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EXHIBIT F1

AGREEMENT CONCERNING THE DISPOSITION OF  
WASTEWATER GENERATED AT THE BURLINGTON COUNTY  
RESOURCE RECOVERY COMPLEX, DATED JULY 11, 2014,  
BY AND AMONG THE BURLINGTON COUNTY BOARD OF  
CHOSEN FREEHOLDERS AND DELCORA

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Board of Chosen Freeholders  
County of Burlington  
New Jersey



Department of: SOLID WASTE

JEROME P. SHEEHAN  
Director of Solid Waste

Phone: (609) 499-1001  
Fax: (609) 499-5212

Orig. RAP  
RECEIVED  
JUL 16 2014

BY: 2014-0707  
fwd: BARBARA BENNETT

July 11, 2014

Physical Address:  
1200 Florence-Columbus Road  
Bordentown, NJ 08505

Mailing Address:  
P.O. Box 429  
Columbus, NJ 08022

Robert A. Powell, Business Development & Strategic Planning Manager  
DELCORA  
100 East Fifth Street  
Chester, PA 19013

Re: Wastewater Agreement

Dear Mr. Powell: Rob,

Enclosed please find two fully executed copies of the Agreement between DELCORA and the Burlington County Board of Chosen Freeholders for Disposition of Wastewater Generated at the Burlington County Resource Recovery Complex. I have distributed the signed Agreements within the County and expect a purchase order for 2014 to be forthcoming.

I cannot thank you enough for your hard work and persistence in getting this Agreement into a final acceptable form and ultimately executed. We look forward to continuing our excellent working relationship with DELCORA long into the future.

Sincerely,

Laurie E. van Genderen  
Senior Environmental Specialist

cc: Jerome Sheehan, Director



**AGREEMENT CONCERNING THE DISPOSITION OF WASTEWATER  
GENERATED AT THE BURLINGTON COUNTY RESOURCE RECOVERY COMPLEX**

**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 BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS**, a body politic and corporate of the State of New Jersey, having administrative offices at 49 Rancocas Road, Mount Holly, NJ 08060 (hereinafter referred to as the "Board" or "County").

**WITNESSETH:**

**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 Burlington County Resource Recovery Complex (the "Complex"), owned by the County, generates wastewater; and

**WHEREAS**, the County desires to have certain Complex waste treated and disposed of by DELCORA at its WRTP; and

**WHEREAS**, DELCORA is agreeable to treat and dispose of the waste of the County produced at the Complex 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.**

"Discharge Permit" means the Wastewater Discharge Permit, Permit No. 1HW-009 issued by DELCORA to the County effective February 1, 2013, a true and correct copy of which is attached hereto as Exhibit "A", incorporated herein by reference and made a part hereof.

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

"Leachate" means water that passes through a landfill located at the Complex.

“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 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.
- Water not permitted or otherwise not in compliance with the Discharge Permit.

“Waste” and “Wastewater” means wastewater generated at the Burlington County Resource Recovery Complex. 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 County’s Commitments. The County 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 County will comply with all laws and regulations of the Commonwealth of Pennsylvania concerning waste delivered for disposal into the System. The County 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 County 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 County's 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.

2.4. Notice to County Concerning System Operations. DELCORA agrees to give the County 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 County, State or other authority. DELCORA agrees to send a copy of any self-reporting violations and notices of violations to the County. DELCORA shall also notify the County if it becomes aware that the System will not be able to accept deliveries from the County for more than two business days.

2.5. Right to Sample. DELCORA shall have the right to sample Waste 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 Complex where Waste is collected prior to delivery to the Facility.

2.7. Right to Reject. DELCORA shall have the right to reject a delivery of Waste 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 County or County's Waste is not in compliance with the Discharge Permit or applicable law.

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. COUNTY'S WARRANTIES, OBLIGATIONS, COMMITMENTS AND RIGHTS.

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

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

3.3. Delivery. The County is responsible for delivering the Waste 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.

3.4. The County agrees to not knowingly deliver Unacceptable Waste to DELCORA.

3.5. Compliance with Discharge Permit.

The County shall comply in all respects with the terms, conditions, requirements and obligations of the Discharge Permit.

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

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

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

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

3.10. Effect of Payment. County 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 County 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 31, 2017, 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 County continues to dispose of the Waste 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.

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 County. DELCORA shall notify the County of any formal proceedings or order so that the County 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 Waste to be delivered pursuant to this Agreement, or (b) DELCORA determines that the treatment of County's Waste 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 County, 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 County thereof. On DELCORA's failure to correct its default the County shall have the right to terminate this Agreement.

5.2. Termination for County Default. County default in its obligations specified in this Agreement shall give DELCORA the right to terminate this Agreement. So long as the County's performance of

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

Section 6. INDEMNIFICATIONS

6.1. Indemnification by County. The County 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 County'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.

