



STATE OF CONNECTICUT :
v. :
ReEnergy Sterling CT Limited Partnership :

CONSENT ORDER No. CO WR IN 14 001
Date of Issuance: September 18, 2014

A. With the agreement of ReEnergy Sterling CT Limited Partnership ("Respondent"), the Commissioner of Energy and Environmental Protection ("the Commissioner") finds:

1. The Respondent is a Connecticut business which is or has been engaged in producing electricity from discarded tires and other fuel sources with a principal place of business located at 10 Exeter Drive in Sterling, Connecticut (the "facility").
2. The Respondent maintains NPDES Permit No. CT0026972 ("NPDES Permit"), which was originally issued to Exeter Energy, L.P. by the Department of Environmental Protection ("Department") in 1991. The Department reissued the NPDES Permit in January 2007 with a compliance schedule to evaluate and implement remedial alternatives to achieve compliance with final effluent limitations contained in the permit. In response to this compliance schedule requirement, Exeter Energy, L.P. proposed and implemented a remedial alternative by expanding the existing retention basin to retain up to and including a 100-year, 24-hour rainfall event without discharge. The Department modified the NPDES Permit in February 2010 to require implementation of the expanded retention basin by August 31, 2010. The Respondent acquired Exeter Energy on January 14, 2011. The Department transferred the NPDES Permit to the Respondent on that date, requiring the Respondent to comply with all terms and conditions of such permit. The Department renewed the NPDES Permit on January 18, 2012.
3. Under the NPDES Permit, the permittee was required to operate and maintain the retention basin so that the basin could receive the waters from a 100-year, 24-hour rainfall event without discharge.
4. The facility shut down from October 2, 2011 through December 5, 2011. The facility did not operate and only a limited amount of stormwater collected in the retention basin was used at the facility. During this shut down period, water continued to accumulate in the retention basin.
5. On December 8, 2011, during a rain event, the Respondent bypassed stormwater around the retention basin and therefore discharged facility stormwater runoff into the Moosup River. The storm event of December 8, 2011 was not a 100-year, 24-hour rainfall event. Samples of the stormwater taken during this event contained zinc at a concentration of 5.9 mg/l.

6. The Respondent failed to properly operate and maintain the approved stormwater storage and control system at the facility, including the retention basin, between October 2011 and December 2011 as required by the NPDES Permit and Section 22a-430-3(f) of the Regulations of Connecticut State Agencies and discharged polluted stormwater runoff in violation of Sections 22a-427 and 22a-430 of the Connecticut General Statutes.
7. On February 2, 2012, the Commissioner issued Notice of Violation ("NOV") WRIN12-001 based upon inspections conducted on November 21, 2011 and December 1, 2011. During those inspections, the inspector observed and sampled water in the facility's outfall pipe. The samples taken by the inspector indicated that zinc was present in the water at a level of 66 mg/l on November 21st and 11 mg/l on December 1st. In response to the NOV, the Respondent conducted an investigation and began a regular sampling program of water found in the facility's outfall pipe. Respondent's sampling program did not confirm the presence of zinc at the levels observed by the Department's inspector. Most of Respondent's samples taken after February 10, 2012 contained zinc at levels less than 0.1 mg/l.
8. By virtue of the facts presented in paragraph 7, the Respondent maintained a discharge of polluted wastewater to the waters of the state in violation of Sections 22a-427 and 22a-430 of the Connecticut General Statutes.
9. On June 7, 2013, during a significant rainfall event that resulted in almost four inches of precipitation, stormwater breached an asphalt containment berm at the facility immediately adjacent to the catch basin located in the vicinity of the maintenance and boiler building, allowing stormwater to run off the pavement instead of being collected in the facility's retention basin.
10. By virtue of the facts presented in paragraph 9, the Respondent maintained a discharge of polluted wastewater to the Moosup River in violation of Sections 22a-427 and 22a-430 of the Connecticut General Statutes.
11. On June 7, 2013, stormwater was discharged to the ground through a hole in the asphalt immediately adjacent to the west sump.
12. By virtue of the facts presented in paragraph 11, the Respondent maintained a discharge of polluted stormwater to the waters of the state in violation of Sections 22a-427 and 22a-430 of the Connecticut General Statutes.
13. In early 2012, Respondent began accepting shredded scrap tire material (consisting of rubber tire crumb, as well as nylon and metal fibers) resulting from a cryogenic tire processing plant. The cryogenic materials have more surface area and appeared to be more mobile than the whole and shredded materials historically stored on-site.
14. During inspections on June 10 and July 31, 2013, cryogenic shredded materials were observed by the Department's inspector to be in various areas of the site and on parts of Industrial Road.
15. By virtue of the facts presented in paragraphs 13 and 14, the Respondent failed to take all reasonable steps to prevent the transport of pollutants off-site that would result in the discharge of contaminated stormwater from Industrial Park Road, in violation of Section 22a-430-3(h) of the Regulations of Connecticut State Agencies.
16. In September 2013, the Respondent informed the Department that it would temporarily suspend operations due to unfavorable energy market conditions. The Respondent announced that it would seek a long term contract to restart the facility utilizing locally available biomass as its primary fuel. On October 16, 2013, the Respondent met with the Department to discuss

stormwater management in light of the suspension of operations. The facility suspended operations on October 18, 2013, and the facility remains closed while the Respondent pursues opportunities to reopen the facility using biomass.

