



General Permit Registration Form for the Discharge of Stormwater Associated with Industrial Activity

**Part I: Registration Types**

Registration Types	
<input type="checkbox"/>	<p><b>New Registration</b></p> <p>Are you on a site where industrial activity has been previously located? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Are you proposing a new industrial activity on a site where industrial activity has not been previously located? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<input checked="" type="checkbox"/>	<p><b>Replacement of NPDES</b></p> <p>If selected, please provide on the line below permit #'s for the previously authorized discharge(s) <u>GSI000977</u></p>

**Part II: Fee Information**

A fee of \$312.50 applies to:  
Municipalities (50% discount of \$625 fee per CGS 22a-6)

A fee of \$625.00 applies to:  
Companies that employ fewer than fifty (50) employees statewide (excluding seasonal employees employed no more than 120 days in a year) **or** have gross annual sales of less than five (5) million dollars.  
Federal or state operated industrial activities.

A fee of \$1,250.00 applies to:  
Companies that employ fifty (50) or more employees statewide (excluding seasonal employees employed no more than 120 days in a year) **and** have gross annual sales of greater than five (5) million dollars.

The registration will not be processed without the fee. The registration fee is non-refundable and shall be paid by check or money order payable to the Department of Energy and Environmental Protection.

**Part III: Registrant Information**

1. Registrant /Client Name: STAN CHEM, INCORPORATED  
Registrant Type: Registrant  
Secretary of the State business ID #: 0070547  
Mailing Address: 401 BERLIN ST  
City/Town: EAST BERLIN State: CT Zip Code: 06023  
Business Phone: (860) 828-0571 ext.: \_\_\_\_\_  
*Example:(xxx) xxx-xxxx*  
Contact Person: Tangala Schumpert Title : Plant Manager  
E-Mail: \_\_\_\_\_  
Additional Phone Number (if applicable): \_\_\_\_\_ ext. \_\_\_\_\_

2. Verify that the Registrant is the **operator** of the proposed activity:  Yes

**Part III: Registrant Information (continued)**

3. Billing Contact

Contact Person: Alisa Werst Title: EHS Manager

Mailing Address: 401 BERLIN ST

City/Town: EAST BERLIN State: CT Zip Code: 06023

Business Phone: \_\_\_\_\_ ext. \_\_\_\_\_

Email: AWERST@STANCHEM-INC.COM

4a. Primary contact for departmental correspondence and inquiries.

Contact Person: Alisa Werst Title: EHS Manager

Mailing Address: 401 BERLIN ST

City/Town: EAST BERLIN State: CT Zip Code: 06023

Business Phone: \_\_\_\_\_ ext. \_\_\_\_\_

Email: AWERST@STANCHEM-INC.COM

4b. Site contact if registrant is out of state.

Not applicable

Contact Person: Alisa Werst Title: EHS Manager

Mailing Address: 401 BERLIN ST

City/Town: EAST BERLIN State: CT Zip Code: 06023

Business Phone: \_\_\_\_\_ ext. \_\_\_\_\_

Email: AWERST@STANCHEM-INC.COM

5. List engineering consultant, attorney or other representative employed or retained to assist in preparing the registration or maintaining permit compliance.

Consultant/Firm Name: Triton Environmental, LLC Consultant Type: Environmental Consultant

Contact Person: Paul Simonetta Title: Engineer Consultant

Mailing Address: 385 CHURCH ST

City/Town: GUILFORD State: CT Zip Code: 06437

Business Phone: (203) 458-7200 ext. \_\_\_\_\_

Email: psimonetta@tritonenvironmental.com

Secretary of the State business ID #: \_\_\_\_\_

6. Select the ownership type of the facility. Privately Owned Facility

**Part IV: Site Information**

1.

Site Name: STANCHEM, INC.

Street Address or Location Description: 401 BERLIN ST

City/Town: EAST BERLIN State: CT Zip Code: 06023

2. Primary Sector: C - Chemical and Allied Products Manufacturing

Primary SIC Code: 2851 - Paints, Varnishes, Lacquers, Enamels, and Allied Products

Primary NAICS Code: 325510 - Paint and Coating Manufacturing

2.a Is there a Co-Located Sector?  Yes  No

Co-Located Sector:	<u>C - Chemical and Allied Products Manufacturing</u>
Co-Located SIC Code:	<u>2821 - Plastics Materials, Synthetic Resins, and Nonvulcanizable Elastomers</u>
Co-Located NAICS Code:	<u>325211 - Plastics Material and Resin Manufacturing</u>

