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5100 West Lemon Street  
Suite 114  
Tampa, FL USA 33609  
Telephone: (813) 287-1717  
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September 3, 2009

**RECEIVED**  
Our Ref.: 093-89570

SEP 08 2009

DEP/DARM  
South Permitting Section  
Division of Air Resource Management  
2600 Blair Stone Road MS 5500  
Tallahassee, Florida 32399-2400

BUREAU OF AIR REGULATION

Attention: Mr Al Linero, P.E.

**RE: Air Construction Permit Application  
Northwest Florida Renewable Energy Center, LLC (NWFREC) in Port St. Joe, FL**

Dear Mr. Linero:

The Northwest Florida Renewable Energy Center, LLC (NWFREC) is proposed as a power project in Port St. Joe (the Project), which would use biomass to generate electricity. Specifically, biomass will be gasified, and the product gas that is produced will be combusted in energy-efficient, combined cycle combustion turbines to produce electricity. The proposed project will generate a nominal net 47 megawatts (MW) of electricity. The NWFREC has submitted, under separate cover, a minor source air construction permit application for the proposed project.

As we discussed, this letter serves to transmit the referenced forms for the Clean Air Interstate Rule and for the Certificate of Representation.

If you should have any questions regarding the enclosed documents, please don't hesitate to contact me at (813) 287-1717. Thank you in advance for your timely processing of this application.

Sincerely,

**GOLDER ASSOCIATES INC.**

A handwritten signature in black ink, appearing to read "Scott Osbourn", written over a horizontal line.

Scott Osbourn, P.E.  
Senior Consultant and Project Manager

Attachment

FDEP  
Mr. Linero

-2-

September 3, 2009  
093-89570

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cc: Kenn Davis, NWFREC  
Glenn Farris, NWFREC



Plant Name (from STEP 1) **NWFREC**

### STEP 3

Read the  
standard  
requirements.

## CAIR NO<sub>x</sub> ANNUAL TRADING PROGRAM

### CAIR Part Requirements.

- (1) The CAIR designated representative of each CAIR NO<sub>x</sub> source and each CAIR NO<sub>x</sub> unit at the source shall:
  - (i) Submit to the DEP a complete and certified CAIR Part form under 40 CFR 96.122 and Rule 62-296.470, F.A.C., in accordance with the deadlines specified in Rule 62-213.420, F.A.C.; and
  - (ii) [Reserved];
- (2) The owners and operators of each CAIR NO<sub>x</sub> source and each CAIR NO<sub>x</sub> unit at the source shall have a CAIR Part included in the Title V operating permit issued by the DEP under 40 CFR Part 96, Subpart CC, and operate the source and the unit in compliance with such CAIR Part.

### Monitoring, Reporting, and Recordkeeping Requirements.

- (1) The owners and operators, and the CAIR designated representative, of each CAIR NO<sub>x</sub> source and each CAIR NO<sub>x</sub> unit at the source shall comply with the monitoring, reporting, and recordkeeping requirements of 40 CFR Part 96, Subpart HH, and Rule 62-296.470, F.A.C.
- (2) The emissions measurements recorded and reported in accordance with 40 CFR Part 96, Subpart HH, shall be used to determine compliance by each CAIR NO<sub>x</sub> source with the following CAIR NO<sub>x</sub> Emissions Requirements.

### NO<sub>x</sub> Emission Requirements.

- (1) As of the allowance transfer deadline for a control period, the owners and operators of each CAIR NO<sub>x</sub> source and each CAIR NO<sub>x</sub> unit at the source shall hold, in the source's compliance account, CAIR NO<sub>x</sub> allowances available for compliance deductions for the control period under 40 CFR 96.154(a) in an amount not less than the tons of total NO<sub>x</sub> emissions for the control period from all CAIR NO<sub>x</sub> units at the source, as determined in accordance with 40 CFR Part 96, Subpart HH.
- (2) A CAIR NO<sub>x</sub> unit shall be subject to the requirements under paragraph (1) of the NO<sub>x</sub> Requirements starting on the later of January 1, 2009, or the deadline for meeting the unit's monitor certification requirements under 40 CFR 96.170(b)(1) or (2) and for each control period thereafter.
- (3) A CAIR NO<sub>x</sub> allowance shall not be deducted, for compliance with the requirements under paragraph (1) of the NO<sub>x</sub> Requirements, for a control period in a calendar year before the year for which the CAIR NO<sub>x</sub> allowance was allocated.
- (4) CAIR NO<sub>x</sub> allowances shall be held in, deducted from, or transferred into or among CAIR NO<sub>x</sub> Allowance Tracking System accounts in accordance with 40 CFR Part 96, Subparts FF and GG.
- (5) A CAIR NO<sub>x</sub> allowance is a limited authorization to emit one ton of NO<sub>x</sub> in accordance with the CAIR NO<sub>x</sub> Annual Trading Program. No provision of the CAIR NO<sub>x</sub> Annual Trading Program, the CAIR Part, or an exemption under 40 CFR 96.105 and no provision of law shall be construed to limit the authority of the state or the United States to terminate or limit such authorization.
- (6) A CAIR NO<sub>x</sub> allowance does not constitute a property right.
- (7) Upon recordation by the Administrator under 40 CFR Part 96, Subpart EE, FF, or GG, every allocation, transfer, or deduction of a CAIR NO<sub>x</sub> allowance to or from a CAIR NO<sub>x</sub> unit's compliance account is incorporated automatically in any CAIR Part of the source that includes the CAIR NO<sub>x</sub> unit.

