



October 2, 2015

Terry Filson  
Borough of New Cumberland WWTP  
1120 Market Street  
P.O. Box 220  
New Cumberland, PA 17070

**Re: Waste from the Borough of New Cumberland WWTP  
Permit No. WH-0916-18**

Dear Mr. Filson:

Permission is hereby granted to discharge process waste from the Borough of New Cumberland WWTP to Capital Region Water's Advanced Wastewater Treatment Facility (AWTF) in accordance with all terms and conditions of Permit No. WH-0916-18.

All plans, waste analysis, and other data supplied to the AWTF in support of your application are on file and considered as part of this permit together with the attached terms and conditions.

The terms and conditions of the permit shall be final unless any comment or request for reconsideration is forwarded to the Harrisburg AWTF's superintendent, in writing, within thirty (30) days following the effective date of the permit. If no comment or request for reconsideration is received within the stated time frame, the permit terms and conditions shall be deemed final.

Finally, this permit may not be undersigned, transferred, or sold to a new owner, user, different premises, or a changed operation.

Should you have any questions regarding this letter, please contact me (717) 939-7270 ext. 207.

Sincerely yours,

Randy L. Schaffer, Pretreatment Coordinator  
Capital Region Water, AWTF

Enclosure (1)

cc: File

Capital Region Water | Wastewater Treatment Facility  
1662 S. Cameron Street, Harrisburg, PA 17104 717 939 7270  
capitalregionwater.com

CAPITAL REGION WATER  
ADVANCED WASTEWATER TREATMENT FACILITY  
1662 South Cameron Street  
Harrisburg, Pennsylvania 17104

CONTRACT WASTE HAULING PERMIT

Company Name: **Borough of New Cumberland WWTP**  
Division Name: -  
Mailing Address: **P.O. Box 220  
New Cumberland, PA 17070**  
Facility Address: **1120 Market Street  
New Cumberland, PA 17070**  
Principal Signatory: **Terry Filson**

The above **Contract Waste Hauler** is hereby authorized to discharge **Process Waste** to Capital Region Water's Advanced Wastewater Treatment Facility (AWTF) in compliance with the Harrisburg Ordinance Title Nine, Part Five, any applicable provisions of Federal or State law or regulation, and in accordance with discharge point(s), effluent limitations, monitoring requirements, and other conditions set forth herein.

This Contract Waste Hauler Permit is granted in accordance with the application filed on **August 24, 2015** in the office of the AWTF and in conformity with plans, specifications, and other data submitted in support of the above application.

Effective Date: **September 30, 2015**

Expiration Date: **September 29, 2016**

The Contract Waste Hauler shall not discharge after the date of expiration. If the Contract Waste Hauler wishes to continue to discharge after this expiration date, an application must be filed for reissuance of this permit in accordance with the requirements of the Harrisburg Ordinance Title Nine, Part Five, a minimum of ninety (90) days prior to the expiration date.



Superintendent, Capital Region Water

**Part I - COMPENSATION, DISCHARGE THRESHOLD LIMITATIONS, GENERAL LIMITATIONS, PROHIBITED DISCHARGES AND OTHER CONSIDERATIONS**

**COMPENSATION:**

Rate of compensation to be paid to Capital Region Water:

\$0.045 Per Gallon

The rate of compensation is based on (2.5) percent solids.

Should the average percent solids vary plus or minus 1.5 percent during the period of this permit, the hauler will be notified and the rate of compensation will be adjusted accordingly.

**DISCHARGE THRESHOLD LIMITATIONS:**

Threshold Limits	1. Cadmium	39 mg/kg
	2. Chromium	1200 mg/kg
	3. Copper	1500 mg/kg
	4. Lead	300 mg/kg
	5. Mercury	17 mg/kg
	6. Nickel	420 mg/kg
	7. Zinc	1500 mg/kg

**GENERAL LIMITATIONS:**

pH	5.0 - 10 Std. Units
TVS (Process only)	55% Minimum
Oil/Grease	100 mg/L
Ammonia Nitrogen (April 1 thru October 31)	500 mg/L

**PROHIBITED DISCHARGES:**

Grease trap waste  
Medical, infectious or biohazard waste  
Priority pollutant waste  
Characteristic or listed hazardous waste  
Digester, lagoon or tank cleaning.....waste, grit or mat.

**CONSIDERATIONS:**

Waste Transporter: Kline's Services, Inc.

Hauler will not exceed (30,000) gallons discharged per (Day)

Waste to be delivered from the (Borough of New Cumberland's Wastewater Treatment Plant) ONLY.