17. Following the October 16, 2013, meeting with the Department, the Respondent submitted to the Department a plan for cleaning surfaces of the facility that come in contact with stormwater. The Department did not formally approve the plan. The Respondent has informed the Department that it has removed all of the scrap tire materials from the site. Since the end of 2013, the Respondent has analyzed the stormwater runoff from the facility and found that the stormwater continues to contain zinc at elevated levels.
18. The stormwater continues to accumulate in the retention basin. The Respondent is not reusing the accumulated stormwater at the facility owing to the suspension of operations. The Respondent designed and implemented a stormwater treatment system to remove zinc and other metals from the stormwater. The Respondent applied for, and on January 10, 2014, the Department issued, a Temporary Authorization to the Respondent allowing the discharge of up to 50,000 gallons per day of treated stormwater to the Town of Plainfield (North) Water Pollution Control Facility. On April 15, 2014, the Department amended the Temporary Authorization to increase the discharge to up to 100,000 gallons per day. On May 16, 2014, the Department amended the Temporary Authorization to increase the discharge to up to 150,000 gallons for up to eight discrete days of discharge under the Temporary Authorization. On May 23, 2014, the Respondent submitted its registration to discharge up to 150,000 gallons per day of treated stormwater to the Town of Plainfield (North) Water Pollution Control Facility pursuant to the General Permit for the Miscellaneous Discharges of Sewer Compatible Wastewater. On May 30, 2014, the Department approved Respondent's registration.
19. By agreeing to the issuance of this Consent Order, the Respondent makes no admission of fact or law with respect to the matters addressed in paragraphs A.3, A.6., A.8, A.10, A.12, A.14, and A15.

B. With the agreement of Respondent, the Commissioner, acting under Sections 22a-6, 22a-424, 22a-425, 22a-427, 22a-430, 22a-432 and 22a-438 of the Connecticut General Statutes, orders Respondent as follows:

1. Consultant Retention. Respondent has retained ARCADIS U.S., Inc. to prepare the documents and implement or oversee the actions required by this consent order. Respondent shall continue to retain one or more qualified consultants acceptable to the Commissioner until the actions required by this consent order have been completed. Within ten (10) days of retaining any consultant other than one originally identified under this paragraph, Respondent shall notify the Commissioner in writing of the identity of such other consultant. The consultant(s) retained by Respondent to perform the studies, draft reports and oversee any remedial measures shall be a professional engineer licensed to practice in Connecticut. Respondent shall submit to the Commissioner a description of each consultant's education, experience and training that is relevant to the work required by this consent order within ten (10) days after a request for such description. Nothing in this paragraph shall preclude the Commissioner from finding a previously acceptable consultant unacceptable.
2. Discharge from Retention Basin. Respondent may not discharge water from the retention basin except pursuant to an approved registration under the General Permit for Miscellaneous Discharges of Sewer Compatible (MISC) Wastewater ("MISC General Permit") or as otherwise authorized in writing by the Commissioner. Any discharge pursuant to the MISC General Permit shall be subject to the following conditions:

- a. Respondent shall discharge the wastewater to the Town of Plainfield (North) Water Pollution Control Facility ("WPCF");
- b. In addition to the conditions, terms, and limitations provided in the MISC General Permit, the discharge shall comply with the following:
 - i. The average monthly concentration limit for zinc is equal to 1.0 mg/l using composite samples and the maximum daily limit for zinc is equal to 2.0 mg/l using composite samples;
 - ii. The minimum monitoring frequency for both aluminum and zinc is weekly;
 - iii. The minimum monitoring frequency for barium, iron, manganese, and nitrogen (ammonia) is monthly;
 - iv. The maximum daily flow limit is equal to 150,000 gallons per day. However, the discharge shall not be discharged at a level greater than 100,000 gallons per day on days the Respondent has received notification from either the Superintendent or Chief Operating Officer of the WPCF that Respondent should reduce its discharge to 100,000 gallons or less for such day;
 - v. The maximum instantaneous flow limit shall be 105 gallons per minute;
 - vi. The Respondent shall coordinate with personnel at the WPCF during any periods of discharge to ensure that the pump station located in the Town of Sterling is operating effectively without overflow or bypass. In the event such pump station is not operating effectively, Respondent shall cease the discharge immediately and not reinitiate such discharge until such pump station is capable of operating effectively; and
 - vii. The Respondent shall provide the WPCF copies of Discharge Monitoring Reports no later than the last day of the month following the month in which samples are taken.
3. Major Modification Request. On or before July 31, 2014, Respondent shall submit to the Commissioner an application requesting a major modification to NPDES Permit No. CT0026972. The application shall include an Operation and Maintenance Plan for the on-site retention basin, and may include a proposed schedule that would lead to the discharge of untreated stormwater without the need to utilize the current stormwater retention basin. Nothing in this consent order shall be construed to constitute an assurance or representation by the Commissioner that he will approve any particular parameter or value sought by the Respondent in its major modification request.
4. Operation and Maintenance of Retention Basin. Unless otherwise approved in writing by the Commissioner, Respondent shall: (a) maintain the retention basin water level at a level at or below 510 feet; (b) direct the stormwater coming from the site at which the facility is located to the retention basin; and (c) not allow such stormwater to bypass the retention basin other than during a rainfall event greater than a 10-year, 24-hour rainfall event. Respondent shall immediately notify the Commissioner of any conditions that may operate to prevent Respondent from maintaining the level of the water in the retention basin at or below 510 feet. In the event of a discharge that results from a bypass of the retention basin, Respondent shall: (d) immediately notify the Commissioner of the bypass; and (e) sample the bypass discharge for all the parameters in the NPDES Permit, including aquatic toxicity, zinc, aluminum, flow, and duration of bypass. Respondent shall submit the results of this sampling to the Commissioner within thirty (30) days of the bypass. Respondent shall operate and maintain at the facility equipment that is fully capable of accurately measuring the parameters required. Respondent shall use best efforts to insure that any such bypass does not cause erosion at the site as it flows towards the Moosup River. In addition, any discharge during any such bypass shall comply with the limitations,

terms, and conditions of the NPDES Permit, including those associated with aquatic toxicity and zinc.