### Excess Emissions Requirements.

If a CAIR NO<sub>x</sub> source emits NO<sub>x</sub> during any control period in excess of the CAIR NO<sub>x</sub> emissions limitation, then:

- (1) The owners and operators of the source and each CAIR NO<sub>x</sub> unit at the source shall surrender the CAIR NO<sub>x</sub> allowances required for deduction under 40 CFR 96.154(d)(1) and pay any fine, penalty, or assessment or comply with any other remedy imposed, for the same violations, under the Clean Air Act or applicable state law; and
- (2) Each ton of such excess emissions and each day of such control period shall constitute a separate violation of 40 CFR Part 96, Subpart AA, the Clean Air Act, and applicable state law.

### Recordkeeping and Reporting Requirements.

- (1) Unless otherwise provided, the owners and operators of the CAIR NO<sub>x</sub> source and each CAIR NO<sub>x</sub> unit at the source shall keep on site at the source each of the following documents for a period of 5 years from the date the document is created. This period may be extended for cause, at any time before the end of 5 years, in writing by the DEP or the Administrator.
  - (i) The certificate of representation under 40 CFR 96.113 for the CAIR designated representative for the source and each CAIR NO<sub>x</sub> unit at the source and all documents that demonstrate the truth of the statements in the certificate of representation; provided that the certificate and documents shall be retained on site at the source beyond such 5-year period until such documents are superseded because of the submission of a new certificate of representation under 40 CFR 96.113 changing the CAIR designated representative.
  - (ii) All emissions monitoring information, in accordance with 40 CFR Part 96, Subpart HH, of this part, provided that to the extent that 40 CFR Part 96, Subpart HH, provides for a 3-year period for recordkeeping, the 3-year period shall apply.
  - (iii) Copies of all reports, compliance certifications, and other submissions and all records made or required under the CAIR NO<sub>x</sub> Annual Trading Program.
  - (iv) Copies of all documents used to complete a CAIR Part form and any other submission under the CAIR NO<sub>x</sub> Annual Trading Program or to demonstrate compliance with the requirements of the CAIR NO<sub>x</sub> Annual Trading Program.
- (2) The CAIR designated representative of a CAIR NO<sub>x</sub> source and each CAIR NO<sub>x</sub> unit at the source shall submit the reports required under the CAIR NO<sub>x</sub> Annual Trading Program, including those under 40 CFR Part 96, Subpart HH.

Plant Name (from STEP 1) **NWFREC**

**STEP 3,  
Continued**

Liability.

- (1) Each CAIR NO<sub>x</sub> source and each CAIR NO<sub>x</sub> unit shall meet the requirements of the CAIR NO<sub>x</sub> Annual Trading Program.
- (2) Any provision of the CAIR NO<sub>x</sub> Annual Trading Program that applies to a CAIR NO<sub>x</sub> source or the CAIR designated representative of a CAIR NO<sub>x</sub> source shall also apply to the owners and operators of such source and of the CAIR NO<sub>x</sub> units at the source.
- (3) Any provision of the CAIR NO<sub>x</sub> Annual Trading Program that applies to a CAIR NO<sub>x</sub> unit or the CAIR designated representative of a CAIR NO<sub>x</sub> unit shall also apply to the owners and operators of such unit.

Effect on Other Authorities.

No provision of the CAIR NO<sub>x</sub> Annual Trading Program, a CAIR Part, or an exemption under 40 CFR 96.105 shall be construed as exempting or excluding the owners and operators, and the CAIR designated representative, of a CAIR NO<sub>x</sub> source or CAIR NO<sub>x</sub> unit from compliance with any other provision of the applicable, approved State Implementation Plan, a federally enforceable permit, or the Clean Air Act.

**CAIR SO<sub>2</sub> TRADING PROGRAM**

CAIR Part Requirements.

- (1) The CAIR designated representative of each CAIR SO<sub>2</sub> source and each CAIR SO<sub>2</sub> unit at the source shall:
  - (i) Submit to the DEP a complete and certified CAIR Part form under 40 CFR 96.222 and Rule 62-296.470, F.A.C., in accordance with the deadlines specified in Rule 62-213.420, F.A.C.; and
  - (ii) [Reserved];
- (2) The owners and operators of each CAIR SO<sub>2</sub> source and each CAIR SO<sub>2</sub> unit at the source shall have a CAIR Part included in the Title V operating permit issued by the DEP under 40 CFR Part 96, Subpart CCC, for the source and operate the source and each CAIR unit in compliance with such CAIR Part.

Monitoring, Reporting, and Recordkeeping Requirements.

- (1) The owners and operators, and the CAIR designated representative, of each CAIR SO<sub>2</sub> source and each SO<sub>2</sub> CAIR unit at the source shall comply with the monitoring, reporting, and recordkeeping requirements of 40 CFR Part 96, Subpart HHH, and Rule 62-296.470, F.A.C.
- (2) The emissions measurements recorded and reported in accordance with 40 CFR Part 96, Subpart HHH, shall be used to determine compliance by each CAIR SO<sub>2</sub> source with the following CAIR SO<sub>2</sub> Emission Requirements.

