

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. (Chaffee 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 November 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)

Chaffee NY 14030
(City) (State) (Zip code)

9. Latitude: 42 34'58.80 Longitude: 78 29'13.73

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

Chris Chapman 716-496-7340
(Name) (Telephone number)

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

12. The GIS facility code, if applicable: 32644 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

- 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, Ste. 4000

(2) _____

(3) _____

Houston TX 77002
(City) (State) (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
Chaffee 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 August 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.



STATE OF CONNECTICUT

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

**DOCKET NO. 08-02-13 APPLICATION OF WM RENEWABLE ENERGY, LLC FOR
QUALIFICATION OF CHAFFEE LANDFILL AS A CLASS I
RENEWABLE ENERGY SOURCE**

April 9, 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 Chaffee 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 CT00258-08.

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 Chaffee Landfill generating facility qualifies as a Class I renewable energy source.

Chaffee Landfill is a methane gas from landfill facility located in Chaffee, New York. Chaffee Landfill began commercial operation on August 1, 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, Chaffee Landfill is a methane gas from landfill facility located at 10860 Olean Road, Chaffee, NY 14030. Chaffee 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 Chaffee Landfill qualifies as a Class I renewable energy facility.

III. FINDINGS OF FACT

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

IV. CONCLUSION

Based on the evidence submitted, the Department finds that Chaffee 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. Chaffee Landfill's Connecticut RPS registration number is CT00258-08.

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. 08-02-13 APPLICATION OF WM RENEWABLE ENERGY, LLC FOR
QUALIFICATION OF CHAFFEE 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

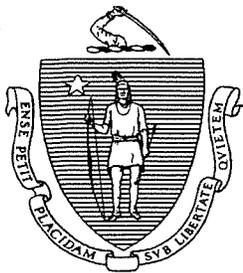
The foregoing is a true and correct copy of the Decision issued by the Department of Public Utility Control, State of Connecticut, and was forwarded by Certified Mail to all parties of record in this proceeding on the date indicated.

Louise E. Rickard

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

April 10, 2008

Date



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

Email: Energy@State.MA.US

Deval L. Patrick
Governor

Timothy P. Murray
Lieutenant Governor

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

Philip Giudice
Commissioner

TELEPHONE
617-727-4732

FACSIMILE
617-727-0030
617-727-0093

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
Chaffee Landfill [LG-1082-07]
4.8 MW in Chaffee, 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 Chaffee 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.

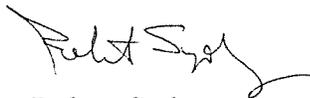
Each Massachusetts New Renewable Generation Unit is also assigned a unique Massachusetts RPS Identification Number (MA RPS ID#). The MA RPS ID # stated on the Statement of Qualification must be included in all correspondence with the Division. Chaffee Landfill's MA RPS ID# is **LG-1082-07**.

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.

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 **4th day of December 2007**.

Generation Unit Name, Location, and Capacity:

Chaffee Landfill Chaffee, 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:

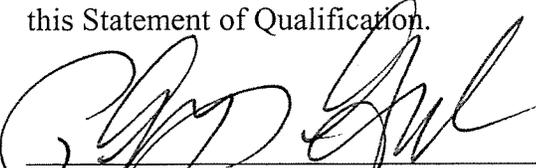
(pending)

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-1082-07

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 RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

IN RE: APPLICATION FOR STANDARD CERTIFICATION DOCKET NO. 3924
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 Regulations¹ 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 Chaffee Landfill Generation Unit, a 4.8 MW Eligible Biomass-Landfill Methane energy Generation Unit located in Chaffee, 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

¹ 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

(19314) ORDERED:

1) That the Chaffee 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 August 1, 2007 and located a Control Area adjacent to NEPOOL in Chafee, NY.

2) That the Generation Unit's NEPOOL-GIS Identification Number is 32644.

3) That the Company's Generation Unit as identified above is hereby assigned unique certification number RI -3924-N08.

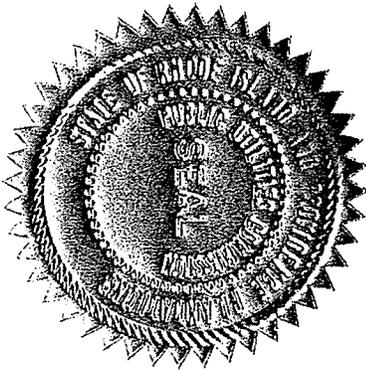
4) That, as a Generation Unit located in a control area adjacent to NEPOOL, eligibility is granted only to the extent that the energy produced by the Generation Unit is actually delivered into NEPOOL for consumption by New England customers where delivery of such energy from the Generation Unit into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

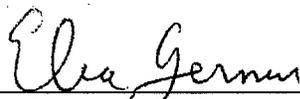
5) That, although the Commission will rely upon the documentation specified in Sections 5.1(ii) and 5.1(iii) of the RES Regulations and the NEPOOL GIS for verification of production of energy from the Company's Generation Unit certified as eligible in this Order, the Company will provide information 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.

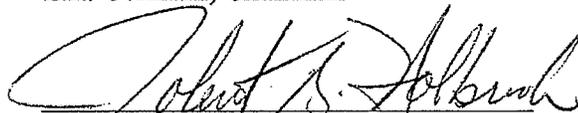
6) That the Company shall notify the Commission in the event of a change in the facility's eligibility status.