6.2. Indemnification by DELCORA. DELCORA agrees to indemnify and save the County 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 DELCORA's making and performance of this Agreement; provided that this indemnification shall not apply to any damages and claims for damages arising from the negligence of the County, its servants, agents, employees, contractors and subcontractors.

Section 7. INSURANCE

7.1. The County's Insurance. The County 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.

E. The County shall require hauler Accurate Waste Removal Services , or any subsequent hauler performing services under or attendant to this contract, to carry third party and public Pollution liability insurance coverage, covering liability for the full extent of transit services, including loading and unloading, contemplated hereunder. Coverage shall include but is not limited to, the MCS-90 and CA9948. 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 hauler's services. The policy's retroactive date shall be no later than the effective date of this Agreement. All policies shall include DELCORA as an Additional Insured on a primary and non-contributory basis.

The County 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 County's policy shall include a Waiver of Subrogation in favor of DELCORA.

7.2 DELCORA's Insurance. At its' own cost and expense DELCORA shall obtain and maintain for the life of the contract, and shall cause its contractors and subcontractors to obtain and maintain for the life of their subcontracts, the insurance coverages described herein:

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.

DELCORA shall have the County 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 the County with a certificate of insurance evidencing the required insurance. DELCORA's policy shall include a Waiver of Subrogation in favor of the County.

#### 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 "County" 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 County 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 County of Burlington 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 County certifies that in performing services pursuant to this Agreement the County knows of no circumstance that would constitute a conflict of interest, financial or otherwise, between the County or its principals or members with the interest of DELCORA in general. the County further certifies that it knows of no circumstance or relationship between the County 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 County 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 County 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 County 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**

  
\_\_\_\_\_  
Joseph L. Salvucci, Executive Director

7-7-2014  
Date

**BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS**

  
\_\_\_\_\_  
Paul Drayton, County Administrator


  
\_\_\_\_\_  
Date

Exhibit "A"

[attach copy of Wastewater Discharge Permit, Permit No. 1HW-009]



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

September 13, 2013

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Ms. Laura van Genderen  
Burlington County Resource Recovery  
P.O. Box 429  
Columbus, NJ 08022

**RE: Final Modification Industrial Discharge Permit  
No. 1HW-009**

Dear Ms. van Genderen:

Per the correspondence dated July 22, 2013, the industrial discharge permit for **Burlington County Board of Chosen Freeholders** has been modified to reflect the recently finalized Local Limits Resolution 2013-12. These changes pertain to Part I, the Effluent Limitations section of the industrial discharge permit.

This permit is effective as of **October 1, 2013**. Enclosed are the executed original and a receipt acknowledgement page. Please sign and date the receipt acknowledgement page, and return it to DELCORA.

Your continued cooperation with DELCORA's Pretreatment Program is appreciated. Do not hesitate to me at (610) 876-5523, extension 213 if you have any questions.

Sincerely,

Irene Fitzgerald  
Lab & Pretreatment Manager

IF:dds  
Enclosure

cc: Ian Piro, via email  
City of Chester  
File Copy

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



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

**WASTEWATER DISCHARGE PERMIT  
MODIFICATION  
Permit No. 1HW-009**

In accordance with the provisions of the DELCORA Standards, Rules, and Regulations of 2011, Resolution No. 2011-04 and Resolution No. 2013-12 Establishing Local Limits for Discharge to DELCORA Facilities Under the Industrial Pretreatment Program, or as Amended,

**Burlington County Board of Chosen Freeholders  
2098 Burlington-Columbus Road  
Florence, NJ 08518**

is hereby authorized to discharge industrial wastewater from the above identified facility into the DELCORA sewer system in accordance with effluent limitations, monitoring requirements, and other conditions set forth in this permit.

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant identified in this permit more frequently than or at a level in excess of that authorized shall constitute a violation of the permit.

This permit will be reopened and modified by DELCORA to incorporate any new or revised Federal, State, or Local Pretreatment Standards or requirements. Modified permits will be reissued according to Section 321 of Resolution No. 2011-04.

This permit shall become effective on **October 1, 2013** and shall expire at midnight on **January 31, 2017**

The Permittee shall not discharge after the date of expiration. If the Permittee wishes to continue to discharge after this expiration date, an application must be filed for reissuing of this permit in accordance with the requirement of Section 319 of Resolution No. 2011-04, a minimum of 180 days prior to the expiration date.

  
\_\_\_\_\_  
Signature

Joseph L. Salvucci  
Name (Typed)

\_\_\_\_\_  
Executive Director  
Title

9-13-2013  
Date

**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

## **DEFINITION OF TERMS AND ABBREVIATIONS**

**Accidental Discharge.** Any unpermitted or non-routine discharge of pollutants into the sewer system, which may be intentional or unintentional in nature or cause problems to the POTW.

**Authority (DELCORA).** The Delaware County Regional Water Quality Control Authority, including agents or persons authorized to act on its behalf.

