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EXHIBIT F150

AGREEMENT CONCERNING THE DISPOSITION OF  
WASTEWATER GENERATED AT THE DELAWARE COUNTY  
SOLID WASTE AUTHORITY, DATED JANUARY 25, 2016,  
BY AND AMONG DELCORA AND  
DELAWARE COUNTY SOLID WASTE AUTHORITY

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DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY  
P.O. Box 999 • Chester, PA 19016-0999

January 26, 2016

Joseph W. Vasturia  
CEO/Chairman  
Delaware County Solid Waste Authority  
Rose Tree Park – Hunt Club  
1521 N. Providence Road  
Media, PA 19063

RE: Agreement Concerning The Disposition  
Of Wastewater Generated At The  
Delaware County Solid Waste Authority

Dear Mr. Vasturia:

Please find enclosed one original of the fully executed agreement mentioned above with Exhibit A attached.

We have retained one original for our files. Please contact me if you have any questions. Thank you.

Sincerely,

Robert A. Powell  
Strategic Planning and Business  
Development Manager

RAP:bab  
enclosure

cc: A. Matlawski, MBM Law Office via email  
File

ADMINISTRATION

☐ 610-876-5523  
☐ FAX: 610-876-2728

CUSTOMER SERVICE/BILLING

☐ 610-876-5526  
☐ FAX: 610-876-1460

PURCHASING & STORES

☐ 610-876-5523  
☐ FAX: 610-497-7959

PLANT & MAINTENANCE

☐ 610-876-5523  
☐ FAX: 610-497-7950

**AGREEMENT CONCERNING THE DISPOSITION OF WASTEWATER  
GENERATED AT THE DELAWARE COUNTY SOLID WASTE AUTHORITY**

**THIS AGREEMENT** is made by and between:

**DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY**, a Pennsylvania municipal authority, having administrative offices at 100 East Fifth Street, Chester, PA 19013 (hereinafter referred to as "DELCORA") and

**THE DELAWARE COUNTY SOLID WASTE AUTHORITY**, a Pennsylvania municipal authority, having administrative offices at 583 Longview Road, Boyertown, PA 19512 (hereinafter referred to as the "County").

**W I T N E S S E T H:**

**WHEREAS**, DELCORA owns and operates a wastewater treatment facility located in the City of Chester, Pennsylvania, generally referred to as DELCORA's Western Regional Treatment Plant (the "WRTP"); and

**WHEREAS**, the WRTP has waste disposal facilities and capabilities; and

**WHEREAS**, the Delaware County Solid Waste Authority proposes to deliver leachate and other material to the WRTP; and

**WHEREAS**, DELCORA is agreeable to treat and dispose of the DCSWA leachate and other material in accordance with the terms and conditions contained herein;

**NOW, THEREFORE**, in consideration of these premises and of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the other, the parties hereto, each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

**Section 1. GENERAL SCOPE OF THE AGREEMENT**

**1.1. Definitions.**

"Facility" means the WRTP, DELCORA's wastewater treatment facility.

"Leachate" means water that passes through the DCSWA landfill.

"System" means the WRTP including all sewers, pumping stations, manholes and related property, assets, improvements and equipment comprising DELCORA's system for collecting, processing and treating sewage.

“Unacceptable Waste” means:

- Any waste that is hazardous as defined by the United States Environmental Protection Agency (“EPA”), Pennsylvania Department of Environmental Protection (“DEP”) and/or any other United States or Commonwealth of Pennsylvania regulatory agency having jurisdiction over wastewater treatment.
- Waste that includes toxic substances, chemical elements or compounds in quantities sufficient to impair the operation or efficiency of the System.
- Waste that contains any substance in sufficient volume to obstruct flow in pipes or otherwise interfere with the proper operation of the System.

“Waste” and “Wastewater” means leachate generated by the DCSWA at its landfill in Boyertown, Pennsylvania. On the agreement of the parties by addendum executed by both, the type of waste, within the terms of this Agreement, may be revised, modified or expanded.

1.2. DELCORA’s Commitments. DELCORA agrees to process and dispose of Waste delivered to the System in accordance with applicable federal and Pennsylvania law and regulations and any and all permits issued by the DEP for the Facility’s operation.

