

REFERENCE DOCUMENTS  
TO THE  
INCINERATION FACILITIES  
LEASE AGREEMENT

among

THE BOROUGH OF NAUGATUCK, CONNECTICUT,  
as Lessor

and

THE WATER POLLUTION CONTROL AUTHORITY  
OF THE BOROUGH OF NAUGATUCK,  
as Lessor

and

NAUGATUCK ENVIRONMENTAL TECHNOLOGIES, LLC,  
as Lessee

Dated

October 25, 2001

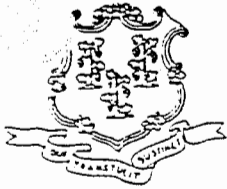
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LIST OF REFERENCE DOCUMENTS

- A. National Pollutant Discharge Elimination System (NPDES) Permit No. CT0100641, effective as of August 7, 2001.
- B. National Pollutant Discharge Elimination System (NPDES) Sewage Sludge Incinerator Permit No. CTL000002, effective as of November 14, 1994.
- C. Consent Order No. 1626, dated February 5, 2001, between the Borough of Naugatuck and the State of Connecticut Department of Environment Protection.
- D. Title V Permit No. 109-0059-TV issued on November 27, 2000.
- E. DEP Permit to Operate No. 109-0001 issued on August 1, 1985.
- F. DEP Permit to Operate No. 109-0002 issued on August 1, 1985.
- G. Pretreatment Permit No. SP0000065, dated January 30, 2001.
- H. Wastewater Facilities Report (Draft Report), dated September 1991, prepared by Stearns & Wheeler for the Borough of Naugatuck.
- I. Discharge and Access Agreement, dated April 12, 2001, between the Borough of Naugatuck and Crompton Manufacturing Company, Inc.
- J. Shared Services Agreement, dated October 25, 2001, between the U.S. Filter Operating Services, Inc. and Naugatuck Environmental Technologies LLC.

Charles

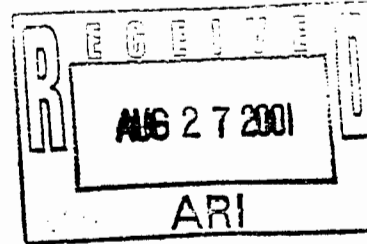


STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



MUNICIPAL NPDES PERMIT

issued to



Location Address:

Borough of Naugatuck  
Town Hall  
229 Church Street  
Naugatuck, CT 06770

500 Cherry Street  
Naugatuck, CT 06770

Facility ID: 088-001

Permit ID: CT0100641

Permit Expires: August 7, 2006

Receiving Stream: Naugatuck River

Design Flow Rate: 10.3 MGD

SECTION 1: GENERAL PROVISIONS

- (A) This permit is reissued in accordance with section 22a-430 of Chapter 446k, Connecticut General Statutes ("CGS"), and Regulations of Connecticut State Agencies ("RCSA") adopted thereunder, as amended, and Section 402(b) of the Clean Water Act, as amended, 33 USC 1251, *et. seq.*, and pursuant to an approval dated September 26, 1973, by the Administrator of the United States Environmental Protection Agency for the State of Connecticut to administer a N.P.D.E.S. permit program.
- (B) Borough of Naugatuck, ("Permittee"), shall comply with all conditions of this permit including the following sections of the RCSA which have been adopted pursuant to section 22a-430 of the CGS and are hereby incorporated into this permit. Your attention is especially drawn to the notification requirements of subsection (i)(2), (i)(3), (j)(1), (j)(6), (j)(8), (j)(9)(C), (j)(10)(C), (j)(11)(C), (D), (E), and (F), (k)(3) and (4) and (l)(2) of section 22a-430-3. To the extent this permit imposes conditions which are more stringent than those found in the regulations, this permit shall apply.

section 22a-430-3 General Conditions

- (a) Definitions
- (b) General
- (c) Inspection and Entry
- (d) Effect of a Permit
- (e) Duty
- (f) Proper Operation and Maintenance
- (g) Sludge Disposal
- (h) Duty to Mitigate
- (i) Facility Modifications, Notification
- (j) Monitoring, Records and Reporting Requirements
- (k) Bypass
- (l) Conditions Applicable to POTWs
- (m) Effluent Limitation Violations (Upsets)
- (n) Enforcement
- (o) Resource Conservation
- (p) Spill Prevention and Control

Permit # CT0100641, Page # 1

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An Equal Opportunity Employer

- (q) Instrumentation, Alarms, Flow Recorders
- (r) Equalization

section 22a-430-4 Procedures and Criteria

- (a) Duty to Apply
- (b) Duty to Reapply
- (c) Application Requirements
- (d) Preliminary Review
- (e) Tentative Determination
- (f) Draft Permits, Fact Sheets
- (g) Public Notice, Notice of Hearing
- (h) Public Comments
- (i) Final Determination
- (j) Public Hearings
- (k) Submission of Plans and Specifications. Approval.
- (l) Establishing Effluent Limitations and Conditions
- (m) Case by Case Determinations
- (n) Permit issuance or renewal
- (o) Permit Transfer
- (p) Permit revocation, denial or modification
- (q) Variances
- (r) Secondary Treatment Requirements
- (s) Treatment Requirements for Metals and Cyanide
- (t) Discharges to POTWs - Prohibitions

- (C) Violations of any of the terms, conditions, or limitations contained in this permit may subject the permittee to enforcement action including, but not limited to, seeking penalties, injunctions and/or forfeitures pursuant to applicable sections of the CGS and RCSA.
- (D) -Any false statement in any information submitted pursuant to this Section of the permit may be punishable as a criminal offense under section 22a-438 or 22a-131a of the CGS or in accordance with section 22a-6, under section 53a-157b of the CGS.
- (E) The Permittee shall comply with section 22a-416-1 through section 22a-416-10 of the RCSA concerning operator certification.
- (F) No provision of this permit and no action or inaction by the Commissioner shall be construed to constitute an assurance by the Commissioner that the actions taken by the permittee pursuant to this permit will result in compliance or prevent or abate pollution.
- (G) Nothing in this permit shall relieve the permittee of other obligations under applicable federal, state and local law.
- (H) An annual fee shall be paid for each year this permit is in effect as set forth in section 22a-430-7 of the RCSA. As of July 1999 the annual fee is \$1,920.

SECTION 2: DEFINITIONS

- (A) The definitions of the terms used in this permit shall be the same as the definitions contained in section 22a-423 of the CGS and section 22a-430-3(a) and 22a-430-6 of the RCSA, except for "Composite", "No Observable Acute Effect Level (NOAEL)" and "Grab Sample Average" which are redefined below.
- (B) In addition to the above, the following definitions shall apply to this permit:

"—" in the limits column on the monitoring tables A, A-1 and B in Attachment 1 means a limit is not specified but a value must be reported on the DMR, MOR, NAR and/or ATMR.

"Average Monthly Limit"; means the maximum allowable "Average Monthly Concentration" as defined in section 22a-430-3(a) of the RCSA when expressed as a concentration (e.g. mg/l); otherwise, it means "Average Monthly Discharge Limitation" as defined in section 22a-430-3(a) of the RCSA.

"Bi-Weekly", means once every two weeks.

"Composite" or "(C)" means a sample consisting of a minimum of eight aliquot samples collected at equal intervals of no less than 30 minutes and no more than 60 minutes and combined proportionally to flow over the sampling period provided that during the sampling period the peak hourly flow is experienced.

"Critical Test Concentration" or "(CTC)", means the specified effluent dilution at which the permittee is to conduct a single-concentration Aquatic Toxicity Test.

"Daily Composite" or "(DC)" means a composite sample taken over a full operating day consisting of grab samples collected at equal intervals of no more than sixty (60) minutes and combined proportionally to flow; or, a composite sample continuously collected over a full operating day proportionally to flow.

"Daily Concentration" means the concentration of a substance as measured in a daily composite sample, or, arithmetic average of all grab sample results defining a grab sample average.

"Daily Quantity" means the quantity of waste generated during an operating day.

"Geometric Mean" is the "n"th root of the product of "n" observations.

"Grab Sample Average" means the arithmetic average of all grab sample analyses.

"Infiltration" means water other than wastewater that enters a sewer system (including sewer system and foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow.

"Inflow" means water other than wastewater that enters a sewer system (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage. Inflow does not include, and is distinguished from, infiltration.

"Instantaneous Limit" means the highest allowable concentration of a substance as measured by a grab sample, or the highest allowable measurement of a parameter as obtained through instantaneous monitoring.

"In stream Waste Concentration" or "(IWC)", means the concentration of a discharge in the receiving water after mixing has occurred in the allocated zone of influence.

"Maximum Daily Limit", means the maximum allowable "Daily Concentration" (defined above) when expressed as a concentration (e.g. mg/l), otherwise, it means the maximum allowable "Daily Quantity" as defined above, unless it is expressed as a flow quantity. If expressed as a flow quantity it means "Maximum Daily Flow" as defined in section 22a-430-3(a) of the RCSA.

"Monthly Minimum Removal Efficiency" means the minimum reduction in the pollutant parameter specified when the effluent average monthly concentration for that parameter is compared to the influent average monthly concentration.

"NA" as a Monitoring Table abbreviation means "not applicable".

"NR" as a Monitoring Table abbreviation means "not required".

"No Observable Acute Effect Level" or "(NOAEL)" means any concentration equal to or less than the critical test concentration in a single concentration (pass/fail) toxicity test conducted pursuant to section 22a-430-3(j)(7)(A)(i) RCSA demonstrating greater than 50% survival of test organisms in 100% (undiluted) effluent and 90% or greater survival of test organisms at the CTC.

"Quarterly", in the context of a sampling frequency, means sampling is required in the months of January, April, July and October.

"Sanitary Sewage" means wastewaters from residential, commercial and industrial sources introduced by direct connection to the sewage collection system tributary to the treatment works including non-excessive inflow/infiltration sources.

"Septage" means any water or material withdrawn from a septic tank used to treat domestic sewage.

"Stormwater" means waters consisting of precipitation runoff.

"Range During Sampling" or "RDS", as a sample type means the maximum and minimum of all values recorded as a result of analyzing each grab sample of; 1) a Composite Sample, or, 2) a Grab Sample Average. For those permittees with pH meters that provide continuous monitoring and recording, Range During Sampling means the maximum and minimum readings recorded with the continuous monitoring device during the Composite or Grab Sample Average sample collection.

"Range During Month" or "RDM", as a sample type means the lowest and the highest values of all of the monitoring data for the reporting month.

"MGD" means million gallons per day.

"Twice per Month" when used as a sample frequency shall mean two samples per calendar month collected no less than 12 days apart.

"ug/l" means micrograms per liter.

"Work Day" in the context of a sampling frequency, means Monday thru Friday excluding holidays.

### SECTION 3: COMMISSIONER'S DECISION

- (A) The Commissioner of Environmental Protection ("Commissioner"), has issued a final decision and found that continuance of the existing system to treat the discharge will protect the waters of the state from pollution. The Commissioner's decision is based on application #199600074 for permit reissuance, received on January 5, 1996 and addenda submitted on October 1, 1996, November 4, 1996 and November 11, 1996 and the administrative record established in the processing of that application.
- (B) The Commissioner hereby authorizes the Permittee to discharge in accordance with the provisions of this permit, the above referenced application, and all approvals issued by the Commissioner or his authorized agent for the discharges and/or activities authorized by, or associated with, this permit.
- (C) The Commissioner reserves the right to make appropriate revisions, after public notice if required, to the permit in order to establish any appropriate effluent limitations, schedules of compliance, or other provisions which may be authorized under the Federal Clean Water Act or the CGS or regulations adopted thereunder, as amended. The permit as modified or renewed under this paragraph may also contain any other requirements of the Federal Clean Water Act or CGS or regulations adopted thereunder which are then applicable.

### SECTION 4: GENERAL LIMITATIONS AND OTHER CONDITIONS

- (A) The permittee shall not accept any sources of non-domestic wastewater conveyed to its POTW by any means other than its sanitary sewerage system unless the generator of such wastewater (a) is authorized by a permit issued by the Commissioner under section 22a-430 CGS (individual permit) or (b) is authorized under section 22a-430b (general permit) or (c) has been issued an emergency or temporary authorization by the Commissioner under section 22a-6k. All such non-domestic wastewaters shall be processed by the POTW via receiving facilities at a location and in a manner prescribed by the permittee and approved by the Commissioner which are designed to contain and control any unplanned releases.

- (B) No new discharge of domestic sewage from a single source to the POTW in excess of 50,000 gallons per day (5% of average daily flow or 50,000 gpd, whichever is less) may be authorized by permittee until the discharger has registered the discharge under the general permit for domestic sewage issued by the Commissioner on June 11, 1992 pursuant to section 22a-430b of the CGS.
- (C) Borough of Naugatuck shall maintain a system of dedicated taxes or other fees sufficient to operate and maintain the POTW (including the collection system) and replace critical components.
- (D) Borough of Naugatuck shall maintain a sewer use ordinance which is consistent with the Model Sewer Ordinance for Connecticut Municipalities prepared by the Department of Environmental Protection. The Commissioner of Environmental Protection alone may authorize certain discharges which may not conform to the Model Sewer Ordinance.
- (E) No discharge shall contain, or cause in the receiving stream, a visible oil sheen or floating solids.
- (F) No discharge shall cause acute or chronic toxicity in the receiving water body beyond any Zone Of Influence (ZOI) specifically allocated to that discharge in this permit.
- (G) The permittee shall maintain an alternate power source adequate to provide full operation of the sewage collection system and to provide a minimum of primary treatment and disinfection at the water pollution control facility to insure that no discharge of untreated wastewater will occur during a failure of a primary power source. Borough of Naugatuck shall maintain an alternate power source adequate to provide full operation of all pump stations.
- (H) The average monthly effluent concentration shall not exceed 15% of the average monthly influent concentration for CBOD5, and Total Suspended Solids, for all daily composite samples taken in any thirty calendar day period.
- (I) Any new or increased amount of domestic sewage discharge to the sewer system is prohibited where it will cause a dry weather overflow or exacerbate an existing dry weather overflow.
- (J) Sludge Conditions
  - (1) The permittee shall comply with all existing federal and state laws and regulations that apply to sewage sludge use and disposal practices, including but not limited to 40 CFR Part 503.
  - (2) If an applicable management practice or numerical limitation for pollutants in domestic sewage sludge more stringent than existing federal and state regulations is promulgated under section 405(d) of the Clean Water Act (CWA), this permit shall be modified or revoked and reissued to conform to the promulgated regulations.
  - (3) The permittee shall give prior notice to the Commissioner of any change(s) planned in the permittee's sludge use or disposal practice. A change in the permittee's sludge use or disposal practice may be a cause for modification of the permit.
  - (4) The permittee is authorized to accept Crompton Manufacturing Company, Inc. (formerly known as Uniroyal Chemical Company, Inc.) sludge via the dedicated pipeline for treatment at one of the four thickener tanks described in the permit application number 199600074.
- (K) The limits imposed on the discharges listed in this permit take effect on the issuance date of this permit, hence any sample taken after this date which, upon analysis, shows an exceedence of permit limits will be considered non-compliance.
- (L) The permittee is hereby authorized to accept septage at the water pollution control facility or other locations approved by the Commissioner.
- (M) The permittee is hereby authorized to accept pretreated wastewaters from Crompton Manufacturing Company, Inc. via the dedicated pipeline at the POTW.
- (N) The temperature of any discharge shall not increase the temperature of the receiving stream above 85°F, or, in any case, raise the normal temperature of the receiving stream more than 4°F.

- (O) When the arithmetic mean of the average daily flow from the POTW for the previous 365 days exceeds 90% of the design flow rate, the permittee shall, within 90 days, develop and submit for the review of the Commissioner a plan to accommodate future increases in flow to the plant. Such plan shall include a proposed scope of work and schedule for the planning, design, construction and financing of any recommended improvements.
- (P) When the arithmetic mean of the average daily load of CBOD5 and/or TSS to the POTW for the previous 365 days exceeds 90% of the design load rate, the permittee shall, within 90 days, develop and submit for the review of the Commissioner a plan to accommodate future increases in load to the plant. Such plan shall include a proposed scope of work and schedule for the planning, design, construction and financing of any recommended improvements.
- (Q) On or before July 31st of each calendar year the main flow meter shall be calibrated in accordance with the manufacturer specifications and the actual record of the calibration shall be retained onsite. Upon request from the DEP, the permittee shall verify in writing to the Department of Environmental Protection, Bureau of Water Management, Planning and Standards Division, Municipal Facilities that the main flow meter has been calibrated in accordance with the manufacturer's specifications.

**SECTION 5: SPECIFIC EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS**

- (A) The discharge shall not exceed and shall otherwise conform to the specific terms and conditions listed in this permit. The discharge is restricted by, and shall be monitored in accordance with the tables A through E which are incorporated in this permit as Attachment 1.
- (B) The permittee shall also monitor the performance of the treatment process, as applicable, in accordance with the requirements specified in the Monthly Operating Report (MOR) and the Nutrient Analysis Report (NAR) as approved by the Commissioner which are incorporated in this permit as Attachment 2.

**SECTION 6: SAMPLE COLLECTION, HANDLING and ANALYTICAL TECHNIQUES**

**(A) Chemical Analysis**

- (1) Chemical analyses to determine compliance with effluent limits and conditions established in this permit, shall be performed using the methods approved pursuant to the Code of Federal Regulations, Part 136 of title 40 (40 CFR 136) unless an alternative method has been approved in writing pursuant to 40 CFR 136.4 or as provided in section 22a-430-3-(j)(7) of the RCSA. Chemicals which do not have methods of analysis defined in 40 CFR 136 or the RCSA shall be analyzed in accordance with methods specified in this permit.
- (2) All metals analyses identified in this permit shall refer to analyses for Total Recoverable Metal, as defined in 40 CFR 136 unless otherwise specified.
- (3) Grab samples shall be taken during the period of the day when the peak hourly flow is normally experienced.
- (4) Samples collected for bacteriological examination shall be collected between the hours of 11 a.m. and 3 p.m. or at that time of day when the peak hourly flow is normally experienced. A chlorine residual sample must be taken at the same time and the results recorded.
- (5) The Minimum Levels specified below represent the concentrations at which quantification must be achieved and verified during the chemical analyses for the parameters identified in Attachment 1, Tables A and B. Analyses for these parameters must include check standards within ten percent of the specified Minimum Level or calibration points equal to or less than the specified Minimum Level. Check standards for chlorine, Total Residual, shall be analyzed at a minimum of once per week.

<u>Parameter</u>	<u>Minimum Level</u>
Arsenic, Total	0.005 mg/l
Beryllium, Total	0.001 mg/l
Cadmium, Total	0.0005 mg/l



Chlorine, Total Residual	0.050 mg/l
Copper, Total	0.005 mg/l
Lead, Total	0.005 mg/l
Mercury, Total	0.0002 mg/l
Selenium, Total	0.005 mg/l
Silver, Total	0.002 mg/l
Thallium, Total	0.005 mg/l
Zinc, Total	0.020 mg/l

- (6) The value of each parameter for which monitoring is required under this permit shall be reported to the maximum level of accuracy and precision possible consistent with the requirements of this Section of the permit.
- (7) Effluent analyses for which quantification was verified during the analysis at or below the minimum levels specified in this Section and which indicate that a parameter was not detected shall be reported as "less than x" where 'x' is the numerical value equivalent to the analytical method detection limit for that analysis.
- (8) Results of effluent analyses which indicate that a parameter was not present at a concentration greater than or equal to the Minimum Level specified for that analysis shall be considered equivalent to zero (0) for purposes of determining compliance with effluent limitations or conditions specified in this permit.
- (B) Acute Aquatic Toxicity Test
- (1) Samples for monitoring of Aquatic Toxicity shall be collected and handled as prescribed in "Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms" (EPA/600/4-90/027F).
- (a) Composite samples shall be chilled to 4°C as they are collected. Grab samples shall be chilled to 4°C immediately following collection. Samples shall be shipped on ice to the laboratory performing the toxicity test and stored at 4°C until testing is initiated.
- (b) Samples shall be taken after dechlorination for Aquatic Toxicity unless otherwise approved in writing by the Commissioner for monitoring at this facility.
- (c) Chemical analyses of the parameters identified in Attachment 1, Table B shall be conducted on an aliquot of the same sample tested for Aquatic Toxicity.
- (i) At a minimum, pH, specific conductance, total alkalinity, total hardness, and total residual chlorine shall be measured in the effluent sample and, during Aquatic Toxicity tests, in the highest concentration of the test and in the dilution (control) water at the beginning of the test and at test termination. Dissolved oxygen, pH, and temperature shall be measured in the control and all test concentrations at the beginning of the test, daily thereafter, and at test termination.
- (d) Tests for Aquatic Toxicity shall be initiated within 36 hours of sample collection.
- (2) Monitoring for Aquatic Toxicity to determine compliance with the permit limit on Aquatic Toxicity (invertebrate) shall be conducted for 48 hours utilizing neonatal (less than 24 hours old) *Daphnia pulex*.
- (3) Monitoring for Aquatic Toxicity to determine compliance with the permit limit on Aquatic Toxicity (vertebrate) shall be conducted for 48 hours utilizing larval (1 to 14-days old with no more than 24 hours range in age) *Pimephales promelas*.
- (4) Tests for Aquatic Toxicity shall be conducted as prescribed for static non-renewal acute tests in "Methods for measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms" (EPA/600/4-90/027F), except as specified below.
- (a) For Aquatic Toxicity limits, and for monitoring only conditions, expressed as a NOAEL value. Pass/Fail (single concentration) tests shall be conducted at a specified Critical Test Concentration (CTC) equal to the

Aquatic Toxicity limit, (100%), as prescribed in section 22a-430-3(j)(7)(A)(i) of the RCSA.

- (b) Organisms shall not be fed during the tests.
  - (c) Synthetic freshwater prepared with deionized water adjusted to a hardness of  $50 \pm 5$  mg/L as CaCO<sub>3</sub> shall be used as dilution water in the tests.
  - (d) Copper nitrate shall be used as the reference toxicant.
- (5) For limits expressed as NOAEL = 100%, compliance shall be demonstrated when the results of a valid pass/fail Aquatic Toxicity Test indicate 90% or greater survival in the effluent sample at the CTC (100%).
- (C) Chronic Aquatic Toxicity Test
- (1) Chronic toxicity testing of the discharge shall be conducted annually during July, August, or September of each year.
  - (2) Chronic toxicity testing shall be performed on the discharge in accordance with the test methodology established in "Short-Term Methods for Estimating The Chronic Toxicity of Effluents and Receiving Water to Freshwater Organisms" (EPA-600-4-91-002) as referenced in 40 CFR 136 for *Ceriodaphnia* survival and reproduction and Fathead minnow larval survival and growth.
    - (a) Chronic toxicity tests shall utilize a minimum of five effluent dilutions prepared using a dilution factor of 0.5 (100% effluent, 50% effluent, 25% effluent, 12.5% effluent, 6.25% effluent).
    - (b) Naugaruck River water collected immediately upstream of the area influenced by the discharge shall be used as control (0% effluent) and dilution water in the toxicity tests.
    - (c) Synthetic freshwater prepared in accordance with EPA-600-4-91-002 at a hardness of  $50 \pm 5$  mg/l shall be used as an additional control (0% effluent) in the toxicity tests.
    - (d) Daily composite samples of the discharge (final effluent following disinfection) and grab samples of Naugaruck River for use as site water control and dilution water shall be collected on day 0 for test solution renewal on day 1 and day 2 of the test, day 2, for test solution renewal on day 3 and day 4 of the test, and day 4, for test solution renewal on day 5, day 6, and day 7 of the test. Samples shall not be pH or hardness adjusted, or chemically altered in any way.
  - (3) All samples of the discharge and Naugaruck River water used in the chronic toxicity test shall, at a minimum, be analyzed and results reported in accordance with the provisions listed in section 6(A) of this permit for the following parameters:

- pH
- Hardness
- Alkalinity
- Conductivity
- Nitrogen, ammonia (total as N)
- Solids, Total Suspended
- Copper (total recoverable and dissolved)
- Zinc (total recoverable and dissolved)

#### SECTION 7: RECORDING AND REPORTING REQUIREMENTS

- (A) The results of chemical analyses and any aquatic toxicity test required above in Section 5 and the referenced Attachment I shall be entered on the Discharge Monitoring Report (DMR) and reported to the Bureau of Water Management. The report shall also include a detailed explanation of any violations of the limitations specified. The DMR must be received at the following address by the 15th day of the month following the month in which samples are collected.

ATTN: Municipal Wastewater Monitoring Coordinator  
Bureau of Water Management  
Connecticut Department of Environmental Protection  
79 Elm Street  
Hartford, CT 06106-5127

- (1) For composite samples, from other than automatic samplers, the instantaneous flow and the time of each aliquot sample collection shall be recorded and maintained at the POTW.
- (B) Complete and accurate test data, including percent survival of test organisms in each replicate test chamber, LC<sub>50</sub> values and 95% confidence intervals for definitive test protocols, and all supporting chemical/physical measurements performed in association with any aquatic toxicity test, shall be entered on the Aquatic Toxicity Monitoring Report form (ATMR) and sent to the Bureau of Water Management at the address specified above in section 7 (A) of this permit by the 15th day of the month following the month in which samples are taken.
- (C) The results of the process monitoring required above in Section 5 shall be entered on the monthly operating report (MOR) form, included herein as Attachment 2, Tables A and B respectively, and reported to the Bureau of Water Management. This MOR and NAR must be received at this address specified above in section 7 (A) of this permit by the 15th of the month following the month in which the data and samples are taken.
- (D) A complete and thorough report of the results of the chronic toxicity monitoring outlined in section 6(C) shall be prepared as outlined in section 10 of EPA-600-4-91-002 and submitted to the Department for review on or before December 31st of each calendar year to the address specified above in section 7 (A) of this permit.

#### SECTION 8: RECORDING AND REPORTING OF VIOLATIONS, ADDITIONAL TESTING REQUIREMENTS

- (A) If any sample analysis indicates that an Aquatic toxicity effluent limitation has been exceeded, or that the test was invalid, a second sample of the effluent shall be collected and tested for Aquatic Toxicity and associated chemical parameters, as described above in Section 5 and Section 6, and the results reported to the Bureau of Water Management (Attn: Aquatic Toxicity) via the ATMR form (see Section 7 (B) ) within 30 days of the previous test. These test results shall also be reported on the next months DMR report pursuant to Section 7 (A). The results of all toxicity tests and associated chemical parameters, valid and invalid shall be reported.
- (B) If any two consecutive test results or any three test results in a twelve month period indicates that the aquatic toxicity limit has been exceeded, the permittee shall immediately take all reasonable steps to eliminate toxicity wherever possible and shall submit a report, to the Bureau of Water Management (Attn: Aquatic Toxicity), for the review and written approval of the Commissioner in accordance with section 22a-430-3(j)(10)(c) of the RCSA describing proposed steps to eliminate the toxic impact of the discharge on the receiving water body. Such a report shall include a proposed time schedule to accomplish toxicity reduction and the permittee shall comply with any schedule approved by the Commissioner.
- (C) Section 22a-430-3(k) of the RCSA shall apply in all instances of bypass including a bypass of the treatment plant or a component of the sewage collection system planned during required maintenance. The Department of Environmental Protection, Bureau of Water Management, Planning and Standards Division (860) 424-3704, the Department of Public Health, Water Supply Section (860) 509-7333 and Recreation Section (860) 509-7297, and the local Director of Health shall be notified within 2 hours by telephone during normal business hours and a written report submitted to the Commissioner within 5 days of each occurrence, or potential occurrence, of an emergency diversion or bypass of untreated or partially treated sewage.

The written report shall contain:

- (a) The nature and cause of the diversion or bypass or treatment component failure.
- (b) The time the incident occurred and the anticipated time which it is expected to continue or, if the condition has been corrected, the duration.
- (c) The estimated volume of the bypass or discharge of partially treated domestic sewage.

(d) The steps being taken to reduce or minimize the effect on the receiving waters.

(e) The steps that will be taken to prevent reoccurrence of the condition in the future.

- (D) In addition to the reporting requirements contained in section 22a-430-3(i), (j), and (k) of the Regulations of Connecticut State Agencies, the permittee shall notify in the same manner as above, the Department of Environmental Protection, Bureau of Water Management, Planning and Standards Division, Municipal Facilities Section (860) 424-3704 concerning the failure of any major component of the treatment facilities which the permittee may have reason to believe would result in an effluent violation. For treatment plants south of Interstate 95 and any other plants which may impact shellfishing areas the Department of Agriculture/Aquaculture Division must also be notified within 2 hours by telephone at (203) 874-0696 and in writing within 72 hours of each occurrence of an emergency diversion or by-pass of untreated or partially treated sewage. A copy of the written report should be sent to:

State of Connecticut  
Department of Agriculture/Aquaculture Division  
P.O. Box 97  
Milford, Connecticut 06460

If the diversion or bypass occurs outside normal working hours (8:30 a.m. to 4:30 p.m. Monday through Friday), immediate notification shall be made to the Emergency Response Unit at (860) 424-3338 and the Department of Public Health at (860) 509-8000.

#### SECTION 9: COMPLIANCE SCHEDULES

- (A) On or before 30 days after the issuance of this permit, the permittee shall retain one or more qualified consultants acceptable to the Commissioner to prepare the documents and implement or oversee the actions required in section 9 paragraphs (A)(1) and (A)(2) of this permit and shall, by that date, notify the Commissioner in writing of the identity of such consultants. The municipality shall retain one or more qualified consultants acceptable to the Commissioner until this permit is fully complied with, and, within ten days after retaining any consultant other than the one originally identified under this paragraph, the municipality shall notify the Commissioner in writing of the identity of such other consultant. The consultant(s) retained shall be a qualified professional engineer licensed to practice in Connecticut. The permittee shall submit to the Commissioner a description of a consultant's education, experience and training which is relevant to the work required by this permit within ten days after a request for such a description. Nothing in this paragraph shall preclude the Commissioner from finding a previously acceptable consultant unacceptable.
- (1) On or before 150 days after the date of issuance of this permit, the permittee shall submit for the Commissioner's review and written approval, a report detailing a system-wide mass balance analysis which evaluates the relative loading of zinc to the treatment plant from industrial, commercial and residential sources including consideration of the public water supply and distribution system. The report shall also include an analysis of the efficiency of the treatment plant relative to levels of zinc discharged to the Naugatuck River.
  - (2) On or before one year (365 days) after issuance of this permit, the permittee shall submit for the Commissioner's review and written approval a comprehensive and thorough engineering report which describes and evaluates alternative actions to reduce the concentration of zinc in the discharge to the greatest extent practicable. Such report shall:
    - (a) Evaluate alternative actions including but not limited to imposing additional pretreatment requirements on industrial users, modification of potable water treatment practices and operational changes to improve removal efficiencies at the permittee's facility;
    - (b) State in detail the most expeditious schedule for performing each alternative;
    - (c) List all permits and approvals required for each alternative, including but not limited to any permits required under sections 22a-32, 22a-42a, 22a-342, 22a-361, 22a-368 or 22a-430 of the CGS;
    - (d) Propose a preferred alternative or combination of alternatives with supporting justification therefor; and

- (e) Propose a detailed program and schedule to perform all actions required to implement the preferred alternative, including but not limited to a schedule for submission of engineering plans and specifications for any new equipment, the start and completion of any construction activities and applying for and obtaining all permits and approvals required for such actions.
- (B) The Borough of Naugatuck shall reimburse the USGS for reasonable expenses relative to additional water quality monitoring activities on Naugatuck River sites at Beacon Falls, Bridge on Bridge Street (#01208500) and below Fulling Mill Brook at Union City, CT (#01208370) for the following parameters: pH, hardness, alkalinity, conductivity, nitrogen, ammonia (total as N), solids, total suspended, solids, total dissolved, copper, total and dissolved, lead, total and dissolved, and zinc, total and dissolved for minimum of 8 times per year for three years. Payment of such expenses shall be done in a manner prescribed by the Commissioner in consultation with the Borough of Naugatuck.
- (C) The permittee shall conduct monitoring for zinc at all contributing wastestreams associated with the existing or upgraded Borough of Naugatuck regional sludge incineration facilities (e.g. air scrubber wastewaters, ash quench and belt filter pressate wastewaters, etc.). The permittee shall use the same monitoring and reporting frequency for zinc as specified in Table A.
- (D) On or before 90 days after the issuance date of this permit, the permittee shall submit for the Commissioner's review and written approval a wastewater sludge screening, monitoring and reporting protocol for acceptance of wastewater sludges generated from outside sources that will be transported to the permittee's POTW for further processing and disposal by means of incineration. "Transported" means trucked or hauled wastewater sludge taken to dedicated receiving facilities at the POTW. "Sludge" means solid, semi-solid or liquid residue generated from municipal, residential, commercial or industrial wastewater treatment processes exclusive of the treated effluent, including water treatment wastewater sludges. Such protocol shall address and include, at a minimum, the following elements:
1. All Out of State Municipal POTW and Privately Owned Domestic Sewage Sludge Generators
    - (a). The permittee shall monitor or cause each generator to monitor the pollutants specified in Table E of this permit at a frequency no less than quarterly. These results shall be included in the annual report described in subparagraph 3.(d) below. In the event of an infrequent delivery to the POTW, the generator shall submit monitoring results for all the pollutants listed in Table E from a representative sludge sample generated and collected within the previous three months.
    - (b). Each out of state source must be analyzed by the permittee for all the pollutants listed in Table E prior to acceptance at the POTW. The permittee shall determine that each such source is compatible with all other wastewater sludges accepted for incineration.
    - (c). Each out of state generator shall provide a description of the domestic, commercial and industrial components generating the biological sludge for the purpose of identifying any unusual characteristics of the sludge which may adversely impact the sludge incineration process.
  2. All (In State or Out of State) Commercial and Industrial (Non-Domestic) Wastewater Sludges
    - (a). Prior to acceptance of any non-domestic wastewater sludge for incineration, the permittee shall, as applicable, require the generator of such sludge to: (a) submit to the POTW a copy of its current active individual wastewater discharge permit issued by DEP under section 22a-430 of the Connecticut General Statutes (CGS); (b) if eligible under DEP's general permit program (section 22a-430bCGS), submit a copy of that permit and, if required, the associated registration; or (c) a copy of any pertinent emergency or temporary authorization issued by the Commissioner pursuant to section 22a-6k CGS.
  3. Permittee Actions
    - (a). The permittee shall conduct at its facility bimonthly (i.e. once every two months) monitoring of all the pollutants listed in Table E on a representative sample of dewatered sludge taken prior to incineration.
    - (b). The permittee shall conduct annual monitoring of all the pollutants listed in Table E for each municipal POTW and private sewage sludge generator accepted for incineration.

- (c). The permittee shall include in its Monthly Operating Report (MOR) a list of all municipal, private and commercial/industrial sludge sources and the quantity of sludge accepted from each source.
- (d). Beginning April 15th of each year after approval of this protocol, the permittee shall submit to the Commissioner an annual report for the previous calendar year which will include the following:
- (i) A statement certifying that all new out of state generators have been screened for acceptance in accordance with the approved protocol.
  - (ii) A statement certifying that the permittee has monitored or caused the generator of all out of state municipal POTW and privately owned domestic sewage sludge sources to monitor its wastewater sludge in accordance with paragraph 1.(a).
  - (iii) A statement certifying that all generators of commercial and industrial (non-domestic) wastewater sludge accepted for incineration have complied with the requirements of paragraph 2.(a).
  - (iv) A copy of the permittee's most current annual 40CFR503 report.
  - (v) The individuals responsible for submitting the report shall certify in writing the following: "I certify 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."
- (E) The permittee shall use best efforts to submit to the Commissioner all documents required by this section of the permit in a complete and approvable form. If the Commissioner notified the permittee that any document or other action is deficient, and does not approve it with conditions or modifications, it is deemed disapproved, and the permittee shall correct the deficiencies and resubmit it within the time specified by the Commissioner or, if no time is specified by the Commissioner, within thirty days of the Commissioner's notice of deficiencies. In approving any document or other action under this Compliance Schedule, the Commissioner may approve the document or other action as submitted or performed or with such conditions or modifications as the Commissioner deems necessary to carry out the purposes of this section of the permit. Nothing in this paragraph shall excuse noncompliance or delay.
- (F) Dates. The date of submission to the Commissioner of any document required by this section of the permit shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this section of the permit, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is personally delivered or the date three days after it is mailed by the Commissioner, whichever is earlier. Except as otherwise specified in this permit, the word "day" as used in this section of the permit means calendar day. Any document or action which is required by this section only of the permit, to be submitted, or performed, by a date which falls on, Saturday, Sunday, or a Connecticut or federal holiday, shall be submitted or performed on or before the next day which is not a Saturday, Sunday, or Connecticut or federal holiday.
- (G) Notification of noncompliance. In the event that the permittee becomes aware that it did not or may not comply, or did not or may not comply on time, with any requirement of this section of the permit or of any document required hereunder, the permittee shall immediately notify the Commissioner and shall take all reasonable steps to ensure that any noncompliance or delay is avoided or, if unavoidable, is minimized to the greatest extent possible. In so notifying the Commissioner, the permittee shall state in writing the reasons for the noncompliance or delay and propose, for the review and written approval of the Commissioner, dates by which compliance will be achieved, and the permittee shall comply with any dates which may be approved in writing by the Commissioner. Notification by the permittee shall not excuse noncompliance or delay, and the Commissioner's approval of any compliance dates proposed shall not excuse noncompliance or delay unless specifically so stated by the Commissioner in writing.
- (H) Notice to Commissioner of changes. Within fifteen days of the date the permittee becomes aware of a change in any information submitted to the Commissioner under this section of the permit, or that any such information was inaccurate or misleading or that any relevant information was omitted, the permittee shall submit the correct or omitted information to the Commissioner.

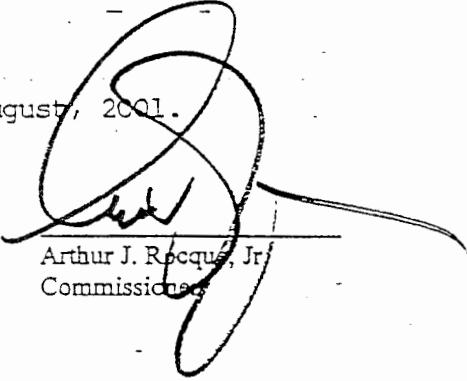
- (I) Submission of documents. Any document, other than a DMR, ATMR, NAR or MOR, required to be submitted to the Commissioner under this section of the permit shall, unless otherwise specified in writing by the Commissioner, be directed to:

Charles Nezianya  
Department of Environmental Protection  
Bureau of Water Management  
79 Elm Street  
Hartford, CT 06106-5127  
Paragraph D

AND

Thomas Haze  
Department of Environmental Protection  
Bureau of Water Management  
79 Elm Street  
Hartford, CT 06106-5127  
Paragraphs A, B and C

This permit is hereby issued on the 7th day of August, 2001.



Arthur J. Rocque, Jr.  
Commissioner

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# ATTACHMENT 1

Tables A thru E



TABLE A

Discharge Serial Number (DSN): 001-1		Monitoring Location: 1							
Wastewater Description: Domestic Sewage (POTW Effluent)									
Monitoring Location Description: Final Effluent (After Dechlorination)									
Allocated Zone of Influence (ZOI): 19.75 cis									
In-stream Waste Concentration (IWC): 44.7%									
Parameter	Unit	Average Monthly Limit	Maximum Daily Limit	Sample Freq.	Sample Type	Instantaneous Limit or Required Range	Sample Freq.	Sample Type	Analysis Section
Alkalinity	mg/l	NA	NA	NR	NA	----	Monthly	Grab	
Carbonaceous Biochemical Oxygen Demand (5 Day) (November 1 thru May 31)	mg/l	25.0 mg/l and 15% of Influent	40.0	12/month	Daily Composite	60.0	NR	NA	
Carbonaceous Biochemical Oxygen Demand (5 day) (June 1 thru October 31)	mg/l	30 mg/l and 15% of Influent	40.0	12/month	Daily Composite	60.0	NR	NA	
Cadmium, Total	mg/l	NA	NA	Monthly	Daily Composite	NA	NR	NA	
Chlorine, Total Residual (May 1st thru Sept. 30th) (see remark (1) below)	mg/l	NA	0.06	4/workday	Grab Sample Average	0.12	4/work day	Grab	
Copper, Total Recoverable	µg/day	1.40	2.58	Weekly	Daily Composite	NA	NR	NA	
Fecal Coliform (May 1st thru Sept. 30th)	per 100 ml	NA	NA	NR	NA	see remarks (2) and (3) below	12/month	Grab	
Flow, Average Daily	MGD	NA	NA	Continuous	Metered	NA	NR	NA	
Nitrogen, Ammonia (total as N) (Nov 1 thru April 30)	mg/l	25.0	NA	12/month	Daily Composite	NA	NR	NA	
Nitrogen, Ammonia (total as N) (May)	mg/l	16.0	NA	12/month	Daily Composite	NA	NR	NA	
Nitrogen, Ammonia (total as N) (June)	mg/l	10.0	NA	12/month	Daily Composite	NA	NR	NA	
Nitrogen, Ammonia (total as N) (July 1 thru Sept. 30)	mg/l	16.0	NA	12/month	Daily Composite	NA	NR	NA	
Nitrogen, Ammonia (total as N) (October)	mg/l	8.0	NA	12/month	Daily Composite	NA	NR	NA	
Nitrogen, Nitrate (total as N)	mg/l	NA	NA	Monthly	Daily Composite	NA	NR	NA	
Nitrogen, Nitrite (total as N)	mg/l	NA	NA	Monthly	Daily Composite	NA	NR	NA	
Nitrogen, Total Kjeldahl	mg/l	NA	NA	Monthly	Daily Composite	NA	NR	NA	
Nitrogen, Total	mg/l	NA	NA	Monthly	Daily Composite	NA	NR	NA	

TABLE A CONTINUED

Discharge Serial Number (DSN):		001-1		Monitoring Location: 1				
Wastewater Description:		Domestic Sewage (POTW Effluent)						
Monitoring Location Description:		Final Effluent (After Dechlorination)						
Allocated Zone of Influence (ZOI): 19.75 cfs		Instream Waste Concentration (IWC): 44.7%						
PARAMETERS		ALLOWABLE DAILY MONITORING		INSTANTANEOUS MONITORING				
	Units	Average Monthly Limit	Maximum Daily Limit	Sample Frequency	Sample Type	Sample Frequency	Sample Type	Monitoring System
Oxygen, Dissolved	mg/l	NA	NA	NR	NA	Workday	Grab	•
pH	mg/l	NA	NA	NR	NA	Workday	Grab	•
Phosphate, Ortho	mg/l	NA	-----	Monthly	Daily Composite	NR	NA	•
Phosphorus, Total	mg/l	NA	-----	Monthly	Daily Composite	NR	NA	•
Silver, Total	mg/l	NA	-----	Monthly	Daily Composite	NR	NA	•
Solids, Settleable	mg/l	NA	NA	NR	NA	Weekly	Grab	•
Solids, Total Suspended	mg/l	30.0 mg/l and 15% of Influent <sup>2</sup>	45.0	12/month	Daily Composite	NR	NA	•
Temperature	°F	NA	NA	NR	NA	Workday	Grab	•
Zinc, Total Recoverable (see section 9 paragraphs A & C)	kg/day	4.85	11.11	Weekly	Daily Composite	NR	NA	•

**TABLE A - REMARKS**

- Footnotes:**
- (1) The discharge shall meet the more stringent of 25 mg/l from Nov. 1 thru May 31 and 30 mg/l from June 1 thru October 31 or 15% of the average monthly influent CBOD5 (Table C, Monitoring Location G).
  - (2) The discharge shall meet the more stringent of 30 mg/l or 15% of the average monthly influent suspended solids (Table C, Monitoring Location G).
  - (3) The permittee shall report and report on the Monthly Operating Report the minimum, maximum and total flow for each day of discharge for each sampling month. The permittee shall report, on the discharge monitoring report, the average daily flow for each sampling month.
  - (4) The Maximum Daily Concentration to be reported shall be determined by mathematically averaging the results of the four grab sample required above.
- Remarks:**
- (1) The use of chlorine for disinfection shall be discontinued from October 1st thru March 31st, except that chlorination and dechlorination equipment may be started and tested no earlier than April 15th, and any residual chlorine gas or liquid supplies may be used up until but no later than October 15th. During these times in April and October the total residual chlorine of the effluent shall not be greater than 0.100 mg/l for instantaneous limits and 0.05 mg/l for maximum daily limits. Also, during these times in March and October the monitoring requirements specified above for total chlorine shall apply only for those days when chlorine is used. The analytical results shall be reported as an attachment to the DMR for the months of March and October.
  - (2) The geometric mean of the fecal coliform bacteria values for the effluent samples collected in a period of thirty (30) consecutive days during the period from May 1st through September 30th shall not exceed 200 per 100 milliliters.
  - (3) The geometric mean of the fecal coliform bacteria values for the effluent samples collected in a period of seven (7) consecutive days during the period from May 1st through September 30th shall not exceed 400 per 100 milliliters.
  - (4) The Average Weekly discharge Limitation for CBOD5 and Total Suspended Solids shall be 1.5 times the Average Monthly Limit listed above.
  - (5) The Average Monthly Ultimate Oxygen Demand (UOD) of the effluent is defined by the following formula:  $UOD = (1.5 \times CBOD5, mg/l) + (4.57 \times NIB - N, mg/l)$ . The Average Monthly UOD shall not exceed the following limits: June - 68.2 mg/l, July - 40.8 mg/l, August - 40.8 mg/l, September - 40.8 mg/l, and October - 59.1 mg/l.

