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AIR REGULATION

March 31, 2011

Project No. 103-89656

Mr. Al Linero, Program Administrator
Bureau of Air Regulation
Florida Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, FL 32399-2400

**RE: SUPPLEMENTAL INFORMATION
AIR CONSTRUCTION PERMIT APPLICATION
NORTHWEST FLORIDA RENEWABLE ENERGY CENTER, LLC (NWFREC)
PORT ST. JOE, FL; FDEP FILE NO.: 0450012-002-AC**

Dear Mr. Linero:

This correspondence provides the additional information that was discussed with the Florida Department of Environmental Protection during a conference call on March 24, 2011, concerning the above-referenced Air Construction Permit application. The Northwest Florida Renewable Energy Center, LLC (NWFREC) is submitting this information to supplement the previous RAI response package, dated March 14, 2011. Specifically, this submittal addresses the following issues:

- Revisions to the char combustor emissions estimates for NO_x, SO₂ and CO, based on more recent representative data (Attachment 1) and additional NO_x controls for that combustor;
- Applicant request that the project be permitted, not only for the initially proposed combustion turbine (CT) design, but also for use of a GE 6B CT design (Attachment 2); and
- Revised air application pages that reflect Northwest Florida Renewable Energy Center (NWFREC), LLC as the permittee and not Biomass Energy Holdings (BEH), LLC. (Attachment 3).

Regarding emissions from the char combustor, this submittal serves to update the previous emission estimates with recent, more representative information. NWFREC's Rentech char combustor is proposed to be an all-refractory fluidized bed combustor. In conventional biomass combustors, there are distinct combustion environments, as commercial fluidized bed combustors employ staged combustion. In most cases, NO_x and CO levels are interchangeable, in that NO_x can be reduced by raising CO with a staged combustion design. It is also important to avoid combustion hot spots and air in-leakage to minimize emissions of both NO_x and CO. The following paragraphs summarize the proposed revisions to the emission estimates for the char combustor. The emission estimates are detailed in the revised Tables 3-1 and 3-4 in Attachment 1 to this letter submittal.

The NWFREC char combustor, rated at 155 mmBtu/hr, is comparable to the smaller commercial bubbling bed units in service at other locations. Circulating fluidized beds (CFBs) and bubbling bed boilers, with water wall construction, but with refractory protection extending from the grate to some 10 to 20 feet up the walls, typically achieve NO_x of 0.09 to 0.15 lb/mmBtu, without emissions controls other than good combustion practice. These lower NO_x values, when compared to 100 percent water wall stoker-grate boilers (i.e., 0.18 – 0.28 lb/mmBtu) are due to a peak combustion temperature within about 100 F of the

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average bed temperature of approximately 1600 F, excellent mixing and gas-solid contact to promote combustion, and much less air in-leakage and cold spots on water-cooled walls. The above-cited NO_x emissions of 0.09 to 0.15 lb/mmBtu are higher than initially estimated (i.e., 0.06 lb/mmBtu). However, because NO_x control can be implemented in the char combustor at a fairly reasonable cost, the Project is willing to accept the initial emission estimate as a permit limit. The proposed NO_x control method is referred to as selective non-catalytic reduction (SNCR). It is requested that the permit language be clear that operation of the control system will be at the permittee's option, either to meet the NO_x limit, to over-control NO_x below the NO_x limit to reduce CO, or to over-control NO_x below the NO_x limit to reduce the NO_x credits that may be required under the CAIR program, if necessary.

In the SNCR system, ammonia is injected through multiple injection nozzles into the gas stream exiting the char combustor where the temperature is in the target range of 1600 – 1800 F. Depending upon injection rates and the ratio of the ammonia to NO_x, the expected emission reduction can be as high as 50 percent (design point). The ammonia will be withdrawn from the bottom of the storage tank and metered with a variable speed pump to the injection nozzles. The choice of anhydrous or aqueous ammonia will be made during detailed design. The variable speed pump would be controlled from zero to 100 percent flow based on the readings from the NO_x analyzer. The flow would be adjusted to not only reduce the NO_x concentration as necessary to meet the required permit limits, but to keep the ammonia slip (ammonia vented to atmosphere) below 10 ppmv. The ammonia would be injected into the combustor exit / cyclone system through an array of atomizing nozzles. The number and location of the injection nozzles will be designed to optimize injection velocities and distribution of the ammonia reagent into the reaction zone and the exact location will be set during detailed design. The SNCR system will be integrated with the ammonia system that will also supply the combined cycle unit's SCR system.

Regarding CO, the March 24, 2011 discussions with the Department were with respect to the range of recent vendor data and how our previous estimate was at the low end of these current ranges. NWFREC's Rentech char combustor is proposed to be an all-refractory fluidized bed combustor, with CO emissions typically in the range of 0.08 - 0.12 lb/mmBtu. NWFREC is proposing that CO emissions be limited to 0.10 lb/mmBtu, which is the average of the typical range and higher than the initial estimate of 0.02 lb/mmBtu.

As the revised annual emissions estimates for CO will remain well below the applicable 250 TPY threshold for PSD purposes, the only other applicable CO requirement would be the area source boiler MACT/GACT rule. As was stated in our RAI response, the combustor would be regulated as a biomass boiler under the area source boiler MACT/GACT rule. Although the area source boiler MACT/GACT rule will apply, the proposed CO emission limit of 0.10 lb/mmBtu (15.5 lb/hr. and 67.7 TPY) equates to approximately 94.3 ppm by volume on a dry basis corrected to 7% O₂. This emission rate is below the area source boiler MACT standard of 100 ppm by volume on a dry basis corrected to 7% O₂.

The SO₂ emissions for the entire facility are revised to reflect an overall mass balance approach based on the assumed fuel sulfur in the feedstock, the amount that is retained in the product gas and the assumed amount that goes to the char combustor. NWFREC calculated the potential SO₂ rate of the feedstock from using 0.03 percent average sulfur in the feedstock, a feedrate of 900 dry tons per day (DTPD) and then multiplying by two (2 lb-mole of SO₂/1 lb-mole of S) to get a potential of 45 lb/hr of SO₂ in the feedstock. The revised flare emissions (RAI response, dated March 14, 2011) assume 0.02 volume percent H₂S in the typical product gas, resulting in 36.4 lb/hr of SO₂ in the untreated product gas. The difference (amount emitted from the char combustor) would be 45 lb/hr of SO₂ minus 36.4 lb/hr of SO₂, or 8.6 lb/hr of SO₂. However, Rentech's experience is that as much as approximately 30 percent of the feedstock sulfur goes to the char combustor, which would increase the potential SO₂ emissions from the char combustor from 8.6 lb/hr of SO₂ to a revised estimate of 13.5 lb/hr of SO₂ (i.e., 0.09 lb/mmBtu and 59.1 TPY). Since the sulfur would be distributed as a mass balance in the system, for the increased level of sulfur that may occur in the char combustor, a lower level of sulfur would be available for uptake in the product gas.

Finally, NWFREC would like to request that the project be permitted, not only for the initially proposed combustion turbine (CT) design, but also for an equivalent proposed GE 6B CT design (Attachment 2).

The proposed GE 6B CT would not require production of any additional or different product gas, the MW output would be comparable and emissions are predicted to be equal to or less than the current proposed configuration. GE has developed performance and emissions for a 6B turbine based upon our Project's proposed fuel gas composition. Emissions expectations from the GE CT are as follows:

- NOx - 25 ppmvd @15 percent O₂ with steam injection down to 70% load
- CO - 10 ppmv with turn-down to 70 percent load on simple cycle basis
- UHC - 7 ppmvw with turndown to 70 percent load

As the above estimates are below the proposed levels for the Solar CTs, prior to post-combustion control, there will be no difficulty in meeting the proposed permit limits with either machine. In addition, the use of this CT model, in lieu of the alternate configuration consisting of three CTs, would trigger CAIR program requirements. Therefore, Attachment 3 includes a completed CAIR form in the event this CT is ultimately selected.

In accordance with the Department's requirements, as these responses include information of an engineering nature, a professional engineering certification accompanies this supplemental information package. Should you have any questions, please contact our office at (813) 287-1717.

Sincerely,

GOLDER ASSOCIATES INC.



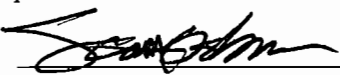
Scott Osbourn, P.E.
Associate and Tampa Operations Manager

cc: Glenn Farris, NWFREC
Andrew Grant, NWFREC

Enclosures: Attachment 1— Revised Emission Tables
Attachment 2— Manufacturer Specifications for the GE 6B CT
Attachment 3— Revised Air Application Form Pages

APPLICATION INFORMATION

Professional Engineer Certification

1. Professional Engineer Name: Scott H. Osbourn Registration Number: 57557
2. Professional Engineer Mailing Address... Organization/Firm: Golder Associates Inc.** Street Address: 5100 West Lemon Street, Suite 208 City: Tampa State: FL Zip Code: 33609
3. Professional Engineer Telephone Numbers... Telephone: (813) 287-1717 ext. 53304 Fax: (813) 287-1716
4. Professional Engineer Email Address: sosbourn@golder.com
5. Professional Engineer Statement: <i>I, the undersigned, hereby certify, except as particularly noted herein*, that:</i> <i>(1) To the best of my knowledge, there is reasonable assurance that the air pollutant emissions unit(s) and the air pollution control equipment described in this application for air permit, when properly operated and maintained, will comply with all applicable standards for control of air pollutant emissions found in the Florida Statutes and rules of the Department of Environmental Protection; and</i> <i>(2) To the best of my knowledge, any emission estimates reported or relied on in this application are true, accurate, and complete and are either based upon reasonable techniques available for calculating emissions or, for emission estimates of hazardous air pollutants not regulated for an emissions unit addressed in this application, based solely upon the materials, information and calculations submitted with this application.</i> <i>(3) If the purpose of this application is to obtain a Title V air operation permit (check here <input type="checkbox"/> , if so), I further certify that each emissions unit described in this application for air permit, when properly operated and maintained, will comply with the applicable requirements identified in this application to which the unit is subject, except those emissions units for which a compliance plan and schedule is submitted with this application.</i> <i>(4) If the purpose of this application is to obtain an air construction permit (check here <input checked="" type="checkbox"/> , if so) or concurrently process and obtain an air construction permit and a Title V air operation permit revision or renewal for one or more proposed new or modified emissions units (check here <input type="checkbox"/> , if so), I further certify that the engineering features of each such emissions unit described in this application have been designed or examined by me or individuals under my direct supervision and found to be in conformity with sound engineering principles applicable to the control of emissions of the air pollutants characterized in this application.</i> <i>(5) If the purpose of this application is to obtain an initial air operation permit or operation permit revision or renewal for one or more newly constructed or modified emissions units (check here <input type="checkbox"/> , if so), I further certify that, with the exception of any changes detailed as part of this application, each such emissions unit has been constructed or modified in substantial accordance with the information given in the corresponding application for air construction permit and with all provisions contained in such permit.</i> Signature  Date <u>3/31/11</u> (seal)

* Attach any exception to certification statement.