5. Source Control Plan. As an interim measure, no later than October 31, 2014, Respondent shall remove visible solids containing zinc and other pollutants that have accumulated above the crushed stone layer in the retention basin. On or before sixty (60) days after the date of issuance of this consent order, the Respondent shall submit for the Commissioner's review and written approval a Source Control Plan, including an implementation schedule, designed to evaluate and implement measures to eliminate or minimize stormwater pollutant loading or pollutant loading sources following suspension of on-site power generation activities utilizing tire derived fuel. Stormwater pollutant loading sources include, but are not limited to: (i) ash deposits and residuals remaining on-site; and (ii) zinc and other pollutant containing deposits remaining within the retention basin after completion of the interim removal of solids required by this section of the consent order. The Source Control Plan shall include an evaluation of the need to eliminate the yard drain sump, along with a schedule for such work determined to be necessary. The Source Control Plan shall include an estimate of the cost to implement the recommended source control measures. The Respondent shall perform the work as detailed in the Source Control Plan, as approved by the Commissioner in accordance with the approved schedule. Upon completion of the work, Respondent shall submit to the Commissioner a certification that the work detailed in the Source Control Plan has been completed as approved. Commencing during the third quarter (July – September) 2015, and until such time as Respondent shall have cleaned the retention basin of all zinc and other pollutant containing deposits that the Commissioner determines can reasonably be expected to create a source of pollution to the waters of the state, Respondent shall, annually, or more or less frequently as the Commissioner may direct in writing, remove visible solids containing zinc and other pollutants that have accumulated above the crushed stone layer in the retention basin.
6. Manual Valve. On or before ninety (90) days after the date of issuance of this consent order, the Respondent shall install a new manual valve between the yard drain and the retention basin to limit the potential for check valve failure and basin water back flow.
7. Stormwater Pollution Prevention Plan. On or before ninety (90) days before bringing any new fuels to the facility, the Respondent shall submit to the Commissioner and fully implement a Stormwater Pollution Prevention Plan (SWPPP) consistent with the requirements listed in the General Permit for the Discharge of Stormwater Associated with Industrial Activity ("Industrial General Permit for Stormwater"). The submittal shall also include a Professional Engineer's written certification in accordance with Appendix A that the SWPPP identifies procedures, practices and maintenance activities to adequately insure minimal impacts to stormwater from on-site activities and is consistent with the SWPPP requirement listed in the Industrial General Permit for Stormwater.
8. Financial Assurance.
 - a. The Respondent shall provide financial assurance to support the work required by this consent order. This work includes taking such steps as necessary to prevent surface water discharges from the site at which the facility is located, including the retention basin, that are inconsistent with water quality standards. Within thirty (30) days of issuance of this consent order, Respondent shall establish a Standby Trust Agreement in the form of Appendix B, attached hereto. The Trust Agreement shall be funded by a letter of credit in the form of Appendix C, attached hereto, in the amount of \$439,925.00. Within thirty (30) days after the anniversary date of the establishment of the letter of credit and Standby Trust Agreement, Respondent shall review the then-current estimate to perform the work under the Source Control Plan approved pursuant to paragraph 5 of

this consent order and if such estimate is greater than \$439,925.00, Respondent shall increase the letter of credit accordingly within thirty (30) days of written notification from the Commissioner to do so. If the revised estimate to perform the work under the Source Control Plan approved pursuant to paragraph 5 of this consent order is lower than \$439,925.00, Respondent may decrease the amount of financial assurance required, provided such decrease is first approved in writing by the Commissioner.

- b. The Commissioner may call the letter of credit if he determines, in his discretion, that the Respondent is not in compliance with this consent order.
 - c. As required by its solid waste permit to operate No. 136-1RR, Respondent currently maintains financial assurance for closure of the facility based on the removal of the maximum amount of tire derived fuel that it can store at the facility. The current financial assurance document consists of a standby trust agreement dated April 27, 2012 funded by a letter of credit from Comerica Bank in the amount of \$539,925. Upon entry of this consent order, the Respondent may notify Comerica Bank in writing that Comerica may reduce the letter of credit that funds the April 27, 2012 trust agreement to \$100,000.00 at the same time that Respondent has established and funded the Trust Agreement as provided in subparagraph 8.a. At least thirty (30) days prior to bringing any additional discarded tires, other tire-derived fuel, or any other solid waste to the Facility, the Respondent shall revise the amount of financial assurance for solid waste permit to operate No. 136-1RR, as it may be amended, as needed to account for the costs associated with the removal of the additional solid waste. The financial assurance required pursuant to this consent order shall be maintained by Respondent in an amount equal to at least \$439,925.00 plus any additional amount determined in accordance with subparagraph 8.a, unless and until such time as the Commissioner approves a lower amount of financial assurance, or until all work contemplated by this consent order has been completed and the Commissioner notifies the Respondent in writing that financial assurance is no longer required.
9. Implementation of Approved Actions. The Respondent shall perform the actions described in sections B.1. through B.8. of this consent order in accordance with the respective schedules. Within fifteen (15) days after completing each such action, the Respondent shall certify to the Commissioner in writing that such action has been completed as required and in accordance with all applicable approvals.
 10. Full compliance. Respondent shall not be considered in full compliance with this consent order until all actions required by this consent order have been completed as approved and to the Commissioner's satisfaction.
 11. Civil penalty. On or before thirty (30) days after issuance of this consent order, Respondent shall pay a penalty of \$45,000.00 as the total civil penalty to be sought by the Commissioner for those, and only those, violations described in this consent order.
 12. Payment of penalties. Payment of penalties under this consent order shall be mailed or personally delivered to the Department of Energy and Environmental Protection, Bureau of Financial and Support Services, Accounts Receivable Office, 79 Elm Street, Hartford, CT 06106-5127, and shall be by certified or bank check payable to the "Connecticut Department of Energy and Environmental Protection". The check shall state on its face, "Bureau of Materials Management and Compliance Assurance, civil penalty, consent order no. CO WR IN 14 001."