TABLE B

Discharge Serial Number (DSN): 001-1		Monitoring Location: T			
Wastewater Description: Domestic Sewage (POTW Effluent)					
Monitoring Location Description: Final Effluent (After Dechlorination)					
Allocated Zone of Influence (ZOI): 19.75 cfs		In stream Waste Concentration (IWC): 44.7%			
PARAMETER	Units	Maximum Daily Limit	Sampling Frequency	Sample Type	Minimum Level Analysis See Section 6
Antimony, Total	mg/l		Quarterly	Daily Composite	
Aquatic Toxicity, Daphnia pulex 1	%	NOAEL = 100%	Quarterly	Daily Composite	
Aquatic Toxicity, Pimephales promelas	%	NOAEL = 100%	Quarterly	Daily Composite	
Arsenic, Total	mg/l	-----	Quarterly	Daily Composite	*
Beryllium, Total	mg/l	-----	Quarterly	Daily Composite	*
Cadmium, Total	mg/l	-----	Quarterly	Daily Composite	*
Chromium, Hexavalent	mg/l	-----	Quarterly	Daily Composite	
Chromium, Total	mg/l	-----	Quarterly	Daily Composite	
Chlorine, Total Residual	mg/l	-----	Quarterly	Daily Composite	*
Copper, Total	mg/l	-----	Quarterly	Daily Composite	*
Cyanide, Amenable	mg/l	-----	Quarterly	Daily Composite	
Lead, Total	mg/l	-----	Quarterly	Daily Composite	*
Mercury, Total	mg/l	-----	Quarterly	Daily Composite	*
Nickel, Total	mg/l	-----	Quarterly	Daily Composite	
Phenols, Total	mg/l	-----	Quarterly	Daily Composite	
Selenium, Total	mg/l	-----	Quarterly	Daily Composite	*
Silver, Total	mg/l	-----	Quarterly	Daily Composite	*
Thallium, Total	mg/l	-----	Quarterly	Daily Composite	*
Zinc, Total	mg/l	-----	Quarterly	Daily Composite	*

Remarks: The results of the Toxicity Tests are recorded in % survival, however, the permittee shall report pass/fail on the DMR based on criteria in Section 6(B) of this permit.

TABLE C

Discharge Serial Number: 001-1		Monitoring Location: G	
Wastewater Description: Domestic Sewage			
Monitoring Location Description: Influent			
Parameter	Unit	Sample Frequency	Sample Type
Carbonaceous Biochemical Oxygen Demand (5 day)	mg/l	12/month	Daily Composite
Nitrogen, Ammonia (total as N)	mg/l	12/month	Daily Composite
Nitrogen, Nitrate (total as N)	mg/l	Monthly	Daily Composite
Nitrogen, Nitrite (total as N)	mg/l	Monthly	Daily Composite
Nitrogen, Kjeldahl	mg/l	Monthly	Daily Composite
Nitrogen, Total	mg/l	Monthly	Daily Composite
Phosphorus, Total	mg/l	Monthly	Daily Composite
pH	S.U.	NA	NR
Solids, Total Suspended	mg/l	12/month	Daily Composite
Temperature	°p	NA	NR

TABLE D

Discharge Serial Number: 001-1		Monitoring Location: ?			
Wastewater Description: Primary Effluent					
Monitoring Location Description: Primary Sedimentation Basin Effluent					
PARAMETER	Units	TIME/FLOW BASED MONITORING		INSTANTANEOUS MONITORING	
		Sample Frequency	Sample Type	Sample Frequency	Sample type
Alkalinity	mg/l	NA	NA	Monthly	Grab
Carbonaceous Biochemical Oxygen Demand (5 day)	mg/l	Weekly	Composite	NA	NR
Nitrogen, Ammonia (total as N)	mg/l	Monthly	Composite	NA	NR
Nitrogen, Nitrate (total as N)	mg/l	Monthly	Composite	NA	NR
Nitrogen, Nitrite (total as N)	mg/l	Monthly	Composite	NA	NR
Nitrogen, Total Kjeldahl	mg/l	Monthly	Composite	NA	NR
Nitrogen, Total	mg/l	Monthly	Composite	NA	NR
pH	S.U.	NA	NR	work day	instantaneous
Solids, Total Suspended	mg/l	Weekly	Composite	NA	NR

TABLE E

Discharge Serial Number: 001-01		Monitoring Location: S	
Wastewater Description: dewatered sludge			
Monitoring Location Description: dewatered sludge after the filter press			
PARAMETER	Test Method*	Units [dry weight]	Grab Sample Freq.
Arsenic, Total		mg/kg	Bi-Monthly
Beryllium, Total		mg/kg	Bi-Monthly
Cadmium, Total		mg/kg	Bi-Monthly
Chromium, Total		mg/kg	Bi-Monthly
Copper, Total		mg/kg	Bi-Monthly
Lead, Total		mg/kg	Bi-Monthly
Mercury, Total		mg/kg	Bi-Monthly
Nickel, Total		mg/kg	Bi-Monthly
Zinc, Total		mg/kg	Bi-Monthly

\*All metal analyses will be performed in accordance with 40CFR Part 136 EPA approved methods.

- (A). The permittee shall conduct monitoring of stormwater discharge in accordance with the following terms and conditions listed below:

TABLE A-1

Discharge Serial Number: 001-1-A		Monitoring Location: 1	
Wastewater Description: Stormwater			
Monitoring Location Description: Stormwater Catch Tank			
PARAMETER	INSTANTANEOUS MONITORING		
	Instantaneous Limit	Units	Grab Sample Freq.
Aquatic Toxicity (see paragraph (A)(4) below)	—	LC50%	Annual
Chemical Oxygen Demand	—	mg/l	Annual
Copper, Total	—	mg/l	Annual
Fecal Coliform	—	#/100 ml	Annual
Kjeldahl Nitrogen	—	mg/l	Annual
Lead, Total	—	mg/l	Annual
Nitrate as Nitrogen	—	mg/l	Annual
pH	—	S.U.	Annual
Phosphorus, Total	—	mg/l	Annual
Oil & Grease, Total	—	mg/l	Annual
Suspended Solids, Total	—	mg/l	Annual
Zinc, Total	—	mg/l	Annual

- (1) Annual sampling shall be collected from discharges resulting from a storm event that is greater than 0.1 inch in magnitude and that occurs at least 72 hours after any previous storm event of 0.1 inch or greater. Where feasible the rainfall during the first 30 minutes of the storm event monitored shall be between 0.1 and 0.75 inches. Runoff events resulting from snow or ice melt cannot be used to meet the minimum annual monitoring requirements. Grab samples shall be used for all monitoring. Grab samples shall be collected during the first 30 minutes of a storm event discharge. The uncontaminated rainfall pH measurement shall be taken at this time.
- (2) The date, temperature, time of the start of the discharge, time of sampling and magnitude (in inches) of the storm event sampled shall be collected and recorded.
- (3) The duration between the storm event sampled and the end of the previous measurable (greater than 0.1 inch rainfall) storm event shall be collected and recorded.
- (4) Acute toxicity biomonitoring tests shall be conducted according to the procedures specified in Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms, 4th edition, EPA 600/4-90/027F. The following specific conditions apply:
  - (a) Tests shall employ neonatal (less than 24 hour old) *Daphnia pulex* as test organisms.
  - (b) Tests shall be collected at 20 +/- 1 degrees Centigrade.
  - (c) Tests shall be 48 hours in duration.
  - (d) Synthetic freshwater prepared as described in EPA 600/4-90/027F and adjusted to an approximate hardness of 50 mg/l as CaCO<sub>3</sub> shall be used as dilution water in all tests.



- (e) The following test dilution series shall be utilized, expressed as percent stormwater sample: 100%, 50%, 25%, 12.5%, 6.25% and 0%.
- (f) A minimum of twenty test organisms shall be exposed to each stormwater concentration, with each test chamber containing no more than ten test organisms.
- (g) Test organisms shall not be fed during the test period.
- (h) Test results shall be reported as the LC50 value determined by the computational method (Binomial Distribution, Probit Analysis, Moving Average Angle, Spearman Karber) which yields the smallest 95% confidence interval and LC50 value which is consistent with the dose response data.
- (i) Hardness in the stormwater sample and in the dilution control water shall be reported as mg/l as CaCO<sub>3</sub>.
- (j) Toxicity tests shall be initiated within 36 hours of stormwater sample collection.
- (k) Any test in which the survival of test organisms is less than 90% in the combined control test vessels or failure to achieve test conditions as specified, such as maintenance of environmental controls, shall constitute an invalid test and will require stormwater resampling and retesting as soon as practicable.

**ATTACHMENT 2**

**MONTHLY OPERATING REPORT FORM  
AND  
NUTRIENT ANALYSIS REPORT FORM**







**TABLE B**  
**Nutrient Analysis Report**

(Type over Town/Facility Name) Permit # CT Flow Rate \_\_\_\_\_ mgd Sampling Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Parameter	Raw Influent		Primary Effluent		Final Effluent		Plant Efficiency %	
	mg/l	lbs/day	mg/l	lbs/day	mg/l	lbs/day	mg/l	Lbs/day
Ammonia								
Nitrites								
Nitrates								
TKN								
Total Nitrogen								
Orthophosphates								
Total Phosphorus								

Notes:  
 lbs/day = 8.34 x flow (mgd) x mg/l of pollutant  
 Flow = Total daily flow on sampling date (mgd)  
 Plant Efficiency = 100% x (raw influent - final effluent) / raw influent  
 Total Nitrogen = TKN + nitrite + nitrate

# DATA TRACKING AND TECHNICAL FACT SHEET

Permittee: Borough of Naugatuck PAMS Company ID: 8739

## PERMIT, ADDRESS, AND FACILITY DATA

PERMIT #: CT0100641 APPLICATION #: 199600074 FACILITY ID. 083-001

<u>Mailing Address:</u>	<u>Location Address:</u>
Street: Town Hall, 229 Church Street	Street: 500 Cherry Street
City: Naugatuck ST: CT Zip: 06770	City: Naugatuck ST CT Zip: 06770
Contact Name: James McGrath, Chairman WPCA	Contact Name: James McGrath, Chairman WPCA
Phone No.: (203) 723-1433	Phone No.: (203) 723-1433

## PERMIT INFORMATION

DURATION 5 YEAR  10 YEAR  30 YEAR

TYPE New  Reissuance  Modification

CATEGORIZATION POINT (X)NON-POINT ( )GIS # 1611

NPDES (X)PRETREAT ( ) GROUND WATER(UIC) ( )GROUND WATER (OTHER) ( )

NPDES MAJOR(MA)

NPDES SIGNIFICANT MINOR or PRETREAT SIU (SI)

NPDES or PRETREATMENT MINOR (MI)

PRETREAT SIGNIFICANT INDUS USER(SIU)

PRETREAT CATEGORICAL (CIU)

POLLUTION PREVENTION MANDATE  ENVIRONMENTAL EQUITY ISSUE

COMPLIANCE SCHEDULE YES  NO

POLLUTION PREVENTION  TREATMENT REQUIREMENT  WATER CONSERVATION

WATER QUALITY REQUIREMENT  REMEDIATION  OTHER

## OWNERSHIP CODE

Private  Federal  State  Municipal (town only)  Other public

DEP STAFF ENGINEER Charles Neziyana

PERMIT FEES

Discharge Code	DSN Number	Annual Fee
1011000e	001	\$1,920.00

Note: Annual fee is 50% discount of \$3,840.00

FOR NPDES DISCHARGES

Drainage basin Code: 6900 Present/Future Water Quality Standard: C/B

*NATURE OF BUSINESS GENERATING DISCHARGE*

*Sanitary Sewage*

*PROCESS AND TREATMENT DESCRIPTION (by DSN)*

*Secondary biological treatment, seasonal chlorination and dechlorination*

*RESOURCES USED TO DRAFT PERMIT*

- Federal Effluent Limitation Guideline 40CFR 133*  
Secondary Treatment Category
- Performance Standards*
- Federal Development Document* \_\_\_\_\_  
name of category
- Treatability Manual*
- Department File Information*
- Connecticut Water Quality Standards*
- Anti-degradation Policy*
- Coastal Management Consistency Review Form*
- Other - Explain*



#### BASIS FOR LIMITATIONS, STANDARDS OR CONDITIONS

- Best Available Technology (BAT)*
- Best Professional Judgement (See Other Comments)*
- Secondary Treatment*
- Case by Case Determination (See Other Comments)*
- Section 22a-430-4(r) of the Regulations of Connecticut State Agencies*
- In order to meet in-stream water quality (See General Comments)*

#### GENERAL COMMENTS

Water quality based discharge limitations were included in this permit for consistency with Connecticut Water Quality Standards and criteria, pursuant to 40 CFR 122.44(d). Each parameter was evaluated for consistency with the available aquatic life criteria (acute and chronic) and human health (fish consumption only) criteria, considering the zone of influence allocated to the facility where appropriate. The statistical procedures outlined in the EPA Technical Support Document for Water Quality-based Toxics Control (EPA/505/2-90-001) were employed to calculate the limits. The most restrictive of the water quality limitations, aquatic life acute, aquatic life chronic, and human health, was compared with limitations developed according to State and Federal Best Available Technology (BAT). Where the water quality based limitations were more restrictive than BAT, the water quality based limitation was included in the permit as a mass limit.

#### SPECIFIC COMMENTS

*Chlorine: limits are based on an adopted Waste Load Allocation.*

*Chlorine limits were derived from the Total Maximum Daily Load/Waste Load Allocation (TMDL/WLA) adopted for the Naugatuck River in 1989. The TMDL/WLA established a limit of 0.060 mg/L for this facility. The permit incorporates this TMDL/WLA by including a Maximum Daily Limit of 0.060 mg/L. The permit also includes a Maximum Instantaneous Limit of 0.120 mg/L which represents the upper boundary of acceptable performance characteristics for this type of disinfection system based on the best engineering judgement of DEP staff. A Maximum Instantaneous Limit is also necessary to avoid averaging artifacts and validate compliance when the Maximum Daily Limit is near the Minimum Quantification Level (ML) which is 50 ug/L for chlorine. Review of monitoring data submitted by the Naugatuck Treatment Company (NTC) and by other facilities in Connecticut which employ similar technology for disinfection and dechlorination document that these limits are routinely achievable.*

Copper: limits are water quality-based.

*Average Monthly and Maximum Daily mass-based limits were derived assuming estimated background at 7-day, 10-year low flow (9.75 ug/L for dissolved copper), adjusted for total/dissolved partitioning in-stream (metals translator = 1.49 for Cu), effluent variability based on past monitoring data (CV% = 0.5 for Cu), design flow (10.3 MGD), a Zone Of Influence (ZOI) allocation of 19.75 cfs, and a monitoring frequency of four times per month. Minimum Quantification Levels were specified to insure that future monitoring will be conducted using appropriately sensitive analytical procedures (ML = 5 ug/L for Cu).*

#### Zinc Limits

*Monitoring data submitted to DEP by the permittee indicates that zinc loadings will have to be reduced from current levels in order to protect water quality. Limits in this permit were calculated to reflect existing discharge quality (average loading = 2.83 Kg/d; CV = 0.8). These limits insure that zinc loadings do not increase over current levels during the three years period when additional monitoring (see section 9B) is being performed to establish final limits for this parameter.*

Cadmium, silver: monitoring only.

*Monthly monitoring only was required since these parameters were detected infrequently in past monitoring (4 detected values in previous 5 years quarterly monitoring). Minimum Quantification Levels were specified to insure that future monitoring will be conducted using appropriately sensitive analytical procedures (ML = 0.5 ug/L for Cd, 2.0 ug/L for Ag).*

Other toxic-parameters: monitoring only with Whole Effluent Toxicity (WET) test

*No reasonable potential to cause or contribute to an excursion above an adopted Water Quality Standard was demonstrated for thallium, selenium, mercury, lead, beryllium, or arsenic. The permit requires quarterly monitoring concurrent with WET testing for these parameters. Minimum Quantification Levels were established to insure that future monitoring will be conducted using appropriately sensitive analytical procedures (ML = 5 ug/L, 5 ug/L, 0.2 ug/L, 5 ug/L, 1 ug/L, 5 ug/L for thallium, selenium, mercury, lead, beryllium, and arsenic respectively).*

Whole Effluent Toxicity (WET): limit based on ZOI allocation of 19.75 cfs.

*A Maximum Daily Toxicity limit for both fish and invertebrate was established as NOAEL > 100% with quarterly WET compliance monitoring using the acute "pass/fail" protocol (Sec. 22a-430-3(j)(5)(A)(i) RCSA) for both species. The WET limit was calculated by multiplying the Instream Waste Concentration (44.7%) by 20 to yield a maximum LC50 value (894%), and, since LC50 values greater than 100 can not be measured, dividing by 3*

to yield a maximum NOAEL value (298%). Measurement of NOAEL values greater than 100 is not possible, therefore the limit was established at the highest NOAEL which can be measured, 100%. The permit includes a provision requiring NTC to identify the cause and remediate toxicity in the event that two consecutive or three WET tests in any year indicate that this limit has been exceeded.

#### *Ambient Monitoring Condition.*

*Due to the unique characteristics of the discharge and the uncertainty associated with predicting the potential environmental impact of the discharge, a requirement to perform annual chronic testing of the discharge using dilution water collected from the Naugatuck River upstream of the area influenced by the discharge has been incorporated into the permit.*

#### *OTHER COMMENTS*

#### *ZONE OF INFLUENCE ALLOCATION*

*Permit limits for toxic parameters and whole effluent toxicity are, in large part, determined by the Zone Of Influence allocation. A ZOI of 19.75 cfs was allocated to Naugatuck Treatment Company for mixing and assimilation of the discharge. Factors considered in proposing a ZOI of this magnitude include:*

#### *A Characteristics of the discharge*

*large industrial component relative to typical Connecticut municipal facilities  
significant over-the-road program  
increased potential for problems/upsets due to nature of influent waste  
past compliance history  
monitoring data for the current discharge reported by NTC*

#### *B Zone of passage*

*mixing pattern illustrated by dye study indicates potential problems*

#### *C Impingement on areas utilized by aquatic organisms*

*dye study indicates complete mixing occurs approximately 3/4 mile downstream, shore hugging plume*

#### *D Location of other discharges, cumulative effects*

*under 7Q10 conditions, over 60% of streamflow is treated effluent  
current monitoring documents aquatic life impairment*

*exceptionally high recreational resource potential  
ongoing efforts to restore anadromous fisheries  
ongoing 100M Waterbury POTW upgrade  
intense public scrutiny and interest in restoration efforts*

### **MINIMUM LEVELS (ML)**

*Minimum Levels represent the concentration at which quantification must be achieved and verified during chemical analysis. The permittee may select any EPA approved 40 CFR 136 method which offers sufficient sensitivity to achieve quantification at the specified Minimum Level. The permit requires the results of chemical analyses to be reported to the maximum level of accuracy and precision possible (analytical methods approved under 40 CFR 136 are typically capable of detecting these chemicals at concentrations well below the Minimum Level). For purposes of compliance, the permit specifies that results lower than the Minimum Level are considered equivalent to zero.*

### **TOTAL: DISSOLVED TRANSLATOR FOR COPPER AND ZINC**

*The purpose of a translator is to more accurately simulate the equilibrium which exists between the total metal concentration in the receiving stream and the dissolved metal concentration. Connecticut's Water Quality Standards establish criteria to protect aquatic life from acute and chronic toxic impacts in terms of the dissolved metal concentration. In the absence of site-specific data, the Department's practice has been to assume that all metal present in the effluent and receiving water is in the dissolved form and that the upstream concentration of the metal is "0".*

*Data submitted by the Naugatuck Treatment Company (NTC) documented that a significant fraction of the copper and zinc in the discharge is typically in particulate form. The Department evaluated ambient monitoring data collected by the U.S. Geological Survey for the Naugatuck River at Beacon Falls. The monitoring site is located a short distance downstream of the NTC discharge and is representative of post-mixing conditions. This data provided a basis for derivation of a total to dissolved metals translator as follows:*

- 1. USGS dissolved and total metal data were plotted in time series for the period 1992 through 1994 to confirm that no obvious temporal trends existed in the data set which would bias results.*
- 2. Dissolved to Total metal ratios were calculated and plotted against streamflow, log transformed streamflow, pH, TOC, and TSS. Strong linear relationships between these paired variables which would be of predictive value were not identified.*
- 3. The D/T ratio for each metal was calculated as the geometric mean of the D/T ratios for monitoring data collected at streamflows less than 500 cfs. Data for higher streamflows*

was excluded from the calculation because visual observation of the data plots suggested that these values may not be representative of partitioning under lower flow conditions. 500 cfs is approximately 10 times the 7-day, 10-year low flow at this location.

Copper:  $D/T = 0.67$  ;  $T/D = 1.49$

Zinc:  $D/T = 0.74$  ;  $T/D = 1.35$

The background concentration of dissolved metal was derived as follows:

1. Dissolved metal was plotted against streamflow.
2. The most likely dissolved metal concentration expected to occur at a flow of 60 cfs (7Q10) at the monitoring site was estimated using a regression equation calculated from the monitoring data ( $DCu = -0.0044(\text{streamflow}) + 10.6 \text{ ug/L}$ ) or as the median metal concentration observed at flows below 500 cfs ( $DZn = 24.7 \text{ ug/L}$ ).

Estimated dissolved copper at Beacon Falls at 60 cfs 10.3 ug/L.

Estimated dissolved zinc at Beacon Falls at 60 cfs 24.7 ug/L.

3. The mass loading of dissolved metal at the monitoring site under 7Q10 conditions was estimated by multiplying the estimated concentration by 60 cfs.

Estimated daily loading dissolved copper at Beacon Falls at 60 cfs 1.5122 Kg/d

Estimated daily loading dissolved zinc at Beacon Falls at 60 cfs 3.6237 Kg/d

4. The mass loading from NTC was estimated by multiplying the average NTC discharge rate (6 MGD) by the median effluent metal concentration derived from NTC effluent monitoring (20 ug/L Cu, 80 ug/L Zn) adjusted for the post mixing D/T ratio (0.67 Cu, 0.74 Zn).

Estimated dissolved copper loading from NTC 0.3043 Kg/d

Estimated dissolved zinc loading from NTC 1.3444 Kg/d

5. The mass of dissolved metal upstream of NTC was estimated by subtracting the dissolved mass contributed by NTC from the dissolved mass loading at the monitoring site.

Estimated dissolved copper loading upstream of NTC 1.2079 Kg/d

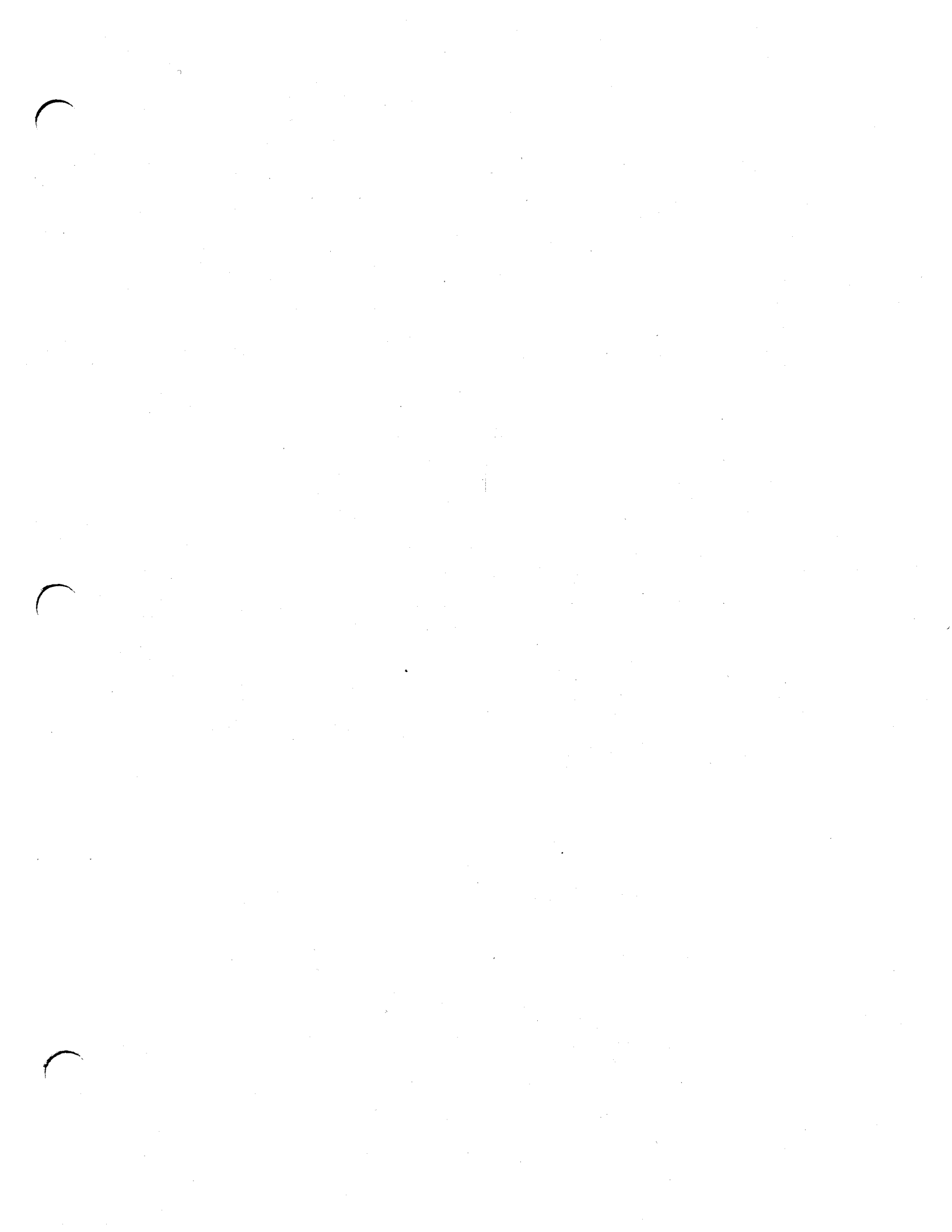
Estimated dissolved zinc loading upstream of NTC 2.2793 Kg/d

6. The streamflow upstream of NTC was estimated by subtracting the average daily flow from NTC (6 MGD) from the downstream flow (60 cfs) resulting in a predicted upstream flow prior to the NTC discharge. The dissolved metal concentration upstream of NTC was then estimated by dividing the mass loading (step 5 above) by the upstream flow rate.

Estimated dissolved copper concentration upstream NTC 9.73 ug/L  
Estimated dissolved zinc concentration upstream NTC 13.38 ug/L

*Average Monthly and Maximum Daily mass-based limits, were derived assuming estimated background metals concentrations at critical low flow, CV derived from monitoring data, NTC design flow, weekly monitoring frequency, and an allocated Zone Of Influence (ZOI) according to Departmental interpretation of EPA guidance. These limits were then multiplied by the T/D translator to reflect total/dissolved partitioning in-stream for each metal.*

*Due to high oxygen demand during the summer months seasonal CBOD limits are required. The monthly average limits are 25 mg/l from November 1 through May 31 based on EPA secondary treatment standards and 15 mg/l from June 1 through October 31 based on water quality.*





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION I

J.F. KENNEDY FEDERAL BUILDING, BOSTON, MASSACHUSETTS 02203-2211

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

October 26, 1994  
Robert E. Lambalot, Jr.  
Plant Engineer  
Naugatuck Treatment Company  
500 Cheery Street  
Naugatuck, CT 06770

*NPDES  
INCINERATOR  
PERMIT  
503*

Re: NPDES Application No. CTL000002

Dear Mr. Lambalot:

Enclosed is your final National Pollutant Discharge Elimination System (NPDES) sewage sludge incinerator permit issued pursuant to the referenced application. The Environmental Permit Regulations, at 40 C.F.R. §124.15, 48 Fed. Reg. 14271 (April 1, 1983), require this permit to become effective on the date specified in the permit.

Also enclosed is a copy of the Agency's response to the comments received on the draft permit and information relative to hearing requests and stays of NPDES permits.

We appreciate your cooperation throughout the development of this permit. Should you have any questions concerning the permit, feel free to contact Thelma Hamilton, of my staff at 617/565-3569.

Sincerely,

*Edward K. McSweeney*  
Edward K. McSweeney, Chief  
Wastewater Management Branch

Enclosures

cc: CT Department of Environmental Protection  
All Interested Parties





AUTHORIZATION FOR THE USE OR DISPOSAL OF  
SEWAGE SLUDGE UNDER THE  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

In compliance with the provisions of Section 405(d) and (e) of the Federal Clean Water Act, as amended, (33 U.S.C. §§1251 et seq),

Borough of Naugatuck

is authorized to incinerate sewage sludge at :

500 Cherry Street  
Naugatuck, CT

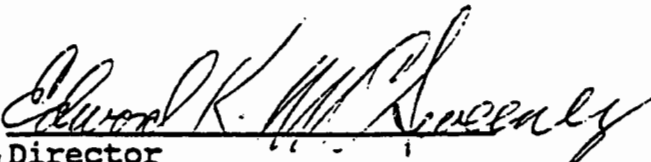
in accordance with pollutant limitations, monitoring requirements, and other conditions set forth herein.

This permit shall become effective thirty (30) days from the date of issuance.

This permit and the authorization to incinerate sewage sludge shall expire at midnight, five years from the effective date.

This permit consists of 8 pages in Part I including pollutant limitations, monitoring requirements, etc, and 35 pages in Part II including General Conditions and Definitions.

Signed this 14<sup>th</sup> day of October 1994

*Anthony*  
  
Director  
Water Management Division  
Environmental Protection Agency  
Boston, MA

A. Standard Conditions

1. The permittee shall comply with all existing federal and state laws and regulations that apply to sewage sludge use and disposal practices and with the Clean Water Act (CWA) Section 405(d) technical standards.

If an applicable management practice or numerical limitation for pollutants in sewage sludge more stringent than existing federal and state regulations is promulgated under Section 405(d) of the CWA, this permit shall be modified or revoked and reissued to conform to the promulgated regulations.

2. The permittee shall give prior notice to the Director of any change(s) planned in the permittee's sludge use or disposal practice.
3. A change in the permittee's sludge use or disposal practice is a cause for modification of the permit. It is a cause for revocation and reissuance of the permit if the permittee requests or agrees.

B. General Requirements

1. No person shall fire sewage sludge in an sewage sludge incinerator except in compliance with the requirements of 40 CFR part 503 subpart E.

C. Pollutant Limitations

1. Firing of sewage sludge shall not violate the requirements in the National Emission Standard for Beryllium in 40 CFR part 61, subpart C, 10 grams per 24-hour period, per incinerator.
2. Firing of sewage sludge shall not violate the requirements in the National Emission Standard for Mercury in 40 CFR part 61, subpart E, 3200 grams per 24-hour period, per facility.

3. The daily concentration of the metals in sewage sludge fed to the incinerators shall not exceed the limit specified below (dry weight basis):

	<u>Max. Daily</u>
Arsenic.....	38 mg/kg
Cadmium.....	172 mg/kg
Chromium.....	387 mg/kg
Lead.....	1,539 mg/kg
Nickel.....	83,934 mg/kg

D. Operational Standards

1. The monthly average concentration for Total Hydrocarbons (THC), corrected to zero percent moisture and to seven percent oxygen, in the exit gas from the sewage sludge incinerator stack shall not exceed 100 ppm on a volumetric basis.

2. The measured THC concentration shall be corrected to zero percent moisture using the correction factor below:

$$\text{Correction factor} = \frac{1}{(\text{percent moisture}) (1 - X)}$$

Where:

X = decimal fraction of the percent moisture in the sewage sludge incinerator exit gas in hundredths.

3. The measured THC concentration shall be corrected to seven percent oxygen using the correction factor below:

$$\text{Correction factor} = \frac{14}{(\text{oxygen}) (21 - Y)}$$

Where:

Y = percent oxygen concentration in the sewage sludge incinerator stack exit gas (dry volume/dry volume)

4. The measured THC value shall be multiplied by the correction factors in items 2 and 3. The corrected THC value shall be used to determine compliance with Paragraph D. 1.

E. Management Practices

1. An instrument that continuously measures and records the THC concentration in the sewage sludge incinerator stack exit gas shall be installed, operated and maintained for each incinerator in accordance with the manufacturer's written instructions.
2. The THC instrument shall employ a flame ionization detector; have a heated sampling line maintained at a temperature of 150 degrees Celsius or higher at all times and shall be calibrated at least once every 24 hour operation period using propane.
3. An instrument that continuously measures and records the oxygen concentration in the sewage sludge incinerator stack exit gas shall be installed, operated and maintained for each incinerator in accordance with the manufacturer's written instructions.
4. The THC monitor(s) and the oxygen monitor(s) must meet the performance specifications detailed in "Continuous Emissions Monitoring Guidance for Part 503 Sewage Sludge Regulations EPA Region 1."
5. Upon completion of the testing to demonstrate compliance with the performance specifications, but not later than 90 days from the effective date of this permit, the operator of the incinerators shall submit a certification stating the continuous emissions monitoring system meets the performance specifications detailed in the above referenced guidance.
6. An instrument that measures and records information used to determine the moisture content in the sewage sludge incinerator stack exit gas continuously, shall be installed calibrated, operated and maintained for each sewage sludge incinerator in accordance with manufacturer's written instructions.
7. An instrument that measures and records combustion temperatures continuously shall be installed, calibrated, operated and maintained for each sewage sludge incinerator in accordance with manufacturer's written instructions.

8. The daily average of the combustion temperatures within the combustion zone of the sewage sludge incinerator shall not exceed 1650°F.
9. The air pollution control devices shall be operated in the following manner:
  - a. The minimum amount of water to the impingement trays shall be 230 gpm and the minimum pressure drop of the exhaust gas shall be 2 inches water column.
  - b. The afterburner daily average temperature shall be minimum of 1150°F.
  - c. The wet electrostatic precipitator shall operate with a voltage at or above 40 Kv.
10. Sewage sludge shall not be fired in a sewage sludge incinerator if it is likely to adversely affect a threatened or endangered species listed under section 4 of the Endangered Species Act or its designated critical habitat.
11. The permittee shall notify the EPA if any continuous emission monitoring equipment is shut down or broken down for more than 72 hours while the incinerator continues to operate.
12. Notification shall include the following:
  - a. The reason for the shut down or break down;
  - b. Steps taken to restore the system;
  - c. The expected length of the down time; and
  - d. The expected length of the incinerator operation during the down time of the monitoring system.
13. Break downs or shut downs of less than 72 hours shall be recorded in the operations log along with an explanation of the event.
14. Copies of all manufacturer's instructions shall be kept on file and be available during inspections.

F. Monitoring Frequency

1. Beryllium and mercury shall be monitored at the following frequency: 6 times per year, during the months of February, April, June, August, October, and December.

2. Either stack testing or sludge testing may be used for demonstration of compliance with the mercury and beryllium requirements in Paragraphs C.1 and C.2.
3. The pollutants in Paragraph C. 3, shall be monitored at the following frequency: 1/month.
4. The operating parameters for the air pollution control devices shall be monitored at the following frequency: 1/day.
5. The THC concentration in the exit gas, the oxygen concentration in the exit gas, information from the instrument used to determine moisture content, and combustion temperatures shall be monitored continuously.

G. Sampling and Analysis

1. The sewage sludge shall be sampled at a location which is prior to charging to the incinerator and provides a representative sample of the sewage sludge being incinerated.
2. The metals in the sewage sludge shall be analyzed using "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods", EPA Publication SW-846, Second Edition (1982) with Updates I (April 1984) and II (April 1985) and Third Edition (November 1986) with Revision I (December 1987).
3. If emission testing is done for demonstration of NESHAPS, testing shall be in accordance with Method 101A in 40 CFR part 60, Appendix B, "Determination of Particulate and Gaseous Mercury Emissions from Sewage Sludge Incinerators."
4. When sludge sampling is used for demonstration of compliance with NESHAPS, the following equation shall be used:

$$E = \frac{(M) \times (Q) \times (PS)}{1000}$$

Where:

E = Emission Rate, grams/day

M = Pollutant Concentration in sewage sludge, ug/gram

Q = Sludge feed rate to incinerator, kg/day

PS = Percent solids

When determining emissions for beryllium, multiply above equation by (1 - CE). (CE is the control efficiency for beryllium.)

5. Sewage sludge samples for mercury shall be sampled and analyzed using Method 105 in 40 CFR part 61, Appendix B, "Determination of Mercury in Wastewater Treatment Plant Sewage Sludge".

H. Recordkeeping

1. The concentration of pollutants in Paragraph C. 3. Report the maximum value of each pollutant.
2. The THC concentration in the exit gas from each sewage sludge incinerator stack. Report the average monthly concentration defined in Paragraph D. 1.
3. The information that demonstrates that the requirements in the National Emission Standard for beryllium are met. The results of either the emission testing or sludge sampling shall be reported. If sludge sampling is reported, include calculation in Paragraph G.4 for compliance demonstration.
4. The information that demonstrates that the requirements in the National Emissions Standard for mercury are met. The results of either the emission testing or sludge sampling shall be reported. If sludge sampling is reported, include calculation in paragraph G.4 for compliance demonstration.
5. The combustion temperatures, including the maximum combustion temperature for each sewage sludge incinerator. Report the monthly average temperature within the combustion zone and the maximum combustion temperature described in Paragraph E.8.
6. The values for the air pollution control device(s) operating parameters. Report the monthly average operating values.
7. The oxygen concentration and information used to measure moisture content in the exit gas from the sewage sludge incinerator. Report the oxygen concentration and percent moisture results which were used to determine the THC values reported in Paragraph H.2.
8. The sewage sludge feed rate to the incinerator. Record the average daily and average monthly feed rate.
9. The stack height of the sewage sludge incinerator.

10. The dispersion factor for the site where the sewage sludge incinerator is located.
11. The control efficiency for lead, arsenic, cadmium, chromium and nickel for each incinerator.
12. The risk specific concentration for chromium, if a site specific risk specific concentration is determined.
13. A calibration and maintenance log for the instruments used to measure the THC concentration and oxygen concentration in the exit gas from the sewage sludge incinerator stack, the information needed to determine moisture content in the exit gas, and the combustion temperatures.