1.3 The DCSWA’s Commitments. The DCSWA agrees to deliver its Waste, at no cost to DELCORA, to the System at the point of connection established on the mutual agreement of the parties. The DCSWA will comply with all laws and regulations of the Commonwealth of Pennsylvania concerning waste delivered for disposal into the System. The DCSWA will pay for the treatment of the Waste in the amount and manner set forth hereinafter.

## Section 2. DELCORA’S WARRANTIES, OBLIGATIONS, COMMITMENTS AND RIGHTS.

2.1. Facility’s Operation. DELCORA shall operate the Facility in accordance with Pennsylvania law and regulations and any permit(s) issued to DELCORA for it.

2.2. DELCORA’s Solely Responsible for the Facility. DELCORA is responsible for the proper, and lawful operation of the Facility. Nothing in this Agreement shall be deemed as imposing any obligation on the DCSWA for the Facility’s operation. DELCORA shall be solely responsible for securing and maintaining any and all permits and authorizations required for the Facility to operate.

2.3. Commitment to Accept. DELCORA agrees to accept, treat and dispose of the DCSWA’s Leachate or Waste delivered to the Facility at all times during which the Facility is

operational and open during the term of this Agreement and any extension of it. DCSWA hereby acknowledges and agrees that DELCORA reserves the right to close the Facility to all incoming deliveries of Leachate or Waste if required by regulation, order or administrative directive of the EPA, DEP and/or any other United States or Commonwealth of Pennsylvania regulatory agency having jurisdiction over wastewater treatment, or whenever routine or emergency maintenance is required.

2.4. Notice to DCSWA Concerning System Operations. DELCORA agrees to give the DCSWA notice within one business day after it becomes aware of significant impairment of the System's capacity to comply with laws, regulations or permit requirements applicable thereto or if it has been found to be in violation of the parameters of permitted discharges – whether by DCSWA, Commonwealth of Pennsylvania, EPA, DEP or other authority. DELCORA agrees to send a copy of any self-reporting violations and notices of violations to the DCSWA. DELCORA shall also notify the DCSWA if it becomes aware that the System will not be able to accept deliveries from the DCSWA for more than two business days.

2.5. Right to Sample. DELCORA shall have the right to sample Leachate and Waste materials delivered for any parameter before or during intake at its own cost.

2.6. Right to Inspect. DELCORA shall have the right to inspect facilities at the DCSWA where Leachate and Waste material is collected prior to delivery to the Facility.

2.7. Right to Reject. DELCORA shall have the right to reject a delivery of Leachate and/or Waste material only if DELCORA has reasonable basis to believe (i) that the introduction of the contents may negatively impact the operation of the System or (ii) that the DCSWA or DCSWA's Leachate or Waste material is not in compliance with the applicable law or this agreement.

2.8. Excuse in DELCORA Performance. DELCORA shall not be liable for any failure to provide the services that it is to provide pursuant to this Agreement, or for any interruption, or loss or damage resulting therefrom occasioned in whole or in part by any cause or effect that is beyond the reasonable control of DELCORA (such as war, labor strike, or extreme weather) or that is beyond the reasonable anticipation or control of DELCORA. DELCORA shall not be responsible for any interruption or cessation of services due to the action of any governmental agency having jurisdiction over DELCORA. If DELCORA is unable to provide the service under the terms of this Agreement because of failure to obtain the necessary approval or licenses from the governmental agencies having jurisdiction over DELCORA, then this Agreement shall become null and void or, on the agreement of the parties, suspended for such period as they agree.

### Section 3. DCSWA'S WARRANTIES, OBLIGATIONS, COMMITMENTS AND RIGHTS.

3.1. Use of Facility Services. The DCSWA agrees to use the Facility for its disposal of Leachate and Waste materials. Nothing herein is intended or shall be interpreted as requiring that the DCSWA use the Facility if the DCSWA secures a lower-cost method of disposal that DELCORA is unwilling to match or if the DCSWA determines that use of the Facility presents unacceptable risks of liability to it.

3.2. Permit for Discharge. The DCSWA shall be solely responsible for securing and maintaining any and all permits and authorizations required for the discharge of Leachate and Waste material to the Facility and any sampling required thereunder.