3. a. Are you proposing to authorize a stormwater discharge from a **new** road salt de-icing materials storage facilities at the site in question?  Yes  No

Note: If "**yes**", proceed to 3b. If "**no**", proceed to question 4.

b. Is the site within 250 feet of a well utilized for potable drinking water supply or within a Level A aquifer protection area as defined by mapping pursuant to Section 22a-354c of the Connecticut General Statutes?  Yes  No  NA

Note: If you answered "**yes**" to both the questions 3a and 3b, you are **NOT** eligible to register under this permit. Contact [DEEP.StormwaterStaff@ct.gov](mailto:DEEP.StormwaterStaff@ct.gov) for further guidance.

4. Is there an existing road salt or deicing materials storage unit that is or will be in place for more than 180 days a year at the site?  Yes  No

5. a. Is there exposure or the potential for exposure of your stormwater to mercury?  Yes  No

b. Is there exposure or the potential for exposure of your stormwater discharge to Polychlorinated biphenyls (PCBs)?  Yes  No

6. **INDIAN LANDS:**

a. Does the facility discharge to federally recognized Indian Country Lands?  Yes  No

Note: If you answered "**yes**" to question 6a, you are **NOT** eligible to register under this permit. Contact [DEEP.StormwaterStaff@ct.gov](mailto:DEEP.StormwaterStaff@ct.gov) for further guidance.

## Part IV: Sector Related Additional Questions

If you selected either your Primary Regulated Sector or Co-Located Sector as "A"

1. Does this discharge point receive discharge resulting from spray down or intentional wetting of logs at wet deck storage areas?  Yes  No  NA

If you selected either your Primary Regulated Sector or Co-Located Sector as "J"

1. Does this discharge point receive mine dewatering discharges from crushed stone mines, construction sand and gravel mines, or industrial sand mines?  Yes  No  NA

If you selected your Primary Regulated Sector as "A"

1. Does your facility manufacture, use, or store creosote or creosote-treated wood in areas that are exposed to precipitation?  Yes  No  NA

If you selected your Primary Regulated Sector as "J"

1. Does your facility conduct blasting?  Yes  No  NA

If you selected your Primary Regulated Sector as "S"

1. Does the facility conduct aircraft de-icing utilizing area?  Yes  No  NA  
2. Does the facility conduct aircraft de-icing utilizing ethylene glycol?  Yes  No  NA  
3. Does the facility conduct aircraft de-icing utilizing propylene glycol?  Yes  No  NA

If you selected your Primary Regulated Sector as "AF"

1. Does the facility store solid de-icing materials, even in small quantities?  Yes  No  NA  
2. Is the facility used exclusively for solid de-icing material storage (e.g., a satellite station)?  Yes  No  NA  
3. Are vehicle repair or maintenance activities conducted on-site at the facility?  Yes  No  NA

**Part IV: Site Information (continued)**

**7. COASTAL BOUNDARY:**

The site is located in a coastal boundary.

Yes  No

**8. ENDANGERED OR THREATENED SPECIES:**

The site is located in an area identified as a habitat for endangered, threatened or special concern species.

Yes  No

NDDB Determination number: \_\_\_\_\_

**9. AQUIFER PROTECTION AREAS:**

The site is within a level A aquifer protection area.

Yes  No

**10. CONSERVATION OR PRESERVATION RESTRICTION:**

Is the property subject to a conservation or preservation restriction?

Yes  No

**Part V: Stormwater Discharge Information**

**Table 1**

**1. Identify the type, material, size and location of conveyances, outfalls, or channelized flows that convey your discharges:**

Outfall #	a) Type	b) Pipe Material	c) Pipe Size	d)		e) What method was used to obtain your latitude /longitude information?	f) Is Substantially Identical to another outfall?
				Longitude (-xx.xxxxxx)	Latitude (xx.xxxxxx)		
001	Other Sheet Flow	Concrete	Select One	-72.713346	41.619624	ezFile Portal Map	No
002	Pipe	Concrete	24"	-72.713400	41.620442	ezFile Portal Map	No
003	Pipe	Concrete	24"	-72.714065	41.621437	ezFile Portal Map	No
004	Pipe	Concrete	24"	-72.714741	41.621954	ezFile Portal Map	No
	Select One	Select One	Select One			Select One	

