



Subscriber Agreement for NetDMR

Instructions Page

Purpose

This **Subscriber Agreement** (“SA”) is for the **submittal of electronic reports into EPA’s Central Data Exchange/NetDMR application** and is an alternative to using paper forms to fulfill filing requirements for applicable Connecticut and federal law and regulations. A Subscriber Agreement is a legally binding document, signed with a handwritten signature, that an individual signs to establish their authority to use an electronic signature device or system, such as the NetDMR system, to submit reports to the CT DEEP and U.S. Environmental Protection Agency under the Cross-Media Electronic Reporting Regulation (“CROMERR”).

Please note this is not the subscriber agreement for the submittal of an application in CT DEEP’s ezFile portal.

Who Should Fill Out the Subscriber Agreement

The SA provides **delegation of authority** for signing and submitting official documents related to environmental permits. It clarifies who holds the ultimate responsibility and who can be authorized to perform specific tasks.

1. The Responsible Official is the "Signatory Authority" -

- Generally, a corporate officer that holds ultimate legal responsibility, is authorized to sign permit applications, reports, and other documents on behalf of a permittee.
- This individual is the **sole person authorized to sign the Subscriber Agreement in Section D and can also be the Subscriber in Section E.**
- The Signatory Authority **may duly authorize** other individual(s) under their direct employment to sign and submit Discharge Monitoring Reports on their behalf. Regulations of Connecticut State Agencies (“Regs. Conn. State Agencies”) Section 22a-430-3(b)(2)(B) and Title 40 Code of Federal Regulations (“CFR”) Part 122.22(b) require Discharge Monitoring Reports to be signed and submitted by an individual under direct employment of the permittee; therefore, independent contractors cannot sign Discharge Monitoring Reports. This does not preclude independent contractors from preparing Discharge Monitoring Reports.

2. The Delegated Individual is the "Subscriber" or "Preparer" -

- This individual has been delegated the authority to complete specific tasks on behalf of the permittee (like signing Discharge Monitoring Reports).
- Each of these individuals **must each sign Section E** of the Subscriber Agreement, including the Signatory Authority if they are requesting to be a Subscriber.

Where to Submit Stormwater Program applications & permits:

When applying for permit coverage – if you are submitting this agreement prior to obtaining permit coverage, please include a copy of the signed agreement as part of the application package as directed.

When updating or adding subscriber information – if you are submitting this agreement after obtaining permit coverage in order to update or add subscriber information, please email a copy of the signed agreement to DEEP.StormwaterStaff@ct.gov (for stormwater permits)

Where to Submit for all other applications & permits:

Submit the signed Subscriber Agreement to DEEP.NetDMR@ct.gov.

Electronic Subscriber Agreement

Agreement for using an eSignature to submit Electronic Filings to the Connecticut Department of Energy and Environmental Protection (“DEEP”) pursuant to Chapters 445, 446c, and 446k of the Connecticut General Statutes and the regulations promulgated thereunder, (the “Subscriber Agreement” or the “Agreement”) by and between the Connecticut DEEP, a state governmental agency, and reporting party(ies) (specifically including the “Signatory Authority,” and the “Subscriber,” and the Regulated Person, as provided for in Section A) (collectively, the “Parties”).

A. Applicant/Company Information

| INFORMATION | | | |
|-------------------------------|---|---|--|
| Applicant/Company Name | | | |
| Mailing Address | | | |
| City/Town | | State | Zip Code |
| Business Phone No. | | Extension No. | |
| Contact Person | | | |
| Title | | | |
| *Email | <p>*By providing this e-mail address you agree to receive official correspondence from DEEP, at this electronic address, concerning the subject application. Please remember to check your security settings to be sure you can receive e-mails from “ct.gov” addresses. Also, please notify DEEP if your e-mail address changes.</p> | | |
| Applicant/Company Type | <input type="checkbox"/> business entity <input type="checkbox"/> municipality <input type="checkbox"/> individual <input type="checkbox"/> federal agency <input type="checkbox"/> state agency <input type="checkbox"/> tribal | | |
| | If a business entity: | Business Type | <input type="checkbox"/> corporation <input type="checkbox"/> limited liability company <input type="checkbox"/> limited partnership <input type="checkbox"/> limited liability partnership <input type="checkbox"/> statutory trust <input type="checkbox"/> Other: |
| | | Secretary of the State business ID No. | ID No. <input type="checkbox"/> Check here if your business is NOT registered with the Secretary of State’s office. |
| | | <i>This information can be accessed at the Secretary of State’s database.</i> (CT.gov Business Records Search Tool.) | |
| Permit Type | For existing permittees, Permit Number(s): | | |
| | <input type="checkbox"/> Individual Permit <input type="checkbox"/> General Permit <input type="checkbox"/> Other | | |
| | <input type="checkbox"/> Wastewater <input type="checkbox"/> Stormwater <input type="checkbox"/> Pretreatment <input type="checkbox"/> Subsurface Disposal | | |