**Biological Oxygen Demand (BOD<sub>5</sub>).** The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure for five (5) days at twenty (20) degrees centigrade expressed in terms of concentration or loading.

**B.O.D.<sub>20</sub>.** Day Biochemical Oxygen Demand with nitrogenous demand inhibited, also called First Stage Oxygen Demand (FSOD).

**BTEX.** Benzene, Toluene, Ethylbenzene and Xylenes.

**Bypass.** The intentional diversion of wastestreams from any portion of an Industrial User's pretreatment facility.

**City.** City of Philadelphia Water Department.

**Chemical Oxygen Demand or COD.** A measure of the oxygen required to oxidize compounds, both organic and inorganic, in water.

**Composite Sample.** A sample prepared by combining discrete samples collected from the wastestream either at periodic time intervals or in proportion to the wastestream flow. The frequency of discrete sample collection is a function of variability of pollutant(s) concentration(s) and/or wastestream flow.

24 HC - 24-hour composite sample, either time or flow proportional.

**CTAS.** Cobalt thiocyanate active substances, also called nonionic surfactants.

**Daily Maximum Limit.** The maximum allowable discharge limit of a pollutant during a calendar day or 24-hour period. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of a day. Where Daily Maximum Limits are expressed in terms of concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

**F.O.G.** Fats, oils and greases, listed as oil and grease in 40 CFR 136 for purposes of analysis.

**GPD.** Gallons per day.

**Grab Sample.** A sample that is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

**Industrial Wastewater.** The liquid or water-borne wastes from industrial or manufacturing processes. Unless specifically stated otherwise, this term shall not include sanitary sewage or sanitary wastewater components.



Monthly Average. The sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that calendar month.

MBAS. Methylene blue active substances, also called Anionic Surfactants.

MTBE. Methyl Tertiary Butyl Ether.

MGD. Millions of gallons per day.

NAICS. North American Industry Classification System

Peak Daily Rate. The maximum allowable flow of wastewater to the sewer system in a calendar day.

Priority Pollutants. Metals, Base/Neutral Organics, Acid Organics, Volatile Organics, Pesticides/PCB's, Dioxins, Cyanide and Phenol as listed by the EPA in Appendix A to 40 CFR Part 423, as amended.

- Metals - antimony, arsenic, beryllium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, thallium and zinc.
- Acid/Base/Neutral Organics - organic compounds extractable.
- Volatile Organics – also called purgable organics.
- Pesticides
- PCB's- Polychlorinated Biphenyls
- Dioxin – 2,3,7,8-Tetrachloro-Dibenzo-p-Dioxin (TBDD)

Process Wastewater. Any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of: any raw material, intermediate product, finished product, by-product, or waste product, either discharged continuously, intermittently or as a batch discharge.

PWD. Philadelphia Water Department

Shall is mandatory; May is permissive.

SIC. Standard Industrial Classification

Slug Load or Slug Discharge. Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards set forth in Sections 201 and 202 of Resolution 2011-04. A Slug Discharge is any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violates the POTW's regulations, Local Limits or Permit conditions.

TDS. Total dissolved solids, also listed as filterable residue.

Total Suspended Solids (TSS). The total matter in water, wastewater or other liquids, and which is retained by a laboratory filtering, expressed in terms of weight and concentration [milligrams per liter (mg/L)].

TKN. Total Kjeldahl Nitrogen.

TOX. Total halogenated organics as listed in Appendix A of 40 CFR 136.

TPH. Total Petroleum Hydrocarbons.

All terms used in this permit which are not defined in this section are taken to have the same meaning as that in the DELCORA Standards, Rules, and Regulations of 2011, DELCORA Resolution No. 2011-04.

## **PART I - EFFLUENT LIMITATIONS**

- A. During the period of **October 1, 2013 to January 31, 2017** the Permittee is authorized to discharge processed wastewater from **the conveyance and collection of leachate from a municipal solid waste landfill** to the DELCORA sewer system through the outfall(s) listed below:

**OUTFALL  
001**

**DESCRIPTION  
Wastewater discharged from the leachate  
storage tank(s) and delivered to DELCORA's  
WRTP through a permitted waste hauler**

- B. During the period **October 1, 2013 to January 31, 2017** the process discharge(s) through **Outfall 001** shall comply with all applicable Federal, State and Local Statutes, Ordinances and Regulations, including Resolution(s) No. 2013-12 and No. 2011-04 and the following effluent limitations:

**EFFLUENT LIMITATIONS**

<b><u>PARAMETER</u></b>	<b><u>MONTHLY AVERAGE RATE</u></b>	<b><u>PEAK DAILY RATE</u></b>	<b><u>DAILY MAXIMUM (mg/L)</u></b>
Flow	120,000 GPD	310,000 GPD	--
BOD <sub>5</sub>			(1)
COD			(1)
FOG			100
pH			(2)
Arsenic (T)			0.35(5)
Cadmium (T)			0.07
Chromium (T)			10.8
Copper (T)			1.33
Lead (T)			1.54
Mercury (T)			0.011
Nickel (T)			4.64
Selenium (T)			0.45
Silver (T)			0.22
Zinc (T)			5.82
Cyanide (T)			0.30
Phenols (T)			16
Temperature			(4)

Any change in local or categorical discharge limits, whether up or down, will be applied to this section from the date they are ratified and/or become effective. In addition, DELCORA reserves the right to modify any or all of the effluent limitations, if Permittee's discharge causes or contributes, or threatens to cause or contribute, to a pass-through or interference at DELCORA Treatment Facility, or to an exceedance of any limitations applicable to DELCORA Wastewater Treatment or Sludge Disposal Facility.