**Part V: Stormwater Discharge Information (continued)**

**Table 2**

2. Provide the following information about the receiving water(s)/wetland(s) that receive stormwater runoff from your site, either directly or through the Municipal Separate Storm Sewer System (MS4):				
Outfall #	a) To what system or receiving water does your stormwater runoff discharge? either "Surface Waterbody" or "Wetland" or "Publicly or privately owned".(If you select Wetland or Publicly or privately owned, columns c.1&2 of this table are not required to be completed)	b) What is your watershed ID (freshwater) or 305b ID (estuary)?	c.1) Is your receiving water identified as an impaired water?	If you answered yes to question c.1, then answer the question below.
				c.2) Has any Total Maximum Daily Load (TMDL) been approved for your receiving waterbody?
001	Surface Waterbody (i.e. stream, brook, river etc.)		<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NA	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NA
002	Surface Waterbody (i.e. stream, brook, river etc.)		<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NA	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NA
003	Surface Waterbody (i.e. stream, brook, river etc.)		<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NA	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NA
004	Surface Waterbody (i.e. stream, brook, river etc.)		<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NA	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NA
	Select One		<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA

3. TMDL Records:										
Outfall #	Name	Year	Name	Year	Name	Year	Name	Year	Name	Year
001										
002										
003										
004										

## Part VI: Pollution Prevention Plan Availability

All applicants must submit a completed and approvable Stormwater Pollution Prevention Plan (SWPPP).

## Part VII: Confidential Information in the Pollution Prevention Plan

If the registrant claims that certain elements of the Plan constitute a trade secret or are otherwise exempt from the disclosure requirements of the state Freedom of Information Act (FOIA), they shall follow the procedure below regarding information subject to FOIA requirements.

Does your plan withhold certain confidential information from the public?

Yes  No

Please see directions below regarding withholding information.

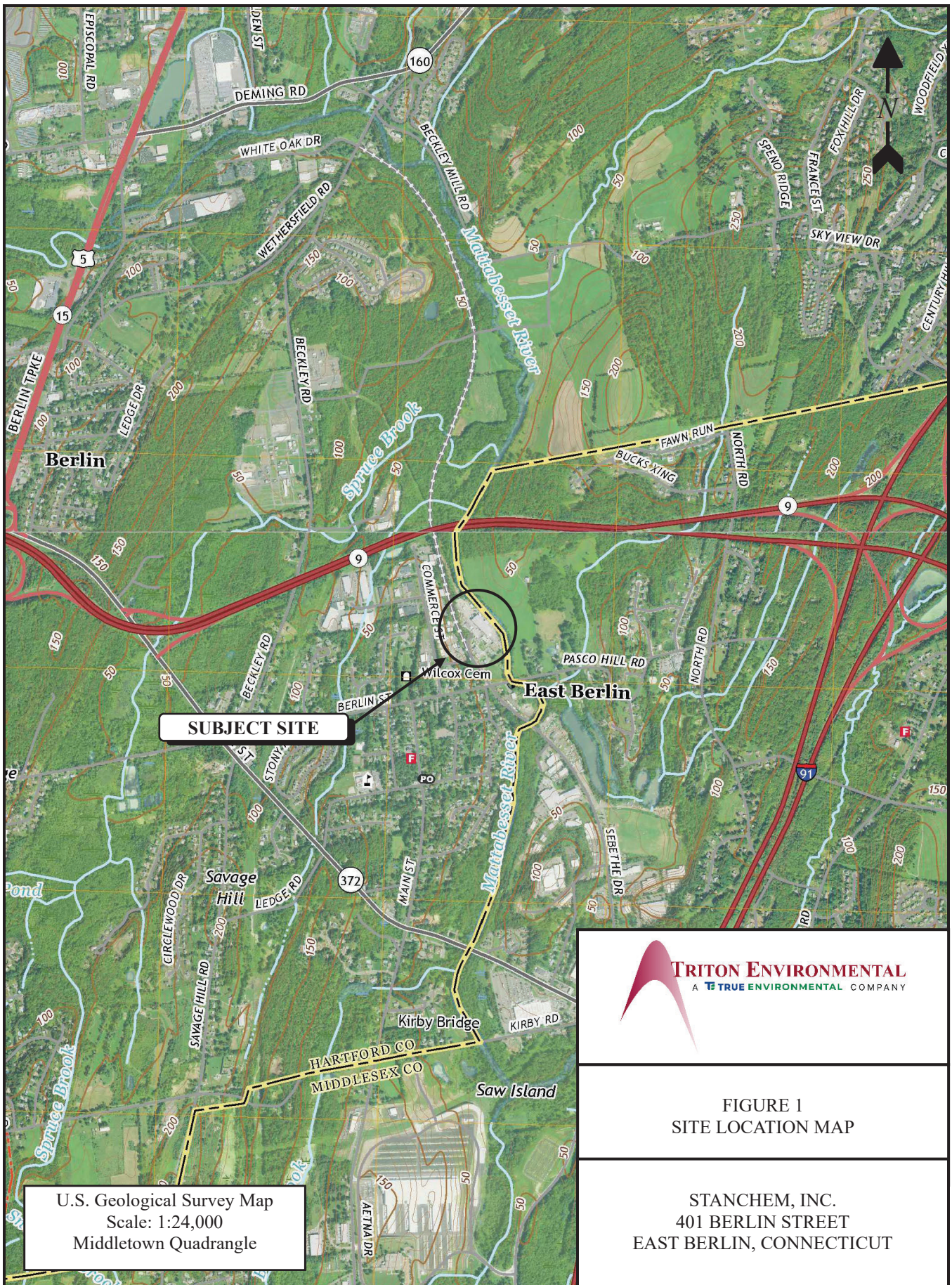
### Instructions for plan confidentiality:

Under the Connecticut Freedom of Information Act (FOIA), a Registrant may have reason to withhold from public disclosure certain information in a plan or document prepared and maintained pursuant to a requirement of the general permit. Such information in a plan or document may be redacted provided the Registrant makes specific notation on the registration form filed with the Department: (1) that such claim is being made with a brief explanation of the type of information being withheld or redacted and the reason(s) therefore; and (2) of the location within the plan or document where such information has been redacted review either or removed. A plan or document that is being made available for public on a website or provided directly to a member of the public as a hardcopy may be in its redacted form. However, when the Department requests such plan or document be submitted for Department review, the Department will require that it be submitted in its unredacted form, in which case the Registrant must specify the information within such plan or document that is claimed to be confidential with the specific notations described above. The Department will not release any such information to the public which the Registrant claims must be withheld unless a determination has been made by the Department and any subsequent appeal of such determination filed with the Connecticut Freedom of Information Commission results in a determination that such information shall not be withheld from the public. If the Registrant seeks a determination regarding such claim of confidentiality from the Connecticut Freedom of Information Commission without obtaining a prior determination from the Department, the Registrant shall notify the Department in writing of such pending determination, at which time the Department will not release such information to the public unless otherwise determined by the Connecticut Freedom of Information Commission.

**Part VIII: Registrant Certification**

The registrant *and* the individual(s) responsible for actually preparing the registration must sign this part. A registration will be considered incomplete unless all required signatures are provided.

<p>"I hereby certify that I am making this certification in connection with a registration under the General Permit for the Discharge of Stormwater Associated with Industrial Activity, submitted to the Commissioner for an activity located on this application and that all terms and conditions of the general permit are being met for all discharges which have been created, initiated, or maintained, and such activity is eligible for authorization under such permit. I further certify that a system is in place to ensure that all terms and conditions of this general permit will continue to be met for all discharges authorized by this general permit at the site. I certify that I have personally examined and am familiar with the information that provides the basis for this certification, including but not limited to all information described in Section 2.2.16.1 of such general permit, and I certify, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining such information, that the information upon which this certification is based is true, accurate and complete to the best of my knowledge and belief. I certify that I have made an affirmative determination in accordance with Section 2.2.16.2 of this general permit. I understand that the registration filed in connection with such general permit is submitted in accordance with and shall comply with the requirements of Section 22a-430b of Conn. Gen. Stat. I also understand that knowingly making any false statement in the submitted information and in this certification may be punishable as a criminal offense, including the possibility of fine and imprisonment, under Section 53a-157b of the Conn. Gen. Stat., and any other applicable law."</p>	
<hr/>	
<p><b>Signature of Registrant and Date</b></p>	
<p>Tangala Schumpert</p>	<p>Plant Manager</p>
<p><b>Name of Registrant (print or type)</b></p>	<p><b>Title (if applicable)</b></p>
<hr/>	
<p><b>Signature of Preparer and Date</b></p>	
<hr/>	
<p><b>Name of Preparer (print or type)</b></p>	<p><b>Title (if applicable)</b></p>
<hr/>	



**SUBJECT SITE**

U.S. Geological Survey Map  
 Scale: 1:24,000  
 Middletown Quadrangle



FIGURE 1  
 SITE LOCATION MAP

STANCHEM, INC.  
 401 BERLIN STREET  
 EAST BERLIN, CONNECTICUT

Base map is from [www.usgs.gov](http://www.usgs.gov) map data center. Dated 2021  
 P:\PROJECTS\105000\105100-149\105143\Site Location Map\105143-

## Appendix B Registration Certification

### Certification Requirement for Registration

As part of your registration for coverage under this general permit, you (the registrant) and any other individual(s) primarily responsible for preparing the registration must submit a written certification to the Commissioner.