** Board of Professional Engineers Certificate of Authorization #00001670

**ATTACHMENT 1
CHAR COMBUSTOR EMISSIONS ESTIMATES**

**REVISED TABLE 3-1
BEH PROJECT SUMMARY OF POTENTIAL AIR EMISSIONS**

Pollutant (TPY)	New CTs (1, 2, & 3)^a	Gasifier Combustor	Cooling Tower	Material Handling	Auxiliary Boiler	Flare	Dryer	Project Total Emissions
SO ₂	11.9	59.1	NA	NA	0.09	1.82	NA	73
PM	61.6	2.5	1.03	12.4	0.03	-- ^b	0.10	78
PM ₁₀	61.6	2.5	0.73	7.00	0.03	-- ^b	0.01	72
NO _x	118.1	42.0	NA	NA	1.47	1.59	NA	163
CO	72.3	67.7	NA	NA	1.24	8.67	NA	150
VOC (as methane)	13.7	7.0	NA	NA	0.08	3.28	NA	24
Fluoride	-- ^b	-- ^b	NA	NA	NA	-- ^b	NA	0
Lead	-- ^b	-- ^b	NA	NA	NA	-- ^b	NA	0
Total HAPs	5.8	5.2	NA	NA	0.03	-- ^b	NA	11

^a Based on emissions at 55°F.

^b Emissions are negligible

Source: Golder, 2011

Revised Table 3-4. Gasifier Combustor Emissions

<u>Performance</u>	
Product Gas Produced (MMBtu/hr) LHV	468.5
Quantity of Residual Char (%)	33.0
Heat Input from Residual Char (MMBtu/hr)	155
Char Heating Value (Btu/lb)	14,500
Hours of Operation	8,760
Flow (acfm)	TBD
<u>Emissions</u>	
SO ₂ -Basis is average feedstock sulfur content (%)	0.03
Feedstock Rate (dry TPD)	900
Split to combustor (S fraction)	0.3
Split to combustor (S -lb/hr)	6.8
Split to combustor (SO ₂ -lb/hr)	13.5
(lb/MMBtu)	0.09
(tpy)	59.1
* NO _x - (lb/ton) AP-42, Table 1.2-1	1.8
Char produced (ton/hr)	5.3
(lb/hr)	9.6
(lb/MMBtu)	0.06
(tpy)	42.0
* CO	
(lb/MMBtu)	0.10
(lb/hr)	15.5
(tpy)	67.7
VOC - (lb/ton) AP-42, Table 1.2-6	0.3
Char produced (ton/hr)	5.3
(lb/hr)	1.6
(tpy)	7.0
PM/PM10-(lb/ton) AP-42, Table 1.2-3	71.2
Char produced (ton/hr)	5.3
(lb/hr)	379.6
Cyclone Efficiency (%)	85.0
(lb/hr) controlled	56.9
Baghouse Efficiency (%)	99.0
(lb/hr) controlled	0.57
(lb/MMBtu)	0.004
(tpy)	2.5

Source: Golder, 2011

* NO_x and CO values reflect recently available vendor data

**ATTACHMENT 2
GE 6B CT DESIGN**



Budgetary Estimate for Combustion Gas Turbine Packaged Power Plant

Table of Contents

- Project Information
- Plant Location
- Site Information
- Site Electrical Summary(Rated)
- Equipment Summary
- Scope of Supply Summary
- Gas Fuel Information
- Equipment List
- Term Sheet

Energy Product Links

- Environment, Health & Safety
- GE Aero Energy Products
- GE Distributed Power
- GE Hydro
- GE Nuclear Energy
- GE Oil and Gas
- GE Power.com
- GE Water Technologies
- GE Wind Energy
- Reuter-Stokes, Inc.
- Substation Automation Solutions
- Turbine Blading, Ltd.

GE Response to Energy Products Configurator Request

CMS ID Number: 716726
 Configuration Number: 3540 (Rev: 1)
 Budgetary Estimate No: 4933
 Date: 04-26-2010
 Customer Contact:
 Company Name: Biomass Energy
 Equipment Configured: MS6001B Gas Turbine-Generator
 Number of Units: 1
 Projected first unit ship: 2012 – 1st Quarter
 Requested first unit ship: 2012 – 1st Quarter
 * Estimated Price: Euro 20,500,000

* Estimated price for budgetary purposes only

Includes: Ex-Works, Standard Warranty, Continental/Domestic Freight, Maritime/Ocean Freight, Export Box, Technical Direction of Installation (TDI), Training, Performance Testing
 Excludes: Extended Warranty, Commissions, Translations, Duties, Extended Payment Terms, Centerline

This estimated price is based on the equipment configuration developed in your visit to GE's Energy Products Configurator web site. It assumes that you and the appropriate GE company will develop a mutually agreeable contract which incorporates the principles set forth in the attached Term Sheet.

This budgetary estimate does not constitute an offer to sell. It is provided for preliminary planning purposes only.

General Electric would be pleased to work closely with you to develop a firm price proposal for this project. Please contact GE via email or telephone with any questions. If you wish to change the configuration, request a firm proposal or explore related GE products, please revisit the GEPower.com web site.

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Project Information

Project Name:	Northwest Florida Renewable Energy Center	Project Type:	Equipment Only
		Generator Frequency:	60 Hz
Customer Contact:			
Company Name:	Biomass Energy		
Address:			

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Plant Location

Site Name:	
City:	
Country:	USA
State/Province:	Florida

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Site Information

Elevation:	0 ft / 0 m 14,7 psi / 1013 mbar	Wind Speed:	131 to 150 mph / 211 to 242 km/h
Des Ambient Temp:	70 F / 21 C	Applicable Code:	UBC 1997
Min Ambient Temp:	23 F / -5 C	Salt Classification:	Coastal
Max Ambient Temp:	104 F / 40 C	Dust:	Light < 200 ppm
Des Relative Humidity:	60%	Snow Load:	No Snow
Min Relative Humidity:	40%	Seismic Code:	UBC 1997
Max Relative Humidity:	80%	Seismic Zone:	2B

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Site Electrical Summary(Rated)

Frequency:	60 Hz	Terminal/High Voltage:	13500 Volts
PF Selected:	0.85	Medium Voltage:	6600 Volts
PF at Rated Base Load:	0.8	Low Three Phase Voltage:	480 Volts
Distribution Grid Type:	Grid/Island	DC Voltage:	125 Volts
Low Single Phase Voltage:	120 Volts		

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Equipment Summary

Turbine:	PG6001B 60Hz	Combustor Type:	IGCC
Generator:	Open Ventilated/Brushless	Fuel:	Syngas/Natural Gas
Number of Units:	1	Duty Cycle:	Base Load

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Scope of Supply Summary

GE Supplied Equipment

Equipment	Comments
Turbine	
Generator/Excitation	Open Ventilated/Brushless
Fire Protection	
Inlet System	Self cleaning
Starting Means	Diesel Engine (no black start)
Compressor Washing	OFF Line
Accessory Base	

Electrical Systems / Equipment

Auxiliary Transformer
52G Gen Breaker
Bus Bar to MV Cell
Battery
Turbine Control
Generator Protection Panel
PEECC
Turbine Equipment MCC
Syngas Module
Steam Injection

Customer Supplied Equipment

Equipment	Comments
Exhaust System	
Exhaust Expansion Joint	
Closed Cooling Water System	
Gas Meter	
Final Scrubber	
Interconnecting pipings	
Water Treatment	

Electrical Systems / Equipment

Interconnecting Cables
Main Transformer

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Gas Fuel Information

Note: If multiple fuel sources are to be used, fuel data is required for each. Refer to gas fuel specification GEI - 41040F for further detail on fuel properties and effects on turbine operation.

