy to:

The Connecticut Light and Power Company  
107 Selden Street  
Berlin, CT 06037  
Attention: Vice President and General Counsel

Owner: Bio-Energy Partners  
c/o Waste Management, Inc.  
1001 Fannin, Suite 4000  
Houston, Texas 77002  
Attn: Partnership Administrator

The designation of such person and/or address may be changed at any time by either Party upon written notice given pursuant to the requirements of this Section. A notice served by mail shall be effective upon receipt.

24. Counterparts.

Any number of counterparts of this Agreement may be executed and each shall have the same force and effect as the original.

25. Regulatory Approvals.

The obligations of the Parties under this Agreement shall be subject to all required regulation approvals.

26. Rights of Parties Under Laws and Regulations.

Nothing contained herein shall be construed to restrict the right of either Party under the Federal Power Act or other applicable state or federal law or regulation.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, Utility and Owner have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

THE CONNECTICUT LIGHT AND  
POWER COMPANY

By: \_\_\_\_\_  
Name:  
Title:

BIO-ENERGY PARTNERS

By: \_\_\_\_\_  
Name:  
Title:

Exhibit 1

Description of Facility

The Facility is located at the New Milford Landfill at 182 Danbury Road, New Milford, Connecticut. The landfill contains a substantial amount of solid waste and is producing methane gas which will be used to power the facility.

The Facility consists of a system for collecting the methane gas from the landfill, a Centaur gas turbine generator set with a nameplate capacity of 3330 kW and associated buildings and equipment.

The gas collection system includes gas wells located at the landfill and collection piping to bring the gas to the facility building. Equipment at the building includes gas compressors, filters, coolers, oil and condensate separators and automatic controls, in addition to the Centaur gas turbine generator set. There will be a stand-by gas flare which will be utilized if the turbine generator set is not operating for any significant period. In addition, there will be electrical equipment to interconnect the Facility to CL&P's electrical system as required by Appendix C.

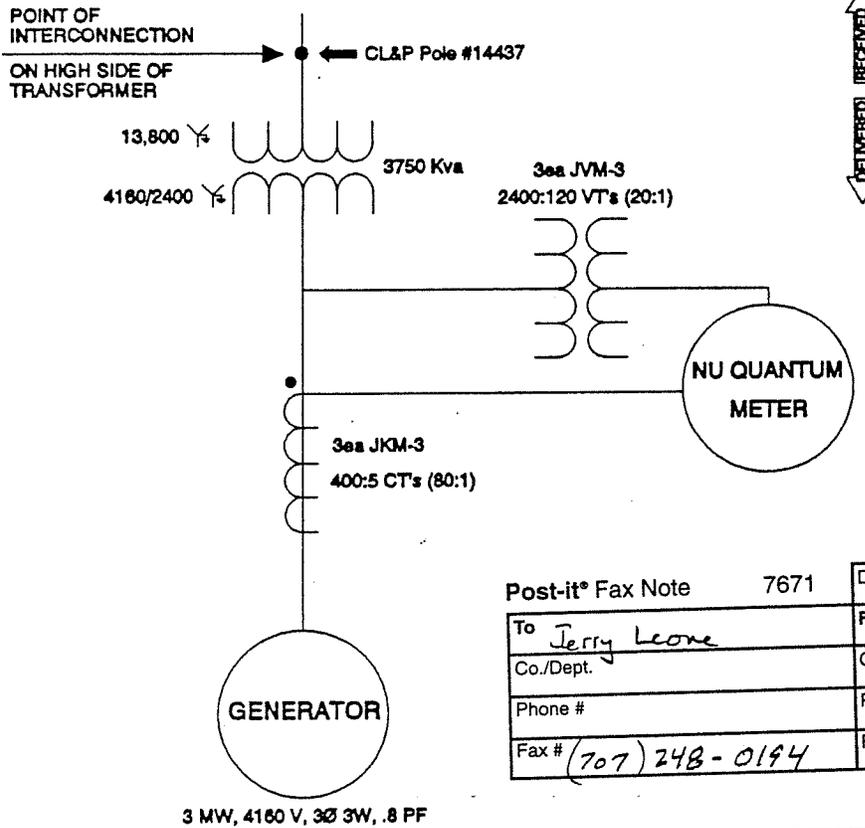
**CO-GEN REVENUE METERING**

Exhibit 2

Name: New Milford La fill  
 Location: 182 Danbury Rd., New Milford  
 District: Bethel/New Milford