SO<sub>2</sub> Emission Requirements.

- (1) As of the allowance transfer deadline for a control period, the owners and operators of each CAIR SO<sub>2</sub> source and each CAIR SO<sub>2</sub> unit at the source shall hold, in the source's compliance account, a tonnage equivalent in CAIR SO<sub>2</sub> allowances available for compliance deductions for the control period, as determined in accordance with 40 CFR 96.254(a) and (b), not less than the tons of total sulfur dioxide emissions for the control period from all CAIR SO<sub>2</sub> units at the source, as determined in accordance with 40 CFR Part 96, Subpart HHH.
- (2) A CAIR SO<sub>2</sub> unit shall be subject to the requirements under paragraph (1) of the Sulfur Dioxide Emission Requirements starting on the later of January 1, 2010 or the deadline for meeting the unit's monitor certification requirements under 40 CFR 96.270(b)(1) or (2) and for each control period thereafter.
- (3) A CAIR SO<sub>2</sub> allowance shall not be deducted, for compliance with the requirements under paragraph (1) of the SO<sub>2</sub> Emission Requirements, for a control period in a calendar year before the year for which the CAIR SO<sub>2</sub> allowance was allocated.
- (4) CAIR SO<sub>2</sub> allowances shall be held in, deducted from, or transferred into or among CAIR SO<sub>2</sub> Allowance Tracking System accounts in accordance with 40 CFR Part 96, Subparts FFF and GGG.
- (5) A CAIR SO<sub>2</sub> allowance is a limited authorization to emit sulfur dioxide in accordance with the CAIR SO<sub>2</sub> Trading Program. No provision of the CAIR SO<sub>2</sub> Trading Program, the CAIR Part, or an exemption under 40 CFR 96.205 and no provision of law shall be construed to limit the authority of the state or the United States to terminate or limit such authorization.
- (6) A CAIR SO<sub>2</sub> allowance does not constitute a property right.
- (7) Upon recordation by the Administrator under 40 CFR Part 96, Subpart FFF or GGG, every allocation, transfer, or deduction of a CAIR SO<sub>2</sub> allowance to or from a CAIR SO<sub>2</sub> unit's compliance account is incorporated automatically in any CAIR Part of the source that includes the CAIR SO<sub>2</sub> unit.

Excess Emissions Requirements.

If a CAIR SO<sub>2</sub> source emits SO<sub>2</sub> during any control period in excess of the CAIR SO<sub>2</sub> emissions limitation, then:

- (1) The owners and operators of the source and each CAIR SO<sub>2</sub> unit at the source shall surrender the CAIR SO<sub>2</sub> allowances required for deduction under 40 CFR 96.254(d)(1) and pay any fine, penalty, or assessment or comply with any other remedy imposed, for the same violations, under the Clean Air Act or applicable state law; and
- (2) Each ton of such excess emissions and each day of such control period shall constitute a separate violation of 40 CFR Part 96, Subpart AAA, the Clean Air Act, and applicable state law.

Plant Name (from STEP 1) **NWFREC**

**STEP 3,  
Continued**

**Recordkeeping and Reporting Requirements.**

(1) Unless otherwise provided, the owners and operators of the CAIR SO<sub>2</sub> source and each CAIR SO<sub>2</sub> unit at the source shall keep on site at the source each of the following documents for a period of 5 years from the date the document is created. This period may be extended for cause, at any time before the end of 5 years, in writing by the Department or the Administrator.

(i) The certificate of representation under 40 CFR 96.213 for the CAIR designated representative for the source and each CAIR SO<sub>2</sub> unit at the source and all documents that demonstrate the truth of the statements in the certificate of representation; provided that the certificate and documents shall be retained on site at the source beyond such 5-year period until such documents are superseded because of the submission of a new certificate of representation under 40 CFR 96.213 changing the CAIR designated representative.

(ii) All emissions monitoring information, in accordance with 40 CFR Part 96, Subpart HHH, of this part, provided that to the extent that 40 CFR Part 96, Subpart HHH, provides for a 3-year period for recordkeeping, the 3-year period shall apply.

(iii) Copies of all reports, compliance certifications, and other submissions and all records made or required under the CAIR SO<sub>2</sub> Trading Program.

(iv) Copies of all documents used to complete a CAIR Part form and any other submission under the CAIR SO<sub>2</sub> Trading Program or to demonstrate compliance with the requirements of the CAIR SO<sub>2</sub> Trading Program.

(2) The CAIR designated representative of a CAIR SO<sub>2</sub> source and each CAIR SO<sub>2</sub> unit at the source shall submit the reports required under the CAIR SO<sub>2</sub> Trading Program, including those under 40 CFR Part 96, Subpart HHH.

**Liability.**

(1) Each CAIR SO<sub>2</sub> source and each CAIR SO<sub>2</sub> unit shall meet the requirements of the CAIR SO<sub>2</sub> Trading Program.

(2) Any provision of the CAIR SO<sub>2</sub> Trading Program that applies to a CAIR SO<sub>2</sub> source or the CAIR designated representative of a CAIR SO<sub>2</sub> source shall also apply to the owners and operators of such source and of the CAIR SO<sub>2</sub> units at the source.