I. Reporting

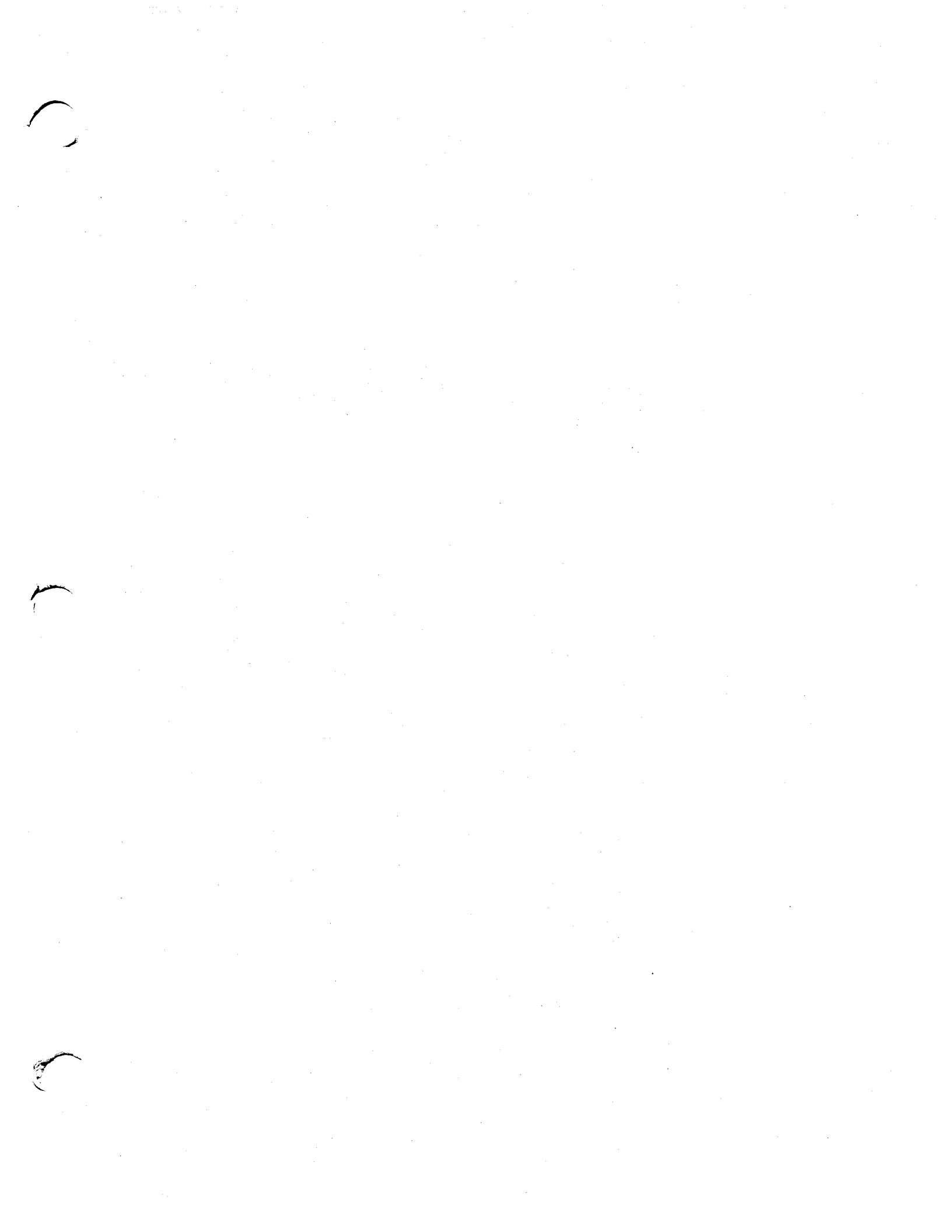
The information in Paragraphs H, 1 through 7 shall be reported annually on the effective date of the permit. All reports shall be submitted to:

Environmental Protection Agency  
NPDES Program Operations Section  
P.O. Box 8127  
Boston, Massachusetts 02114

N

Y







STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



The State of Connecticut

vs.

Borough of Naugatuck

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)
)
)

Consent Order No. 1626

A. With the agreement of Borough of Naugatuck ("Respondent"), the Commissioner of Environmental Protection ("Commissioner") finds the following:

- 1. Respondent owns two Nichols multiple-hearth sewage sludge incinerators ("incinerators")...
2. The incinerators are subject to Section 22a-174-22 of the Regulations of Connecticut State Agencies...
3. During emissions testing conducted in November, 1991, the incinerators' NOx emission rates were less than 0.33 lbs/MMBtu...
4. Pursuant to Section 22a-174-22(k) of the Regulations, emission tests are to be conducted at least once every five years...
5. Respondent conducted its initial emission tests in November, 1991. Pursuant to Section 22a-174-22(k) of the Regulations, Respondent was required to complete its next subsequent emission tests no later than

Respondent's Initials:

Handwritten initials and address: 11 Elm Street, Hartford, CT 06106-5127

Date:

Handwritten date: 2/25/91

BOROUGH OF NAUGATUCK

2

CONSENT ORDER NO. 1626

November, 1996. Respondent failed to conduct these tests until April, 1999.

6. By virtue of the above, Respondent violated Section 22a-174-22(k) of the Regulations.
7. Respondent is required to conduct its next subsequent emission tests by November, 2001, and at least once every five years thereafter if Respondent maintains emission sources subject to Section 22a-174-22 of the Regulations.
8. During emissions testing conducted in April, 1999, the west incinerator emitted NOx at an emission rate of 0.47 lbs/MMBtu of heat input and the east incinerator emitted NOx at an emission rate of 0.44 lbs/MMBtu of heat input, both in excess of the allowable NOx emission rate of 0.33 lbs/MMBtu of heat input.
9. By virtue of the above, Respondent violated Section 22a-174-22(e) of the Regulations.
10. During the April, 1999 emissions test, the east incinerator was tested at 87.8% of design capacity. Section 22a-174-22(k) of the Regulations requires that sampling shall be conducted when the source is operating at or above ninety percent (90%) of design capacity.
11. By virtue of the above, Respondent has violated Section 22a-174-22(k) of the Regulations.
12. Respondent proposes to use approved emission reduction credits ("ERCs") to offset excess NOx emissions at the facility, until Respondent complies with the emission limitation in Section 22a-174-22(e) of the Regulations.
13. On March 1, 2000, Respondent purchased thirty-one tons of approved NOx ERCs (eighteen tons non-ozone season, thirteen tons ozone season). On April 27, 2000, Respondent purchased fifty-seven tons of approved NOx ERCs (thirty-five tons non-ozone season, twenty-two tons ozone season). For the period April 1, 1999 through February 29, 2000, Respondent emitted 24 tons of excess NOx emissions from the incinerators.

Respondent's Initials:

BT

Date:

2/5/01

BOROUGH OF NAUGATUCK

3

CONSENT ORDER NO. 1626

14. By agreeing to the issuance of this consent order, Respondent makes no admission of fact or law with respect to the matters addressed herein other than the facts asserted in paragraphs A.1. and A.2.

B. With the agreement of Respondent, the Commissioner, acting under Sections 22a-6, 22a-171, 22a-174, 22a-177, and 22a-178 of the Connecticut General Statutes, orders Respondent as follows:

1. On and after the date of issuance of this consent order, and prior to May 1, 2003 or until Respondent achieves compliance with the emission standards in Section 22a-174-22(e) of the Regulations, whichever occurs earlier, Respondent shall have in its possession required, approved ERCs.
2. On and after the date of issuance of this consent order, and prior to May 1, 2003 or until Respondent achieves compliance with the emission standards in Section 22a-174-22(e) of the Regulations, whichever occurs earlier, Respondent shall document and record the amounts of all sewage sludge and number 2 oil (collectively referred to as "fuel") and ERCs used by the incinerators each month, and provide such records in accordance with the following and Section 22a-174-22 of the Regulations:
  - a. Before the first day of each month, calculate projected ERCs required for the next calendar month for the incinerators as follows:
 

West Incinerator  

$$\text{ERCs (tons)} = [\text{Estimated Fuel Use in MMBtu} \times (0.52 \text{ lbs/MMBtu} - (0.95 \times 0.33 \text{ lbs/MMBtu}))] - 2000 \text{ pounds;}$$

East Incinerator  

$$\text{ERCs (tons)} = [\text{Estimated Fuel Use in MMBtu} \times (0.48 \text{ lbs/MMBtu} - (0.95 \times 0.33 \text{ lbs/MMBtu}))] - 2000 \text{ pounds;}$$
  - b. Document that sufficient approved ERCs are available for the incinerators no later than the first of each calendar month to assure compliance for, at a minimum, that calendar month. ERCs required shall be adjusted

Respondent's Initials:

AST  
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Date:

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BOROUGH OF NAUGATUCK

4

CONSENT ORDER NO. 1626

upwards by 100% if approved ERCs are not in Respondent's possession prior to use. However, based on the gravity of the noncompliance, the Commissioner may require additional upward adjustment;

- c. No later than the tenth day of each month, calculate ERCs used in the preceding calendar month for the incinerators as follows:

West Incinerator

ERCs (tons) = [Actual Fuel Use in MMBtu x (.52 lbs/MMBtu - (.95 x .33 lbs/MMBtu))] ÷ 2000 pounds;

East Incinerator

ERCs (tons) = [Actual Fuel Use in MMBtu x (.48 lbs/MMBtu - (.95 x .33 lbs/MMBtu))] ÷ 2000 pounds;

- d. Document and record monthly consumption of fuel and ERCs;
- e. No later than March 1 of each year this Consent Order is in effect, include with its annual emissions report to the Commissioner, the monthly rate of fuel consumption for the incinerators and ERCs used by the incinerators for the previous calendar year;
- f. Retain records and supporting documentation as described in this section for a minimum of five years, commencing on the date such records were created;
- g. Maintain documentation to attest to the fact that ERCs used during the ozone season were generated during the ozone season. The ozone season is from May 1 through September 30 in any calendar year. Generator certification of this fact shall be sufficient; and
- h. Provide the records specified above to the Commissioner within thirty (30) days of receipt of a written request from the Commissioner.
3. a. Respondent shall immediately retire forty-eight (48) tons of NOx emissions to offset excess NOx emissions from

Respondent's Initials:

JBZ

Date:

2/5/01



BOROUGH OF NAUGATUCK

6

CONSENT ORDER NO. 1626

2. System operating parameters indicative of proper operation, including, but not limited to, sludge throughput, auxiliary fuel firing rate, NOx emissions rate, and incinerator operating temperature.

The ITT protocol shall provide that Respondent shall perform testing as specified in Sections 22a-174-5 and 22a-174-22 of the Regulations, including operating the incinerator at not less than ninety percent (90%) of its maximum permitted capacity.

- b. Respondent shall perform all testing required by paragraph B.4. in accordance with the approved ITT protocol.
- c. In conducting and performing the testing required by paragraph B.4., and in analyzing the results of such testing, Respondent shall adhere to methods specified in Sections 22a-174-5 and 22a-174-22 of the Regulations and as approved by the United States Environmental Protection Agency ("EPA") and the Commissioner.
- d. Respondent shall schedule all emissions testing so as to allow the Commissioner to be present during such testing and to independently verify facility operations, air pollution control equipment parameters, and testing procedures.
- e. Within 30 days after completing any emissions testing required by this consent order, Respondent shall submit to the Commissioner a written report providing the results of such testing; within 15 days of a notice from the Commissioner indicating any deficiencies in such report, Respondent shall submit a revised report.
- f. If the results of the testing required by paragraph B.4. show that the actual NOx emission rate of the east incinerator is higher than the full load emission rate ("FLER") of the east incinerator specified in paragraph B.2., Respondent shall immediately substitute the higher NOx emission rate for the FLER in the ERC calculations in paragraph B.2., and Respondent shall acquire ERCs in accordance with the revised calculations. Respondent shall adjust any ERCs not in Respondent's possession prior to the occurrence of the excess NOx emissions upwards by 100% from the date of

Respondent's Initials:

JST

Date:

2/5/01

BOROUGH OF NAUGATUCK

7

CONSENT ORDER NO. 1626

the emissions test conducted pursuant to paragraph B.4. until the purchase of said ERCs.

- g. If the results of the testing required by paragraph B.4. show that the actual NOx emission rate of the east incinerator is lower than the FLER of the east incinerator specified in paragraph B.2., Respondent may submit a written request to the Commissioner, for his review and written approval, to substitute the lower NOx emission rate for the FLER in the ERC calculations in paragraph B.2.
5. Pursuant to paragraph A.7., Respondent shall conduct emission tests of both incinerators on or before November 2001. Said emission tests shall be conducted in accordance with the procedure set forth in paragraph B.4.a. through B.4.e; provided that if the east incinerator is tested at 90% of its maximum permitted capacity, the 1.18 dry ton/hour sewage sludge throughput limit specified in paragraph B.4. shall no longer apply. Respondent shall conduct emission tests of any emission sources subject to Section 22a-174-22 of the Regulations at least once every five years after November 2001.
- a. If the results of the testing required by this paragraph show that the actual NOx emission rate(s) of one or both of the incinerators is/are higher than the full load emission rate(s) ("FLER") of the incinerators specified in paragraph B.2., Respondent shall immediately substitute the higher NOx emission rate(s) for the FLER(s) in the ERC calculations in paragraph B.2., and Respondent shall acquire ERCs in accordance with the revised calculations. Respondent shall adjust any ERCs not in Respondent's possession prior to the occurrence of the excess NOx emissions upwards by 100% from the date of the emission tests conducted pursuant to paragraph B.4. until the purchase of said ERCs.
- b. If the results of the testing required by this paragraph show that the actual NOx emission rate(s) of one or both of the incinerators is/are lower than the FLER(s) of the incinerators specified in paragraph B.2., Respondent may submit a written request to the Commissioner, for his review and written approval, to substitute the lower NOx emission rate(s) for the FLER(s) in the ERC calculations in paragraph B.2.
6. On and after the date of issuance of this Consent Order, and
- Respondent's Initials:   JRT   Date:   2/5/01



BOROUGH OF NAUGATUCK

8

CONSENT ORDER NO. 1626

- prior to May 1, 2003, Respondent shall comply during operation on sewage sludge and no. 2 fuel oil with an enforceable maximum FLER of 0.52 lbs of NOx per MMBtu of heat input for the west incinerator, and 0.48 lbs of NOx per MMBtu of heat input for the east incinerator, averaged on a 24-hour basis.
7. No later than May 1, 2003, Respondent shall comply with the requirements of Section 22a-174-22(d)(2) of the Regulations. However, after full program review of the Emissions Trading Program and, if determined to be appropriate, the Commissioner may grant a written extension of this Consent Order.
8. Full compliance. Respondent shall not be considered in full compliance with this consent order until all actions required by this consent order have been completed as approved and to the Commissioner's satisfaction.
9. Approvals. Respondent shall use best efforts to submit to the Commissioner all documents required by this consent order in a complete and approvable form. If the Commissioner notifies Respondent that any document or other action is deficient, and does not approve it with conditions or modifications, it is deemed disapproved, and Respondent shall correct the deficiencies and resubmit it within the time specified by the Commissioner or, if no time is specified by the Commissioner, within 30 days of the Commissioner's notice of deficiencies. In approving any document or other action under this consent order, the Commissioner may approve the document or other action as submitted or performed or with such conditions or modifications as the Commissioner deems necessary to carry out the purposes of this consent order. Nothing in this paragraph shall excuse noncompliance or delay.
10. Definitions. As used in this consent order, "Commissioner" means the Commissioner or a representative of the Commissioner. The date of "issuance" of this consent order is the date the consent order is deposited in the U.S. mail or personally delivered, whichever is earlier. "Approved ERCs" are defined for purposes of this consent order as those for which the Commissioner has provided written authorization for use in compliance with Section 22a-174-22 of the Regulations.
11. Dates. The date of submission to the Commissioner of any document required by this consent order shall be the date

Respondent's Initials:

JS

Date:

2/5/01

BOROUGH OF NAUGATUCK

9

CONSENT ORDER NO. 1626

such document is received by the Commissioner. The date of any notice by the Commissioner under this consent order, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is deposited in the U.S. mail or is personally delivered, whichever is earlier. Except as otherwise specified in this consent order, the word "day" as used in this consent order means calendar day. Any document or action which is required by this consent order to be submitted or performed by a date which falls on a Saturday, Sunday or a Connecticut or federal holiday shall be submitted or performed by the next day which is not a Saturday, Sunday or Connecticut or federal holiday.

12. Certification of documents. Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under this consent order shall be signed by Respondent or, if Respondent is not an individual, by Respondent's chief executive officer or a duly authorized representative of such officer, as those terms are defined in Section 22a-430-3(b)(2) of the Regulations of Connecticut State Agencies, and by the individual(s) responsible for actually preparing such document, and Respondent or Respondent's chief executive officer and each such individual shall certify in writing as follows:

"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, that the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statement made in the submitted information is punishable as a criminal offense under Section 53a-157b of the Connecticut General Statutes and any other applicable law."

13. Noncompliance. This consent order is a final order of the Commissioner with respect to the matters addressed herein, and is nonappealable and immediately enforceable. Failure to comply with this consent order may subject Respondent to an injunction and penalties.
14. False statements. Any false statement in any information submitted pursuant to this consent order is punishable as a criminal offense under Section 53a-157b of the Connecticut General Statutes and any other applicable law.

Respondent's Initials:

js

Date:

2/5/01

BOROUGH OF NAUGATUCK

10

CONSENT ORDER NO. 1626

15. Notice of transfer; liability of Respondent.  
Until Respondent has fully complied with this consent order, Respondent shall notify the Commissioner in writing no later than 15 days after transferring all or any portion of the facility, the operations, the site or the business which is the subject of this consent order or after obtaining a new mailing or location address. Respondent's obligations under this consent order shall not be affected by the passage of title to any property to any other person or municipality.
16. Commissioner's powers. Nothing in this consent order shall affect the Commissioner's authority to institute any proceeding or take any other action to prevent or abate violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for past, present, or future violations of law. If at any time the Commissioner determines that the actions taken by Respondent pursuant to this consent order have not successfully corrected all violations, fully characterized the extent or degree of any pollution, or successfully abated or prevented pollution, the Commissioner may institute any proceeding to require Respondent to undertake further investigation or further action to prevent or abate violations or pollution.
17. Respondent's obligations under law. Nothing in this consent order shall relieve Respondent of other obligations under applicable federal, state and local law.
18. No assurance by Commissioner. No provision of this consent order and no action or inaction by the Commissioner shall be construed to constitute an assurance by the Commissioner that the actions taken by Respondent pursuant to this consent order will result in compliance (or prevent or abate pollution).
19. Access to site. Any representative of the Department of Environmental Protection may enter the facility without prior notice for the purposes of monitoring and enforcing the actions required or allowed by this consent order.
20. No effect on rights of other persons. This consent order neither creates nor affects any rights of persons or municipalities that are not parties to this consent order.
21. Notice to Commissioner of changes. Within 15 days of the date Respondent becomes aware of a change in any information submitted to the Commissioner under this consent order, or

Respondent's Initials:

JS

Date:

2/5/01

BOROUGH OF NAUGATUCK

11

CONSENT ORDER NO. 1626

that any such information was inaccurate or misleading or that any relevant information was omitted, Respondent shall submit the correct or omitted information to the Commissioner.

22. Notification of noncompliance. In the event that Respondent becomes aware that it did not or may not comply, or did not or may not comply on time, with any requirement of this consent order or of any document required hereunder, Respondent shall immediately notify by telephone the individual identified in the next paragraph and shall take all reasonable steps to ensure that any noncompliance or delay is avoided or, if unavoidable, is minimized to the greatest extent possible. Within five (5) days of the initial notice, Respondent shall submit in writing the date, time, and duration of the noncompliance and the reasons for the noncompliance or delay and propose, for the review and written approval of the Commissioner, dates by which compliance will be achieved, and Respondent shall comply with any dates which may be approved in writing by the Commissioner. Notification by Respondent shall not excuse noncompliance or delay, and the Commissioner's approval of any compliance dates proposed shall not excuse noncompliance or delay unless specifically so stated by the Commissioner in writing.
23. Submission of documents. Any document required to be submitted to the Commissioner under this consent order shall, unless otherwise specified in this consent order or in writing by the Commissioner, be directed to:

Wendy Jacobs  
Department of Environmental Protection  
Bureau of Air Management  
Compliance and Field Operations Division  
79 Elm Street  
Hartford, Connecticut 06106-5127

Respondent's Initials:

WJ

Date:

2/5/01

BOROUGH OF NAUGATUCK

12

CONSENT ORDER NO. 1626

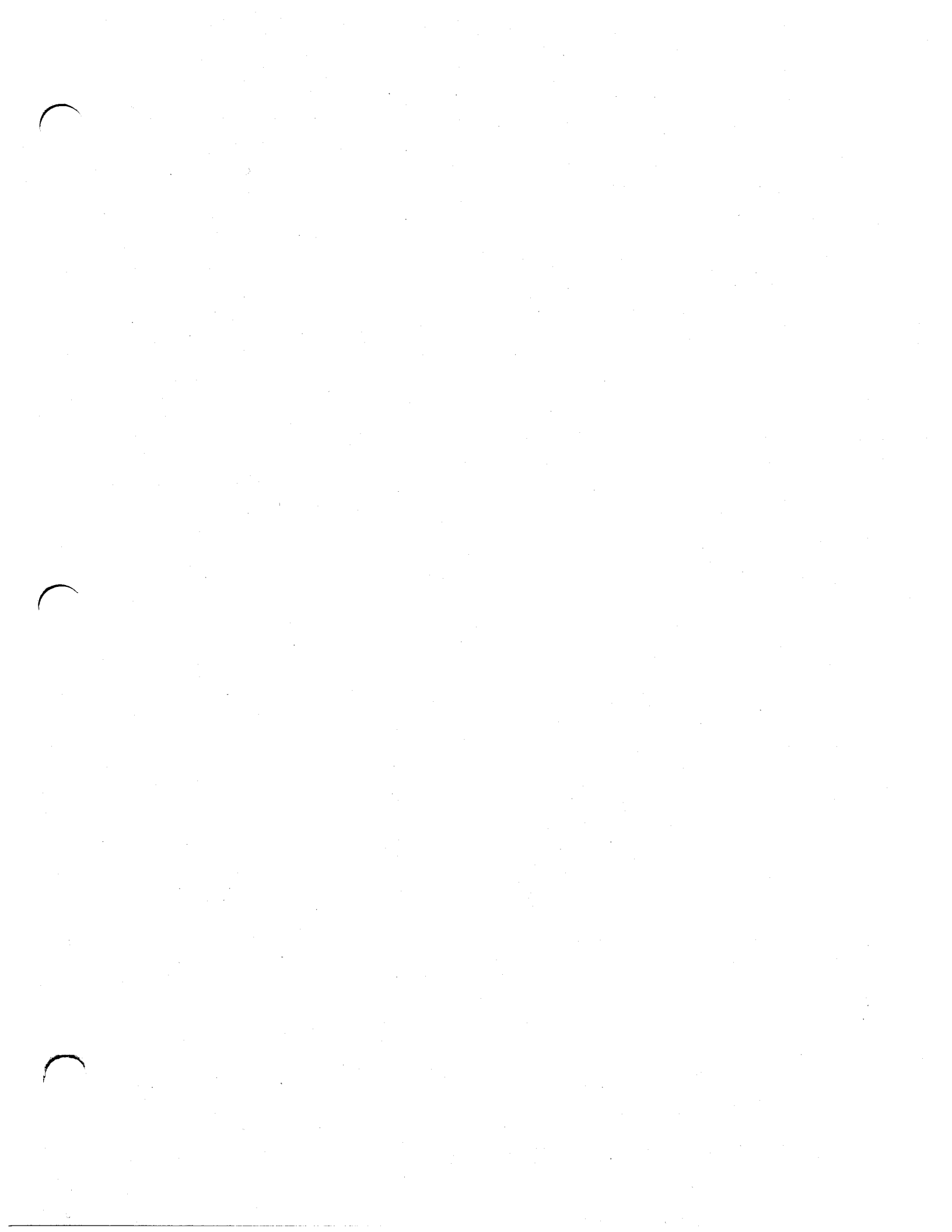
Respondent consents to the issuance of this consent order without further notice. The undersigned certifies that he/she is fully authorized to enter into this consent order and to legally bind the Respondent to the terms and conditions of the consent order.

BY: RESPONDENT John B. Taff  
Mayor  
February 5, 2001  
Date

Issued as a final order of the Commissioner of the Department of Environmental Protection on \_\_\_\_\_, 2001.

\_\_\_\_\_  
Arthur J. Rocque, Jr.  
Commissioner

BOROUGH OF NAUGATUCK LAND RECORDS  
MAILED CERTIFIED MAIL, RETURN RECEIPT REQUESTED  
Certified Document No.



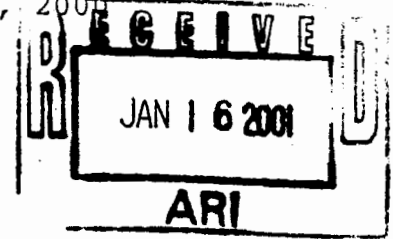
Jim Gregutor  
1201



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



November 27, 2000



Mayor Joan Taf  
Borough of Naugatuck  
229 Church Street  
Naugatuck, CT 06770

Dear Mayor Taf:

Enclosed is a certified copy of your original final Title V permit to operate for the POTW facility at 500 Cherry Street, Naugatuck, CT.

This letter does not relieve you of the responsibility to comply with the requirements of other appropriate Federal, State, and municipal agencies. The permit is not transferable from one permittee to another (without prior written notification) or from one location to another.

Permit renewal applications must be filed at least six (6) months prior to the permit expiration date. Pursuant to Section 22a-174-33 subdivision (r) of the Regulations of Connecticut State Agencies, the Borough of Naugatuck must apply in writing for a permit modification for any of the reasons specified in subparagraphs (A) through (G), inclusive, of that subdivision. In addition, New Source Review (NSR) permits to construct and operate may be required. Any such changes should first be discussed with Mr. Allan B. Pilver of the Bureau of Air Management, by calling (860) 424-3686. Such changes shall not commence prior to issuance of a permit modification.

Sincerely,

Gary S. Rose  
Acting Director  
Engineering and Technical Services  
Bureau of Air Management

GSR:jaz  
Enclosure  
cc: N. Warren Hess, III



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



November 27, 2000

Mr. Donald Dahl  
Office of Air Permits & New Source Review  
Air Pesticides & Toxics Management Div.  
United States Environmental  
Protection Agency  
J.F.K. Federal Building  
Boston, Massachusetts 02203-2211

Dear Mr. Dahl:

Enclosed please find the Title V permit issued to the Borough of Naugatuck for its POTW located in Naugatuck, Connecticut. The Department did not receive any requests for a public hearing or written objections from affected states. EPA comments submitted to the Department on August 28, 2000 have been incorporated in the permit.

Changes to the tentative determination have been discussed with your staff and have been determined to be insubstantial. We understand that EPA does not require an additional forty-five (45) calendar days to review these changes. Should you have any questions, please contact Mr. Allan B. Pilver, the case engineer at (860) 424-3686.

Sincerely,

Gary S. Rose  
Acting Director  
Engineering and Technical Services  
Bureau of Air Management

GSR:jaz  
Enclosure







## TITLE V OPERATING PERMIT

Issued pursuant to Title 22a of the Connecticut General Statutes (CGS) and Section 22a-174-33 of the Regulations of Connecticut State Agencies (RCSA) and pursuant to the Code of Federal Regulations (CFR), Title 40, Part 70.

Title V Permit Number	109-0059-TV
Client/ Sequence /Town/Premises Numbers	1307/1/109/11
Date Issued	11/27/00
Expiration Date	Five (5) years after issue date

Corporation:

**Borough of Naugatuck**

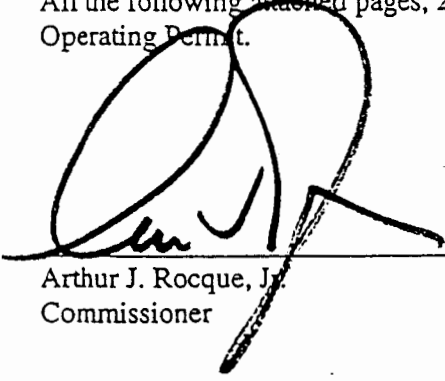
Premises Location:

**500 Cherry Street, Naugatuck, CT 06770**

Name of Responsible Official and Title:

**Mayor Joan Taf**

All the following attached pages, 2 through 36, are hereby incorporated by reference into this Title V Operating Permit.

  
Arthur J. Rocque, Jr.  
Commissioner

11/27/00  
Date

# TABLE OF CONTENTS

	PAGE
List of Acronyms .....	4
Section I. Premises Information/Description	
A. Premises Information.....	6
B. Premises Description.....	6
Section II. Emissions Units Information: SOS and AOS	
A. Emissions Units Identification: SOS - Table II.A.1.....	7-10
B. Emissions Units Identification: AOS.....	11
C. Reserved, pending applicable regulatory revisions.....	11
Section III. Applicable Requirements and Compliance Demonstration.	
A. Emissions Units 29 & 30 - Table III.A.....	12-18
B. Emissions Units 31 & 32 - Table III.B.....	19
C. Emissions Units 33 & 34 - Table III.C.....	20
D. Emissions Unit 35 - Table III.D.....	21-22
E. Emissions Unit 27 - Table III.E.....	23
F. Emissions Unit 37 - Table III.F.....	24
G. Emissions Unit 49 - Table III.G.....	25-26
H. Premises-wide General Requirements- Table III.H.....	27
Section IV. Compliance Schedule - Table IV .....	28
Section V. State Enforceable Special Terms and Conditions .....	29
Section VI. Permit Shield - Table VI .....	30
Section VII. Title V Requirements	
A. Submittal to the Commissioner & Administrator .....	31
B. Certifications [RCSA 22a-174-33(b)] .....	31
C. Authorized Representative [RCSA 22a-174-33(b)(3)] .....	31
D. Additional Information [RCSA 22a-174-33(j)(1)(X)] .....	32
E. Monitoring Reports [RCSA 22a-174-33(o)(1)] .....	32
F. Premises Records [RCSA 22a-174-33(o)(2)] .....	32-33
G. Progress Reports [RCSA 22a-174-33(q)(1)] .....	33
H. Compliance Certifications [RCSA 22a-174-33(q)(2)].....	33
I. Violation Notification [RCSA 22a-174-33(p)] .....	33
J. Permit Deviation Reporting [RCSA 22a-174-33(j)(1)(O)].....	33
K. Permit Expiration and Renewal Application [RCSA 22a-174-33(j)(1)(B)] .....	33
L. Operate in Compliance [RCSA 22a-174-33(j)(1)(C)] .....	34
M. Compliance with Permit [RCSA 22a-174-33(j)(1)(G)]. .....	34
N. Inspection to Determine Compliance [RCSA 22a-174-33(j)(1)(M)] .....	34
O. Permit Availability .....	34
P. Severability Clause [RCSA 22a-174-33(j)(1)(R)] .....	34
Q. Need to Halt or Reduce Activity [RCSA 22a-174-33(j)(1)(T)] .....	34

TABLE OF CONTENTS, continued

PAGE

Section VII. Title V Requirements, continued

R. Permit Requirements [RCSA 22a-174-33(j)(1)(V)] .....	35
S. Property Rights [RCSA 22a-174-33(j)(1)(W)] .....	35
T. Alternative Operating Scenario Records [RCSA 22a-174-33(o)(3)] .....	35
U. Operational Flexibility [RCSA 22a-174-33(r)(3)].....	35
V. Off-permit Changes [RCSA 22a-174-33(r)(4) and (5)].....	35
W. Information for Notification [RCSA 22a-174-33(r)(5)] .....	35
X. Transfers [RCSA 22a-174-33(s)(1)].....	36
Y. Revocation and Reopening for Cause [RCSA 22a-174-33(t)].....	36
Z. Credible Evidence [40 CFR 60.11(g)] .....	36

## LIST OF ACRONYMS

ACRONYM	DESCRIPTION
°F	Degrees Fahrenheit
ACFM	Actual Cubic Feet Per Minute
ASC	Actual Stack Concentration
BAM	Bureau of Air Management
CEM	Continuous Emission Monitor
CFR	Code of Federal Regulations
CGS	Connecticut General Statutes
CP/OP	Construction Permit/Operating Permit
DEP	Department of Environmental Protection
EMU	Emission Unit
EPA	Environmental Protection Agency
GEMU	Grouped Emission Unit
HAP	Hazardous Air Pollutant
HLV	Hazard Limiting Value
MASC	Maximum Allowable Stack Concentration
MACT	Maximum Available Control Technology
MSDS	Material Safety Data Sheet
NSR	New Source Review
RCSA	Regulations of Connecticut State Agencies
RMP	Risk Management Plan
SIC	Standard Industrial Classification Code
VOC	Volatile Organic Compound

## Title V Operating Permit

All conditions in Sections III, IV, VI and VII of this permit are enforceable by both the Administrator and the Commissioner unless otherwise specified. Applicable requirements and compliance demonstration are set forth in Section III of this permit. The Administrator or any citizen of the United States may bring an action to enforce all permit terms or conditions or requirements contained in Sections III, IV, VI and VII of this permit in accordance with the Clean Air Act (CAA), as amended.

## Section I: Premises Information/Description

### A. PREMISES INFORMATION

Nature of Business: Publicly Owned Treatment Works (POTW) with sewage sludge incinerators  
Primary SIC: 4952

Facility Mailing Address: 500 Cherry Street, Naugatuck, CT 06770  
Telephone Number: (203) 723-1433

### B. PREMISES DESCRIPTION

The Borough of Naugatuck (Borough) owns a Publicly Owned Treatment Works (POTW). The permittee commenced construction of the POTW on or about August 15, 1972. The facility has been in operation since 1973. The plant is operated by a contractor hired by the Borough. Two multiple hearth incinerators are in operation at the POTW. They are fired with sludge. Oil is used as an auxiliary fuel. The Borough's facility houses settling tanks, aeration tanks, thickening tanks, holding tanks, sludge belt filter presses, external combustion sources and a number of storage tanks.

Section II: Emissions Units Information

A. EMISSIONS UNITS IDENTIFICATION: STANDARD OPERATING SCENARIO (SOS)

Emission units are set forth in Table II.A.1.

Emissions Units	Emissions Unit Description	Control Unit Description	Permit, Order, or Registration Number
EMU1	Wet Well, 18,782 gallons	CVE Scrubber-Ceilcote SPT-96-120	N/A
EMU2	Primary Settling Tank No. 1, 300,000 gallons	Passive Canvas/Cable Coverage	N/A
EMU3	Primary Settling Tank No. 2, 300,000 gallons	Passive Canvas/Cable Coverage	N/A
EMU4	Primary Settling Tank No. 3, 300,000 gallons	N/A	N/A
EMU5	Primary Settling Tank, Weir Sections	Primary Scrubber-Ceilcote HRP-23-48	N/A
EMU6	Primary Effluent Channel	Primary Scrubber-Ceilcote HRP-23-48	N/A
EMU7	Aeration Tank No. 1, 1.17x10 <sup>6</sup> gallons	N/A	N/A
EMU8	Aeration Tank No. 2, 1.17x10 <sup>6</sup> gallons	N/A	N/A
EMU9	Aeration Tank No. 3, 1.17x10 <sup>6</sup> gallons	N/A	N/A
EMU10	Aeration Tank No. 4, 1.17x10 <sup>6</sup> gallons	N/A	N/A
EMU11	Aeration Tank No. 5, 1.17x10 <sup>6</sup> gallons	N/A	N/A
EMU12	Aeration Tank No. 6, 1.17x10 <sup>6</sup> gallons	N/A	N/A
EMU13	Secondary Settling Tank No. 1, 500,000 gallons	N/A	N/A

ORIGINAL

TABLE II.A.1: EMISSIONS UNIT DESCRIPTION

Emissions Units	Emissions Unit Description	Control Unit Description	Permit Order or Registration Number
EMU14	Secondary Settling Tank No.2, 500,000 gallons	N/A	N/A
EMU15	Secondary Settling Tank No.3, 500,000 gallons	N/A	N/A
EMU16	Secondary Settling Tank No.4, 500,000 gallons	N/A	N/A
EMU17	Sludge Thickener Tank No. 1, 100,000 gallons	CVE Scrubber-Ceilcote SPT-96-120	N/A
EMU18	Sludge Thickener Tank No. 2, 100,000 gallons	CVE Scrubber-Ceilcote SPT-96-120	N/A
EMU19	Sludge Thickener Tank No. 3, 100,000 gallons	CVE Scrubber-Ceilcote SPT-96-120	N/A
EMU20	Sludge Thickener Tank No. 4, 100,000 gallons	CVE Scrubber-Ceilcote SPT-96-120	N/A
EMU21	Sludge Holding Tank No. 1, 100,000 gallons	CVE Scrubber-Ceilcote SPT-96-120	N/A
EMU22	Sludge Holding Tank No. 2, 100,000 gallons	CVE Scrubber-Ceilcote SPT-96-120	N/A
EMU23	Sludge Holding Tank No. 3, 100,000 gallons	CVE Scrubber-Ceilcote SPT-96-120	N/A
EMU24	Sludge Holding Tank No. 4, 100,000 gallons	CVE Scrubber-Ceilcote SPT-96-120	N/A
EMU25	Sludge Belt Filter Press No. 1	CVE Scrubber-Ceilcote SPT-96-120	N/A
EMU26	Sludge Belt Filter Press No. 2	CVE Scrubber-Ceilcote SPT-96-120	N/A
EMU27	Sludge Belt Filter Press Washer Heater, 1.2 MMBTU/hr	N/A	N/A
EMU28	Secondary Wasting Gravibelt	N/A	N/A

ORIGINAL



TABLE II.A.1: EMISSIONS UNIT DESCRIPTION

Emissions Units	Emissions Unit Description	Control Unit Description	Permit Order or Registration Number
EMU29	Nichols Multiple Hearth Sewage Sludge Incinerator	Zero Hearth Afterburner, Tray Impingement Scrubber, Wet Electrostatic Precipitator	109-0001
EMU30	Nichols Multiple Hearth Sewage Sludge Incinerator	Zero Hearth Afterburner, Tray Impingement Scrubber, Wet Electrostatic Precipitator	109-0002
EMU31	Burnham PF 502 Boiler No. 1, 1.16 MMBTU/hr	N/A	N/A
EMU32	Burnham PF 502 Boiler No. 2, 1.16 MMBTU/hr	N/A	N/A
EMU33	Peerless O-705-FDA-WU Boiler, 0.71 MMBTU/hr	N/A	N/A
EMU34	Peerless JO-45-PF-WPCF Boiler, 0.3 MMBTU/hr	N/A	N/A
EMU35	Onan 400 KW Emergency Generator Set, 4.19 MMBTU/hr	N/A	N/A
EMU36	Currently not in use (emission unit number is unassigned)	N/A	N/A
EMU37	Underground Storage Tank, 20,000 gallons, No. 2 Fuel	N/A	N/A
EMU38	Above Ground Storage Tank, 330 gallons, No. 2 Fuel	N/A	N/A
EMU39	Above Ground Storage Tank, 275 gallons, Kerosene	N/A	N/A
EMU40	Above Ground Storage Tank, 580 gallons, Waste Lube Oil	N/A	N/A

ORIGINAL

TABLE II.A.1: EMISSIONS UNIT DESCRIPTION			
Emissions Units	Emissions Unit Description	Control Unit Description	Permit, Order, or Registration Number
EMU41	Above Ground Storage Tank, 275 gallons, No. 2 Fuel Oil	N/A	N/A
EMU42	Above Ground Storage Tank, 275 gallons, No. 2 Fuel Oil	N/A	N/A
EMU43	Mannich Polymer Tank No. 1, 6,000 gallons	N/A	N/A
EMU44	Mannich Polymer Tank No. 2, 6,000 gallons	N/A	N/A
EMU45	Mannich Polymer Day Tank No. 1, 1,000 gallons	N/A	N/A
EMU46	Mannich Polymer Day Tank No. 2, 1,000 gallons	N/A	N/A
EMU47	Mannich Polymer Day Tank No. 3, 1,000 gallons	N/A	N/A
EMU48	Mannich Polymer Day Tank No. 4, 1,000 gallons	N/A	N/A
EMU49	Safety Kleen Parts Washer, 30 gallons Petroleum Solvent	N/A	N/A
EU50	Mannich Polymer Day Tank No. 5, 1,000 gallons	N/A	N/A
EU51	Mannich Polymer Day Tank No. 6, 1,000 gallons	N/A	N/A

(\*) It is not intended to incorporate by reference these NSR Permits, Orders, or Registrations into this Title V Operating Permit.

ORIGINAL

B. THERE ARE NO ALTERNATE OPERATING SCENARIOS (AOS) IN THIS PERMIT.

C. [RESERVED, PENDING APPLICABLE REGULATORY REVISIONS]

### Section III: Applicable Requirements and Compliance Demonstration

The following tables contain summaries of applicable regulations and compliance demonstration for each identified Emissions Unit and Operating Scenario, regulated by this permit. Note that numerical values stated in Tables III.A through III.G in the column with the heading "Limitations or Restrictions" are maximum allowable rates unless stated otherwise.

Required calibration and maintenance activities shall be performed by the permittee in accordance with manufacturer's specifications.

#### A. EMISSIONS UNITS 29 & 30 (Two identical sewage sludge incinerators)

Per permit numbers 109-0001 and 109-0002, the permittee shall continuously maintain and operate the incinerators/scrubbers under optimum compliant operating conditions as defined and described in the NSR permits, the manufacturer and the RCSA. Determination of whether acceptable operating and maintenance procedures are being used will be based on information which may include, but is not limited to, monitoring results, opacity observations, review of operating maintenance procedures, and inspection of the source. Per permit numbers 109-0001 and 109-0002, the Combustion Engineering Associates scrubbers must be operated at all times the incinerators are operated.