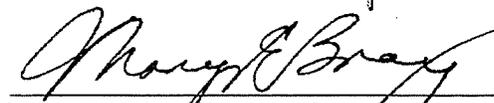
DATED AND EFFECTIVE AT WARWICK, RHODE ISLAND ON JUNE 12, 2008 PURSUANT TO AN OPEN MEETING DECISION. WRITTEN ORDER ISSUED JUNE 19, 2008.

PUBLIC UTILITIES COMMISSION




Elia Germani, Chairman


Robert B. Holbrook, Commissioner


Mary E. Bray, Commissioner

New York State Department of Environmental Conservation
Facility DEC ID: 9146200001



PERMIT
Under the Environmental Conservation Law (ECL)

IDENTIFICATION INFORMATION

Permit Type: Air State Facility
Permit ID: 9-1462-00001/00024
Effective Date: 08/02/2006 Expiration Date: No expiration date

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

Contact: THOMAS LEWIS
WASTE MANAGMENT OF NY LLC - CHAFFEE
10860 OLEAN RD
CHAFFEE, NY 14030-9799
(716) 496-5000

Facility: CHAFFEE LANDFILL
10860 OLEAN ROAD
CHAFFEE, NY 14030-9799

Contact: THOMAS LEWIS
WASTE MANAGMENT OF NY LLC - CHAFFEE
10860 OLEAN RD
CHAFFEE, NY 14030-9799
(716) 496-5000

Description:

Waste Management of New York, LLC (WMNY) is requesting authorization to construct and operate a 4.8-megawatt power production plant (PPP) utilizing landfill gas from the Chaffee Landfill as a source of fuel.

The existing Chaffee Landfill has a solid waste disposal capacity of approximately 8.3 million tons. At the present time, landfill gas from the existing Chaffee Landfill is being controlled by an enclosed flare and a small backup open flare that was recently approved as a minor modification to the facility's Title V permit. WMNY is proposing to construct a PPP that will be the primary landfill gas control system operating in conjunction with the existing enclosed flare to control landfill gas emissions from the existing Chaffee Landfill. The enclosed flare and open flare can also act as a backup to the PPP in the event the plant is down for repair.

The proposed PPP will be owned and operated by WMNY and located on WMNY property adjacent to the existing enclosed flare. The PPP contains six internal combustion reciprocating engines rated at 1148 Bhp per engine. Filtering, dewatering, and compressing the gas prior to combustion in the internal combustion reciprocating engines will treat the landfill gas as provided in 40 CFR 60.752(b)(2)(iii)(C). Equipment that uses treated landfill gas will not be subject to the requirements of the NSPS including the



**New York State Department of Environmental Conservation
Facility DEC ID: 9146200001**

performance testing and ongoing monitoring, record keeping and reporting or the SSM requirements under 40 CFR 63 Subpart A. The PPP is a minor source under 6 NYCRR Part 231-2 non-attainment New Source Review (NSR) for oxides of nitrogen(NOx) because the potential to emit of the engines is less than 100 tons per year (tpy). The PPP is also a minor source for non-attainment new source review for volatile organic compounds (VOC) because the potential to emit of the engines is less than 50 tpy.

Due to the addition of the PPP, the entire Chaffee Landfill will become a major source for NOx. As such, the engines must meet the requirements of 6 NYCRR Part 227-2 Reasonably Available Control Technology (RACT) for NOx. The applicant proposes to meet these requirements. Also included in this permit are initial and periodic emission testing requirements to verify that the applicant continues to comply with the emission control requirements.

In addition to constructing the PPP, the project will involve construction of an overhead electrical power utility line to interconnect with the public utility power distribution lines on Hand Road.

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 S DENK
 DIVISION OF ENVIRONMENTAL PERMITS
 270 MICHIGAN AVE
 BUFFALO, NY 14203-2999

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: 9146200001



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 9
HEADQUARTERS



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

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

New York State Department of Environmental Conservation
Facility DEC ID: 9146200001



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 9 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 9 Headquarters
Division of Environmental Permits
270 Michigan Avenue
Buffalo, NY 14203-2999
(716) 851-7165

New York State Department of Environmental Conservation
Permit ID: 9-1462-00001/00024 Facility DEC ID: 9146200001



Permit Under the Environmental Conservation Law (ECL)

ARTICLE 19: AIR POLLUTION CONTROL - AIR STATE FACILITY PERMIT

IDENTIFICATION INFORMATION

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

Facility: CHAFFEE LANDFILL
10860 OLEAN ROAD
CHAFFEE, NY 14030-9799

Authorized Activity By Standard Industrial Classification Code:
1499 - NONMETALLIC MINERALS, NEC
4911 - ELECTRIC SERVICES
4953 - REFUSE SYSTEMS

Permit Effective Date: 08/02/2006

Permit Expiration Date: No expiration date.



