

Derenzo and Associates, Inc.

Environmental Consultants

March 20, 2008

Mr. Syed Arif, P.E.
New Source Review Section
Division of Air Resource Management
Department of Environmental Protection
STATE OF FLORIDA
2600 Blair Stone Road, MS 5505
Tallahassee, FL 32399-2400

RECEIVED

MAR 21 2008

BUREAU OF AIR REGULATION
File # 0310958-008-AC

Subject: Trail Ridge Energy, LLC
Extension Request
DEP File No. 0310358-004-AC (PSD-FL-374)
Response to February 28, 2008 request for information

Dear Mr. Arif:

Derenzo and Associates, Inc. (Derenzo and Associates), on behalf of Trail Ridge Energy, LLC, is submitting to the Florida Department of Environmental Protection, Division of Air Resource Management (FDEP-DARM) information that was requested by the regulatory agency on February 28, 2008.

Attachment A provides for reference the February 28, FDEP-DARM communication.

Item 1 – Tasks to be performed

Attachment B provides a Construction Schedule for Trail Ridge Energy (Trail Ridge Energy, LLC) that lists all of the tasks to be performed to achieve “normal operating conditions” (except for Emission Testing).

The start dates specified for Civil, Building, Electrical, Mechanical, Startup and Commercial Operation are based on a March 3, 2008 commencement of earth moving activities at the site. The March 3 date has been moved to the first week of April. Therefore, the start and finish dates specified for the Civil, Building, Electrical, Mechanical, Startup and Commercial Operation need to be moved forward by approximately one month.

Item 2 – Reasons for the delay in starting the project

The LFG fueled electricity generation facility project has been delayed as a result of additional efforts that have been required to:

1. Secure rights to the LFG generated by the Trail Ridge Landfill, which is owned by the City of Jacksonville and operated by Trail Ridge Landfill, Inc. (a subsidiary of Waste Management); and
2. Obtain final approvals on a Three Party Contract among Trail Ridge Energy, City of Jacksonville and Trail Ridge Landfill, Inc.

The City of Jacksonville provided the FDEP-DARM with a letter (which was part of the permit application review and approval process) that authorized the regulatory agency to issue an air permit to Trail Ridge Energy for the LFG fueled electricity generation facility. However, finalization of the gas rights and Three Party Contract agreements has taken more time than was initially expected as the agreements involve the approval of three separate parties (electricity producer, landfill owner, landfill operator), which has added complexities in the efforts required to complete the specified documents.

A final gas rights agreement and Three Party Contract is expected to be signed (and effective) by approximately March 31, 2008 (and site construction activities are planned to commence during the first week of April 2008).

Item 3 – Final gas rights agreement

Attachment C provides the Trail Ridge Energy Landfill Gas Rights Agreement that has been reviewed by the City of Jacksonville and Trail Ridge Energy; and submitted to the parties for final signatures.

The Landfill Gas Rights Agreement presents details on the amount of landfill gas (87,840,000 Btu/hr) and starting schedule (earlier of the date on which the Facility has completed startup and is ready to begin operation, or 18 months from the date that the Agreement is executed) for providing the gas to the Trail Ridge Energy for the generation of electricity.

Item 4 – Commencement of construction

Trail Ridge Energy has completed design and engineering activities, and purchased the IC engine generator sets required for the project, which were manufactured in 2007 and placed in storage until site delivery is required at an appropriate time in the construction schedule.

The Jacksonville Electric Authority (JEA) has commenced construction activities (pole work) for the transmission line that will connect the LFG fueled power plant to the utility.

State Rule 62-210.200 specifies that the commencement of construction for a project occurs when *...The owner has all preconstruction permits and approvals required under federal air pollution control laws and regulations ...and has ... Entered into binding agreements or*

contractual obligations, which cannot be cancelled or modified without substantial loss to the owner or operator...