Table III.A: EMISSION UNITS 29 & 30 (EMU 29 & 30)

Item No.	Pollutants or Process Parameters	Limitations or Restrictions	Applicable Regulatory References/Citations	Compliance Demonstration Requirements
1	Waste Type	Type 4 and 5 (defined by RCSA §22a-174-18(c)(1)(xiii) and -(xiv))	Permit nos. 109-0001 and 109-0002	<p><u>Monitoring and Testing Requirements</u> The permittee shall monitor all materials that are fed to each incinerator.</p> <p><u>Record Keeping Requirements</u> a. The permittee shall record the date of all instances of incinerator feed materials that are not Type 4 or 5 waste, and record a description of the nonconforming materials, the quantity of such materials, and the source thereof. b. The permittee shall make and keep records as described, for a minimum of five (5) years commencing on the date such records were created.</p> <p><u>Reporting Requirements</u> The permittee shall submit records of all non-type 4 or 5 waste that are fed into the incinerator in accordance with paragraph I of permit Section VII: Title V Requirements.</p>
2	Charging Rate	2,400 lb/hr on a dry basis	Permit nos. 109-0001 and 109-0002	<p><u>Monitoring and Testing Requirements</u> a. The permittee shall install, calibrate, maintain and operate a flow measuring device</p>

Table III... EMISSION UNITS 29 & 30 (EMU 29 & 30)

Item No.	Pollutant or Process Parameters	Limitations or Restrictions	Applicable Regulatory References/Citations	Compliance Demonstration Requirements
3	Sludge Moisture Content and Volatile Solids Content	85% moisture	Permit nos. 109-0001 and 109-0002	<p>which can be used to determine either the mass or volume of sludge charged to each incinerator. The flow device shall be certified by the manufacturer to have an accuracy of <math>\pm 5\%</math> over the operating range. [RCSA §22a-174-33(j)(1)(K)(ii)]</p> <p>b. The sludge hourly charging rate shall be determined monthly based on a thirty day average as determined either by the product of the mass of sludge wet cake fed per unit time to the incinerator times the press cake solids fraction (i.e., dry mass/total mass) if a continuous weigh belt is used, or the product of the volumetric feed (in gallons of total wet feed per hour) times the density of wet feed to the dewatering press times the fraction of sludge storage tank solids (in mass of solids/total mass) measured by the daily grab sample. [RCSA §22a-174-33(j)(1)(K)(ii)]</p> <p><u>Record Keeping Requirements</u> The permittee shall create and retain records of the rate of sludge charged to each incinerator in accordance with Section VII.F. of this permit. [RCSA §22a-174-33(j)(1)(K)(ii)]</p> <p><u>Reporting Requirements</u> The permittee shall submit reports in accordance with permit Section VII: Title V Requirements.</p>
3	Sludge Moisture Content and Volatile Solids Content	85% moisture	Permit nos. 109-0001 and 109-0002	<p><u>Monitoring and Testing Requirements</u></p> <p>a. The permittee shall collect and analyze a well-mixed representative grab sample of the sludge fed to the incinerator once per day. [RCSA §22a-174-33(j)(1)(K)(ii)]</p> <p>b. The permittee shall provide access to the sludge charged so that a well-mixed representative grab sample of the sludge can be obtained. [RCSA §22a-174-33(j)(1)(K)(ii)]</p> <p>c. The dry sludge content and the volatile solids content of the sample shall be determined in accordance with the method specified under 40 CFR §60.154. [RCSA §22a-174-33(j)(1)(K)(ii)]</p> <p><u>Record Keeping Requirements</u> The permittee shall create and retain records of sludge moisture content and volatile solids content in accordance with Section VII.F of this permit. [RCSA §22a-174-</p>

ORIGINAL

Table III.A: EMISSION UNITS 29 & 30 (EMU 29 & 30)

Item No.	Pollutant or Process Parameters	Limitations or Restrictions	Applicable Regulatory References/Citations	Compliance Demonstration Requirements
				<p>33(j)(1)(K)(ii)</p> <p><u>Reporting Requirements</u> The permittee shall submit reports in accordance with permit Section VII: Title V Requirements.</p>
4	Fuel Type and Rate	No. 2 oil, 29 gallons/hr per hearth burner	Permit nos. 109-0001 and 109-0002	<p><u>Monitoring and Testing Requirements</u></p> <p>a. The permittee shall install, calibrate, maintain and operate a device for measuring the fuel flow to each incinerator. [RCSA §22a-174-33(j)(1)(K)(ii)]</p> <p>b. The flow measuring device shall be certified by the manufacturer to have an accuracy of ±5% over its operating range. [RCSA §22a-174-33(j)(1)(K)(ii)]</p> <p>c. The fuel flow measuring device shall be operated continuously. [RCSA §22a-174-33(j)(1)(K)(ii)]</p> <p><u>Record Keeping Requirements</u> Fuel flow measured data shall be recorded during all periods of operation of each incinerator and the records retained in accordance with Section VII.F. of this permit. [RCSA §22a-174-33(j)(1)(K)(ii)]</p> <p><u>Reporting Requirements</u> The permittee shall submit reports in accordance with permit Section VII: Title V Requirements.</p>
5	Number of Burners and Location	Two burners on each of the hearths 2, 4, and 6 (for a total of 6 burners per incinerator, excluding an afterburner in each incinerator)	Permit nos. 109-0001 and 109-0002	<p><u>Reporting Requirements</u> The permittee shall submit reports in accordance with permit Section VII: Title V Requirements.</p>

ORIGINAL

Table III.a: EMISSION UNITS 29 & 30 (EMU 29 & 30)

Item No.	Pollutant or Process Parameters	Limitations or Restrictions	Applicable Regulatory References/Citations	Compliance Demonstration Requirements
6	Scrubber Operating Parameters	<p>Minimum water flow to each scrubber is 230 gal/min.</p> <p>Minimum water pressure to sprays is 2 inches water</p>	<p>Permit Nos. 109-0001 and 109-0002</p> <p>Permit Nos. 109-0001 and 109-0002</p>	<p><u>Monitoring and Testing Requirements</u> The permittee shall continuously monitor water flow rate to each scrubber and water pressure to scrubber sprays.</p> <p><u>Record Keeping Requirements</u> The permittee shall create and retain records of the measured water flow rate and water pressure to sprays for each wet scrubbing device in accordance with Section VII.F. of this permit.</p> <p><u>Reporting Requirements</u> The permittee shall submit reports in accordance with permit Section VII: Title V Requirements</p>
7	Particulate Matter	<p>&lt;20%; except &lt;40% for a period or periods aggregating not more than 5 minutes in any 60 minutes</p> <p>Particulate Matter emissions which are individually large enough to be discernible by the human eye are prohibited.</p> <p>0.4 lb/1,000 lbs. flue gases adjusted to 50% excess air.</p>	<p>RCSA §22a-174-18(a)(1)</p> <p>RCSA §22a-174-18(c)(3)</p> <p>RCSA §22a-174-18(c)(3)(i)</p>	<p><u>Monitoring and Testing Requirements</u></p> <p>a. Per RCSA § 22a-174-4, the permittee shall install, maintain, and operate a smoke and opacity monitor on each incinerator that has been approved in accordance with RCSA § 22a-174-4(d)(1).</p> <p>b. Each opacity monitor shall be maintained in operation at any time that the incinerators are in operation. [RCSA §22a-174-4]</p> <p>c. The permittee shall not deliberately shut down the opacity monitor while the incinerators are in operation or are emitting air pollutants. [RCSA §22a-174-4]</p> <p>d. In the case of deliberate shutdown or of a breakdown or failure of an opacity monitor during which time the incinerator associated with that monitor will be in operation, all reasonable measures shall be taken to assure resumption of monitoring as soon as possible. In the event such shutdown of an opacity monitor is expected, or may reasonably be expected, to continue for longer than seventy-two (72) hours, and if the subject incinerator is to be operated at any time during that period, the DEP shall be promptly notified in writing. Such notification shall specify the steps being taken to restore monitoring, the expected duration of the monitoring shutdown, and the length of time that the incinerator will be in operation during the shut down [RCSA § 22a-174-4(e)(3)]. [RCSA §22a-174-4]</p> <p>e. The permittee shall calibrate opacity monitoring equipment in accordance with manufacturer's recommendations. [RCSA §22a-174-4]</p>

ORIGINAL

Table III.A: EMISSION UNITS 29 & 30 (EMU 29 & 30)

Item No.	Pollutant or Process Parameters	Emission or Restrictions	Applicable Regulatory Reference/Citations	Compliance Demonstration Requirements
				<p>f. The information collected with the opacity monitor shall be used in determining compliance with the provisions of RCSA §22a-174-18(a)(1). [RCSA §22a-174-4]</p> <p>g. The permittee shall be subject to permit Section VII.N for the purpose of determining compliance with the limitations on particulate size.</p> <p>h. The permittee shall demonstrate compliance with the 0.4 lb/1,000 lbs flue gas particulate matter emission limit either by emission testing by the method specified as Method 5 in Title 40 CFR 60 [RCSA §22a-174-5(b)(5)], or by engineering calculations using representative emission factors. [RCSA §22a-174-33(j)(1)(K)(ii)].</p> <p><u>Record Keeping Requirements</u></p> <p>a. Opacity monitoring data shall be kept current and in a form allowing easy inspection. [RCSA §22a-174-4]</p> <p>b. Opacity monitoring data shall be retained by permittee for a period of at least five years.</p> <p><u>Reporting Requirements</u></p> <p>a. The permittee shall submit to the Commissioner on forms furnished or prescribed by the DEP a report summarizing opacity monitoring data for the preceding three months. Such reports shall be due not later than thirty (30) days following the end of each calendar quarter. [RCSA §22a-174-4(c)]</p> <p>b. The permittee shall include information on the total process operating time of the equipment over the three (3) preceding months. [RCSA §22a-174-4(d)]</p> <p>c. The permittee shall submit reports in accordance with permit Section VII: Title V Requirements.</p>
8	Beryllium	0.022 pounds (10 grams) over a 24-hour period	40 CFR 61 Subpart C (§61.32(a))	<p><u>Monitoring and Testing Requirements</u> Emission testing shall be conducted per the requirements under 40 CFR § 61.33.</p> <p><u>Record Keeping Requirements</u> The permittee shall make and keep records of emission testing for a minimum of five (5) years commencing on the date such records were created.</p>

ORIGINAL



Table L... EMISSION UNITS 29 & 30 (EMU 29 & 30)

Item No.	Pollutant or Process Parameter	Limitations or Restrictions	Applicable Regulatory References/Citations	Compliance Demonstration Requirements
9	NOx	Comply with RCSA § 22a-174-22(d)(2) requirements, per the Section IV Compliance Schedule, for emission limitation of 0.33 lb/MMBTU, or 40% NOx reduction; or receive a permit or order per RCSA § 22a-174-22(d)(4) for emission reduction trading.	RCSA § 22a-174-22	<p><u>Reporting Requirements</u> The permittee shall submit reports in accordance with permit Section VII: Title V Requirements.</p> <p><u>Monitoring and Testing Requirements</u> See Section IV. Compliance Schedule.</p> <p>The permittee shall conduct emission testing at least once every five years. The five-year period shall begin once the last NOx emission tests are completed. Compliance with the 0.33 lb/MMBTU emission limitation shall be determined based on the average of three (3) one hour tests, each performed over a consecutive 60-minute period.</p> <p>Sampling shall be conducted when the source is at normal operating temperature and, unless otherwise allowed by the Commissioner in a permit or order, is operating at or above ninety percent (90%) of maximum rated capacity.</p> <p>The permittee shall submit a written intent-to-test (ITT) protocol for the Commissioner's review and written approval not less than sixty (60) days prior to the emissions testing. The ITT submission shall comply with the Department of Environmental Protection Emission Test Guidelines and Form AE-404. [RCSA §22a-174-5(d)]</p> <p><u>Record Keeping Requirements</u> See Section IV. Compliance Schedule.</p> <p>The permittee shall make and keep records as described, for a minimum of five (5) years commencing on the date such records were created.</p> <p><u>Reporting Requirements</u> See Section IV. Compliance Schedule.</p>
10	Mercury	7.05 pounds (3,200 grams) over a 24-hour period	40 CFR 61 Subpart E (§61.52(b))	<p><u>Monitoring and Testing Requirements</u> The permittee shall demonstrate compliance with the emission standard by testing emissions per 40 CFR §61.53(d) or by sludge sampling per 40 CFR §61.54.</p>

ORIGINAL

Table III.A: EMISSION UNITS 29 & 30 (EMU 29 & 30)

Item No.	Pollutants or Process Parameters	Limitations or Restrictions	Applicable Regulatory References/Citations	Compliance Demonstration Requirements
				<p>If emissions exceed 3.53 pounds (1,600 grams) per 24-hour period, demonstrated either by stack sampling in accordance with 40 CFR § 61.53(d) or sludge sampling in accordance with 40 CFR § 61.54, the permittee shall monitor mercury emissions at intervals of at least once per year by use of Method 105 of Appendix B to 40 CFR Part 60 or the procedures specified in 40 CFR § 61.53(d)(2) and (4).</p> <p><u>Record Keeping Requirements</u> The permittee shall make and keep monitoring and testing records as required, for a minimum of five (5) years commencing on the date such records were created.</p> <p><u>Reporting Requirements</u> The permittee shall submit reports in accordance with permit Section VII: Title V Requirements.</p>

ORIGINAL

B. EMISSIONS UNITS 31 & 32 ( Two identical Burnham PF 502 Boilers)

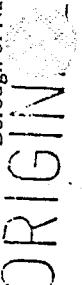
Table III.B: EMISSION UNIT 31 & 32 (EMU 31 & 32)

Item No.	Pollutant(s) or Process Parameter	Limitations or Restrictions	Applicable Regulatory References/Citations	Compliance Demonstration Requirements
11	Particulate Matter	< 20% Opacity; except $\leq 40\%$ for a period or periods aggregating not more than 5 minutes in any 60 minutes.	RCSA § 22a-174-18(a)(1)	<ul style="list-style-type: none"> <li>a. All opacity observations that do not comply with this limitation shall be reported to the Commissioner.</li> <li>b. The permittee shall be subject to Section VII.N.</li> </ul> <p>Compliance was demonstrated via emission factor from AP-42, section 1.3, 5<sup>th</sup> edition, January, 1995.</p> <p>The permittee shall perform record keeping and submit reports in accordance with permit Section VII: Title V Requirements.</p>
12	Fuel	0.2 lb/MMBTU	RCSA § 22a-174-18(a)(1)	The permittee shall only burn no. 2 fuel oil containing not more than 1.0% sulfur.

C. EMISSIONS UNITS 33 & 34 (Peerless Boilers O-705-FDA-WU and JO-45-PF-WPCF)

Table III.C: EMISSION UNIT 33 & 34 (EMU 33 & 34)

Item No.	Pollutant(s) or Process Parameters	Limitations or Restrictions	Applicable Regulatory References/Citations	Compliance Demonstration Requirements
13	Particulate Matter	< 20% Opacity; except ≤40% for a period of periods aggregating not more than 5 minutes in any 60 minutes.	RCSA § 22a-174-18(a)(1)	<p>a. All opacity observations that do not comply with this limitation shall be reported to the Commissioner.</p> <p>b. The permittee shall be subject to Section VIII.N.</p> <p>Compliance was demonstrated via emission factor from AP-42, section 1.3, 5<sup>th</sup> edition, January, 1995.</p> <p>The permittee shall perform record keeping and submit reports in accordance with permit Section VII: Title V Requirements.</p>
14	Fuel	0.2 lb/MMBTU	RCSA § 22a-174-18	The permittee shall only burn no. 2 fuel oil containing not more than 1.0% sulfur.



D. EMISSIONS UNIT 35 (Onan 400 KW Emergency Generator Set)

Table III.D: EMISSION UNIT 35 (EMU 35)

Item No.	Pollutant or Process Parameter	Limits or Restrictions	Applicable Regulatory Reference/Citations	Compliance Demonstration Requirements
15	Particulate Matter	< 20% Opacity, except ≤40% for a period or periods aggregating not more than 5 minutes in any 60 minutes.	RCSA § 22a-174-18(a)(1)	<p>a. All opacity observations that do not comply with this limitation shall be reported to the Commissioner.</p> <p>b. The permittee shall be subject to Section VII.N.</p> <p>Compliance was demonstrated via the permittee's calculations using manufacturer's data.</p> <p>The permittee shall perform record keeping and submit reports in accordance with permit Section VII: Title V Requirements.</p>
16	Fuel	0.2 lb/MMBTU	RCSA § 22a-174-18(d)(1)	The permittee shall only burn diesel fuel oil containing not more than 1.0% sulfur.
17	NOx	The engine shall not be operated for routine, scheduled testing or maintenance on any day for which the Commissioner has forecast that ozone levels will be "moderate to unhealthy," "unhealthy,"	RCSA §22a-174-22(b)(5), RCSA 22a-174-22(1)(A)	<p><u>Record Keeping Requirements</u></p> <p>The permittee shall keep records of engine operating hours and dates, identifying the operating hours of emergency and non-emergency use. If engine operation is for non-emergency use, permittee shall indicate if purpose is for routine, scheduled testing, maintenance, or actual use for electricity generation.</p>

Table III.D: EMISSION UNIT 35 (EMU 35)

Item No.	Pollutant or Process Parameter	Limitations or Restrictions	Applicable Regulatory References/Citations	Compliance Demonstration Requirements
		or "very unhealthful."		

ORIGINAL



E. EMISSIONS UNIT 27 (Sludge Belt Filter Press Washer Heater)

Table III.E: EMISSION UNIT 27 (EMU 27)

Item No.	Pollutants or Process Parameters	Limitations or Restrictions	Applicable Regulatory References/Citations	Compliance Demonstration Requirements
18	TSP	0.2 lb/MMBTU	RCSA §22a-174-18(d)	Compliance was demonstrated via emission factor from AP-42, section 1.3, 5 <sup>th</sup> edition, January, 1995.
19	Fuel	1% sulfur content	RCSA § 22a-174-19	The permittee shall not burn kerosene fuel containing > 1% sulfur.

**F. EMISSIONS UNIT 37 (20,000 Gallon No. 2 Fuel Oil Underground Storage Tank)**

The capacity of the tank is approximately 80 m<sup>3</sup> and the true vapor pressure of no. 2 fuel oil is much less than 15.0 kPa.

Per 40 CFR 60.11 (d), at all times, including periods of startup, shutdown, and malfunction, the permittee shall, to the extent practicable, maintain and operate the storage tanks including associated air pollution control equipment in a manner consistent with good air pollution control practice for minimizing emissions. Determination of whether acceptable operating and maintenance procedures are being used will be based on information available to the Commissioner which may include, but is not limited to, monitoring results, opacity observations, review of operating maintenance procedures, and inspection of the source.

**Table III.F: EMISSION UNIT 37 (EMU 37)**

Item No.	Pollutants or Process Parameters	Limitations or Restrictions	Applicable Regulatory References/Citations	Compliance Demonstration Requirements
20	Volatile Organic Liquid	Storage tank capacity $\geq 75 \text{ m}^3 < 151 \text{ m}^3$ and with a maximum true vapor pressure less than 15.0 kPa	40 CFR 60 Subpart Kb ( § 60.110b(c) and § 60.116b(b) )	<p><u>Record Keeping Requirements</u>                      The permittee shall keep readily accessible records showing the dimension of the storage vessel and an analysis showing the capacity of the storage vessel.</p> <p>The permittee shall make and keep records as described, for a minimum of five (5) years commencing on the date such records were created.</p> <p><u>Reporting Requirements</u>                      The permittee shall submit reports in accordance with permit Section VII: Title V Requirements.</p>

ORIGINAL



G. EMISSIONS UNIT 49 ( Safety Klean Parts Washer, Open Top Cold Cleaner)

Table III.G: EMISSIONS UNIT 49 (EMU 49)

Item No.	Pollutants or Process Parameters	Limitations or Restrictions	Applicable Regulatory References/Citations	Compliance Requirements
21	Design and Operating Conditions	See Compliance Requirements	RCSA § 22a-174-20(1)(3)	<p>The permittee shall meet the following requirements:</p> <ol style="list-style-type: none"> <li>a. Equip the cleaning device with a cover designed so that it can be easily operated with one hand.</li> <li>b. Equip the cleaning device with a facility for draining cleaned parts constructed internally so that parts are enclosed under the cover while draining.</li> <li>c. Store waste degreasing solvent only in covered containers and do not dispose of waste degreasing solvent or transfer it to another party, in a manner such that greater than 20 percent of the waste degreasing solvent (by weight) can evaporate into the atmosphere.</li> <li>d. Close the cover whenever parts are not being handled in the cleaner for two (2) minutes or more, or when the device is not in use.</li> <li>e. Drain the cleaned parts for at least fifteen seconds or until dripping ceases, whichever is longer.</li> <li>f. If used, supply a degreasing solvent spray that is a solid fluid stream (not a fine, atomized or shower type spray) at a pressure which does not exceed ten (10) pounds per square inch as measured at the pump outlet and perform such spraying within the confines of the cold cleaning unit.</li> <li>g. Install one of the following control devices if the solvent vapor pressure is greater than 4.3 kilo pascals (33 millimeters of mercury or 0.6 pounds per square inch) measured at 38 degrees Celsius (100 degrees Fahrenheit) :             <ol style="list-style-type: none"> <li>i. freeboard that gives a freeboard ratio greater than or equal to 0.7;</li> <li>ii. water cover (solvent must be insoluble in and heavier than water); or</li> <li>iii. other systems of equivalent control, equal to that of a "refrigerated chiller" or carbon adsorption approved by the commissioner by permit or order.</li> </ol> </li> <li>h. Minimize the drafts across the top of each cold cleaning unit such that whenever the cover is open the unit is not exposed to drafts greater than 40 meters per minute, as measured between 1 and 2 meters upwind, and at the same elevation as the tank lip.</li> <li>i. Do not operate the unit upon the occurrence of any visible solvent leak until such leak is repaired.</li> <li>j. Provide a permanent, conspicuous label on or posted near each unit summarizing the applicable operating requirements.</li> </ol>

ORIGINAL

Table III.G: EMISSIONS UNIT 49 (EMU 49)

Item No.	Pollutants or Process Parameters	Limitations or Restrictions	Applicable Regulatory References/Citations	Compliance Requirements
				<p><u>Record Keeping Requirements</u>                      The permittee shall maintain a monthly record of the amount of solvent added to cleaner unit.</p> <p>The permittee shall make and keep records as described, for a minimum of five (5) years commencing on the date such records were created.</p> <p><u>Reporting Requirements</u>                      The permittee shall submit reports in accordance with permit Section VII: Title V Requirements.</p>

ORIGINAL

H. PREMISES-WIDE GENERAL REQUIREMENTS

Table III.H: PREMISES-WIDE GENERAL REQUIREMENTS		
Pollutants or Process Parameters	Applicable Regulatory References/Citations	Compliance Demonstration Requirements
Annual Emission Statements	RCSA §22a-174-4	In accordance with RCSA §22a-174-4(c)(1), the permittee shall submit annual emission inventory statements.
Emergency Episode Procedures	RCSA §22a-174-6	The permittee shall comply with the procedures for emergency episodes as specified in RCSA §22a-174-6.
Public Availability of Information	RCSA §22a-174-10	The public availability of information shall apply, as specified in RCSA 22a-174-10.
Prohibition against Concealment/circumvention	RCSA §22a-174-11	The permittee shall comply with the prohibition against concealment or circumvention as specified in RCSA 22a-174-11.
Emission Fees	RCSA §22a-174-26	The permittee shall pay an emission fee in accordance with RCSA §22a-174-26(d).

Section IV: Compliance Schedule

TABLE IV: COMPLIANCE SCHEDULE				
Emissions units	Applicable regulations	Steps required for achieving compliance (Milestones)	Date by which each step is to be completed	Dates for monitoring, record keeping, and reporting
EMUs 29 & 30	RCSA §22a-174-22	Permittee shall submit its plan for achieving compliance with RCSA §22a-174-22.	The permittee shall submit the compliance plan within ninety (90) days after the issue date of this operating permit.	Not applicable at this time.
EMU 37	RCSA §22a-174-3(a)(2), RCSA §22a-174-3(b)(1)(D), and RCSA §22a-174-3(f)(1)(C)	Permittee shall submit applications for permits to construct and operate.	The permittee shall submit complete applications to construct and operate within sixty (60) days after the issue date of this operating permit.	Not applicable at this time.

ORIGINAL

## Section V: State Enforceable Terms and Conditions

Only the Commissioner of the Department of Environmental Protection has the authority to enforce the terms, conditions and limitations contained in this section.

- A. This permit does not relieve the permittee of the responsibility to conduct, maintain and operate the emissions units in compliance with all applicable requirements of any other Bureau of the Department of Environmental Protection or any federal, local or other state agency. Nothing in this permit shall relieve the permittee of other obligations under applicable federal, state and local law.
- B. Nothing in this permit shall affect the Commissioner's authority to institute any proceeding or take any other action to prevent or abate violations of law, prevent or abate pollution, investigate air pollution, recover costs and natural resource damages, and to impose penalties for violations of law, including but not limited to violations of this or any other permit issued to the permittee by the Commissioner.
- C. Odors: The permittee shall not cause or permit the emission of any substance or combination of substances which creates or contributes to an odor beyond the property boundary of the premises in accordance with the provisions of RCSA Section 22a-174-23.
- D. Noise: The permittee shall operate in compliance with the Department of Environmental Protection's regulations for the control of noise (RCSA Section 22a-69-1 through 22a-69-7.4 inclusive).
- E. Open Burning: The permittee is prohibited from conducting open burning, except as may be allowed by CGS §22a-174(f).
- F. The permittee shall adhere to the stack dimensions stated below.

EMU Number	EMU Description	Minimum Stack Height (ft)	Permit Number
EMU 29	Sewage Sludge Incinerator	63	109-0001
EMU 30	Sewage Sludge Incinerator	63	109-0002

- G. Hazardous Air Pollutants: The permittee shall operate in compliance with the Department of Environmental Protection's regulations for the control of hazardous air pollutants (RCSA Section 22a-174-29).
- H. Fuel Sulfur Content: The permittee shall not use #2 heating oil that exceeds three-tenths of one percent sulfur by weight (CGS §22a-21a).

Section VI: Permit Shield

NOTE: NO PERMIT SHIELD APPLICABLE REQUIREMENTS ARE INCLUDED IN THIS PERMIT.

ORIGINAL

## Section VII: Title V Requirements

The Administrator of the United States Environmental Protection Agency and the Commissioner of Environmental Protection have the authority to enforce the terms and conditions contained in these sections.

### A. SUBMITTALS TO THE COMMISSIONER & ADMINISTRATOR.

The date of submission to the Commissioner of any document required by this permit shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this permit, including, but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is delivered or the date three days after it is mailed by the Commissioner, whichever is earlier. Except as otherwise specified in this permit, the word "day" means calendar day. Any document or action which is required by this permit to be submitted or performed by a date which falls on a Saturday, Sunday or legal holiday shall be submitted or performed by the next business day thereafter.

Any document required to be submitted to the Commissioner under this permit shall, unless otherwise specified in writing by the Commissioner, be directed to: Office of the Director; Compliance & Field Operations Division; Bureau of Air Management; Department of Environmental Protection; 79 Elm Street, 6th Floor; Hartford, Connecticut 06106-5127.

Any submittal to the Administrator of the U. S. Environmental Protection Agency shall be in a computer-readable format and addressed to: Director, Air Compliance Program; Attn: Air Compliance Clerk; Office of Environmental Stewardship; US EPA, Region 1; Suite 1100; JFK Federal Building, Boston, MA 02114-2023.

### B. CERTIFICATIONS [RCSA 22a-174-33(b)]

In accordance with Section 22a-174-33(b) of the RCSA, any report or other document required by this Title V permit and any other information submitted to the Commissioner or Administrator shall be signed by an individual described in Section 22a-174-33(b) of the RCSA, or by a duly authorized representative of such individual. Any individual signing any document pursuant to Section 22a-174-33(b) of the RCSA shall examine and be familiar with the information submitted in the document and all attachments thereto, and shall make inquiry of those individuals responsible for obtaining the information to determine that the information is true, accurate, and complete, and shall also sign the following certification as provided in Section 22a-3a-5(a)(2) of the RCSA:

"I have personally examined and am familiar with the information submitted in the documents and all attachments thereto and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statement made in this document or its attachments may be punishable as a criminal offense in accordance with Connecticut General Statutes Section 22a-6, pursuant to Section 53a-157b of the Connecticut General Statutes.≡

### C. AUTHORIZED REPRESENTATIVE [RCSA 22a-174-33(b)(3)]

If an authorization pursuant to Section 22a-174-33(b)(2) of the RCSA is no longer effective because a different individual or position has assumed the applicable responsibility, a new authorization satisfying the requirements of Section 22a-174-33(b)(2) of the RCSA shall be submitted to the Commissioner prior to or together with the submission of any applications, reports, forms, compliance certifications, documents or other information which is signed by an individual or a duly authorized representative of such individual pursuant to Section 22a-174-33(b)(1) of the RCSA.

**D. ADDITIONAL INFORMATION** [RCSA 22a-174-33(j)(1)(X), RCSA 22a-174-4(c), CGS 22a-174(c), CGS 22a-177]

The permittee shall submit any additional information, at the Commissioner's request, within a reasonable time, including any information that the Commissioner may request in writing to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with the terms and conditions of this permit and all applicable statutes and regulations.

In addition, within fifteen days of the date the permittee becomes aware of a change in any information submitted to the Commissioner under this permit or of any change in any information contained in the application, or that any such information was inaccurate or misleading or that any relevant information was omitted, the permittee shall submit the changed, corrected, or omitted information to the Commissioner.

**E. MONITORING REPORTS** [RCSA 22a-174-33(o)(1)]

A permittee, required to perform monitoring pursuant to this permit, shall submit to the Commissioner written monitoring reports in accordance with this permit and on the schedule specified in this permit and if no schedule is specified, a written monitoring report shall be submitted every six months. Such monitoring reports, in addition to other requirements specified herein, shall provide the following:

1. the date, duration, description, and cause of each deviation from the terms and conditions of the permit caused by upset or control equipment deficiencies, a violation of a permit monitoring requirement, or any other deviation from a permit requirement, which has occurred since the date of the last monitoring report; and
2. the date, duration, and description of each occurrence of a failure of the monitoring system to provide reliable data.

**F. PREMISES RECORDS** [RCSA 22a-174-33(o)(2)]

Unless otherwise required by this permit, the permittee shall maintain records of all required monitoring data and supporting information, and shall keep such records at the subject premises and make such records available for inspection and for copying by the Commissioner at the premises, for at least five years from the date such data and information were obtained. Such records shall be submitted to the Commissioner upon request. In addition to the other record keeping requirements specified herein, supporting information shall include:

1. the type of monitoring, which may include the record keeping, by which such monitoring data was obtained;
2. the date, place, and time of sampling or measurements;
3. the date(s) analyses of such samples or measurements were performed;
4. the name and address of the entity that performed the analyses;
5. the analytical techniques or methods used for such analyses and sampling;
6. the results of such analyses;
7. the operating conditions at the subject source at the time of such sampling or measurement; and



8. all calibration and maintenance records relating to the instrumentation used in such sampling or measurements, all original strip-chart recordings or computer printouts generated by continuous monitoring instrumentation, and copies of all reports required by this Title V permit.

**G. PROGRESS REPORTS [RCSA 22a-174-33(q)(1) and 22a-174-33(q)(3)]**

The permittee shall, on the schedule specified in this permit or every six months, whichever is more frequent, submit to the Commissioner and the Administrator progress reports in accordance with Section 22a-174-33(q)(1) and (3) of the RCSA which are certified in accordance with Subsection B of Section VII of this permit and which report the permittee's progress in achieving compliance under the compliance schedule in this permit. Such progress report shall contain those items identified in Section 22a-174-33(q)(1) of the RCSA.

**H. COMPLIANCE CERTIFICATIONS [RCSA 22a-174-33(q)(2) and 22a-174-33(q)(3)]**

The permittee shall, on the schedule specified in Section III of this permit, certify to the Commissioner and Administrator, in writing, that the terms and conditions and applicable requirements of this permit have been complied with by the permittee. Certifications shall be in accordance with Subsection B of Section VII of this permit. In addition, a compliance certification shall contain those items identified in Section 22a-174-33(q)(2) of the RCSA.

**I. VIOLATION NOTIFICATION [RCSA 22a-174-33(p)]**

Notwithstanding Subsection D of Section VII of this permit, pursuant to Section 22a-174-33(p)(1)(B) and (C) of the RCSA the permittee shall notify the Commissioner, within two (2) working days, in writing of any violation at the Title V source of an applicable requirement, including any term or condition of this permit, and shall identify the cause or likely cause of such violation and all corrective actions and preventive measures taken with respect thereto, and the dates of such corrective actions and preventive measures. Violations which pose an imminent and substantial danger to public health, safety, or the environment shall be reported no later than twenty-four (24) hours after the permittee learns, or in the exercise of reasonable care should have learned, of such violation in accordance with Subparagraph 22a-174-33(p)(1)(A) of the RCSA.

**J. PERMIT DEVIATION REPORTING [RCSA 22a-174-33(j)(1)(O)]**

Notwithstanding Subsection D of Section VII of this permit, the permittee shall submit a written report to the Commissioner concerning any deviation from permit terms or conditions caused by upset or control equipment deficiencies, any deviation from a permit requirement, the cause of such deviation, and any corrective actions to address such deviation. Such report shall be made within ninety (90) days of such deviation.

**K. PERMIT EXPIRATION AND RENEWAL APPLICATION [RCSA 22a-174-33(j)(1)(B)]**

Upon expiration of this permit, the permittee shall not continue to operate the subject source emissions units unless a timely (as defined in 40 CFR subpart 70.5) and complete renewal application has been submitted pursuant to Sections 22a-174-33(g), -33(h), and -33(i) of the RCSA and 40 CFR subparts 70.5 and 70.7. A violation of Section V of this permit constitutes a violation of Chapter 446c of the Connecticut General Statutes. Any other permit violations constitutes a violation of the Clean Air Act and Chapter 446c of the Connecticut General Statutes.

**L. OPERATE IN COMPLIANCE** [RCSA 22a-174-33(j)(1)(C) and RCSA 22a-174-33(j)(1)(E)]

The permittee shall operate the Title V source in compliance with the terms of all applicable administrative regulations, the terms of this permit, and any other applicable provisions of law. Any noncompliance with this permit constitutes grounds for federal and/or state enforcement action; permit termination, revocation, or modification; or denial of a permit renewal application.

**M. COMPLIANCE WITH PERMIT** [RCSA 22a-174-33(j)(1)(G)]

This permit shall not be deemed to:

1. preclude the creation or use of emission reduction credits or the trading of such credits in accordance with subparagraphs 22a-174-33(j)(1)(I) and 22a-174-33(j)(1)(P) of the RCSA, provided that the Commissioner's prior written approval of the creation, use, or trading is obtained;
2. authorize emissions of an air pollutant so as to exceed levels prohibited under 40 CFR Part 72;
3. authorize the use of allowances pursuant to 40 CFR Parts 72 through 78, inclusive, as a defense to noncompliance with any other applicable requirement; or
4. impose limits on emissions from items or activities specified in subparagraphs (A) and (B) of subdivision 22a-174-33(g)(3) of the RCSA unless imposition of such limits is required by an applicable requirement.

**N. INSPECTION TO DETERMINE COMPLIANCE** [RCSA 22a-174-33(j)(1)(C) and RCSA 22a-174-33(j)(1)(M)]

The Administrator and/or the Commissioner, or a representative thereof may, for the purpose of determining compliance with the permit and other applicable requirements, enter the subject premises at all reasonable times without prior notice, to inspect any facilities, equipment, practices, or operations regulated or required under this permit; to sample or monitor substances or parameters; and to have access to review and copy relevant records lawfully required to be maintained at such source in accordance with this permit. It shall be grounds for permit revocation should entry inspection, sampling, or monitoring be denied or effectively denied, or if access to and the copying of relevant records is denied or effectively denied.

**O. PERMIT AVAILABILITY**

The permittee shall have available at the facility at all times a copy of this Title V Operating Permit.

**P. SEVERABILITY CLAUSE** [RCSA 22a-174-33(j)(1)(R)]

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

**Q. NEED TO HALT OR REDUCE ACTIVITY** [RCSA 22a-174-33(j)(1)(T)]

The permittee's need to halt or reduce operations at the Title V source shall not be a defense to noncompliance with this permit in an enforcement action concerning a violation of the permit.

**R. PERMIT REQUIREMENTS [RCSA 22a-174-33(j)(1)(V)]**

The filing of an application by the permittee for a permit modification, reissuance, or termination, or of a notification of planned changes or anticipated noncompliance does not stay compliance with any permit requirement.

**S. PROPERTY RIGHTS [RCSA 22a-174-33(j)(1)(W)]**

This permit does not convey any property rights or any exclusive privileges. This permit is subject to, and in no way derogates from any present or future property rights or other rights or powers of the State of Connecticut, and is further subject to any and all public and private rights and to any federal, state or local laws or regulations pertinent to the facility or regulated activity affected thereby, including Section 4-181a(b) of the Connecticut General Statutes and Section 22a-3a-5(b) of the RCSA. This permit shall neither create nor affect any rights of persons who are not parties to this permit.

**T. ALTERNATIVE OPERATING SCENARIO RECORDS [RCSA 22a-174-33(o)(3)]**

The permittee shall, contemporaneously with making a change authorized by this permit from one alternative operating scenario to another, maintain a record at the premises indicating when changes are made from one operating scenario to another and shall maintain a record of the current alternative operating scenario.

**U. OPERATIONAL FLEXIBILITY [RCSA 22a-174-33(r)(3)]**

The permittee may engage in any of the activities identified in Section 22a-174-33(r)(3)(A) of the RCSA in accordance with Section 22a-174-33(r)(3) and (6) of the RCSA, as long as such activity does not constitute a modification pursuant to Section 22a-174-33(r)(1) or (2) of the RCSA; constitute a modification under 40 CFR Part 60 or 61; or exceed emissions allowable under this permit.

At least seven (7) days before initiating an action specified in subparagraph RCSA 22a-174-33(r)(3)(A) of the RCSA, the permittee shall notify the Commissioner in writing of such intended action.

**V. OFF-PERMIT CHANGES [RCSA 22a-174-33(r)(4) and (5)]**

Any time a permittee changes any practice at the Title V source which is not addressed or prohibited by the Title V permit, and the change is consistent with all applicable requirements, including the terms and conditions of the permit, the permittee shall submit a written notice of the intended change to the Administrator and the Commissioner. This only applies to a Title V source not triggering a Title I modification under the CAA, and not subject to any standard or other requirements pursuant to 40 CFR Parts 72 through 78, inclusive.

**W. INFORMATION FOR NOTIFICATION [RCSA 22a-174-33(r)(5)]**

Written notification required under subdivisions 22a-174-33(r)(3) and (4) of the RCSA shall include a description of each change to be made, the date on which such change will occur, any change in emissions that may occur as a result of such change, any Title V permit terms and conditions that may be affected by such change, and any applicable requirement that would apply as a result of such change. The permittee shall thereafter maintain a copy of such notice with the Title V permit. The Commissioner and the permittee shall each attach a copy of such notice to their copy of the permit.

**X. TRANSFERS** [RCSA 22a-174-33(s)(1) and (2)]

No person other than the permittee shall act or refrain from acting under the authority of this permit unless this permit has been transferred to another person in accordance with subsection 22a-174-33(s) of the RCSA and Connecticut General Statute Section 22a-6o.

The proposed transferor and transferee of a permit shall submit to the Commissioner a request for a permit transfer on a form provided by the Commissioner. A request for a permit transfer shall be accompanied by any fees required by any applicable provision of the general statutes or regulations adopted thereunder. The Commissioner may also require the proposed transferee to submit with any such request, the information identified in Section 22a-174-33(s)(2) of the RCSA and CGS Section 22a-6m.

**Y. REVOCATION AND REOPENING FOR CAUSE** [RCSA 22a-174-33(j)(1)(C) and RCSA 22a-174-33(t)]

The Commissioner may revoke this permit on his own initiative or on the request of the permittee or any other person, in accordance with section 4-182c of the Connecticut General Statutes, subsection (d) of section 22a-3a-5 of the RCSA, and any other applicable law. Any such request shall be in writing and contain facts and reasons supporting the request. The permittee requesting revocation of this permit shall state the requested date of revocation and provide the Commissioner with satisfactory evidence that the emissions authorized by this permit have been permanently eliminated.

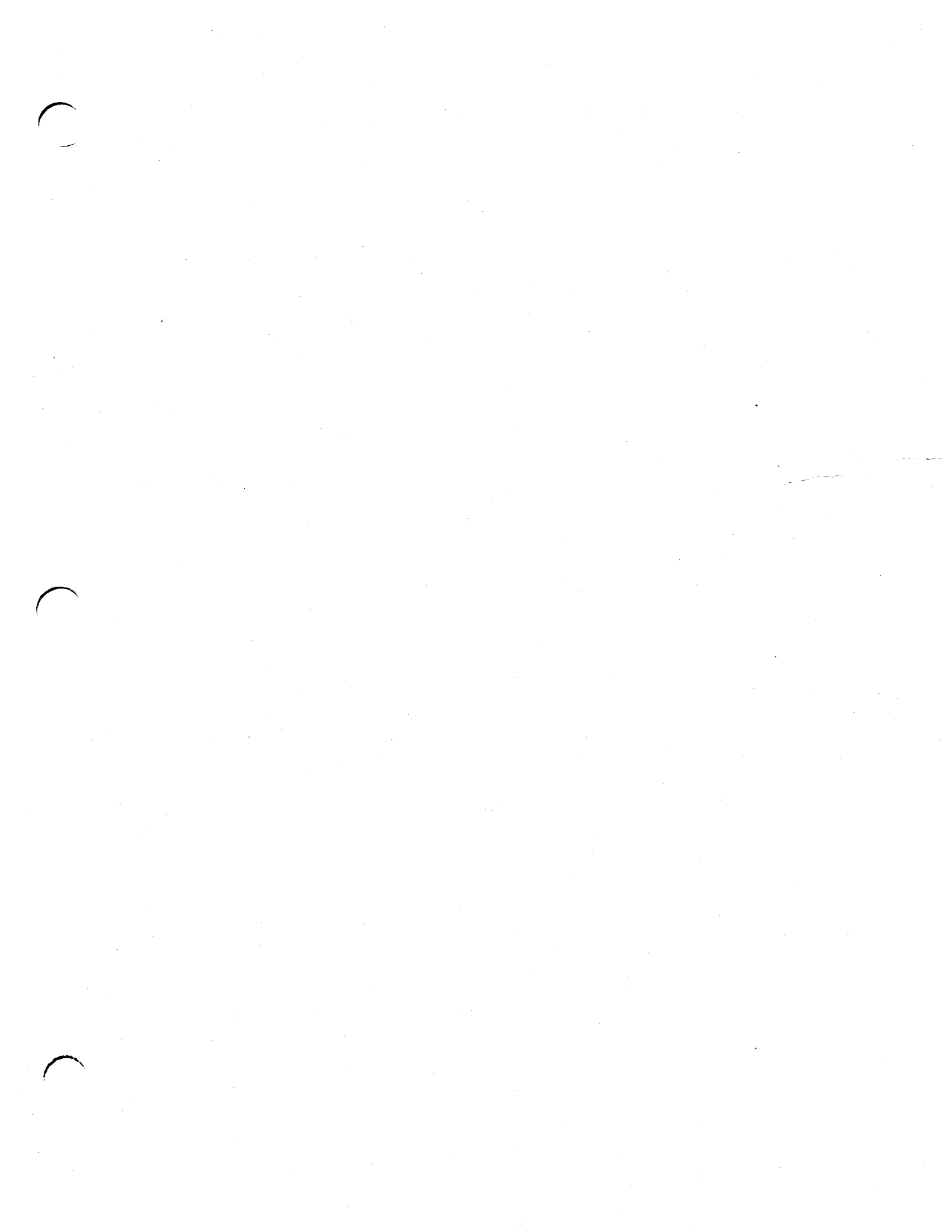
Pursuant to the Clean Air Act, the Administrator has the power to revoke this permit. Pursuant to the Clean Air Act, the Administrator also has the power to reissue this permit if the Administrator has determined that the Commissioner failed to act in a timely manner on a permit renewal application.

This permit may be modified, revoked, reopened, reissued, or suspended by the Commissioner, or the Administrator in accordance with RCSA 22a-174-33, Connecticut General Statutes Section 22a-174c, or subsection (d) of Section 22a-3a-5.