LIST OF CONDITIONS

FEDERALLY ENFORCEABLE CONDITIONS

Emission Unit Level

EU=P-00001

- 1 6NYCRR 227-1.3(a): Compliance Demonstration
- 2 6NYCRR 227-2.4(f)(2)(iii): Compliance Demonstration
- 3 6NYCRR 227-2.4(f)(2)(iii): Compliance Demonstration
- 4 6NYCRR 227-2.6(c): Compliance Demonstration
- 5 40CFR 60.752(b)(2)(iii)(C), NSPS Subpart WWW: Compliance Demonstration

STATE ONLY ENFORCEABLE CONDITIONS

Facility Level

- 6 ECL 19-0301: Contaminant List
- 7 6NYCRR 201-1.4: Unavoidable noncompliance and violations
- 8 6NYCRR 201-5: Emission Unit Definition
- 9 6NYCRR 211.2: Air pollution prohibited

Emission Unit Level

- 10 6NYCRR 201-5: Emission Point Definition By Emission Unit
- 11 6NYCRR 201-5: Process Definition By Emission Unit



FEDERALLY ENFORCEABLE CONDITIONS
****** Emission Unit Level ******

NOTIFICATION OF GENERAL PERMITTEE OBLIGATIONS

This section contains terms and conditions which are federally enforceable. Permittees may also have other obligations under regulations of general applicability

Item A: Sealing - 6NYCRR Part 200.5

The Commissioner may seal an air contamination source to prevent its operation if compliance with 6 NYCRR Chapter III is not met within the time provided by an order of the Commissioner issued in the case of the violation.

Sealing means labeling or tagging a source to notify any person that operation of the source is prohibited, and also includes physical means of preventing the operation of an air contamination source without resulting in destruction of any equipment associated with such source, and includes, but is not limited to, bolting, chaining or wiring shut control panels, apertures or conduits associated with such source.

No person shall operate any air contamination source sealed by the Commissioner in accordance with this section unless a modification has been made which enables such source to comply with all requirements applicable to such modification.

Unless authorized by the Commissioner, no person shall remove or alter any seal affixed to any contamination source in accordance with this section.

Item B: Acceptable Ambient Air Quality - 6NYCRR Part 200.6

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

Item C: Maintenance of Equipment - 6NYCRR Part 200.7

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.

Item D: Unpermitted Emission Sources - 6NYCRR Part 201-1.2

If an existing emission source was subject to the permitting requirements of 6NYCRR Part 201 at the time of construction or modification, and the owner and/or operator failed to apply for a permit for such emission source then the following provisions apply:

(a) The owner and/or operator must apply for a permit for such emission source or register the facility in accordance with the provisions of Part 201.

(b) The emission source or facility is subject to all regulations that were applicable to it at the time of construction or modification and any subsequent requirements applicable to existing sources or facilities.

Item E: 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 F: Recycling and Salvage - 6NYCRR Part 201-1.7

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 6 NYCRR.

Item G: Prohibition of Reintroduction of Collected Contaminants to the Air - 6NYCRR Part 201-1.8

No person shall unnecessarily 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.

Item H: Proof of Eligibility for Sources Defined as Exempt Activities - 6 NYCRR Part 201-3.2(a)

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 6 NYCRR Subpart 201-3. 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 6 NYCRR Subpart 201-3, 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 I: Proof of Eligibility for Sources Defined as Trivial Activities - 6 NYCRR Part 201-3.3(a)

The owner and/or operator of an emission source or unit that is listed as being trivial in 6 NYCRR Part 201 may be required to certify that it operates within the specific



criteria described in 6 NYCRR Subpart 201-3. 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 6 NYCRR Subpart 201-3, 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 J: Required Emission Tests - 6 NYCRR Part 202-1.1

An acceptable report of measured emissions shall be submitted, as may be required by the Commissioner, to ascertain compliance or noncompliance with any air pollution code, rule, or regulation. Failure to submit a report acceptable to the Commissioner within the time stated shall be sufficient reason for the Commissioner to suspend or deny an operating permit. Notification and acceptable procedures are specified in 6 NYCRR Part 202-1.

Item K: Visible Emissions Limited - 6 NYCRR Part 211.3

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

Item L: Open Fires - 6 NYCRR Part 215

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

Item M: 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 N: **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.

FEDERAL APPLICABLE REQUIREMENTS
The following conditions are federally enforceable.

Condition 1: **Compliance Demonstration**
Effective between the dates of 08/02/2006 and Permit Expiration Date
Applicable Federal Requirement: 6NYCRR 227-1.3(a)

Item 1.1:
The Compliance Demonstration activity will be performed for:

Emission Unit: P-00001

Item 1.2:
Compliance Demonstration 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

New York State Department of Environmental Conservation
Permit ID: 9-1462-00001/00024 Facility DEC ID: 9146200001



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: DAILY
Averaging Method: 6-MINUTE AVERAGE (METHOD 9)
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 2: Compliance Demonstration
Effective between the dates of 08/02/2006 and Permit Expiration Date

Applicable Federal Requirement: 6NYCRR 227-2.4(f)(2)(iii)

Item 2.1:
The Compliance Demonstration activity will be performed for:

Emission Unit: P-00001

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

Item 2.2:
Compliance Demonstration shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING
Monitoring Description:

In order to show compliance with the NO_x RACT standard of sources firing landfill gas of 2.0 grams per brake horsepower-hour, the facility is required to conduct instantaneous testing over a 15-minute period (in order to ensure a stabilized reading) semiannually per calendar year using a portable NO_x analyzer. The sampling will be done in accordance with the analyzer manufacturer's recommendations for testing and calibration (using non-EPA methods).