**Part II - SPECIAL CONDITIONS/COMPLIANCE**

1. Such waste to be accepted by Capital Region Water will be only that material previously approved by the Advanced Wastewater Treatment Facility. Any other form of waste from any other treatment system may not be discharged into the AWTF. **Discharge of such non-approved wastes** into the AWTF will constitute a violation of the terms of this permit, will render said permit null and void, and will subject the Hauler to the penalties provided in Title Nine, Part Five of the Harrisburg Codified Ordinances. In addition, the Contract Waste Hauler will be charged at the compensatory rate of **\$0.182 per gallon for the non-approved discharge.**
2. The AWTF **will accept the discharges between the hours of 7:00 A.M. and 7:00 P.M.,** Monday through Friday, only at the discharge point specified by the AWTF. After hours or weekend discharges will be considered upon special request by the Hauler.
3. The **compensation to be paid by the Hauler to the AWTF** for such use of the facilities shall be determined by the AWTF and listed under Part I "Compensation, Discharge Threshold Limitations, General Limitations, Prohibited Discharges and Other Considerations", of this permit. The AWTF will bill the Hauler monthly, predicated on a minimum waste volume of 1,000 gallon per load or the maximum capacity of the tanker. **Payment must be made within 30 days of receipt of the bill.**
4. Hauler agrees to keep very accurate records regarding the volumes discharged into the AWTF's system and to have these records available and open for inspection and audit by designated representatives of the AWTF.
5. Prior to each discharge, the Hauler shall relinquish to AWTF personnel a **Contract Waste Hauling Manifest.** The manifest is to be completed in its entirety as well as include the list of all customers, customer addresses and approximate volumes.
6. Upon demand, hauler will furnish the AWTF with a representative sample of the material to be discharged into the system. The sample will be preserved, if necessary, to provide a valid result when analyzed. Preservation of samples will follow commonly accepted practices for sampling. The AWTF will have the submitted sample analyzed to establish the concentration of contamination present. A copy of the analysis will be supplied to the Hauler. If the analysis of the sample proves not to be within the threshold limits, the Hauler agrees to meet with the AWTF to determine future discharges.
7. The AWTF's laboratory will analyze or designate a contract laboratory to analyze any samples in question.
8. Upon 30 days written notice or at the expiration of this permit, the AWTF may change the schedule of rates to reflect any increase in operational costs. This is in addition to any adjustments to the rates specified in Part I "Compensation, Discharge Threshold Limitations, General Limitations, Prohibited Discharges and Other Considerations".

**Part III - STANDARD CONDITIONS**

1. The Contract Waste Hauler shall comply with all the general prohibitive discharge standards in Title Nine, Part Five of the Harrisburg Ordinances. Namely, the Contract Waste Hauler shall not discharge waste to the AWTF:
  - a) Having heat in such quantities that the discharge causes the temperature at the AWTF to exceed one hundred and four degrees Fahrenheit (104°F).
  - b) Containing fats, wax, grease or oils of petroleum origin whether emulsified or not in excess of 100 mg/L, or petroleum oil, nonbiodegradable cutting oil, or petroleum products of mineral origin in amounts that will cause interference or pass through at the AWTF unless a variance is granted.
  - c) Containing any gasoline, benzene, naphtha, fuel oil or other explosive liquids, solids or gases or any other pollutants which will create a fire or explosion hazard, including but not limited to wastestreams with closed cup flashpoint of less than one hundred and forty degrees Fahrenheit (140°F) using the test methods specified in 40 CFR Part 261.21.
  - d) Containing any garbage that has not been ground by household type or other suitable garbage grinders.
  - e) Containing any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch, manure, or any other solids or viscous substances capable of causing obstructions or other interferences with proper operation of the sewer system.
  - f) Having a pH lower than 5.0 or higher than 10.0 standard units or having any other corrosive property capable of causing damage or hazards to structures, equipment or personnel of the sewer system unless a variance is granted.
  - g) Containing toxic or poisonous substances in sufficient quantity to injure or interfere with any wastewater treatment process, or to constitute hazards to humans or animals, or to create any hazard in waters which receive treated effluent from the sewer system treatment plant. Toxic wastes shall include, but not by way of limitation, wastes containing cyanide, chromium, cadmium, mercury, copper or nickel or any characteristic or listed hazardous waste.
  - h) Containing noxious or malodorous gases or substances capable of creating a public nuisance.
  - i) Containing solids of such character and quantity that special and unusual attention is required for their handling.
  - j) Containing any substance which may affect the AWTF's effluent and cause violation of the NPDES Permit requirements.
  - k) Containing any substance which would cause the AWTF to be in noncompliance with sludge use, recycle, or disposal criteria pursuant to guidelines or regulations developed under Section 405 of the Federal Act, the Clean Air Act or regulations criteria for sludge management and disposal as required by the PA DEP.