B. Terms and Conditions

1. DEFINITIONS: Whenever used in this Agreement or any documents incorporated into this Agreement by reference, the following terms shall be defined as follows:

1.1 Compromise. When the eSignature is intentionally or unintentionally given, disclosed, delegated, or otherwise made available, including any theft or loss, to any other person, organization, or entity, unless such disclosure is ordered by a Court of competent jurisdiction.

1.2 Electronic Filing. Refers to any permit application, permit modification request, report, or other document submitted electronically (using an eSignature) to DEEP pursuant to Chapters 445, 446c, or 446k of the Connecticut



General Statutes or the regulations promulgated thereunder. Unless specifically permitted on a case- by-case basis, documents related to enforcement actions, including, but not limited to, Stipulated Judgments, Orders, and Notices of Violation, may not be filed electronically with DEEP and therefore are not considered “Electronic Filings”

1.3 Person. Includes any individual, firm, partnership, association, syndicate, company, trust, corporation, limited liability company, municipality, agency or political or administrative subdivision of the state, and any other legal entity.

1.4 Personal Identification Number (PIN). Assigned by the Connecticut DEEP, as may be applicable, following acceptance of this Agreement; each PIN will consist of a unique sequence of alpha-numeric characters, punctuation or symbols and shall constitute the electronic signature of a Subscriber.

1.5 Regulated Person. Any Person subject to Chapters 445, 446c, or 446k of the Connecticut General Statutes or the regulations promulgated thereunder and who intends to submit Electronic Filings pursuant to this Agreement. The Regulated Person is identified in Section A of the Subscriber Agreement.

1.6 Signatory Authority. The individual submitting documents to DEEP who is a Regulated Person or represents the Regulated Person and has the existing authority to sign documents on behalf of the Regulated Person pursuant to, as applicable, RCSA §§ 22a-430-3(b)(2)(A), 22a-174-2a(a), and/or 22a-449(c)-110 (incorporating 40 CFR § 270.11(a)). The Signatory Authority has authority to sign this Agreement and may delegate authority to sign Electronic Filings to the Subscriber.

1.7 Subscriber. An agent of the Regulated Person who is either the Signatory Authority or an individual duly authorized by the Signatory Authority to submit Electronic Filings on behalf of the Regulated Person pursuant to the applicable regulations (e.g., RCSA §§ 22a-430-3(b)(2)(B), 22a-174-2a(a), 22a-174-4(d)(2), or 22a-449(c)-110 (incorporating 40 CFR § 270.11(b))).

1.8 Writing. Any Electronic Filing requiring an eSignature in order to be properly transmitted pursuant to this Agreement shall be considered to be a “writing” or “in writing.”

1.9 eSignature. The Personal Identification Number (PIN) or the electronic identification adopted by the Subscriber that includes a Subscriber’s UserID, password and responses to certain authentication questions.

2. PURPOSE: The intent of this Agreement is to create legally binding obligations upon the Parties to: (i) Maintain the confidentiality of and protect their respective eSignature(s) from unauthorized use or compromise, and follow any procedures specified by the Connecticut DEEP for this purpose; (ii) Be held as legally bound, obligated, or responsible by use of eSignature(s) as by a hand-written signature.

3. VALIDITY AND ENFORCEABILITY: This Agreement has been executed by the Parties to evidence their mutual intent to follow Connecticut DEEP 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 and Connecticut state law (specifically including, but not limited to the Uniform Electronic Transactions Act, Conn. Gen. Stat. §§ 1-266 through 1-286 (inclusive)). Acceptance and execution of this Agreement by the Connecticut DEEP shall be evidenced by the receipt of a notification from CT DEEP that the Subscriber(s) have been validated. Consistent with 40 C.F.R. Part 3 and Connecticut state law, an eSignature under this Agreement shall have the same force and effect as a handwritten signature. Pen and ink signatures will remain on file with the Connecticut DEEP.

4. RECEIPT: An Electronic Filing shall be deemed to have been received by the Connecticut DEEP when it is accessible by the Connecticut DEEP, can be fully processed, and is syntactically correct to the specified electronic transfer protocol that may be modified from time to time by the Connecticut DEEP. No Electronic Filing shall satisfy any reporting requirement or be of any legal effect until it is received.