The facility shall use the average flow exhaust rate

New York State Department of Environmental Conservation
Permit ID: 9-1462-00001/00024 Facility DEC ID: 9146200001



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 3: Compliance Demonstration
Effective between the dates of 08/02/2006 and Permit Expiration Date

Applicable Federal Requirement: 6NYCRR 227-2.4(f)(2)(iii)

Item 3.1:
The Compliance Demonstration activity will be performed for:

Emission Unit: P-00001

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

Item 3.2:
Compliance Demonstration shall include the following monitoring:

Monitoring Type: MONITORING OF PROCESS OR CONTROL DEVICE PARAMETERS AS SURROGATE

Monitoring Description:

The facility will limit NO_x emissions from each engine to 2.0 grams per brake horsepower-hour. The facility will measure and record oxygen levels in the exhaust stack of each engine on a monthly basis. The output/emissions from the engines are regulated by an air/fuel ratio controller, which automatically adjusts the air/fuel ratio of the inlet fuel supply as needed. The range of oxygen levels is based on manufacturer's specifications of an engine operating at full load. This range may be modified based on the most recent approved emissions test.

Parameter Monitored: OXYGEN O₂
Lower Permit Limit: 6.3 percent

New York State Department of Environmental Conservation
Permit ID: 9-1462-00001/00024 Facility DEC ID: 9146200001



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 4: Compliance Demonstration
Effective between the dates of 08/02/2006 and Permit Expiration Date

Applicable Federal Requirement: 6NYCRR 227-2.6(c)

Item 4.1:

The Compliance Demonstration activity will be performed for:

Emission Unit: P-00001

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

Item 4.2:

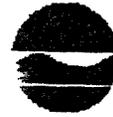
Compliance Demonstration shall include the following monitoring:

Monitoring Type: INTERMITTENT EMISSION TESTING
Monitoring Description:

In order to show compliance with the NO_x RACT standard of sources firing landfill gas of 2.0 grams per brake horsepower-hour, the facility is required to conduct an emission test under 6NYCRR Part 227-2.6(a)(7). In accordance with this requirement, the facility must:

1) submit a test protocol to the Regional Air Pollution Control Engineer (RAPCE) at least 60 days prior to the proposed test date. The conditions of the testing and the locations of the sampling devices must be acceptable to the Department. Department staff will be afforded the opportunity to witness the performance test by notifying the RAPCE of the actual test date.

2) utilize the procedures set forth in 40 CFR Part 60, Appendix A or any other method acceptable to the Department and the Administrator for determining compliance with the NO_x limit of 2.0 grams per brake horsepower-hour, and must, in addition, follow the procedures set forth in 6NYCRR Part 202 as follows:



For stationary internal combustion engines, utilize Method 7, 7E, or 19 from 40 CFR Part 60, Appendix A or another reference method approved by the Department;

3) submit a compliance test report containing the results of the emission test to the RAPCE 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.

Upper Permit Limit: 2.0 grams per brake horsepower-hour
Reference Test Method: EPA Reference 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 5: Compliance Demonstration
Effective between the dates of 08/02/2006 and Permit Expiration Date

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

WWW

Item 5.1:
The Compliance Demonstration activity will be performed for:

Emission Unit: P-00001

Item 5.2:
Compliance Demonstration shall include the following monitoring:

Monitoring Type: RECORD KEEPING/MAINTENANCE PROCEDURES

Monitoring Description:

In accordance with 40 CFR §60.752(b)(2)(iii)(C), landfill gas collected from a MSW landfill may be either combusted in an appropriate control device or routed to a "treatment system that processes the collected gas for subsequent sale or use."

Treatment is defined by EPA and the Department as



compression, dewatering and filtering of particulate. Waste Management is installing the following treatment system:

Filtration: At a minimum, the system will filter landfill gas using a dry filter or similar device (e.g., impaction, interception or diffusion device). The filter shall reduce particulate matter in the gas stream to a size of at least 10 microns.

Dewatering: Landfill gas is de-watered by cooling the superheated gas from the blower in the cooler. Landfill gas is cooled in the cooler, lowering the gas temperature to below the dew point and causing the water in the gas to condense. The condensed water is then trapped in the filters after the cooler. The cooled gas is then reheated prior to entering the gas plant. The system will de-water landfill gas using chillers, air-to-air coolers, dehumidification devices or other dehydration equipment as approved by the Department.

Compression: Landfill gas is extracted from the landfill under vacuum and compressed in a rotary blower. The gas is compressed in the blower such that it is approximately 5 to 7 psi coming out of the blower. The system will compress landfill gas using gas blowers or similar devices approved by the Department.

WMNY shall operate the treatment system at all times according to manufacturer's specifications when gas is routed for subsequent sale or use. Within 180 days of startup, WMNY shall submit to the Department a monitoring plan for the treatment system. The plan shall describe the monitoring for the filtering, dewatering and compression of the landfill gas to assure that the treatment system operates as designed. This monitoring plan shall be followed at all times during operation of the treatment system.

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.

New York State Department of Environmental Conservation
Permit ID: 9-1462-00001/00024 Facility DEC ID: 9146200001



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



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: Public Access to Recordkeeping for Facilities With State Facility Permits - 6NYCRR Part 201-1.10(a)

Where emission source owners and/or operators keep records pursuant to compliance with the operational flexibility requirements of 6 NYCRR Subpart 201-5.4(b)(1), and/or the emission capping requirements of 6 NYCRR Subparts 201-7.2(d), 201-7.3(f), 201-7.3(g), 201-7.3(h)(5), 201-7.3(i) and 201-7.3(j), the Department will make such records available to the public upon request in accordance with 6 NYCRR Part 616 - Public Access to Records. Emission source owners and/or operators must submit the records required to comply with the request within sixty working days of written notification by the Department of receipt of the request.