(T) = Total

**NOTES:**

1. No limit has been established at this time.
2. The pH shall not be less than 5.5 or greater than 9.5 standard units (SU). At no time may the pH of the discharge be below 5.0 SU.
3. Total halogenated organics shall include the 29 purgable halocarbons as listed in Appendix A of 40 CFR 136. Method 601 – Purgable Halocarbons shall be used.
4. At no time shall the temperature of the waste stream exceed 120° F. At no time shall the wastestream cause the influent of the POTW to exceed 104° F causing inhibition of biological activity resulting in interference.

**5. Variance granted for Arsenic.**

**(T) = Total**

**PART II - MONITORING REQUIREMENTS**

A. From the period of **October 1, 2013 to January 31, 2017** the Permittee shall monitor Outfall **001** for the following:

<u>Parameter</u>	<u>Sample Location</u>	<u>Measurement Frequency</u>	<u>Sample Type</u>
Flow	--	Every Load	(1)
BOD5	(2)	Monthly	Composite (3)
TSS	(2)	Monthly	Composite (3)
COD	(2)	Monthly	Composite (3)
Oil and Grease	(2)	Monthly	Grab
Ammonia (NH3 as N)	(2)	Monthly	Grab
pH	(2)	Every Load	Grab (4)
Arsenic (T)	(2)	Quarterly	Composite (3)
Cadmium (T)	(2)	Quarterly	Composite (3)
Chromium (T)	(2)	Quarterly	Composite (3)
Copper (T)	(2)	Quarterly	Composite (3)
Lead (T)	(2)	Quarterly	Composite (3)
Mercury (T)	(2)	Quarterly	Composite (3)
Nickel (T)	(2)	Quarterly	Composite (3)
Selenium (T)	(2)	Quarterly	Composite (3)
Silver (T)	(2)	Quarterly	Composite (3)
Zinc (T)	(2)	Quarterly	Composite (3)
Volatile Organics (EPA 624)	(2)	Quarterly	Grab
Acid-Base-Neutral Extractables (EPA 625)	(2)	Quarterly	Composite (3)
Pesticides and PCBs (EPA 608)	(2)	Quarterly	Composite (3)

**NOTES:**

- (1) The volume of wastewater discharged shall be measured in gallons per day using the certified tanker truck volume.**
- (2) The material shall be sampled directly from the leachate holding tank, or from the discharge of the tanker truck at the POTW. The sample shall be representative of a daily discharge.**
- (3) Under typical rates of leachate generation, the leachate holding tank is an approximate and accurate representation of a composite sample. Should the dynamics of the manner in which the tank is filled and/or emptied, DELCORA reserves the right to required an alternative sampling method such as the compositing of multiple discrete sampling events.**

(4) The pH shall be monitored and recorded at discharge point by a trained POTW operator. Failure to meet the pH limit will result in the load being rejected. For this reason, DELCORA recommends Permittee monitor the leachate tank for pH prior to delivery.

B. All handling and preservation of collected samples and laboratory analyses of samples shall be performed in accordance with 40 CFR Part 136 and amendments thereto unless specified otherwise in the monitoring conditions of this permit.

### **PART III - OPERATION & MAINTENANCE OF POLLUTION CONTROLS**

#### **A. Pretreatment Facilities and Control Structure Provisions.**

Where deemed necessary to comply with applicable regulations and the terms of this permit, the Permittee shall provide suitable pretreatment facilities. They shall be planned, designed, constructed, owned, operated, and maintained by the Permittee at his expense and shall be located for ease of inspection and cleaning.

A summary of the pretreatment system(s) to be provided by Permittee follows:

**Leachate holding tank has the ability to settle solids from the leachate collection process. The wastewater shall not include the settled solids below the discharge outlet. Permittee shall maintain records for the appropriate disposal of settled solid (tank bottom sludge)**

It is the Permittee's responsibility to effectively manage these facilities. Failure to do so constitutes a violation of DELCORA's regulations and is subject to enforcement as cited therein.

The Permittee shall also provide a suitable control structure for the inspection, observation, sampling, and flow measurement of Permittee's industrial contribution. The control structure shall be safe, accessible at all times, secure from unauthorized tampering, and continuously operated and maintained at Permittee's expense. In addition to being compatible with all of Permittee's monitoring requirements, the control structure shall be of suitable capabilities so as to accommodate the installation of DELCORA's monitoring equipment.

