

Municipal POTW Subscriber Agreement Instructions

April 25, 2011

NetDMR Subscriber Agreement Instructions

This form can be used for permits issued by:

Connecticut Department of Energy and Environmental Protection (Connecticut DEEP)

Purpose

The NetDMR Subscriber Agreement applies to all permits issued in accordance with sections 22a-430 and 22a-430b of the Connecticut General Statutes (CGS) for submission of electronic Discharge Monitoring Reports (DMRs), using an electronic signature, as an alternative to using paper forms to fulfill reporting requirements of the permit and applicable Connecticut law and regulations.

Basic Information on Who Should Fill Out the Subscriber Agreement

- To request use of electronic reporting for DMR information, the person that is authorized to sign discharge monitoring reports (DMRs) as described in RCSA Section 22a-430-3(b)(2) must sign this document as the Signatory Authority in Section E of this document and have the signature witnessed by a Notary Public.
- Signatory Authority on behalf of a corporation or company must also be documented in the attached "Corporation/Company Signatory Authority Form."
- Signatory Authority on behalf of a limited liability corporation or limited liability company must also be documented in the attached "Limited Liability Corporation/Company Signatory Authority Form."
- If the Signatory Authority (named in Section E) plans to electronically sign DMRs submitted through NetDMR, then this person will also sign as the Subscriber (named in Section F).
- If the Signatory Authority plans to have someone else sign and submit the electronic DMRs, then this individual must be a duly authorized representative as described RCSA Section 22a-430-3(b)(2) and the duly authorized representative must sign as the Subscriber (see Section F) and have the signature witnessed by a Notary Public.
- If a Signatory Authority has more than one CGS section 22a-430 and/or 22a-430b permit for which they are responsible, then this Agreement allows the signatory authority to list multiple permits on a single Subscriber Agreement as long as the Subscriber is the same person for all the multiple permits listed.
- If the authority to electronically sign for a permit is to be delegated to multiple Subscribers, then each Subscriber needs to submit and sign a separate Subscriber Agreement.

Where to Submit

Print and mail the completed Net DMR Subscriber Agreement below to your Clean Water Act permitting authority for their review at the address below. You should retain a hard copy.

Connecticut Department of Energy and Environmental Protection
Water Permitting and Enforcement – DMR Unit
Attn: Suzette Flecha
79 Elm Street
Hartford, CT 06106

Questions?

For help or questions, please contact Suzette Flecha at: suzette.flecha@ct.gov or by calling her at (860) 424-3809. You will receive a confirmation email from EPA when your application has been processed and approved. Thank you for helping us reduce paper use by choosing to electronically submit your DMRs.

Connecticut DEEP NetDMR Subscriber Agreement

Agreement for CGS section 22a-430 and 22a-430b Permittees and Connecticut DEEP for the Submittal of Electronic Discharge Monitoring Reports (DMRs), using an Electronic Signature, for use of NetDMR, (the “Subscriber Agreement” or the “Agreement”) by and between the Connecticut DEEP, a state governmental agency, and reporting party (“Certifier”).

A. 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 NetDMR Reporting System, to ensure that the Certifier (in this document, “Certifier” refers to signers of this document -- both the Signatory Authority, and/or the Subscriber) agrees to: (i) Maintain the confidentiality and protect the electronic signature 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 the assigned electronic signature as by a hand-written signature.
2. **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. Acceptance and execution of this agreement by the Connecticut DEEP shall be evidenced by the issuance of a personal identification number (PIN) to the Certifier. Consistent with 40 C.F.R. Part 3 and Connecticut state law, electronic signatures under this agreement shall have the same force and effect as a hand written signature. Pen and ink signatures will remain on file with the Connecticut DEEP.
3. **RECEIPT:** An electronic DMR 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 DMR shall satisfy any reporting requirement or be of any legal effect until it is received.
 - 3.1 **COMPLIANCE TRACKING:** The Certifier understands that upon activation of the NetDMR account, NetDMR will be expecting to receive electronic transmission of DMR data at the interval specified in the permit. If the database does not receive the DMR from the Certifier at the expected time, the database will flag the DMR as being in non-receipt. If the Certifier chooses to discontinue using NetDMR and return to using paper forms, the Certifier must complete, sign, and submit to the Connecticut DEEP a new subscriber agreement with the “Inactivation” check box selected. If the Connecticut DEEP does not receive this form, NetDMR will indicate a reporting violation.
4. **VERIFICATION:** Upon receipt of an electronic DMR, NetDMR shall process the electronic DMR to make it accessible to the Connecticut DEEP and the Certifier. The Certifier is responsible for the content of each transmission, and for reviewing the accuracy of the processed electronic DMR information.
5. **SIGNATURE:** The Certifier shall adopt as its electronic signature the Personal Identification Number (PIN) assigned by the Connecticut DEEP following acceptance of this Agreement. The Certifier agrees that any such Signature affixed to or associated with any transmitted electronic DMR 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 NetDMR 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. **DEFINITIONS:** Whenever used in this Agreement or any documents incorporated into this Agreement by reference, the following terms shall be defined as follows:
 - 6.1 **Personal Identification Number (PIN).** Assigned by the Connecticut DEEP following acceptance of this Agreement, each PIN will consist of a unique sequence of alpha-numeric characters and shall constitute the electronic signature of a Certifier.
 - 6.2 **Compromise.** When the PIN is intentionally or unintentionally given, disclosed, delegated, or otherwise made available, including any theft or loss, to any other person, organization, or entity.
 - 6.3 **Writing.** Any electronic DMR properly transmitted pursuant to this Agreement shall be considered to be a “writing” or “in writing.”
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 PIN:** Each Certifier shall be a Conn. Gen. Stat. section 22-430 or 22a-430b permittee or a person identified by the permittee as a representative authorized 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, the Connecticut