3.3. Delivery. The DCSWA is responsible for delivering the Leachate and Waste material at its sole cost to the WRTP or other location established on the agreement of the parties by a tank truck provided with either a gravity discharge or a self-contained pump. DCSWA agrees that all haulers of Leachate and Waste employed by DCSWA, whether temporary or permanent employees, agents or subcontractors, must be qualified in writing in advance by DELCORA before disposing Leachate or Waste at DELCORA's Facility. Qualification of a hauler with DELCORA requires the hauler, whether individual, corporation, partnership or association to present to DELCORA: (a) type and size of trucks that will be utilized to make delivery to the Facility, including license number and capacity of all vehicles; (b) proof of required insurance; documentation or other form of information identifying the entity, whether a corporation, partnership, association or individual, on behalf of whom the delivery to the Facility is being made; and (d) the name, address and phone number of a representative or responsible individual from the entity, corporation, partnership, association or individual who must be available for contact by DELCORA twenty-four (24) hours per day in case of emergency.

3.4. The DCSWA agrees to not knowingly deliver Unacceptable Waste material to DELCORA.

3.5. Compliance with Discharge Permit. The DCSWA shall comply in all respects with the terms, conditions, requirements and obligations of any Discharge Permit.

3.6. Spillage. The DCSWA shall be responsible for the proper clean-up of Leachate or Waste material spillage caused by the DCSWA, its hauler or equipment at the DCSWA's expense. The clean-up shall meet applicable Federal and Commonwealth requirements and regulations.

3.7. Commitment to Pay. In consideration of DELCORA's acceptance, treatment and disposal of the Leachate and Waste material by DELCORA, the DCSWA agrees to pay DELCORA in accordance with the schedule which is attached hereto as Exhibit "A", incorporated herein by reference and made a part hereof.

3.8. Computation of Charges. The DCSWA agrees that DELCORA shall be permitted to compute its charges for its services on the basis of a full truckload unless the DCSWA is able to demonstrate to DELCORA's satisfaction, that it can provide DELCORA with an accurate measure of the Leachate and Waste material delivered for treatment and disposal.

3.9. Billings. DELCORA shall bill the DCSWA not more frequently than monthly for charges properly assessable pursuant to this Agreement. The DCSWA agrees to pay DELCORA for its charges within a reasonable period after receiving a DELCORA billing. Absent extraordinary circumstance, the DCSWA shall pay DELCORA's bill within forty-five (45) days' of its receipt. If the DCSWA disputes the accuracy of a billing it shall promptly raise the matter to DELCORA.

3.10. Effect of Payment. DCSWA approval of or payment for DELCORA's services shall not constitute nor be deemed to be a release of responsibility and liability of DELCORA, its officers, employees, associates, agent and consultants for the competency or lawfulness of the manner in which DELCORA provided its services nor shall such approval or payment therefore be deemed to be an assumption of such responsibility by the Board for any defect in DELCORA's work or any act or omission by DELCORA.

3.11. Inspections. The DCSWA shall have the right to inspect the System on reasonable advance notice to DELCORA.

#### Section 4. TERM AND TERMINATION

4.1. Term of Agreement. This Agreement shall be effective on the date that both parties have executed it and shall expire on JANUARY 30, 2026 unless sooner terminated in accordance with its terms. The Agreement may be renewed for additional periods on the agreement of the parties.

4.2. Services after Agreement Expiration. If the DCSWA continues to dispose of the Leachate and Waste material at the Facility and DELCORA continues to provide its services after this Agreement expires, the terms of this Agreement shall continue and be binding on the parties for all services until such time as the parties sign a new Agreement or an extension of this Agreement. Notwithstanding anything to the contrary contained, DELCORA shall not be obligated to accept and/or treat Leachate and Waste material at the Facility after this Agreement expires.

4.3. Termination Consequential to Water Quality Management Plan. Anything contained in this Agreement to the contrary notwithstanding, if the DEP, or any other governmental agency having jurisdiction over DELCORA or the subject matter of this Agreement, institutes a Water Quality Management Plan or other plan that makes this Agreement unenforceable by its terms, then this Agreement shall terminate within sixty (60) days of implementation of the Plan or other date as may otherwise be required by law or regulation.