Point of Interconnection

**ONE LINE DIAGRAM**



Post-it® Fax Note	7671	Date	11/1/01	# of pages	1
To	Jerry Leone	From	Tim Honan		
Co./Dept.		Co.			
Phone #		Phone #	(860) 665-4524		
Fax #	(707) 248-0194	Fax #			

**Meter Data**

Meter #	841982402	
Customer ID#	20428914	
Type	Quantum	
Register	ST-Q121	
Form #	9F21B (Class 20)	
Const Kr	1600	
Pulse Ke	0.24 Kwh/Pulse	
Pulse Ke	0.45 Kwh/P (Mass Memory)	
Test Grp	Annual	
Convex Output	No	
<b>Recorded Data</b>		
	<b>REC</b>	<b>DEL</b>
Kwh Del (Ch1)	Yes	Yes
Kvarh Del (Ch2)	Yes	Yes
Kwh Rec (Ch3)	Yes	Yes
Kvarh Rec (Ch4)	Yes	Yes
<b>Meter Compensation</b>	<b>REC</b>	<b>DEL</b>
%Watts Fe	-0.080	0.080
%Watts Cu	-0.790	0.790
%VARS Fe	-0.220	0.220
%VARS Cu	-10.009	10.009
Phone #	9-355-6947	
Load Research #	4-2-921-58-4-1	

**COMMENTS**

- 1) High side of VT's tied to grounding bus. No neutral brought into station.
  - 2) Separate 200 amp. service installed for emergency power. Meter # 714095821.
- \* Apply Primary Meter discounts for delivered power according to rates.

**M&S CO-GEN STANDARD ONE LINE DIAGRAM FOR REVENUE METERING**

Project Engineer: Henry Cosker *HPC* Date: 2/18/93  
 Staff Check: Initials *DCS* Date: 2/23/93  
 M&S Staff; EMS, District M&S, District EMS, Load Research



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



Mr. Mark P. DeVine  
Waste Management of Connecticut, Inc.  
4 Liberty Lane West  
Hampton, NH 03842

Dear Mr. DeVine:

Enclosed are certified copies of your original permits to construct and operate three 9.1 MMBtu/hr Caterpillar G3516 Internal Combustion Engines at the above location.

This letter does not relieve you of the responsibility to comply with the requirements of other appropriate Federal, State, and municipal agencies. The permits are not transferable from one permittee to another (without prior written notification), from one location to another (unless the subject equipment is a portable rock crusher or stripping facility), or from one piece of equipment to another. The permits must be posted for easy access at the site of operation.

Permit renewal applications must be filed at least one hundred twenty (120) days prior to the permit expiration date, if applicable. Pursuant to Section 22a-174-3a of the Regulations of Connecticut State Agencies, Waste Management of Connecticut, Inc. must apply for a permit modification/revision in writing if it plans any physical change, change in method of operation, or addition to this source which constitutes a modification or revision pursuant to Section 22a-174-1 and 22a-174-2a, respectively. Any such changes should first be discussed with Ms. Debola O. Bamgbose of the Bureau of Air Management, by calling (860) 424-3068. Such changes shall not commence prior to the issuance of a permit modification.