Based on the specified activities that have been performed and completed for the project by Trail Ridge Energy and JEA, construction for the project has commenced.

Item 5 – Applicable regulations compliance statement

Municipal Solid Waste Landfill NSPS

Standards of Performance for MSW Landfills (MSW Landfill NSPS, 40 CFR Part 60 Subpart WWW) regulate NMOC emissions that are generated by affected landfills. §60.752 *Standards for air emissions from municipal solid waste landfills* specifies that:

(b)(2) ... the owner or operator shall: (iii) route all of the collected gas to a control system that complies with either ...

(A) An open flare ...

(B) A control system designed and operated to reduce NMOC by 98 weight-percent, or, when an enclosed combustion device is used for control, to either reduce NMOC by 98 weight percent or reduce the outlet NMOC concentration to less than 20 parts per million by volume, dry basis as hexane at 3 percent oxygen ...

(C) Route the collected gas to a treatment system that processes the collected gas for subsequent sale or use ...

USEPA Region 4 has issued Trail Ridge Energy a determination that specifies the proposed electricity generation facility will be fueled with treated LFG. Therefore, the proposed LFG control processes (IC engines) will not be subject to the specific emission control compliance demonstration and equipment operating parameter monitoring and recordkeeping requirements of the MSW landfill NSPS since LFG received from the Trail Ridge Landfill will be routed to a treatment system that processes the collected gas for subsequent sale or reuse.

Attachment D provides the USEPA Region 4 treated gas determination.

Reciprocating Internal Combustion Engine NESHAP

The reciprocating IC engine National Emission Standard for Hazardous Air Pollutants (RICE NESHAP, 40 CFR Part 63 Subpart ZZZZ) applies to major sources of HAPs that operate RICE rated for 500 bhp or greater. Major is defined as a facility that has the potential to emit in excess of 25 Tpy of any combination of HAP compounds or 10 Tpy of any single HAP.

The proposed electricity generation facility individual RICE will have power ratings that exceed 500 bph. However, based on information previously provided the FDEP-DARM, the maximum HAP emissions from the proposed LFG fueled IC engine electricity generation facility are expected to be less than the major facility thresholds (based on the chemical composition of the fuel and fuel combustion rates as presented in the permit application documents submitted to the regulatory agency for the project). Therefore, the proposed facility is not subject to the requirements of the RICE NESHAP.

Municipal Solid Waste Landfill NESHAP

The Trail Ridge Landfill is subject to the MSW landfill NSPS. Therefore, provisions (i.e., development and implement a start-up, shutdown and malfunction plan, submittal of periodic deviation reports and compliance with recordkeeping, notification and reporting requirements) of the MSW landfill NESHAP (40 CFR Part 63 Subpart AAAA) are applicable to processes that utilize LFG generated by the facility.

Since USEPA Region 4 has provided Trail Ridge Energy with an approved MSW landfill NSPS treated gas determination, the proposed LFG fueled IC engine electricity generation sets are exempt from the MSW Landfill NESHAP requirements and the specified start-up, shutdown and malfunction (SSM) plan is required for the gas treatment equipment and processes.

A Gas Treatment System Monitoring and SSM Plan has been:

1. Developed for the Trail Ridge Energy operations; and
2. Submitted to USEPA Region 4 (in September 2006) and the FDEP-DARM.

NSPS/NESHAP General Provisions

The proposed LFG fueled electricity generation facility will comply with:

1. 40 CFR Part 60 Subpart A (NSPS General Provisions); and
2. 40 CFR Part 63 Subpart A (NESHAP General Provisions).

The MSW Landfill NSPS and NESHAP do not present equipment/process specific standards for the LFG treatment system. Therefore, in accordance with the requirements of the general provisions, appropriate/applicable:

1. Preconstruction review and notifications will be performed.

Derenzo and Associates, Inc.

