CAIR Permit Application
(for sources covered under a CAIR SIP)

For more information, please refer to ADEM Admin. Code chapters 335-3-5 and 335-3-8

This submission is: [ ] New [ ] Revised

<table>
<thead>
<tr>
<th>Plant Name</th>
<th>State</th>
<th>ORIS/Facility Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Unit ID# | NOx Annual | SO2 | NOx Ozone Season |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Standard Requirements**

(a) Permit Requirements.

(1) The CAIR designated representative of each CAIR NOx source, CAIR SO2 source, and CAIR NOx Ozone Season source (as applicable) required to have a title V operating permit or synthetic minor operating permit and each CAIR NOx unit, CAIR SO2 unit, and CAIR NOx Ozone Season unit (as applicable) required to have a title V operating permit or synthetic minor operating permit at the source shall:

   (i) Submit to the Department a complete CAIR permit application under rules 335-3-5-.08, 335-3-8-.18(3), and 335-3-8-.27(3) (as applicable); and

   (ii) Submit in a timely manner any supplemental information that the Department determines is necessary in order to review a CAIR permit application and issue or deny a CAIR permit.

(2) The owners and operators of each CAIR NOx source, CAIR SO2 source, and CAIR NOx Ozone Season source (as applicable) required to have a title V operating permit or synthetic minor operating permit and each CAIR NOx unit, CAIR SO2 unit, and CAIR NOx Ozone Season unit (as applicable) required to have a title V operating permit or synthetic minor operating permit at the source shall have a CAIR permit issued by the Department under rules 335-3-5-.08, 335-3-8-.18, and 335-3-8-.27 (as applicable) for the source and operate the source and the unit in compliance with such CAIR permit.
(b) Monitoring, reporting, and recordkeeping requirements.

(1) The owners and operators, and the CAIR designated representative, of each CAIR NOX source, CAIR SO2 source, and CAIR NOX Ozone Season source (as applicable) and each CAIR NOX unit, CAIR SO2 unit, and CAIR NOX Ozone Season unit (as applicable) at the source shall comply with the monitoring, reporting, and recordkeeping requirements of rules 335-3-5-.13, 335-3-8-.23, and 335-3-8-.32 (as applicable).

(2) The emissions measurements recorded and reported in accordance with rules 335-3-5-.13, 335-3-8-.23, and 335-3-8-.32 (as applicable) shall be used to determine compliance by each CAIR NOX source, CAIR SO2 source, and CAIR NOX Ozone Season source (as applicable) with the CAIR NOX emissions limitation, CAIR SO2 emissions limitation, and CAIR NOX Ozone Season emissions limitation (as applicable) under subparagraph (c) of rules 335-3-5-.06(6), 335-3-8-.16(6), 335-3-8-.25(6) (as applicable).

(c) Nitrogen oxides emissions requirements.

(1) As of the allowance transfer deadline for a control period, the owners and operators of each CAIR NOX source and each CAIR NOX unit at the source shall hold, in the source's compliance account, CAIR NOX allowances available for compliance deductions for the control period under rule 335-3-8-.21(5)(a) in an amount not less than the tons of total nitrogen oxides emissions for the control period from all CAIR NOX units at the source, as determined in accordance with rule 335-3-8-.23.

(2) A CAIR NOX unit shall be subject to the requirements under subparagraph (c)1. of rule 335-3-8-.16(6) for the control period starting on the later of January 1, 2009 or the deadline for meeting the unit's monitor certification requirements under rule 335-3-5-.31(1)(b)1., 2., or 5. and for each control period thereafter.

(3) A CAIR NOX allowance shall not be deducted, for compliance with the requirements under subparagraph (c)1. of rule 335-3-8-.16(6), for a control period in a calendar year before the year for which the CAIR NOX allowance was allocated.

(4) CAIR NOX allowances shall be held in, deducted from, or transferred into or among CAIR NOX Allowance Tracking System accounts in accordance with rules 335-3-8-.21, 335-3-8-.22, and 335-3-8-.24.