Sincerely,

Gary S. Rose  
Director  
Engineering and Enforcement Division  
Bureau of Air Management

GSR:dob  
Enclosure



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF AIR MANAGEMENT

NEW SOURCE REVIEW PERMIT  
TO CONSTRUCT AND OPERATE  
A STATIONARY SOURCE

Issued pursuant to Title 22a of the Connecticut General Statutes (CGS) and Section 22a-174-3a of the Regulations of Connecticut State Agencies (RCSA).

Owner/Operator:	Waste Management of Connecticut, Inc.
Address:	4 Liberty Lane West, Hampton, NH 03842
Equipment Location:	182-2 Danbury Road, New Milford, CT 06776-4328
Equipment Description:	9.1 MMBtu/hr Caterpillar G3516 Internal Combustion Engines

Town/Permit Number:	130-0064
Premises Numbers:	67
Permit Issue Date:	
Expiration Date:	

  
Gina McCarthy  
Commissioner

6/21/07  
Date

## PERMIT FOR FUEL BURNING EQUIPMENT

### STATE OF CONNECTICUT, DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF AIR MANAGEMENT

The conditions on all pages of this permit and attached appendices shall be verified at all times except those noted as design specifications. Design specifications need not be verified on a continuous basis; however, if requested by the commissioner, demonstration of compliance shall be shown.

#### PART I. OPERATIONAL CONDITIONS

##### A. Operating Limits

1. Fuel Type(s): Landfill Gas
2. Maximum Fuel Consumption over any Consecutive 12 Month Period:  
162.07 MMcf
3. Maximum Fuel Sulfur Content (% by weight, dry basis, as H<sub>2</sub>S): 0.010

##### B. Design Specifications

1. Maximum Fuel Firing Rate(s): 18,502 cf/hr
2. Maximum Gross Heat Input (MMBTU/hr): 9.1 MMBtu/hr

##### C. Stack Parameters

1. Minimum Stack Height (ft): 37
2. Minimum Exhaust Gas Flow Rate (acfm): 6,035
3. Stack Exit Temperature (°F): 887
4. Minimum Distance from Stack to Property Line (ft): 600

**PART II. CONTROL EQUIPMENT** (Applicable if -X- Checked) (See Appendix E for Design Specifications)

##### A. Type

- |   |  |
|---|--|
| <input type="checkbox"/> None                       | <input type="checkbox"/> Selective Non-Catalytic Reduction |
| <input type="checkbox"/> Scrubber                   | <input type="checkbox"/> Selective Catalytic Reduction     |
| <input type="checkbox"/> Electrostatic Precipitator | <input type="checkbox"/> Low NOx Burner                    |
| <input type="checkbox"/> Cyclone                    | <input type="checkbox"/> Fabric Filter                     |
| <input type="checkbox"/> Multi-Cyclone              | <input type="checkbox"/> Particulate Trap                  |
| <input type="checkbox"/> Thermal DeNOx              | <input checked="" type="checkbox"/> Lean Burn Controllers  |

##### B. Minimum Efficiency

1. Capture Efficiency (%): \_\_\_\_\_
2. Removal Efficiency (%): \_\_\_\_\_
3. Overall Efficiency (%): \_\_\_\_\_

FIRM NAME: Waste Management of CT- New Milford Landfill  
 EQUIPMENT LOCATION: 182-2 Danbury Road, New Milford, CT 06776-4328  
 EQUIPMENT DESCRIPTION (MODEL, I.D. #): Caterpillar Internal Combustion Engines Model # G3516

Town No: 130

Premises No: 67

Permit No: 0064

Stack No: 3

CRIGIA

**PERMIT FOR FUEL BURNING EQUIPMENT**

**STATE OF CONNECTICUT, DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF AIR MANAGEMENT**

**PART III. CONTINUOUS EMISSION MONITORING REQUIREMENTS AND  
ASSOCIATED EMISSION LIMITS (Applicable if -X- Checked)**

CEM shall be required for the following pollutant/operational parameters and enforced on the following basis:

<u>Pollutant/Operational Parameter</u>	<u>Averaging Times</u>	<u>Emission Limit</u>	<u>Units</u>
<input checked="" type="checkbox"/> None			
<input type="checkbox"/> Opacity	six minute block		
<input type="checkbox"/> SOx	3 hour rolling		
<input type="checkbox"/> NOx	24 hour rolling		
<input type="checkbox"/> CO	1 hour block		
<input type="checkbox"/> CO <sub>2</sub>	1 hour block		
<input type="checkbox"/> O <sub>2</sub>	1 hour block		
<input type="checkbox"/> Temperature	continuous		

(See Appendix A for General Requirements)

**PART IV. MONITORING, RECORD KEEPING AND REPORTING REQUIREMENTS**

**A. Operating Requirements**

1. All engines and control devices must be installed, configured, operated, and maintained according to the specifications and instructions provided by the engine manufacturer.
2. The three Caterpillar internal combustion engines cannot be operated until the turbine has been removed from the premises.
3. During any air pollution emergency episode that occurs, the units shall be operated in accordance with the Updated Facility Emergency Episode Plans submitted to the Department, pursuant to RCSA Section 22a-174-6.

**B. Monitoring and Testing Requirements**

1. The permittee shall keep records of monthly and annual fuel consumption. Annual fuel consumption shall be based on any consecutive 12 month time period and shall be determined by adding the current month's fuel usage to that of the previous 11 months. The Permittee shall make these calculations within 30 days of the end of the previous month.
2. The permittee shall conduct performance test to demonstrate compliance with the emission limits for NOx, CO, THC, and NMHC. The records which indicate that the engine is complying with the emission limitations given in Part V of this permit shall be kept on file by the permittee and be available for inspection.

FIRM NAME: Waste Management of CT- New Milford Landfill  
 EQUIPMENT LOCATION: 182-2 Danbury Road, New Milford, CT 06776-4328  
 EQUIPMENT DESCRIPTION (MODEL, I.D. #): Caterpillar Internal Combustion  
Engines Model # G3516

Town No: 130

Premises No: 67

Permit No: 0064

Stack No: 3

ORIGINAL

PERMIT FOR FUEL BURNING EQUIPMENT

STATE OF CONNECTICUT, DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF AIR MANAGEMENT

PART IV. MONITORING, RECORD KEEPING AND REPORTING REQUIREMENTS, cont.

3. Annual emissions shall be verified by the permittee by, adding the current month's emissions to the previous eleven months' emissions.

C. Record Keeping Requirements

1. The permittee shall keep records of all tune-ups, repairs, replacement of parts, and other maintenance conducted on the engine, and compliance materials used to indicate that the engine meets the appropriate emission standards, engine manufacturer information, and any other information used to demonstrate compliance.
2. The permittee shall keep each record for 5 years following the date of each occurrence, measurement, maintenance, corrective action, report, or record.

D. Reporting Requirements

1. Notifications: The permittee shall notify the Commissioner in writing within 72 hours of any emergency or malfunction at the premise. The notification should include the following:
  - i. a description of the circumstances surrounding the cause or likely cause of such emergency or malfunction and,
  - ii. a description of all corrective actions and preventive measures taken with respect to such emergency or malfunction and the dates of such actions and measures.
2. The permittee shall maintain records of the occurrence and duration of any startup, shutdown, or malfunction; any malfunction of the air pollution control equipment.
3. The permittee shall submit a compliance plan to the Commissioner within four months of the date the engines becomes subject to RCSA Section 22a-174-22.

FIRM NAME: Waste Management of CT- New Milford Landfill  
EQUIPMENT LOCATION: 182-2 Danbury Road, New Milford, CT 06776-4328  
EQUIPMENT DESCRIPTION (MODEL, I.D. #): Caterpillar Internal Combustion  
Engines Model # G3516

Town No: 130

Premises No: 67

Permit No: 0064

Stack No:3

ORIG.