Mr. Syed Arif, P.E.
FDEP-DARM

Page 5
March 20, 2008


2. Standards compliance and maintenance activities will be performed (e.g., Gas Treatment System Monitoring and SSM Plan).
3. Monitoring activities will be performed (e.g. Gas Treatment System Monitoring and SSM Plan).
4. Notifications will be performed (e.g., SSM Plan).
5. Records and reporting will be performed (e.g., Gas Treatment System Monitoring and SSM Plan).
6. Emission control devices will be maintained (e.g., Gas Treatment System Monitoring and SSM Plan).

Trail Ridge Energy appreciates the consideration of the FDEP-DARM of the information that is presented in this document.

Please contact us if you have questions or require additional information.

Sincerely,

DERENZO AND ASSOCIATES, INC.



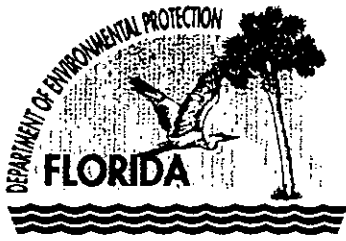
David R. Derenzo
Services Director

c: Bill Owen, Trail Ridge Energy
Scott Salisbury, Trail Ridge Energy

Derenzo and Associates, Inc.

ATTACHMENT A

February 28, FDEP-DARM communication



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Charlie Crist
Governor

Jill Kottkamp
Lt. Governor

Michael W. Nile
Secretary

February 28, 2008

ELECTRONIC MAIL - RECEIVED RECEIPT REQUESTED
Scott.Salisbury@landfillenergy.com

Mr. Scott Salisbury
Managing Member
Trail Ridge Energy, LLC
29261 Wall Street
Wixom, Michigan 48393

Re: Extension Request/DEP File No. 0310358-008-AC (PSD-FL-374A)
Trail Ridge Energy, LLC

Dear Mr. Salisbury:

The Department reviewed your request of February 5, 2008 to extend the expiration date of the above referenced construction permit from October 1, 2008 to October 1, 2009.

Per Rule 62-4.080(3), F.A.C., an extension for a construction permit shall be granted if the applicant can demonstrate reasonable assurances that upon completion, the extended permit will comply with the standards and conditions required by applicable regulation.

We already have fairly extensive information about the facility. To complete the reasonable assurance requirement allowing extension of the permit, please submit the following information:

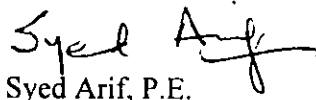
1. List all the tasks to be performed to achieve "normal operating conditions" and the approximate dates for completing those tasks.
2. Please provide specific reasons for the delay in starting of the on-site construction activities for the project. What additional efforts were required to secure rights to the landfill gas generated by the Trail Ridge Landfill? What were the reasons for not securing these rights prior to the commencement of the project?
3. The extension request letter indicates a final gas rights agreement is expected to be finalized by March 1, 2008. Please provide to the Department pertinent sections of the gas rights

agreement that quantifies the amount of landfill gas and the schedule for providing that gas to Trail Ridge Energy for the generation of electricity.

4. Please note that Rule 62-212.400(12)(a) states that authorization to construct shall expire if construction is not commenced within 18 months after receipt of the permit. The construction permit was issued on December 11, 2006. Therefore, if construction is not commenced by June 10, 2008, it may require another application for construction. The Department will look at the adequacy of the BACT determination if that happens.
5. Provide a statement (and basis for believing) that the facility will comply with all the applicable regulations including the provisions of 40 CFR 60, Subpart A, General Provisions, Subpart WWW, Standards of Performance for Municipal Solid Waste Landfills, 40 CFR 63, Subpart A, General Provisions, 40 CFR 63, Subpart AAAA, National Emission Standards for Hazardous Air Pollutants (NESHAP) for Municipal Solid Waste Landfills and 40 CFR 63, Subpart ZZZZ, NESHAP for Stationary Reciprocating Internal Combustion Engines.