4.4. Termination Consequential to Action by Superior Governmental Entity. If an administrative agency, board, commission or division of the Commonwealth or Federal government or any court materially impairs, alters, restricts or limits, directly or indirectly, DELCORA's right or authority to provide its services as set forth in this Agreement, DELCORA, in its sole discretion reasonably exercised, may terminate and void this Agreement by written notice to the DCSWA. DELCORA shall notify the DCSWA of any formal proceedings or order so that the DCSWA may participate in such proceedings if it so chooses.

4.5. Termination for DELCORA's Failure to Secure Permits and/or licenses for the System. If DELCORA is unable to provide services under this Agreement because of failure to obtain the necessary approvals, licenses or permits from the governmental agencies having jurisdiction over DELCORA, then this Agreement shall become null and void or, on the agreement of the parties, suspended for such period as they agree.

4.6. Unconditional Right to Terminate. Anything in this Agreement to the contrary notwithstanding, DELCORA shall have the absolute right to terminate this Agreement or suspend deliveries (a) if DELCORA determines, in its sole and absolute discretion but subject to section 2.2, that it does not have the capacity to treat the Leachate and other Waste material to be delivered pursuant to this Agreement, or (b) DELCORA determines that the treatment of DCSWA's Leachate and Waste material caused DELCORA to violate any permit that governs the Facility. The termination or suspension provided for in this Agreement shall be on not less than forty-five (45) days prior, written notice to DCSWA, unless DELCORA determines that it is necessary to terminate or suspend immediately to avoid negative impact to the operation of the Facility or the System and/or to avoid violation of any applicable law, regulation or permit.

## Section 5. DEFAULT AND ENFORCEMENT

5.1. Termination for DELCORA Default. Default by DELCORA shall mean the persistent and repeated failure of DELCORA to timely perform any material obligation or to observe any material covenant under the terms of this Agreement, which failure has not been cured within thirty (30) days after the receipt of written notice from the DCSWA thereof. On DELCORA's failure to correct its default the DCSWA shall have the right to terminate this Agreement.



5.2. Termination for DCSWA Default. DCSWA default in its obligations specified in this Agreement shall give DELCORA the right to terminate this Agreement. So long as the DCSWA's performance of its commitments in this Agreement do not endanger or impair the viability of the System DELCORA shall give the DCSWA a reasonable period to cure a default. Termination by DELCORA shall not be deemed to waive DELCORA's right to pursue and collect from DCSWA, and DELOCRA shall be entitled to pursue and collect, any and all amounts due from DCSWA arising from this agreement and/or DELCORA's treatment of Waste hereunder.

## Section 6. INDEMNIFICATION

6.1. Indemnification by DCSWA. The DCSWA agrees to indemnify and save DELCORA harmless from all damages and claims for damages, actual or alleged, suits, recoveries, judgments or executions (including costs, expenses and reasonable attorney's fees) which may be made, had, brought or recovered by reason of injury for and including death resulting therefrom, to any person, or damage to the property of any person, arising out of the DCSWA's making and performance of this Agreement; provided that this indemnification shall not apply to any damages and claims for damages that arise solely from the negligence of DELCORA, its servants, agents, employees, contractors and subcontractors. DCSWA further agrees to indemnify DELOCRA from and against all damage to the Facility or other DELCORA property which may occur during the course of a delivery or during treatment or processing of Leachate or Waste. DCSWA also agrees that in the event of a breach of any provision of this Agreement, DCSWA agrees to reimburse DELCORA or its designated official from any expenses incurred by DELCORA or its designated official.

## Section 7. INSURANCE

7.1. The DCSWA's Insurance. DCSWA shall obtain and maintain for the life of the contract the insurance coverages described herein at its own cost and expense and shall require that the contractors delivering the Waste to the Facility obtain and maintain if for the life of their contracts.

A. Commercial general liability insurance or its equivalent for bodily injury, personal injury, and property damage, including loss of use, with minimum limits of:

(a)	each occurrence	\$1,000,000
(b)	products/comp. ops	\$1,000,000
(c)	general aggregate	\$2,000,000
(d)	personal injury	\$1,000,000

B. Business auto liability insurance or equivalent with a minimum limit of \$1,000,000 per accident and including coverage for the following:

- (a) liability arising out of the ownership, maintenance or use of any auto.
- (b) auto non-ownership and hired auto coverage

C. Worker's compensation insurance or its equivalent with statutory benefits as required by any state or federal law and including employer's liability insurance or its equivalent with minimum limits of:

- (a) \$1,000,000 each accident
- (b) \$1,000,000 disease each employee; and
- (c) \$1,000,000 disease policy limit

D. Environmental Liability Insurance of \$3,000,000 for each Incident and \$3,000,000 annual aggregate limit.

The Contractors Pollution Liability policy shall include coverage for First Party Clean-Up Costs, Pollution Legal Liability — 3<sup>rd</sup> Party, Emergency Response Costs, Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for a minimum of two (2) years following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than two years following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

The DCSWA shall have DELCORA named as an additional insured on its policies for coverages other than Workers' Compensation required by this Agreement, for both ongoing and completed operations, on a primary and noncontributory basis, and shall provide DELCORA with a certificate of insurance evidencing the required insurance. The DCSWA's policy shall include a Waiver of Subrogation in favor of DELCORA.

#### Section 8. MISCELLANEOUS PROVISIONS.

8.1. Assignment and Subletting. Neither party shall have the right to transfer or assign this agreement to a third party without the other party's prior, written approval. Each party shall provide not less than sixty (60) days prior, written notice to the other party of its desire to assign its obligations under this Agreement.

8.2. Invalidity of Particular Provision. If any term or provision of this Agreement or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

8.3. Captions and Definitions of Parties. The captions of the Sections and subsections of this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions of this Agreement. The "DCSWA" and the pronouns referring thereto, shall mean, where the context so admits or requires, its officers, employees, servants and agents. "DELCORA" and the pronouns referring thereto, shall mean, where the context so admits or requires, its officers, employees, servants and agents. Any pronoun shall be read in the singular or plural and in such gender as the context may require.

8.4. Persons Bound. Except as otherwise provided in this Agreement, the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

8.5. Governing Law. All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

8.6. Resolution of Disputes. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of the Court of Common Pleas, Delaware County, Pennsylvania.

8.7. Nondiscrimination in practice. The DCSWA and DELCORA acknowledge that each is obligated to comply with federal and Commonwealth of Pennsylvania laws and regulations prohibiting discrimination.

8.8. Conflict of Interest Certification. By execution of this Agreement DELCORA certifies that in performing services pursuant to this Agreement DELCORA knows of no circumstance that would constitute a conflict of interest, financial or otherwise, between DELCORA or its principals or members with the interest of the DCSWA in general. DELCORA further certifies that it knows of no circumstance or relationship between DELCORA or its principals and third parties that would cause the actual or appearance of a conflict of interest or a compromise of judgment and independence in the performance of the designated services. By execution of this Agreement the DCSWA certifies that in performing services pursuant to this Agreement the DCSWA knows of no circumstance that would constitute a conflict of interest, financial or otherwise, between the DCSWA or its principals or members with the interest of DELCORA in general. DCSWA further certifies that it knows of no circumstance or relationship between the DCSWA or its principals and third parties that would cause the actual or appearance of a conflict of interest or a compromise of judgment and independence in the performance of the designated services.

8.9. Certification Concerning Contract Award. DELCORA hereby affirms that no person has made or agreed to make on DELCORA's behalf any valuable gift, whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family,

having the duty to recommend, the right to vote upon or have any other direct influence on the selection of DELCORA as a contractor for the DCSWA within the two years preceding execution of this Agreement.

8.10. Changes to Contract. This Agreement may be modified only by a written document executed by both the DCSWA and DELCORA.

8.11. The waiver of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach. Failure of a party to declare the other in breach of this Agreement shall not operate or be deemed to be a waiver thereof.


IN WITNESS WHEREOF, DELCORA and the DCSWA have caused these presents to be signed by their respective officers duly authorized, and this Agreement to be dated as of the date written.

**DELAWARE COUNTY REGIONAL WATER CONTROL AUTHORITY**

  
Robert Willert, Executive Director

JANUARY 25, 2016  
Date

**DELAWARE COUNTY SOLID WASTE AUTHORITY**

  
, Director JOSEPH W. VASTURIA  
CEO/Chairman

JANUARY 14, 2016  
Date

Exhibit "A"

[attach fee schedule]

**DELAWARE COUNTY REGIONAL  
WATER QUALITY CONTROL AUTHORITY**

**RESOLUTION NO. 2014-13  
ADOPTED OCTOBER 21, 2014**

**ESTABLISHING SERVICE CHARGES FOR THE YEAR 2014  
FOR HAULED WASTE USERS OF THE DELAWARE COUNTY  
REGIONAL WATER QUALITY CONTROL AUTHORITY'S  
FACILITIES AND SYSTEM**