- l) Containing color which is not removed in the treatment processes.
- m) Containing any radioactive wastes or isotopes.
- n) Containing any pollutant, including conventional pollutants, released at a flow rate and/or pollutant concentration which would cause interference with the AWTF.
- o) Containing substances which may solidify or become viscous at temperatures between thirty-two degrees Fahrenheit (32°F) and one hundred and forty degrees Fahrenheit (140°F).
- p) Containing chemical constituents which alone or in combination result in the release of toxic gases, vapors, or fumes in a quantity that may cause acute worker health and safety problems.

2. RIGHT OF INSPECTION AND ENTRY

The Contract Waste Hauler shall provide the AWTF or its representatives, exhibiting proper credentials and identification, with whatever is necessary to enter the premises, without delay, for the purpose of performing inspection, sampling, record inspection or any other duties and responsibilities. The premises shall mean, but not be limited to, the Contract Waste Hauler's business office or the location from which the waste was generated.

3. RECORDS RETENTION

The Contract Waste Hauler shall retain and preserve for no less than three (3) years, any records, books, documents, memoranda, reports, correspondence and any and all summaries thereof, relating to monitoring, sampling and chemical analyses made by or in behalf of the user in connection with its discharge. All records that pertain to matters that are the subject of special orders or any other enforcement or litigation activities brought by the AWTF shall be retained and preserved by the Contract Waste Hauler until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired.

4. CONFIDENTIAL INFORMATION

Except for data determined to be confidential under Title Nine, Part Five of the Harrisburg Ordinances, all reports required by this permit shall be available for public inspection at the office of the AWTF.

5. RECORDING OF MONITORING RESULTS

For each measurement or sample taken pursuant to the requirements of Part I and II of this permit, the Contract Waste Hauler shall record the following information:

- a) The exact place, date, and time of sampling,
- b) The person(s) who collects the sample(s),
- c) Sample type (Composite or Grab),
- d) The dates the analyses were performed,
- e) The person(s) who performed the analyses,

- f) The analytical techniques or methods used,
- g) The results of all required analyses, and
- h) Chain of custody.

6. MONITORING PERFORMED BY THE AWTF

Monitoring will be performed by the AWTF based on the type of waste, type and concentrations of pollutants in the discharge, and the past performances of and compliance by the Contract Waste Hauler. Examples of analysis include, but are not limited to, a permit scan, surveillance scans or random analysis.

When monitoring occurs, the following itemized charges will be levied against the Contract Waste Hauler:

<u>Parameter</u>	<u>Unit Cost</u>
Arsenic as As, (T)	35.00
Cyanide as CN, (T)	35.00
Cadmium as Cd, (T)	20.00
Chromium as Cr, (T)	20.00
Copper as Cu, (T)	20.00
Lead as Pb, (T)	20.00
Mercury as Hg, (T)	40.00
Nickel as Ni, (T)	20.00
Zinc as Zn, (T)	20.00
<b>Total Toxic Organics</b>	
Volatile Organic Compounds GC/MS	\$220.00
Acid Extractables/Base Neutrals GC/MS	460.00
Pesticides/PCB's	160.00
Dioxins (Qualitative)	150.00
pH	5.00
BOD <sub>5</sub>	25.00
COD	20.00
TS/TVS	10.00
TSS/VSS	10.00
Ammonia Nitrogen as N	25.00
Total Nitrogen as N	55.00
Phosphorous as P, (T)	15.00
Oil and Grease	30.00
Temperature, °C	-
Phenols, (T)	30.00

All prices subject to change upon notification.

7. ESTABLISHED TEST PROCEDURES

The measurement of specified pollutants by Capital Region Water and Contract Waste Hauler will be consistent with Guidelines Establishing Test Procedures for the Analysis of Pollutants, 40 CFR Part 136 or Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, SW-846, 40 CFR Part 261, Appendix III. Test procedures will include a Quality Assurance and Sample Preservation Program referenced to United States Environmental Protection Agency (US EPA), Standard Methods for the Examination of Water and Wastewater, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemists (AOAC), or United States Geological Survey (USGS) texts or manuals.

8. SIGNATORY REQUIREMENTS

All reports required by this permit shall be signed by a responsible corporate officer, ranking public official, a general partner, proprietor or duly authorized representative of that individual. Any change in signatory identified on page 1 of this permit shall be submitted to the Superintendent, in writing within thirty (30) days after the change.