According to Rule 62-4-080(3), the permit will remain in effect until the Department takes final action. Permit applicants are advised that Rule 62-4.055(1), F.A.C. now requires applicants to respond to requests for information within 90 days. If you have any questions regarding this matter, please call me at 850/921-9528.

Sincerely,



Syed Arif, P.E.

New Source Review Section

cc: Rita Felton-Smith, DEP NED (rita.felton-smith@dep.state.fl.us)
David Derenzo, Derenzo & Associates (dderenzo@derenzo.com)

ATTACHMENT B

**Trail Ridge Energy
Construction Schedule**

Trail Ridge Construction Schedule

ID	Task Name	Duration	Start	Finish	Date Grid																			
					Dec 2, '07	Jan 13, '08	Feb 24, '08	Apr 6, '08	May 18, '08	Jun 29, '08	Aug 10, '08	Sep 21, '08	Nov 2, '08	D	M	F	T	S	W	S	T	M	F	T
1	Construction	191 days	Mon 1/7/08	Mon 9/29/08	[Gantt bar from Mon 1/7/08 to Mon 9/29/08]																			
2	Poleline	32 wks	Mon 1/7/08	Fri 8/15/08	[Gantt bar from Mon 1/7/08 to Fri 8/15/08]																			
3	Civil	30 wks	Mon 3/3/08	Fri 9/26/08	[Gantt bar from Mon 3/3/08 to Fri 9/26/08]																			
4	Building	26 wks	Thu 4/3/08	Wed 10/1/08	[Gantt bar from Thu 4/3/08 to Wed 10/1/08]																			
5	Electrical	24 wks	Thu 4/10/08	Wed 9/24/08	[Gantt bar from Thu 4/10/08 to Wed 9/24/08]																			
6	Mechanical	23 wks	Thu 4/17/08	Wed 9/24/08	[Gantt bar from Thu 4/17/08 to Wed 9/24/08]																			
7	JEA Interconnect	34 wks	Tue 12/25/07	Mon 8/18/08	[Gantt bar from Tue 12/25/07 to Mon 8/18/08]																			
8	Start-up	4 wks	Wed 9/24/08	Tue 10/21/08	[Gantt bar from Wed 9/24/08 to Tue 10/21/08]																			
9	Commercial Operation	0 days	Tue 10/21/08	Tue 10/21/08	◆ 10/21																			
10	Emission Testing	1 wk	Mon 11/24/08	Fri 11/28/08	[Gantt bar from Mon 11/24/08 to Fri 11/28/08]																			

Project: Trail Ridge-Air Permit Item 1
Date: Fri 3/7/08

Task

Progress



Milestone



Summary



Derenzo and Associates, Inc.

ATTACHMENT C

Trail Ridge Energy
Landfill Gas Rights Agreement

LANDFILL GAS RIGHTS AGREEMENT

This LANDFILL GAS RIGHTS AGREEMENT ("Agreement"); dated as _____, 2008, between the City of Jacksonville, located in Duval County, Florida ("CITY"), and Trail Ridge Energy, LLC ("PRODUCER") a Michigan limited liability company authorized to do business in Florida.

RECITALS

WHEREAS, the CITY owns the Trail Ridge Landfill located at 5110 U.S. Highway 301 South in Baldwin, County of Duval, Florida, which encompasses approximately 144 acres ("Landfill"); and

WHEREAS, the CITY has decided to explore the feasibility of building a methane gas recovery project on its Trail Ridge Landfill; and

WHEREAS, PRODUCER presented the CITY with a proposal dated January 13, 2005; and

WHEREAS the CITY is relying on PRODUCER's expertise in entering into this Agreement; and

WHEREAS the CITY has contracted with Trail Ridge Landfill, Inc, a Waste Management company ("LANDFILL OPERATOR") to operate the Landfill, and as operator of the Landfill, and as of the date of this Agreement, LANDFILL OPERATOR holds the operational permitting relating to such Landfill; and

WHEREAS, PRODUCER, CITY and LANDFILL OPERATOR are parties to a Three Party Contract also dated as of the date of this Agreement (the "Three Party Contract"); and

WHEREAS, the parties desire to enter into this Agreement.