Item B: 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 only enforceable.

Condition 6: Contaminant List
Effective between the dates of 08/02/2006 and Permit Expiration Date

Applicable State Requirement: ECL 19-0301

Item 6.1:

Emissions of the following contaminants are subject to contaminant specific requirements in this permit (emission limits, control requirements or compliance monitoring conditions).

CAS No: 0NY210-00-0

Name: OXIDES OF NITROGEN

Condition 7: Unavoidable noncompliance and violations
Effective between the dates of 08/02/2006 and Permit Expiration Date

Applicable State Requirement: 6NYCRR 201-1.4

Item 7.1:

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

New York State Department of Environmental Conservation
Permit ID: 9-1462-00001/00024 **Facility DEC ID: 9146200001**



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 8: Emission Unit Definition
Effective between the dates of 08/02/2006 and Permit Expiration Date

Applicable State Requirement: 6NYCRR 201-5

Item 8.1:

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

Emission Unit: P-00001

Emission Unit Description:

The power production plant (PPP) contains six internal combustion reciprocating engines rated at 1148 Bhp per engine. The landfill gas will be treated using filtration, dewatering, and compression prior to combustion in the PPP. Exhaust gases from the engines vent to the atmosphere.

Building(s): GASPLANT

Condition 9: Air pollution prohibited
Effective between the dates of 08/02/2006 and Permit Expiration Date

Applicable State Requirement: 6NYCRR 211.2

Item 9.1:

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



New York State Department of Environmental Conservation
Permit ID: 9-1462-00001/00024 Facility DEC ID: 9146200001

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.

****** Emission Unit Level ******

Condition 10: Emission Point Definition By Emission Unit
Effective between the dates of 08/02/2006 and Permit Expiration Date

Applicable State Requirement: 6NYCRR 201-5

Item 10.1:

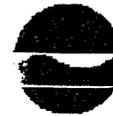
The following emission points are included in this permit for the cited Emission Unit:

Emission Unit: P-00001			
Emission Point: 00001			
Height (ft.): 29	Diameter (in.): 10		
NYTMN (km.): 4719.3	NYTME (km.): 214.3	Building: GASPLANT	
Emission Point: 00002			
Height (ft.): 29	Diameter (in.): 10		
NYTMN (km.): 4719.3	NYTME (km.): 214.3	Building: GASPLANT	
Emission Point: 00003			
Height (ft.): 29	Diameter (in.): 10		
NYTMN (km.): 4719.3	NYTME (km.): 214.3	Building: GASPLANT	
Emission Point: 00004			
Height (ft.): 29	Diameter (in.): 10		
NYTMN (km.): 4719.3	NYTME (km.): 214.3	Building: GASPLANT	
Emission Point: 00005			
Height (ft.): 29	Diameter (in.): 10		
NYTMN (km.): 4719.3	NYTME (km.): 214.3	Building: GASPLANT	
Emission Point: 00006			
Height (ft.): 29	Diameter (in.): 10		
NYTMN (km.): 4719.3	NYTME (km.): 214.3	Building: GASPLANT	

Condition 11: Process Definition By Emission Unit
Effective between the dates of 08/02/2006 and Permit Expiration Date

Applicable State Requirement: 6NYCRR 201-5

New York State Department of Environmental Conservation
Permit ID: 9-1462-00001/00024 Facility DEC ID: 9146200001



Item 11.1:

This permit authorizes the following regulated processes for the cited Emission Unit:

Emission Unit: P-00001

Process: 601

Source Classification Code: 4-03-888-05

Process Description:

The power production plant (PPP) contains six internal combustion reciprocating engines rated at 1148 Bhp per engine. The landfill gas will enter the PPP compressor room for treatment (LFG01) using filtration, dewatering, and compression prior to being combusted in the six IC engines (Caterpillar Model G3516 Engines). Condensate formed during the treatment of the landfill gas drains to an underground tank where it is later transferred to a tanker truck to be hauled to a waste water treatment plant for disposal.

Emission Source/Control: ENG01 - Combustion

Design Capacity: 340 cubic feet per minute

Emission Source/Control: ENG02 - Combustion

Design Capacity: 340 cubic feet per minute

Emission Source/Control: ENG03 - Combustion

Design Capacity: 340 cubic feet per minute

Emission Source/Control: ENG04 - Combustion

Design Capacity: 340 cubic feet per minute

Emission Source/Control: ENG05 - Combustion

Design Capacity: 340 cubic feet per minute

Emission Source/Control: ENG06 - Combustion

Design Capacity: 340 cubic feet per minute

Item 11.2:

This permit authorizes the following regulated processes for the cited Emission Unit:

Emission Unit: P-00001

Process: 602

Source Classification Code: 4-03-888-05

Process Description:

The power production plant (P-00001) will have an insignificant emission point called a "crankcase breather vent." The function of the crankcase breather vent is to allow moisture in each of the engines crankcase to be vented so water does not collect in the engines oil pan.