(5) A CAIR NOX allowance is a limited authorization to emit one ton of nitrogen oxides in accordance with the CAIR NOX Annual Trading Program. No provision of the CAIR NOX Annual Trading Program, the CAIR permit application, the CAIR permit, or an exemption under rule 335-3-8-.16(5) 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 NOX allowance does not constitute a property right.

(7) Upon recordation by the Administrator under rule 335-3-8-.20, 335-3-8-.21, 335-3-8-.22, or 335-3-8-.24, every allocation, transfer, or deduction of a CAIR NOX allowance to or from a CAIR NOX source's compliance account is incorporated automatically in any CAIR permit of the source that includes the CAIR NOX unit.

Sulfur dioxide 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 of CAIR SO2 allowances available for compliance deductions for the control period under rule 335-3-5-.11(5)(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 rule 335-3-5-.13.

(2) A CAIR SO2 unit shall be subject to the requirements under subparagraph (c)1. of rule 335-3-5-.06(6) for the control period starting on the later of January 1, 2010 or the deadline for meeting the unit's monitor certification requirements under rule 335-3-5-.31(1)(b)1., 2., or 5. and for each control period thereafter.

(3) A CAIR SO2 allowance shall not be deducted, for compliance with the requirements under subparagraph (c)1. of rule 335-3-5-.06(6), 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 rules 335-3-5-.11, 335-3-5-.12, and 335-3-5-.14.

(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 permit application, the CAIR permit, or an exemption under rule 335-3-5-.06(5) 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 rules 335-3-5-.11, 335-3-5-.12, and 335-3-5-.14, every allocation, transfer, or deduction of a CAIR SO2 allowance to or from a CAIR SO2 source's compliance account is incorporated automatically in any CAIR permit of the source that includes the CAIR SO2 unit.

Nitrogen oxides ozone season emissions requirements.

(1) As of the allowance transfer deadline for a control period, the owners and operators of each CAIR NOX Ozone Season source and each CAIR NOX Ozone Season unit at the source shall hold, in the source's compliance account, CAIR NOX Ozone Season allowances available for compliance deductions for the control period under rule 335-3-8-.30(5)(a) in an amount not less than the tons of total nitrogen oxides emissions for the control period from all CAIR NOX Ozone Season units at the source, as determined in accordance with rule 335-3-8-.32.

(2) A CAIR NOX Ozone Season unit shall be subject to the requirements under subparagraph (c)1. of rule 335-3-8-.25(6) for the control period starting on the later of May 1, 2009 or the deadline for meeting the unit's monitor certification requirements under rule 335-3-5-.31(1)(b)1., 2., 3. or 7. and for each control period thereafter.

(3) A CAIR NOX Ozone Season allowance shall not be deducted, for compliance with the requirements under subparagraph (c)1. of rule 335-3-8-.25(6), for a control period in a calendar year before the year for which the CAIR NOX Ozone Season allowance was allocated.

(4) CAIR NOX Ozone Season allowances shall be held in, deducted from, or transferred into or among CAIR NOX Ozone Season Allowance Tracking System accounts in accordance with rules 335-3-8-.30, 335-3-8-.31, and 335-3-8-.33.

(5) A CAIR NOX allowance is a limited authorization to emit one ton of nitrogen oxides in accordance with the CAIR NOX Ozone Season Trading Program. No provision of the CAIR NOX Ozone Season Trading Program, the CAIR permit application, the CAIR permit, or an exemption under rule 335-3-8-.25(5) 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 NOX allowance does not constitute a property right.

(7) Upon recordation by the Administrator under rule 335-3-8-.29, 335-3-8-.30, 335-3-8-.31, or 335-3-8-.33, every allocation, transfer, or deduction of a CAIR NOX Ozone Season allowance to or from a CAIR NOX Ozone Season source's compliance account is incorporated automatically in any CAIR permit of the source.
STEP 3, continued

(d) Excess emissions requirements

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

(1) The owners and operators of the source and each CAIR NOx unit at the source shall surrender the CAIR NOx allowances required for deduction under 335-3-8-.21(5)(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 this subpart, the Clean Air Act, and applicable State law.

If a CAIR SO2 source emits sulfur dioxide 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 rule 335-3-5-.11(5)(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 this subpart, the Clean Air Act, and applicable State law.