In consideration of the mutual promises contained herein, CITY and PRODUCER hereby agree as follows:

SECTION 1 - DEFINITIONS

Unless the context indicates otherwise, as used herein, the terms set forth below shall be defined as follows:

- 1.1 Buyer means the party or parties to which PRODUCER will sell the output of the Project.
- 1.2 Landfill Property - as more particularly described in Exhibit A.

- 1.3 Commercial Operations means the earlier of the date on which the Facility has completed startup and is ready to begin operation, or eighteen (18) months from the date that this Agreement is executed.
- 1.4 Commercial Quantities means Landfill Gas equivalent to 87,840,000 Btu's per hour (lower heating value) @ 45% methane or greater.
- 1.5 Condensate means the liquid formed from the condensing of the vapors that occur during the collecting, processing and transporting of Landfill Gas.
- 1.6 Delivery Point means the point at which the Landfill Gas enters the PRODUCER's Facilities, as reflected on Exhibit B.
- 1.7 Existing Flare means the equipment installed by the LANDFILL OPERATOR for the combustion of Landfill Gas, which conforms to federal, state and industry standards in existence as of the date of this Agreement.
- 1.8 Force Majeure means any event beyond the control of a party which results in the failure of some performance under this Agreement including, but not limited to: acts of God such as wind, hurricane, tornado, fire, lightning, epidemic, earthquake, landslide, flood, governmental restraint; vandalism (that could not have been prevented through reasonable actions of the affected party); strike, lock-out; or other similar industrial disturbance; acts of public enemies; insurrection; military action; war, whether or not it is declared; sabotage; riot; civil disturbance; or any cause or event, not reasonably within the control of the party claiming Force Majeure.
- 1.9 Gas Collection System means the existing and future network of recovery wells and interconnecting pipes together with attendant valves, pumps, and other related equipment installed for the purpose of extracting and recovering Landfill Gas at the Landfill. The Gas Collection System will conform to federal, state and local laws, rules and regulations and all industry standards.
- 1.10 Hazardous Materials and Hazardous Substances mean regulated materials and substances under environmental laws, including: (1) Comprehensive Environmental Response, Compensation, and Liability Act 1980, as amended by the Superfund Amendments and Reauthorization of 1986, 42 USCA 9601 *et seq.*; (2) Solid Waste Disposal Act, as amended by the Resource Conservation and Recover Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 USCA 9601 *et seq.*; (3) Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, as amended, 33 USCA 1251 *et seq.*; (4) Toxic Substances Control Act of 1976, as amended, 15 USCA 2601 *et seq.*; (5) Emergency Planning and Community Right-to-Know Act of 1986, 42 USCA 11001, *et seq.*; (6) Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 USCA 7401 *et seq.*; (7) Endangered Species Act of 1973, as amended, 16 USCA 1531 *et seq.*; Occupational Safety and Health Act of 1970, as amended, 29 USCA 651 *et seq.*; (8)

Safe Drinking Water Act of 1974, as amended, 42 USCA 300(f) *et seq.*; and (9) any similar laws enacted by the State of Florida and the City of Jacksonville.

1.11 Landfill means that real property (approximately 144 acres), and future expansions owned by the CITY and situated in the Duval County, Florida, known as the Trail Ridge Landfill, which is described in Exhibit A hereto.

1.12 Landfill Gas means any and all gases resulting from the decomposition of refuse Landfill material within the Landfill, consisting principally of methane, carbon dioxide and traces of other constituent gases.