Gas Fuel Analysis		Supply Conditions	
Constituents	Mole %	Temperature	
Hydrogen:	0	Nom (°F/°C)	60/16
Nitrogen:	0	Min (°F/°C)	0/-18
Carbon Monoxide:	0	Max (°F/°C)	140/60
Carbon Dioxide:	0	Pressure	
Methane:	100	Nom (psig/ kg/cm ²)	304/21
Ethane:	0	Min (psig/ kg/cm ²)	304/21
Propane:	0	Max (psig/kg/cm ²)	350/26
n-Butane:	0		
n-Pentane:	0		
n-Hexane:	0		
Total Mole %:	100		

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Equipment List

EQUIPMENT SUPPLIED BY GE:

Generator

General Information

- Open ventilated air-cooled generator
- Outdoor installation
- 60 Hz generator frequency
- Generator voltage 13.8 kV
- 0.85 power factor (lagging)
- Capability to 1.00 power factor (leading)
- Class "F" armature and rotor insulation
- Class "B" temperature rise, armature and rotor winding
- Self-cleaning inlet filters
- Generator bearings
 - Pedestal bearing support
 - Tilting pad bearings
 - Roll out bearing capability without removing rotor
 - Insulated collector end bearing
 - Offline bearing insulation check with isolated rotor
- Monitoring Devices
 - Provisions for key phasor-generator
 - Provisions for permanent flux probe
 - Proximity vibration probes
 - Two probes per bearing at 45° angle
- Generator Field
 - Direct cooled field
 - Two-pole field
 - Finger type amortisseurs

Generator Lube Oil Systems and Equipment

- Bearing lube oil system
 - Generator lube oil system integral with turbine
 - Sight flow indicator
- Lube oil system piping materials
 - Stainless steel lube oil feed pipe
 - Stainless steel lube oil drain pipe
 - Welded oil piping

Generator Temperature Devices



- Stator winding temperature devices
 - 100-ohm platinum RTDs (resistance temperature detector)
 - Single element RTDs
 - Grounded RTDs
 - Six (6) stator slot RTDs
- Gas path temperature devices
 - 100-ohm platinum gas path RTDs
 - Single element temperature sensors
 - Two (2) cold gas
 - One (1) hot gas
- Bearing temperature devices
 - Chromel alumel (type K) thermocouples
 - Dual element temperature sensors
 - Two (2) bearing metal temperature sensors per bearing
- Lube oil system temperature devices
 - Chromel alumel (type K) thermocouples
 - Dual element temperature sensors
 - One (1) bearing drain temperature sensor per drain

Generator Packaging, Enclosures, and Compartments

- Neutral tie
- Exciter enclosure for brushless exciter
- Foundation hardware
 - Generator shims
 - Generator alignment key(s) - collector end

Generator Excitation Systems, Static Components

- EX2000BR brushless field excitation regulator

Generator Protection

- Generator electrical protection equipment
 - Ground brush rigging
- Transportation
 - Generator shipped with rotor installed
 - English language service manuals including Operation, Maintenance and Reference Drawing volumes
 - On-line Operation and Maintenance Manuals for Generator
- Generator maintenance tools (1 set per site)
 - Rotor lifting slings
 - Rotor removal equipment including shoes, pans, pulling devices
- Installation equipment



- Trunions for generator
- On permanent basis

The Gas Turbine Package Consisting Of:

The Gas Turbine Compartment:

- Multi-stages, axial flow compressor
- Modulated inlet guide vanes
- Three-stages turbine
- Multi-chambers combustion system
- Syngas/natural gas combustion system with IGCC combustors
- Ignition system with spark plugs and U.V. flame detectors
- Borescope openings for maintenance inspection
- Seismic type vibration sensors on bearing caps for protection
- Proximity type sensors for shaftline displacement monitoring
- Thermocouples for measuring exhaust temperature
- Thermocouples on bearing drains
- Inlet and exhaust plenums
- Exhaust frame blowers
- Off line compressor and off line turbine wet washing system

The Auxiliary Systems:

- Lubricating oil system with:
 - Duplex lube oil filters
 - Single lube oil to water heat exchanger
 - Shaft driven main lube oil pump
 - Full-flow AC motor-driven auxiliary lube oil pump
 - One (1) partial flow DC motor driven emergency lube oil pump
 - Lube oil tank
 - Lube oil mist eliminator with single extraction Fan
 - Lube oil heater
- Hydraulic oil system with:
 - Shaft driven hydraulic oil pump
 - AC motor driven auxiliary hydraulic oil pump
 - Duplex hydraulic oil filters
- Syngas/Nat Gas fuel system with:
 - One (1 x 100%) fuel gas filter per fuel
 - Syngas & Nat Gas fuel stop and control valves

Steam Injection for NOx Level Reduction With:

- Steam Stop Valve
- Flow Control/Condensate drain Valves
- Flow Measurement System



Couplings:

- Flexible auxiliary coupling
- Auxiliary gear box
- Gas turbine dry flexible type load coupling
- Load gear box, mounted between the gas turbine and the generator:
 - Separate base
 - Lubricating system integral with gas turbine
 - Seismic type vibration sensors on bearing caps for protection
 - Thermocouples on bearing drains
 - Connected to generator with rigid coupling

Gas Turbine Packaging

- Lagging and enclosures
 - Enlarged acoustical enclosure around gas turbine and accessory compartments
 - Load gear compartment acoustical enclosure
 - On-base enclosure for gas fuel module
- Compartment ventilation and heating
 - Dual vent fans and heating system for turbine and accessory compartments
 - Dual vent fans and heating system for load gear compartment
 - Dual vent fans and heating system for gas fuel compartment
- Hazardous area classification (NEC Class1, Group D, Division 2)
 - Turbine compartment
 - Gas fuel compartment
- Gas detection system
 - Turbine compartment
 - Gas fuel compartment
- Fire detection and protection system with:
 - Thermic detectors

The Gas Turbine Generator Control Equipment:

Located into an air conditioned Turbine Control Compartment (TCC) designed for outdoor installation and consisting of:

- SPEEDTRONIC Mark VI turbine control panel
- ETHERNET interface to the plant DCS via <HMI>, GSM-TCP/IP protocol (local)
- Generator control, excitation, regulation and protection panel with:
- Unit AC/DC Motor Control Center, withdrawable type
- Unit AC/DC sub-distribution panel, non- withdrawable
 - Gas detection rack

Off-Base Unit Mechanical Auxiliaries Including:

The Inlet Air System, For Each Unit, with:

- Up & forward orientation



- Self cleaning type air filter
- Bleed heating system
- Bleed heating interconnecting piping
- Ducting and inlet silencer
- Supporting steel structure

The Gas Fuel Off-Base System Including For Each Unit:

- One (1) safety shut off valve + one (1) vent valve

Fire Protection For Gas Turbine Unit Including For Each Unit:

- One (1) H.P. CO2 bottles rack.
 - Under shelter
- Unit fire detection and protection panel

Washing Skid(s) Including:

Note: For several units project, the washing skid may be common to several gas turbine units.

- Compressor Off-Line washing skid with:
 - Water tank 6m³ - stainless steel
 - Pump skid with:
 - One (1 x 100%) AC motor driven water pump
 - One (1) detergent storage tank
 - One (1) Venturi ejector for detergent

Connection Between Generator Package And Medium Voltage Compartment By:

- Metal enclosed air insulated non segregated phase bus bars

One (1) Medium Voltage Compartment, Per Unit, Designed For Outdoor Installation, Consisting Of:

- Unit circuit breaker (52 G) withdrawable
- 400 kVA unit auxiliary power transformer
- VTs for synchronization and bus bar ground protection

Remote Control & Monitoring

- One (1) complete remote commercial grade operator interface <HMI>

Miscellaneous

- The following consumables:
 - First charge of lubricating oil
- Anchoring, base plates and positioning blocks
- Template for anchor bolts positioning (for several units project, we do supply one single template for each block of three gas turbine units)
- Painting products (for touch up on external surfaces of equipment, to be applied on site)
- Special tools for the gas turbine including:
 - Special tools list A
- No load gas turbine factory tests according to Manufacturer's standard



Services

- One (1) set of civil work guide drawings for the supplied equipment
- Quality plan including:
 - Operation and maintenance manuals, according GE Energy Products - Europe standard form, in English language on the following support:
 - CD-ROM
- FAS delivery of the equipment to a Northern Sea European port of export (Antwerp, Rotterdam or Amsterdam) according to Incoterms 2000
- Technical Advisory service during installation of the supplied equipment
- Technical Advisory service during commissioning of the supplied equipment
- On site performance testing of the supplied equipment
- Mechanical training in factory (limited to 16 trainees) according to GE Energy Products Europe's program
- Electrical and regulation training in factory (limited to 8 trainees) according to GE Energy Products Europe's program
- Training on site according to GE Energy Products Europe's program

TERMINAL POINTS

Mechanical

- Air
 - Inlet face of the gas turbine air filter
 - Inlet face of the generator air filter
- Exhaust gas
- Gas fuel
 - Inlet flange on the gas turbine base
 - Vent connections
 - Inlet flange on the gas turbine base
- Cooling Water (Open Circuit)
 - Inlet and outlet connecting flanges 0.5 m outside of the GTG enclosures
- Washing Water (OFF Line)
 - Filling connection on washing water tank
 - Outlet flange of washing skid
 - Inlet flange on the gas turbine base
- Lube Oil
 - Inlet and outlet connection on lube oil tank for filling and emptying
- Compressed Air (Instrument / Service)
 - Inlet connection on the bleed heating control valve
- Drains
 - Various outlet connections on the Gas Turbine Generator and auxiliary bases
 - Inlet flanges of the sump pump



- Ventilation
 - Inlet and outlet openings on the acoustical enclosures

Electrical

- Low Voltage (460 VAC)
 - Incoming circuit breaker terminals on GT MCC
 - Terminals on GTG unit(s) package(s) and various skid(s)
 - Terminals of the washing skid cubicle
- Medium Voltage
 - Outgoing terminals of the medium voltage compartment
- Control and instrumentation
 - Terminals at the GTG unit(s) package(s) and various skid(s)
 - Terminals at control panels
- Earthing
 - Terminal points on GTG base frame and various auxiliaries

SUPPLY BY OTHERS

Mechanical

- Exhaust system
 - By-pass damper
 - Exhaust emission measurement instrumentation
- Gas fuel system
 - Gas fuel flow meter for performance tests (this flow meter shall be in accordance with ISO 5167)
 - Final gas filter and / or separator
 - Gas fuel treatment station including: primary filter and / or separator, pressure boosters, pressure reducing valve, heater, tariff metering, condensate tank, vent stack, flare (if any)
 - Gas fuel density or calorific value measurements
- Off-base cooling loop
- Fire fighting system
 - Site fire protection and detection system
- Piping
 - Gas fuel piping
 - Liquid fuel piping
 - Cooling water piping
 - CO₂ piping
 - Washing water piping
 - Draining system piping
 - Piping beyond terminal points
- Compressed air system (service and control) (if any)