DEEP will inactivate or revoke a PIN where the Certifier is no longer an authorized representative. Each Certifier expressly agrees that the Connecticut DEEP may act immediately and unilaterally in any decision to suspend, inactivate, revoke, or otherwise disallow use of a PIN by any Certifier, 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 PIN:** The Certifier must protect the security and confidentiality of any PIN from compromise and shall take all necessary steps to prevent loss, disclosure, modification, or unauthorized use. The Certifier shall notify the Connecticut DEEP immediately, but not later than one business day, if it has reason to believe the security of any PIN has been compromised and must request a change. If the Connecticut DEEP has reason to believe that PIN security has been compromised, the Connecticut DEEP will consult with the Certifier, when practical, and initiate PIN changes were necessary. The Certifier is responsible for immediately notifying the Connecticut DEEP in writing of termination of employment, reassignment, or any other change affecting the status of a Certifier for purposes of this Agreement.
10. **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 within the time period provided by such law.
11. **CONTINUATION OF OPERATIONS:** In the event that electronic submission of DMR data is not possible, it is the responsibility of the certifier to submit paper copies in accordance with the requirements of the authorizing permit. Failure to submit DMR data by the date required by the permit is a violation and will be recorded as such.
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 either party. Upon termination of this agreement, the associated ability to submit electronic DMR information through NetDMR will also terminate. This subscriber agreement becomes effective upon notification of approval by the Connecticut DEEP to the Certifier (which may be either/or an automated message from the NetDMR software, or separate notification). The Connecticut DEEP 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 person, entity, or organization to another. This subscriber agreement should be periodically reviewed and amended or revised when required. The requirements of this subscriber agreement may, eventually, be incorporated into the CGS 22a-430 and/or 22a-430b permit so that they would be renewed at the time of each discharge permit reissuance. 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 chapter 446k of the Connecticut General Statutes, RCSA section 22a-430, *et. seq.*, CGS 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. **CERTIFIER AGREEMENT:**
 - i. The Certifier understands and agrees that it is the responsibility of the Certifier to: To protect its account and PIN from compromise, not allow anyone else to use its account, and not share the Certifier's PIN with any other person, entity or organization;
 - ii. To change its PIN if the Certifier believes it becomes known to any other person;
 - iii. To promptly report to Connecticut DEEP any evidence of the loss, theft, or other compromise of its account or PIN not later than one business day;
 - iv. To notify Connecticut DEEP, in writing, if the Certifier terminates its employment, is reassigned or any there is other change in status that affects the Certifier's status pursuant to this Agreement. Notification should occur as soon as this change occurs.
 - v. To review, in a timely manner, the e-mail and onscreen acknowledgements and copies of electronic documents submitted through my account to NetDMR;
 - vi. To report any evidence of discrepancy between the an electronic DMR submitted, and what NetDMR received (*see* RCSA Section 22a-430-3(b)(9)(C));
 - vii. That in no event will Connecticut DEEP be liable to the Certifier or its 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 Connecticut DEEP or anyone else has been advised of the possibility of such damages, or for any claim by any other party. That 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. CERTIFIER SIGNATURE: The Certifier understand that he/she will be held as legally bound, obligated, and responsible by the PIN, which constitutes its electronic signature, as by its handwritten signature and the PIN/electronic signature can be enforced in the same manner as a DMR submitted with a handwritten signature.

Connecticut DEEP NetDMR Subscriber Agreement

B. Subscriber Information

The Subscriber is the individual that intends to sign DMRs and signs this subscriber agreement in Section F.

User Name:	<i>The name used in NetDMR to create your account. (Usually your email address)</i>
Subscriber Name:	<i>Your name.</i>
Organization:	<i>Town or City</i>
Email Address:	<i>The email address of user.</i>
Phone Number:	<i>Your phone number.</i>

C. Permit Information

Signing privileges are requested for the following permit(s):

Permit ID	Facility Name	Facility Address

This request is (check one):

- NEW: the first request by this facility to use NetDMR reporting.
- REQUEST FOR REACTIVATION: a re-activation of NetDMR reporting for a facility that had discontinued using NetDMR
- CONTINUATION WITH NEW AUTHORIZATION: an updated subscriber agreement submitted because the signatory authority and/or subscriber at the facility has changed
- RENEWAL: an updated form submitted when a permit application is submitted
Permit ID(s): _____
- INACTIVATION: Explain reason for inactivation in the box below and identify whether the inactivation is temporary or permanent
Permit ID(s): _____

Notes to Permitting Authority (Optional unless Inactivating):

D. Inactivation/Removal

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

Checklist - Permitting Authority Use Only:

Check	Name	Date
Form Received by		
Verified ICIS-NPDES Permit Limits		
Connecticut DEEP Approves NetDMR Authorization		
ICIS-NPDES NetDMR Flag Populated		
User Approved in NetDMR Application		
Notification to User		
Inactivated?		