New York State Department of Environmental Conservation
Permit ID: 9-1462-00001/00024 Facility DEC ID: 9146200001



The water vapor might contain some motor oil in the form of a mist. Other insignificant emissions might come from the virgin motor oil storage tank, the used oil storage tank, the landfill gas condensate tank and the gas chromatograph vent. Calculations for these emissions are included with this application.

Emission Source/Control: ENG01 - Combustion
Design Capacity: 340 cubic feet per minute

Emission Source/Control: ENG02 - Combustion
Design Capacity: 340 cubic feet per minute

Emission Source/Control: ENG03 - Combustion
Design Capacity: 340 cubic feet per minute

Emission Source/Control: ENG04 - Combustion
Design Capacity: 340 cubic feet per minute

Emission Source/Control: ENG05 - Combustion
Design Capacity: 340 cubic feet per minute

Emission Source/Control: ENG06 - Combustion
Design Capacity: 340 cubic feet per minute

EXECUTION COPY

FROM: CONSTELLATION ENERGY COMMODITIES GROUP, INC.
TO: WM Renewable Energy, LLC
1001 Fannin; Suite 4000
Houston, TX 77002
ATTN: David Unger, Energy Marketing Manager
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This Agreement dated as of March 27, 2008 (this "Agreement") is between **WM Renewable Energy, LLC** ("Seller") and **Constellation Energy Commodities Group, Inc.** ("Buyer") (each individually a "Party" and collectively the "Parties") regarding a power purchase and sale transaction on the terms and conditions set forth herein.

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

REF: _____

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

Seller: **WM Renewable Energy, LLC**

Facility: Seller's Chaffee, NY landfill gas-to-energy facility consisting of six Caterpillar 3516 reciprocating engines, each with a nameplate capacity of 0.8 MW ("Facility").

Delivery Point: Seller's interconnection point with the Niagara Mohawk ("Utility") transmission system, such point known as PTID 323603 in Zone A, NY according to the New York Independent System Operator ("NYISO").

Delivery Period: Commencing HE 1:00 EPT April 1, 2008 and continuing through and including HE 24:00 December 31, 2009 (including North American Electric Reliability Corporation (or its successor, "NERC") Holidays)

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

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

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

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

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

Seller understands and agrees that, notwithstanding any future expansions of landfill gas collection and use at the site of the Facility, the first use of any landfill gas available at the Facility shall be for purposes of generating Product by the Facility, and Seller shall not use such landfill gas for any other purpose unless the Facility is operating, and delivering Product to the Delivery Point, at net maximum capacity (4.8 MW, net of station service use).

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 4.0 MWhs on average, but ranging between 0 MWhs and in no event in excess of 4.8 MWhs

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

Price:

Price for each MWh of Energy delivered during the Delivery Period (the "Price") for each month of the Delivery Period shall be as set forth in Exhibit C hereto, which Price constitutes full compensation to Seller for all Product generated by or to which the Facility is entitled. Buyer shall not be entitled to any discount to the Price in the event that one or more components of the Product are absent because they were not produced or because the Facility is not entitled to such Product component, except (i) in the case of the Facility's failure to qualify for UCAP in any month, as further described below; and (ii) in the case of RECs, if the RECs associated with the Facility's generation no longer qualify to be used to satisfy either CTRPS or MARPS as the result of a change in law or regulation, as further described below. Notwithstanding the foregoing, Seller shall pay all costs, expenses and/or charges by the NYISO or any third party in respect of the Facility's back-up and maintenance power requirements and shall indemnify Buyer for any such costs, expenses and/or charges paid by Buyer in respect thereof.

Scheduling:

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

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

Notwithstanding the immediately preceding paragraph, Seller shall have no liability for failing to match actual generation to scheduled generation if it provides Schedules as provided above, unless actual generation for any day varies by more than fifty percent (50%) from the last such Schedule delivered

by Seller to Buyer and such variation did not occur as a consequence of (i) an event of Force Majeure, or (ii) action by Seller that was necessary in accordance with Prudent Industry Practice under the circumstances.

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

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

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

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

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

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

- (i) entering the proper operating and dispatch characteristics in respect of the Facility with the NYISO in accordance with the NYISO rules and protocols;
- (ii) notifying and providing the NYISO and the Utility with information with respect to all planned outages, unplanned outage and De-rates information;
- (iii) scheduling voltage testing with the NYISO and the Utility;
- (iv) with the cooperation of Seller, scheduling DMNC with the NYISO;

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

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

RECs:

During the Term of this Agreement, the delivery of Energy to Buyer at the Delivery Point shall represent a transfer and assignment to Buyer of all right and title to and claim over all RECs and Other Attributes associated with the specified MWh generated by the Facility and delivered to Buyer. Each Party agrees in good faith to cooperate and use commercially reasonable efforts to enable Buyer successfully to own, market, sell, trade or otherwise dispose of, the purchased RECs, all in accordance with the MARPS, the NEPOOL GIS Operating Rules, and such other renewable portfolio standards as Buyer may request in its sole discretion; *provided, however*, that Buyer shall bear any expenses relating to registering the Facility or the RECs as required for compliance with such other renewable portfolio standards (other than MARPS). Buyer shall, with reasonable cooperation from Seller, (a) comply with, and maintain the documentation required under the MARPS; and (b) comply with any NYISO, ISO-NE or NEPOOL GIS requirements applicable to RECs. Seller shall cooperate with Buyer in connection with the completion of (y) qualification of the RECs under the MARPS; and/or (z) Buyer documentation to register the RECs in the name of Buyer, and/or to allow Buyer to resell the RECs. Buyer will be responsible for, with the cooperation of Seller, maintaining and accounting for all RECs transferred to Buyer hereunder on the NEPOOL GIS. Seller hereby represents and warrants to Buyer that (i) at the time of execution, and subsequently upon the delivery and transfer of the RECs and Other Attributes, Seller will convey good title to the RECs and Other Attributes to Buyer free and clear of any liens or other encumbrances or title defects; (ii) the Facility has the necessary characteristics for qualification as a New Renewable Resource under the MARPS; and (iii) this Agreement constitutes Seller's legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

