



## Appendix B. HRSD Electronic Signature Agreement FOR USE OF HRSD ENVIRONMENTAL REPORTING SYSTEM (HERS)

Use this Electronic Signature Agreement (ESA) to request Responsible Official (RO) privileges, which allow the user to electronically submit permitting and monitoring data to HRSD.

### B.1 Responsible Official (RO) Information

HERS User Name: \_\_\_\_\_

HERS User Name is generated during account creation process. If you have not already done so, please create account at <https://www.govonlineaas.com/va/hrsd/public>

Legal Full Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

### B.2 Facility Information

Responsible Official (RO) privileges are requested for the following facilities:

Permit No.	Facility Name	Facility Physical Address

#### Submittal Reason:

☐ **Initial:** This is the first ESA submitted for this user account to act as the RO for the above facilities.

☐ **Change:** This ESA represents changes to privileges for an existing user account.

☐ **Reactivation:** This is a re-activation of a user account to act as the RO for the above facilities.

Notes to HRSD (optional):

***This original ESA form must be submitted to HRSD with a wet-ink signature.***

***When completed, print and sign this form, save a copy for your records and mail to:***

HRSD P3 Department - Environmental Reporting System, PO Box 5902, Virginia Beach, VA 23471-0902

***Once this form is reviewed and approved, HRSD will associate the facilities listed in Section B.2 to your user account.***

#### For HRSD Use Only

Review Date: \_\_\_\_\_ Reviewed by: \_\_\_\_\_ Approved? Yes No  
Approval Date: \_\_\_\_\_ Denial Date: \_\_\_\_\_ Reason: \_\_\_\_\_

### B.3 Responsible Official Designation by the Signatory Authority

The RO must meet EPA's criteria of a signatory authority:

- 1) A responsible corporate officer (e.g. president, secretary, treasurer, or vice president of the corporation) or the manager of one or more manufacturing, production or operating facilities if the facility is a corporation;
- 2) A commanding officer, director or highest official appointed or designated to oversee the operation if the facility is a municipality, State, Federal or other public agency;
- 3) A general partner or proprietor, if the facility is a partnership or sole proprietorship, respectively; or
- 4) A duly authorized representative of an individual in 1, 2 or 3 above if such representative is responsible for the overall operation of the facility and/or the environmental matters for the facility.

If you meet the signatory criteria as described in 1, 2 or 3 above, you are a **Signatory Authority**. If you are not designating another person as Responsible Official, you can skip this section and proceed to Section B.4.

In many cases, a signatory authority may wish to designate a person as a RO for signing and submitting permit required documents electronically using the HRSD Environmental Reporting System. If you meet the criteria in 4 above, you are a **Designated Responsible Official**. You and the Signatory Authority must complete Section B.3 and B.4.

#### A. For the Signatory Authority:

I hereby designate (name) \_\_\_\_\_ as my designated RO for the purpose of certifying and submitting data to HRSD electronically using the HRSD Environmental Reporting System for the facilities listed in Section B.2.

_____ Name of Signatory Authority	_____ Title of Signatory Authority	_____ Date
_____ Signature of Signatory Authority	_____ Email address of Signatory Authority	

#### B. For designated Responsible Official:

I understand that as a designated Signatory Authority and RO, I am responsible for ensuring accurate collection and representation of all information submitted electronically in the HRSD Environmental Reporting System for the facilities listed in Section B.2.

_____ Name of designated RO	_____ Title of designated RO	_____ Date
_____ Signature of designated RO	_____ Email address of designated RO	

### B.4 Responsible Official (RO) Signature

The RO is the person who submits this Agreement to request the ability to electronically certify and submit data to HRSD.

#### For Signatory Authority:

For the facilities listed in Section B.2, I, \_\_\_\_\_, have the authority to enter into this Agreement under the applicable criteria.

#### For Designated ROs:

For the facilities listed in Section B.2, I, \_\_\_\_\_, am authorized by the Signatory Authority named in Section B.3 of this Agreement, who has the organizational authority to enter into this Agreement under the applicable criteria.

By submitting this Agreement to HRSD, I have read, understand, and accept the terms and conditions in Section B.5. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this Agreement and all attachments 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 fines and imprisonment.