(3) Any provision of the CAIR SO<sub>2</sub> Trading Program that applies to a CAIR SO<sub>2</sub> unit or the CAIR designated representative of a CAIR SO<sub>2</sub> unit shall also apply to the owners and operators of such unit.

**Effect on Other Authorities.**

No provision of the CAIR SO<sub>2</sub> Trading Program, a CAIR Part, or an exemption under 40 CFR 96.205 shall be construed as exempting or excluding the owners and operators, and the CAIR designated representative, of a CAIR SO<sub>2</sub> source or CAIR SO<sub>2</sub> unit from compliance with any other provision of the applicable, approved State Implementation Plan, a federally enforceable permit, or the Clean Air Act.

**CAIR NO<sub>x</sub> OZONE SEASON TRADING PROGRAM**

**CAIR Part Requirements.**

(1) The CAIR designated representative of each CAIR NO<sub>x</sub> Ozone Season source and each CAIR NO<sub>x</sub> Ozone Season unit at the source shall:

(i) Submit to the DEP a complete and certified CAIR Part form under 40 CFR 96.322 and Rule 62-296.470, F.A.C., in accordance with the deadlines specified in Rule 62-213.420, F.A.C.; and

(ii) [Reserved];

(2) The owners and operators of each CAIR NO<sub>x</sub> Ozone Season source required to have a Title V operating permit or air construction permit, and each CAIR NO<sub>x</sub> Ozone Season unit required to have a Title V operating permit or air construction permit at the source shall have a CAIR Part included in the Title V operating permit or air construction permit issued by the DEP under 40 CFR Part 96, Subpart CCCC, for the source and operate the source and the unit in compliance with such CAIR Part.

**Monitoring, Reporting, and Recordkeeping Requirements.**

(1) The owners and operators, and the CAIR designated representative, of each CAIR NO<sub>x</sub> Ozone Season source and each CAIR NO<sub>x</sub> Ozone Season unit at the source shall comply with the monitoring, reporting, and recordkeeping requirements of 40 CFR Part 96, Subpart HHHH, and Rule 62-296.470, F.A.C.

(2) The emissions measurements recorded and reported in accordance with 40 CFR Part 96, Subpart HHHH, shall be used to determine compliance by each CAIR NO<sub>x</sub> Ozone Season source with the following CAIR NO<sub>x</sub> Ozone Season Emissions Requirements.

**NO<sub>x</sub> Ozone Season Emission Requirements.**

(1) As of the allowance transfer deadline for a control period, the owners and operators of each CAIR NO<sub>x</sub> Ozone Season source and each CAIR NO<sub>x</sub> Ozone Season unit at the source shall hold, in the source's compliance account, CAIR NO<sub>x</sub> Ozone Season allowances available for compliance deductions for the control period under 40 CFR 96.354(a) in an amount not less than the tons of total NO<sub>x</sub> emissions for the control period from all CAIR NO<sub>x</sub> Ozone Season units at the source, as determined in accordance with 40 CFR Part 96, Subpart HHHH.

(2) A CAIR NO<sub>x</sub> Ozone Season unit shall be subject to the requirements under paragraph (1) of the NO<sub>x</sub> Ozone Season Emission Requirements starting on the later of May 1, 2009 or the deadline for meeting the unit's monitor certification requirements under 40 CFR 96.370(b)(1),(2), or (3) and for each control period thereafter.

(3) A CAIR NO<sub>x</sub> Ozone Season allowance shall not be deducted, for compliance with the requirements under paragraph (1) of the NO<sub>x</sub> Ozone Season Emission Requirements, for a control period in a calendar year before the year for which the CAIR NO<sub>x</sub> Ozone Season allowance was allocated.

(4) CAIR NO<sub>x</sub> Ozone Season allowances shall be held in, deducted from, or transferred into or among CAIR NO<sub>x</sub> Ozone Season Allowance Tracking System accounts in accordance with 40 CFR Part 96, Subparts FFFF and GGGG.

(5) A CAIR NO<sub>x</sub> Ozone Season allowance is a limited authorization to emit one ton of NO<sub>x</sub> in accordance with the CAIR NO<sub>x</sub> Ozone Season Trading Program. No provision of the CAIR NO<sub>x</sub> Ozone Season Trading Program, the CAIR Part, or an exemption under 40 CFR 96.305 and no provision of law shall be construed to limit the authority of the state or the United States to terminate or limit such authorization.

(6) A CAIR NO<sub>x</sub> Ozone Season allowance does not constitute a property right.

(7) Upon recordation by the Administrator under 40 CFR Part 96, Subpart EEEE, FFFF or GGGG, every allocation, transfer, or deduction of a CAIR NO<sub>x</sub> Ozone Season allowance to or from a CAIR NO<sub>x</sub> Ozone Season unit's compliance account is incorporated automatically in any CAIR Part of the source that includes the CAIR NO<sub>x</sub> Ozone Season unit.