13. Supplemental Environmental Project In satisfaction of \$39,960.00 of the civil penalty provided for in Section B.11., the Respondent shall fund the following supplemental environmental project ("SEP") as follows:
- a. On or before fourteen (14) days after the date of issuance of this consent order, Respondent shall pay \$39,960.00 to the Town of Sterling and shall certify in writing to the Commissioner that such payment was made. The SEP funds shall be used by the Town of Sterling to improve the Town of Sterling's sewerage system pump station located on Route 14 in Sterling in accordance with the Memorandum of Understanding between the Department of Energy and Environmental Protection and the Town of Sterling, a copy of which is attached to this consent order as Appendix D.
 - b. If Respondent fails to fund the SEP in accordance with paragraph B.13.a., Respondent shall immediately notify the Commissioner in writing and shall, within fourteen (14) days after written request from the Commissioner, remit to the Commissioner a payment for \$39,960.00, plus 10%. Such payment shall be by certified or bank check payable to "Connecticut Department of Energy and Environmental Protection" and the check shall state on its face "Statewide SEP Account, Consent Order No. CO WR IN 14 001." Respondent shall mail or personally deliver such payment to the Department of Energy and Environmental Protection, Bureau of Financial and Support Services, Accounts Receivable Office, 79 Elm Street, Hartford, CT 06106-5127.
 - c. If and when Respondent disseminates any publicity, including but not limited to any press releases regarding funding a SEP, Respondent shall include a statement that such funding is in partial settlement of an enforcement action brought by the Commissioner.
 - d. Respondent shall not claim or represent that any SEP payment made pursuant to this consent order constitutes an ordinary business expense or charitable contribution or any other type of tax deductible expense, and Respondent shall not seek or obtain any credit or any other tax benefit, such as a tax credit as a result of the payment under this paragraph.
 - e. In the event that any SEP funds paid by the Respondent are not fully expended in accordance with the Memorandum of Understanding, the Department may use the unexpended SEP funds for additional SEP(s) consistent with its "Policy on Supplemental Environmental Projects."
14. Sampling and sample analyses. All sampling and sample analyses which are required by this consent order and all reporting of such sample analyses shall be conducted by a laboratory certified by the U.S. Environmental Protection Agency and/or the Connecticut Department of Public Health to conduct such sampling and analyses. All sampling and sample analyses performed under this order shall be performed in accordance with procedures specified or approved in writing by the Commissioner, or, if no such procedures have been specified or approved, in accordance with 40 CFR 136. Unless otherwise specified by the Commissioner in writing, the value of each parameter shall be reported to the maximum level of precision and accuracy specified in the applicable protocol, and if no such level is specified, to the maximum level of precision and accuracy possible.
15. Approvals. Respondent shall use best efforts to submit to the Commissioner all documents required by this consent order in a complete and approvable form. If the Commissioner notifies Respondent that any document or other action is deficient, and does not approve it with conditions or modifications, it is deemed disapproved, and Respondent shall correct the deficiencies and resubmit it within the time specified by the Commissioner or, if no time is

specified by the Commissioner, within thirty (30) days of the Commissioner's notice of deficiencies. In approving any document or other action under this consent order, the Commissioner may approve the document or other action as submitted or performed or with such conditions or modifications as the Commissioner deems necessary to carry out the purposes of this consent order. Nothing in this paragraph shall excuse noncompliance or delay.

16. Definitions. As used in this consent order, "Commissioner" means the Commissioner or a representative of the Commissioner.
17. Dates. The date of "issuance" of this consent order is the date the consent order is deposited in the U.S. mail or personally delivered, whichever is earlier. The date of submission to the Commissioner of any document required by this consent order shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this consent order, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is deposited in the U.S. mail or is personally delivered, whichever is earlier. Except as otherwise specified in this consent order, the word "day" as used in this consent order means calendar day. Any document or action which is required by this consent order to be submitted or performed by a date which falls on a Saturday, Sunday or a Connecticut or federal holiday shall be submitted or performed by the next day which is not a Saturday, Sunday or Connecticut or federal holiday.
18. Certification of documents. Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under this consent order shall be signed by Respondent or, if Respondent is not an individual, by Respondent's chief executive officer or a duly authorized representative of such officer, as those terms are defined in §22a-430-3(b)(2) of the Regulations of Connecticut State Agencies, and by the individual(s) responsible for actually preparing such document, and each such individual shall certify in writing as follows:

"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, that the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statement made in the submitted information may be punishable as a criminal offense under §53a-157b of the Connecticut General Statutes and any other applicable law."
19. Noncompliance. This consent order is a final order of the Commissioner with respect to the matters addressed herein, and is nonappealable and immediately enforceable. Failure to comply with this consent order may subject Respondent to an injunction and penalties.
20. False statements. Any false statement in any information submitted pursuant to this consent order may be punishable as a criminal offense under §53a-157b of the Connecticut General Statutes and any other applicable law.
21. Notice of transfer; liability of Respondent. Until Respondent has fully complied with this consent order, Respondent shall notify the Commissioner in writing no later than fifteen (15) days after transferring all or any portion of the facility, the operations, the site or the business which is the subject of this consent order or after obtaining a new mailing or location address. Respondent's obligations under this consent order shall not be affected by the passage of title to any property to any other person or municipality.
22. Commissioner's powers. Except as provided hereinabove with respect to payment of civil penalties, nothing in this consent order shall affect the Commissioner's authority to institute any proceeding or take any other action to prevent or abate violations of law, prevent or abate


pollution, recover costs and natural resource damages, and to impose penalties for past, present, or future violations of law. If at any time the Commissioner determines that the actions taken by Respondent pursuant to this consent order have not successfully corrected all violations, fully characterized the extent or degree of any pollution, or successfully abated or prevented pollution, the Commissioner may institute any proceeding to require Respondent to undertake further investigation or further action to prevent or abate violations or pollution.

23. Respondent's obligations under law. Nothing in this consent order shall relieve Respondent of other obligations under applicable federal, state and local law.
24. No assurance by Commissioner. No provision of this consent order and no action or inaction by the Commissioner shall be construed to constitute an assurance by the Commissioner that the actions taken by Respondent pursuant to this consent order will result in compliance or prevent or abate pollution.
25. Access to site. Any representative of the Department of Energy and Environmental Protection may enter the facility without prior notice for the purposes of monitoring and enforcing the actions required or allowed by this consent order.
26. No effect on rights of other persons. This consent order neither creates nor affects any rights of persons or municipalities that are not parties to this consent order.
27. Notice to Commissioner of changes. Within fifteen (15) days of the date Respondent becomes aware of a change in any information submitted to the Commissioner under this consent order, or that any such information was inaccurate or misleading or that any relevant information was omitted, Respondent shall submit the correct or omitted information to the Commissioner.
28. Notification of noncompliance. In the event that Respondent becomes aware that it did not or may not comply, or did not or may not comply on time, with any requirement of this consent order or of any document required hereunder, Respondent shall immediately notify by telephone the individual identified in the next paragraph and shall take all reasonable steps to ensure that any noncompliance or delay is avoided or, if unavoidable, is minimized to the greatest extent possible. Within five (5) days of the initial notice, Respondent shall submit in writing the date, time, and duration of the noncompliance and the reasons for the noncompliance or delay and propose, for the review and written approval of the Commissioner, dates by which compliance will be achieved, and Respondent shall comply with any dates which may be approved in writing by the Commissioner. Notification by Respondent shall not excuse noncompliance or delay, and the Commissioner's approval of any compliance dates proposed shall not excuse noncompliance or delay unless specifically so stated by the Commissioner in writing.
29. Submission of documents. Any document required to be submitted to the Commissioner under this consent order shall, unless otherwise specified in this consent order or in writing by the Commissioner, be directed to:

Melissa Blais, Supervising Sanitary Engineer
Department of Energy and Environmental Protection
Bureau of Materials Management and Compliance Assurance
Water Permitting and Enforcement Division
79 Elm Street
Hartford, Connecticut 06106-5127

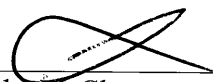
Respondent consents to the issuance of this consent order without further notice. The undersigned certifies that he/she is fully authorized to enter into this consent order and to legally bind the Respondent to the terms and conditions of the consent order. A signed and dated corporate resolution from the Respondent is attached hereto as Appendix E.

ReEnergy Sterling CT Limited Partnership

BY: 
James B. White
VP-Energy Operations

8/5/14
Date

Issued as a final order of the Commissioner of Energy and Environmental Protection.


Macky McCleary
Deputy Commissioner

9/16/14 Date

cc: Town of Sterling Land Records

Appendix A : PE Certification Language for Paragraph B.7

The following certification must be signed by a professional engineer licensed to practice in Connecticut.

"I hereby certify that I am a professional engineer. I have personally examined and am familiar with ReEnergy Sterling CT Limited Partnership located at 10 Exeter Drive in Sterling. Specifically, I have reviewed and/or personally investigated: 1) On-site activities; and 2) The Stormwater Pollution Prevention Plan. I certify, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining such information, that the information upon which this certification is based is true, accurate and complete to the best of my knowledge and belief. I certify that the Stormwater Pollution Prevention Plan identifies procedures, practices and maintenance activities to adequately ensure minimal impacts to stormwater from on-site activities.

I understand that knowingly making any false statement in this certification may be punishable as a criminal offense, including the possibility of fine and imprisonment, under section 53a-157b of the Connecticut General Statutes and any other applicable law."