9. REVOCAION OF PERMIT

The permit issued to the Contract Waste Hauler by Capital Region Water may be revoked when, after inspection, monitoring or analysis it is determined that the discharge of waste to the Harrisburg AWTF is considered by AWTF personnel to be detrimental to the plant processes or equipment, or is in violation of Federal, State, or local laws, ordinances, or regulations. Falsification or intentional misrepresentation of data or statements pertaining to the permit application or any other required reporting form shall be cause for permit revocation. Also, non-payment of permit fees or disposal charges shall be cause for permit revocation.

10. LIMITATION OF PERMIT TRANSFER

Contract Waste Hauler permits are issued to a specific user for a specific operation and are not assignable to another user or transferable to any other location without the prior written approval of Capital Region Water. Sale of the Contract Waste Hauler's business shall obligate the purchaser to seek prior written approval of the Authority for continued discharge to the sewerage system.

11. FALSIFYING INFORMATION OR TAMPERING WITH MONITORING

Knowingly making any false statement on any report, manifest or other document required by this permit or knowingly rendering any sample for analysis inaccurate, may result in punishment under the criminal laws, as well as being subjected to civil penalties and relief.

12. PERMIT MODIFICATION OR REVISION

- a) The terms and conditions of this permit may be subject to modification by the AWTF at any time as limitations or requirements identified in the Harrisburg Ordinances are modified or other just cause exists.
- b) This permit may also be modified to incorporate special conditions resulting from the issuance of a special order.

- c) The terms and conditions may be modified as a result of Federal, State or local promulgation of new pretreatment standards or requirements.
- d) Any permit modifications which result in new conditions in the permit shall include a reasonable time schedule for compliance if necessary.
- e) The permit may be modified as a result of any modification or requirement of Capital Region Water's NPDES Permit.

13. DUTY TO COMPLY

The Contract Waste Hauler must comply with all conditions of this permit. Failure to comply with the requirements of this permit may be grounds for administrative action, or enforcement proceedings including civil or criminal penalties, injunctive relief, and summary abatement.

14. DUTY TO MITIGATE

The Contract Waste Hauler shall take all reasonable steps to minimize or correct any adverse impact on the environment resulting from noncompliance with this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of a waste for discharge.

15. SEVERABILITY

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

16. PROPERTY RIGHTS

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any invasion of personal rights, nor any infringements of Federal, State or local regulations.

17. CIVIL PENALTY

If the Contract Waste Hauler violates any of the terms, provisions or requirements of Harrisburg Ordinance Title Nine, Part Five or any of the applicable rules and regulations, or whoever fails to comply with any notice given pursuant to this ordinance to such person, or whoever obstructs or interferes with any person in the enforcement of this ordinance shall, upon conviction thereof, severally for each and every such violation or noncompliance respectively be fined not more than twenty-five thousand dollars (\$25,000.00) per day of violation. Each twenty-four (24) hour period during which a violation continues shall be considered a separate offense and punishable as such.

18. CRIMINAL PENALTY

If the Contract Waste Hauler knowingly or negligently violates any of the terms, provisions or requirements of Harrisburg Ordinance Title Nine, Part Five or any of the applicable rules and regulations, or whoever refuses to comply with any notice given pursuant to this ordinance to such

person, or whoever obstructs or interferes with any person in the enforcement of this ordinance shall, upon conviction thereof, severally for each and every such violation or noncompliance respectively be fined not more than one thousand dollars (\$1,000.00) or imprisoned for a term not exceeding ninety (90) days, or both. Each twenty-four (24) hour period during which a violation continues shall be considered a separate offense and punishable as such.

19. CIVIL LIABILITY

The Contract Waste Hauler shall be liable for any and all damages to the treatment plant and sewer system resulting from said Contract Waste Hauler's discharge and indemnify Capital Region Water for any and all fines or penalties incurred by the AWTF resulting from said Contract Waste Hauler's discharge. Nothing in this permit shall be construed to relieve the Contract Waste Hauler from civil and/or criminal penalties for noncompliance.

20. RECOVERY OF COSTS INCURRED

In addition to civil and criminal liability, the Contract Waste Hauler violating any of the provisions of this permit or Harrisburg Ordinance Part Nine, Title Three or causing damage to or otherwise inhibiting the AWTF's treatment system shall be liable to Capital Region Water for any expense, loss, or damage caused by such violation or discharge. Capital Region Water shall bill the Contract Waste Hauler for the costs incurred for any cleaning, repair, or replacement work caused by the violation or discharge.