Plant Name (from STEP 1) <b>NWFREC</b>
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**STEP 3,  
Continued**

**Excess Emissions Requirements.**

If a CAIR NO<sub>x</sub> Ozone Season source emits NO<sub>x</sub> during any control period in excess of the CAIR NO<sub>x</sub> Ozone Season emissions limitation, then:  
(1) The owners and operators of the source and each CAIR NO<sub>x</sub> Ozone Season unit at the source shall surrender the CAIR NO<sub>x</sub> Ozone Season allowances required for deduction under 40 CFR 96.354(d)(1) and pay any fine, penalty, or assessment or comply with any other remedy imposed, for the same violations, under the Clean Air Act or applicable state law; and  
(2) Each ton of such excess emissions and each day of such control period shall constitute a separate violation of 40 CFR Part 96, Subpart AAAA, the Clean Air Act, and applicable state law.

**Recordkeeping and Reporting Requirements.**

(1) Unless otherwise provided, the owners and operators of the CAIR NO<sub>x</sub> Ozone Season source and each CAIR NO<sub>x</sub> Ozone Season unit at the source shall keep on site at the source each of the following documents for a period of 5 years from the date the document is created. This period may be extended for cause, at any time before the end of 5 years, in writing by the DEP or the Administrator.  
(i) The certificate of representation under 40 CFR 96.313 for the CAIR designated representative for the source and each CAIR NO<sub>x</sub> Ozone Season unit at the source and all documents that demonstrate the truth of the statements in the certificate of representation; provided that the certificate and documents shall be retained on site at the source beyond such 5-year period until such documents are superseded because of the submission of a new certificate of representation under 40 CFR 96.113 changing the CAIR designated representative.  
(ii) All emissions monitoring information, in accordance with 40 CFR Part 96, Subpart HHHH, of this part, provided that to the extent that 40 CFR Part 96, Subpart HHHH, provides for a 3-year period for recordkeeping, the 3-year period shall apply.  
(iii) Copies of all reports, compliance certifications, and other submissions and all records made or required under the CAIR NO<sub>x</sub> Ozone Season Trading Program.  
(iv) Copies of all documents used to complete a CAIR Part form and any other submission under the CAIR NO<sub>x</sub> Ozone Season Trading Program or to demonstrate compliance with the requirements of the CAIR NO<sub>x</sub> Ozone Season Trading Program.  
(2) The CAIR designated representative of a CAIR NO<sub>x</sub> Ozone Season source and each CAIR NO<sub>x</sub> Ozone Season unit at the source shall submit the reports required under the CAIR NO<sub>x</sub> Ozone Season Trading Program, including those under 40 CFR Part 96, Subpart HHHH.

**Liability.**

(1) Each CAIR NO<sub>x</sub> Ozone Season source and each CAIR NO<sub>x</sub> Ozone Season unit shall meet the requirements of the CAIR NO<sub>x</sub> Ozone Season Trading Program.  
(2) Any provision of the CAIR NO<sub>x</sub> Ozone Season Trading Program that applies to a CAIR NO<sub>x</sub> Ozone Season source or the CAIR designated representative of a CAIR NO<sub>x</sub> Ozone Season source shall also apply to the owners and operators of such source and of the CAIR NO<sub>x</sub> Ozone Season units at the source.  
(3) Any provision of the CAIR NO<sub>x</sub> Ozone Season Trading Program that applies to a CAIR NO<sub>x</sub> Ozone Season unit or the CAIR designated representative of a CAIR NO<sub>x</sub> Ozone Season unit shall also apply to the owners and operators of such unit.

**Effect on Other Authorities.**

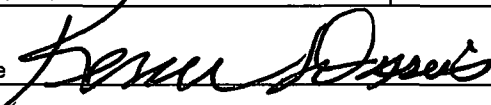
No provision of the CAIR NO<sub>x</sub> Ozone Season Trading Program, a CAIR Part, or an exemption under 40 CFR 96.305 shall be construed as exempting or excluding the owners and operators, and the CAIR designated representative, of a CAIR NO<sub>x</sub> Ozone Season source or CAIR NO<sub>x</sub> Ozone Season unit from compliance with any other provision of the applicable, approved State Implementation Plan, a federally enforceable permit, or the Clean Air Act.

**STEP 4**

**Certification (for designated representative or alternate designated representative only)**

**Read the certification statement; provide name, title, owner company name, phone, and e-mail address; sign, and date.**

I am authorized to make this submission on behalf of the owners and operators of the CAIR source or CAIR units for which the submission is made. I certify under penalty of law that I have personally examined, and am familiar with, the statements and information submitted in this document and all its attachments. Based on my inquiry of those individuals with primary responsibility for obtaining the information, I certify that the statements and information are to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false statements and information or omitting required statements and information, including the possibility of fine or imprisonment.

Name <b>Kenn Davis</b>	Title <b>Project Manager</b>
Company Owner Name <b>NWFREC, LLC</b>	
Phone <b>(765) 832-8526</b>	E-mail Address <b>kdavis@whiteconstruction.com</b>
Signature 	Date <b>9/1/09</b>

# Clean Air Interstate Rule (CAIR) Program

## Instructions for CAIR Part Form

(40 CFR 96.121, 96.122, 96.221, 96.222, 96.321, 96.322,  
and Rule 62-296.470, F.A.C.)

