

November 6, 2014

Mr. David Ramsey
Environmental Program Coordinator, Water Division
Arkansas Department of Environmental Quality
5301 Northshore Drive
North Little Rock, AR 72118-5317
ramsey@adeq.state.ar.us


Re: NetDMR Subscriber Agreement

Dear Mr. Ramsey:

Please find enclosed the NetDMR Subscriber Agreement for NPDES Permit's AR0050296, AR0049743, AR0033723, and AR0033936. Please review the document and send an email confirmation when Signatory Authority has been granted for all permits.

If you have any questions or concerns, do not hesitate to contact me at (870) 862-6451.

Sincerely,



Mark Smith
General Manager
El Dorado Water Utilities
500 North Washington, El Dorado, AR 71730
Ph: 870-862-6451
Fax: 870-863-9201
mark@eldoradowater.com

Enclosures

NetDMR Subscriber Agreement Instructions Page
This form can be used for permits issued by: Arkansas DEQ

Purpose

The NetDMR Subscriber Agreement should be used by Clean Water Act National Pollutant Discharge Elimination System (NPDES) permit holders that would like to apply to submit Discharge Monitoring Reports (DMRs) electronically, or change/update your reporting status information from a previously-submitted application. Submission of DMRs electronically is an alternative to using paper forms to fulfill the reporting requirements of the CWA NPDES program pursuant to 40 CFR 122.41(l)(4).

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 40CFR 122.22 (a) must sign this document as the Signatory Authority in Section E of this document.
- 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 in 40CFR 122.22(b) and the duly authorized representative must sign as the Subscriber (see Section F).
- If a Signatory Authority has more than one NPDES permit for which they are responsible, and the regulatory authority allows multiple permits on a single Subscriber Agreement, then this document 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.
- This Subscriber Agreement cannot be used to register multiple permits that are issued by different regulatory authorities.

Where to Submit

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

Arkansas DEQ
Attn: Water Enforcement
Arkansas Department of Environmental Quality
5301 Northshore Drive
North Little Rock , AR 72118-5317

Questions?

For help or questions please contact the Arkansas DEQ at 501-682-0615 or ramsey@adeq.state.ar.us. You will receive a confirmation email from netdmr-notification@epa.gov when your application has been processed and approved. Thank you for helping us reduce paper use by choosing to electronically submit your DMRs.

A. Subscriber Information

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

User Name: mark@eldoradowater.com
Subscriber Name: Mark Smith
Organization: El Dorado Water Utilities
Email Address: mark@eldoradowater.com
Phone Number: 870-862-6451

B. Permit Information

Signing privileges are requested for the following permits:

Permit ID	Facility Name	Facility Address	Relationship	Authorized By
AR0050296	EL DORADO JOINT PIPELINE	6 MILES DUE EAST OF HWY 167 EL DORADO, AR 00000	Parent	Self
AR0049743	EL DORADO WATER UTILITIES	N: 1119 VICTOR DUMAS DR AND S: 325 QUAIL CROSSING EL DORADO, AR 71730	Parent	Self
AR0033723	EL DORADO WATER - SOUTH PLANT	325 QUAIL CROSSING EL DORADO, AR 71730	Parent	Self
AR0033936	EL DORADO WATER - NORTH	1119 VICTOR DUMAS DR ELDORADO, AR 71730	Parent	Self

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):

C. 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 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 Regulatory Authority 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 Regulatory Authority 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. Acceptance and execution of this agreement by the Regulatory Authority 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 the Regulatory Authority.

3. **RECEIPT:** A Document shall be deemed to have been received by the Regulatory Authority when it is accessible by the Regulatory Authority, can be fully processed and is syntactically correct to the specified electronic transfer protocol that may be modified from time to time by the Regulatory Authority. No Document 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, EPA's database 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 regulatory authority a new subscriber agreement with the "Inactivation" check box selected. If the regulatory authority 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, NetDMR shall process the Document to make it accessible to the Regulatory Authority 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 NetDMR system.

5. **SIGNATURE:** The Certifier shall adopt as its electronic signature any Personal Identification Number (PIN) assigned by the Regulatory Authority 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 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. **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 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 Regulatory Authority will inactivate or revoke a PIN where the Certifier is no longer an authorized representative. Each Certifier expressly agrees that the Regulatory Authority may act immediately and unilaterally in any decision to suspend, inactivate, revoke, or otherwise disallow use of a PIN by any Certifier, where the Regulatory Authority 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 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.

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 NetDMR will also terminate. This subscriber agreement becomes effective upon notification of approval by the Arkansas DEQ to the Certifier (which may be either/or an automated message from the NetDMR 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. The requirements of this subscriber agreement may, eventually, be incorporated into the NPDES permit so that they would be renewed at the time of each discharge permit reissuance. The regulatory authority reserves the right to approve or disapprove this subscriber agreement.
12. **GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with 40 CFR 122, 40 CFR 3, and other applicable state provisions.
13. **AGREEMENT:**
I agree:
- i. 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;
 - ii. To change my password if I believe it becomes known to any other person;
 - iii. To promptly report to Regulatory Authority any evidence of the loss, theft, or other compromise of my account or password not later than one business day;
 - iv. To notify Regulatory Authority, 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 NetDMR. Notification should occur as soon as this change occurs;
 - v. To review, in a timely manner, the email and onscreen acknowledgements and copies of documents submitted through my account to NetDMR;
 - vi. To report any evidence of discrepancy between the document submitted, and what NetDMR received;
 - vii. That in no event will Regulatory Authority 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 Regulatory Authority or anyone else has been advised of the possibility of such damages, or for any claim by any other party. Regulatory Authority 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.

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

D. Inactivation/Removal

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

E. Signatory Authorization

The signatory authority is the appropriate individual identified under 40 CFR 122.22 with the authority to sign permit applications, reports, and other permit-required submittals (e.g., DMRs).

F. Subscriber Signature

The subscriber is the NetDMR user that submits this agreement to request to electronically sign DMRs. The subscriber is given signatory authority to sign reports and other information (e.g. DMRs) either under 40 CFR 122.22(a) or is delegated signatory authority by the individual(s) identified as the signatory authority in Section E of this agreement [See 40 CFR 122.22(b)].

Permit ID: AR0050296

I, Mark Smith, have the authority to enter into this Agreement for EL DORADO JOINT PIPELINE and Permit ID AR0050296 under the applicable standards.

Permit ID: AR0049743

I, Mark Smith, have the authority to enter into this Agreement for EL DORADO WATER UTILITIES and Permit ID AR0049743 under the applicable standards.

Permit ID: AR0033723

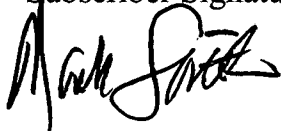
I, Mark Smith, have the authority to enter into this Agreement for EL DORADO WATER - SOUTH PLANT and Permit ID AR0033723 under the applicable standards.

Permit ID: AR0033936

I, Mark Smith, have the authority to enter into this Agreement for EL DORADO WATER - NORTH and Permit ID AR0033936 under the applicable standards.

By submitting this application to Arkansas DEQ I, Mark Smith, 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 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

11.7.14

Print this form, save a copy for your records, and mail to:

Arkansas DEQ

Attn: Water Enforcement

Arkansas Department of Environmental Quality

5301 Northshore Drive

North Little Rock , AR 72118-5317

Checklist - Permitting Authority Use Only:

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

El Dorado Water Utilities
500 N. Washington
El Dorado, AR 71730



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Water Division

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