**Z. CREDIBLE EVIDENCE** [62 Federal Register 8314 (2/24/97), CAA §113(a) and §113(e), 40 CFR §§51.212(c), 52.12(c), 52.33(a), 61.12(e)]

Notwithstanding any other provision of this permit, for the purpose of submitting compliance certifications or establishing whether or not a permittee has violated or is in violation of any permit condition, nothing in this permit shall preclude the use, including the exclusive use, of any credible evidence or information, relevant to whether a source would have been in compliance with applicable permit terms if the permitted monitoring or testing had been performed.

Notwithstanding any other provision of this permit, for the purpose of determining compliance or establishing whether a permittee has violated or is in violation of any permit condition, nothing in this permit shall preclude the use, including the exclusive use, of any credible evidence or information.



CONSTRUCT

OPERATE

RENEWAL

OTHER AMENDED



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Renewal 120 days before expiration date.

TOWN NO. 109	PREMISE NO. 011	PERMIT NO. 0001	STACK NO. 01
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CLASSIFICATION

DATE ISSUED 8/1/85	EXPIRATION DATE -
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BURNING

INCINERATOR

PROCESS MFG.

Following shall be constructed/operated in accordance with the specifications listed in the permit application, with the terms of the permit and with all applicable sections of the Connecticut "Administrative Regulations for the Abatement of Air Pollution."

PERMIT DESCRIPTION (I.D.): **NICHOLS ENGINEERING & RESEARCH CORP. MULTI-HEARTH SEWAGE SLUDGE INCINERATOR WEST**

CONDITIONS:

**TYPE WASTE: 4 and 5**

**MAXIMUM CHARGING RATE: 2,400 #/hr/Dry Basis**

**MAXIMUM SLUDGE MOISTURE CONTENT: 85%**

**FUEL/MAXIMUM FIRING RATE PER BURNER: #2 oil, 29 gallons/hour**

**TWO BURNERS WILL BE LOCATED ON EACH OF THE HEARTHES: 2,4 & 6 (total of six burners)**

**AIR POLLUTION CONTROL EQUIPMENT AS FOLLOWS MUST BE MAINTAINED AND OPERATED ON THIS INCINERATOR AT ALL TIMES THIS INCINERATOR IS OPERATED:**

**SCRUBBER MANUFACTURER AND MODEL: Combustion Engineering Associates/two Trays**

**MINIMUM H<sub>2</sub>O FLOW RATE TO SCRUBBER: 280 gallons/minute**

**MINIMUM WATER PRESSURE TO SPRAYS: 2" H<sub>2</sub>O**

**MINIMUM STACK HEIGHT: 63 ft above grade**

**NOTE: This incinerator/scrubber must be continuously maintained and operated under optimum compliant operating conditions as defined and described by this permit, the manufacturer and the "Regulations."**

**Records indicating continual compliance with all above conditions must be kept on site at all times and made available upon departmental request for the duration of this permit.**

APPLICANT NAME: **NAUGATUCK TREATMENT CO.**

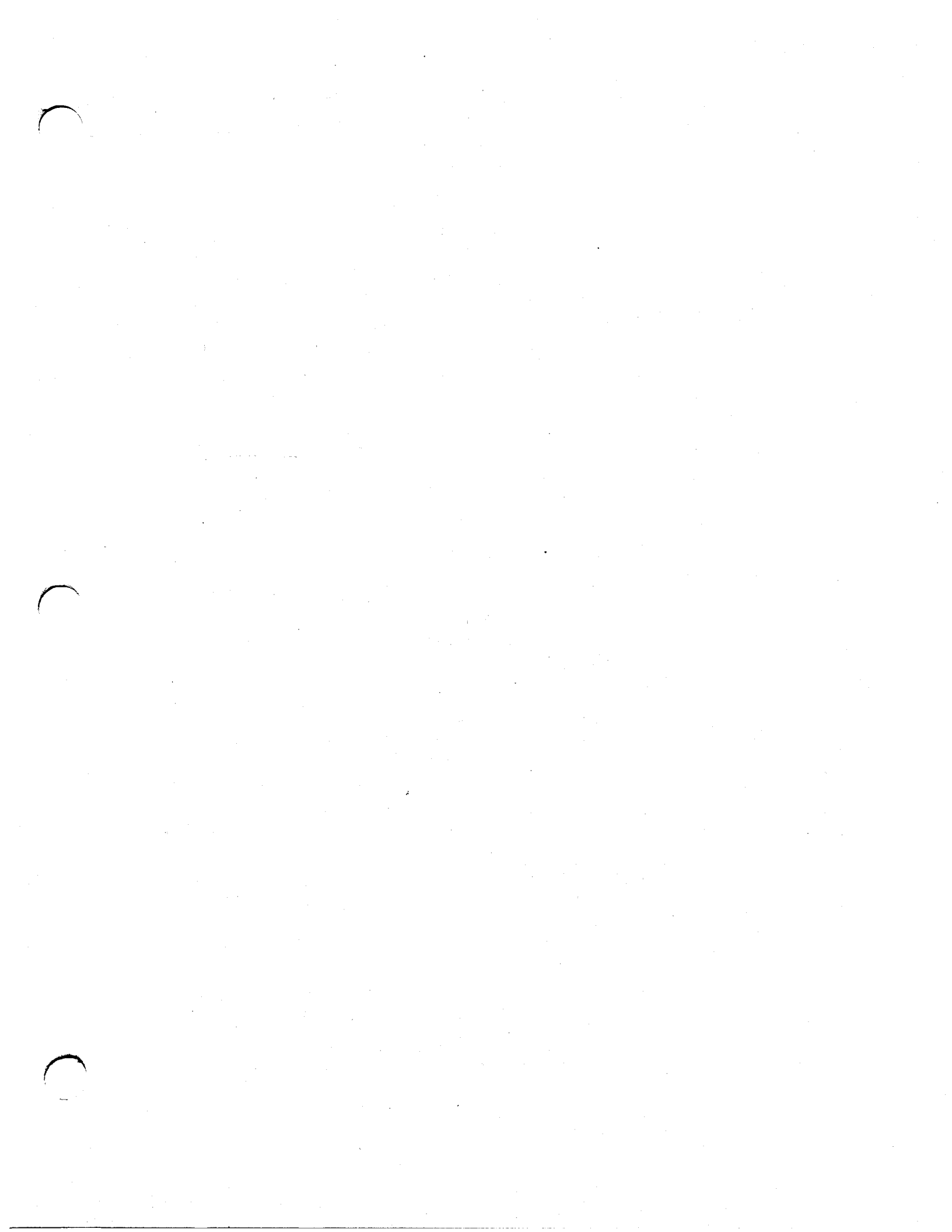
LOCATION OF EQUIPMENT (No. & Street, Town, Zip): **500 CHERRY STREET, NAUGATUCK**

APPLICANT'S SIGNATURE: *[Signature]*

COMMISSIONER OR HIS REPRESENTATIVE: *[Signature]*

Permit is invalid unless signed by Applicant, such signature constituting agreement to the conditions listed above.

APPLICANT



PERMIT TO

CONSTRUCT

OPERATE

RENEWAL

OTHER \_\_\_\_\_



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

File for renewal 120 days before expiration date.

TOWN NO. 109	PREMISE NO. 011	PERMIT NO. 0002	STACK NO. 02
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EQUIPMENT CLASSIFICATION

FUEL BURNING  INCINERATOR  PROCESS MFG.

DATE ISSUED 8/1/85	EXPIRATION DATE -
-----------------------	----------------------

The following shall be constructed/operated in accordance with the specifications listed in the permit application, with the terms of the permit letter, and with all applicable sections of the Connecticut "Administrative Regulations for the Abatement of Air Pollution."

EQUIPMENT DESCRIPTION (I.D.): **NICHOLS ENGINEERING & RESEARCH CORP. MULTI-HEARTH SEWAGE SLUDGE INCINERATOR EAST**

CONDITIONS:

- TYPE WASTE: 4 and 5
- MAXIMUM CHARGING RATE: 2,400 #/hr/Dry Basis
- MAXIMUM SLUDGE MOISTURE CONTENT: 85%
- FUEL/MAXIMUM FIRING RATE PER BURNER: #2 oil, 29 gallons/hour

TWO BURNERS WILL BE LOCATED ON EACH OF THE HEARTHS: 2,4 & 6 (total of six burners)

AIR POLLUTION CONTROL EQUIPMENT AS FOLLOWS MUST BE MAINTAINED AND OPERATED ON THIS INCINERATOR AT ALL TIMES THIS INCINERATOR IS OPERATED:

SCRUBBER MANUFACTURER AND MODEL: Combustion Engineering Associates/two Trays

MINIMUM H<sub>2</sub>O FLOW RATE TO SCRUBBER: 230 gallons/minute

MINIMUM WATER PRESSURE TO SPRAYS: 2" H<sub>2</sub>O

MINIMUM STACK HEIGHT: 63 ft above grade

NOTE: This incinerator/scrubber must be continuously maintained and operated under optimum compliant operating conditions as defined and described by this permit, the manufacturer and the "Regulations."

Records indicating continual compliance with all above conditions must be kept on site at all times and made available upon departmental request for the duration of this permit.

NAME **NAUGATUCK TREATMENT CO.**

ADDRESS (No. & Street, Town, Zip) **500 CHERRY STREET, NAUGATUCK**

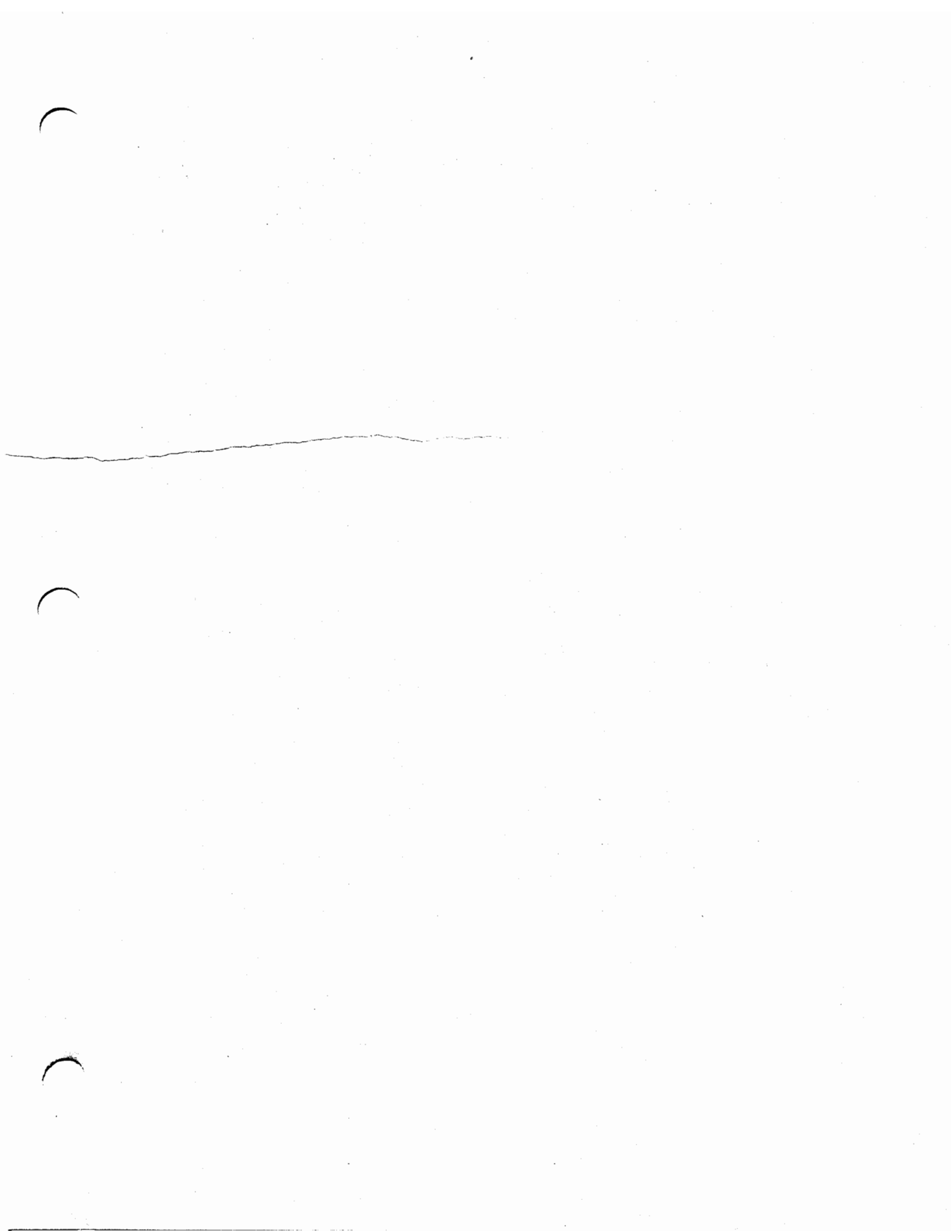
APPLICANT'S SIGNATURE *[Signature]*

COMMISSIONER OR HIS REPRESENTATIVE *[Signature]*

Permit is invalid unless signed by Applicant, such signature constituting agreement to the conditions listed above.

APPLICANT





Naugatuck Wastewater  
cc:BF



# STATE OF CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION



## PRETREATMENT PERMIT

**received**  
2 | 14 | 01

issued to

Uniroyal Chemical Company, Inc.  
280 Elm Street  
Naugatuck, CT 06770

Location Address:  
280 Elm Street  
Naugatuck, CT 06770

Facility ID: 088-020

Permit ID: SP0000065

Permit Expires: January 30, 2006

### SECTION 1: GENERAL PROVISIONS

- (A) This permit is reissued in accordance with section 22a-430 of Chapter 446k, Connecticut General Statutes ("CGS"), and Regulations of Connecticut State Agencies ("RCSA") adopted thereunder, as amended, and a modified Memorandum of Agreement (MOA) dated June 3, 1981, by the Administrator of the United States Environmental Protection Agency which authorizes the State of Connecticut to administer a Pretreatment Program pursuant to 40 CFR Part 403.
- (B) Uniroyal Chemical Company, Inc., ("Permittee"), shall comply with all conditions of this permit including the following sections of the RCSA which have been adopted pursuant to Section 22a-430 of the CGS and are hereby incorporated into this permit. Your attention is especially drawn to the notification requirements of subsection (i)(2), (i)(3), (i)(1), (i)(6), (i)(8), (j)(9)(C), (j)(11)(C), (D), (E), and (F), (k)(3) and (4) and (l)(2) of section 22a-430-3.

#### Section 22a-430-3 General Conditions

- (a) Definitions
- (b) General
- (c) Inspection and Entry
- (d) Effect of a Permit
- (e) Duty
- (f) Proper Operation and Maintenance
- (g) Sludge Disposal
- (h) Duty to Mitigate
- (i) Facility Modifications; Notification
- (j) Monitoring, Records and Reporting Requirements
- (k) Bypass
- (l) Conditions Applicable to POTWs
- (m) Effluent Limitation Violations (Upsets)
- (n) Enforcement
- (o) Resource Conservation
- (p) Spill Prevention and Control
- (q) Instrumentation, Alarms, Flow Recorders
- (r) Equalization

#### 22a-430-4 Procedures and Criteria

- (a) Duty to Apply
- (b) Duty to Reapply
- (c) Application Requirements
- (d) Preliminary Review
- (e) Tentative Determination

**RECEIVED**  
**LAW DEPARTMENT**  
FEB 20 2001  
**UNIROYAL CHEMICAL COMPANY, INC.**

I CERTIFY THAT THIS DOCUMENT IS A TRUE COPY OF THE ORIGINAL.

Pamela D. Bureney  
NAME  
Processing Technician  
TITLE

DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF WATER MANAGEMENT

- (f) Draft Permits, Fact Sheets
- (g) Public Notice, Notice of Hearing
- (h) Public Comments
- (i) Final Determination
- (j) Public Hearings
- (k) Submission of Plans and Specifications. Approval.
- (l) Establishing Effluent Limitations and Conditions
- (m) Case by Case Determinations
- (n) Permit issuance or renewal
- (o) Permit Transfer
- (p) Permit revocation, denial or modification
- (q) Variances
- (r) Secondary Treatment Requirements
- (s) Treatment Requirements for Metals and Cyanide
- (t) Discharges to POTWs - Prohibitions

- (C) Violations of any of the terms, conditions, or limitations contained in this permit may subject the permittee to enforcement action, including but not limited to, seeking penalties, injunctions and/or forfeitures pursuant to applicable sections of the CGS and RCSA.
- (D) Any false statement in any information submitted pursuant to this permit may be punishable as a criminal offense under section 22a-438 or 22a-131a of the CGS or in accordance with section 22a-6, under section 53a-157 of the CGS.
- (E) The authorization to discharge under this permit may not be transferred without prior written approval of the Commissioner. To request such approval, the permittee and proposed transferee shall register such proposed transfer with the Commissioner at least 30 days prior to the transferee becoming legally responsible for creating or maintaining any discharge which is the subject of the permit transfer. Failure by the transferee to obtain the Commissioner's approval prior to commencing such discharge(s) may subject the transferee to enforcement action for discharging without a permit pursuant to applicable sections of the CGS and RCSA.
- (F) Nothing in this permit shall relieve the permittee of other obligations under applicable federal, state and local law.
- (G) An annual fee shall be paid for each year this permit is in effect as set forth in section 22a-430-7 of the Regulations of Connecticut State Agencies.

## SECTION 2: DEFINITIONS

- (A) The definitions of the terms used in this permit shall be the same as the definitions contained in section 22a-423 of the CGS and section 22a-430-3(a), 22a-430-6 and 22a-449(c) of the RCSA.
- (B) In addition to the above the following definitions shall apply to this permit:

"—" in the limits column on the monitoring table means a limit is not specified but a value must be reported on the DMR.

"Annual" in the context of a sampling frequency, means the sample must be collected in the month of June.

"Average Monthly Limit" means the maximum allowable "Average Monthly Concentration" as defined in section 22a-430-3(a) of the RCSA when expressed as a concentration (e.g. mg/l); otherwise, it means "Average Monthly Discharge Limitation" as defined in section 22a-430-3(a) of the RCSA.

"Batch", in the context of DSN001A Monitoring Location 2, means the quantity of wastewater processed during one cycle of the zinc-bearing wastewater treatment system. In the context of DSN 200-1, "Batch" means a discharge of no more than 50,000 gallons of sludge.

"Composite", as a sample type for DSN001A Monitoring Location 2, means a sample consisting of the

combination of representative grab samples collected from each batch discharged during an operating day (one equal volume sample per batch).

"Daily Concentration" means the concentration of a substance as measured in a daily composite sample, or the arithmetic average of all grab sample results defining a grab sample average.

"Daily Quantity" means the quantity of waste generated during an operating day.

"DC" as a sample type means "Daily Composite" as defined in section 22a-430-3(a) of the RCSA.

"Discrete Sample" means a core sample collected from the cone of the clarifier of the Uniforyal Chemical PTP using a dedicated sludge sampler, in accordance with Appendix A of this permit.

"GSA" as a sample type means "Grab Sample Average" as defined in section 22a-430-3(a) of the RCSA.

"Instantaneous Limit" means the highest allowable concentration of a substance as measured by a grab sample, or the highest allowable measurement of a parameter as obtained through instantaneous monitoring.

"g/d" means grams per day.

"gpd" means gallons per day.

"gpm" means gallons per minute.

"Maximum Daily Limit" means the maximum allowable "Daily Concentration" (defined above) when expressed as a concentration (e.g. mg/l); otherwise, it means the maximum allowable "Daily Quantity" as defined above unless it is expressed as a flow quantity. If expressed as a flow quantity it means "Maximum Daily Flow" as defined in section 22a-430-3(a) of the RCSA.

"mg/kg" means milligrams per kilogram.

"NA" as a Monitoring Table abbreviation means "not applicable".

"NR" as a Monitoring Table abbreviation means "not required".

"Quarterly", in the context of a sampling frequency, means sampling is required in the months of March, June, September and December.

"Range During Sampling" or "RDS", as a sample type, means the maximum and minimum of all values recorded as a result of analyzing each grab sample of; 1) a Composite Sample, or 2) a Grab Sample Average. For those permittees with continuous monitoring and recording pH meters, Range During Sampling shall mean the maximum and minimum readings recorded with the continuous monitoring device during the Composite or Grab Sample Average sample collection.

"Range During Month" or "RDM", as a sample type, means the lowest and the highest values of all of the monitoring data for the reporting month.

"Regulatory limit" means the concentration or characteristic at which the sludge is determined to be a hazardous waste pursuant to 40CFR261 as incorporated in 22a-449(e)-101 of the RCSA.

"Sub-discharge" means a discharge described under Tables B through L of this permit.

"ug/l" means micrograms per liter.

**SECTION 3: COMMISSIONER'S DECISION**

- (A) The Commissioner of Environmental Protection ("the Commissioner") has made a final determination and found that the continuance of the existing system to treat the discharge will protect the waters of the state from pollution. The Commissioner's decision is based on application #087-245 (199500964) for permit reissuance received on September 1, 1987 and the administrative record established in the processing of that application.
- (B) The Commissioner hereby authorizes the Permittee to discharge in accordance with the provisions of this permit, the above referenced application, and all approvals issued by the Commissioner or his authorized agent for the discharges and/or activities authorized by, or associated with, this permit.
- (C) The Commissioner reserves the right to make appropriate revisions to the permit in order to establish any appropriate effluent limitations, schedules of compliance, or other provisions which may be authorized under the Federal Clean Water Act or the Connecticut General Statutes or regulations adopted thereunder, as amended. The permit as modified or renewed under this paragraph may also contain any other requirements of the Federal Clean Water Act or Connecticut General Statutes or regulations adopted thereunder which are then applicable.

**SECTION 4: EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS**

- (A) The discharge(s) shall not exceed and shall otherwise conform to specific terms and conditions listed below. The discharge(s) are restricted by, and shall be monitored in accordance with, the table(s) below.

TABLE A  
MONITORING LOCATION: 1

DISCHARGE SE. NUMBER: 001-1  
WASTEWATER DESCRIPTION: Combined Discharge

MONITORING LOCATION DESCRIPTION: Sample tap located in the rear left of the pretreatment plant laboratory in Building 690

DISCHARGE IS TO: The Borough of Naugatuck Publicly Owned Treatment Works ("POTW")

PARAMETER	LIMITS			FLOW-BASED MONITORING			INSTANTANEOUS MONITORING		
	Average Monthly Limit	Maximum Daily Limit	Sample/Reporting Frequency <sup>2</sup>	Sample Type or measurement to be reported	Instantaneous Limit or required range	Sample/Reporting Frequency <sup>2</sup>	Sample Type or measurement to be reported		
Aceonaphthene	8 ug/l	20	Weekly	DC	30	NR	NA		
Aceonaphthene	33 g/d	81	Weekly	DC	NA	NR	NA		
Aceonaphthylene	---	---	Weekly	DC	NA	NR	NA		
Aceonaphthylene	---	---	Weekly	DC	NA	NR	NA		
Acrylonitrile	---	---	Quarterly	DC	NA	NR	NA		
Acrylonitrile	---	---	Quarterly	DC	NA	NR	NA		
Anthracene	8	20	Weekly	DC	30	NR	NA		
Anthracene	33	81	Weekly	DC	NA	NR	NA		
Benzene**	24	56	Weekly	GSA	84	NR	NA		
Benzene**	98	230	Weekly	GSA	NA	NR	NA		
Bis(2-ethylhexyl)phthalate	40	108	Weekly	DC	162	NR	NA		
Bis(2-ethylhexyl)phthalate	162	442	Weekly	DC	NA	NR	NA		
Bromodichloromethane*	24	63	Weekly	GSA	95	NR	NA		
Bromodichloromethane*	98	258	Weekly	GSA	NA	NR	NA		
Bromomethane*	24	63	Weekly	GSA	95	NR	NA		
Bromomethane*	98	258	Weekly	GSA	NA	NR	NA		
Carbon Tetrachloride**	60	160	Weekly	GSA	240	NR	NA		
Carbon Tetrachloride**	243	651	Weekly	GSA	NA	NR	NA		
Chlorobenzene**	60	160	Weekly	GSA	240	NR	NA		
Chlorobenzene**	243	651	Weekly	GSA	NA	NR	NA		
Chloroethane	46	124	Weekly	GSA	186	NR	NA		
Chloroethane	189	506	Weekly	GSA	206	NR	NA		
Chloroform**	47	137	Weekly	GSA	NA	NR	NA		
Chloroform**	190	557	Weekly	GSA	NA	NR	NA		
1-Chlorophenol	---	---	Weekly	DC	NA	NR	NA		
1-Chlorophenol	---	---	Weekly	DC	NA	NR	NA		
1-Bromochloromethane*	33	133	Weekly	GSA	200	NR	NA		
1-Bromochloromethane*	134	544	Weekly	GSA	NA	NR	NA		
1-n-butyl phthalate	8	18	Weekly	DC	27	NR	NA		
1-n-butyl phthalate	34	74	Weekly	DC	NA	NR	NA		

Table A (cont.)

Pollutant	CONCENTRATION			REGULATORY BASIS MONITORING			INSTANTANEOUS MONITORING		
	Average Monthly Limit	Maximum Daily Limit	Sample/Reporting Frequency*	Sample Type or measurement to be reported	Instantaneous Limit or required range	Sample/Reporting Frequency?	Sample Type or measurement to be reported		
1,2-Dichlorobenzene**	82 ug/l	333 g/d	Weekly	DC	500	NR	NA		
1,2-Dichlorobenzene**	448 g/d	1,815	Weekly	DC	NA	NR	NA		
1,3-Dichlorobenzene	60 ug/l	160	Weekly	DC	240	NR	NA		
1,3-Dichlorobenzene	433 g/d	651	Weekly	DC	NA	NR	NA		
1,4-Dichlorobenzene**	60 ug/l	160	Weekly	DC	240	NR	NA		
1,4-Dichlorobenzene**	325 g/d	869	Weekly	DC	NA	NR	NA		
1,1-Dichloroethane	9 ug/l	25	Weekly	GSA	38	NR	NA		
1,1-Dichloroethane	38 g/d	101	Weekly	GSA	NA	NR	NA		
1,2-Dichloroethane**	76 ug/l	241	Weekly	GSA	362	NR	NA		
1,2-Dichloroethane**	309 g/d	983	Weekly	GSA	NA	NR	NA		
1,1-Dichloroethylene**	9 ug/l	25	Weekly	GSA	38	NR	NA		
1,1-Dichloroethylene**	38 g/d	103	Weekly	GSA	NA	NR	NA		
1,2-trans-Dichloroethylene**	11 ug/l	28	Weekly	GSA	42	NR	NA		
1,2-trans-Dichloroethylene**	43 g/d	113	Weekly	GSA	NA	NR	NA		
1,2-Dichloropropane**	82 ug/l	333	Weekly	GSA	500	NR	NA		
1,2-Dichloropropane**	336 g/d	1,361	Weekly	GSA	NA	NR	NA		
1,3-Dichloropropylene**	82 ug/l	333	Weekly	GSA	500	NR	NA		
1,3-Dichloropropylene**	336 g/d	1,361	Weekly	GSA	NA	NR	NA		
Diethyl phthalate	19 ug/l	47	Weekly	DC	71	NR	NA		
Diethyl phthalate	79 g/d	194	Weekly	DC	NA	NR	NA		
Dimethyl phthalate	8 ug/l	20	Weekly	DC	30	NR	NA		
Dimethyl phthalate	33 g/d	81	Weekly	DC	NA	NR	NA		
1,6-Dinitro-o-cresol	33 ug/l	116	Weekly	DC	174	NR	NA		
1,6-Dinitro-o-cresol	134 g/d	475	Weekly	DC	NA	NR	NA		
1,4-Dinitrobenzene**	60 ug/l	160	Weekly	GSA	240	NR	NA		
1,4-Dinitrobenzene**	243 g/d	651	Weekly	GSA	NA	NR	NA		
fluoranthene	9 ug/l	23	Weekly	DC	35	NR	NA		
fluoranthene	38 g/d	93	Weekly	DC	NA	NR	NA		
fluorene	8 ug/l	20	Weekly	DC	30	NR	NA		
fluorene	33 g/d	81	Weekly	DC	NA	NR	NA		
low, instantaneous	NA gpm	NA	NR	NA	5,300	NR	NA		
low, Total	1,080,000 gpd	7,632,000	Weekly	daily flow	NA	NR	NA		
low, Average & Maximum <sup>1</sup>	1,080,000 gpd	7,632,000	continuous/ Monthly	see remarks	NA	NR	NA		
exachlorobenzene	82 ug/l	333	Quarterly	DC	500	NR	NA		
exachlorobenzene	336 g/d	1361	Quarterly	DC	NA	NR	NA		
exachlorobutadiene	60 ug/l	160	Quarterly	DC	240	NR	NA		
exachlorobutadiene	243 g/d	651	Quarterly	DC	NA	NR	NA		

Table A (cont)

PARAMETER	GROUNDWATER MONITORING			GAS PHASE MONITORING			
	Average Monthly Limit	Maximum Daily Limit	Sample/Reporting Frequency*	Sample Type or measurement to be reported	Instantaneous Limit or required range	Sample/Reporting Frequency*	Sample Type or measurement to be reported
Hexachloroethane	82 ug/l	333	Weekly	DC	500	NR	NA
Hexachloroethane	336 g/d	1361	Weekly	DC	NA	NR	NA
Hours of Discharge	NA	---	Weekly	Total hours	NA	NR	NA
Methyl Chloride**	46 ug/l	124	Weekly	GSA	186	NR	NA
Methyl Chloride**	189 g/d	506	Weekly	GSA	NA	NR	NA
Methylene Chloride**	15 ug/l	71	Weekly	GSA	107	NR	NA
Methylene Chloride**	62 g/d	291	Weekly	GSA	NA	NR	NA
Naphthalene**	8 ug/l	20	Weekly	DC	30	NR	NA
Naphthalene**	33 g/d	81	Weekly	DC	NA	NR	NA
Nitrobenzene	940 ug/l	2,689	Weekly	DC	4,034	NR	NA
Nitrobenzene	3,384 g/d	19,973	Weekly	DC	NA	NR	NA
2-Nitrophenol	27 ug/l	97	Weekly	DC	146	NR	NA
2-Nitrophenol	111 g/d	396	Weekly	DC	NA	NR	NA
4-Nitrophenol	68 ug/l	242	Weekly	DC	363	NR	NA
4-Nitrophenol	278 g/d	987	Weekly	DC	NA	NR	NA
Oil & Grease, Total	50 mg/l	100	Weekly	GSA	150	NR	NA
Oil & Grease Hydrocarbon Fraction	---	---	Weekly	GSA	NA	NR	NA
pH <sub>1</sub>	NA	NA	NR	NA	6.0 - 9.0	Weekly	RDS
pH <sub>2</sub> , Continuous	NA	NA	NR	NA	6.0 - 9.0	continuous/ monthly	RDM
Benanthrene	8 ug/l	20	Weekly	DC	30	NR	NA
Benanthrene	33 g/d	81	Weekly	DC	NA	NR	NA
Phenol	---	---	Weekly	DC	NA	NR	NA
Phenol	---	---	Weekly	DC	NA	NR	NA
Xyrene	8 ug/l	20	Weekly	DC	30	NR	NA
Xyrene	34 g/d	82	Weekly	DC	NA	NR	NA
Suspended Solids, Total	---	---	Weekly	DC	NA	NR	NA
Trichloroethylene**	22 ug/l	69	Weekly	GSA	104	NR	NA
Trichloroethylene**	89 g/d	281	Weekly	GSA	NA	NR	NA
Toluene**	12 ug/l	31	Weekly	GSA	47	NR	NA
Toluene**	48 g/d	127	Weekly	GSA	NA	NR	NA
Total Chromium	---	---	Weekly	DC	NA	NR	NA
Total Chromium	---	---	Weekly	DC	NA	NR	NA
Total Copper	---	---	Weekly	DC	NA	NR	NA
Total Copper	---	---	Weekly	DC	NA	NR	NA
Total Cyanide**	176 ug/l	504	Quarterly	GSA	756	NR	NA
Total Cyanide**	720 g/d	2,057	Quarterly	GSA	NA	NR	NA

Permit # SP0000065 Pg.#7



Table A (cont.)

CONTAMINANT	CONTAMINANT-BASED MONITORING			INSTANTANEOUS MONITORING			
	Average Monthly Limit	Maximum Daily Limit	Sample/Reporting Frequency <sup>2</sup>	Sample Type or measurement to be reported	Instantaneous Limit or required range	Sample/Reporting Frequency <sup>2</sup>	Sample Type or measurement to be reported
Total Lead**	40 ug/l	108	Weekly	DC	162	NR	NA
Total Lead**	164 g/d	443	Weekly	DC	NA	NR	NA
Total Nickel	---	---	Weekly	DC	NA	NR	NA
Total Nickel	---	---	Weekly	DC	NA	NR	NA
Total Zinc	94 g/d	199	Weekly	DC	299	NR	NA
Total Zinc	384 g/d	813	Weekly	DC	NA	NR	NA
Tribromomethane*	33 ug/l	133	Weekly	GSA	200	NR	NA
Tribromomethane*	135 g/d	544	Weekly	GSA	NA	NR	NA
1,2,4-Trichlorobenzene	82 ug/l	333	Weekly	DC	500	NR	NA
1,2,4-Trichlorobenzene	336 g/d	1,360	Weekly	DC	NA	NR	NA
1,1,1-Trichloroethane**	9 ug/l	25	Weekly	GSA	38	NR	NA
1,1,1-Trichloroethane**	38 g/d	101	Weekly	GSA	NA	NR	NA
1,1,2-Trichloroethane	13 ug/l	53	Weekly	GSA	80	NR	NA
1,1,2-Trichloroethane	55 g/d	218	Weekly	GSA	NA	NR	NA
Trichloroethylene	11 ug/l	29	Weekly	GSA	44	NR	NA
Trichloroethylene	45 g/d	118	Weekly	GSA	NA	NR	NA
Vinyl Chloride	41 ug/l	72	Weekly	GSA	108	NR	NA
Vinyl Chloride	166 g/d	295	Weekly	GSA	NA	NR	NA
Acetone	---	---	Weekly	GSA	NA	NR	NA
Acetone	---	104,000	Weekly	GSA	NA	NR	NA
Aniline	14,600 ug/l	18,300	Weekly	DC	27,450	NR	NA
Aniline	60,000 g/d	75,000	Weekly	DC	NA	NR	NA
Biochemical Oxygen Demand	---	---	Weekly	DC	NA	NR	NA
Biochemical Oxygen Demand	---	---	Weekly	DC	NA	NR	NA
Chemical Oxygen Demand	---	---	Weekly	DC	NA	NR	NA
Chemical Oxygen Demand	---	---	Weekly	DC	NA	NR	NA
Color <sup>3</sup>	100 c.u.	120	Weekly	DC	120	NR	NA
Lower Explosive Level <sup>1</sup>	NA %	NA	NR	NA	See Footnote 4	Continuous/monthly	RDM
4,4'-Methylenedianiline	---	4,870	Weekly	DC	7,305	NR	NA
4,4'-Methylenedianiline	---	20,000	Weekly	DC	NA	NR	NA
Monomethylamine	---	---	Weekly	DC	NA	NR	NA
Monomethylamine	---	---	Weekly	DC	NA	NR	NA
orthoXylene	---	---	Weekly	GSA	NA	NR	NA
orthoXylene	---	---	Weekly	GSA	NA	NR	NA
Propargic <sup>3</sup>	80 ug/l	160	Weekly	DC	240	NR	NA
Propargic <sup>3</sup>	368 g/d	654	Weekly	DC	NA	NR	NA
Aluminum	---	---	Quarterly	DC	NA	NR	NA
Butylamine	---	---	Quarterly	DC	NA	NR	NA
Carbon Disulphide	NA ug/l	NA	NR	NA	---	Quarterly	Grab

Table A (cont)

PARAMETER	UNITS	FLOW/BASED MONITORING			INSTANTANEOUS MONITORING		
		Average Monthly Limit	Maximum Daily Limit	Sample/Reporting Frequency <sup>2</sup>	Sample Type or measurement to be reported	Instantaneous Limit or required range	Sample/Reporting Frequency <sup>2</sup>
2-Chloroethylvinyl Ether	ug/l	NA	NA	NR	NA	Quarterly	Grab
Dibenzofuran (non-B&D)	ug/l	---	---	Quarterly	DC	NA	NR
Diethylamine	ug/l	---	---	Quarterly	DC	NA	NR
Di-Isobutylene (non-B&D)	ug/l	NA	NA	NR	NA	Quarterly	Grab
Dimethylamine	ug/l	---	---	Quarterly	DC	NA	NR
Diphenylamine	ug/l	---	---	Quarterly	DC	NA	NR
Isophorone	ug/l	NA	NA	NR	NA	Quarterly	Grab
Isopropylbenzene (non-B&D)	ug/l	NA	NA	NR	NA	Quarterly	Grab
Isopropanolamine	ug/l	---	---	Quarterly	DC	NA	NR
Mercury	ug/l	---	---	Quarterly	DC	NA	NR
Monoethylamine	ug/l	---	---	Quarterly	DC	NA	NR
Monomethylamine	ug/l	---	---	Quarterly	DC	NA	NR
n-Nitrosodiphenylamine	ug/l	---	---	Quarterly	DC	NA	NR
n-Propylbenzene (non-B&D)	ug/l	---	---	Quarterly	DC	NA	NR
Resorcinol	ug/l	---	---	Quarterly	DC	NA	NR
Styrene	ug/l	NA	NA	NR	NA	Quarterly	Grab

**Table A Footnotes & Remarks:**

- <sup>1</sup>The permittee shall maintain at the facility a record of the total flow for each day of discharge and shall report the Average Daily Flow and the Maximum Daily Flow for each month.
- <sup>2</sup>The first entry in this column is the 'Sample Frequency'. If this entry is not followed by a 'Reporting Frequency' and the 'Sampling Frequency' is more frequent than Monthly then the 'Reporting Frequency' is Monthly. If the 'Sample Frequency' is specified as Monthly, or less frequent, then the 'Reporting Frequency' is the same as the 'Sample Frequency'.
- <sup>3</sup>In addition to complying with the limits noted above, the discharge may not cause visible discoloration of the Naugatuck River.
- <sup>4</sup>The discharge shall not exhibit more than 20% of the LEL as measured continuously at the Uniroyal FTP clarifier discharge trough. In the event that a reading of more than 20% the LEL is sustained for more than five (5) minutes, the permittee shall immediately verify the readings with a hand held meter. Should the hand held meter verify the readings, and the readings are sustained for at least 15 minutes, the discharge shall be immediately discontinued. In addition, the discharge shall be immediately discontinued and the cause investigated in the event of any exceedance of 100% of the LEL. Except for minor violations of the LEL limit or an exceedance which has been attributed to malfunction or maintenance of the LEL meter, the discharge shall not be resumed until written approval is obtained from the DEP, Director of the Water Management Bureau, Permitting Enforcement & Remediation Division. In the event of a minor violation of the LEL limit or an exceedance which has been attributed to malfunction or maintenance of the LEL meter, the discharge may be resumed once the LEL reading comes down to below 10% of the LEL. A minor violation shall be defined as a sustained and verified reading of greater than 20% but no more than 30% of the LEL. Should the Naugatuck POTW notify the permittee of a reading of more than 20% of the LEL sustained for more than 15 minutes by the meter monitoring the clarifier dedicated to the permittee's wastewater, if granted access, the permittee shall verify the readings with a hand held meter. If the permittee verifies the Naugatuck POTW's readings of more than 20% of the LEL sustained for more than 15 minutes, the permittee shall conduct an investigation into possible causes at its facility.

<sup>5</sup>Propargite shall be analyzed in accordance with the Uniroyal Chemical analytical method AC-1375 dated 3/5/00 and attached to the Uniroyal submission dated 3/15/00.

<sup>6</sup>This substance is regulated under the Pesticide Chemical Manufacturing (PCM) federal effluent category.

<sup>7</sup>This substance is regulated under both the PCM and Organic Chemicals, Plastics and Synthetic Fibers (OCPSF) federal effluent categories.

**TABLE B**

DISCHARGE SERIAL NUMBER: 001A

MONITORING LOCATION: See note below

WASTEWATER DESCRIPTION: Organic Chemicals Manufacturing Wastewater

MONITORING LOCATION DESCRIPTION: See note below

DISCHARGE IS TO: The Borough of Naugatuck POTW via the Unifroyal Pretreatment Plant ("PTP")

FLOW, AVERAGE MONTHLY LIMIT: 581,000 gpd

FLOW, MAXIMUM DAILY LIMIT: 1,229,400 gpd

The permittee shall maintain at the facility a record of the total flow for each day of discharge and shall report the Average Daily Flow and Maximum Daily Flow for each month. Flows shall be determined in accordance with the "Flow Monitoring Procedure" submitted to the DEP on June 16, 2000.

**TABLE C**

DISCHARGE SERIAL NUMBER: 001A

MONITORING LOCATION: 2

WASTEWATER DESCRIPTION: Zinc-Bearing Wastewater

MONITORING LOCATION DESCRIPTION: Sample tap after filter press receiver tank

DISCHARGE IS TO: The Borough of Naugatuck Water Pollution Control Facility

Parameter	Cadmium (mg/L)		Copper (mg/L)		Lead (mg/L)		Zinc (mg/L)	
	Average Monthly Limit	Maximum Daily Limit	Sample/Reporting Frequency <sup>2</sup>	Sample Type or measurement to be reported	Instantaneous Limit or required range	Sample/Reporting Frequency <sup>2</sup>	Sample Type or measurement to be reported	
Flow <sup>1</sup>	12,000	12,000	see remarks	daily flow	NA	NR	NA	
Concentration	1.050	2.610	Weekly	composite	3.915	NR	NA	

**Table C Footnotes & Remarks:**

<sup>1</sup> For this parameter the permittee shall maintain at the facility a record of the total flow for each day of discharge and shall report the Average Daily Flow and the Maximum Daily Flow for each month.

<sup>2</sup> The first entry in this column is the 'Sample Frequency'. If this entry is not followed by a 'Reporting Frequency' and the 'Sampling Frequency' is more frequent than Monthly then the 'Reporting Frequency' is Monthly. If the 'Sample Frequency' is specified as Monthly, or less frequent, then the 'Reporting Frequency' is the same as the 'Sample Frequency'.