**PERMIT FOR FUEL BURNING EQUIPMENT**

**STATE OF CONNECTICUT, DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF AIR MANAGEMENT**

**PART V. ALLOWABLE EMISSION LIMITS**

The Permittee shall not exceed the emission limits stated herein at any time.

<u>Criteria Pollutants</u>	<u>#/hr</u>	<u>#/MM BTU</u>	<u>TPY</u>
TSP	0.09	9.99E-03	0.40
PM-10	0.09	9.99E-03	0.40
SO <sub>x</sub>	0.23	2.50E-02	0.99
NO <sub>x</sub>	3.42	3.77E-01	14.97
THC	2.75	3.01E-01	12.03
NMHC	1.04	1.14E-01	4.55
CO	5.82	6.42E-01	25.50

Demonstration of compliance with the above emission limits shall be met by calculating the emission rates using emission factors from the following sources:

1. AP-42, 5<sup>th</sup> Edition Table 2.4-5, Nov 1998
2. Atlantic Analytical Laboratory for the 11/14/05 landfill gas sample
3. Manufacturer's Data
4. Maximum Value of the following:
  - i. EPA's AP-42 Table 2.4-1, Supplement E, dated Nov 1998
  - ii. Tables C1.1 and C2.1 of 'Solid Waste distribution Plan for the New Milford Landfill
  - iii. Sept 1996 actual site analytical data presented in a February 4, 1988 letter from WMCT to CT DEP
5. Organic Destruction Efficiencies obtained from EPA's AP-42 Table 2.4-3, Supplement E, dated Nov 1998
6. Waste Management test data from their facility in Wisconsin

**Hazardous Air Pollutants (HAPs) MASC**

The Permittee can demonstrate that the HAPs actual stack concentration (ASC) does not exceed the maximum allowable stack concentration (MASC) using Equation 1,

$$\text{MASC} = C \times \text{HLV} \quad (\text{Equation 1})$$

Where:

MASC = Maximum Allowable Stack Concentration ( $\mu\text{g}/\text{m}^3$  or ppmv)

C = 1069.34

HLV = Hazard Limiting Value ( $\mu\text{g}/\text{m}^3$  or ppmv)

FIRM NAME:	Waste Management of CT- New Milford Landfill
EQUIPMENT LOCATION:	182-2 Danbury Road, New Milford, CT 06776-4328
EQUIPMENT DESCRIPTION (MODEL, I.D. #):	Caterpillar Internal Combustion Engines Model # G3516

Town No: 130

Premises No: 67

Permit No: 0064

Stack No:3

**ORIGINAL**

**PERMIT FOR FUEL BURNING EQUIPMENT**

**STATE OF CONNECTICUT, DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF AIR MANAGEMENT**

**PART V. ALLOWABLE EMISSION LIMITS, continued**

The MASC is derived using the HAPs corresponding HLV as listed in RCSA Section 22a-174-29 and the stack parameters given in Part I of this permit.

The ASC shall be derived by converting the stack emissions in lb/hr to a concentration in  $\mu\text{g}/\text{m}^3$  or ppmv.

The above statement shall not preclude the commissioner from requiring other means (e.g. stack testing) to demonstrate compliance with the above emission limits, as allowed by state or federal statute, law or regulation.

**PART VI. STACK EMISSION TEST REQUIREMENTS** (Applicable if -X- Checked)

Stack emission testing shall be required for the following pollutant(s):

None at this time

PM       SOx       NOx       CO       VOC       Pb

Other (HAPs): NMHC, THC,

(See Appendix B for General Requirements)

**PART VII. APPLICABLE REGULATORY REFERENCES**

RCSA §§22a-174-3a; 22a-174-6; 22a-174-18; 22a-174-19; 22a-174-22; 22a-174-29

These references are not intended to be all inclusive - other sections of the regulations may apply.

**PART VIII. SPECIAL REQUIREMENTS**

A. The Permittee shall operate and maintain this equipment in accordance with the manufacturer's specifications and written recommendations.