- This certification must, at a minimum, comply with the official certification statement below.
- The language of the certification may not be altered in any way.
- A copy of this certification, along with any supporting documentation, must also be included in the Stormwater Pollution Prevention Plan (SWPPP) and kept on site.

**Certification:** I hereby certify that I am making this certification in connection with a registration under the General Permit for the Discharge of Stormwater Associated with Industrial Activity, submitted to the Commissioner by [StanChem, Inc.](#) for an activity located at [401 Berlin Street East Berlin, CT.](#) and that all terms and conditions of the general permit are being met for all discharges which have been created, initiated or maintained and such activity is eligible for authorization under such permit. I further certify that a system is in place to ensure that all terms and conditions of this general permit will continue to be met for all discharges authorized by this general permit at the site.

I certify that I have personally examined and am familiar with the information that provides the basis for this certification, including but not limited to all information described in Section 2.2.16.1 of such general permit, and I certify, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining such information, that the information upon which this certification is based is true, accurate and complete to the best of my knowledge and belief. I certify that I have made an affirmative determination in accordance with Section 2.2.16.2 of this general permit.

I understand that the registration filed in connection with such general permit is submitted in accordance with and shall comply with the requirements of Section 22a-430b of Regs. Conn. State Agencies. I also understand that knowingly making any false statement made in the submitted information and in this certification may be punishable as a criminal offense, including the possibility of fine and imprisonment, under section 53a-157b of the Regs. Conn. State Agencies and any other applicable law.

<b>Certifier Name:</b>	<a href="#">Tangala Schumpert</a>	<b>Certifier Title:</b>	<a href="#">Plant Manager</a>
<b>Certifier Signature:</b>		<b>Date:</b>	
<b>Site/Facility Name and Address:</b>	<a href="#">StanChem, Inc.</a> <a href="#">401 Berlin Street East Berlin, CT</a>	<b>General Permit No.:</b>	<a href="#">CTR050000</a>



## Subscriber Agreement

### Instructions Page

#### Purpose

The CT DEEP **Subscriber Agreement** (“SA”) is required for the **submittals using an electronic signature**, as an alternative to using paper forms to fulfill filing requirements for applicable Connecticut and federal law and regulations. The 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”).

#### 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.

##### **1.0 The Responsible Official is referred to as 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.**
- The Signatory Authority **may duly authorize** other individual(s) to sign and submit Discharge Monitoring Reports on their behalf, but does not have to.

##### **2.0 The Delegated Individual is referred to as 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.

#### Where to Submit

- For Stormwater Program applications & permits submit the signed Agreements to [DEEP.Stormwaterstaff@ct.gov](mailto:DEEP.Stormwaterstaff@ct.gov)
- For all other WPED applications & permits submit the signed Agreements to [DEEP.NetDMR@ct.gov](mailto: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. Regulated Person Information

INFORMATION			
<b>Applicant Name</b>			
<b>Mailing Address</b>			
<b>City/Town</b>		<b>State</b>	<b>Zip Code</b>
<b>Business Phone No.</b>		<b>Extension No.</b>	
<b>Contact Person</b>			
<b>Title</b>			
<b>*Email</b>	*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.		
<b>Applicant Type</b>	<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		
	<b>If a business entity:</b>	<b>Business Type</b>	<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:
		<b>Secretary of the State business ID No.</b>	<input type="checkbox"/> Check here if your business is <b>NOT</b> registered with the Secretary of State’s office.
		<i>This information can be accessed at the Secretary of State’s database.  <a href="#">(CT.gov Business Records Search Tool.)</a></i>	
<b>Permit Type</b>	<input type="checkbox"/> Individual <input type="checkbox"/> General <input type="checkbox"/> Other <input type="checkbox"/> Wastewater <input type="checkbox"/> Stormwater <input type="checkbox"/> Domestic / mixed wastewater		

### 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

Company Name / Organization: _____	
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					
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 Type	<input type="checkbox"/> Individual <input type="checkbox"/> General <input type="checkbox"/> Other <input type="checkbox"/> Wastewater <input type="checkbox"/> Stormwater <input type="checkbox"/> Domestic / mixed wastewater 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 mail original to the address noted in the instructions.**