TABLE D

DISCHARGE SERIAL NUMBER: 001B	MONITORING LOCATION: See note below
WASTEWATER DESCRIPTION: Pesticide Chemicals Manufacturing Wastewater	
MONITORING LOCATION DESCRIPTION: See note below	
DISCHARGE IS TO: The Borough of Naugatuck POTW via the Uniroyal Pretreatment Plant ("PTP")	
LOW, AVERAGE MONTHLY LIMIT: 180,300 gpd	
LOW, MAXIMUM DAILY LIMIT: 210,900 gpd	

The permittee shall maintain at the facility a record of the total flow for each day of discharge and shall report the Average Daily Flow and Maximum Daily Flow for each month. Flows shall be determined via a dedicated flow meter (See the "Flow Monitoring Procedure" submitted to the DEP on June 16, 2000.)

TABLE E

DISCHARGE SERIAL NUMBER: 001C	MONITORING LOCATION: See note below
WASTEWATER DESCRIPTION: Non-contact Cooling Water	
MONITORING LOCATION DESCRIPTION: See note below	
DISCHARGE IS TO: The Borough of Naugatuck POTW via the Uniroyal Pretreatment Plant ("PTP")	
LOW, AVERAGE MONTHLY LIMIT: 1,000 gpd	
LOW, MAXIMUM DAILY LIMIT: 90,600 gpd	

The permittee shall maintain at the facility a record of the total flow for each day of discharge and shall report the Average Daily Flow and Maximum Daily Flow for each month. Flows shall be determined in accordance with the "Flow Monitoring Procedure" submitted to the DEP on June 16, 2000.

TABLE F

DISCHARGE SERIAL NUMBER: 001D	MONITORING LOCATION: See note below
WASTEWATER DESCRIPTION: Stormwater	
MONITORING LOCATION DESCRIPTION: See note below	
DISCHARGE IS TO: The Borough of Naugatuck POTW via the Uniroyal Pretreatment Plant ("PTP")	
LOW, AVERAGE MONTHLY LIMIT: Variable (typically 110,000 gpd)	
LOW, MAXIMUM DAILY LIMIT: 5,007, 077 gpd	

The permittee shall maintain at the facility a record of the total flow for each day of discharge and shall report the Average Daily Flow and Maximum Daily Flow for each month. Flows shall be determined in accordance with the "Flow Monitoring Procedure" submitted to the DEP on June 16, 2000.

TABLE C	
DISCHARGE SERIAL NUMBER: 001E	MONITORING LOCATION: See note below
WASTEWATER DESCRIPTION: Boiler Blowdown	
MONITORING LOCATION DESCRIPTION: See note below	
DISCHARGE IS TO: The Borough of Naugatuck POTW via the Uniroyal Pretreatment Plant ("PTP")	
LOW, AVERAGE MONTHLY LIMIT: 86,000 gpd	
LOW, MAXIMUM DAILY LIMIT: 131,000 gpd	
<p>The permittee shall maintain at the facility a record of the total flow for each day of discharge and shall report the Average Daily Flow and Maximum Daily Flow for each month. Flows shall be determined in accordance with the "Flow Monitoring Procedure" submitted to the DEP on June 16, 2000.</p>	

TABLE H	
DISCHARGE SERIAL NUMBER: 001F	MONITORING LOCATION: See note below
WASTEWATER DESCRIPTION: Water Treatment Wastewater	
MONITORING LOCATION DESCRIPTION: See note below	
DISCHARGE IS TO: The Borough of Naugatuck POTW via the Uniroyal Pretreatment Plant ("PTP")	
LOW, AVERAGE MONTHLY LIMIT: 50,000 gpd	
LOW, MAXIMUM DAILY LIMIT: 50,000 gpd	
<p>The permittee shall maintain at the facility a record of the total flow for each day of discharge and shall report the Average Daily Flow and Maximum Daily Flow for each month. Flows shall be determined in accordance with the "Flow Monitoring Procedure" submitted to the DEP on June 16, 2000.</p>	

TABLE I	
DISCHARGE SERIAL NUMBER: 001G	MONITORING LOCATION: See note below
WASTEWATER DESCRIPTION: Domestic Sewage	
MONITORING LOCATION DESCRIPTION: See note below	
DISCHARGE IS TO: The Borough of Naugatuck POTW via the Uniroyal Pretreatment Plant ("PTP")	
LOW, AVERAGE MONTHLY LIMIT: 37,500 gpd	
LOW, MAXIMUM DAILY LIMIT: 37,500 gpd	
<p>The permittee shall maintain at the facility a record of the total flow for each day of discharge and shall report the Average Daily Flow and Maximum Daily Flow for each month. Flows shall be determined in accordance with the "Flow Monitoring Procedure" submitted to the DEP on June 16, 2000.</p>	

TABLE J

DISCHARGE SERIAL NUMBER: 001H	MONITORING LOCATION: See note below
WASTEWATER DESCRIPTION: Laboratory Wastewaters from Buildings 111, 112 and 310	
MONITORING LOCATION DESCRIPTION: See note below	
DISCHARGE IS TO: The Borough of Naugatuck POTW via the Uniroyal Pretreatment Plant ("PTP")	
LOW, AVERAGE MONTHLY LIMIT: 1,500 gpd	
LOW, MAXIMUM DAILY LIMIT: 1,500 gpd	

The permittee shall maintain at the facility a record of the total flow for each day of discharge and shall report the Average Daily Flow and Maximum Daily Flow for each month. Flows shall be determined in accordance with the "Flow Monitoring Procedure" submitted to the DEP on June 16, 2000.

TABLE K

DISCHARGE SERIAL NUMBER: 001I	MONITORING LOCATION: See note below
WASTEWATER DESCRIPTION: Minor Uses	
MONITORING LOCATION DESCRIPTION: See note below	
DISCHARGE IS TO: The Borough of Naugatuck POTW via the Uniroyal Pretreatment Plant ("PTP")	
LOW, AVERAGE MONTHLY LIMIT: 1,000 gpd	
LOW, MAXIMUM DAILY LIMIT: 5,000 gpd	

The permittee shall maintain at the facility a record of the total flow for each day of discharge and shall report the Average Daily Flow and Maximum Daily Flow for each month. Flows shall be determined in accordance with the "Flow Monitoring Procedure" submitted to the DEP on June 16, 2000.

TABLE L

DISCHARGE SERIAL NUMBER: 001J	MONITORING LOCATION: See note below
WASTEWATER DESCRIPTION: Pretreated Metal Finishing Wastewater	
MONITORING LOCATION DESCRIPTION: See note below	
DISCHARGE IS TO: The Borough of Naugatuck POTW via the Uniroyal Pretreatment Plant ("PTP")	
LOW, AVERAGE MONTHLY LIMIT: 8,640 gpd (See note below)	
LOW, MAXIMUM DAILY LIMIT: 9,600 gpd (See note below)	

This discharge is authorized under SP0002226 issued to Modern Metals Finishing, Inc., a tenant on the Uniroyal site. Flow figures are for informational purposes only. The permittee shall report the average Daily Flow and Maximum Daily Flow for each month using flow data supplied by Modern Metals, to the extent the data is supplied by Modern Metals, in accordance with the "Flow Monitoring Procedure" submitted to the DEP on June 16, 2000.

TABLE 1  
MONITORING LOCATION

DISCHARGE SE NUMBER: 200-1

WASTEWATER DESCRIPTION: Pretreatment Sludge

MONITORING LOCATION DESCRIPTION: Bottom five feet of cone of clarifier to be discharged

DISCHARGE IS TO: The Borough of Naugatuck POTW

PARAMETER	ENVIRONMENTAL MONITORING				WASTEWATER MONITORING				Sample Type or measurement to be reported	Sample/ Reporting Frequency <sup>2</sup>	Regulatory Limit or Required Range	Sample/ Reporting Frequency <sup>2</sup>	Sample Type or measurement to be reported	EPA Method
	Average Monthly Limit	Maximum Daily Limit	Sample/ Reporting Frequency <sup>2</sup>	Sample Type or measurement to be reported	Average Monthly Limit	Maximum Daily Limit	Sample/ Reporting Frequency <sup>2</sup>	Sample Type or measurement to be reported						
Arsenic	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	5.0	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 6010B		
Barium	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	100.0	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 6010B		
Benzene	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	0.5	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8260B		
Cadmium	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	1.0	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8260B		
Carbon Tetrachloride	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	0.5	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8260B		
Chlorobenzene	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	100.0	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8260B		
Chloroform	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	6.0	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8260B		
Chromium	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	5.0	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 6010B		
o-Cresol	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	200.0	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8270C		
m-Cresol	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	200.0	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8270C		
p-Cresol	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	200.0	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8270C		
Cresol	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	200.0	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8270C		
1,4-Dichlorobenzene	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	7.5	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8270C		
1,2-Dichloroethane	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	0.5	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8260B		
1,1-Dichloroethylene	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	0.7	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8260B		
2,4-Dinitrotoluene	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	0.13	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8270C		
Hexachlorobenzene	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	0.13	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8270C		
Hexachlorobutadiene	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	0.5	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8270C		
Hexachlorocyclohexane	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	3.0	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8270C		
Lead, Total	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	5.0	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 6010B		
Mercury	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	0.2	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 7470A		
Methyl ethyl ketone	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	200.0	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8260B		
Nitrobenzene	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	2.0	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8270C		
Pentachlorophenol	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	100.0	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8270C		
Pyridine	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	5.0	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8270C		
Selenium	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	1.0	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 6010B		
Silver	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	5.0	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 6010B		
Tetrachloroethylene	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	0.7	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8260B		
Trichloroethylene	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	0.5	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8260B		
2,4,5-Trichlorophenol	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	400.0	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8270C		
2,4,6-Trichlorophenol	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	2.0	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8270C		
Vinyl chloride	mg/l	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	0.2	Per batch <sup>1</sup>	Discrete	EPA 1311/EPA 8260B		
Corrosivity (pH) <sup>4</sup>	s.u.	NA	NR	NA	NA	NR	Discrete	Per batch <sup>1</sup>	>2.0 to <12.5	Per batch <sup>1</sup>	Discrete	EPA 9040B or EPA 150.1		

DISCHARGE SERIAL NUMBER: 200-1  
 TABLE M (cont)  
 MONITORING LOCATION:

WASTEWATER DESCRIPTION: Pretreatment Sludge  
 MONITORING LOCATION DESCRIPTION: Bottom five feet of cone of clarifier to be discharged  
 DISCHARGE IS TO: The Borough of Naugatuck Water Pollution Control Facility

Parameter	CONCENTRATION-BASED MONITORING			INSTANTANEOUS MONITORING			Method
	Average Monthly Limit	Maximum Daily Limit	Sample/Reporting Frequency <sup>2</sup>	Regulatory Limit or Required Range	Sample/Reporting Frequency <sup>2</sup>	Sample Type <sup>1</sup> or measurement to be reported	
Reactivity (Flashpoint) <sup>3</sup>	NA	NA	NR	140 or greater see remarks	Per batch <sup>1</sup>	Discrete	ASTM Stan. D-93-79 or EPA 1010 or 1020A
Reactivity - Cyanide <sup>4</sup>	NA	NA	NR	---	Per batch <sup>1</sup>	Discrete	EPA9014 or EPA9040B
Reactivity - Sulfide <sup>4</sup>	NA	NA	NR	---	Per batch <sup>1</sup>	Discrete	SW 846 7.3
Flow, Average & Maximum <sup>5</sup>	10,000	100,000	see remarks <sup>3</sup>	NA	NR	NA	NA
Ethylbenzene	NA	NA	NR	---	Per batch <sup>1</sup>	Discrete	EPA8260B
orthoXylene	NA	NA	NR	---	Per batch <sup>1</sup>	Discrete	EPA8260B
Copper, Total	NA	NA	NR	---	Per batch <sup>1</sup>	Discrete	EPA1311/EPA6010
nickel, Total	NA	NA	NR	---	Per batch <sup>1</sup>	Discrete	EPA1311/EPA6010
Zinc, Total	NA	NA	NR	---	Per batch <sup>1</sup>	Discrete	EPA1311/EPA6010

Table M Footnotes & Remarks:

Footnotes:  
 A. Batch is up to but not greater than 50,000 gallons of sludge. A representative sample must be taken from each batch discharge in accordance with Appendix A of this permit (See Section 5F).  
 The first entry in this column is the 'Sample Frequency'. If this entry is not followed by a 'Reporting Frequency' and the 'Sampling Frequency' is more frequent than Monthly then the 'Reporting Frequency' is Monthly. If the 'Sample Frequency' is specified as Monthly, or less frequent, then the 'Reporting Frequency' is the same as the 'Sample Frequency'.  
 The first method identified in Table M above is the leaching procedure to be used to obtain the extract from a sample for analysis. The second method identified is the latest SW-846 approved EPA method for further analysis of the constituent.  
 Alternate test method(s) to that identified in Table M may be approved in writing by the Commissioner.  
 The permittee shall demonstrate compliance with 40CFR261.21 and, at a minimum, perform the analytical test methodology identified in 40CFR261.22(a)(1).  
 The permittee shall demonstrate compliance with 40CFR261.22 and, at a minimum, perform the analytical test methodology identified in 40CFR261.22(a)(1).  
 The permittee shall demonstrate compliance with 40CFR261.23.  
 The permittee shall demonstrate that the sludge is non-hazardous in accordance with 40CFR 261, including but not limited to, the parameters identified in Table L. The permittee shall ensure that no listed wastes as identified in 40 CFR261 are in the sludge.  
 The permittee shall maintain at the facility a record of the total flow for each day of discharge and shall report the Average Daily Flow and the Maximum Daily Flow for each month.  
 The permittee may request a reduction in the sampling frequency for this substance six (6) months after permit issuance.



- (F) All samples shall be comprised of only those wastewaters and sludge described in the above schedules, therefore, samples shall be taken prior to combination with wastewaters or sludge of any other type and after all approved treatment units, if applicable. All samples taken shall be representative of the discharge during standard operating conditions.
- (C) In cases where limits and sample type are specified but sampling is not required, the limits specified shall apply to all samples which may be collected and analyzed by, the Department of Environmental Protection personnel, the permittee, or other parties.
- (D) The limits imposed on the discharges listed in this permit take effect on the issuance date of this permit, hence any sample taken after this date which, upon analysis, shows an exceedance of permit limits will be considered non-compliance.

The monitoring requirements of this permit begin on the date of issuance of this permit if the issuance date is on or before the 12th day of a month. For permits issued on or after the 13th day of a month, monitoring requirements begin the 1st day of the following month.

#### SECTION 5: SAMPLE COLLECTION, HANDLING and ANALYTICAL TECHNIQUES AND REPORTING REQUIREMENTS

- (A) Except as specified in Table M, and except for propargite, chemical analyses to determine compliance with effluent limits and conditions established in this permit shall employ methods approved by the Environmental Protection Agency pursuant to 40 CFR 136 unless an alternative method has been approved in writing in accordance with 40 CFR 136.4.
- (B) All metals analyses identified in this permit shall refer to analyses for Total Recoverable Metal as defined in 40CFR136 unless otherwise specified.
- (C) The results of chemical analysis required above shall be entered on the Discharge Monitoring Report (DMR), provided by this office, and reported to the Bureau of Water Management at the following address. The DMR shall be received at this address by the last day of the month following the month in which samples are taken.
- Bureau of Water Management (Attn: DMR Processing)  
Connecticut Department of Environmental Protection  
79 Elm Street  
Hartford, CT 06106-5127
- (D) If this permit requires monitoring of a discharge on a calendar basis (e.g. Monthly, quarterly, etc.) but a discharge has not occurred within the frequency of sampling specified in the permit, the Permittee must submit the DMR as scheduled, indicating "NO DISCHARGE". For those permittees whose required monitoring is discharge dependent (e.g. per batch), the minimum reporting frequency is monthly. Therefore, if there is no discharge during a calendar month for a batch discharge, a DMR must be submitted indicating such by the end of the following month.
- (E) Copies of all DMRs shall be submitted concurrently to the local Water Pollution Control Authority(ies) (hereinafter "WPCA") involved in the treatment and collection of the permitted discharge.
- (F) For each batch of sludge to be discharged, the permittee shall conduct a hazardous waste determination in accordance with Table M of this permit. The permittee shall collect a sludge sample from the clarifier using the Sludge Sampling Procedure identified in Appendix "A" attached. The permittee will maintain the analytical results for this determination on-site for a period of three (3) years from the date of collecting such samples. This hazardous waste determination shall be signed by a responsible corporate officer of the permittee as defined in the RCSA Section 22a-430-3-(b)(2)(A)-(C), who shall certify in writing as follows: "I have personally examined and am familiar with the information contained in this document and all attachments and certify that based on reasonable investigation, including my inquiry of those individuals immediately responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statements made in this document or its attachments may be punishable as a criminal offense." A summary of the sludge sampling results shall be submitted on a quarterly basis to the following address:
- Director, Waste Engineering & Enforcement Division  
Bureau of Waste Management  
Connecticut Department of Environmental Protection  
79 Elm Street  
Hartford, CT 06106-5127
- (G) The permittee shall maintain a flow meter on the discharge line from the sludge pit to the Naugatuck POTW. Such meter shall record and totalize the total daily flows through the sludge line. In addition, the permittee shall maintain a schedule for proper calibration of this equipment.
- (H) The permittee shall not commence the discharge of a batch of sludge to the Naugatuck POTW until a) through d) below are satisfied:
- a) The permittee has received from an independent laboratory the final written analytical results of the sludge for the parameters in Table M of this permit;
  - b) The permittee's Environmental Manager or designate verifies that the results confirm that the sludge is non-hazardous, as defined in 40 CFR Part 261, Subpart C;

- c) The permittee shall deliver a copy of all of the analytical results to the Naugatuck POTW and request confirmation that the permittee may commence discharge of a batch of sludge (up to 50,000 gallons); and
  - d) The permittee has received written confirmation from the Naugatuck POTW that the discharge of the batch of sludge may commence.
- (I) The permittee shall discharge each batch of sludge through the sludge pit. Prior to each discharge the permittee shall inspect the sludge pit for cracks or gaps or other failure(s) which could impair the integrity of the sludge pit in accordance with the Operation and Maintenance Plan as described in the May 15, 2000 submittal. A record of this inspection, who performed the inspection and the results of this inspection shall be maintained on-site for a period of three years from the date of the inspection.
- (J) The permittee shall upon completion of the discharge of each batch of sludge:
- a) Record the date, time, and quantity of discharge in the PTP log book; and
  - b) Provide a copy of the written confirmation from the Naugatuck POTW to the permittee's Environmental Manager.
- (K) The retention period for all records required by law or by this permit to be maintained by the Permittee shall automatically be extended during the course of any unresolved enforcement action regarding the facility until such enforcement action is fully resolved or for any reasonable period of time as may be requested by the Commissioner. Any exemption from this requirement shall require written approval by the Commissioner.

#### SECTION 6: RECORDING AND REPORTING OF VIOLATIONS, ADDITIONAL TESTING REQUIREMENTS

- (A) If any sample analysis indicates that an effluent limitation specified in Section 4 of this permit has been exceeded or if any sample analysis fails to verify compliance with an effluent limitation by not achieving sufficient accuracy (where "sufficient accuracy" is defined as achieving a detection level equal to or lower than the permit limit), a second sample of the effluent shall be collected and analyzed for the parameter(s) in question and the results reported to the Bureau of Water Management (Attn: DMR Processing) within 30 days of the initial analysis.
- (B) The Permittee shall immediately notify the Bureau of Water Management (Attn: Permits, Enforcement and Remediation Division) and the local WPCA of all discharges that could cause problems to the Publicly Owned Treatment Works ("POTW"), including but not limited to slug loadings of pollutants which may cause a violation of the POTW's NPDES permit, or which may inhibit or disrupt the POTW, its treatment processes or operations, or its sludge processes, use or disposal.
- (C) In addition to the notification requirements specified in Section 1B of this permit, if any sampling and analysis of the discharge performed by the permittee indicates a violation of limits specified in Section 4 of this permit, the permittee shall notify the Bureau of Water Management (Attn: Permits, Enforcement and Remediation Division) within 24 hours of becoming aware of the violation.
- (D) The Permittee is authorized to change its processes and add new processes in accordance with Appendix B to this permit. The Permittee is also authorized to discharge spilled materials provided the criteria of Appendix C to this permit are fully satisfied. In addition to satisfying the notification requirements specified in Appendix B, the permittee shall provide with each DMR a summary of the quantity and type of all wastewaters discharged under the provisions of Appendices B and C. The permittee shall also accept a minor permit modification revising the monitoring requirements for such substances where additional or revised monitoring is warranted as determined by the Commissioner. In order to maintain an accurate accounting of all wastewater discharges authorized by this permit, the permittee shall submit with its next application for permit renewal an update of the "OCPSF/PCM Data Base" submitted as part of application 087-245 (i.e., the application on which this permit is based).

#### SECTION 7: COMPLIANCE SCHEDULE

- (A) The permittee shall reduce the amount of acetone, aniline, propargite and stormwater discharged to the Borough of Naugatuck POTW in accordance with the following:
- (1) On or before 30 days after the date of issuance of this permit, the permittee shall retain one or more qualified consultants acceptable to the Commissioner to prepare the documents and implement or oversee the actions required by this section of the permit and shall, by that date, notify the Commissioner in writing of the identity of such consultants. The permittee shall retain one or more qualified consultants acceptable to the Commissioner until the actions required by this section of the permit have been completed, and within ten days after retaining any consultant other than one originally identified under this paragraph, the permittee shall notify the Commissioner in writing of the identity of such other consultant. The consultant retained to perform the studies and oversee any remedial measures required to achieve compliance with Section 4 limitations shall be a qualified professional engineer licensed to practice in Connecticut acceptable to the Commissioner. The permittee shall submit to the Commissioner a description of a consultant's education, experience and training which is relevant to the work required by this permit within ten days after a request for such a description. Nothing in this paragraph shall preclude the Commissioner from finding a previously acceptable consultant unacceptable.
  - (2) On or before 180 days after the date of issuance of this permit, the permittee shall submit for the Commissioner's review and written approval a comprehensive and thorough report which describes and evaluates alternative actions which may be taken by the permittee to reduce the quantity of acetone and aniline discharged to the Borough of Naugatuck Water Pollution Control Facility. Such report shall:

- (a) evaluate alternative actions to reduce the quantity of acetone and aniline discharged to the WPCF including, but not limited to, pollutant source reduction, process changes/innovations, chemical substitutions, recycle systems and other internal and/or end-of-pipe treatment technologies;
- (b) state in detail the most expeditious schedule for performing each alternative;
- (c) list all permits and approvals required for each alternative, including but not limited to any permits required under sections 22a-32, 22a-421, 22a-342, 22a-361, 22a-368 or 22a-430 of the Connecticut General Statutes;
- (d) propose a preferred alternative or combination of alternatives with supporting justification; and
- (e) propose a detailed program and schedule to perform all actions required by the preferred alternative including but not limited to a schedule for submission of: engineering plans and specifications on any internal and/or end of pipe treatment facilities, start and completion of any construction activities related to any treatment facilities, applying for and obtaining all permits and approvals required for such actions; and
- (3) On or before 60 days after the date of issuance of this permit, the permittee shall submit for the Commissioner's review and written approval a scope of study for evaluating the potential for propargite discharged through DSN001 to cause a violation of Section 22a-430-4(t) of the RCSA. The scope shall also propose and describe a study to evaluate actions which may be taken by the permittee to reduce the quantity of propargite discharged to the Borough of Naugatuck WPCF, including, but not limited to, pollutant source reduction, process changes/innovations, chemical substitutions, recycle systems and other internal and/or end-of-pipe treatment technologies.
- (4) On or before 180 days after approval of the scope of study required under paragraph (3) above, the permittee shall submit for the Commissioner's review and written approval a comprehensive and thorough report which fulfills the requirements of the approved scope of study and:
- (b) states in detail the most expeditious schedule for performing each alternative;
- (c) lists all permits and approvals required for each alternative, including but not limited to any permits required under sections 22a-32, 22a-421, 22a-342, 22a-361, 22a-368 or 22a-430 of the Connecticut General Statutes;
- (d) proposes a preferred alternative or combination of alternatives with supporting justification;
- (e) proposes a detailed program and schedule to perform all actions required by the preferred alternative including but not limited to a schedule for submission of: engineering plans and specifications on any internal and/or end of pipe treatment facilities, start and completion of any construction activities related to any treatment facilities, applying for and obtaining all permits and approvals required for such actions; and
- (f) proposes final permit limits for propargite in DSN001 and/or DSN001B.
- (5) On or before 60 days after the date of issuance of this permit, the permittee shall submit for the Commissioner's review and written approval an update of the Stormwater Reduction Plan submitted February 1, 2000 to reduce the amount of stormwater discharged to the Borough of Naugatuck Water Pollution Control Facility (WPCF). Such report shall:
- (a) provide the status and update the schedule for performing all actions proposed by the Plan including but not limited to start and completion of any construction activities related to stormwater redirection and applying for and obtaining all permits and approvals required for such actions.
- (B) The permittee shall submit to the Commissioner quarterly status reports beginning sixty days after the date of approval of the reports referenced in Section 7(A)(2) through (A)(5) above. Status reports shall include, but not be limited to, a summary of all effluent monitoring data collected by the permittee during the previous 90 day period and a detailed description of progress made by the permittee in performing actions required by this section of the permit in accordance with the approved schedule including, but not limited to, development of engineering plans and specifications, construction activity, contract bidding, operational changes, preparation and submittal of permit applications, and any other actions specified in the program approved pursuant to paragraph (A)(2) through (A)(5) of this section.
- (C) The permittee shall perform the approved actions in accordance with the approved schedule, but in no event shall the approved actions be completed later than 730 days (excluding periods between submission of a document and required approval by the Commissioner) after the date of issuance of this permit. Within fifteen days after completing such actions, the permittee shall certify to the Commissioner in writing that the actions have been completed as approved.
- (D) The permittee shall use best efforts to submit to the Commissioner all documents required by this section of the permit in a complete and approvable form. If the Commissioner notified the permittee that any document or other action is deficient, and does not approve it with conditions or modifications, it is deemed disapproved, and the permittee shall correct the deficiencies and resubmit it within the time specified by the

Commissioner or, if no time is specified by the Commissioner, within thirty days of the Commissioner's notice of deficiencies. In approving any document or other action under this Compliance Schedule, the Commissioner may approve the document or other action as submitted or performed or with such conditions or modifications as the Commissioner deems necessary to carry out the purposes of this Section of the permit. Nothing in this paragraph shall excuse noncompliance or delay.

- (E) Dates. The date of submission to the Commissioner of any document required by this section of the permit shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this permit, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is personally delivered or the date three days after it is mailed by the Commissioner, whichever is earlier. Except as otherwise specified in this permit, the word "day" as used in this section of the permit means calendar day. Any document or action which is required by this section of the permit to be submitted, or performed, by a date which falls on, Saturday, Sunday, or a Connecticut or federal holiday, shall be submitted or performed on or before the next day which is not a Saturday, Sunday, or Connecticut or federal holiday.
- (F) Notification of noncompliance. In the event that the permittee becomes aware that it did not or may not comply, or did not or may not comply on time, with any requirement of this section of the permit or of any document required hereunder, the permittee shall immediately notify the Commissioner and shall take all reasonable steps to ensure that any noncompliance or delay is avoided or, if unavoidable, minimized to the greatest extent possible. In so notifying the Commissioner, the permittee shall state in writing the reasons for the noncompliance or delay and propose, for the review and written approval of the Commissioner, dates by which compliance will be achieved, and the permittee shall comply with any dates which may be approved in writing by the Commissioner. Notification by the permittee shall not excuse noncompliance or delay, and the Commissioner's approval of any compliance dates proposed shall not excuse noncompliance or delay unless specifically so stated by the Commissioner in writing.
- (G) Notice to Commissioner of changes. Within fifteen days of the date the permittee becomes aware of a change in any information submitted to the Commissioner under this section of the permit, or that any such information was inaccurate or misleading or that any relevant information was omitted, the permittee shall submit the correct or omitted information to the Commissioner.
- (H) Submission of documents. Any document, other than a discharge monitoring report, required to be submitted to the Commissioner under this section of the permit shall, unless otherwise specified in writing by the Commissioner, be directed to:

Bryan J. Sousa  
Department of Environmental Protection  
Bureau of Water Management  
79 Elm Street  
Hartford, CT 06106-5127

This permit is hereby issued on the 30th day of January, 2001.



Arthur J. Reboque, Jr.  
Commissioner

## Appendix A to SP0000065

**SLUDGE SAMPLING PROCEDURE  
CORE SAMPLING  
UNIROYAL CHEMICAL COMPANY, INC.  
NAUGATUCK, CONNECTICUT**

This document describes the methodology for collection of core sludge samples from the Pre Treatment Plant (PTP), prior to discharge of a batch of sludge (up to 50,000 gallons) to the Naugatuck POTW. This clarifier sample procedure must be implemented for each batch of sludge prior to transfer of any sludge to the sludge pit for discharge. This procedure provides detailed sampling protocols to ensure that samples are collected in an appropriate and consistent manner, the appropriate analytical parameters are tested for, and the samples are analyzed in the required timeframe.

Prior to collecting samples, confirm the following:

Preparation for Sampling

1. **PARAMETER LIST** – Confirm with the Environmental Manager or designate, the list of specific parameters that are to be analyzed for. Confirm the laboratory has been notified of the parameter list and the required turnaround time (TAT). At a minimum, the following analytical parameters must be sampled and analyzed for:

- TCLP organics (excluding TCLP pesticides and TCLP herbicides);
- TCLP metals; and
- RCRA characteristic testing [Ignitability/Flashpoint, Corrosivity/pH, and Reactivity (Sulfide and Cyanide)]

For certain samples, the Environmental Manager or designate may also require that other parameters be analyzed for. Check with the Environmental Manager or designated to determine if any additional analyses are required. Also check to confirm if any additional samples must be collected for quality assurance/quality control (QA/QC), including trip blanks, matrix spike/matrix spike duplicate (MS/MSD), and duplicates.

2. **SAMPLE BOTTLES, COOLERS, AND ICE PACKS** – The bottles provided will be dependent upon the parameter list. Sample bottles and coolers must be obtained from the off-Site analytical laboratory. Ensure that there are an adequate number of sample bottles available for the required number of samples and analyses. Ice may be obtained from the Instrumentation Department and placed in ziploc bags.
3. **SAMPLING EQUIPMENT** – Core samples are collected from the clarifier using the dedicated sludge sample.
4. **NITRILE SAMPLING GLOVES** – A clean set of nitrile gloves is required for each sample collected.

5. **SAMPLE LOGBOOK** – All information on all samples collected must be recorded in ink in the sample logbook. The sample logbook must be signed by the sampling personnel.
6. **CHAIN OF CUSTODY** – A laboratory chain of custody must be completed and signed before samples can be delivered to the analytical laboratory.
7. **WATERPROOF MARKER** – A waterproof marker is needed to write sample identification numbers on the sample bottles.

#### Sample Collection

1. Follow Plant health and safety procedures for all sampling activities.
2. Contact the Environmental Manager or designate **IMMEDIATELY** if you notice any of the following during sampling activities
  1. separate phases;
  2. unusual odors; or
  3. other unusual conditions.
3. A stainless steel bomb sampler will be used to collect a sample at 1 foot intervals from the bottom five feet of the cone of the clarifier. Each of the individual samples will be placed into a clean container.
4. Use the designated sludge sampler to collect the core samples from the bottom five feet of the cone clarifier. Use a rope marked with a 1 foot gradations in order to confirm the sample is collected from the appropriate depth. From the catwalk, lower the sampler into the clarifier to the correct sampling depth and location. Once the sample is collected, lift the sampler from the clarifier.
5. For each core sample, fill the sample bottle set from the clean container. Pour the sludge from the sampler into each of the sample bottles, filling the bottles 1/3 full at a time until all the sample bottles are completely full. **DO NOT TRANSFER SLUDGE FROM ONE SAMPLE BOTTLE TO ANOTHER SINCE SOME BOTTLES CONTAIN PRESERVATIVES.**
6. Depending on the parameter lists, collect additional samples for QA/QC, as instructed by the Environmental Manager or designate. For example, QA/QC samples may include, trip blanks, MS/MSD samples, and duplicate samples.
7. Using the **WATERPROOF MARKER**, write the **SAMPLE I.D.** clearly on the label on the sample bottle. The sample I.D. consists of a sample designation (“SL” for sludge), the date, the sampler’s initials, and a sequential sample number designation.

For example, for the core sample of sludge collected from the operating clarifier on June 23, 1999 by John Doe, the sample I.D. would be:

SL-06231999-JD-001

8. In the Sample LogBook, record the date each core sample I.D., and the sample collection time for each core sample collected. Include a description of any noticeable odor, color or sheen associated with any of the core samples.
9. PACK the sample bottles in the cooler with COLD ice packs.
10. Complete the CHAIN OF CUSTODY form for each core sample collected. Sign the chain of custody form and place it in a bag inside the cooler(s). Deliver the cooler(s) to the pre-arranged sample pickup location at the Plant or to the analytical laboratory. NOTE any expedited turn-around time (TAT) on the chain of custody form, as confirmed with the Environmental Manager or designate. Notify the Environmental Manager or designate of the completion of sample collection activities by submitting a copy of the completed chain of custody. The laboratory will fax/deliver data to the designated person/party indicated on the Chain of Custody. Designated personnel/parties will include the Environmental Manager or designate and additional persons/parties as instructed by the Environmental Manager or designate.

**APPENDIX B to SP0000065**

**FACILITY MODIFICATIONS SCREENING PROTOCOL\***

Will the new process, process change or new material addition result in the discharge of an Appendix B or D substance or any other substance which can reasonably be expected to break down into an Appendix B or D substance?

NO

YES

Were test results provided in the permit application for each Appendix B or D substance potentially appearing in the final discharge or sub-discharge as a result of the new process, process change or new material addition?

Request and obtain DEP approval prior to initiating the discharge or haul the wastewater offsite for appropriate disposal.

NO

YES

As a result of the new process, process change or new material addition, could projected worst-case concentrations for any Appendix B or D substance exceed any permit limit at any final discharge compliance point or sub-discharge compliance point as established in the existing wastewater discharge permit?

Haul the wastewater offsite for appropriate disposal or request and obtain a permit modification prior to initiating the discharge.

NO

YES

Could projected worst-case concentrations for any such substance in the final effluent or sub-discharge exceed the highest of the levels specified under 22a-430-3(j)(11)(E)?

YES

NO

Notify DEP as required per 22a-430-3(j)(11)(E).

(CONTINUED PAGE 2)

\* This protocol also applies to the discharge of spilled materials, which, for the purposes of this protocol shall be considered a single event "process change". The permittee is required to provide with each Discharge Monitoring Report a description of the type and quantity of spilled materials discharged under this protocol. Spills which have bypassed a wastewater treatment system approved for the treatment of the spilled material(s) may not be discharged without prior written approval of the Director of the Bureau of Water Management, Permitting, Enforcement & Remediation Division.

NOTE: Permittees wishing to utilize this alternative to obtaining specific DEP approval under subsection 22a-430-3(i) for new substances and/or new or modified processes must develop and follow an internal protocol to verify compliance with each step of this flow chart. The details of the protocol and documentation of specific evaluations shall be retained on-site and submitted to the commissioner upon request.



FACILITY MODIFICATIONS SCREENING PROTOCOL (Continued from page 1)

Could projected worst case concentrations of any substance resulting from the proposed change cause any of the following:

- \* Interference with or adverse effect upon the operation of the wastewater collection and treatment facility or POTW
- \* Interference with or adverse effect upon the ability of the treatment system or POTW to handle, use or dispose of sludge, including but not limited to rendering such system out of compliance with Section 405 of the CWA, the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, the Marine Protection Act and any applicable state laws and regulations.
- \* The treatment facility or POTW to exceed its influent design loading.
- \* The discharge to violate any condition of the permit including but not limited to exceeding effluent limitations.
- \* Pass through of any substance into the receiving waters which may cause or threaten pollution.
- \* Noncompliance with any of the requirements of 22a-430-4(t)(2).
- \* Inconsistency with the Connecticut Water Quality Standards

**YES**  
Substance not authorized to be discharged. Investigate remedy.

**NO**  
If otherwise disposed of (i.e., in the absence of a discharge permit), would the wastewater be a hazardous waste under 40CFR Part 261?

**YES**  
Notify the DEP and the superintendent of the POTW in accordance with 40CFR 403.12(p) and (j).

Is the process or activity to be generating the discharge described in the permit application?

**YES**      **NO**      Notify DEP in writing prior initiating the discharge.\*\*

The discharge is authorized without further DEP involvement provided all other authorizations are obtained as may be required by Federal, State or Local laws or regulations.

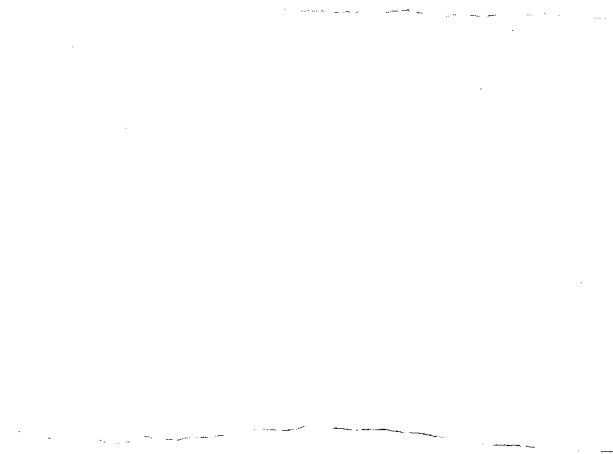
\*\* Notification shall include a description of the new process and wastewaters to be generated, a summary of the screening protocol results and, if anticipated to be present in the wastewater, the actual or projected concentrations of all Appendix B and D substances and other substances which can reasonably be expected to break down to an Appendix B or D substance.





**Wastewater Facilities Report**

[Copy on File with Borough Engineer]



## DISCHARGE AND ACCESS AGREEMENT

The Borough of Naugatuck ("Naugatuck") and Crompton Manufacturing Company, Inc. ("CMCI"), on behalf of themselves and their respective successors and assigns, hereby agree as follows:

1. Except as otherwise expressly provided herein, this Agreement shall be effective as of the date of execution by both parties and shall remain in effect until November 7, 2021.

2. This Agreement shall govern the rights and obligations of the parties relative to (a) conveyance, acceptance, treatment and disposal of wastewater and sludge from CMCI's property at 280 Elm Street in Naugatuck, Connecticut, and 32 Spencer Street, Naugatuck, Connecticut (including but not limited to flow from 22 Spencer Street, Naugatuck, Connecticut) (the CMCI Property) to the Naugatuck publicly owned treatment works at 500 Cherry Street in Naugatuck (Naugatuck POTW), and (b) access across the CMCI Property to the premises of the Naugatuck POTW.

3. Treatment of Wastewater and Sludge from the CMCI Property.

a. Naugatuck authorizes current and future discharges of wastewater (Wastewater Discharges) and sludge (Sludge Discharges) to the Naugatuck POTW from the CMCI Property, including but not limited to those enumerated below (collectively, Discharges). Naugatuck shall impose no requirements or conditions on those discharges in addition to or different than those imposed by any applicable permit or approval issued by CT DEP or any other federal or state environmental regulatory authority. This authorization shall survive the expiration of the term of this Agreement, and shall remain effective, without any requirement of further or specific authorization or limitation pursuant to any Naugatuck ordinance. As of the date of this Agreement, CMCI's discharges include:

- i. combined effluent wastewater discharge, which includes wastewater discharge from CMCI's pretreatment plant (potentially including discharges from tenants on the CMCI Property) and from its synthetic lift station, pursuant to Pretreatment Permit No. SP0000065 (dated January 30, 2001);
- ii. sludge discharge from CMCI's pretreatment plant pursuant to Pretreatment Permit No. SP0000065 (dated January 30, 2001); and
- iii. groundwater discharge to CMCI's pretreatment plant pursuant to Emergency Authorization No. EA 0000122 (May 30, 2000), as amended.

b. Except as otherwise provided in this Agreement, the Settlement and Transition Agreement and Release executed simultaneously herewith, and the exhibits thereto, the parties retain all rights and remedies available to them under statutory and common law, including without limitation any such rights and remedies as may be available to them from time to time with respect to permit proceedings before the Connecticut Department of Environmental Protection.