- Water treatment plant (if any)
- Washing water (if any) and oily water drain system including water recovery pit, piping from connecting flange near the GT base, water treatment before discharge in sewage system (if any)
- Any crane and / or lifting facilities
- Machine shop equipment (if any)
- Laboratory equipment (if any)
- Turbine hall ventilation (if any)
- Various vents to be piped outside the turbine hall (if any)

Electrical

- All control, power and instrumentation cables with raceways and accessories between the supplied equipment
- All MV and HV cables
- Any MV and / or LV site switchboard
- Emergency diesel generating set and black start equipment
- Grounding grid and connections to the grounding cable
- Lightning protection
- Site lighting, fencing
- Cathodic protection

Miscellaneous & Services

- Any generator type test
- All consumable, chemicals during erection, commissioning, testing and running of the unit(s)
 - Including first charge of:
 - Detergent for compressor off-line washing
- Soil investigation, analysis and factual report
- Any civil work, concrete structure, road, including design studies (except guide drawings for the supplied equipment)
- Grouting compound for GT unit(s)
- Transportation from Northern Sea European port of export (Antwerp, Rotterdam or Amsterdam) to site
- Complete erection of the supplied equipment
- Complete commissioning of the supplied equipment
- Any tax, import duty or import license in the final Country
- All environmental permits and / or approvals such as (but not limited to) air, waste, fluids, coastal zone, noise, hydrology study
- All governmental permits and / or approvals such as (but not limited to) construction permit, environmental impact statements, licenses, exemptions
- Any other equipment or service not clearly indicated in our Scope of supply

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Term Sheet for Equipment Sales

A final equipment sale contract between Seller and Buyer for the Project would have to incorporate a set of commercial terms and conditions to the mutual satisfaction of Seller and Buyer. Seller's proposals for equipment sales to extended scope project contractors are based upon the contract principles summarized below:

1. Final notice to proceed must follow satisfaction of certain conditions precedent, including but not limited to: (i) that all necessary permits and approvals to be obtained by the Buyer have been obtained; (ii) that payment has been made or committed to Seller for any resulting work and commitments, regardless of the Buyer's banking agreements or the status of any financing arrangements; (iii) the contract has been executed. If the notice to proceed is delayed for any reason, Seller shall be entitled to reasonable Adjustments (as defined). Interim notices to proceed may be issued subject to mutual agreement regarding payment for work performed during such interim period.
2. Decisions and determinations of compliance under the contract shall be based upon objective compliance with contract specifications rather than subjective standards. Consents, approvals, waivers, cancellations, changes, acceptances, and other actions shall be fairly made or taken and not unreasonably withheld or delayed, so that the parties will not be unfairly hindered in efficiently completing their obligations under the prime contract.
3. Buyer shall have the right to witness tests and inspections at Seller's factory. These tests and inspections shall be held on the date scheduled by Seller and shall be conducted by Seller's personnel.
4. Seller shall be entitled to appropriate Adjustments for any changes requested by Buyer from contract specifications, including changes resulting from changes in laws impacting the project after the date of Seller's proposal and changes needed to accommodate the work being performed by any of the Buyer's other contractors. Seller shall not be required to comply with any requested change order until Buyer and Seller have reached written agreement on appropriate Adjustments.
5. For equipment manufactured or shipped from the United States by Seller, title shall be transferred to Buyer when such equipment is available for shipment from the factory of manufacture directly to Buyer or to temporary storage. Title to equipment procured by Seller outside the US which shall be shipped directly to Buyer shall pass to Buyer after clearing customs at the port of export in the country of manufacture. Title to other work in progress and construction support services and all other services shall pass to Buyer as such work or services are performed.
6. Responsibility for obtaining licenses and permits shall be allocated by mutual agreement between Buyer and Seller.
7. Force Majeure shall be defined to include events beyond Seller's reasonable control including but not limited to acts of God, civil unrest, war, earthquake, acts of governments, acts of other Sellers, unavailability of required materials and services, strikes and other labor disturbances, archaeological finds and unusual surface or subsurface conditions. Seller shall be entitled to reasonable Adjustments in the event of a Force Majeure.
8. The contract shall include a mutually agreed payment schedule to apply in the event the Buyer elects to terminate any part of the contract for convenience. Seller shall be entitled to reasonable Adjustments in the event Buyer suspends work at the Site. Seller shall be entitled to continue the manufacture of equipment and receive contract payments during a site suspension and shall store the equipment at Buyer's expense upon completion of manufacture.



9. Buyer shall be entitled to terminate the contract in the event Seller fails to commence reasonable cure within 30 days after notice from Buyer specifying the material default. Seller's liability for material default shall be limited to the additional amount Buyer must pay a third party to complete the work over what Buyer agreed to pay Seller.
10. Performance tests of guaranteed values will be based only upon the entire plant, i.e. station instrumentation testing. Performance and reliability test procedures and criteria, dead bands, tolerances and test duration must be established in conformity with general industry practices and set forth in the contract. The Buyer shall provide operating personnel and all required water, fuel and consumables during the start-up, commissioning, testing and commercial operation. Seller shall have the right to elect to pay liquidated damages or undertake corrective action for any performance test failures and an opportunity for a performance retest within one year of the first test.
11. Assessment of performance related liquidated damages shall be based on the price of the nonperforming unit, provided that bonuses for exceeding guaranteed values on units shall be used to offset failure to achieve guaranteed values on other units. Liquidated damages for delay shall be assessed on the basis of the greater of the value of the delayed equipment or the value of the delayed unit in which the equipment will be used. Liquidated damages shall be reasonable in amount and shall be Buyer's sole and exclusive remedy for delay or performance failure.
12. The warranty period shall commence upon initial synchronization for a duration of one year but in no event expiring later than two years after unit shipment. Seller's work shall be warranted to conform to the contract specifications, to be free from defects in materials, workmanship and title, to be designed and fit for the purpose of generating electric power in accordance with operating instructions and to be free from any infringement of US. patents or trademarks.
13. In the event of any warranty deficiencies, Seller shall, at its option, repair or replace the defective work and re-perform any associated services associated therewith. The repaired or replaced component shall be warranted for one year, but in no event shall any warranty obligations extend beyond three years after unit shipment. Seller shall not be responsible for normal wear and tear and deficiencies caused by improper operation or maintenance. The warranties and the warranty remedies set forth in the contract shall be Buyer's sole and exclusive remedy for defects occurring during the warranty period.
14. Indemnification obligations shall only apply to claims by third parties for damage to property or personal injury and shall be limited to the extent of each party's degree of negligence or fault.
15. Seller's and its subcontractors' aggregate liability under the contract for direct damages, indemnification, liquidated damages, guarantees, warranties and/or otherwise shall be limited to claims which arose prior to the expiration of the warranty period and shall not exceed an agreed to percentage of the contract price for performing the work, and must specifically exclude consequential, special, indirect, exemplary and incidental damages.
16. The contract shall be subject to mutually agreed international arbitration conducted in accordance with internationally recognized neutral procedural rules by a neutral arbitration panel appointed by an internationally recognized neutral authority.
17. The contract shall provide for payment security satisfactory to Seller established at Buyer's expense. Late payments shall bear interest at a mutually agreed upon rate.
18. Upon Buyer's request, the Contract shall provide Buyer with mutually agreed performance and advance payment security bonds, provided that Seller's price shall be increased by the cost of providing such bonds. Buyer shall have the right to draw such bonds thirty (30) days after notifying Seller in writing of Seller's default and Buyer's decision to draw such bonds.