In addition, the following monitoring and control equipment shall be provided:

1. The Permittee shall install and maintain at its expense suitable (totalizing) flow meter(s) of design and manufacture acceptable to DELCORA which will continuously monitor rates of flow and/or volumes of wastewater being discharged to the DELCORA Wastewater Management System.
2. The Permittee shall incorporate a lockable isolation device as a means to sever access to the system satisfactory to DELCORA.

B. Duty to Halt or Reduce Activity.

Upon reduction, loss or failure of the Permittee's pretreatment facility, the Permittee shall, to the extent necessary to maintain compliance with its permit, control production or all discharges or both until operation of the pretreatment facility is restored or an alternative method of treatment is provided. This requirement applies, for example, when the primary source of power for the pretreatment facility fails or is reduced.

C. Bypass of Pretreatment Facilities

1. The Permittee may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it is also for essential maintenance to assure efficient operation.

2. Notification of bypass:

(a) Anticipated bypass. If the Permittee knows in advance of the need for a bypass, it shall submit prior written notice, at least ten (10) days before the date of the bypass, to DELCORA.

(b) Unanticipated bypass. The Permittee shall notify DELCORA immediately upon the occurrence of an unanticipated discharge that does or may violate permit conditions. Notification shall be by telephone to:

DELCORA at – (610) 876-5523, Ext. 213 - 8:30 a.m. to 4:30 p.m.  
(610) 876-5523, Ext. 214 - 24 hours

The notification shall include location of discharge, date and time thereof, type of waste, including concentration and volume, and corrective actions taken. The Permittee must submit a written notice to the POTW within 5 days. This report shall specify:

- i. A description of the bypass, and its cause, including its duration; exact dates and times.
- ii. Whether the bypass has been corrected; and if not how long it will continue.
- iii. The steps being taken or to be taken to reduce, eliminate and prevent a reoccurrence of the bypass.

**PART IV - REPORTING REQUIREMENTS**

A. Self-Monitoring Reports

Monitoring results obtained shall be summarized and reported on an Industrial User Monitoring Form on a **monthly** basis. The reports are due on the twenty-eighth (28th) of the month following the period covered by the report. The written report shall be certified and signed by an Authorized Representative of the Industrial User. Contents of the report are defined under Part II, Section A of this permit.

1. Where the Permittee contracts sample analyses (in satisfaction of monitoring requirements), a copy of the laboratory report showing results, methods used, and signature(s) shall be included with the self-monitoring report. It is the Permittee's responsibility to ensure contract laboratory compliance with Part II, Section B of this permit.
  2. Where the Permittee performs sample analyses in satisfaction of monitoring requirements, the Permittee shall ensure compliance with Part II, Section B of this permit.
  3. The monthly monitoring report shall include a statement as to whether or not the Permittee has achieved compliance with Federal and local pretreatment limits.
  4. If the Permittee has not achieved compliance with all limits, the monthly monitoring report shall;
    - a. Provide an explanation for failure to achieve compliance; and
    - b. A proposed corrective plan, including milestone dates, shall be submitted to and approved by DELCORA and, should a compliance schedule be necessary, it shall be appended to this Permit as Part VI.
  5. If the Permittee's manufacturing process ceases to involve a pollutant parameter listed in Part I a principal or executive officer of the Permittee's may so certify to this fact on an annual basis. Upon approval of this certification by DELCORA, testing and reporting for that parameter shall be limited to once per 6 months.
  6. The Permittee shall notify the Authority of any changes in production which exceed twenty percent (20%) of the production units used in calculating production based limits, if applicable.
  7. Monitoring reports shall be based upon data obtained through appropriate sampling and analysis performed during the period covered by the report, which is representative of conditions occurring during the reporting period.
- B. If the Permittee monitors any pollutant more frequently than required by this permit, using test procedures approved under 40 CFR Part 136 or as specified in this permit, the results of such monitoring shall be included in the calculation and results shall be reported in the report and submitted to DELCORA.

C. Automatic Resampling

If the results of the Permittee's wastewater analysis indicate an effluent limit exceedance has occurred, the Permittee must:

1. Inform DELCORA of the violation within 24 hours of awareness of result; and
2. Repeat the sampling and pollutant analysis and submit, in writing, the results of this second analysis within thirty (30) days of becoming aware of the first violation. The industrial user is not required to resample if:

(A) The Control Authority performs sampling at the industrial user at a frequency of at least once per month.

- (B) The Control Authority performs sampling at the Permittee's location between the time when the Permittee performs the initial sampling and the time when the Permittee receives the results of this sampling.