*The CAIR Program requires the designated representative or alternate designated representative to submit a CAIR Part form for each source with a CAIR unit. A complete Certificate of Representation must be received by EPA before the CAIR Part form is submitted to the DEP Bureau of Air Regulation.*

### DEFINITIONS:

"CAIR" – Clean Air Interstate Rule  
"CFR" - Code of Federal Regulations  
"DOE"- U.S. Department of Energy  
"EIA" – U.S. Energy Information Agency  
"F.A.C." - Florida Administrative Code  
"DEP" - Florida Department of Environmental Protection  
"NO<sub>x</sub>" – Nitrogen oxides  
"ORIS" - Office of Regulatory Information Systems  
"SO<sub>2</sub>" – Sulfur dioxide

**Please type or print. The alternate designated representative may sign in lieu of the designated representative. If assistance is needed, contact the DEP Bureau of Air Regulation at (850) 488-0114.**

**STEP 1** Use the plant name and ORIS Code listed on the Certificate of Representation for the plant. An ORIS code is a 4-digit number assigned by the EIA at the DOE to power plants owned by utilities. If the plant is not owned by a utility but has a 5-digit plant code (also assigned by EIA), use the plant code. If no code has been assigned or if there is uncertainty regarding what the code number is, contact EIA at (202) 586-2402.

**STEP 2** For column "a," identify each CAIR unit at the CAIR source by providing the appropriate unit identification numbers, consistent with the unit identification numbers entered on the Certificate of Representation and with unit identification numbers used in reporting to DOE and/or EIA. For new units without identification numbers, owners and operators may assign such numbers consistent with EIA and DOE requirements. For columns "b," "c," and "d," indicate to which CAIR program(s) each unit is subject by placing an "X" in the column(s). For columns "e" and "f," enter the expected commence commercial operation date(s) and expected monitor certification deadline(s) for new units in accordance with 40 CFR 96.102, 96.202, and 96.302; and 40 CFR 96.170(b), 96.270(b), and 96.370(b), respectively.

**STEP 3** Read the standard requirements.

**STEP 4** Read the certification statement; provide name, title, owner company name, phone, and e-mail address; sign, and date.

**Submission deadlines:** See Rule 62-213.420, F.A.C.

**Submit this form to:** DEP Bureau of Air Regulation  
MS 5505  
2600 Blair Stone Rd  
Tallahassee, FL 32399-2400





# Certificate of Representation

Page

For more information, see instructions and 40 CFR 72.24, 40 CFR 96.113, 96.213, or 96.313, or a comparable state regulation under the Clean Air Interstate Rule (CAIR) NO<sub>x</sub> Annual, SO<sub>2</sub>, and NO<sub>x</sub> Ozone Season Trading Programs, or 40 CFR 97.113, 97.213, or 97.313, as applicable.

This submission is:  New  Revised (revised submissions must be complete; see instructions)

**FACILITY (SOURCE) INFORMATION**

**STEP 1**  
 Provide information for the facility (source).

Facility (Source) Name <b>NWFREC, LLC</b>	State <b>FL</b>	Plant Code <b>TBD</b>
County Name <b>Gulf</b>		
Latitude <b>29/49/33 N</b>	Longitude <b>85/18/27 S</b>	

**STEP 2**  
 Enter requested information for the designated representative.

Name <b>Kenn Davis</b>	Title <b>Project Manager</b>
Company Name <b>Northwest Florida Renewable Energy Center (NWFREC), LLC of Port St. Joe</b>	
Address <b>11993 South St., Route 63, Clinton, Indiana 47842</b>	
Phone Number <b>(765) 832-8526</b>	Fax Number <b>(765) 832-1860</b>
E-mail address <b>kdavis@whiteconstruction.com</b>	

**STEP 3**  
 Enter requested information for the alternate designated representative.

Name	Title
Company Name	
Address	
Phone Number	Fax Number
E-mail address	

Facility (Source) Name (from Step 1) **NWFREC, LLC**

**UNIT INFORMATION**

**STEP 4: Complete one page for each unit located at the facility identified in STEP 1** (i.e., for each boiler, simple cycle combustion turbine, or combined cycle combustion turbine.) Do not list duct burners. Indicate each program to which the unit is subject, and enter all other unit-specific information, including the name of each owner and operator of the unit and the generator ID number and nameplate capacity of each generator served by the unit. If the unit is subject to a program, then the facility (source) is also subject. (For units subject to the NO<sub>x</sub> Budget Trading Program, a separate "Account Certificate of Representation" form must be submitted to meet requirements under that program.)

Applicable Program(s):  Acid Rain  CAIR NO<sub>x</sub> Annual  CAIR SO<sub>2</sub>  CAIR NO<sub>x</sub> Ozone Season

Unit ID# <b>001A</b>	Unit Type: <b>CT</b>	Source Category <b>Industrial Turbine</b>	Generator ID Number	Acid Rain Capacity
		NAICS Code <b>22 -Utilities</b>	<b>Solar Model T-130</b>	<b>16.0</b>
Date unit began (or will begin) serving any generator producing electricity for sale (including test generation) (mm/dd/yyyy): <b>9/2010</b>		Check One: Actual <input type="checkbox"/> Projected <input type="checkbox"/>		
Company Name: <b>NWFREC, LLC</b>				<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Operator
Company Name:				<input type="checkbox"/> Owner <input type="checkbox"/> Operator
Company Name:				<input type="checkbox"/> Owner <input type="checkbox"/> Operator
Company Name:				<input type="checkbox"/> Owner <input type="checkbox"/> Operator
Company Name:				<input type="checkbox"/> Owner <input type="checkbox"/> Operator

Facility (Source) Name (from Step 1) **NWFREC, LLC**

**UNIT INFORMATION**

**STEP 4: Complete one page for each unit located at the facility identified in STEP 1** (i.e., for each boiler, simple cycle combustion turbine, or combined cycle combustion turbine.) Do not list duct burners. Indicate each program to which the unit is subject, and enter all other unit-specific information, including the name of each owner and operator of the unit and the generator ID number and nameplate capacity of each generator served by the unit. If the unit is subject to a program, then the facility (source) is also subject. (For units subject to the NO<sub>x</sub> Budget Trading Program, a separate "Account Certificate of Representation" form must be submitted to meet requirements under that program.)