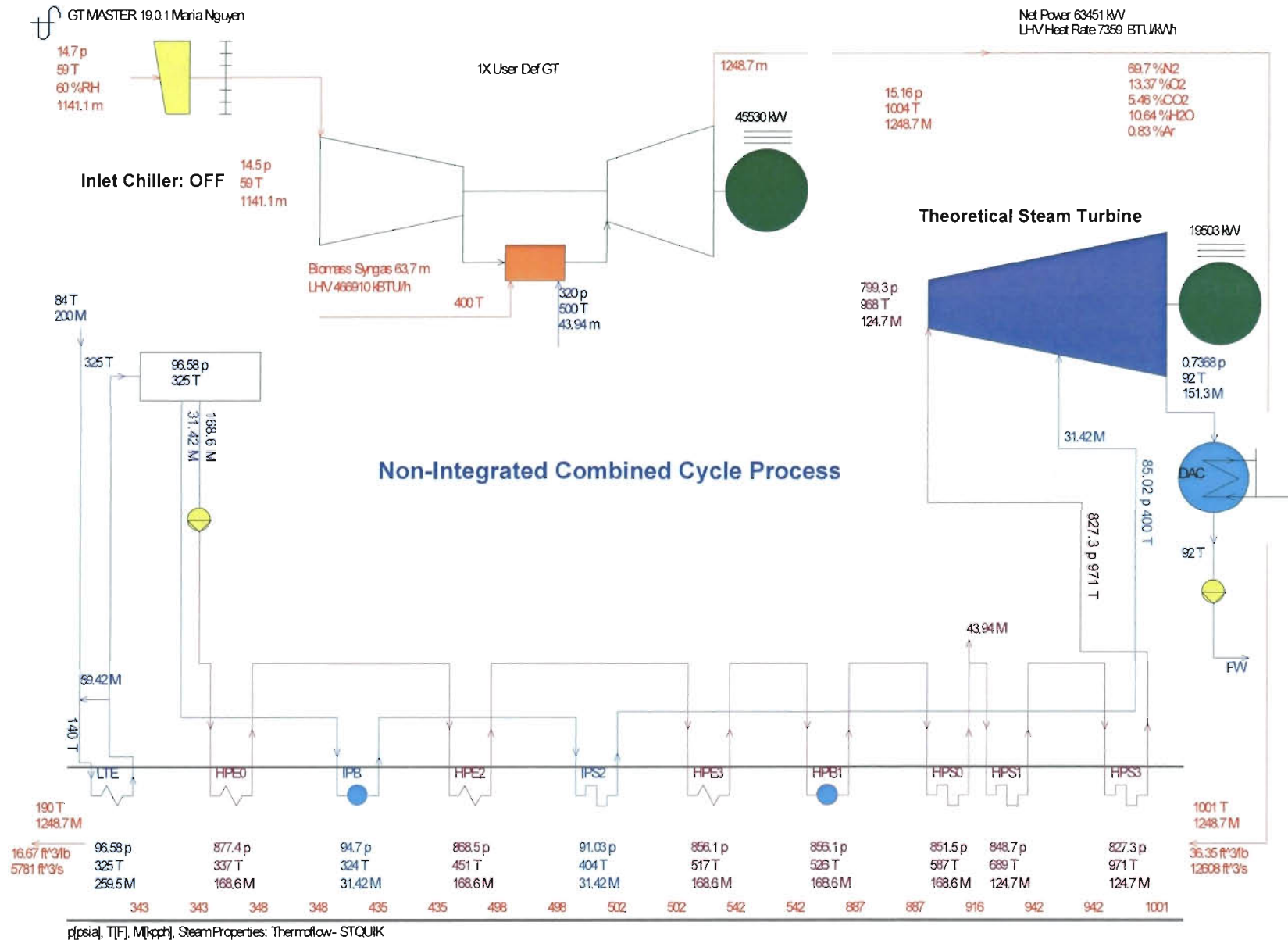


19. Seller shall be responsible for corporate and personal taxes measured on net income or profit. Buyer shall be responsible for all other taxes including ad valorem, consumption, excise, franchise, gross receipts, import, license, property, sales, stamp, storage, transfer, turnover, use or value added taxes, etc.
20. Seller shall have the right to assign or novate performance of work to be performed outside of the United States and its training obligations to a wholly owned affiliate. Buyer shall accept performance from such affiliates and shall make payment directly to the affiliate. The contract shall provide for separate payment streams for imported and in-country work.
21. The contract shall provide for mutually agreed obligations to obtain appropriate insurance. Transfer of risk of loss shall be coordinated with the allocation of insurance obligations.
22. Seller's proposal, price, guarantees and scope of supply do not take into consideration agreements between the Buyer and third parties which Seller has not reviewed and incorporated into its proposal. Additionally, prior to the execution of the contract, any exhibits thereto must be reduced to such provisions as are specifically applicable to Seller's contract, and can be accepted after the review and approval by Seller and after appropriate Adjustments are made.
23. Contract provisions that apply generally must be equally applicable to both parties. Terms shall be drafted to eliminate ambiguities and otherwise conform to the foregoing requirements and to the technical and other comments contained in Seller's proposal and subsequently mutually agreed by the parties. Other less important provisions will need to be revised or developed during the final contract negotiations. All applicable rights and obligations of either party must be specifically set forth in the contract.
24. The terms "Adjustments" as used in this Appendix shall mean, as the context may require, appropriate equitable adjustments in price, project schedule, project warranties, performance guarantees and project scope of supply

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Biomass Energy Holdings, LLC 1x6B IGCC – 59°F, 14.7 psia, 60% RH, Biomass Syngas, Base Load Operation

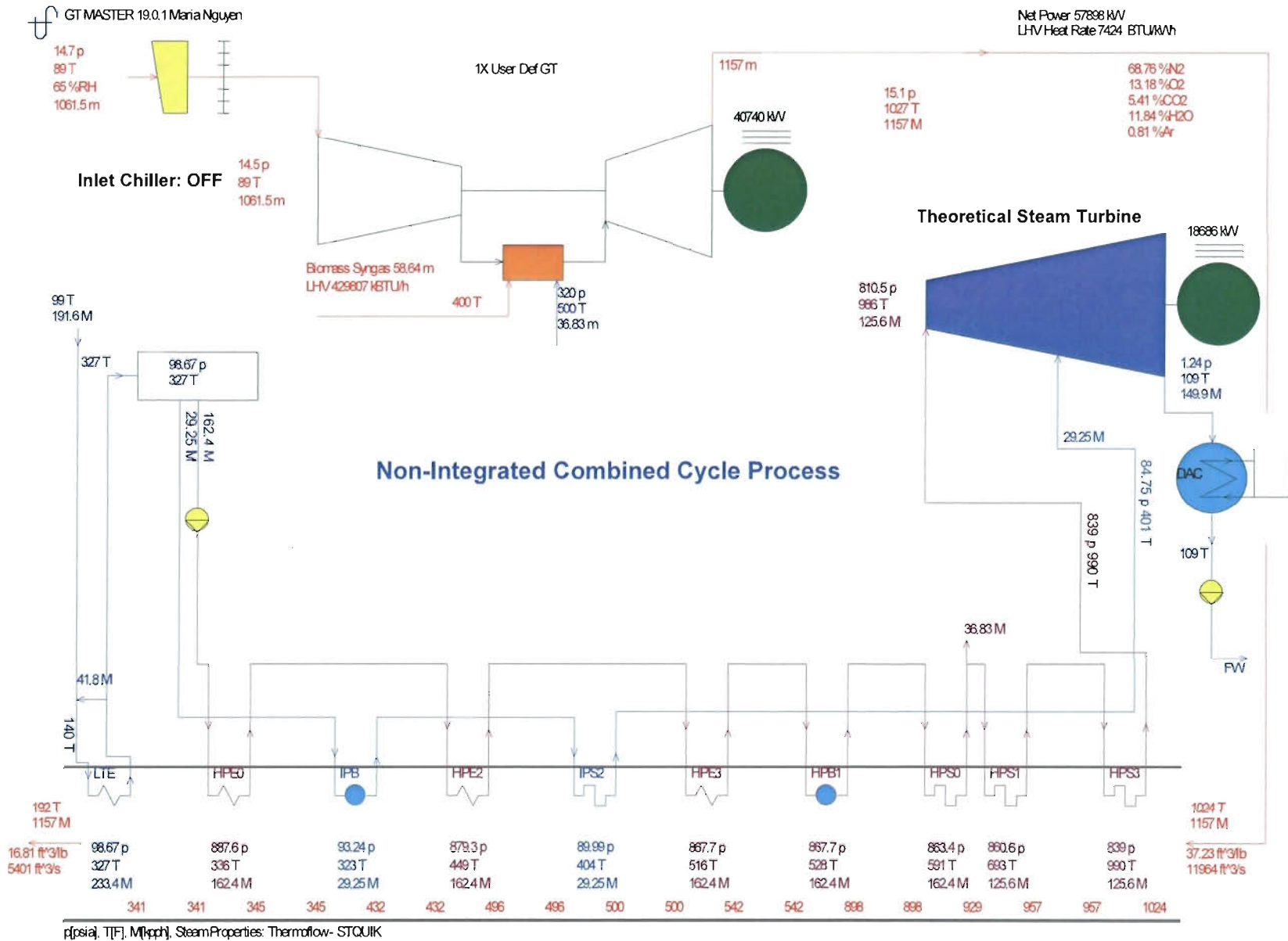
ESTIMATED PERFORMANCE – PRELIMINARY INFORMATION FOR STUDY PURPOSES ONLY



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Biomass Energy Holdings, LLC 1x6B IGCC – 89°F, 14.7 psia, 64.7% RH, Biomass Syngas, Base Load Operation

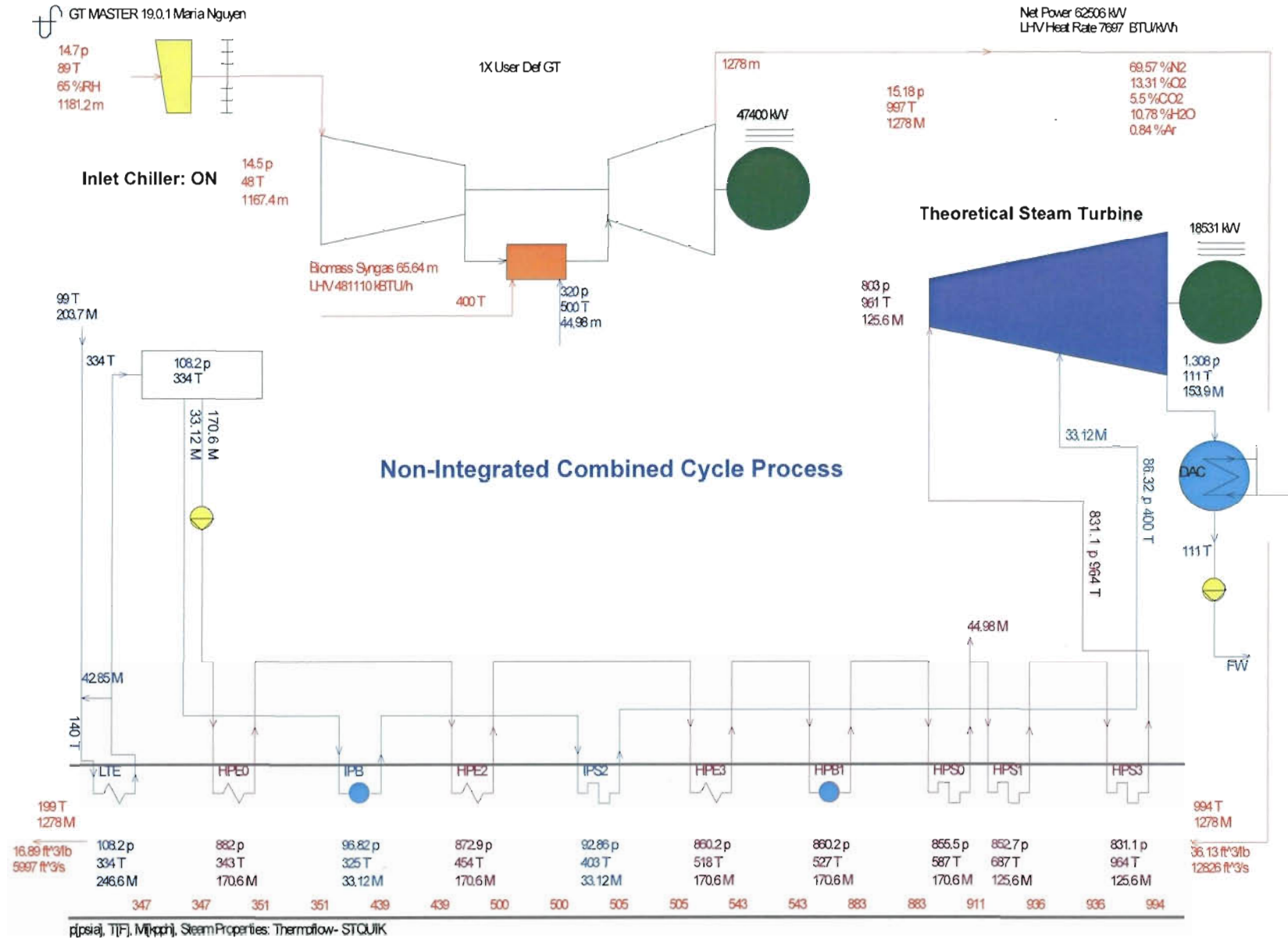
ESTIMATED PERFORMANCE – PRELIMINARY INFORMATION FOR STUDY PURPOSES ONLY



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Biomass Energy Holdings, LLC 1x6B IGCC – 89°F, 14.7 psia, 64.7% RH, Biomass Syngas, Base Load Operation