5. VERIFICATION: Upon receipt of an Electronic Filing CT DEEP shall process the Electronic Filing to make it accessible to the Connecticut DEEP and the other Parties. The Subscriber is responsible for the content of each transmission, and for reviewing the accuracy of the processed Electronic Filing information.

6. SIGNATURE: Unless (and only at CT DEEP’s discretion) CT DEEP provides the Subscriber with a PIN, the



Subscriber shall adopt as its eSignature the Subscriber's UserID, password and responses to certain authentication questions following validation of this Agreement. The Subscriber, Signatory Authority, and Regulated Person agree that any such eSignature affixed to or associated with any transmitted Electronic Filing shall be sufficient proof that such individual 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 filing transmission protocol or otherwise, at the time of transmittal. The Subscriber also expressly agrees that each Electronic Filing it submits by using its eSignature constitutes the Subscriber's agreement with the associated certification statement.

7. 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.

8. USE OF eSIGNATURE: In accordance with the applicable statute and/or regulations, each Subscriber shall be a representative authorized for signatory purposes on behalf of the Regulated Person for which information is being reported. If an eSignature has been compromised or where there is evidence of potential compromise, it will be automatically or manually suspended. In addition, the Connecticut DEEP will inactivate or revoke an eSignature where the Subscriber is no longer an authorized representative. The Parties expressly agree that the Connecticut DEEP may act immediately and unilaterally (and without further process) in any decision to suspend, inactivate, revoke, or otherwise disallow use of an eSignature by any Subscriber, where the Connecticut DEEP 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.

9. PROTECTION OF eSIGNATURE: The Subscriber must protect the security and confidentiality of any eSignature from compromise and shall take all necessary steps to prevent loss, disclosure, modification, or unauthorized use. The Subscriber and Signatory Authority, as well as the Regulated Person, shall be jointly responsible to notify the Connecticut DEEP immediately, but in any event, no later than one business day, if there is reason to believe the security of any eSignature has been compromised and must request a change. If the Connecticut DEEP has reason to believe that eSignature security has been compromised, the Connecticut DEEP will consult with the other Parties, when practical, and initiate eSignature changes where necessary. The Signatory Authority and the Subscriber, as well as the Regulated Person, are responsible for immediately notifying the Connecticut DEEP in writing of termination of employment, reassignment, or any other change affecting the status of a Signatory Authority or Subscriber for purposes of this Agreement.

10. INABILITY TO TRANSMIT OR FILE 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 Subscriber, the Signatory Authority or the Regulated Person are nonetheless required to submit records or information required by law via other means, as provided by applicable law and within the time period provided by such law.

11. CONTINUATION OF OPERATIONS: In the event that electronic submission of filings is not possible, it is the joint responsibility of the Regulated Person, Subscriber, and Signatory Authority to submit paper copies in accordance with the requirements of the authorizing regulation. Failure to submit a filing by the date required by the regulation is a violation of the applicable statute, regulation, and/or permit.

12. 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.

13. TERMINATION AND RENEWAL: The Agreement may be terminated by the Connecticut DEEP, the Signatory Authority or the Subscriber. Upon termination of this Agreement, the associated ability to submit Electronic Filings through CT DEEP's electronic filing system will also terminate. This Subscriber Agreement becomes effective upon notification of approval by the Connecticut DEEP to the Subscriber and Signatory Authority (which may be either an automated message from the CT DEEP software or a separate notification). The Connecticut DEEP will normally provide notification of the effective date. The Subscriber Agreement will continue until modified by mutual

consent or unless terminated with 60 days written notice by either Connecticut DEEP or the Signatory Authority. The Signatory Authority must resubmit this form when responsibility transfers from one person, entity, or organization to another. This Subscriber Agreement should be periodically reviewed and amended or revised when required. The Connecticut DEEP reserves the right to approve or disapprove this Subscriber Agreement.

14. GOVERNING LAW: This Agreement shall be governed by and interpreted in accordance with chapters 445, 446c, and 446k of the Connecticut General Statutes, and the regulations promulgated thereunder as well as Connecticut General Statutes sections 1-266 to 1-286 inclusive, other applicable provisions of the laws of the State of Connecticut, and the federal laws of the U.S.

