

Mecklenburg County Air Quality (MCAQ) GovOnline System Subscriber Agreement

The Subscriber Agreement should be used by facility's responsible official(s) who would like to electronically apply for permits or submit Compliance reports to MCAQ.

A. Subscriber Information

| | |
|-------------------------|--|
| Subscriber Name: | |
| Email Address: | |
| Phone Number: | |

B. Facility Information

Signing privileges are requested for the following facility:

Facility Name: _____

Type of Request (Select Only One):

- NEW: the first request for this user account to act as the Responsible Official (RO) for the above facility**
- REQUEST FOR REACTIVATION: a re-activation of the user account to act as the RO for the above facility
- CONTINUATION WITH NEW AUTHORIZATION: an updated subscriber agreement submitted because the authorized signatory at the facility has changed (i.e., person named in section D of the form)
Specify the RO(s) to be replaced: _____
- INACTIVATION: Explain reason for inactivation in the box below and identify whether the inactivation is temporary or permanent
Facility name: _____

Notes to MCAQ (Optional unless Inactivating):

C. Inactivation/Removal

Permittee must indicate reason for inactivation in Section B of the form. This is done to inform MCAQ whether the permittee is switching back to paper submittals, is no longer in business, or has a temporary reason for inactivation.

D. Signatory Authorization

The Authorized Signatory is the appropriate individual with the authority to sign permit applications, compliance reports, and other required submittals. This person would be the Responsible Official for a Title V facility.

Facility Name: _____

I, _____, have the authority to enter into this Agreement for _____
(facility name)

under the applicable standards. I request MCAQ grant _____ the ability to submit regulatory
(subscriber name)
submittals for the facility.

Authorized Signature _____ Title _____ Date

E. Subscriber Signature

The subscriber is the facility contact that submits this agreement to request to electronically sign MCAQ online submittals. The subscriber is given signatory authority to sign regulatory submittals and other information either under applicable regulations or is delegated signatory authority by the individual(s) identified as the signatory authority in Section D of this agreement.

I, _____, have the authority to enter into this Agreement for _____
under the applicable standards. (facility Name)

Or,

I, _____, am authorized by the signatory authority named in Part D of this document,
who does have the authority under the applicable standards, to enter into this agreement for _____.
(facility name)

By submitting this application to MCAQ I, _____, have read, understand, and accept the terms and conditions of this subscriber agreement (see addendum). I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Subscriber Signature

Date

**Mail form to:
Mecklenburg County Air Quality
2145 Suttle Avenue
Charlotte, NC 28208**

| Check | | Name | Date |
|-------|---------------------------|------|------|
| | Form Received by | | |
| | MCAQ Approves the Request | | |
| | Notification to User | | |

Addendum:

MCAQ GovOnline System

Electronic Signature Terms and Conditions

1. **PURPOSE:** The intent of this agreement is to create legally binding obligations upon the parties using the specified data transmission protocols and the GovOnline System, to ensure that the Certifier (in this document, "Certifier" refers to signers of this document both -- the Authorized Signatory and/or subscriber) agrees to: (i) Maintain the confidentiality and protect the electronic signature from unauthorized use or compromise, and follow any procedures specified by the MCAQ for this purpose; (ii) Be held as legally bound, obligated, or responsible by use of the assigned electronic signature as by hand-written signature.
2. **VALIDITY AND ENFORCEABILITY:** This Agreement has been executed by the parties to evidence their mutual intent to follow MCAQ procedures to create binding regulatory reporting documents using electronic transmission and receipt of such records, consistent with the provisions of 40 C.F.R. Part 3 (CROSS-MEDIA ELECTRONIC REPORTING Requirements, CROMERR). Acceptance and execution of this agreement by the MCAQ shall be evidenced by the issuance of a personal identification number (PIN) to the Certifier. Consistent with 40 C.F.R. Part 3, electronic signatures under this agreement shall have the same force and effect as a written signature. Pen and ink signatures will remain on file with MCAQ.
3. **RECEIPT:** A Document shall be deemed to have been received by MCAQ when it is accessible by MCAQ, can be fully processed and is syntactically correct to the specified electronic transfer protocol that may be modified from time to time by MCAQ. No Document shall satisfy any reporting requirement until it is received. For compliance reporting, the Certifier understands that upon activation of the RO account for requested facilities, the GovOnline database will be expecting to receive electronic transmission of compliance reports at the interval specified in the permit. If the database does not receive the reports from the Certifier at the expected time, the database will flag the compliance reports as being in non-receipt. If the Certifier chooses to discontinue using GovOnline and return to using paper forms, the Certifier must complete, sign, and submit to the MCAQ a new subscriber agreement with the "Inactivation" check box selected. If the MCAQ does not receive this form, it is likely that the system will continue to produce "non-receipt" flags (indicating reporting violations).
4. **VERIFICATION:** Upon receipt of a Document, MCAQ shall process the Document to make it accessible to MCAQ and the Certifier. The Certifier is responsible for the content of each transmission, in accordance with the associated certification statement, and for reviewing the accuracy of the processed document in accordance with the associated certification statement, and for reviewing the accuracy of the processed document information and as made available by the GovOnline system.
5. **SIGNATURE:** The Certifier shall adopt as its electronic signature any Personal Identification Number (PIN) assigned by MCAQ following acceptance of this Agreement. The Certifier agrees that any such Signature affixed to or associated with any transmitted Document shall be sufficient to verify such party originated and possessed the requisite authority both to originate the transaction and to verify the accuracy of the content, in the format of the specified GovOnline transmission protocol or otherwise, at the time of transmittal. The Certifier also expressly agrees that each report it submits by using its PIN constitutes their agreement with the associated certification statement.
6. **SECURITY:** The parties shall take reasonable actions to implement and maintain security procedures necessary to ensure the protection of transmissions against the risk of unauthorized access, alteration, loss or destruction including, but not limited to: protecting the secrecy of passwords and electronic signatures and transmitting only files in an acceptable protocol.
7. **USE OF PIN:** Each Certifier shall be either, the permittee or a person identified by the permittee as a responsible official for signatory purposes by the permittee for each facility, person, or other entity for which information is being reported. If a PIN has been compromised or where there is evidence of potential compromise, it will be automatically or manually suspended. In addition, MCAQ will inactivate or revoke a PIN where the Certifier is no longer an authorized signatory. Each Certifier expressly agrees