ESTIMATED PERFORMANCE – PRELIMINARY INFORMATION FOR STUDY PURPOSES ONLY



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ATTACHMENT 3
REVISED FDEP APPLICATION FORMS



Department of Environmental Protection

Division of Air Resource Management

APPLICATION FOR AIR PERMIT - LONG FORM

I. APPLICATION INFORMATION

Air Construction Permit – Use this form to apply for an air construction permit:

- For any required purpose at a facility operating under a federally enforceable state air operation permit (FESOP) or Title V air operation permit;
- For a proposed project subject to prevention of significant deterioration (PSD) review, nonattainment new source review, or maximum achievable control technology (MACT);
- To assume a restriction on the potential emissions of one or more pollutants to escape a requirement such as PSD review, nonattainment new source review, MACT, or Title V; or
- To establish, revise, or renew a plantwide applicability limit (PAL).

Air Operation Permit – Use this form to apply for:

- An initial federally enforceable state air operation permit (FESOP); or
- An initial, revised, or renewal Title V air operation permit.

To ensure accuracy, please see form instructions.

Identification of Facility

1. Facility Owner/Company Name: Northwest Florida Renewable Energy Center, LLC	
2. Site Name: Northwest Florida Renewable Energy Center (NWFREC)	
3. Facility Identification Number: TBD	
4. Facility Location...: 521 Premier Drive Street Address or Other Locator: P.O. Box 129 City: Port St. Joe County: Gulf Zip Code: 32457	
5. Relocatable Facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	6. Existing Title V Permitted Facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Application Contact

1. Application Contact Name: Glenn Farris	
2. Application Contact Mailing Address... Organization/Firm: Northwest Florida Renewable Energy Center, LLC Street Address: P.O. Box 922668 City: Norcross State: GA Zip Code: 30092	
3. Application Contact Telephone Numbers... Telephone: (770) 662-0256 ext. Fax:	
4. Application Contact Email Address: glenn@biggreenenergy.com	


Application Processing Information (DEP Use)

1. Date of Receipt of Application:	3. PSD Number (if applicable):
2. Project Number(s):	4. Siting Number (if applicable):

APPLICATION INFORMATION

Owner/Authorized Representative Statement

Complete if applying for an air construction permit or an initial FESOP.

1. Owner/Authorized Representative Name : Glenn Farris, VP Business Development
2. Owner/Authorized Representative Mailing Address... Organization/Firm: Northwest Florida Renewable Energy Center, LLC Street Address: 1831 Trowbridge Cove City: Dunwoody State: GA Zip Code: 30338
3. Owner/Authorized Representative Telephone Numbers... Telephone: 770-662-0256 ext. Fax:
4. Owner/Authorized Representative Email Address: glenn@biggreenenergy.com
5. Owner/Authorized Representative Statement: <i>I, the undersigned, am the owner or authorized representative of the corporation, partnership, or other legal entity submitting this air permit application. To the best of my knowledge, the statements made in this application are true, accurate and complete, and any estimates of emissions reported in this application are based upon reasonable techniques for calculating emissions. I understand that a permit, if granted by the department, cannot be transferred without authorization from the department.</i>  _____ Signature 3.29.11 _____ Date



Certificate of Representation

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_x Annual, SO₂, and NO_x Ozone Season Trading Programs or 40 CFR 97.113, 97.213, or 97.313.

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 NWFREC, LLC		State FL	Plant Code TBD
County Name Gulf			
Latitude		Longitude	

STEP 2
Enter requested information for the designated representative.

Name Glenn Farris		Title VP Business Development	
Company Name Northwest Florida Renewable Energy Center, LLC			
Address 1831 Trowbridge Cove, Dunwoody, GA 30338			
Phone Number (770) 662-0256		Fax Number	
E-mail address glenn@biggreenenergy.com			

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_x 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_x Annual CAIR SO₂ CAIR NO_x Ozone Season

		Generator ID Number (Maximum 8 characters)	Acid Rain Nameplate Capacity (MWe)	CAIR Nameplate Capacity (MWe)
Unit ID# 001A	Unit Type CT	Source Category Industrial Turbine	16	16
		Generator ID Number Solar Model T-130		
NAICS Code 22-Utilities				
Date unit began (or will begin) serving any generator producing electricity for sale (including test generation) (mm/dd/yyyy):		Check One: Actual <input type="checkbox"/>		
		Projected <input type="checkbox"/>		
Company Name: NWFREC, LLC			<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_x 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_x Annual CAIR SO₂ CAIR NO_x Ozone Season

Unit ID#	Unit Type	Source Category	Generator ID Number (Maximum 8 characters)	Acid Rain Nameplate Capacity (MWe)	CAIR Nameplate Capacity (MWe)
			001B	CT	Industrial Turbine
		NAICS Code 22-Utilities			
Date unit began (or will begin) serving any generator producing electricity for sale (including test generation) (mm/dd/yyyy):			Check One: Actual <input type="checkbox"/> Projected <input type="checkbox"/>		
Company Name: NWFREC, LLC				<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_x 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_x Annual CAIR SO₂ CAIR NO_x Ozone Season

Unit ID#	Unit Type	Source Category	Generator ID Number (Maximum 8 characters)	Acid Rain Nameplate Capacity (MWe)	CAIR Nameplate Capacity (MWe)
001C	CT	Industrial Turbine	Solar Model T-130	16	16
		22-Utilities			
Date unit began (or will begin) serving any generator producing electricity for sale (including test generation) (mm/dd/yyyy):			Check One: Actual <input type="checkbox"/> Projected <input type="checkbox"/>		
Company Name: NWFREC, LLC			<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_x 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_x Annual CAIR SO₂ CAIR NO_x Ozone Season

Unit ID#	Unit Type	Source Category	Generator ID Number (Maximum 8 characters)	Acid Rain Nameplate Capacity (MWe)	CAIR Nameplate Capacity (MWe)
		NAICS Code 22-Utilities			
Date unit began (or will begin) serving any generator producing electricity for sale (including test generation) (mm/dd/yyyy):			Check One: Actual <input type="checkbox"/> Projected <input type="checkbox"/>		
Company Name: NWFREC, LLC				<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	

*This model of CT, if selected, would be equivalent to, and in lieu of, the 3 Solar Model T130 CTs.

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

STEP 5: Read the appropriate certification statements, 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 "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_x 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_x source and each CAIR NO_x unit at the source (i.e., the source and each unit subject to the CAIR NO_x Annual Trading Program, as indicated in "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_x Annual Trading Program on behalf of the owners and operators of the CAIR NO_x source and each CAIR NO_x 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_x source and each CAIR NO_x 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_x unit, or where a utility or industrial customer purchases power from a CAIR NO_x 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_x source and each CAIR NO_x unit at the source; and

CAIR NO_x allowances and proceeds of transactions involving CAIR NO_x 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_x allowances by contract, CAIR NO_x allowances and proceeds of transactions involving CAIR NO_x 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) SO₂ 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 SO₂ source and each CAIR SO₂ unit at the source (i.e., the source and each unit subject to the SO₂ Trading Program, as indicated in "Applicable Program(s)" in Step 4).

I certify that I have all necessary authority to carry out my duties and responsibilities under the CAIR SO₂ Trading Program, on behalf of the owners and operators of the CAIR SO₂ source and each CAIR SO₂ 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 SO₂ source and each CAIR SO₂ 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 SO₂ unit, or where a utility or industrial customer purchases power from a CAIR SO₂ 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 SO₂ source and each CAIR SO₂ unit at the source; and

CAIR SO₂ allowances and proceeds of transactions involving CAIR SO₂ 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 SO₂ allowances by contract, CAIR SO₂ allowances and proceeds of transactions involving CAIR SO₂ allowances will be deemed to be held or distributed in accordance with the contract.

Clean Air Interstate Rule (CAIR) NO_x 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_x Ozone Season source and each CAIR NO_x Ozone Season unit at the source (i.e., the source and each unit subject to the CAIR NO_x Ozone Season Trading Program, as indicated in "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_x Ozone Season Trading Program on behalf of the owners and operators of the CAIR NO_x Ozone Season source and each CAIR NO_x Ozone
EPA Form 7610-1 (Revised 12-2009)

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_x Ozone Season source and each CAIR NO_x 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_x Ozone Season unit, or where a utility or industrial customer purchases power from a CAIR NO_x Ozone Season unit under a life-of-the-unit, firm power contractual arrangement, I certify that:

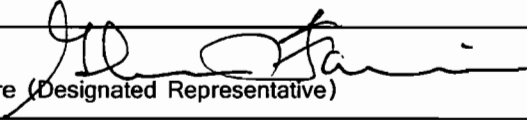
I have given a written notice of my selection as the CAIR designated representative or alternate CAIR designated representative (as applicable) and of the agreement by which I was selected to each owner and operator of the CAIR NO_x Ozone Season source and each CAIR NO_x Ozone Season unit; and

CAIR NO_x Ozone Season allowances and proceeds of transactions involving CAIR NO_x 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_x Ozone Season allowances by contract, CAIR NO_x Ozone Season allowances and proceeds of transactions involving CAIR NO_x 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)	Date 3.29.11
Signature (Alternate Designated Representative)	Date

Plant Name (from STEP 1)

NWFREC, LLC

STEP 3

Read the standard requirements.