1.13. LANDFILL OPERATOR means Trail Ridge Landfill, Inc., a subsidiary of Waste Management.

1.14 Leachate means liquid that has passed through or emerged from solid waste and may contain soluble, suspended or miscible materials.

1.15 Plant Site means an area of land, approximately 250 feet by 500 feet, suitable for building the Facilities, as more particularly described in Exhibit C.

1.16. Production Tax Credits mean the tax credit derived from producing fuel or generating electricity from a non-conventional fuel source within the meaning of Section 29 and Section 45 of the Internal Revenue Code of 1986, as amended.

1.17. Project means the Facilities to be constructed by PRODUCER hereunder, which includes a landfill gas to electricity facility of up to 19 MWs, but may include future projects beyond a total of 19 MWs as determined by PRODUCER, including without limitation the construction and operation of the Facilities.

1.18. Facilities mean the building, equipment, machinery and all other improvements to be constructed by PRODUCER on the Plant Site for the processing, collection, transmission and use of Landfill Gas or to generate electricity for sale to JEA or another electric utility.

SECTION 2 - RIGHTS GRANTED TO PRODUCER

Subject to the provisions of this Agreement, the CITY hereby grants to PRODUCER the following:

2.1 Landfill Gas: PRODUCER has the exclusive right to process, develop, and utilize all Landfill Gas collected in and delivered by the Gas Collection System to the Delivery Point described in Exhibit B after the Facilities have been constructed and reached Commercial Operations and PRODUCER shall have the exclusive right to claim any Production Tax Credits which may be associated with Landfill Gas. PRODUCER shall also have the exclusive right to claim and utilize any emission

allowances and reduction credits which may be associated with Landfill Gas. If during the Initial Term of this Agreement or the Second Term, Commercial Quantities are not available to PRODUCER at the Landfill, then the parties may, upon terms acceptable to the CITY, agree to extend rights to areas beyond the Landfill so that PRODUCER receives Commercial Quantities.

2.2 Plant Site Use. CITY will make available to PRODUCER a Plant Site, in its "as is" condition, as depicted on Exhibit C for construction of the Facilities, commencing as of the effective date of this Agreement and terminating at the expiration or termination of this Agreement. CITY hereby covenants (i) that it has title to the Plant Site in fee and (ii) that PRODUCER shall, subject to the rights of the Landfill Operator under the LO Agreement, have quiet and peaceable access to and use of the Plant Site during the term of this Agreement so long as PRODUCER is not in default of its obligations under this Agreement, the Three Party Contract or the Lease. The parties agree that PRODUCER shall (a.) be responsible for any wet lands mitigation required to be performed with regard to the Plant Site, and (b.) be solely responsible for all costs and fees for constructing the Facilities on the Plant Site, including all costs and fees associated with wet lands mitigation relating to the Plant Site. The Plant Site shall not, however, be deemed to include the Facilities.

2.3 Access. The CITY will provide PRODUCER with access to the Plant Site and the Facilities, which may include access over the Landfill and other CITY Property, as reasonably necessary to permit the construction, installation, operation and maintenance of the Landfill Gas transmission lines, sewer, electric, water and telephone lines that are necessary for the operation of the Project, as reasonably determined by PRODUCER and the CITY, and, if necessary, for the installation of Condensate disposal lines to connect the Facilities with the point on the Landfill where CITY collects Condensate. Such access shall be more particularly described in the lease agreement attached as Exhibit D.

2.4 Memorandum of Lease. After execution of this Agreement, CITY and PRODUCER shall execute a Memorandum of Lease in the form substantially similar to that of Exhibit E, in recordable form, satisfactory to CITY and PRODUCER, memorializing the rights granted herein.

SECTION 3 - OBLIGATIONS OF CITY

3.1 Obligations. It is understood that the CITY does not operate the Landfill itself and does not hold the operational permitting for the Landfill. The operation of the Landfill is by the LANDFILL OPERATOR under an existing operating agreement with the CITY (the "LO Agreement"). The CITY agrees to work with PRODUCER and the LANDFILL OPERATOR to assist in the implementation of the Project to the extent required by the Three Party Contract.