The Parties understand and agree that the Price set forth herein is based on the ability of the Facility's RECs to be used to satisfy at least one of the MARPS or the CTRPS (as defined below). If at any time during the Term of this Agreement there is a change in law or regulation such that the Facility's RECs cannot be used to satisfy either the MARPS or the CTRPS (such period, the "REC Affected Period"), despite Buyer's commercially reasonable efforts to do so, then Buyer shall be entitled to a reduction in Price for the duration of such REC Affected Period equal to the "REC Value Reduction," calculated as USD\$52 minus the value of RECs during such REC Affected Period, as determined in a commercially reasonable manner by Buyer, subject to Buyer's affirmative duty to mitigate. CTRPS means Conn. Gen. Stat. § 16-245a (2003) and any regulations promulgated pursuant thereto, which require a minimum percentage of electricity sold to end-use customers in the State of Connecticut to be derived from certain Class I (as defined therein) renewable energy generating resources, as thereafter amended, modified or replaced.

Seller warrants that the RECs sold to Buyer hereunder have not otherwise been, nor will be sold, retired, claimed or represented as part of electricity output or sales, or used to satisfy obligations in any other jurisdiction. Buyer shall, with reasonable cooperation from Seller, be responsible for registering the RECs sold to Buyer hereunder and qualifying them in such additional jurisdictions and/or tracking or trading programs Buyer chooses. Seller shall reasonably cooperate with Buyer in such regard by providing generation statistics and other Facility information. This paragraph shall survive the expiration or termination of this Agreement for the applicable statute of limitations period.

2. Performance, Title & Delivery.

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

3. Liability For Non-Performance.

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

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

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

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

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

4. Billing and Payment.

Each month, Buyer shall transmit to Seller a statement setting forth the total amount due for the Product delivered by Seller during the prior month or portion thereof during the Delivery Period, which amounts shall be calculated based upon the data received from the Revenue Meters confirming the quantity of Energy delivered by the Facility at the Delivery Point during such month. 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 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 (y) such Party has contracted for firm transmission with a transmission provider for the Product to be delivered to or received at the Delivery Point and (z) such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the transmission provider's tariff; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined in the first sentence hereof has occurred.

7. Default.

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

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

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

8. Limitation of Remedies, Liability and Damages.

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

9. Records Retention; Audit; Insurance.

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

10. Representations and Warranties.

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

as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement.

11. Master Document.

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

12. Governing Law; Forward Contract.

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

13. Notices.

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

To Buyer:

NOTICES & CORRESPONDENCE:

Constellation Energy Commodities Group, Inc.
111 Market Place, Suite 500
Baltimore, Md. 21202
FAX No.: 410-468-3620
Phone No.: 410-468-3540
Attn: Contract Management

PAYMENTS:

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

INVOICES:

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

SCHEDULING & OPERATIONAL CORRESPONDENCE:

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

To Seller:

NOTICES & ALL CORRESPONDENCE:

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

PAYMENTS:

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

OPERATIONAL CORRESPONDENCE

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

14. Assignment.

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

15. Performance Assurance.

Should either Party experience a Downgrade Event, then the other Party (the "Requesting Party") may require assurance of the other Party's ability to perform any obligation hereunder. Such assurance ("Performance Assurance") may include (i) posting of a letter of credit in favor of the Requesting Party by an issuing bank reasonably acceptable to the Requesting Party, (ii) posting of cash collateral with the Requesting Party, or (iii) other security reasonably acceptable to the Requesting Party; provided, however, that in no event shall the Requesting Party require the value of

such Performance Assurance on any day to exceed the amount that would be payable by the other Party as a termination payment under Section 7. In the event that either Party (i) fails to maintain its Guarantee; or (ii) fails to provide Performance Assurance within two (2) Business Days from the date of such Party's receipt of the Requesting Party's request, then an Event of Default shall be deemed to have occurred and the Requesting Party shall be entitled to the remedies set forth under the Default section above, as the Non-Defaulting Party. For purposes of this Section, "Downgrade Event" means, in the case of either Party, if (y) the senior unsecured long-term debt or deposits (not supported by third party credit enhancement) of such Party's Guarantor are rated less than BBB- by Standard & Poor's Rating Services (a division of McGraw-Hill Companies, Inc.) or Baa3 by Moody's Investor Service, Inc. or (z) either of such ratings is withdrawn subsequent to the date of this Agreement. "Guarantor" shall mean, in the case of Buyer, Constellation Energy Group, Inc., and, in the case of Seller, Waste Management, Inc. "Guarantee" shall mean, in the case of each of Buyer and Seller, the Guarantee Agreement provided by such Party's Guarantor delivered and substantially in the form attached hereto, which shall be maintained by each Party at all times during the Term of this Agreement.