**Applicable Program(s):**  Acid Rain  CAIR NO<sub>x</sub> Annual  CAIR SO<sub>2</sub>  CAIR NO<sub>x</sub> Ozone Season

Unit ID# <b>001B</b>	Unit Type <b>CT</b>	Source Category <b>Industrial Turbine</b>	Generator ID Number	Acid Rain Capacity
		NAICS Code <b>22 -Utilities</b>	<b>Solar Model T-130</b>	<b>16.0</b>
Date unit began (or will begin) serving any generator producing electricity for sale (including test generation) (mm/dd/yyyy): <b>9/2010</b>			Check One: Actual <input type="checkbox"/> Projected <input type="checkbox"/>	
Company Name: <b>NWFREC, LLC</b>				<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Operator
Company Name:				<input type="checkbox"/> Owner <input type="checkbox"/> Operator
Company Name:				<input type="checkbox"/> Owner <input type="checkbox"/> Operator
Company Name:				<input type="checkbox"/> Owner <input type="checkbox"/> Operator
Company Name:				<input type="checkbox"/> Owner <input type="checkbox"/> Operator

Facility (Source) Name (from Step 1) <b>NWFREC, LLC</b>
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**STEP 5: Read the certifications, sign and date.**Acid Rain Program

I certify that I was selected as the designated representative or alternate designated representative (as applicable) by an agreement binding on the owners and operators of the affected source and each affected unit at the source (i.e., the source and each unit subject to the Acid Rain Program, as indicated in  $\Delta$ Applicable Program(s)@ in Step 4).

I certify that I have all necessary authority to carry out my duties and responsibilities under the Acid Rain Program on behalf of the owners and operators of the affected source and each affected unit at the source and that each such owner and operator shall be fully bound by my representations, actions, inactions, or submissions.

I certify that the owners and operators of the affected source and each affected unit at the source shall be bound by any order issued to me by the Administrator, the permitting authority, or a court regarding the source or unit.

Where there are multiple holders of a legal or equitable title to, or a leasehold interest in, an affected unit, or where a utility or industrial customer purchases power from an affected unit under a life-of-the-unit, firm power contractual arrangement, I certify that:

I have given a written notice of my selection as the designated representative or alternate designated representative (as applicable) and of the agreement by which I was selected to each owner and operator of the affected source and each affected unit at the source; and

Allowances, and proceeds of transactions involving allowances, will be deemed to be held or distributed in proportion to each holder's legal, equitable, leasehold, or contractual reservation or entitlement, except that, if such multiple holders have expressly provided for a different distribution of allowances, allowances and proceeds of transactions involving allowances will be deemed to be held or distributed in accordance with the contract.

Clean Air Interstate Rule (CAIR) NO<sub>x</sub> Annual Trading Program

I certify that I was selected as the CAIR designated representative or alternate CAIR designated representative (as applicable), by an agreement binding on the owners and operators of the CAIR NO<sub>x</sub> source and each CAIR NO<sub>x</sub> unit at the source (i.e., the source and each unit subject to the CAIR NO<sub>x</sub> Annual Trading Program, as indicated in  $\Delta$ Applicable Program(s)@ in Step 4).

I certify that I have all necessary authority to carry out my duties and responsibilities under the CAIR NO<sub>x</sub> Annual Trading Program on behalf of the owners and operators of the CAIR NO<sub>x</sub> source and each CAIR NO<sub>x</sub> unit at the source and that each such owner and operator shall be fully bound by my representations, actions, inactions, or submissions.

I certify that the owners and operators of the CAIR NO<sub>x</sub> source and each CAIR NO<sub>x</sub> unit at the source shall be bound by any order issued to me by the Administrator, the permitting authority, or a court regarding the source or unit.

Where there are multiple holders of a legal or equitable title to, or a leasehold interest in, a CAIR NO<sub>x</sub> unit, or where a utility or industrial customer purchases power from a CAIR NO<sub>x</sub> unit under a life-of-the-unit, firm power contractual arrangement, I certify that:

I have given a written notice of my selection as the CAIR designated representative or alternate CAIR designated representative (as applicable) and of the agreement by which I was selected to each owner and operator of the CAIR NO<sub>x</sub> source and each CAIR NO<sub>x</sub> unit at the source; and

CAIR NO<sub>x</sub> allowances and proceeds of transactions involving CAIR NO<sub>x</sub> allowances will be deemed to be held or distributed in proportion to each holder's legal, equitable, leasehold, or contractual reservation or entitlement, except that, if such multiple holders have expressly provided for a different distribution of CAIR NO<sub>x</sub> allowances by contract, CAIR NO<sub>x</sub> allowances and proceeds of transactions involving CAIR NO<sub>x</sub> allowances will be deemed to be held or distributed in accordance with the contract.