**BE IT RESOLVED** by the Delaware County Regional Water Quality Control Authority ("DELCORA") as follows:

**Section 1.** DELCORA hereby fixes the service charge to be imposed upon all hauled waste users of DELCORA's facilities in the City of Chester as follows:

A. Rates for discharge of hauled waste shall be adopted by DELCORA's Board of Directors, assessed on the total holding capacity or the verified actual volume of the discharging vehicle or certified tank measurement with receipt. Permittees shall be billed monthly based on the appropriate rate class and volume. Payment is due within thirty (30) days of invoice date. DELCORA reserves the right to seek interest allowable by law for late payments and to seek restitution for non-payment of invoices.

B. Rate Classes

<u>Rate Class</u>	<u>Description</u>	<u>Price per Gallon</u> <u>(cents)</u>
I	On-site domestic waste collection septic systems	1.8 ¢
II	Domestic Waste From Holding Tanks	1.2 ¢
III	Package Plant less than or equal to 1.0 MGD Design Capacity (Domestic waste from treatment plants serving residential communities)	2.2 ¢
IV	Industrial wastewaters	Based on wastewater strength. See rates on next page.

**Converted Total Suspended Solids (TSS), based on measured TSS, in mg/L plus conversion of chemical oxygen demand (COD), in mg/L to TSS, in mg/L.**

**Converted TSS, mg/L = TSS (measured in mg/L)  
+ 0.1 COD in mg/L.**

**PRICE PER  
GALLON  
(cents)**

Up to 10,000 mg/L	1.00 ¢
10,001 to 12,500 mg/L	1.50 ¢
12,501 to 15,000 mg/L	1.95 ¢
15,001 to 17,500 mg/L	2.50 ¢
17,501 to 20,000 mg/L	2.90 ¢
20,001 to 30,000 mg/L	3.40 ¢
30,001 to 40,000 mg/L	3.90 ¢
40,001 to 50,000 mg/L	4.40 ¢
50,001 to 60,000 mg/L	4.90 ¢

NOTE: COD is converted to TSS by multiplying the COD concentration by 0.1.  
For example: a wastestream with 40,000 mg/L COD and 8,000 mg/L TSS would convert to 12,000 mg/L TSS.

**ADJUSTMENTS FOR INDUSTRIAL WASTEWATERS:**

- 5% DISCOUNT FOR OVER 150,000 GALLONS/MONTH
- 10% DISCOUNT FOR OVER 250,000 GALLONS/MONTH

V	Airport De-Icing Solution (Propylene Glycol and Water)	7 ¢
VI	Grease traps from kitchens, food establishments  <b><u>ADJUSTMENTS FOR GREASE WASTE:</u></b> —10% DISCOUNT FOR OVER 300,000 GALLONS/MONTH	6 ¢
VII	Form 43 residual wastes as defined by PADEP, based on total solids content. (All liquid residual waste must be pumpable - no rags, debris, etc. will be accepted.)	See rates on next page.

<b><u>TOTAL SOLIDS (%)</u></b> <b><u>(SUSPENDED &amp; DISSOLVED)</u></b>	<b><u>PRICE PER</u></b> <b><u>GALLON (cents)</u></b>
0.01% - 2.00%	2.9 ¢
2.01% - 3.00%	3.4 ¢
3.01% - 4.00%	3.9 ¢
4.01% - 5.00%	4.9 ¢
5.01% - 6.00%	5.9 ¢
6.01% - 7.00%	6.9 ¢
7.01% - 8.00%	7.9 ¢
8.01% - 9.00%	8.9 ¢
9.01% - 10.00%	9.9 ¢
10.01% - 11.00%	10.9 ¢
11.01% - 12.00%	11.9 ¢
12.01% - 13.00%	12.9 ¢
13.01% - 14.00%	13.9 ¢
14.01% - 15.00%	14.9 ¢
15.01% - 16.00%	15.9 ¢
16.01% - 17.00%	16.9 ¢
17.01% - 18.00%	17.9 ¢
18.01% - 19.00%	18.9 ¢
19.01% - 20.00%	19.9 ¢
<b>ABOVE 20.00%</b>	<b>PRICED UPON REQUEST</b>