Signature of Professional Engineer

Date

Name of Professional Engineer (print or type)

P.E. Number (if applicable)

Affix P.E. Stamp Here
(if applicable)

APPENDIX B – TRUST AGREEMENT

APPENDIX B

**TRUST AGREEMENT
FOR WORK TO BE PERFORMED UNDER CONSENT ORDER**

Trust Agreement (“Agreement”) entered into as of _____, 2014 by and between ReEnergy Sterling CT Limited Partnership, a Connecticut partnership (“Grantor”), and U.S. Bank National Association, a National Bank (“Trustee”).

WHEREAS, the Grantor owns a facility at 10 Exeter Drive, Sterling, CT ("the site"); and

WHEREAS, the State of Connecticut Department of Energy and Environmental Protection (“DEEP”), has issued Consent Order No. CO WR IN 14 001, dated _____, 2014 to the Grantor ("Consent Order"), which Consent Order requires the Grantor to conduct certain work at the site; and

WHEREAS, the Consent Order requires the Grantor to establish this trust to provide assurance that funds will be available to perform and complete the work required by the Consent Order; and

WHEREAS, the Grantor has selected the Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee,

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term “Grantor” means ReEnergy Sterling CT Limited Partnership and any successors or assigns of the Grantor.

(b) The term “Trustee” means the Trustee who enters into this Agreement and any successor Trustee.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facility and cost estimate identified on attached Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund (“Fund”) for the benefit of DEEP. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any

responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by DEEP.

Section 4. Payment for Work Required by the Consent Order. The Trustee shall make payments from the Fund as the DEEP Commissioner shall direct, in writing, to provide for the payment of the costs of work required by the Consent Order. The Trustee shall reimburse persons as specified by the DEEP Commissioner from the Fund for these expenditures in such amounts as the DEEP Commissioner shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the DEEP Commissioner specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the Fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

- (i) Obligations of the Grantor, or any other owner or operator of the facility, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the federal or a state government;
- (ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the federal or state government; and
- (iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;
- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the federal or state government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the DEEP Commissioner a statement confirming the value of the Fund. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the DEEP Commissioner shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel with respect to any question arising as to the construction of this Agreement or any action to be taken

hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the DEEP Commissioner.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee acceptable to the DEEP Commissioner and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the DEEP Commissioner, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A, or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the DEEP Commissioner to the Trustee shall be in writing, signed by the DEEP Commissioner or his designee, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or DEEP hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or DEEP, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the DEEP Commissioner, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee and the DEEP Commissioner, or by the Trustee and the DEEP Commissioner, if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 15, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the DEEP Commissioner or by the Trustee and the DEEP Commissioner, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the DEEP Commissioner issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Connecticut.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and attested as of the date first above written.

Signature of Grantor, ReEnergy Sterling CT Limited Partnership

By:

Its Managing Partner

Attest:

[Title]

[Seal]

Signature of Trustee

Attest:

[Title]

[Seal]

Trust Agreement Schedule A

Pursuant to Section 2 of this Agreement, the following is the facility for which financial assurance is being provided through the Trust established by this Agreement:

ReEnergy Sterling CT Limited Partnership
10 Exeter Drive
Sterling, Connecticut

Cost Estimate: \$439,925.00

Trust Agreement Schedule B

The property to be transferred to the Trustee pursuant to Sections 3 and 5 of this Agreement shall consist of cash in the amount of \$439,925.00, being the proceeds of Letter of Credit # _____ from Comerica Bank in the amount of \$439,925.00.

Trust Agreement Exhibit A

Pursuant to Section 14 of this Agreement, the following person(s) are designated by the Grantor as authorized to provide orders, requests, and instructions to the Trustee:

Keith Behrens / William Ralston
Corporate Controller / Chief Risk Officer

ReEnergy Holdings LLC
30 Century Hill Dr, Suite 101
Latham, NY 12110

518-810-0213 / 518-810-0206

APPENDIX C – LETTER OF CREDIT

APPENDIX C

DEEP Financial Assurance Irrevocable Letter of Credit

Comerica Bank

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER:

ISSUANCE DATE: _____, 2014

TOTAL AMOUNT: U.S. \$ **439,925.00**

BENEFICIARY: Connecticut Department of ———
Energy and Environmental Protection

APPLICANT: ReEnergy Sterling
CT Limited Partnership

Connecticut Department of Energy
and Environmental Protection
c/o: Director, Bureau of Materials Management
and Compliance Assurance
79 Elm Street
Hartford, CT 06106-5127

ReEnergy Sterling CT
Limited Partnership
10 Exeter Drive
Sterling, CT 06377

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No. XXXX in your favor, at the request and for the account of the Applicant ReEnergy Sterling CT Limited Partnership, 10 Exeter Drive, Sterling, CT 06377, up to the aggregate amount of Four Hundred and Thirty Nine Thousand, Nine Hundred and Twenty-Five U.S. dollars \$439,925.00. We hereby authorize the Connecticut Department of Energy and Environmental Protection (DEEP) to draw at sight on us, Comerica Bank, 411 West Lafayette (MC 3341), Detroit, MI 48226, an aggregate amount equal to the total amount, available upon presentation of:

(1) your sight draft, bearing reference to this Letter of Credit No. XXXX, and

(2) your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to the terms of Consent Order No. XXXX."

This letter of credit is effective as of _____, 2014 and shall expire on _____, 2015, but such expiration date shall be automatically extended for a period of at least one year on _____, 2015 and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you and the Applicant by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and the Applicant, as shown on the signed return receipts.