D. Potential Problems for POTW (Accidental or Intentional Discharge)

1. The Permittee shall notify DELCORA immediately upon the occurrence of an intentional or uncontrolled discharge that may cause problems to the POTW or that does or may violate permit conditions. Notification shall be by telephone at (610) 876-5523, extension 213 from 8:30 a.m. to 4:30 p.m., and (610) 876-5523, extension 214, 24 hours a day. The notification shall include location of discharge, date and time thereof, type of waste, including concentration and volume, and corrective action taken.

Within five (5) days following such a discharge, the Permittee shall submit to DELCORA a detailed written report. The report shall specify:

- a. Description and cause of the slug loading or unintentional discharge or problem discharge, and the impact on the Permittee's compliance status. The description should also include location of discharge, type, concentration and volume of waste.
- b. Duration of noncompliance, including exact dates and times of noncompliance, and if the noncompliance continues, the time by which compliance is reasonably expected to occur.
- c. All steps taken or to be taken to reduce, eliminate, and prevent recurrence of such a slug loading, intentional discharge, problem discharge or other conditions of noncompliance.

E. Facility Changes

The Permittee shall give notice to DELCORA 90 days prior to any facility expansion, production increase process modifications or other changes which result in new or substantially increased discharges or a change in the nature of the discharge.

F. Signatory Requirements

1. All applications, correspondence, reports and self-monitoring reports shall be signed and certified:
  - a. In the case of a corporation, a president, secretary, treasurer or vice president of the corporation in charge of a principle business function or any other person who performs similar policy-making or decision-making functions for the corporation; or the manager of one or more manufacturing, production or operation facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures; or



- b. For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or
  - c. For a government entity: by the administrator, chairman, director, or principal executive responsible for operation at the facility.
2. All applications, correspondence, reports, and self-monitoring reports may be signed by a duly authorized representative of the person described above. A person is a duly authorized representative only if:
- a. The authorization is made in writing by a person described in Section F (1), above;
  - b. The authorization specified either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of plant manager, superintendent, or position of equivalent responsibility, or having overall responsibility for environmental matters. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.)
3. Certification. All applications and reports shall contain the following certification:

"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 fines and imprisonment for knowing violations."

- G. All reports required by this permit shall be submitted to DELCORA at the following address:

Delaware County Regional Water Quality Control Authority  
Post Office Box 999 ( by U.S. Postal Service )  
100 East Fifth Street ( by Courier )  
Chester, Pennsylvania 19016  
Attention: Laboratory & Pretreatment Manager

- H. Flow Data Reporting and Certification

1. Factory Calibration

All newly installed or reinstalled flow meters to be used for reporting wastewater discharge flow shall have a wet calibration conducted at the Manufacturer's facility prior to shipment. The calibration "rig" shall be certified to a national/international standard. The permittee shall be solely responsible and strictly liable for insuring that all flow meters shall be installed in accordance with the Manufacturer's guidelines for installation. In addition, the Manufacturer shall certify that the meter is installed properly and perform the initial field certification. The meter type and model number, initial reading test observations, and type of test equipment shall be documented and provided to DELCORA within three (3) months of permit issuance.

## 2. Accuracy

All flow meters installed by the permittee for use in reporting to DELCORA shall have an accuracy of 99.5% or better, which is defined to mean that, at all times, the meters must measure and record flow within plus or minus 0.5% of the true value (that is, actual flow) or better ("Accuracy of 99.5% of flow").

## 3. Field Meter Certification And Calibration

- a. The permittee shall be solely responsible and strictly liable for insuring that field certifications and calibrations are conducted in such manner as to insure that the flow meter achieves the greater of the Accuracy of 99.5% of flow or the manufacturer's specified accuracy.
- b. Initial field certification of the meter shall be performed after installation and prior to wastewater discharge to DELCORA. Annual field certification shall be performed at six (6) -month intervals.
- c. At a minimum, certification of flow meters shall be performed by a qualified third party at least once annually. The third party can be the meter manufacturer, the manufacturer's service provider, or an outside company not affiliated with or owned by the permittee or any of its affiliates. The third party performing the certification shall be knowledgeable about and experienced with the specific type of flow meter and the Manufacturer's specifications for that flow meter.
- d. The permittee shall be solely responsible and strictly liable for insuring that, as part of each annual field certification, the third party performs all certification tests, calibrations and other procedures necessary to insure that the meter maintains the greater of the Accuracy of 99.5% of flow or the manufacturer's specified accuracy. Copies of all test data, reports and observations from all such certifications shall be provided to DELCORA with the next monthly Self Monitoring Report.
- e. Documentation of Annual Certification

The following documentation shall be submitted to DELCORA:

- Flow meter manufacturer, model number, serial number, size, and tag number.
- Date flow meter was installed, manufacturer's installation certification.
- Standard used for calibrating flow meter.
- Test equipment used for certification.
- A printout showing the tests performed, the results of the tests performed, and the limits for pass/fail.
- A printout showing that test results have fallen within the Manufacturer's acceptable levels and the meter has the same characteristics as compared to the meter's initial calibration.
- Configuration or calibration constants particular to the meter.
- Name of certification firm and date certification completed.
- Name of technician performing test.