**ADJUSTMENTS FOR FORM 43 RESIDUAL WASTES:**

- 5% DISCOUNT FOR GREATER THAN 70% VOLATILE SOLIDS
- 5% DISCOUNT FOR OVER 150,000 GALLONS/MONTH
- 10% DISCOUNT FOR GREATER THAN 90% VOLATILE SOLIDS
- 10% DISCOUNT FOR OVER 250,000 GALLONS/MONTH
- 5% SURCHARGE FOR LESS THAN 55% VOLATILE SOLIDS
- 10% SURCHARGE FOR LESS THAN 40% VOLATILE SOLIDS

VIII	Form U residual wastes as defined by PADEP, based on total solids content. (All liquid residual waste must be pumpable - no rags, debris, etc. will be accepted.)	See rates on next page
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<b><u>TOTAL SOLIDS (%)</u></b> <b><u>(SUSPENDED &amp; DISSOLVED)</u></b>	<b><u>PRICE PER</u></b> <b><u>GALLON (cents)</u></b>
0.01% - 2.00%	2.9 ¢
2.01% - 3.00%	3.4 ¢
3.01% - 4.00%	3.9 ¢
4.01% - 5.00%	4.4 ¢
5.01% - 6.00%	4.9 ¢
6.01% - 7.00%	5.9 ¢
7.01% - 8.00%	6.9 ¢
8.01% - 9.00%	7.9 ¢
9.01% - 10.00%	8.9 ¢
10.01% - 11.00%	9.9 ¢
11.01% - 12.00%	10.9 ¢
12.01% - 13.00%	11.9 ¢
13.01% - 14.00%	12.9 ¢
14.01% - 15.00%	13.9 ¢
15.01% - 16.00%	14.9 ¢
16.01% - 17.00%	15.9 ¢
17.01% - 18.00%	16.9 ¢
18.01% - 19.00%	17.9 ¢
19.01% - 20.00%	18.9 ¢
<b>ABOVE 20.00%</b>	<b>PRICED UPON REQUEST</b>

**ADJUSTMENTS FOR FORM U RESIDUAL WASTES:**

- 5% DISCOUNT FOR GREATER THAN 70% VOLATILE SOLIDS
- 5% DISCOUNT FOR OVER 150,000 GALLONS/MONTH
- 10% DISCOUNT FOR GREATER THAN 90% VOLATILE SOLIDS
- 10% DISCOUNT FOR OVER 250,000 GALLONS/MONTH
- 10% SURCHARGE FOR GREATER THAN 6% TOTAL SOLIDS AND LESS THAN 60% VOLATILE SOLIDS
- 15% SURCHARGE FOR GREATER THAN 8% TOTAL SOLIDS AND LESS THAN 60% VOLATILE SOLIDS
- 20% SURCHARGE FOR GREATER THAN 10% TOTAL SOLIDS AND LESS THAN 60% VOLATILE SOLIDS

<u>Rate Class</u>	<u>Description</u>	<u>Price per Gallon (cents)</u>
IX	Categorical Wastewaters and Sludge as defined by USEPA, 40 CFR.	Quoted upon request based on wastewater strength and industry location.
X	Industrial Wastewaters from Food Processing and Manufacturing Facilities with FOG of 20,000 mg/l or less and TSS of 10,000 mg/l or less.	1.5 ¢
XI	Landfill Leachate	1.0 ¢
XII	Hydrocarbon Contaminated Sludge containing high levels of oil and grease	12.0 ¢

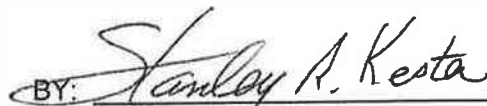
**Section 2.** This Resolution shall become effective immediately.

**Section 3.** All resolutions or parts of resolutions inconsistent herewith are hereby repealed to the extent of such inconsistency. (Rescinds Res. No. 2013-21)


**RESOLVED** this 21<sup>st</sup> of October, 2014.

**DELAWARE COUNTY REGIONAL  
WATER QUALITY CONTROL AUTHORITY**

[SEAL]

BY:   
Stanley R. Kester, Chairman

ATTEST:

  
David G. Gorbey, Secretary