Multiple and partial draws on this letter of credit are expressly permitted, up to an aggregate amount not to exceed the total amount. Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the Standby Trust Fund of ReEnergy Sterling Limited Partnership in accordance with your instructions.

All banking and other charges under this letter of credit are for the account of the Applicant.

We certify that this letter of credit is issued to provide financial assurance to the State of Connecticut and the Commissioner of DEEP in compliance with Consent Order No. CO WR IN 14 001.

This letter of credit is issued subject to the most recent edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce.

Signature(s) of official(s) of issuing institution

[title(s) of official(s) of issuing institution]

[date]

APPENDIX D

MEMORANDUM OF UNDERSTANDING

**Memorandum of Understanding
Between the Department of Energy and Environmental Protection and Town of
Sterling Water Pollution Control Authority**

This Memorandum of Understanding ("MOU") is made and concluded in Hartford, Connecticut by and between the Connecticut Department of Energy and Environmental Protection ("Department"), represented by Robert Klee, Commissioner ("Commissioner") and Town of Sterling Water Pollution Control Authority ("WPCA"), represented by Russell Gray, First Selectman. The purpose of this memorandum is to document the understanding between the parties regarding the installation of: one new discharge pump, two check isolation valves, one check valve, and one station insert valve ("New Equipment") at the Sterling Lift Station, located on Route 14 in Sterling, Connecticut.

Whereas, ReEnergy Sterling CT Limited Partnership has agreed, pursuant to administrative consent order COWRIN14001 with the Department, to provide payment in the amount of Thirty-nine Thousand, Nine Hundred Sixty Dollars (\$39,960.00) directly to the WPCA to fund a supplemental environmental project ("SEP"), namely the purchase and installation of the New Equipment by the WPCA; and

Whereas, a description of the SEP, submitted by the WPCA to the Department, is attached hereto, and is hereby approved by the Department ("project").

Now, therefore, the Department and the WPCA agree as follows:

The WPCA agrees to:

1. Within three (3) business days from the date of receipt of SEP funds under this MOU, notify the Commissioner in writing of the amount of such funds that were received and deposit such funds in a federally insured, interest bearing account. Such SEP funds, including any interest accruals, shall be kept separate from all other assets or accounts held by the WPCA and used solely for the purposes of fulfilling the WPCA's obligations under this MOU.
2. Perform the project to its fullest detail as approved. The project shall be fully performed by no later than **August 31, 2015**.
3. Obtain any federal, state or local permits or approvals necessary to carry out the project.
4. Maintain adequate staffing to oversee the work and accounting of the project to its completion.
5. Within thirty (30) days after completion of the project, prepare and submit a comprehensive final report that shall include, but not limited to:
 - Written certification that the project has been completed as accepted.

- A complete accounting of actual project costs and all interest accruals on the SEP funds including an itemized list of expenditures and copies of receipts and invoices;
 - Discussion of the environmental benefits resulting from the project;
6. Submissions required under this MOU shall be made to Kevin Barrett, Department of Energy and Environmental Protection, Bureau of Materials Management and Compliance Assurance, 79 Elm Street, Hartford, CT 06106-5127.

Reimbursement of Unexpended SEP Funds:

Within seven (7) days after the submission of the final report, or upon the expiration of this MOU or any extension of time of performance authorized by the Commissioner pursuant to this paragraph, whichever is earlier, the WPCA shall remit the total amount of any unexpended SEP funds, including any unexpended interest accruals, to the Commissioner. Such payment shall be mailed or personally delivered to the Department of Environmental Protection, Bureau of Financial and Support Services, Accounts Receivable Office, 79 Elm Street, Hartford, Connecticut 06106-5127, and shall be by certified or bank check payable to the "Treasurer, State of Connecticut". The check shall state on its face, "Reimbursement of Unexpended SEP Funds."

Time of Performance:

This MOU shall be in effect until **August 31, 2015**. Following written request by the WPCA, the Commissioner may extend the time of performance as necessary to complete the supplemental environmental project.

CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

By: 
Robert Klee, Commissioner

Date: 9/18/14

The WPCA

By: 
Russell Gray, Town of Sterling Water Pollution Control Authority, First Selectman

Date: 8/19/14



Town of Sterling

Town Hall
1183 Plainfield Pike
P.O. Box 157
Oneco, Connecticut 06373-0157

Selectmen: 860-564-2904
Treasurer: 860-564-8488
Tax Office: 860-564-7563
Assessor: 860-564-3030

Town Clerk: 860-564-2657
Development Office: 860-564-4752
Building Inspector: 860-564-2275
Wetlands Agent: 860-564-2275
Registrars: 860-564-2654

SEP for Sterling

Sterling Lift Station Equipment/Reliability Upgrade

(revised 8/27/2014)

The Town of Sterling owns the lift station, located on Route 14. The Sterling lift station pumps Sterling domestic waste water to Plainfield-North POTW. Sterling contracts the operation and maintenance of the lift station to Plainfield. Parts necessary for the reliability upgrade of the lift station are not shelf items and must be purchased "as needed". Current and potential problems with this lift station:

1. One of two discharge pumps is in need of replacement. The pump leaks. #1 discharge pump, a Fairbanks 5430 Dry Pit Built-together Solids Handling Pump.
2. Discharge check valve does not seat, resulting in discharge backflow when pumps shut off, resulting in risk of pump damage due to reverse pump rotation and overstatement of flow volume, due to "re-pumping" of backflow. This condition directly affects the town of Sterling by overstating flows and resultant monthly billing.
3. Isolation valves for discharge check valve do not operate, preventing check valve repair or replacement
4. No insert valve at suction side of discharge pumps to prevent waste flow during major pump repair or change out.