Facility (Source) Name (from Step 1) **NWFREC, LLC**

### Clean Air Interstate Rule (CAIR) SO<sub>2</sub> Trading Program

I certify that I was selected as the CAIR designated representative or alternate CAIR designated representative (as applicable), by an agreement binding on the owners and operators of the CAIR SO<sub>2</sub> source and each CAIR SO<sub>2</sub> unit at the source (i.e., the source and each unit subject to the SO<sub>2</sub> Trading Program, as indicated in <sup>Δ</sup>Applicable Program(s)<sup>@</sup> in Step 4).

I certify that I have all necessary authority to carry out my duties and responsibilities under the CAIR SO<sub>2</sub> Trading Program, on behalf of the owners and operators of the CAIR SO<sub>2</sub> source and each CAIR SO<sub>2</sub> unit at the source and that each such owner and operator shall be fully bound by my representations, actions, inactions, or submissions.

I certify that the owners and operators of the CAIR SO<sub>2</sub> source and each CAIR SO<sub>2</sub> unit at the source shall be bound by any order issued to me by the Administrator, the permitting authority, or a court regarding the source or unit.

Where there are multiple holders of a legal or equitable title to, or a leasehold interest in, a CAIR SO<sub>2</sub> unit, or where a utility or industrial customer purchases power from a CAIR SO<sub>2</sub> unit under a life-of-the-unit, firm power contractual arrangement, I certify that:

I have given a written notice of my selection as the CAIR designated representative or alternate CAIR designated representative (as applicable) and of the agreement by which I was selected to each owner and operator of the CAIR SO<sub>2</sub> source and each CAIR SO<sub>2</sub> unit at the source; and

CAIR SO<sub>2</sub> allowances and proceeds of transactions involving CAIR SO<sub>2</sub> allowances will be deemed to be held or distributed in proportion to each holder's legal, equitable, leasehold, or contractual reservation or entitlement, except that, if such multiple holders have expressly provided for a different distribution of CAIR SO<sub>2</sub> allowances by contract, CAIR SO<sub>2</sub> allowances and proceeds of transactions involving CAIR SO<sub>2</sub> allowances will be deemed to be held or distributed in accordance with the contract.

### Clean Air Interstate Rule (CAIR) NO<sub>x</sub> Ozone Season Trading Program

I certify that I was selected as the CAIR designated representative or alternate CAIR designated representative (as applicable), by an agreement binding on the owners and operators of the CAIR NO<sub>x</sub> Ozone Season source and each CAIR NO<sub>x</sub> Ozone Season unit at the source (i.e., the source and each unit subject to the CAIR NO<sub>x</sub> Ozone Season Trading Program, as indicated in <sup>Δ</sup>Applicable Program(s)<sup>@</sup> in Step 4).

I certify that I have all necessary authority to carry out my duties and responsibilities under the CAIR NO<sub>x</sub> Ozone Season Trading Program on behalf of the owners and operators of the CAIR NO<sub>x</sub> Ozone Season source and each CAIR NO<sub>x</sub> Ozone Season unit at the source and that each such owner and operator shall be fully bound by my representations, actions, inactions, or submissions.

I certify that the owners and operators of the CAIR NO<sub>x</sub> Ozone Season source and each CAIR NO<sub>x</sub> Ozone Season unit shall be bound by any order issued to me by the Administrator, the permitting authority, or a court regarding the source or unit.

Where there are multiple holders of a legal or equitable title to, or a leasehold interest in, a CAIR NO<sub>x</sub> Ozone Season unit, or where a utility or industrial customer purchases power from a CAIR NO<sub>x</sub> Ozone Season unit under a life-of-the-unit, firm power contractual arrangement, I certify that:

I have given a written notice of my selection as the CAIR designated representative or alternate CAIR designated representative (as applicable) and of the agreement by which I was selected to each owner and operator of the CAIR NO<sub>x</sub> Ozone Season source and each CAIR NO<sub>x</sub> Ozone Season unit; and

CAIR NO<sub>x</sub> Ozone Season allowances and proceeds of transactions involving CAIR NO<sub>x</sub> Ozone Season allowances will be deemed to be held or distributed in proportion to each holder's legal, equitable, leasehold, or contractual reservation or entitlement, except that, if such multiple holders have expressly provided for a different distribution of CAIR NO<sub>x</sub> Ozone Season allowances by contract, CAIR NO<sub>x</sub> Ozone Season allowances and proceeds of transactions involving CAIR NO<sub>x</sub> Ozone Season allowances will be deemed to be held or distributed in accordance with the contract.

Facility (Source) Name (from Step 1) **NWFREC, LLC**

**General**

I am authorized to make this submission on behalf of the owners and operators of the source or units for which the submission is made. I certify under penalty of law that I have personally examined, and am familiar with, the statements and information submitted in this document and all its attachments. Based on my inquiry of those individuals with primary responsibility for obtaining the information, I certify that the statements and information are to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false statements and information or omitting required statements and information, including the possibility of fine or imprisonment.

Signature (Designated Representative) <i>[Handwritten Signature]</i>	Date <i>9/1/09</i>
Signature (Alternate Designated Representative)	Date