- B. If the volume of Wastewater Discharges in any calendar year is reduced below 80% of the Base Level, Naugatuck shall pay to CMCI an amount calculated in the same manner as the calculation of credits to Naugatuck, under its agreement with the operator of the POTW, for reduction of Naugatuck's volume; provided, however, that if Naugatuck itself operates the POTW, if the then-effective agreement between Naugatuck and any operator of the POTW does not provide for such credits, or if Naugatuck itself is not receiving credits under such agreement, then there shall be no payments to CMCI pursuant to this paragraph 3.c.iii.B.
- iv. The parties contemplate that the loadings of total suspended solids (TSS) and biological oxygen demand (BOD) shall remain approximately equivalent to 200,000 pounds TSS annually (the TSS Base Level) and 500,000 pounds BOD annually (the BOD Base Level). For purposes of this paragraph 3.c.iv., "calendar year" shall have the same meaning for the initial and final years of this Agreement as set forth in paragraph C.3.iii. above.
    - A. If the TSS or BOD loadings of Wastewater Discharges exceed 120% of the TSS Base Level or the BOD Base Level respectively in any calendar year, then for any TSS or BOD loadings that exceed 120% of the TSS Base Level or the BOD Base Level respectively, CMCI shall pay to Naugatuck a fee calculated in the same manner as the calculation of charges to Naugatuck, under its agreement with the operator of the POTW, for excess municipal loadings of TSS or BOD; provided, however, that if Naugatuck itself operates the POTW, if the then-effective agreement between Naugatuck and any operator of the POTW does not provide for such charges, if Naugatuck itself is not being charged under such agreement, or if Naugatuck has imposed generally applicable industrial user charges on CMCI as provided in paragraph 3.c.i. above, then there shall be no charges to CMCI pursuant to this paragraph 3.c.iv.A.
    - B. If the loadings of TSS or BOD in CMCI's Wastewater Discharges are less than 80% of the TSS Base Level or the BOD Base Level respectively, then for any reductions in loadings below 80% of the TSS Base Level or the BOD base level respectively, Naugatuck shall pay to CMCI a fee calculated in the same manner as the calculation of credits to Naugatuck, under its agreement with the operator of the POTW, for reduction of municipal loadings of TSS or BOD; provided, however, that if Naugatuck itself operates the POTW, if the then-effective agreement between Naugatuck and any operator of the POTW does not provide for such credits, or if Naugatuck itself is not receiving credits under such agreement, then there shall be no payments to CMCI pursuant to this paragraph 3.c.iv.B.
- d. Naugatuck shall accept at the Naugatuck POTW, and shall cause any third-party operator of the Naugatuck POTW to accept, for treatment and disposal, all Sludge Discharges from

Subject to the provisions of subparagraphs 4.a. through 4.h. below, CMCI grants Naugatuck a license for trucks to pass and repass across the CMCI Property for the term of this Agreement for the purpose of hauling waste to the Naugatuck POTW through the CMCI Property, and, insofar as access other than through the CMCI Property is impractical, for the purpose of moving equipment, parts and materials to the Naugatuck POTW in connection with construction or major maintenance activities. Except as expressly provided herein, Naugatuck's rights under this section 4 are nonassignable and its obligations are nondelegable.

a. Such license extends to passage along the existing route via the south Elm Street entrance through the CMCI Property, as shown in the diagram appended hereto as Exhibit 1. In the event that CMCI elects to discontinue use of the existing route for such truck access, CMCI will make an alternative route available in the area depicted in Exhibit 1 hereto or in another location acceptable to CMCI. The Borough shall bear all costs of using, maintaining, constructing and/or improving the existing route, or any alternative route made available in the future, in order to make and keep it usable for purposes of this license, including without limitation costs of procuring any permits or approvals required by any public authority to allow such use to be made of the CMCI Property.

b. Naugatuck shall defend CMCI, indemnify CMCI and hold CMCI harmless against any and all claims by or liabilities to third parties, whether for personal injury, property damage, wrongful death, pollution damage or economic loss, that in any way arise out of or relate to the license or use of it by any person, including claims relating to events that occur off the CMCI Property. CMCI must consent to defense counsel provided by Naugatuck. Independent of its defense and indemnity obligations, Naugatuck shall also maintain in effect a policy of general liability insurance covering defense and indemnity of such claims with a limit of liability of not less than \$5,000,000. Naugatuck shall cause CMCI to be named as an additional named insured under such policy, and shall provide CMCI with a certificate of insurance to that effect. Naugatuck shall give CMCI notice forthwith of any change in the status of its coverage or of the certificate of insurance issued to CMCI as additional named insured.

c. Naugatuck shall indemnify CMCI and hold CMCI harmless against any losses, damages or injuries to CMCI, its property, personnel, plant, equipment or business, that in any way arise out of or relate to the license or use of it by any person. Independent of its indemnity obligations, Naugatuck shall also maintain in effect a policy of insurance covering such claims with a limit of liability of not less than \$5,000,000. Naugatuck shall cause CMCI to be named as an additional named insured under such policy, and shall provide CMCI with a certificate of insurance to that effect. Naugatuck shall give CMCI notice forthwith of any change in the status of its coverage or of the certificate of insurance issued to CMCI as additional named insured.

d. The parties intend that, in accordance with the terms and procedures defined in this Agreement, Naugatuck as licensee may grant sublicenses to third parties to haul waste to the Naugatuck POTW, and under other circumstances for other purposes, as set forth above; provided, however, that the parties intend any use of the CMCI Property by such sublicensees to be for their own benefit and do not intend to confer any direct or indirect benefit on, or otherwise create any rights enforceable by, any such sublicensees. CMCI shall have the right to set reasonable conditions



g. In the event that the license or any sublicense granted in accordance with the terms of this paragraph is suspended or terminated, either in its entirety or as to any specific sublicensee, CMCI shall give notice of such suspension or termination to Naugatuck. Naugatuck shall as soon as practicable thereafter provide written notice of such suspension or termination to any affected sublicensee or sublicensees, as applicable. Naugatuck shall defend and indemnify CMCI, as provided in subparagraphs 4.b. and 4.c. above, against any claims against CMCI by any person that arise out of or relate to such suspension or termination.

h. The parties expressly agree that nothing in this Agreement constitutes or shall be interpreted as creating an easement or any other permanent rights of any kind respecting access across the CMCI Property. Without limiting the generality of the foregoing, Naugatuck expressly disclaims any intent that this Agreement, or any use of the CMCI Property pursuant to it, shall create or be interpreted as creating an easement or any other permanent rights of any kind. Naugatuck hereby knowingly relinquishes any claim that this Agreement, or any use of the CMCI Property pursuant to it, or any similar use by any other person or persons at any time up to the date of this Agreement, gives rise or has given rise to an easement or to any other permanent rights of any kind. Naugatuck hereby stipulates that by virtue of its agreements herein, it is and shall be estopped from claiming, at any time and for any purpose, that this Agreement, or any use of the CMCI Property pursuant to it, gives rise to an easement or to any other permanent rights of any kind, in favor of Naugatuck or any third person or persons. Naugatuck further acknowledges receipt of a notice pursuant to Connecticut General Statutes § 47-38, a copy of which is attached hereto as Exhibit 4, of CMCI's intent to dispute any claim that a right-of-way or other easement is or has been created by this Agreement or any use of the CMCI property pursuant to it. Upon the execution of this Agreement, Naugatuck shall accept service of said notice in accordance with Conn. Gen. Stat. § 47-39 and it shall be recorded on the land records of the Borough of Naugatuck. Naugatuck hereby waives any defects in the notice or the service or recording thereof that might otherwise impair its effect under Conn. Gen. Stat. § 47-38. Naugatuck further agrees that as long as this Agreement remains in effect, Naugatuck shall not assert, and hereby expressly waives, any claim that any right to access across the CMCI property to the Naugatuck POTW property, by any person or for any purpose, is subject to acquisition by eminent domain

5. This Agreement states the entire agreement of the parties and constitutes their sole and exclusive agreement regarding the subject matter hereof. The parties have no agreements or understandings regarding the subject matter hereof other than those expressly stated herein. This Agreement completely supersedes all prior agreements, contracts, representations, or understandings regarding the subject matter hereof, including without limitation the "Waste Treatment Contract" between the parties, dated May 15, 1970, as amended. Any such prior agreements, contracts, representations or understandings are hereby merged into and superseded by this Agreement.

6. This Agreement shall not be modified, nor any of the parties' obligations waived, except in a writing signed by both parties. Any oral modification or waiver shall be ineffective unless confirmed in such a writing. Any failure to insist on performance of any term hereof on any given occasion shall not limit the right of a party to insist on performance of such term on any other occasion. Nothing herein shall preclude the parties from negotiating extension or early termination of all or any portion of this Agreement, provided, however, that neither party shall have any

with a copy to its counsel as follows:

- Attorney N. Warren Hess  
42 Terrace Avenue  
Naugatuck, CT 06770  
Phone: 203-729-5217  
Fax: 203-723-9346

Attorney Kevin McSherry  
38 Fairview Avenue  
Naugatuck, CT 06770  
Phone: 203-723-6609  
Fax: 203-723-9742

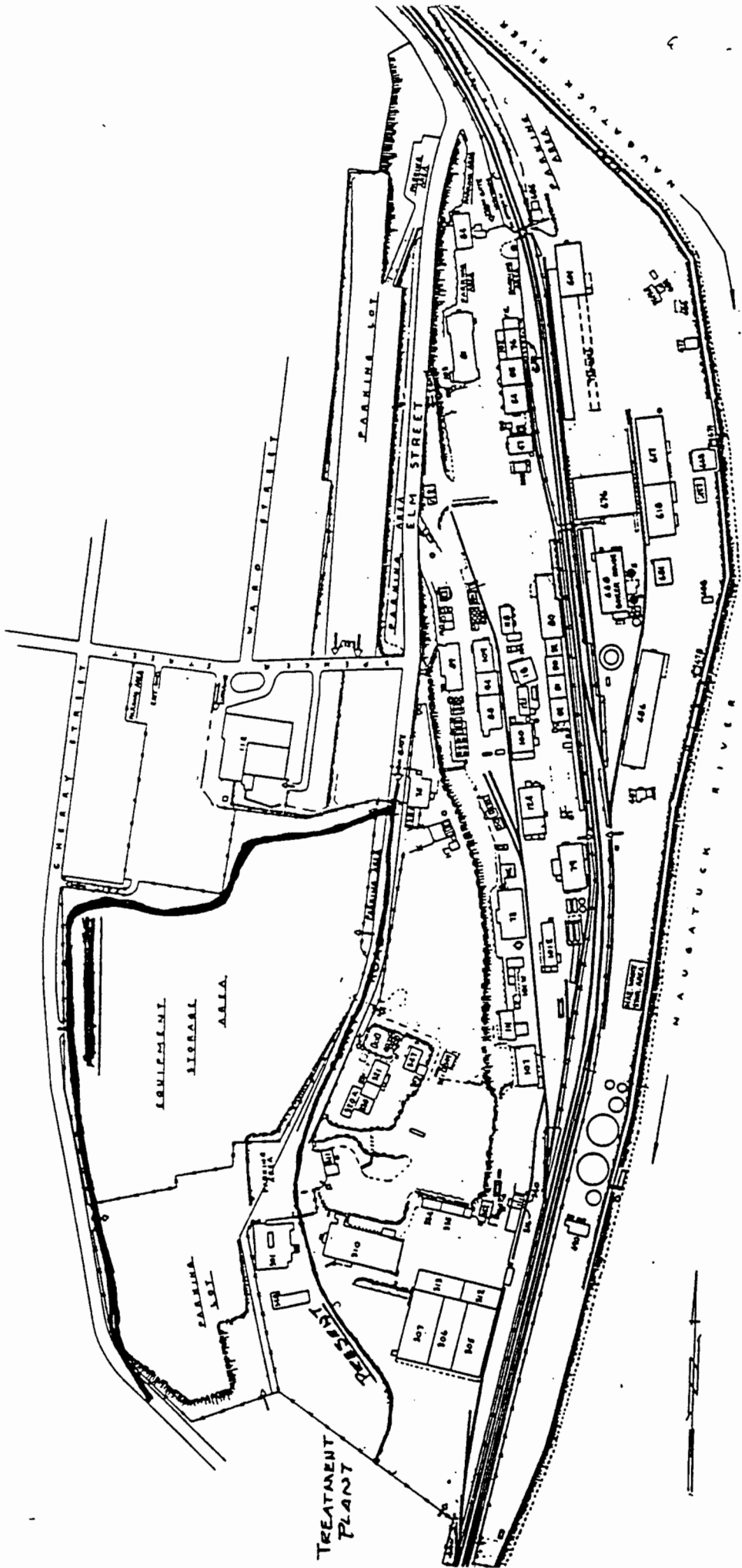
Notices shall be effective upon receipt or attempted delivery if delivery is refused or the party no longer receives deliveries at said address and no new address has been given to the other party in accordance with this paragraph.

## **Exhibits to Discharge and Access Agreement**

(Corresponding sections of Agreement noted parenthetically)

1. Diagram depicting existing and alternate truck routes through CMCI property (4.a.)
2. Rules for vehicle owners and operators (4.d.)
3. Procedures for Use of License (4.d.)
4. Notice pursuant to Connecticut General Statutes § 47-38 (4.h.)

0



# NTC TRUCK ACCESS

**NOTE**  
 FOR DETAILS AND MORE INFORMATION  
 SEE SPECIFICATIONS AND DRAWINGS  
 AVAILABLE AT: NAUGATUCK RIVER  
 (P.O. BOX 1691, NAUGATUCK, CT 06460)

UNIVERSAL CHEMICAL	
PLANT MAP	
DATE	11-18-55
BY	W. J. B. 1691

THIS MAP IS THE PROPERTY OF UNIVERSAL CHEMICAL, INC. AND IS LOANED TO YOU FOR YOUR INFORMATION ONLY. IT IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF UNIVERSAL CHEMICAL, INC. ANY CHANGES TO THIS MAP WILL BE MADE WITHOUT NOTICE TO YOU.

NO.	DESCRIPTION	DATE
1	INITIAL UPDATE	11-18-55
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

- LEGEND**
- - BUILDINGS
  - - TANKS
  - - STACKS
  - ▭ - WARE HOUSE
  - ▭ - TANK PARKING
  - ▭ - RETAINING WALL / DIRT WALL
  - ▭ - STAIRWAY
  - ▭ - RAILROAD TRACKS
  - ▭ - BANK
  - ▭ - DIRT
  - ▭ - FENCE

**Discharge & Access Agreement Exhibit 2**

**Crompton Manufacturing Company, Inc.**

**Rules for Vehicle Owners, Vehicles and Vehicle Operators**

These Rules apply to vehicle owners, vehicles, vehicle operators, and to any other persons that enter the property of Crompton Manufacturing Company, Inc. (CMCI) as sublicensees under authority of the "Discharge and Access Agreement" dated \_\_\_\_\_, 2001, between CMCI and the Borough of Naugatuck (Naugatuck), and shall constitute terms of any sublicense granted in accordance therewith.

Definitions

"Owner" means the owner, lessee, or other person responsible for any vehicle that enters the CMCI Property under authority of the Discharge and Access Agreement. "Owner" also means the person who employs or contracts with any Operator.

"Operator" means the driver of a vehicle that enters the CMCI Property pursuant to the License, whether or not employed by or under contract to an Owner.

"CMCI Property" means the property at 280 Elm Street in Naugatuck, Connecticut, through which the premises of the Naugatuck publicly owned treatment works (POTW) may be accessed.

"Laws and Regulations" means any United States or foreign federal, state or local law, regulation, ordinance, rule or order in effect from and after the date of the Owner or Operator's acceptance of these Rules (including following expiration or termination hereof), including, without limitation, laws, regulations, ordinances, rules or orders pertaining to health, safety or the protection of the environment and any other laws, regulations, ordinances, rules or orders which govern (i) the existence, removal or remediation of waste materials or hazardous waste on real property; (ii) the emission, discharge, release, or control of waste materials or hazardous waste into or in the environment; (iii) the use, generation, handling, transport, treatment, storage, disposal or recovery of waste materials or hazardous waste; or (iv) the carriage of any waste or other materials conveyed to the Naugatuck POTW by the Owner or Operator through the CMCI Property.

1. No vehicle may enter or remain on the CMCI Property unless the Owner and Operator thereof comply with these Rules. Use of the CMCI Property for access to the Naugatuck POTW constitutes, on the part of the Owner and Operator, acceptance of and agreement to comply with these Rules.

2. In relation to CMCI, any Owner, Operator or vehicle entering the CMCI Property pursuant to the Discharge and Access Agreement does so only as a licensee whose presence is not for the benefit of CMCI, and not as an invitee. No Owner or Operator shall have any enforceable

rights under the Discharge and Access Agreement, including without limitation any rights as a third-party beneficiary. No other relationship is created between CMCI and any Owner or Operator by these Rules or by the Discharge and Access Agreement. Neither CMCI nor any Owner or Operator shall in any way, directly or indirectly, expressly or by implication, be deemed to be agents of each other. Each Owner or Operator assumes full responsibility for its employees' and subcontractors' acts and omissions, and all terms and conditions of their employment.

3. General Safety Rules

- a. Smoking is not permitted on the CMCI Property.
- b. No vehicle, driver or passenger is permitted to enter the CMCI Property without first providing written acknowledgment of receipt of these Rules and proof of current insurance, obtaining authorization from Naugatuck or its designee, and providing proof of current insurance.
- c. Under no circumstances may a minor child accompany a vehicle or driver pursuant hereto.
- d. Drivers shall be familiar with the hazards, know the proper loading/unloading procedures, and be equipped with the necessary protective equipment for the materials they are carrying.
- e. All vehicles and drivers are subject to inspection upon entering and leaving the CMCI Property.
- f. The speed limit on the CMCI Property is 10 miles per hour.
- g. Cameras, alcohol, illegal drugs, firearms, ammunition, cigarettes and "strike anywhere" matches shall not be brought onto or used at the CMCI Property.
- h. No vehicle may be operated in any manner that creates a safety or environmental hazard. No Owner or Operator shall engage in any activity on the CMCI Property that creates any safety or environmental hazard.

4. Licenses, Certifications and Insurance

a. Vehicles: Each vehicle owner and each operator of a vehicle operated on the CMCI Property shall be in compliance with the insurance requirements of the state of Connecticut and the state of vehicle registration or operator licensure and any other applicable authority.

b. Each vehicle operated on the CMCI Property shall hold and be in compliance with all licenses, certifications, and insurance required under any applicable Laws and Regulations.

5. Compliance with law

Owners and Operators shall comply with all Laws and Regulations applicable to their vehicles, the carriage of materials hauled to the Naugatuck POTW, to such materials themselves, or to any and all other aspects of the handling of such materials that are conveyed to the Naugatuck POTW by the Owner or Operator through the CMCI Property.

6. Notwithstanding any other provision of these Rules or of the Discharge and Access Agreement, access across the CMCI Property pursuant to these Rules and the Discharge and Access Agreement is permissive as to any Owner, Operator or vehicle. CMCI may deny, revoke, terminate or suspend access as to any Owner, Operator or vehicle at any time, with or without notice, for failure to comply with these Rules.

7. If any Owner, Operator or vehicle fails to comply with these Rules, CMCI may deny access to: that Owner or Operator, that vehicle, any vehicle owned or operated by the same Owner or Operator, and any Operator employed by the same Owner.

8. Neither CMCI's failure to insist on strict performance of any currently effective rule, nor CMCI's participation in any course of conduct or course of performance, shall be effective to modify these Rules.

Acknowledgment of Receipt

Receipt of "Crompton Manufacturing Company, Inc. Rules for Vehicle Owners, Vehicles and Vehicle Operators" is hereby acknowledged.

Name \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

**Discharge and Access Agreement**  
**Exhibit 3**

**Procedures for Grant of Sublicenses**

In accordance with Section 4.d. of the Discharge and Access Agreement, the following procedures shall be employed in granting sublicenses for access to the CMCI Property.

1. Disclosure and Acknowledgment of Rules
  - A. Before a sublicensee may enter the CMCI Property, Naugatuck must provide a current copy of the Rules for Vehicle Owners and Operators ("Rules") to such sublicensee, must obtain a written acknowledgment of receipt from such sublicensee, and must obtain a copy of such sublicensee's current proof of insurance.
  - B. As soon as practicable after the effective date of any amendment to the Rules, Naugatuck shall provide a current copy thereof to any sublicensee and obtain from each such sublicensee a written acknowledgment of receipt and a copy of the sublicensee's current proof of insurance.
  - C. Within 72 hours of receiving a sublicensee's acknowledgment of receipt of the Rules, or any amendments thereto, and copy of proof of insurance, Naugatuck shall deliver a copy of same to the security guard at the front gate of the CMCI Property.
2. Notice to CMCI and Objection to Sublicensees
  - A. If CMCI has a reasonable basis for determining that a sublicensee may pose an unreasonable risk of harm to CMCI's property or personnel or to the environment, CMCI may object to such sublicensee and CMCI shall give notice thereof to Naugatuck.
  - B. No sublicensee to which CMCI objects shall thereafter be permitted onto CMCI's property, unless the parties confer regarding such sublicensee and CMCI withdraws its objection in writing.
  - C. No sublicensee whose sublicense has been terminated by CMCI may thereafter be admitted to the CMCI Property without CMCI's prior authorization.
3. Access and Gate Opening Devices
  - A. When Naugatuck delivers copies of a given sublicensee's acknowledgment of receipt of the Rules, or of any amendment thereto, and proof of insurance to CMCI, the security guard at the CMCI front gate shall, if Naugatuck so requests,



issue a gate opening device for use by such sublicensee to gain access to the CMCI Property. Naugatuck and CMCI shall maintain records documenting the identify of sublicensees who receive gate opening devices.

- B. A gate opening device shall be supplied to Naugatuck for its use.
- C. Gate opening device may not be transferred among sublicensees. Naugatuck shall retrieve, and shall promptly return to CMCI, any gate opening device issued to a sublicensee that ceases to make regular use of it.

4. Access

- A. Sublicensees to which gate opening devices have been issued may admit themselves to the CMCI Property in accordance with the Rules.
- B. If Naugatuck wishes to admit a sublicensee without obtaining a gate opening device, Naugatuck may do so after disclosing the Rules, obtaining a signed acknowledgment of receipt thereof, and obtaining a copy of the sublicensee's proof of insurance. Naugatuck may then admit the sublicensee using the gate opening device issued to Naugatuck, and must escort the sublicensee through the CMCI Property as appropriate.
- C. Naugatuck shall maintain records with respect to all sublicenses granted by Naugatuck, including at least the following: (i) signed acknowledgments of receipt of Rules, and any amendments thereto, as described above; (ii) the names, addresses and telephone numbers of sublicensees, (iii) the identity of any recipients of gate opening devices, and (iv) a log of use by sublicensees for which Naugatuck arranges to open the gates to the CMCI property. Such records shall be made available to CMCI for inspection and copying upon request.

5. CMCI Responsibilities

- A. CMCI shall provide gate opening devices for the use of regular users of the license and for other users as to which CMCI and Naugatuck agree that issuance of gate opening devices is appropriate.
- B. CMCI shall provide Naugatuck with a gate opening device, for the use of Naugatuck under circumstances in which the Discharge and Access Agreement and these procedures permit Naugatuck to do so.
- C. CMCI shall provide Naugatuck with prompt notice of any changes to the Rules.

6. Delegation and Assignment

- A. Naugatuck may delegate its obligations under these Procedures to the operator of

the POTW, if the operator agrees in writing to abide by them. Such delegation shall not relieve Naugatuck of its responsibility for compliance with these Procedures. Naugatuck shall give written notice of such delegation or any change therein to CMCI.

- B. If Naugatuck properly delegates its obligations under these Procedures to the operator of the POTW, Naugatuck may provide such operator with the gate opening device issued to Naugatuck as provided in Section 3.B. above; provided, however, that such device may not be used by any person other than the operator of the POTW.

**NOTICE PURSUANT TO SECTION 47-38**  
**OF THE CONNECTICUT GENERAL STATUTES**

Crompton Manufacturing Company, Inc. is the owner of the real property generally depicted on the diagram attached hereto. Pursuant to Section 47-38 of the Connecticut General Statutes, Crompton Manufacturing Company, Inc. hereby notifies the Borough of Naugatuck of its intention to dispute that Naugatuck has acquired or may in the future acquire a permanent easement across Crompton Manufacturing Company, Inc.'s land by virtue of the utilization of a truck access route across Crompton Manufacturing Company, Inc.'s property for the purpose of obtaining ingress and egress to the Borough of Naugatuck wastewater and incinerator plant.

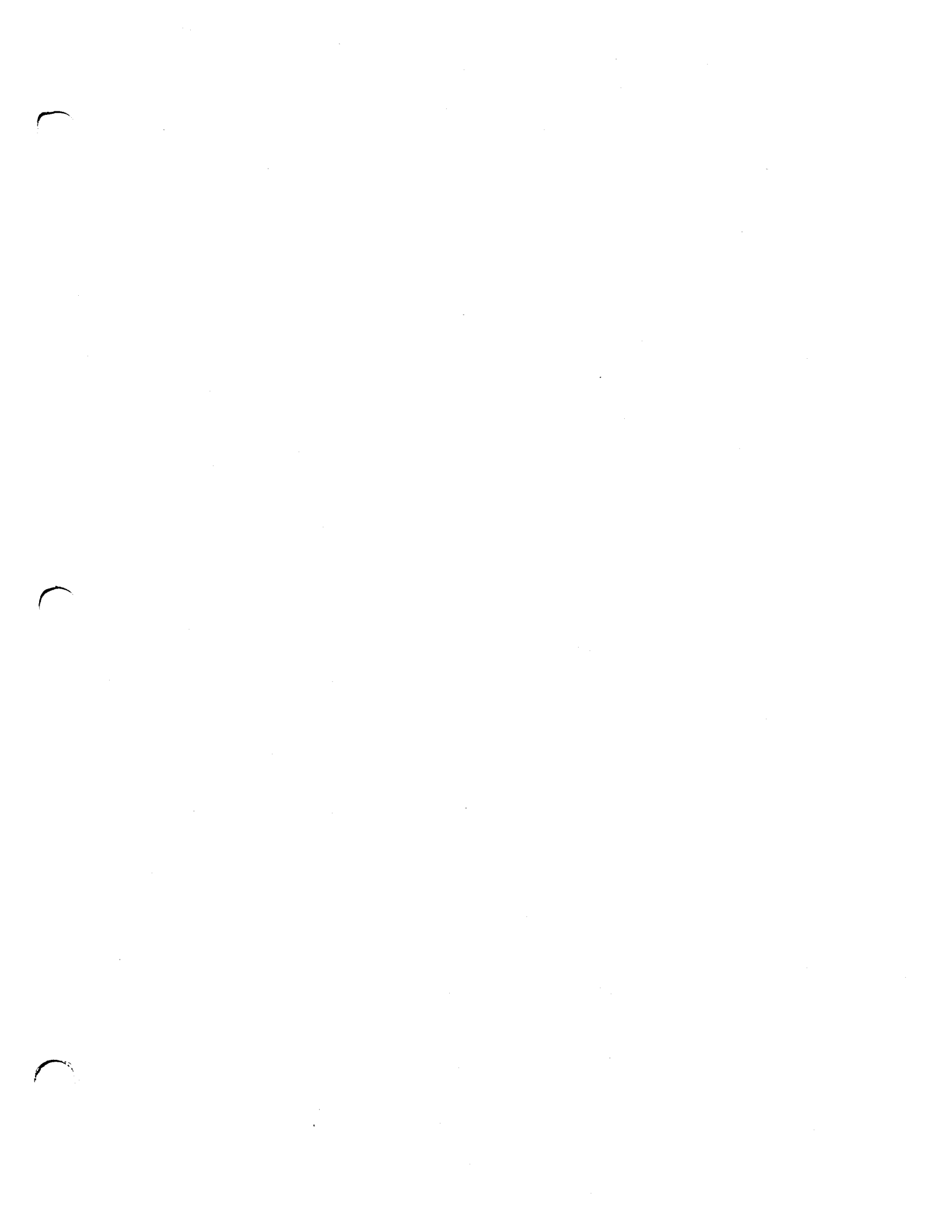
Crompton Manufacturing Co., Inc.

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_





**Execution**

**SHARED SERVICES AGREEMENT**

**Between**

**U.S. Filter Operating Services, Inc.,**

**and**

**Naugatuck Environmental Technologies LLC,**

**with the approval of**

**The Water Pollution Control Authority of the Borough of  
Naugatuck, and**

**the Borough of Naugatuck, Connecticut**

**dated as of**

**October 25, 2001**

**Table of Contents**

Article 1. DEFINITIONS AND INTERPRETATION ..... 2

    Section 1.01 Definitions..... 2

    Section 1.02 Interpretation..... 16

        (a) References Hereto. .... 16

        (b) Gender and Plurality. .... 16

        (c) Persons. .... 16

        (d) Headings..... 16

        (e) Entire Agreement. .... 16

        (f) Causing Performance. .... 17

        (g) Party Bearing the Cost of Performance..... 17

        (h) Assistance..... 17

        (i) Prudent Industry Practice. .... 17

        (j) Severability. .... 17

        (k) Drafting Responsibility. .... 17

        (l) No Third Party Rights. .... 18

        (m) References to Treatment. .... 18

        (n) References to Incineration..... 18

        (o) References to Days..... 18

        (p) References to Including..... 18

        (q) Counterparts. .... 18

        (r) Governing Law..... 18

        (s) Defined Terms..... 18

Article 2. TERM ..... 18

    Section 2.01 Effective Date and Initial Term. .... 18

Article 3. CONTRACT SERVICES .....	18
Section 3.01 Plant Sludge Incineration and Disposal Services.....	18
(a) Acceptance and Treatment of Plant Sludge. ....	19
(b) Priority of Plant Sludge.....	19
(c) Testing.....	19
(d) Metering and Weighing. ....	19
(e) Releases, Spills and Leaks. ....	19
(f) Avoidance of Hazardous Incinerator Residuals.....	19
(g) Disposal of Incinerator Residuals. ....	20
(h) Incineration Facilities Temporary Shutdown.....	20
(i) Indefinite or Permanent Incineration Facilities Shutdown.....	20
(j) Unacceptable Plant Sludge.....	20
(k) Circumstances Affecting NET Compliance with Performance Obligations.....	20
Section 3.02 Incineration Process Filtrate Treatment Services. ....	21
(a) Acceptance and Treatment of Incineration Process Filtrate. ....	21
(b) Plant Effluent. ....	22
(c) Testing.....	22
(d) Metering and Weighing. ....	22
(e) Releases, Spills and Leaks. ....	22
(f) Unacceptable Incineration Process Filtrate.....	22
(g) Circumstances Affecting USFOS Compliance with Performance Obligations.....	23
Section 3.03 Administrative Services. ....	24
(a) Staffing.....	24
(b) Accounting, Billing and Collection Services. ....	24
(c) USFOS Responsibilities.....	24



(d) Relationship Between USFOS and NET.....	25
(e) Legal Compliance and Indemnity.....	25
ARTICLE 4. SERVICE FEES.....	25
Section 4.01 Plant Sludge Service Fee.....	25
(a) Initial Plant Sludge Service Fee.....	25
(b) Initial Plant Sludge Fee Rate.....	26
(c) Adjustment of Plant Sludge Fee Rate.....	26
Section 4.02 Incinerator Filtrate Service Fee.....	26
(a) Initial Incinerator Filtrate Service Fee.....	26
(b) Initial Incinerator Filtrate Fee Rate.....	26
(c) Adjustment of Incinerator Filtrate Fee Rate.....	26
Section 4.03 Administrative Services Fee.....	26
(a) Initial Administrative Services Fee.....	26
(b) Adjustment of Administrative Services Fee.....	26
(c) Scope of Services Adjustment.....	26
Section 4.04 Adjustment Factor.....	26
Section 4.05 Billing and Payments.....	27
(a) USFOS Billing.....	27
(b) NET Billing.....	27
(c) Payments.....	27
(d) Billing Disputes.....	27
Section 4.06 Adjustments to Service Fees.....	27
ARTICLE 5. DEFAULT AND REMEDIES.....	28
Section 5.01 Remedies for Breach.....	28
Section 5.02 USFOS Events of Default.....	28

Section 5.03 NET Event of Default .....	29
Section 5.04 Termination Rights .....	29
Section 5.05 Survival of Certain Provisions Upon Termination. ....	29
Section 5.06 No Waivers. ....	29
Section 5.07 No Consequential or Punitive Damages. ....	30
Section 5.08 Dispute Resolution.....	30
(a) Forum for Dispute Resolution.....	30
(b) Cost of Legal Proceedings. ....	30
(c) Non-Binding Mediation. ....	30
Article 6. INSURANCE, UNCONTROLLABLE CIRCUMSTANCES AND INDEMNIFICATION.....	31
Section 6.01 Required Insurance. ....	31
(a) USFOS Required Insurance.....	31
(b) NET Required Insurance.....	31
Section 6.02 Uncontrollable Circumstances.....	31
(a) Relief from Obligations.....	31
(b) Notice and Mitigation. ....	32
(c) Conditions to Performance and Service Fee Relief. ....	32
(d) Claim Procedure.....	32
Section 6.03 Indemnification by USFOS to NET.....	33
Section 6.04 Indemnification by NET to USFOS.....	33
Article 7. MISCELLANEOUS PROVISIONS.....	33
Section 7.01 Relationship Between the Parties.....	33
Section 7.02 Interest on Overdue Obligations. ....	34
Section 7.03 Cost Substantiation. ....	34
(a) Substantiating Non-Fixed Costs.....	34

(b) Cost Substantiation Certificate.....	34
(c) Technical Services .....	34
(d) Mark-Up.....	35
(e) Evidence of Costs Incurred .....	35
Section 7.04 Assignment; Termination of Certain Obligations.....	35
(a) Assignment.....	35
(b) Termination of Certain Obligations. ....	35
Section 7.05 Binding Effect.....	35
Section 7.06 Amendment and Waiver. ....	35
Section 7.07 Notices. ....	36
(a) Procedure. ....	36
(b) USFOS Notice Addresses. ....	36
(c) NET Notice Address. ....	36
Section 7.08 Further Assurances.....	37

**SHARED SERVICES AGREEMENT**

This SHARED SERVICES AGREEMENT is made and entered into as of this 25th day of October, 2001, by and between U.S. Filter Operating Services, Inc., a corporation organized and existing under the laws of the State of Delaware and authorized to do business in the State of Connecticut ("USFOS"), and Naugatuck Environmental Technologies LLC, a limited liability company organized and existing under the laws of the State of Connecticut and authorized to do business in the State of Connecticut ("NET"), with the approval of the Water Pollution Control Authority of the Borough of Naugatuck, a water pollution control authority established by the Borough of Naugatuck pursuant to Chapter 103 of the Connecticut General Statutes (the "WPCA") and the Borough of Naugatuck, Connecticut (the WPCA and Borough of Naugatuck are collectively referred to herein as the "Borough").

**RECITALS**

A. The Borough owns the Borough of Naugatuck wastewater treatment plant (the "Plant" as more particularly defined below) and the Borough of Naugatuck sludge incineration facilities (consisting of the dedicated merchant wastewater and septage holding tanks, the sludge dewatering building and equipment, the sludge incinerators, and the ash lagoons).

B. The Borough of Naugatuck wastewater treatment plant and the Borough of Naugatuck sludge incineration facilities are being operated by USFOS under an Interim Services Contract for Wastewater Treatment System Asset Management dated as of April 12, 2001, ("Interim Services Contract") which expires on April 30, 2002 or such earlier time as provided in such Interim Services Contract.

C. The Borough and USFOS have entered into that Service Agreement for Wastewater Treatment System Capital Improvements and Asset Management dated as of October 25, 2001, (the "WWTP Service Agreement") providing for the management, operation, maintenance, repair and replacement by USFOS of the Managed Assets, including the Borough of Naugatuck wastewater treatment plant, and the permitting, design, construction, starting up, testing and acceptance of certain initial capital improvements to such Managed Assets.

D. The Borough and NET have entered into that Incineration Facilities Lease Agreement dated as of October 25, 2001, (the "Incineration Facilities Lease") providing for the lease to NET of the Incineration Facilities together with certain easements, and the management, operation, maintenance, repair and replacement by NET of the Incineration Facilities for the term of the Incineration Facilities Lease, and the design, construction, starting up, testing and acceptance of certain initial capital improvements to the Incineration Facilities.

E. The Incineration Facilities currently provide for the incineration of Plant Sludge and certain other System Residuals produced by the Managed Assets, as well as the receipt, treatment and incineration of Crompton Sludge, Merchant Sludge, and Merchant Septage and Wastewater.

F. The Plant currently provides for the receipt and treatment of Incineration Process Filtrate produced by the Incineration Facilities.

G. Following completion of certain initial capital improvements, the Managed Assets will include a SCADA system that will provide for data gathering and telemetry of both the Managed Assets and the Incineration Facilities, and thus will provide shared data management services for the Managed Assets and Incineration Facilities.

H. The current staff operating the Managed Assets and Incineration Facilities are employed by USFOS, and a portion of the time expended by a number of such staff members is divided between activities at the Managed Assets and activities at the Incineration Facilities, such that it would not be practical or cost-effective to assign and transfer certain of such staff exclusively to either the Managed Assets or the Incineration Facilities. Accordingly, it is the desire of USFOS and NET to provide a mechanism for sharing the services of such staff.

I. It is the desire of USFOS and NET, with the approval of the Borough, to provide for the provision and exchange of certain shared services between USFOS and NET in their respective operations of the Managed Assets and Incineration Facilities.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto, intending to be legally bound, agree as follows:

#### **Article 1. DEFINITIONS AND INTERPRETATION**

**Section 1.01 Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below, and any other capitalized terms shall have the meanings set forth in the WWTP Service Agreement and the Incineration Facilities Lease:

“Acceptable Disposal Site” means either a sanitary landfill or other waste disposal or management facility (other than land application of sludge), which: (1) is operated in accordance with good engineering practice and Applicable Law (as applicable to waste disposal facilities disposing of such waste materials); (2) is located in the United States; (3) is not listed on or proposed for listing on any federal or State list of sites, such as but not limited to the National Priority List under CERCLA, maintained for the purpose of designating landfills or other sites which are reasonably expected to require remediation on account of the release or threat of release of Hazardous Materials; (4) is being operated at the time of disposal or delivery in accordance with Applicable Law as evidenced by the absence of any unresolved regulatory sanctions or any significant enforcement actions with respect to material environmental matters; (5) has committed by written agreement of the owner or operator to receive System Residuals originating at the Managed Assets or Incinerator Residuals originating at the Incineration Facilities; and (6) is not under any executive or judicial order barring receipt of System Residuals originating at the Managed Assets or Incinerator Residuals from any region which includes the Borough.

“Acceptable Incineration Process Filtrate” means Incineration Process Filtrate that does not constitute or contain an Unacceptable Substance.

“Acceptable Plant Sludge” means Plant Sludge other than Unacceptable Plant Sludge.

“Adjustment Factor” has the meaning specified in Section 4.04.

“Affiliate” means any person directly or indirectly controlling or controlled by another person, corporation or other entity or under direct or indirect common control with such person, corporation or other entity.

“Agreement” means this Shared Services Agreement between USFOS and NET, and approved by the Borough, including the Appendices, as the same may be amended or modified from time to time in accordance herewith.

“Appendix” means any of the Appendices attached to this Agreement, as the same may be amended or modified from time to time in accordance with the terms hereof.

“Applicable Law” means: (1) any federal, state or local law, code or regulation; (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation schedule, or other order of any Governmental Body having appropriate jurisdiction; (3) any established interpretation of law or regulation utilized by an appropriate regulatory Governmental Body if such interpretation is documented by such regulatory body and generally applicable; (4) any Governmental Approval; and (5) any consent order or decree, settlement agreement or other similar agreement between the Borough and the DEP or EPA, in each case having the force of law and applicable from time to time: (a) to the siting, design, acquisition, construction, equipping, financing, ownership, possession, startup, testing, acceptance, operation, maintenance, repair, replacement or management of the Managed Assets or the Incineration Facilities; (b) to the conveyance, treatment, storage or discharge of the influent to or the effluent of the Managed Assets; (c) to the conveyance, treatment, storage and incineration of sludge; (d) to the air emissions from Managed Assets or Incineration Facilities; (e) to the transfer, handling, processing, transportation or disposal of ash and other residuals produced by the Incineration Facilities; and (f) to the transfer, handling, processing, transportation, incineration or disposal of sludge and other residuals produced by the Managed Assets. Applicable Law shall include the NPDES Permit, 503 Permit, the Consent Order, the Title V Permit, the Incinerator Air Permits, the 503 Regulations and the Sewer Use Regulations, but shall be deemed not to include the Excluded Conditions.

“Bankruptcy Code” means the United States Bankruptcy Code, 11 U.S.C. 101, et seq., as amended from time to time and any successor statute thereto. “Bankruptcy Code” shall also include (1) any similar state law relating to bankruptcy, insolvency, the rights and remedies of creditors, the appointment of receivers or the liquidation of companies and estates that are unable to pay their debts when due, and (2) in the event the Guarantor is incorporated or otherwise organized under the laws of a jurisdiction other than the United States, any similar insolvency or bankruptcy code applicable under the laws of such jurisdiction.

“Billing Period” means each calendar month, except that (1) the first Billing Period shall begin on the Commencement Date and shall continue to the last day of the month in which the Commencement Date occurs and (2) the last Billing Period shall end on the last day of the Term of this Agreement. Any computation made on the basis of a Billing Period shall be adjusted on a pro rata basis to take into account any Billing Period of less than the actual number of days in the month to which such Billing Period relates.

“Biochemical Oxygen Demand” or “BOD<sub>5</sub>” means the five-day measure of the amount of oxygen required for the stabilization of decomposable carbonaceous organic matter and the biooxidation of nitrogenous material under aerobic conditions, the analysis of which shall conform to 40 CFR 136, *Guidelines Establishing Test Procedures for the Analysis of Pollutants*, unless other test procedures have been specified in the NPDES Permit.

“Borough” means, collectively, the Borough of Naugatuck, a political subdivision of the State of Connecticut, and the Water Pollution Control Authority of the Borough of Naugatuck, a water pollution control authority established by the Borough of Naugatuck pursuant to Chapter 103 of the Connecticut General Statutes.

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 *et seq.*, and applicable regulations promulgated thereunder, each as amended from time to time.

“Change in Law” means any of the following acts, events or circumstances to the extent that compliance therewith materially increases the cost of performing or materially increases the scope of a party's obligations hereunder:

(a) the adoption, amendment, promulgation, issuance, modification, repeal or written change in administrative or judicial interpretation of any Applicable Law on or after the Contract Date;

(b) the order or judgment of any Governmental Body issued on or after the Contract Date (unless such order or judgment is issued to enforce compliance with Applicable Law which was effective as of the Contract Date) to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of USFOS or NET, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(c) the denial of an application for, a delay in the review, issuance or renewal of, or the suspension, termination, or interruption of any Governmental Approval, or the imposition of a term, condition or requirement which is more stringent or burdensome than the Contract Standards in effect as of the Contract Date in connection with the issuance, renewal or failure of issuance or renewal of any Governmental Approval, to the extent that such occurrence is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of USFOS or NET, whichever is asserting the

occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such occurrence shall not be construed as such a willful or negligent action or lack of reasonable diligence.

It is specifically understood, however, that a change in the nature or severity of the actions typically taken by a Governmental Body to enforce compliance with Applicable Law which was effective as of the Contract Date shall not constitute a "Change in Law".

"Clean Water Act" means the Clean Water Act (formally referred to as the Federal Water Pollution Control Act), 33 U.S.C. §1251 *et seq.*, and applicable regulations promulgated thereunder, each as amended from time to time.

"Collection System" means the Borough's wastewater collection system as described in Appendix 1 of the WWTP Service Agreement.

"Commencement Date" means the first date on which all of the Commencement Date Conditions shall have been satisfied or waived, as agreed to in writing by the parties thereto in accordance with Section 4.4 of the WWTP Service Agreement and Section 4.4 of the Incineration Facilities Lease.

"Commencement Date Conditions" has the meaning specified in Section 4.3 of the WWTP Service Agreement and Section 4.3 of the Incineration Facilities Lease.

"Community Septage" means Septage from the Borough and the Participating Entities which is delivered to the Plant other than through the Collection System, except for Middlebury Septage which is delivered to the Incineration Facilities as provided in the Incineration Lease Agreement.

"Consent Order" means the Consent Order No. 1626 entered into by the Borough and the DEP, dated February 5, 2001, and attached to the Incineration Lease Agreement as a Reference Document, relating to the compliance of nitrogen oxide emissions from the Incineration Facilities with Applicable Law.

"Consumables" means fuel oil, diesel fuel, liquid chlorine, liquid sulfur dioxide, liquid defoamant, quick lime, lubricants, polymers, office supplies and other chemicals, fuels, materials, supplies and similar consumables used in connection with the operation of the Managed Assets or the Incineration Facilities.

"Consumer Price Index" or "CPI" means the final reported non-seasonally adjusted Consumer Price Index as reported by the U.S. Department of Labor, Bureau of Labor Statistics, for Metropolitan Areas in the Northeast Region of the United States with populations less than 1.5 million people.