Recommended solution:

1. Replace (1) Discharge pump
2. Replace (2) faulty check isolation valves
3. Replace faulty check valve
4. Install station Insert Valve

The Town of Sterling Water Pollution Control Authority proposes to purchase the necessary equipment as identified in the table below: Plainfield WPCA/POTW personnel and contractors will install the equipment purchased with funds provided by ReEnergy.

Qty	Part	Description	Cost Ea.	Ext. Cost
1	Insert Valve	Team 12" resilient wedge gate	15,000.00	15,000.00
2	Isolation Valve	Kennedy 8068A 6" UL/FM, Flanged, 8 bolt	1,664.00	3,328.00
1	Discharge Check Valve	Kennedy 1126 6" UL/FM, Flanged, 8 bolt,	2,453.00	2,453.00
1	Discharge Pump	Fairbanks 5430 Dry Pit Built-together	19,179.00	19,179.00
		Solids Handling Pump		
Total				39,960.00

Delivery of all of the valves identified in the table above is estimated to be six to eight weeks from date of order. Delivery of the Fairbanks 5430 discharge pump is estimated to be twelve to sixteen weeks from date of order.

The Town of Sterling expects parts orders to be placed within 30 days of acceptance of the SEP and M.O.U. by DEEP.

Upon receipt of parts, the Town of Sterling will coordinate installation with Plainfield WPCA/POTW. It is estimated that installation of check and isolation valves can be completed within 90 days of receipt. Since these components are most critical to the protection and reliability of the pump station, they will be the primary focus of the project, with anticipated installation completion in Nov. – Dec. 2014.

Installation of the pump-suction insert valve is expected to also be accomplished during this time frame.

Given the extended lead time for the delivery of the Fairbanks pump (Nov.- Dec.), the Town of Sterling proposes to store the pump, at its Town Garage through the winter of 2014 and spring of 2015. Weather and flow conditions permitting, it is anticipated that installation can be successfully completed late second quarter to third quarter 2015.

By: Russell Gray Date: 8/27/14
Russell Gray, Town of Sterling Water Pollution Control Authority, First Selectman

APPENDIX E – CORPORATE RESOLUTION

REENERGY STERLING CT LIMITED PARTNERSHIP

CONSENT TO PARTNERSHIP ACTION

Effective as of August 1, 2014

The undersigned, being the General Partner of ReEnergy Sterling CT Limited Partnership (the "Partnership"), a Connecticut general partnership, does unanimously agree and consent to the following actions:

NOW, THEREFORE, BE IT RESOLVED, that the Partnership may execute and deliver any and all contracts with the Connecticut Department of Energy and Environmental Protection which it deems to be necessary or appropriate to carry out its business; and

FURTHER RESOLVED, that James B. White, as Vice President – Energy Operations of the General Partner, is authorized and directed to execute, deliver and submit any and all contracts and other written obligations, including, but not limited to administrative consent orders with the Connecticut Department of Energy and Environmental Protection with respect to environmental matters on behalf of the Partnership.

IN WITNESS WHEREOF, the undersigned have executed this consent this 1st day of August, 2014.

**ReEnergy Sterling LLC, General Partner of
ReEnergy Sterling CT Limited Partnership**

By: William H. Ralston
William H. Ralston
Secretary

Subscribed and sworn to before me this 1st day of August, 2014.

Diane L. Wagner
Diane L. Wagner
Notary Public

DIANE L. WAGNER
Notary Public, State of New York
Qualified in Rensselaer County
No. 01MI5059878
My Commission Expires 05/06 2018

REENERGY STERLING LLC

SECRETARY'S CERTIFICATION

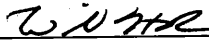
I, William H. Ralston, Secretary of ReEnergy Sterling LLC, the General Partner of ReEnergy Sterling CT Limited Partnership (the "Partnership"), do hereby certify that on June 10, 2014, the following resolution was duly approved at a meeting of the Board of Directors of ReEnergy Sterling LLC.

RESOLVED that James B. White, Vice President – Energy Operations of ReEnergy Sterling LLC, is hereby authorized to enter into a certain administrative consent order between the State of Connecticut, Department of Energy and Environmental Protection, and ReEnergy Sterling CT Limited Partnership, on behalf of the Partnership.

Date: August 1st, 2014

REENERGY STERLING CT LIMITED PARTNERSHIP

By: ReEnergy Sterling LLC, General Partner



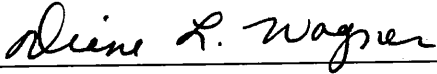
William H. Ralston
Secretary

Acknowledgement of Corporate Secretary:

State of New York)
) ss.:
County of Albany)

On this, 1st day of August, 2014, before me, Diane L. Wagner the undersigned officer, personally appeared William H. Ralston, who acknowledged himself to be the Secretary of ReEnergy Sterling LLC, General Partner of ReEnergy Sterling CT Limited Partnership, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Secretary.

In witness whereof, I hereunto set my hand.



Diane L. Wagner
Notary Public

DIANE L. WAGNER
Notary Public, State of New York
Qualified in Rensselaer County
No. 01MI5059878
My Commission Expires 05/06 /2018

[illegible]