16. Change in Law.

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

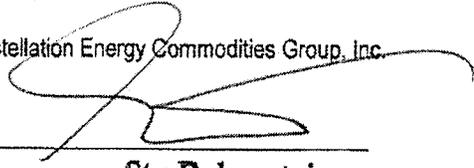
17. General.

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

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

Regards,

Constellation Energy Commodities Group, Inc.

By: 

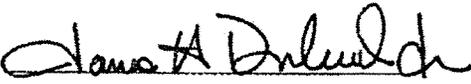
Name: Stu Rubenstein
Chief Operating Officer

Title: _____

FOK/EAK
3-27-08

Agreed by Seller:

WM Renewable Energy, LLC

By: 

Name: James H. Dowland, Jr.

Title: Vice President

EXHIBIT A

Form of Energy Generation Schedule

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

Date: _____

Fax to: Constellation Energy Commodities Group, Inc.

Time: _____

111 Market Place, Suite 500

Page: _____

Baltimore, MD 21202

Date of Dispatch: _____

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: _____
WM Renewable Energy, LLC

Date: _____

EXHIBIT B

PLANNED OUTAGE SCHEDULE

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

Exhibit C

Contract Price*

Month of Delivery Term	Price (\$/MWh)
Apr-08	\$ 95.74
May-08	\$ 97.56
Jun-08	\$ 104.03
Jul-08	\$ 106.31
Aug-08	\$ 108.57
Sep-08	\$ 104.16
Oct-08	\$ 102.55
Nov-08	\$ 100.47
Dec-08	\$ 106.05
Jan-09	\$ 101.00
Feb-09	\$ 106.04
Mar-09	\$ 99.08
Apr-09	\$ 87.76
May-09	\$ 89.13
Jun-09	\$ 95.01
Jul-09	\$ 100.21
Aug-09	\$ 100.87
Sep-09	\$ 95.68
Oct-09	\$ 93.94
Nov-09	\$ 94.48
Dec-09	\$ 100.27

The pricing set forth herein is subject to change if Buyer has not received the fully executed Agreement from Seller by 5:00 pm on March 27, 2008

Imported Unit Energy Seller Certification

WM Renewable Energy, LLC (Chaffee), with its principal office in Houston, Texas ("Seller") certifies to the Participants in the New England Power Pool that, other than the Sale (defined below), it has not retired, sold, claimed, represented as part of Energy sold elsewhere, or used to satisfy obligations in any jurisdiction outside of New England any of the fuel source, emission or labor attributes (the "Attributes") associated with the Imported Unit Energy it sold to Constellation New Energy during Q2 2008, with its principal office in Baltimore, MD (the "Sale"). Seller further promises that it will not retire, sell or claim the Attributes, represent the Attributes as part of Energy sold or use the Attributes to satisfy Obligations in another jurisdiction, other than in connection with the Sale.

Capitalized terms not otherwise defined herein have the meanings given to them in the Restated New England Power Pool Agreement or the New England Power Pool Generation Information System Operating Rules, each as amended and restated from time to time.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief, this certification is true, correct and complete in all material respects.

WM Renewable Energy, LLC (Chaffee)

By: Paul Pabor

Name: PAUL PABOR

Title: Vice President

Date: 09/08/08

**STANDARD SMALL GENERATOR
INTERCONNECTION AGREEMENT (SGIA)**

between

NEW YORK STATE ELECTRIC & GAS CORPORATION

and

WM RENEWABLE ENERGY, L.L.C.

TABLE OF CONTENTS

Page No.

ARTICLE 1.	Scope and Limitations of Agreement	1
1.1	Scope of this Agreement	1
1.2	Services under this Agreement	1
1.3	Other Agreements	2
1.4	Responsibilities of the Parties	2
1.5	Parallel Operation Obligations	3
1.6	Metering	3
1.7	Reactive Power	3
1.8	Capitalized Terms	3
ARTICLE 2.	Inspection, Testing, Authorization, and Right of Access	3
2.1	Equipment Testing and Inspection	3
2.2	Authorization Required Prior to Parallel Operation	4
2.3	Right of Access	4
ARTICLE 3.	Effective Date, Term, Termination, and Disconnection	5
3.1	Effective Date	5
3.2	Term of Agreement	5
3.3	Termination	5
3.4	Temporary Disconnection	6
ARTICLE 4.	Cost Responsibility for Interconnection Facilities and Distribution Upgrades	8
4.1	Interconnection Facilities	8
4.2	Distribution Upgrades	8
ARTICLE 5.	Cost Responsibility for System Upgrade Facilities	9
5.1	Applicability	9
5.2	System Upgrade Facilities	9
5.3	Special Provisions for Affected Systems	9
5.4	Rights Under Other Agreements	9
ARTICLE 6.	Billing, Payment, Milestones, and Financial Security	9
6.1	Billing and Payment Procedures and Final Accounting	9
6.2	Milestones	10
6.3	Financial Security Arrangements	11
ARTICLE 7.	Assignment, Liability, Indemnity, Force Majeure, Consequential Damages and Default	11
7.1	Assignment	11
7.2	Limitation of Liability	12
7.3	Indemnity	12
7.4	Consequential Damages	13
7.5	Force Majeure	13