- Date of certification.
  - Span of calibration ranges.
  - The accuracy of the flow meter as determined by the certification, expressed as a percentage of flow, together with a statement of whether the flow meter was found to have an accuracy equal to the greater of Accuracy 99.5% of flow or the manufacturer's specified accuracy. If calibration adjustments or other adjustments were made as part of the field certification, then the report shall state the accuracy of the flow meter both before and after such adjustments, along with a statement of whether the flow meter achieved the greater Accuracy of 99.5% of flow or the manufacturer's specified accuracy both before and after such adjustments.
- f. At least annually the permittee shall have a third party test the meter with zero flow and document the results. The permittee shall provide a printout showing all test results of the zero flow test and verification that there was no flow during the test.

#### 4. New Meters

- a. New flow meters to be used for billing purposes shall be of the electromagnetic flow meter type with self-diagnostic capability. Other types of meters shall only be used with prior approval of DELCORA.
- b. Meters shall be installed to facilitate zeroing meter during testing.
- c. Technical data on proposed meters shall be submitted to DELCORA for review and approval prior to procurement and installation.

### PART V - GENERAL CONDITIONS

#### A. Re-opener Clause

This permit will be reopened and modified by DELCORA to incorporate any new or revised Federal, State, or Local Pretreatment Standards or requirements. Modified permits will be reissued according to Section 321 of Resolution No. 2011-04.

#### B. Non-Transferability

A Wastewater Discharge Permit issued for the Permittee's usage of the system shall not be reassigned or transferred or sold to a new owner, new user, or different premises without the express written consent of DELCORA. The Permittee must provide at least 30 days advance written notice to DELCORA.

#### C. Site Access

DELCORA personnel shall be admitted to any site which contributes wastewater to the DELCORA Wastewater Management System for the purpose of inspection, record examination, monitoring, sampling, enforcement or any other form of surveillance deemed necessary in determining the Permittee's compliance with these Standards, Rules, and Regulations, including securing copies of any relevant documents or other information.

DELCORA shall exert every effort to be reasonable in the exercise of this provision including, where feasible, scheduling such access during times when the site is normally occupied. However, this shall not preclude the Authority from securing entrance upon minimal notification at unusual times regardless of site occupancy if there is urgent cause for such admittance, or if reasons for access are not consistent with advance notice. In either case, whether scheduled or unannounced, site access shall not be unduly withheld; the presentation of suitable credentials shall entitle the bearer prompt site admittance. It shall be the Permittee's responsibility to incorporate this requirement with any applicable security procedures employed so that prompt admittance for the performance of these specific responsibilities will not be impeded.

D. Retention of Records

The Permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit as well as; 1) the date, exact place, method and time of sampling, and the names of the person or persons taking the samples. 2) The dates analysis were performed, 3) Who performed the analysis, 4) The analytical techniques / methods used and the results of such analysis and records of all data used to complete the application for this permit, for a period of **at least six (6) years** from the date from the date of the sample, measurement, report or application. This period may be extended by request of DELCORA at any time.

E. Severability

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

F. Duty to Comply

The Permittee 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 abatements.

G. Penalties for Violations of Permit Conditions

DELCORA's Resolution No. 2011-04 provides that any person who violates a permit condition is subject to a civil penalty of up to \$25,000.00 per day, per violation, up to the maximum penalty or fine allowable by law. Any person who willfully or negligently violates permit conditions is subject to a fine of up to \$25,000.00 per day, per violation, or by imprisonment, or both.

DELCORA may further require Industrial User to take corrective steps to achieve compliance. These penalties do not relieve Industrial User from any other civil or criminal penalties which may be leveled under federal, state or local laws or DELCORA's Regulations.

For any accidental or slug discharge, DELCORA may assess the Permittee all costs incurred by DELCORA , including but not limited to remediation costs, legal fees, and penalties incurred

by DELCORA under federal, state or local law. Additionally, all penalties under federal, state, or local law incurred by DELCORA as a direct result of any violation of this Permit may be assessed against the Permittee.

Within fifteen (15) days from DELCORA's notice of failure to fulfill any condition of the Permit, the Permittee shall provide DELCORA with an explanation of the failure. Within thirty (30) days the Permittee shall submit a proposed plan to achieve compliance with the condition, if necessary.