CAIR NO_x ANNUAL TRADING PROGRAM

CAIR Part Requirements.

- (1) The CAIR designated representative of each CAIR NO_x source and each CAIR NO_x 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_x source and each CAIR NO_x 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_x source and each CAIR NO_x 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_x source with the following CAIR NO_x Emissions Requirements.

NO_x Emission Requirements.

- (1) As of the allowance transfer deadline for a control period, the owners and operators of each CAIR NO_x source and each CAIR NO_x unit at the source shall hold, in the source's compliance account, CAIR NO_x 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_x emissions for the control period from all CAIR NO_x units at the source, as determined in accordance with 40 CFR Part 96, Subpart HH.
- (2) A CAIR NO_x unit shall be subject to the requirements under paragraph (1) of the NO_x 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_x allowance shall not be deducted, for compliance with the requirements under paragraph (1) of the NO_x Requirements, for a control period in a calendar year before the year for which the CAIR NO_x allowance was allocated.
- (4) CAIR NO_x allowances shall be held in, deducted from, or transferred into or among CAIR NO_x Allowance Tracking System accounts in accordance with 40 CFR Part 96, Subparts FF and GG.
- (5) A CAIR NO_x allowance is a limited authorization to emit one ton of NO_x in accordance with the CAIR NO_x Annual Trading Program. No provision of the CAIR NO_x 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_x 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_x allowance to or from a CAIR NO_x unit's compliance account is incorporated automatically in any CAIR Part of the source that includes the CAIR NO_x unit.

Excess Emissions Requirements.

If a CAIR NO_x source emits NO_x during any control period in excess of the CAIR NO_x emissions limitation, then:

- (1) The owners and operators of the source and each CAIR NO_x unit at the source shall surrender the CAIR NO_x 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_x source and each CAIR NO_x 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_x 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_x Annual Trading Program.
 - (iv) Copies of all documents used to complete a CAIR Part form and any other submission under the CAIR NO_x Annual Trading Program or to demonstrate compliance with the requirements of the CAIR NO_x Annual Trading Program.
- (2) The CAIR designated representative of a CAIR NO_x source and each CAIR NO_x unit at the source shall submit the reports required under the CAIR NO_x Annual Trading Program, including those under 40 CFR Part 96, Subpart HH.

Plant Name (from STEP 1)

NWFREC, LLC

**STEP 3,
Continued**

Liability.

- (1) Each CAIR NO_x source and each CAIR NO_x unit shall meet the requirements of the CAIR NO_x Annual Trading Program.
- (2) Any provision of the CAIR NO_x Annual Trading Program that applies to a CAIR NO_x source or the CAIR designated representative of a CAIR NO_x source shall also apply to the owners and operators of such source and of the CAIR NO_x units at the source.
- (3) Any provision of the CAIR NO_x Annual Trading Program that applies to a CAIR NO_x unit or the CAIR designated representative of a CAIR NO_x unit shall also apply to the owners and operators of such unit.

Effect on Other Authorities.

No provision of the CAIR NO_x 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_x source or CAIR NO_x unit from compliance with any other provision of the applicable, approved State Implementation Plan, a federally enforceable permit, or the Clean Air Act.

CAIR SO₂ TRADING PROGRAM

CAIR Part Requirements.

- (1) The CAIR designated representative of each CAIR SO₂ source and each CAIR SO₂ 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 SO₂ source and each CAIR SO₂ 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 SO₂ source and each SO₂ 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 SO₂ source with the following CAIR SO₂ Emission Requirements.

SO₂ Emission Requirements.

- (1) As of the allowance transfer deadline for a control period, the owners and operators of each CAIR SO₂ source and each CAIR SO₂ unit at the source shall hold, in the source's compliance account, a tonnage equivalent in CAIR SO₂ 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 SO₂ units at the source, as determined in accordance with 40 CFR Part 96, Subpart HHH.
- (2) A CAIR SO₂ 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 SO₂ allowance shall not be deducted, for compliance with the requirements under paragraph (1) of the SO₂ Emission Requirements, for a control period in a calendar year before the year for which the CAIR SO₂ allowance was allocated.
- (4) CAIR SO₂ allowances shall be held in, deducted from, or transferred into or among CAIR SO₂ Allowance Tracking System accounts in accordance with 40 CFR Part 96, Subparts FFF and GGG.
- (5) A CAIR SO₂ allowance is a limited authorization to emit sulfur dioxide in accordance with the CAIR SO₂ Trading Program. No provision of the CAIR SO₂ 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 SO₂ 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 SO₂ allowance to or from a CAIR SO₂ unit's compliance account is incorporated automatically in any CAIR Part of the source that includes the CAIR SO₂ unit.

Excess Emissions Requirements.

If a CAIR SO₂ source emits SO₂ during any control period in excess of the CAIR SO₂ emissions limitation, then:

- (1) The owners and operators of the source and each CAIR SO₂ unit at the source shall surrender the CAIR SO₂ 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, LLC**

**STEP 3,
Continued**

Recordkeeping and Reporting Requirements.

(1) Unless otherwise provided, the owners and operators of the CAIR SO₂ source and each CAIR SO₂ 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 SO₂ 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 SO₂ Trading Program.

(iv) Copies of all documents used to complete a CAIR Part form and any other submission under the CAIR SO₂ Trading Program or to demonstrate compliance with the requirements of the CAIR SO₂ Trading Program.

(2) The CAIR designated representative of a CAIR SO₂ source and each CAIR SO₂ unit at the source shall submit the reports required under the CAIR SO₂ Trading Program, including those under 40 CFR Part 96, Subpart HHH.

Liability.

(1) Each CAIR SO₂ source and each CAIR SO₂ unit shall meet the requirements of the CAIR SO₂ Trading Program.

(2) Any provision of the CAIR SO₂ Trading Program that applies to a CAIR SO₂ source or the CAIR designated representative of a CAIR SO₂ source shall also apply to the owners and operators of such source and of the CAIR SO₂ units at the source.

(3) Any provision of the CAIR SO₂ Trading Program that applies to a CAIR SO₂ unit or the CAIR designated representative of a CAIR SO₂ unit shall also apply to the owners and operators of such unit.

Effect on Other Authorities.

No provision of the CAIR SO₂ 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 SO₂ source or CAIR SO₂ 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_x OZONE SEASON TRADING PROGRAM

CAIR Part Requirements.

(1) The CAIR designated representative of each CAIR NO_x Ozone Season source and each CAIR NO_x 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_x Ozone Season source required to have a Title V operating permit or air construction permit, and each CAIR NO_x 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_x Ozone Season source and each CAIR NO_x 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_x Ozone Season source with the following CAIR NO_x Ozone Season Emissions Requirements.

NO_x Ozone Season Emission Requirements.

(1) As of the allowance transfer deadline for a control period, the owners and operators of each CAIR NO_x Ozone Season source and each CAIR NO_x Ozone Season unit at the source shall hold, in the source's compliance account, CAIR NO_x 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_x emissions for the control period from all CAIR NO_x Ozone Season units at the source, as determined in accordance with 40 CFR Part 96, Subpart HHHH.

(2) A CAIR NO_x Ozone Season unit shall be subject to the requirements under paragraph (1) of the NO_x 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_x Ozone Season allowance shall not be deducted, for compliance with the requirements under paragraph (1) of the NO_x Ozone Season Emission Requirements, for a control period in a calendar year before the year for which the CAIR NO_x Ozone Season allowance was allocated.

(4) CAIR NO_x Ozone Season allowances shall be held in, deducted from, or transferred into or among CAIR NO_x Ozone Season Allowance Tracking System accounts in accordance with 40 CFR Part 96, Subparts FFFF and GGGG.

(5) A CAIR NO_x Ozone Season allowance is a limited authorization to emit one ton of NO_x in accordance with the CAIR NO_x Ozone Season Trading Program. No provision of the CAIR NO_x 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_x 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_x Ozone Season allowance to or from a CAIR NO_x Ozone Season unit's compliance account is incorporated automatically in any CAIR Part of the source that includes the CAIR NO_x Ozone Season unit.

Plant Name (from STEP 1)	NWFREC, LLC
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**STEP 3,
Continued**

Excess Emissions Requirements.

If a CAIR NO_x Ozone Season source emits NO_x during any control period in excess of the CAIR NO_x Ozone Season emissions limitation, then:
 (1) The owners and operators of the source and each CAIR NO_x Ozone Season unit at the source shall surrender the CAIR NO_x 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_x Ozone Season source and each CAIR NO_x 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_x 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_x Ozone Season Trading Program.
 - (iv) Copies of all documents used to complete a CAIR Part form and any other submission under the CAIR NO_x Ozone Season Trading Program or to demonstrate compliance with the requirements of the CAIR NO_x Ozone Season Trading Program.
- (2) The CAIR designated representative of a CAIR NO_x Ozone Season source and each CAIR NO_x Ozone Season unit at the source shall submit the reports required under the CAIR NO_x Ozone Season Trading Program, including those under 40 CFR Part 96, Subpart HHHH.

Liability.