If a CAIR NOx Ozone Season source emits nitrogen oxides during any control period in excess of the CAIR NOx Ozone Season emissions limitation, then:

(1) The owners and operators of the source and each CAIR NOx Ozone Season unit at the source shall surrender the CAIR NOx Ozone Season allowances required for deduction under rule 335-3-8-.30(5)(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 this subpart, the Clean Air Act, and applicable State law.

(e) Recordkeeping and Reporting Requirements.

(1) Unless otherwise provided, the owners and operators of the CAIR NOx source, CAIR SO2 source, and CAIR NOx Ozone Season source (as applicable) and each CAIR NOx, unit, CAIR SO2 unit, and CAIR NOx Ozone Season unit (as applicable) 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 permitting authority or the Administrator.

(i) The certificate of representation under rules 335-3-5-.07(4), 335-3-8-.17(4) and 335-3-8-.26(4) (as applicable) for the CAIR designated representative for the source and each CAIR NOx unit, CAIR SO2 unit, and CAIR NOx Ozone Season unit (as applicable) 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 rules 335-3-5-.07(4), 335-3-8-.17(4) and 335-3-8-.26(4) (as applicable) changing the CAIR designated representative.

(ii) All emissions monitoring information, in accordance with rules 335-3-8-.13, 335-3-8-.23, and 335-3-8-.32 (as applicable), provided that to the extent that rules 335-3-8-.13, 335-3-8-.23, and 335-3-8-.32 (as applicable) 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 NOx Annual Trading Program, CAIR SO2 Trading Program, and CAIR NOx Ozone Season Trading Program (as applicable).

(iv) Copies of all documents used to complete a CAIR permit application and any other submission under the CAIR NOx Annual Trading Program, CAIR SO2 Trading Program, and CAIR NOx Ozone Season Trading Program (as applicable) or to demonstrate compliance with the requirements of the CAIR NOx Annual Trading Program, CAIR SO2 Trading Program, and CAIR NOx Ozone Season Trading Program (as applicable).

(2) The CAIR designated representative of a CAIR NOx source, CAIR SO2 source, and CAIR NOx Ozone Season source (as applicable) and each CAIR NOx unit, CAIR SO2 unit, and CAIR NOx Ozone Season unit (as applicable) at the source shall submit the reports required under the CAIR NOx Annual Trading Program, CAIR SO2 Trading Program, and CAIR NOx Ozone Season Trading Program (as applicable) including those under rules 335-3-8-.13, 335-3-8-.23, and 335-3-8-.32 (as applicable).

(f) Liability.

(1) Each CAIR NOx source, CAIR SO2 source, and CAIR NOx Ozone Season source (as applicable) and each NOx unit, CAIR SO2 unit, and CAIR NOx Ozone Season unit (as applicable) shall meet the requirements of the CAIR NOx Annual Trading Program, CAIR SO2 Trading Program, and CAIR NOx Ozone Season Trading Program (as applicable).

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

(3) Any provision of the CAIR NOx Annual Trading Program, CAIR SO2 Trading Program, and CAIR NOx Ozone Season Trading Program (as applicable) that applies to a CAIR NOx unit, CAIR SO2 unit, and CAIR NOx Ozone Season unit (as applicable) or the CAIR designated representative of a CAIR NOx unit, CAIR SO2 unit, and CAIR NOx Ozone Season unit (as applicable) shall also apply to the owners and operators of such unit.
(g) Effect on Other Authorities.
No provision of the CAIR NOx Annual Trading Program, CAIR SO2 Trading Program, and CAIR NOx Ozone Season Trading Program (as applicable), a CAIR permit application, a CAIR permit, or an exemption under rules 335-3-5-.06(5), 335-3-8-.16(5), and 335-3-8-.25(5) (as applicable) shall be construed as exempting or excluding the owners and operators, and the CAIR designated representative, of a CAIR NOx source, CAIR SO2 source, and CAIR NOx Ozone Season source (as applicable) or CAIR NOx unit, CAIR SO2 unit, and CAIR NOx Ozone Season unit (as applicable) from compliance with any other provision of the applicable, approved State implementation plan, a federally enforceable permit, or the Clean Air Act.

Certification

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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>