Subject to these limitations and reasonable efforts and its abilities, CITY shall:

Derenzo and Associates, Inc.

ATTACHMENT D

**Trail Ridge Energy
USEPA Region 4 Treated Gas Determination**

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PAGE 02/03



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

4APT-ATMB

OCT 19 2006

Joseph Kahn, Acting Director
Division of Air Resource Management
FL Department of Environmental Protection
Mail Station 5500
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Dear Mr. Kahn:

The purpose for this letter is to provide you with a determination regarding emission limit applicability and monitoring requirements for landfill gas that will be combusted in internal combustion engines to produce electricity at the following landfills located in Florida:

Trail Ridge Landfill (Baldwin, Florida)

Brevard County Landfill (Cocoa, Florida)

Seminole County Landfill (Geneva, Florida)

These landfills are subject to 40 CFR Part 60, Subpart WWW (Standards of Performance for Municipal Solid Waste Landfills), and a consultant (Derenzo and Associates, Inc.) representing the owners of all three sites submitted applicability determination requests to the U.S. Environmental Protection Agency (EPA) Region 4 and to your agency. The primary question posed in these requests is whether the landfill gas processing operations at these sites constitute "treatment" as this term is defined under Subpart WWW. Based upon our review of the information provided with the applicability determination request, we concluded that the gas processing conducted at the three landfills in question does constitute treatment under Subpart WWW. Therefore, the gas leaving the treatment systems at these landfills is no longer subject to the control and monitoring requirements in Subpart WWW. Details regarding the gas processing systems at these sites and the basis for our determination are provided in the remainder of this letter.

Derenzo and Associates requested a determination regarding whether the gas processing at the three landfills in Florida constitutes treatment because gas that has been treated is no longer subject to the control requirements in Subpart WWW. Under provisions in 40 CFR §60.752(b)(2)(iii), gas collected from landfills subject to Subpart WWW must be routed to either a flare, a control system that reduces nonmethane organic compound (NMOC) emissions by 98 weight-percent, an enclosed combustor, or a

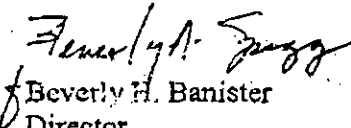
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treatment system that processes the gas for subsequent sale or use. If an enclosed combustor is used, NMOC emissions must be reduced by either 98 weight-percent or to a concentration of less than 20 parts per million as hexane, corrected to three percent oxygen. Although landfill gas is no longer subject to the control requirements in Subpart WWW after it has been processed for subsequent sale or use, emissions from any atmospheric vents in the treatment system must be sent to a control system (flare, enclosed combustor, etc.) that complies with the removal efficiency standards in the rule.

According to the process description that Derenzo and Associates provided with its applicability determination requests, gas collected at the three landfills in question is filtered to remove particles larger than one micron, dewatered, and compressed. According to several previous U.S. Environmental Protection Agency (EPA) determinations, a landfill gas processing operation that includes filtration to ten microns or less, dewatering, and compression constitutes treatment in accordance with provisions in 40 CFR §60.752(b)(2)(iii)(C). Since the gas processing operations at the three landfills in question include all of the steps cited in EPA's previous determinations, they constitute treatment systems for Subpart WWW purposes, and the treated gas leaving these systems will no longer be subject to control or monitoring requirements under the rule.

If you have any questions about the determination provided in this letter, please contact Mr. David McNeal of the EPA Region 4 staff at (404) 562-9102.

Sincerely,


Beverly H. Banister
Director
Air, Pesticides and Toxics
Management Division

cc: Syed Arif
Division of Air Resource Management
FL Department of Environmental Protection
Mail Station 5500
2600 Blair Stone Road
Tallahassee, FL 32399-2400