_____ Signature of RO	_____ Date
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## B.5 Terms and Conditions

1. **DEFINITION:** A Responsible Official (RO) refers to any signer of this document. An individual must meet EPA's signatory requirements to be an RO.
2. **PURPOSE:** This agreement creates legally binding obligations for the parties using the specified data transmission protocols and the HRSD Environmental Reporting System. The RO acknowledges that proof that a particular signature device was used to create an electronic signature will suffice to establish that the individual uniquely entitled to use the device did so with the intent to sign the electronic document and give it effect and that the individual is as legally bound, obligated, and responsible by use of the RO's electronic signature as by hand-written signature.
3. **VALIDITY AND ENFORCEABILITY:** By this Agreement the parties agree to follow HRSD procedures to create binding regulatory reporting documents using electronic transmission and receipt of such records, consistent with the provisions of 40 CFR Part 3 (CROSS-MEDIA ELECTRONIC REPORTING Requirements, CROMERR). Acceptance and execution of this agreement by HRSD is shown by the issuance of a personal identification number (PIN) to the Certifier. Consistent with 40 CFR Part 3, electronic signatures under this agreement have the same force and effect as a written signature. Written signatures will remain on file with HRSD.
4. **RECEIPT:** A submission is received when it is accessible by HRSD and can be fully processed. A submission does not satisfy any reporting requirement in a facility's industrial wastewater discharge permit until it is received by HRSD. For permit application and compliance reporting, the RO agrees that upon activation of the RO account for requested facilities, the HRSD Environmental Reporting System will be expecting to receive electronic transmission of reports at the interval specified in the permit. If HRSD does not receive the submissions from the RO at the expected time, the database will flag the required submissions as not received or overdue.
5. **VERIFICATION:** Upon receipt of a submission, HRSD will process the submission to make it accessible. The RO is responsible for the content of each submission, and for reviewing the accuracy of the processed document, both in accordance with the associated certification statement, as made available by the HRSD Environmental Reporting System.
6. **SIGNATURE:** The RO agrees that their personal identification number (PIN) will serve as their electronic signature following acceptance of this Agreement. The RO agrees that any such electronic signature affixed to or associated with any transmitted submission verifies (1) that the RO has the requisite authority to originate the transaction; and (2) the accuracy of the content at the time of transmittal. The RO also agrees that each submission the RO submits using their PIN constitutes their agreement with the certification statement in each transmission per 40 CFR § 403.6(a)(2) and as noted immediately below.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

7. **SECURITY:** The parties must 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 only transmitting files in an acceptable protocol.
8. **USE OF PIN:** Each RO must be a person identified by the facility as someone who meets EPA's criteria of being a signatory authority. If a PIN is compromised or there is evidence of potential compromise, HRSD will suspend the PIN and affected account. In addition, HRSD will inactivate or revoke a PIN where the RO is no longer an authorized signatory. Each RO agrees that HRSD may act immediately and unilaterally in any decision to suspend, inactivate, revoke, or otherwise disallow use of a PIN by any RO, where HRSD staff determines that such action is or may be 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. Each RO also agrees to immediately report to HRSD any compromise or potential compromise of a PIN.
9. **INABILITY TO TRANSMIT OR FILE REPORTS ELECTRONICALLY:** No party is liable for any failure to perform its obligations in connection with any Electronic Transaction or any Electronic Document, where the failure results from any act or cause beyond the party's control that prevents the party from electronically transmitting or receiving any document submissions. The RO is nonetheless required to submit records or information required by law by other means within the time period required by law, unless a written extension has been granted by HRSD.
10. **CONTINUATION OF OPERATIONS:** In the event that electronic submission of data is not possible via the HRSD Environmental Reporting System, it is the responsibility of the RO to submit paper copies in accordance with the

requirements of the Permit, or written extension granted by HRSD. Failure to submit data by the date required by the Permit or extension is a violation and will be enforced according to HRSD's Enforcement Response Plan.

11. SEVERABILITY: Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of that determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of the remaining provisions.
12. TERMINATION AND RENEWAL: This Agreement may be terminated by either party as provided herein. Upon termination of this Agreement, your ability to submit electronic information through the HRSD Environmental Reporting System will also terminate. This Agreement becomes effective upon notification of approval by HRSD to the RO (which may be an automated message from the HRSD Environmental Reporting System or by separate notification). HRSD 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. This Agreement will continue until modified by mutual consent or written notice by either party. This Agreement will be periodically reviewed and amended or revised by both parties as needed or when required by law. HRSD reserves the right to approve or disapprove this subscriber agreement. This Agreement will be terminated if the facility's Permit is also terminated.
13. GOVERNING LAW: This Agreement is governed by and interpreted in accordance with 40 CFR 127, 40 CFR 122, 40 CFR 3, and other applicable laws.
14. AGREEMENT: I and the facilities listed in Section B.2 agree:
  - a) To protect my account, password and PIN from compromise, not allow anyone else to use my account, and not share my password or PIN with any other person other than as required for my organization's internal security;
  - b) To change my password or PIN if I believe it becomes known to any other person;
  - c) To promptly report to HRSD any evidence of the loss, theft, or other compromise of my account, password or PIN within one business day;
  - d) To notify HRSD in writing, if I terminate my employment, am reassigned or if any other change in my status causes me to cease to be a Responsible Official of any of the requested facilities listed in this Agreement. Notification should occur as soon as the change occurs.
  - e) To review, in a timely manner, the email and onscreen acknowledgements and copies of data submissions transmitted through my account to the HRSD Environmental Reporting System;
  - f) To report any discrepancy of which I or my organization becomes aware between the submissions and what the HRSD Environmental Reporting System received;
  - g) That in no event will HRSD be liable to me or the facilities I represent 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 HRSD or anyone else has been advised of the possibility of such damages, or for any claim by any other party. HRSD disclaims all warranties, expressed or implied, including but not limited to warranties of merchantability and fitness for a particular purpose, with respect to the software and the accompanying written materials

I understand that I and the facilities I represent are as legally bound, obligated, and responsible by the electronic signature created as by a handwritten signature.