B. *Noise (for non-emergency use)*

The Permittee shall operate this facility at all times in a manner so as not to violate or contribute significantly to the violation of any applicable state noise control regulations, as set forth in RCSA Sections 22a-69-1 through 22a-69-7.4.

FIRM NAME:	Waste Management of CT- New Milford Landfill
EQUIPMENT LOCATION:	182-2 Danbury Road, New Milford, CT 06776-4328
EQUIPMENT DESCRIPTION (MODEL, I.D. #):	Caterpillar Internal Combustion Engines Model # G3516

Town No: 130

Premises No: 67

Permit No: 0064

Stack No:3

**ORIGINAL**

## PERMIT FOR FUEL BURNING EQUIPMENT

STATE OF CONNECTICUT, DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF AIR MANAGEMENT

## PART VIII. SPECIAL REQUIREMENTS, continued

- C. The Permittee shall comply with all applicable sections of the following New Source Performance Standard(s) at all times. (Applicable if -X- checked)

40 CFR Part 60, Subpart:  JJJJ  A

None

(See Appendix C for Detailed Requirements)

- D. The Permittee shall comply with all applicable sections of the following National Emission Standards for Hazardous Air Pollutants at all times. (Applicable if -X- checked)

40 CFR Part 63, Subpart:  ZZZZ  A

None

## PART IX. ADDITIONAL TERMS AND CONDITIONS

- A. This permit does not relieve the Permittee of the responsibility to conduct, maintain and operate the regulated activity in compliance with all applicable requirements of any federal, municipal or other state agency. Nothing in this permit shall relieve the Permittee of other obligations under applicable federal, state and local law.
- B. Any representative of the DEP may enter the Permittee's site in accordance with constitutional limitations at all reasonable times without prior notice, for the purposes of inspecting, monitoring and enforcing the terms and conditions of this permit and applicable state law.
- C. This permit may be revoked, suspended, modified or transferred in accordance with applicable law.
- D. This permit is subject to and in no way derogates from any present or future property rights or other rights or powers of the State of Connecticut and conveys no property rights in real estate or material, nor any exclusive privileges, and is further subject to any and all public and private rights and to any federal, state or local laws or regulations pertinent to the facility or regulated activity affected thereby. This permit shall neither create nor affect any rights of persons or municipalities who are not parties to this permit.

FIRM NAME: Waste Management of CT- New Milford Landfill  
EQUIPMENT LOCATION: 182-2 Danbury Road, New Milford, CT 06776-4328  
EQUIPMENT DESCRIPTION (MODEL, I.D. #): Caterpillar Internal Combustion  
Engines Model # G3516

Town No: 130

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**PERMIT FOR FUEL BURNING EQUIPMENT**

**STATE OF CONNECTICUT, DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF AIR MANAGEMENT**

**PART IX. ADDITIONAL TERMS AND CONDITIONS, continued:**

- E. Any document, including any notice, which is required to be submitted to the commissioner under this permit shall be signed by a duly authorized representative of the Permittee and by the person who is responsible for actually preparing such document, each of whom shall certify in writing as follows: "I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statement made in the submitted information may be punishable as a criminal offense under section 22a-175 of the Connecticut General Statutes, under section 53a-157b of the Connecticut General Statutes, and in accordance with any applicable statute."
- F. Nothing in this permit shall affect the commissioner's authority to institute any proceeding or take any other action to prevent or abate violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for violations of law, including but not limited to violations of this or any other permit issued to the Permittee by the commissioner.
- G. Within 15 days of the date the Permittee becomes aware of a change in any information submitted to the commissioner under this permit, or that any such information was inaccurate or misleading or that any relevant information was omitted, the Permittee shall submit the correct or omitted information to the commissioner.
- H. The date of submission to the commissioner of any document required by this permit shall be the date such document is received by the commissioner. The date of any notice by the commissioner under this permit, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is personally delivered or the date three days after it is mailed by the commissioner, whichever is earlier. Except as otherwise specified in this permit, the word "day" means calendar day. Any document or action which is required by this permit to be submitted or performed by a date which falls on a Saturday, Sunday or legal holiday shall be submitted or performed by the next business day thereafter.
- I. Any document required to be submitted to the commissioner under this permit shall, unless otherwise specified in writing by the commissioner, be directed to: Office of Director; Engineering & Enforcement Division; Bureau of Air Management; Department of Environmental Protection; 79 Elm Street, 5th Floor; Hartford, Connecticut 06106-5127.