#### H. Spill/Slug Prevention Plan

Within three (3) months of the effective date of this Permit, the Permittee shall submit to DELCORA for DELCORA's written approval an accidental spill prevention plan ("spill plan") specifying processes to eliminate or minimize any accidental or slug discharges. DELCORA's written approval of a spill plan shall not relieve the Permittee of any liability under Federal, state or local law. The spill plan shall contain, at a minimum, the following elements:

- a. Description of discharge practices, including routine and non-routine batch discharges;
- b. Description of stored chemicals;
- c. Procedures for promptly notifying DELCORA of slug discharges as defined under 40 CFR Section 403.5(b), with procedures for follow-up written notification within five (5) days;
  - a. CFR Section 403.5(b), with procedures for follow-up written notification within five (5) days;
- d. Any necessary procedures to prevent accidental spills, including maintenance of storage areas, handling and transfer of materials; loading and unloading operations, and control of plant site runoff;
- e. Any necessary measures for building containment structures or equipment;
- f. Any necessary measures to assure the integrity of storage vessels and piping;
- g. Any necessary measures for controlling toxic organic pollutants (including solvents);
- h. Any necessary procedures and equipment for emergency response;
- i. Any necessary follow-up practices to limit the damage suffered by the treatment plant or its environment.

#### I. Proper Disposal of Pretreatment Sludges and Spent Chemicals and Hazardous Waste

A Permittee must dispose of a hazardous sludge and spent chemicals in accordance with any applicable laws including but not limited to Section 405 of the Clean Water Act and Subtitles C and D of the Resource Conservation and Recovery Act ("RCRA"). The user must notify DELCORA in the event of a discharge of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR 261.

#### J. Confidentiality

A Permittee may assert confidentiality claims in accordance with 40 CFR Part 403.14 by designating business information as such. DELCORA will maintain reasonably designated information as confidential from third parties except for federal or state agencies. In the event of a third party request for access to confidential business information, the Permittee shall indemnify and defend DELCORA or the claim of confidentiality shall be deemed waived.

K. Dilution

The Permittee shall not increase the use of potable or process water or, in any way attempt to dilute an effluent as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in this permit.

L. Revocation of Permit

1. This Permit may be modified, revoked and reissued, or terminated for good cause including, but not limited to, the following:
  - a. To incorporate any new or revised federal, state, or local pretreatment standards or requirements;
  - b. Material or substantial alterations or additions to the Permittee's operation which were not covered in the effective permit;
  - c. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge;
  - d. Information indicating that the permitted discharge poses a threat to DELCORA's collection and treatment systems, plant personnel, or the receiving waters;
  - e. Violation of any terms or conditions of this Permit;
  - f. Obtaining this Permit by misrepresentation or failure to disclose fully all relevant facts; or
  - g. Upon request of the Permittee, provided such request does not create a violation of any existing applicable requirements, standards, laws or rules, and regulations.
2. The filing of a request by a Permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

**PART VI – NOTES AND MODIFICATIONS**

**10/26/2011: Initial Application received.**

**12/13/2012: Draft permit issued.**

**02/01/2013: Final Permit issued Effective**

**10/01/2013: Local Limit Permit Modification issued**

**PART VII - COMPLIANCE SCHEDULE**

**NONE AT THIS TIME.**

**PART VII-Fact Sheet**

**The Permit limits are derived from the current local limits resolution (No. 2013-12 and No. 2011-04) with the exception of Arsenic (T). The Arsenic limit is based on the headworks loading analysis that was reviewed by the USEPA. A variance is granted for the increase to the new local limit, as compared to the current limit of 0.166 mg/l.**

**Upon further evaluation, the following variance was granted:**

**Current Local Limit, Resolution(s) No. 2013-12 and No. 2011-04:  
Arsenic-0.166 mg/l**

**Proposed variance:**

**Arsenic: 0.35 mg/l**

**Granted on mass allocation basis:**

**Average Plant Influent Loading for Arsenic:**

**1.14 lbs/day**

**Max Plant Headworks Loading for Arsenic:**

**25.46 lbs/day**

**Average Burlington County Loading Under proposed Variance:**

**0.35 lbs/day**

Exhibit "B"

[attach fee schedule]



**DELAWARE COUNTY REGIONAL  
WATER QUALITY CONTROL AUTHORITY**

**RESOLUTION NO. 2013-21  
ADOPTED NOVEMBER 19, 2013**

**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 (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.

<b>ADJUSTMENTS FOR INDUSTRIAL WASTEWATERS:</b>	
— 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>ADJUSTMENTS FOR GREASE WASTE:</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.

<u>TOTAL SOLIDS (%)</u> <u>(SUSPENDED &amp; DISSOLVED)</u>	<u>PRICE PER</u> <u>GALLON (cents)</u>
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 ¢

**ABOVE 20.00%****PRICED UPON REQUEST****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 ¢

**Section 2.** This Resolution shall become effective **January 1, 2014**.


**Section 3.** All resolutions or parts of resolutions inconsistent herewith are hereby repealed to the extent of such inconsistency. (Rescinds Res. No. 2012-22)

**RESOLVED** this 19<sup>th</sup> of November, 2013.

**DELAWARE COUNTY REGIONAL  
WATER QUALITY CONTROL AUTHORITY**

BY:   
Stanley R. Kester, Chairman

ATTEST:

  
David G. Gorbey, Secretary