that MCAQ may act immediately and unilaterally in any decision to suspend, inactivate, revoke, or otherwise disallow use of a PIN by any Certifier, where MCAQ believes that such action is necessary to ensure the authenticity, integrity or general security of transmissions or records, or where there are any actual or apparent violations of this agreement.

8. INABILITY TO TRANSMIT OR FILE REPORTS ELECTRONICALLY: No party shall be liable for any failure to perform its obligations in connection with any Electronic Transaction or any Electronic Document, where such failure results from any act or cause beyond such party's control which prevents such party from electronically transmitting or receiving any Documents, except that the Certifier is nonetheless required to submit records or information required by law via other means, as provided by applicable law and with the time period provided by such law.
9. CONTINUATION OF OPERATIONS: In the event that electronic submission of data is not possible via GovOnline, it is the responsibility of the certifier to submit paper copies in accordance with the requirements of the authorizing permit. Failure to submit data by the date required by the permit is a violation and may be recorded as such.
10. SEVERABILITY: Any provision of the Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
11. TERMINATION AND RENEWAL: The agreement may be terminated by either party. Upon termination of this agreement, the associated ability to submit electronic information through GovOnline will also terminate. This subscriber agreement becomes effective upon notification of approval by MCAQ to the Certifier (which may be either/or an automated message from the GovOnline software, or separate notification). The regulatory authority will normally provide notification of the effective date, but if no date is provided, the effective date is the next reporting cycle following the notification. The subscriber agreement will continue until modified by mutual consent or unless terminated with 60 days written notice by any party. The permittee must resubmit this form at the time that a new permit application is submitted or when permit responsibility transfers from one entity to another. This subscriber agreement should be periodically reviewed and amended or revised when required. MCAQ reserves the right to approve or disapprove this subscriber agreement.
12. AGREEMENT: I agree:
 - To protect my account and password from compromise, not allow anyone else to use my account, and not share my password with any other person;
 - To change my password if I believe it becomes known to any other person;
 - To promptly report to MCAQ any evidence of the loss, theft, or other compromise of my account or password not later than one business day;
 - To notify MCAQ, in writing, if I terminate my employment, am reassigned or any other change in my status that causes me to cease to be a certifier represent any of the requested sites for the organization's electronic reports to MCAQ. Notification should occur as soon as this change occurs.
 - To review, in a timely manner, the email and onscreen acknowledgements and copies of documents submitted through my account to GovOnline;
 - To report any evidence of discrepancy between the document submitted, and what GovOnline received;
 - That in no event will MCAQ be liable to me or my employer for any special, consequential, indirect or similar damages, including any lost profits or lost data arising out of the use or inability to use the software or of any data supplied therewith even if MCAQ or anyone else has been advised of the possibility of such damages, or for any claim by any other party. MCAQ disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the software and the accompanying written materials
 - That I will not intentionally disclose my challenge questions and answers.

I understand that I will be held as legally bound, obligated, and responsible by the electronic signature created as by a handwritten signature.