- (1) Each CAIR NO_x Ozone Season source and each CAIR NO_x Ozone Season unit shall meet the requirements of the CAIR NO_x Ozone Season Trading Program.
 (2) Any provision of the CAIR NO_x Ozone Season Trading Program that applies to a CAIR NO_x Ozone Season source or the CAIR designated representative of a CAIR NO_x Ozone Season source shall also apply to the owners and operators of such source and of the CAIR NO_x Ozone Season units at the source.
 (3) Any provision of the CAIR NO_x Ozone Season Trading Program that applies to a CAIR NO_x Ozone Season unit or the CAIR designated representative of a CAIR NO_x Ozone Season unit shall also apply to the owners and operators of such unit.

Effect on Other Authorities.

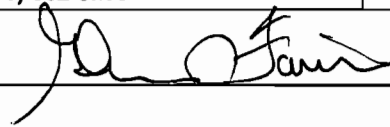
No provision of the CAIR NO_x Ozone Season Trading Program, a CAIR Part, or an exemption under 40 CFR 96.305 shall be construed as exempting or excluding the owners and operators, and the CAIR designated representative, of a CAIR NO_x Ozone Season source or CAIR NO_x Ozone Season unit from compliance 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 Glenn Farris	Title VP Business Development
Company Owner Name NWFREC, LLC	
Phone (770) 662-0256	E-mail Address glenn@biggreenenergy.com
Signature 	Date 3.29.11

NWFREC, LLC

Plant Name (from STEP 1)

STEP 3

Read the standard requirements.

Acid Rain Part Requirements.

- (1) The designated representative of each Acid Rain source and each Acid Rain unit at the source shall:
 - (i) Submit a complete Acid Rain Part application (including a compliance plan) under 40 CFR Part 72 and Rules 62-214.320 and 330, F.A.C., in accordance with the deadlines specified in Rule 62-214.320, F.A.C.; and
 - (ii) Submit in a timely manner any supplemental information that the DEP determines is necessary in order to review an Acid Rain Part application and issue or deny an Acid Rain Part;
- (2) The owners and operators of each Acid Rain source and each Acid Rain unit at the source shall:
 - (i) Operate the unit in compliance with a complete Acid Rain Part application or a superseding Acid Rain Part issued by the DEP; and
 - (ii) Have an Acid Rain Part.

Monitoring Requirements.

- (1) The owners and operators and, to the extent applicable, designated representative of each Acid Rain source and each Acid Rain unit at the source shall comply with the monitoring requirements as provided in 40 CFR Part 75, and Rule 62-214.420, F.A.C.
- (2) The emissions measurements recorded and reported in accordance with 40 CFR Part 75 shall be used to determine compliance by the unit with the Acid Rain emissions limitations and emissions reduction requirements for sulfur dioxide and nitrogen oxides under the Acid Rain Program.
- (3) The requirements of 40 CFR Part 75 shall not affect the responsibility of the owners and operators to monitor emissions of other pollutants or other emissions characteristics at the unit under other applicable requirements of the Act and other provisions of the operating permit for the source.
- (4) For applications including a SO₂ Opt-in unit, a monitoring plan for each SO₂ Opt-in unit must be submitted with this application pursuant to 40 CFR 74.14(a). For renewal applications for SO₂ Opt-in units include an updated monitoring plan if applicable under 40 CFR 75.53(b).

Sulfur Dioxide Requirements.

- (1) The owners and operators of each source and each Acid Rain unit at the source shall:
 - (i) Hold allowances, as of the allowance transfer deadline, in the unit's compliance subaccount (after deductions under 40 CFR 73.34(c)), or in the compliance subaccount of another Acid Rain unit at the same source to the extent provided in 40 CFR 73.35(b)(3), not less than the total annual emissions of sulfur dioxide for the previous calendar year from the unit; and
 - (ii) Comply with the applicable Acid Rain emissions limitations for sulfur dioxide.
- (2) Each ton of sulfur dioxide emitted in excess of the Acid Rain emissions limitations for sulfur dioxide shall constitute a separate violation of the Act.
- (3) An Acid Rain unit shall be subject to the requirements under paragraph (1) of the sulfur dioxide requirements as follows:
 - (i) Starting January 1, 2000, an Acid Rain unit under 40 CFR 72.6(a)(2); or
 - (ii) Starting on the later of January 1, 2000, or the deadline for monitor certification under 40 CFR Part 75, an Acid Rain unit under 40 CFR 72.6(a)(3).
- (4) Allowances shall be held in, deducted from, or transferred among Allowance Tracking System accounts in accordance with the Acid Rain Program.
- (5) An allowance shall not be deducted in order to comply with the requirements under paragraph (1) of the sulfur dioxide requirements prior to the calendar year for which the allowance was allocated.
- (6) An allowance allocated by the Administrator under the Acid Rain Program is a limited authorization to emit sulfur dioxide in accordance with the Acid Rain Program. No provision of the Acid Rain Program, the Acid Rain Part application, the Acid Rain Part, or an exemption under 40 CFR 72.7 or 72.8 and no provision of law shall be construed to limit the authority of the United States to terminate or limit such authorization.
- (7) An allowance allocated by the Administrator under the Acid Rain Program does not constitute a property right.

Nitrogen Oxides Requirements. The owners and operators of the source and each Acid Rain unit at the source shall comply with the applicable Acid Rain emissions limitation for nitrogen oxides.

Excess Emissions Requirements.

- (1) The designated representative of an Acid Rain unit that has excess emissions in any calendar year shall submit a proposed offset plan, as required under 40 CFR Part 77.
- (2) The owners and operators of an Acid Rain unit that has excess emissions in any calendar year shall:
 - (i) Pay without demand the penalty required, and pay upon demand the interest on that penalty, as required by 40 CFR Part 77; and
 - (ii) Comply with the terms of an approved offset plan, as required by 40 CFR Part 77.

Recordkeeping and Reporting Requirements.

- (1) Unless otherwise provided, the owners and operators of the source and each Acid Rain 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 prior to the end of 5 years, in writing by the EPA or the DEP:
 - (i) The certificate of representation for the designated representative for the source and each Acid Rain unit at the source and all documents that demonstrate the truth of the statements in the certificate of representation, in accordance with Rule 62-214.350, F.A.C.; 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 changing the designated representative;
 - (ii) All emissions monitoring information, in accordance with 40 CFR Part 75, provided that to the extent that 40 CFR Part 75 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 Acid Rain Program; and,

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

Recordkeeping and Reporting Requirements (cont)

**STEP 3,
Continued.**

- (iv) Copies of all documents used to complete an Acid Rain Part application and any other submission under the Acid Rain Program or to demonstrate compliance with the requirements of the Acid Rain Program.
- (2) The designated representative of an Acid Rain source and each Acid Rain unit at the source shall submit the reports and compliance certifications required under the Acid Rain Program, including those under 40 CFR Part 72, Subpart I, and 40 CFR Part 75.

Liability.

- (1) Any person who knowingly violates any requirement or prohibition of the Acid Rain Program, a complete Acid Rain Part application, an Acid Rain Part, or an exemption under 40 CFR 72.7 or 72.8, including any requirement for the payment of any penalty owed to the United States, shall be subject to enforcement pursuant to section 113(c) of the Act.
- (2) Any person who knowingly makes a false, material statement in any record, submission, or report under the Acid Rain Program shall be subject to criminal enforcement pursuant to section 113(c) of the Act and 18 U.S.C. 1001.
- (3) No permit revision shall excuse any violation of the requirements of the Acid Rain Program that occurs prior to the date that the revision takes effect.
- (4) Each Acid Rain source and each Acid Rain unit shall meet the requirements of the Acid Rain Program.
- (5) Any provision of the Acid Rain Program that applies to an Acid Rain source (including a provision applicable to the designated representative of an Acid Rain source) shall also apply to the owners and operators of such source and of the Acid Rain units at the source.
- (6) Any provision of the Acid Rain Program that applies to an Acid Rain unit (including a provision applicable to the designated representative of an Acid Rain unit) shall also apply to the owners and operators of such unit. Except as provided under 40 CFR 72.44 (Phase II repowering extension plans) and 40 CFR 76.11 (NO_x averaging plans), and except with regard to the requirements applicable to units with a common stack under 40 CFR Part 75 (including 40 CFR 75.16, 75.17, and 75.18), the owners and operators and the designated representative of one Acid Rain unit shall not be liable for any violation by any other Acid Rain unit of which they are not owners or operators or the designated representative and that is located at a source of which they are not owners or operators or the designated representative.
- (7) Each violation of a provision of 40 CFR Parts 72, 73, 74, 75, 76, 77, and 78 by an Acid Rain source or Acid Rain unit, or by an owner or operator or designated representative of such source or unit, shall be a separate violation of the Act.

Effect on Other Authorities.

No provision of the Acid Rain Program, an Acid Rain Part application, an Acid Rain Part, or an exemption under 40 CFR 72.7 or 72.8 shall be construed as:

- (1) Except as expressly provided in title IV of the Act, exempting or excluding the owners and operators and, to the extent applicable, the designated representative of an Acid Rain source or Acid Rain unit from compliance with any other provision of the Act, including the provisions of title I of the Act relating to applicable National Ambient Air Quality Standards or State Implementation Plans;
- (2) Limiting the number of allowances a unit can hold; *provided*, that the number of allowances held by the unit shall not affect the source's obligation to comply with any other provisions of the Act;
- (3) Requiring a change of any kind in any state law regulating electric utility rates and charges, affecting any state law regarding such state regulation, or limiting such state regulation, including any prudence review requirements under such state law;
- (4) Modifying the Federal Power Act or affecting the authority of the Federal Energy Regulatory Commission under the Federal Power Act; or,
- (5) Interfering with or impairing any program for competitive bidding for power supply in a state in which such program is established.

**STEP 4
For SO₂ Opt-in
units only.**

**In column "f" enter
the unit ID# for
every SO₂ Opt-in
unit identified in
column "a" of
STEP 2.**

**For column "g"
describe the
combustion unit
and attach
information and
diagrams on the
combustion unit's
configuration.**

**In column "h"
enter the hours.**

f	g	h (not required for renewal application)
Unit ID#	Description of the combustion unit	Number of hours unit operated in the six months preceding initial application