15. SUBSCRIBER AND SIGNATORY AUTHORITY AGREEMENT:

As the Subscriber, I understand and agree that it is my responsibility:

- To protect my account and eSignature from Compromise, not allow anyone else to use my account, and not share my eSignature with any other person, entity or organization.
- To request to change my eSignature if there is reason to believe it has or will become known to any other person, entity or organization.
- To promptly report to the Connecticut DEEP any evidence of the loss, theft, or other Compromise of my account or eSignature within one business day of becoming aware of such occurrence.
- To notify the Connecticut DEEP, in writing, if my employment is terminated, if I am reassigned or if there is any other change that affects my status pursuant to this Agreement or my authorization to submit documents pursuant to this Agreement. Notification shall occur prior to the time that such a change takes effect.
- To timely review the e-mail and onscreen acknowledgements and copies of Electronic Filings submitted through my account to the Connecticut DEEP; and
- To report any discrepancy, or evidence of a discrepancy, between the Electronic Filing as submitted and what the Connecticut DEEP received.

The Parties further understand and agree that:

- In no event will the Connecticut DEEP be liable to the Regulated Person, the Subscriber, or the Signatory Authority for any special, consequential, indirect or similar damages, including, but not limited to, 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 Connecticut DEEP or anyone else has been advised of the possibility of such damages, or for any claim by any other Person.
- The Connecticut DEEP 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.

16. SUBSCRIBER SIGNATURE: I understand that I will be held as legally bound, obligated, and responsible by the use of my eSignature, which constitutes my electronic signature, as by my handwritten signature, and the eSignature/electronic signature can be enforced in the same manner as a document submitted with a handwritten signature. Further, in submitting Electronic Filings, I certify that I am authorized to submit Electronic Filings and act as signatory on behalf of the Regulated Person for which this submittal is being made. I certify that I have appropriate authority to legally bind said Regulated Person to the statements made as part of any Electronic Filing.

C. Inactivation/Removal

I agree to notify the Connecticut DEEP Administrator if the Subscriber ceases to represent the regulated entity specified above as signatory as soon as this change in relationship occurs, if not before such changes occur.



D. Signatory Authorization

| | |
|--|---------------|
| Applicant/Company Name | |
| Secretary of the State Business ID (if LLC or Corp): | |
| Signatory Authority Name: | |
| Email Address: | Phone Number: |
| Username, if known: | |

The Signatory Authority is the appropriate individual identified under, as applicable, RCSA Sections 22a-430-3(b)(2)(A), 22a-174-2a(A), or 22a-449(c)-110 (incorporating 40 CFR § 270.11(a)) with the authority to sign Electronic Filings on behalf of the Regulated Person.

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

I request the Connecticut DEEP grant me and the following individual(s) the ability to submit Electronic Filings:

1. _____
2. _____
3. _____
4. _____

In signing this Agreement, I am bound by the terms of this Agreement, and _____ is also bound by this Agreement.

 Signatory Authority Signature

 Signatory Printed Name

 Title

 Date



E. Subscriber Signature

| INFORMATION | | | | | |
|------------------------|--|---|--|----------|--|
| Applicant/Company Name | | | | | |
| Mailing Address | | | | | |
| City/Town | | State | | Zip Code | |
| Business Phone No. | | Extension No. | | | |
| Contact Person | | Secretary of the State Business ID No. | | | |
| Title | | | | | |
| *Email | *By providing this e-mail address you agree to receive official correspondence from DEEP, at this electronic address, concerning the subject application. Please remember to check your security settings to be sure you can receive e-mails from "ct.gov" addresses. Also, please notify DEEP if your e-mail address changes. | | | | |
| Permit Number and Type | For existing permittees, Permit Number(s): | | | | |
| | <input type="checkbox"/> Individual <input type="checkbox"/> General <input type="checkbox"/> Other | | | | |
| | <input type="checkbox"/> Wastewater <input type="checkbox"/> Stormwater <input type="checkbox"/> Pretreatment <input type="checkbox"/> Subsurface Disposal | | | | |
| | Name of Site: | | | | |

The Subscriber is either the Signatory Authority named in Section D of this Agreement, or an individual duly authorized to submit Electronic Filings by the Signatory Authority pursuant to the appropriate standards and regulations (e.g., RCSA §§ 22a-430-3(b)(2)(B), 22a-174-2a(a), 22a-174-4(d), and 22a-449(c)-110 (incorporating 40 CFR § 270.11(b))).

I, _____, have the authority to enter into this Agreement for _____ and under the applicable standards.

I, _____, am authorized by the Signatory Authority named in Section D of this document, who does have the authority under the applicable standards, to enter into this Agreement for _____.

By submitting this Agreement to the Connecticut DEEP I, _____, have read, understand, and accept the terms and conditions of this Subscriber Agreement. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this Agreement and that, based on my inquiry of those persons immediately responsible for obtaining the information contained in the Agreement, 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

Subscriber Printed Name

Title

Date

Print this form, save a copy for your records, and email original to the address noted in the instructions.