FIRM NAME: Waste Management of CT- New Milford Landfill  
 EQUIPMENT LOCATION: 182-2 Danbury Road, New Milford, CT 06776-4328  
 EQUIPMENT DESCRIPTION (MODEL, I.D. #): Caterpillar Internal Combustion  
Engines Model # G3516

Town No: 130

Premises No: 67

Permit No: 0064

Stack No: 3

PERMIT FOR FUEL BURNING EQUIPMENT

STATE OF CONNECTICUT, DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF AIR MANAGEMENT

Appendices attached (Applicable if -X- checked):

- A Continuous Emission Monitoring Requirements
- B Stack Emission Test Requirements
- C New Source Performance Standards, 40 CFR 60 Subpart JJJJ
- D NESHAP; 40 CFR 63 Subpart ZZZZ
- E Control Equipment Design Specifications

Town No: 130

Premises No: 67

Permit No: 0064

Stack No: 3

0-101

## Appendix B: SOURCE STACK TESTING GENERAL REQUIREMENTS

The owner/operator shall conduct stack testing within 60 days of achieving the maximum production rate, but not later than 180 days after initial start up.

Pursuant to the Regulations of Connecticut State Agencies, the owner/operator of this facility shall submit an Intent-to-Test (ITT) package consisting of an ITT form (Form AE404) and a test protocol. The test protocol shall be consistent with the Bureau's Emission Source Test Guideline specifying the test methodology to be followed and the conditions under which the process and its control equipment will be operated. The process shall be operated at a minimum of 90% of the permitted maximum rated capacity and the control equipment shall be operated as specified in this permit.

All proposed test methods shall comply with appropriate Federal test methods or methods acceptable to the Bureau. The ITT package must demonstrate compliance with applicable requirements of the Code of Federal Regulations (CFR) Title 40 Parts 51, 60 and 61. Any proposed test methods that deviate from those specified in these regulations must be approved by the Bureau prior to stack testing. All sampling ports shall be installed and located in compliance with 40 CFR Part 60 Appendix A, Method 1. Final plans showing the location of all sampling ports shall be submitted with the ITT package to the Air Bureau's Stack Test Group for approval prior to stack testing. Please submit an original and one copy of the ITT package to: Bureau of Air Management, Compliance & Field Operations, Stack Test Group, 79 Elm Street, 5th Floor, Hartford, Connecticut 06106-5127.

An inspection of the source may be conducted to verify that appropriate instrumentation is available, and to determine the source process parameters, indicative of compliant operation, to be monitored during stack testing. Once the ITT package is approved, the owner/operator shall be notified, in writing, by the Bureau's Stack Test Group.

The source test must be scheduled, monitored by Bureau personnel, and completed within 60 days from the date of Bureau approval of the proposed ITT package. It is the source's responsibility to conduct preparatory testing for tuning or debugging purposes prior to the Bureau-monitored stack testing. An acceptable test report must be submitted to the Bureau within 45 days of the completion of emissions testing. The owner/operator shall respond to any test report deficiency within 15 days of notification by the Bureau.

Acceptable test results will be incorporated into the final permit to construct and operate. In the event that the stack test report is unacceptable, or the tested values show that the source is not in compliance with applicable permit conditions or regulations, a final permit to construct and operate will be not be issued until the owner/operator responds to and corrects any deficiencies. The Bureau may issue an Administrative Order if there is a likelihood that the source may demonstrate compliance through a process modification and a retes

revised