"Contract Date" has the meaning specified in Section 1.1 to each of the WWTP Service Agreement and Incineration Facilities Lease.

"Contract Services" means those services that USFOS agrees to provide NET, or that NET agrees to provide USFOS, under the terms of this Agreement.



“Contract Year” means the Borough's fiscal year commencing on July 1 in any year and ending on June 30 of the following year; provided, however, that the first Contract Year shall commence on the Commencement Date and shall end on the following June 30, and the last Contract Year shall commence on July 1 prior to the date this Agreement expires or is terminated, whichever is appropriate, and shall end on the last day of the Term of this Agreement or the effective date of any termination, whichever is appropriate. Any computation made on the basis of a Contract Year shall be adjusted on a pro rata basis to take into account any Contract Year of less than 365/366 days.

“Cost Substantiation” has the meaning specified in Section 16.4 of the WWTP Service Agreement and Section 17.4 of the Incineration Facilities Lease.

“Crompton” or “CMCI” means the Crompton Manufacturing Company, Inc.

“Crompton Sludge” means all sludge generated from CMCI’s pretreatment plant and discharged to the Incineration Facilities for treatment and disposal pursuant to the Discharge and Access Agreement.

“Defined Functions” has the meaning set forth in Section 3.03(a).

“DEP” means the Connecticut Department of Environmental Protection or any predecessor or successor agency.

“Designated Disposal Site” has the meaning specified in subsection 8.3(B) of the WWTP Service Agreement and Section 9.2(B) of the Incinerations Facilities Lease..

“Discharge and Access Agreement” means the Discharge and Access Agreement, dated April 12, 2001, between the Borough and CMCI pertaining to the treatment of CMCI wastewater at the Plant, the disposal of Crompton Sludge at the Incineration Facilities and the use of the Access Road, and attached to the WWTP Service Agreement as a Reference Document.

“Effluent Requirement” means the numerical and narrative effluent limitations set forth in the NPDES Permit, or otherwise imposed under Applicable Law.

“Encumbrance” means any Lien, lease, mortgage, security interest, charge, judgment, judicial award, attachment or encumbrance of any kind with respect to the Managed Assets or the Incineration Facilities.

“EPA” means the United States Environmental Protection Agency and any successor agency.

“Event of Default” means a USFOS Event of Default or a NET Event of Default.

“Excluded Conditions” means those conditions of the NPDES Permit, the Consent Order and other Government Approvals which USFOS and NET are not required to perform under the WWTP Service Agreement and the Incineration Facilities

Lease. The Excluded Conditions are defined, respectively, in Appendix 9 to the WWTP Service Agreement and Appendix 9 to the Incineration Facilities Lease.

“Fees and Costs” means reasonable fees and expenses of employees, attorneys, architects, engineers, expert witnesses, contractors, consultants and other persons, and costs of transcripts, printing of briefs and records on appeal, copying and other reimbursed expenses, and expenses reasonably incurred in connection with investigating, preparing for, defending or otherwise appropriately responding to any Legal Proceeding.

“503 Permit” means the National Pollution Discharge Elimination System Sewage Sludge Incinerator Permit No. CTL000002 issued on October 14, 1994 and expiring on November 14, 1999.

“Governmental Approvals” means all orders of approval, permits, licenses, authorizations, consents, certifications, exemptions, registrations, rulings, entitlements and approvals issued by a Governmental Body of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Contract Services, including the NPDES Permit, the 503 Permit, the Consent Order, the Title V Permit and the Incinerator Air Permits.

“Governmental Body” means any federal, State, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction.

“Hazardous Incinerator Residuals” means any portion of the Incinerator Residuals which (i) constitutes a “hazardous waste” (as defined in RCRA or counterpart state environmental laws); or (ii) contains “hazardous substances” (as defined in CERCLA or counter party state environmental laws) or other Regulated Substances in such concentrations or volumes as to render the Incinerator Residuals that would normally be handled at a Designated Disposal Site unacceptable for treatment or disposal at such Designated Disposal Site.

“Hazardous Material” means any waste, substance, object or material deemed hazardous under Applicable Law, including without limitation “hazardous substances” as defined in CERCLA and “hazardous waste” as defined in RCRA.

“Hazardous System Residuals” means any portion of the System Residuals which (i) constitutes a “hazardous waste” (as defined in RCRA or counterpart state environmental laws); or (ii) contains “hazardous substances” (as defined in CERCLA or counter party state environmental laws) or other Regulated Substances in such concentrations or volumes as to render the Plant Sludge or other System Residuals that would normally be handled at the Incineration Facilities unacceptable for treatment or disposal at the Incineration Facilities, or would render the System Residuals that would normally be handled at a Designated Disposal Site unacceptable for treatment or disposal at such Designated Disposal Site.

“Incineration Facilities” means the facilities for the processing, incineration and disposal of Plant Sludge, Crompton Sludge and Merchant Sludge and Merchant Septage

and Wastewater, which are located on the Incineration Facilities Site adjacent to the Plant Site, including the dedicated merchant wastewater and septage holding tank, the sludge dewatering building and equipment, the sludge incinerators, air emissions control equipment and the ash lagoons, including the Initial Capital Improvements and any other Capital Modifications made thereto from time to time, as more specifically defined in the Incineration Facilities Lease.

“Incineration Facilities Lease” has the meaning set forth in Recital ¶ D.

“Incineration Facilities Site” means the parcel of real property on which the Incineration Facilities are located, as described in Appendix 1 of the Incineration Facilities Lease.

“Incineration Facilities Temporary Shutdown” means the shutdown of the Incineration Facilities by NET for scheduled or unscheduled maintenance and repair for reasons other than Uncontrollable Circumstances.

“Incineration Process Filtrate” means any wastewater generated from the operation of the Incineration Facilities, including filtrate resulting from Merchant Sludge and Merchant Septage and Wastewater dewatering operations, wastewater from the air emissions control equipment for the incinerators and quenchwater removed from the ash lagoons.

“Incinerator Filtrate Fee Rate” has the meaning set forth in Section 4.02.

“Incinerator Filtrate Service Fee” has the meaning set forth in Section 4.02.

“Incinerator Residuals” means all ash residue generated from the incineration of Incinerator Sludge by the Incineration Facilities, Incineration Process Filtrate, and any liquid or solid material resulting from incineration, partial incineration or by-passing of Incinerator Sludge which requires disposal under Applicable Law.

“Initial Term” has the meaning specified in Section 2.01.

“Legal Proceeding” means any action, suit, litigation, arbitration, administrative proceeding, or other legal or equitable proceeding having a bearing upon this Agreement, and all appeals therefrom.

“Lien” means any and every lien against the Managed Assets or the Incineration Facilities or against any monies due or to become due from the Borough to USFOS or NET under this WWTP Service Agreement or the Incineration Facilities Lease, for or on account of the Contract Services, including without limitation mechanics', materialmen's, laborers' and lenders' liens.

“Loss-and-Expense” means any and all actual loss, liability, forfeiture, obligation, damage, fine, penalty, judgment, deposit, charge, cost or expense, including all Fees and Costs, except as explicitly excluded or limited under any provision of this Agreement.

“Managed Assets” means the those facilities defined as the “Managed Assets” in the WWTP Service Agreement.

“Merchant Septage and Wastewater” means all septage and wastewater received for treatment and disposal at the Incineration Facilities including Septage from the Town of Middlebury.

“Merchant Sludge” means all liquid and dewatered sludge, other than Plant Sludge, received for disposal at the Incineration Facilities.

“NET Event of Default” has the meaning set forth in Section 5.03.

“NET Indemnified Party” means NET, any member of NET, and their respective officers, directors, managers, shareholders, employees and agents.

“NPDES Permit” means National Pollutant Discharge Elimination System Permit No. CT0100641 issued on August 7, 2001 and expiring on August 7, 2006, and attached to the WWTP Agreement as a Reference Document.

“Odor Control Plan” means the plan for controlling odor at the Managed Assets and at the Incineration Facilities as set forth in Appendix 16 to the WWTP Service Agreement and Appendix 16 to the Incineration Facilities Lease.

“Overdue Rate” means the maximum rate of interest permitted by the laws of the State, if applicable, or the Prime Rate plus 2%, whichever is lower.

“Participating Entities” means the Town of Oxford, the Town of Middlebury, the Town of Beacon Falls, CMCI and any other entity which the Borough may contract with from time to time for the treatment and disposal of wastewater, septage or materials at the Plant. The contracts between the Borough and the Participating Entities are attached to the WWTP Service Agreement as Reference Documents.

“Pass-Through” has the meaning set forth in 40 C.F.R. Part 403.

“Plant” or “WWTP” means the Borough of Naugatuck Wastewater Treatment Plant and the real property on which it is located described in Appendix 1 of the WWTP Service Agreement, consisting generally of that separate and contiguous part of the System comprised of buildings, structures and equipment (including the raw sewage pump station and screening building), and the roads, grounds, fences and landscaping appurtenant thereto, utilized for preliminary treatment, primary treatment, secondary treatment and advanced biological treatment (nitrification) of System Influent, Plant Effluent disinfection and dechlorination, Plant Sludge storage, laboratory functions and administration and management of the Managed Assets, including the Initial Capital Improvements and any other Capital Modifications made thereto from time to time.

“Plant Effluent” means wastewater discharged from the Plant.

“Plant Site” means the parcel of real property described in Appendix 1 to the WWTP Service Agreement on which the Plant is located.

“Plant Sludge” means all liquid and dewatered sludge generated from the treatment of System Influent by the Plant.

“Plant Sludge Fee Rate” has the meaning set forth in Section 4.01

“Plant Sludge Service Fee” has the meaning set forth in Section 4.01.

“Pre-Existing Environmental Condition” means, and is limited to, (1) the presence anywhere in, on or under the Managed Assets or the Incineration Facilities on the Contract Date of underground storage tanks (for the storage of chemicals or petroleum products) that are not then in use in connection with operation of the Managed Assets or the Incineration Facilities; and (2) the presence of Hazardous Materials or Regulated Substances in environmental media anywhere in, on or under the Managed Assets or Incineration Facilities (including the presence in surface water, groundwater, soils, or subsurface strata) as of April 16, 2001, whether or not disclosed to USFOS or NET.

“Prime Rate” means the prime rate as published in The Wall Street Journal (Eastern Edition), or a mutually agreeable alternative source of the prime rate if it is no longer published in The Wall Street Journal (Eastern Edition) or the method of computation thereof is substantially modified.

“Prudent Industry Practice” means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as prudent in the operation, maintenance, repair, replacement and management of municipal wastewater treatment facilities and sludge incineration facilities in the municipal wastewater treatment and sludge incineration industry as practiced in the northeast region of the United States.

“RCRA” means the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*, and applicable regulations promulgated thereunder, each as amended from time to time.

“Regulated Substance” means (a) any oil, petroleum or petroleum product and (b) any pollutant, contaminant, hazardous substance, hazardous material, toxic substance, toxic pollutant, solid waste, municipal waste, industrial waste, or hazardous waste that is defined as such by and is subject to regulation under any Applicable Law.

“SCADA” means, in the context of data gathering and telemetry systems, “Supervisory Control and Data Acquisition.”

“Septage” means the liquid and solid material pumped from a septic tank, cesspool or similar domestic sewage treatment system or a holding tank.

“Service Fee” shall mean the Plant Sludge Service Fee, the Incinerator Filtrate Service Fee, and the Administrative Services Fee.

“Service Staff” has the meaning set forth in Section 3.03(a).

“Sewer Influent” means all flows reaching the Plant through the System from all connected sources, including residential, commercial, municipal and industrial sources. Sewer Influent includes wastewater, infiltration and inflows, pretreatment flow from the Participating Entities and landfill leachate from the Laurel Park Superfund Site, but does not include Community Septage.

“Side Streams” means any material other than Plant Sludge (including Side Streams produced within the Collection System) which is, or at any time has been, a part of the System Influent and that ultimately is required to be disposed of in a manner other than that approved for Plant Effluent including, but not limited to, grit (detritus), screenings, scum, grease, and liquid byproducts and waste streams from intermediate treatment processing.

“Subcontractor” means every person (other than employees of the USFOS or NET) employed or engaged by USFOS or NET or any person directly or indirectly in privity with the USFOS or NET (including all subcontractors and every sub-subcontractor of whatever tier) for any portion of the Contract Services, whether for the furnishing of labor, materials, equipment, supplies, services, or otherwise.

“System Influent” means Sewer Influent, Incineration Process Filtrate and Community Septage.

“System Residuals” means any solid, semi-solid or liquid residue or sludge removed during the treatment of System Influent by the Managed Assets, including Plant Sludge and Side Streams. System Influent and Plant Effluent shall not constitute System Residuals.

“Tax” means any tax, fee, levy, duty, impost, charge, surcharge assessment or withholding, or any payment-in-lieu thereof, and any related interest, penalty or addition to tax.

“Term” has the meaning set forth in Article 2.

“Termination Date” means the last day of the Term of this Agreement.

“Title V Permit” means the Title V Permit No. 109-0059-TV issued on November 27, 2000 and expiring on November 27, 2005, and attached to the Incineration Facilities Lease as a Reference Document.

“Total Suspended Solids” or “TSS” means solids that either float on the surface of, or are in suspension in wastewater, the analysis of which shall conform to 40 C.F.R. 136, *Guidelines Establishing Test Procedures for the Analysis of Pollutants*.

“Unacceptable Plant Sludge” means any Plant Sludge that constitutes Unacceptable Sludge.

“Unacceptable Sludge” means any sludge (including Plant Sludge, Crompton Sludge and Merchant Sludge) that contains any toxic, hazardous, explosive, flammable, volatile, reactive, corrosive or radioactive waste, material or substance in volumes or concentrations that:

(1) exceeds the limits set forth in the NPDES Permit, the 503 Permit, the Title V Permit, or any other NPDES permit or other Governmental Approval authorizing or governing acceptance of such sludge at the Incineration Facilities;

(2) endangers human health or safety;

(3) would cause air emissions from the Incineration Facilities, when operated in accordance with Prudent Industry Practice and the Contract Standards, to exceed the emission limitations set forth in the Title V Permit or otherwise imposed by Applicable Law; or

(4) would cause Incinerator Residuals to become a Hazardous Material that is not eligible for disposal at the Acceptable Disposal Site for normal Incinerator Residuals produced by the Incineration Facilities, if such result could not reasonably be prevented by the management of the Incineration Facilities in accordance with the Contract Standards.

“Unacceptable Substance” means any toxic, hazardous, chemical, industrial, explosive, flammable, volatile, reactive, corrosive or radioactive waste, material or substance (including “toxic pollutants” as defined in the Clean Water Act) which, alone or in combination with other substances, is contained in sufficiently high concentrations or volumes in System Influent received at the Plant so as:

(1) to cause an Interference, a Pass-Through or an Upset;

(2) to endanger human health or safety; or

(3) to cause System Residuals to become a Hazardous Material, if any such result could not reasonably have been prevented by the management of the Managed Assets in accordance with the Contract Standards.

“Uncontrollable Circumstance” means any act, event or condition that is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement, and that materially interferes with or materially increases the cost of performing its obligations hereunder (other than payment obligations), to the extent that such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement on the part of such party.

(1) Inclusions. Subject to the foregoing, Uncontrollable Circumstances shall include, and shall not be limited to, the following:

- (a) a Change in Law, except as otherwise provided in this Agreement;
- (b) the receipt of Excessive Influent at the Plant, subject to the terms of Section 6.5 of the WWTP Service Agreement;
- (c) the receipt of Hazardous Material at the Incineration Facilities, subject to the terms of Section 7.5 of the Incineration Facilities Lease;
- (d) the occurrence of an Interference, a Pass-Through or an Upset, in each case subject to the terms of Section 6.5 of the WWTP Service Agreement;
- (e) the existence of a Pre-Existing Environmental Condition;
- (f) the existence of a Specified Site Condition;
- (g) the existence of Hazardous System Residuals at the Managed Assets, subject to the terms of Section 6.5 of the WWTP Service Agreement;
- (h) the existence of Hazardous Incinerator Residuals at the Incineration Facilities, subject to the terms of Section 7.05 of the Incineration Facilities Lease;
- (i) contamination of the Managed Assets or Incineration Facilities from groundwater, soil or airborne Hazardous Material migrating respectively from sources outside the Managed Assets or Incineration Facilities to the extent not caused by the fault of the party seeking relief;
- (j) naturally occurring events (except weather conditions normal for the Borough) such as landslides, underground movement, earthquakes, lightning, fires, tornadoes, hurricanes, floods, epidemics, and other acts of God;
- (k) explosion, sabotage or similar occurrence, acts of a declared public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;
- (l) labor disputes, except labor disputes involving employees of USFOS or NET (which ever party is seeking relief), or their respective Affiliates, or Subcontractors which affect the performance of by such party of the Contract Services;
- (m) the failure of any Subcontractor, to furnish services, materials, chemicals or equipment on the dates agreed to, but only if such failure is the result of an event which would constitute an Uncontrollable Circumstance if it affected the USFOS or NET directly, and the party seeking relief is not able after exercising all reasonable efforts to timely obtain substitutes;
- (n) the failure of any appropriate Governmental Body or private utility having operational jurisdiction in the area in which the Managed Assets or Incineration Facilities



are located to provide and maintain Utilities to the Managed Assets which are required for the performance of the Contract Services;

(o) any failure of title to the Managed Assets or Incineration Facilities or any placement or enforcement of any Encumbrance on the Managed Assets or Incineration Facilities not consented to in writing by, or arising out of any action or agreement entered into by, the party adversely affected thereby;

(p) the preemption, confiscation, diversion or destruction of materials or services by a Governmental Body in connection with a public emergency or any condemnation or other taking by eminent domain of any material portion of the Managed Assets or Incineration Facilities;

(q) a violation of Applicable Law by a person other than the affected party or its Subcontractors;

(r) with respect to USFOS, any NET Fault and any Borough Fault and Borough-requested Change Orders issued under the WWTP Service Agreement not due to Company Fault; and

(s) with respect to NET, any USFOS Fault and any Lessor Fault or Lessor-requested Change Orders issued under the Incineration Facilities Lease not due to Lessee Fault.

(2) Exclusions. It is specifically understood that none of the following acts, events or circumstances shall constitute Uncontrollable Circumstances:

(a) any act, event or circumstance with respect to which USFOS or NET, respectively, has assumed the "as-is" risk under Section 5.4 of the WWTP Service Agreement or Section 6.4 of the Incineration Facilities Lease;

(b) receipt of Sewer Influent containing industrial wastewaters that comply with all applicable general pretreatment standards and any specific limitations set forth in any then-applicable pretreatment permit governing such industrial wastewaters so long as the receipt of any such wastewaters does not exceed the Plant Capacity;

(c) receipt of Crompton Sludge that is in compliance with any then-applicable pretreatment, subject to the provisions of 6.19 of the Incineration Facilities Lease;

(d) any act, event or circumstance that would not have occurred if the affected party had complied with its respective obligations hereunder, under the WWTP Service Agreement or under the Incineration Facilities Lease;

(e) changes in interest rates, inflation rates, wage rates, insurance costs, commodity prices, currency values, exchange rates or other general economic conditions, except as otherwise specifically provided in the WWTP Service Agreement or Incineration Facilities Lease;

(f) changes in the financial condition of the Borough, USFOS or NET, or their Affiliates or Subcontractors affecting the ability to perform their respective obligations under this Agreement, the WWTP Service Agreement or the Incineration Facilities Lease;

(g) the consequences of error, neglect or omissions by USFOS or NET, or their respective Subcontractors, Affiliates or any other person acting under them in the performance of the Contract Services;

(h) union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed at the Managed Assets or Incineration Facilities or otherwise increasing the cost to USFOS or NET of performing the Contract Services;

(i) any impact of prevailing wage or similar laws, customs or practices on USFOS's or NET's costs;

(j) weather conditions normal for the Borough;

(k) any surface or subsurface geotechnical or hydrological conditions, including without limitation the existence of compressible soil layers, masses, unstable soils, manmade deposits, and water table fluctuations not otherwise associated with an Uncontrollable Circumstance (other than Pre-Existing Environmental Conditions or Specified Site Conditions);

(l) mechanical failure of equipment to the extent not resulting from a condition that is listed in the "Inclusions" section of this definition;

(m) power failures to the extent not caused by third party Utilities or resulting from a condition that is listed in the "Inclusions" section of this definition;

(n) failure of USFOS or NET to secure patents which it deems necessary for the performance of the Contract Services;

(o) any failure or delay in obtaining DEP approval for operating staff reductions;

(p) any changes in electricity rates or costs, in the availability of electricity in the market for electricity, but not including any Change in Law relating to electricity;

(q) a Change in Law pertaining to Taxes, except to the extent provided in 12.12 of the WWTP Service Agreement and Section 13.11 of the Incineration Facilities Lease;

(r) after the Scheduled ICI Acceptance Date for the nitrogen removal system portion of the Initial Capital Improvements to the Managed Assets, any Change in Law relating to the Borough's TMDL compliance for total nitrogen; provided that such Change in Law does not result in a total nitrogen wasteload allocation that is more

stringent than the Borough's proposed total nitrogen wasteload allocation of 247.4 lbs/day on an average annual basis as of the Contract Date;

(s) any Change in Law (including the issuance of any Governmental Approval, the enactment of any statute, or the promulgation of any regulation) the terms and conditions of which do not impose more stringent or burdensome requirements on USFOS or NET than are imposed by the Contract Standards set forth in the WWTP Service Agreement and the Incineration Facilities Lease in effect as of the Contract Date.

“Upset” has the meaning set forth in 40 C.F.R. §122.41(n)(1).

“USFOS Event of Default” has the meaning set forth in Section 5.02.

“USFOS Indemnified Party” means USFOS and any officer, director, shareholder, employee, or agent of USFOS.

“Utilities” means any and all utility services and installations whatsoever (including gas, water, electricity, telephone, and telecommunications), and all piping, wiring, conduits, and other fixtures of every kind whatsoever related thereto or used in connection therewith.

“WWTP Service Agreement” has the meaning set forth in Recital ¶ C.

**Section 1.02 Interpretation.** In this Agreement notwithstanding any other provision hereof:

(a) References Hereto. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms refer to this Agreement; and the term “hereafter” means after, and the term “heretofore” means before, the Contract Date.

(b) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders, and words importing the singular number mean and include the plural number and vice versa.

(c) Persons. Words importing persons include firms, companies, associations, joint ventures, general partnerships, limited partnerships, limited liability corporations, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(d) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not affect its meaning, construction or effect.

(e) Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, this Agreement shall completely and fully supersede all other understandings and agreements among the parties with respect to such transactions.

(f) Causing Performance. A party shall itself perform, or shall cause to be performed, the obligations affirmatively undertaken by such party under this Agreement, subject to any limitations specifically imposed hereby with respect to Subcontractors or otherwise.

(g) Party Bearing the Cost of Performance. All obligations undertaken by each party hereto shall be performed at the cost of the party undertaking the obligation, unless the other party has explicitly agreed herein to bear all or a portion of the cost either directly or by reimbursement to the other party or through an adjustment to the fees and charges specified in this Agreement.

(h) Assistance. The obligations of a party to cooperate with, to assist or to provide assistance to the other party hereunder shall be construed as an obligation to use the party's personnel resources to the extent reasonably available in the context of performing their normal duties, and not to incur material additional overtime or third party expense unless requested and reimbursed by the assisted party.

(i) Prudent Industry Practice. Prudent Industry Practice shall be utilized hereunder, among other things, to implement and in no event displace or lessen the stringency of, the Contract Standards. In the event that, over the course of the Term of this Agreement, Prudent Industry Practice evolves in a manner which in the aggregate materially and adversely affects the cost of compliance therewith by the USFOS or NET, the party affected shall be relieved of its obligation to comply with such evolved Prudent Industry Practice (but not Prudent Industry Practice as of the Contract Date) unless the other party and the Borough agree to adjust fees and charges under this Agreement on a Cost-Substantiated basis to account for such additional costs. Except to the extent that USFOS or NET are relieved of their respective obligations to comply with such evolved Prudent Industry Practice, as provided above, in no event shall any evolution of Prudent Industry Practice, or any election by the other party or the Borough to pay or not pay any such additional costs, relieve the USFOS or NET of their respective obligations hereunder.

(j) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction, then the parties shall: (1) promptly negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effectuate the intent of the parties in the invalid clause, provision, subsection, Section or Article; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes, in substitution for or addition to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

(k) Drafting Responsibility. Neither party shall be held to a higher standard than the other party in the interpretation or enforcement of this Agreement as a whole or any portion hereof as a result of having assumed any drafting responsibility with respect to any portion of this Agreement or the Appendices hereto.

(l) No Third Party Rights. This Agreement is exclusively for the benefit of USFOS, NET, and the Borough and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other rights.

(m) References to Treatment. The terms "treat", "treated", "treatment", "treating" and any similar terms, when used with respect to Incineration Process Filtrate and other System Influent, shall mean and refer to the operation of the Managed Assets to receive, and treat System Influent and discharge Plant Effluent, all in accordance with the WWTP Service Agreement.

(n) References to Incineration. The terms "incinerate", "incinerated", "incinerating" and any similar terms, when used with respect to Incinerator Sludge, shall mean and refer to the operation of the Incineration Facilities to receive and incinerate Incinerator Sludge and dispose of Incinerator Residuals, all in accordance with the Incinerations Facilities Lease.

(o) References to Days. All references to days herein are references to calendar days.

(p) References to Including. All references to "including" herein shall be interpreted as meaning "including without limitation."

(q) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(r) Governing Law This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Connecticut.

(s) Defined Terms. The definitions set forth in Section 1.1 shall control in the event of any conflict with the definitions used in the recitals hereto.

## Article 2. TERM

**Section 2.01 Effective Date and Initial Term.** This Agreement shall become effective on the Contract Date, and shall continue in effect for 20 years following the Commencement Date (the "Term"), unless earlier terminated pursuant to the termination provisions of Section 5.04, in which event the Term shall be deemed to have ended as of the date of such termination. All rights, obligations, and liabilities of the parties hereto shall commence on the Contract Date, subject to the terms and conditions of this Agreement. At the end of the Term of this Agreement, all other obligations of the parties hereunder shall terminate, except as otherwise specifically set forth herein.

## Article 3. CONTRACT SERVICES

**Section 3.01 Plant Sludge Incineration and Disposal Services.** Subject to the terms and conditions of this Agreement, NET agrees to provide to USFOS the following Plant Sludge treatment services:

(a) Acceptance and Treatment of Plant Sludge. Except to the extent relieved as provided in Section 3.01(h), Section 3.01(i) or Section 3.01(k), NET agrees to accept all Acceptable Plant Sludge delivered by USFOS to the Incineration Facilities, to incinerate such Plant Sludge at the Incineration Facilities, and to dispose of the Incinerator Residuals resulting from the treatment of such Plant Sludge, in accordance with Applicable Law and Prudent Industry Practice.

(b) Priority of Plant Sludge. Acceptable Plant Sludge shall have and receive absolute first priority for receipt, incineration and disposal by the Incineration Facilities, and no contract or other arrangement made by the NET may be made or executed in a manner which abrogates this obligation.

(c) Testing. NET shall conduct all tests of Plant Sludge and Incinerator Residuals as required by the Incineration Facilities Lease.

(d) Metering and Weighing. NET shall maintain in good working order, and repair and replace when necessary, devices at the Incineration Facilities capable of (1) metering the continuous and daily total volume of Plant Sludge, (2) metering or weighing the daily amount of Incinerator Residuals leaving the Incineration Facilities for disposal, (3) metering the continuous and daily total amount of Incineration Process Filtrate, and (4) any other metering or weighing requirement imposed by Applicable Law. With the exception of third-party scales that are state-certified, USFOS and the Borough shall have full access to such meters, instruments, controls, recorders, scales and other metering and weighing devices. All operating data produced by such metering and weighing devices shall be subject to audit, and shall be summarized in the operations reports delivered to the Borough pursuant to Section 6.15 of the Incineration Facilities Lease, a copy of which shall be delivered concurrently to USFOS. All such metering and weighing devices operated or maintained by NET shall be calibrated to the accuracy required by, and shall be operated and maintained in accordance with the requirements of, the Contract Standards. All third party scales shall be state-certified. To the extent any metering or weighing device is incapacitated or is being tested, NET shall estimate as accurately as practicable the data required by the NET to perform its obligations under this Agreement. This estimate and methodology shall, with the approval of USFOS and the Borough, be used as the basis for determining the operating data required hereunder during the outage. USFOS and the Borough shall have the right to monitor, inspect and test such metering and weighing devices which are part of the Incineration Facilities at any time and for any purpose and to take measurements regarding Incinerator Sludge, Incinerator Residuals and Incineration Process Filtrate without unreasonably interfering with the NET's ordinary operations.

(e) Releases, Spills and Leaks. NET shall operate the Incineration Facilities in such a manner that Plant Sludge, Incinerator Residuals or Incineration Process Filtrate will not contaminate, or be release, leaked or spilled on or into the environment, other than as permitted by Applicable Law and shall undertake all cleanup or remediation measures with respect to such release, leak or spills as required by the Incineration Facilities Lease.

(f) Avoidance of Hazardous Incinerator Residuals. Except as excused by Uncontrollable Circumstances, NET shall operate the Incineration Facilities, subject to the terms and conditions of this Agreement and the Incinerator Facilities Lease, to produce Incinerator

Residuals that will not be classified as Hazardous Incinerator Residuals under any Applicable Law.

(g) Disposal of Incinerator Residuals. NET shall be responsible for the treatment, management, transportation and disposal at an Acceptable Disposal Site of Incinerator Residuals in a safe and environmentally sound manner and in accordance with the Contract Standards.

(h) Incineration Facilities Temporary Shutdown. In the event an Incineration Facilities Temporary Shutdown precludes the acceptance and incineration of Acceptable Plant Sludge pursuant to this Agreement, in consideration of payment of the Plant Sludge Service Fee, NET shall accept and arrange for temporary alternative treatment or disposal of the Acceptable Plant Sludge at an Acceptable Disposal Site.

(i) Indefinite or Permanent Incineration Facilities Shutdown. Except as provided in Section 4.01(h), in the event an Uncontrollable Circumstance affects the Incineration Facilities and results in a temporary or permanent shutdown of the Incineration Facilities, NET shall have the right to either suspend or terminate this Agreement.

If the provisions of this Service Contract are suspended during the pendency of a temporary shutdown of the Incineration Facilities under this Section, such provisions and services under this Service Agreement may be reinstated with the agreement of both USFOS and NET upon the cessation of the Uncontrollable Circumstances of the restart of the Incineration Facilities.

(j) Unacceptable Plant Sludge. In the event that USFOS delivers Unacceptable Plant Sludge to the Incineration Facilities, upon discovery of such circumstance, NET shall notify USFOS of such occurrence and shall temporarily store such Unacceptable Plant Sludge in accordance with the provisions of the Incineration Facilities Lease and Prudent Industry Practice. To the extent that such Unacceptable Plant Sludge cannot be incinerated at the Incineration Facilities, USFOS shall promptly arrange for the pickup, transportation and delivery of such Unacceptable Plant Sludge to an Acceptable Disposal Site and shall reimburse NET for any additional costs associated with management of such Unacceptable Plant Sludge in accordance with Section 3.01(k)(3).

(k) Circumstances Affecting NET Compliance with Performance Obligations.

(1) Relief Generally. NET shall be relieved of its performance obligations hereunder to the extent and for any period during which the operation of the Incineration Facilities is affected by the receipt of Unacceptable Plant Sludge, Unacceptable Sludge, the existence of Hazardous Incinerator Residuals or any other Uncontrollable Circumstance.

(2) Unacceptable Sludge or Hazardous Incineration Residuals. The receipt of Unacceptable Sludge or the existence of Hazardous Incinerator Residuals shall be considered an Uncontrollable Circumstance, and NET shall be entitled to relief from its performance obligations due to the receipt of Unacceptable Sludge or the

existence of Hazardous Incineration Residuals, if NET affirmatively demonstrates through contemporaneous operating logs, sampling logs or other relevant evidence that:

(i) the Unacceptable Sludge was actually received or the Hazardous Incinerator Residuals exist;

(ii) during the relevant period, NET was properly implementing the Trucked-In Materials Protocol established under the Incineration Facilities Lease;

(iii) during the relevant period, NET was following Prudent Industry Practice and the other Contract Standards with respect to monitoring of Incinerator Sludge and Incinerator Residuals and the operation of the Incineration Facilities; and

(iv) the Unacceptable Sludge or Hazardous Incinerator Residuals resulted in a violation of the NPDES Permit, the 503 Permit, the Title V Permit, the Incinerator Air Permits or any other Applicable Law or any other non-compliance with any performance obligation or guarantee.

(3) Effect on Fees. To the extent the occurrence of an Uncontrollable Circumstance was caused by the receipt of Unacceptable Plant Sludge, the Plant Sludge Service Fee shall be increased by an amount equal to the reasonable costs incurred by NET with respect to such Uncontrollable Circumstances, including without limitation the reasonable costs incurred by NET in responding to the effect of the Uncontrollable Circumstance on the Incineration Facilities and on the storage, treatment and disposal of Incinerator Residuals, but excluding (1) any such increased costs which would have been avoided had NET complied with any remedial measures required under Applicable Law and appropriate mitigating measures required by Section 6.02 of this Agreement and (2) any price relief related or allocated to the treatment of Plant Sludge afforded NET with respect to such Uncontrollable Circumstance pursuant to the Incineration Facilities Lease (it being understood that the price relief afforded NET under the Incineration Facilities Lease shall not be duplicated under this Agreement).

**Section 3.02 Incineration Process Filtrate Treatment Services.** Subject to the terms and conditions of this Agreement, USFOS agrees to provide to NET the following Incineration Process Filtrate treatment services:

(a) Acceptance and Treatment of Incineration Process Filtrate. Except to the extent relieved as provided in Section 3.02(g), USFOS agrees to accept all Acceptable Incineration Process Filtrate delivered by NET to the Plant and to treat such Acceptable Incineration Process Filtrate at the Plant in accordance with Applicable Law and Prudent Industry Practice.



(b) Plant Effluent. Except as excused by Uncontrollable Circumstances, USFOS shall operate the Plant, subject to the terms and conditions of this Agreement and the WWTP Service Agreement, to produce Plant Effluent meeting the Effluent Requirements.

(c) Testing. USFOS shall conduct all tests of Incineration Process Filtrate as required by the WWTP Service Agreement.

(d) Metering and Weighing. USFOS shall maintain in good working order, and repair and replace when necessary, devices at the WWTP capable of (1) metering the continuous and daily volume of Incineration Process Filtrate, (2) metering or weighing the daily amount of Plant Sludge leaving the Plant for disposal, and (3) any other metering or weighing requirement imposed by Applicable Law. With the exception of third-party scales that are state-certified, NET and the Borough shall have full access to such meters, instruments, controls, recorders, scales and other metering and weighing devices. All operating data produced by such metering and weighing devices shall be subject to audit, and shall be summarized in the operations reports delivered to the Borough pursuant to Section 5.15 of the WWTP Service Agreement, a copy of which shall be delivered concurrently to NET. All such metering and weighing devices operated or maintained by USFOS shall be calibrated to accuracy required by, and shall be operated and maintained in accordance with the requirements, of the Contract Standards. All third party scales shall be state-certified. To the extent any metering or weighing device is incapacitated or is being tested, USFOS shall estimate as accurately as practicable the data required by USFOS to perform its obligations under this Agreement. This estimate and methodology shall, with the approval of NET and the Borough, be used as the basis for determining the operating data required hereunder during the outage. NET and the Borough shall have the right to monitor, inspect and test such metering and weighing devices which are part of the Plant at any time and for any purpose and to take measurements regarding System Influent, Plant Effluent, System Residuals and Community Septage without unreasonably interfering with the USFOS's ordinary operations.

(e) Releases, Spills and Leaks. USFOS shall operate the Managed Assets in such a manner that Incineration Process Filtrate will not contaminate, or be released, leaked or spilled on or into the environment, other than as permitted by Applicable Law and shall undertake all cleanup or remediation measures with respect to such release, leak or spill as required by the WWTP Service Agreement.

(f) Unacceptable Incineration Process Filtrate. In the event that NET delivers Unacceptable Incineration Process Filtrate to the Plant Facilities, upon discovery of such circumstance, USFOS shall notify NET of such occurrence and shall temporarily store such Unacceptable Incineration Process Filtrate in accordance with the provisions of the WWTP Service Agreement and Prudent Industry Practice. To the extent that such Unacceptable Incineration Process Filtrate cannot be treated at the Plant, NET shall promptly arrange for the pickup, transportation and delivery of such Unacceptable Incineration Process Filtrate to an Acceptable Disposal Site and shall reimburse USFOS for any additional costs associated with management of such Unacceptable Incineration Process Filtrate in accordance with Section 3.02(g)(3).

Obligations. (g) Circumstances Affecting USFOS Compliance with Performance

(1) Relief Generally. USFOS shall be relieved of its performance obligations hereunder to the extent and for any period during which the operation of the Managed Assets is affected by the occurrence of an Upset, Interference or Pass-Through, the receipt of Excessive Influent or any other Uncontrollable Circumstance.

(2) Upsets, Interference or Pass-Through and Excessive Influent. The occurrence of an Upset, Interference or Pass-Through or the receipt of Excessive Influent shall be considered an Uncontrollable Circumstance, and USFOS shall be entitled to relief from its performance obligations due to the occurrence of an Upset, Interference or Pass-Through or the receipt of Excessive Influent, if USFOS affirmatively demonstrates through contemporaneous operating logs, sampling logs or other relevant evidence that:

(i) an Upset actually occurred (as demonstrated in accordance with the conditions set forth in 40 C.F.R. 122.41(n)(3) irrespective of whether an Upset is included in the NPDES Permit), Interference or a Pass-Through actually occurred or Excessive Influent was actually received;

(ii) during the relevant period, USFOS was following Prudent Industry Practices and the other Contract Standards with respect to monitoring of System Influent and the operation of the Managed Assets; and

(iii) the Upset, Interference or Pass-Through or Excessive Influent resulted in a violation of the NPDES Permit, or any other Applicable Law or any other non-compliance with any performance obligation.

(3) Effect on Fees. To the extent the occurrence of an Upset, Interference or Pass-Through or the receipt of Excessive Influent constitutes an Uncontrollable Circumstance, and such Uncontrollable Circumstance was caused by the receipt of Unacceptable Incinerator Filtrate, the Incinerator Filtrate Service Fee shall be increased by an amount equal to the reasonable costs incurred by USFOS with respect to such Uncontrollable Circumstances, including without limitation the reasonable costs incurred by USFOS in responding to the effect of the Uncontrollable Circumstance on the Managed Assets and on the treatment and disposal of Plant Effluent and System Residuals but excluding any such increased costs which would have been avoided had USFOS complied with any remedial measures required under Applicable Law and appropriate mitigating measures required by Section 6.02(b) of this Agreement.

**Section 3.03 Administrative Services.** Subject to the terms and conditions of this Agreement, USFOS agrees to provide to NET the following administrative services:

(a) Staffing. USFOS agrees to provide to NET certain personnel for the purpose of administration and operation of the Incineration Facilities, including supervisory, operation and maintenance personnel ("Service Staff"). USFOS agrees to provide up to eight (8) full-time equivalent Service Staff in accordance with the staffing plan attached hereto as Appendix A. (Under the staffing plan, certain marketing, administrative and other services may be provided by personnel designated from time to time by USFOS, and such designated Service Staff are not limited to personnel regularly posted at the Incineration Facilities or adjacent WWTP.) The Service Staff shall generally perform the following tasks under the direction of NET, which are more particularly set forth in the position descriptions attached hereto as Appendix B (collectively, the "Defined Functions"): administration and supervision of the Incineration Facilities; office support services; marketing services; repair, maintenance and operation of the Incineration Facilities. USFOS warrants that all Service Staff are qualified to perform the services for which they are provided, and that they possess all necessary training and professional certification or licensure, to the extent required by Applicable Law.

(b) Accounting, Billing and Collection Services. USFOS agrees to provide accounting, billing and collection services with respect to operations of the Incineration Facilities, including (i) accounts payable services (including receipt and accounting of bills, accounting for Incineration Facilities costs, preparation of checks, and associated accounting services); (ii) accounts receivable services (including preparation and distribution of bills to customers for Merchant Sludge and Merchant Septage and Wastewater services, receipt and accounting of payments from customers, tracking and accounting of receivables); and (iii) administrative services to seek collection of overdue accounts (but not including Legal Proceedings for collection of accounts receivable).

(c) USFOS Responsibilities.

(1) USFOS shall maintain all necessary personnel and payroll records for the Service Staff assigned to NET. In accordance with the USFOS personnel classification system, USFOS shall be responsible for payment of the Service Staff salaries, pension and other benefits.

(2) USFOS shall be responsible for its employees' wages and withhold applicable federal, state and local taxes, and Federal Social Security payments or other applicable social insurance. In no event shall NET be liable for taxes or social insurances incurred by USFOS in the course of providing the Defined Functions to NET.

(3) USFOS shall remit its employees withholdings to the proper government authorities and make employer contributions for FICA and national and state unemployment insurance payments.

(4) USFOS shall procure and will remain in effect throughout the life of this Agreement, Workers' Compensation or similar insurance in full limits as

required by statute covering personnel assigned to NET hereunder. If any direct claim for Workers' Compensation benefits is brought by any of said personnel, or, in the event of death, by their personal representatives, then USFOS shall indemnify and hold NET harmless from and against any such claim(s) to the extent of all benefits and awards, cost of litigation disbursements and reasonable attorney's fees NET may incur in connection therewith.

(d) Relationship Between USFOS and NET.

(1) The Service Staff, when providing the Defined Functions, shall be leased employees of NET, and NET shall direct and oversee the performance of the Defined Functions by the Service Staff.

(2) If NET is dissatisfied with the performance of the Service Staff, NET may notify USFOS in writing of such dissatisfaction and the reasons therefore. USFOS will replace the individual(s) that are subject to such notice of dissatisfaction within five (5) days or shall otherwise assure that such individual(s) perform services in a satisfactory manner.

(e) Legal Compliance and Indemnity.

(1) NET agrees to indemnify, defend and hold harmless USFOS, its directors, officers, agents and employees from and against any and all claims, demands, actions, causes of action, losses, judgments, damages, costs or expenses (including court costs, fees and settlement costs) (collectively "Claims") arising from the activities of the Service Staff in performing the Defined Services, except for any Claims related to bodily injury or death incurred by Service Staff which are covered by Worker's Compensation.

(2) USFOS shall comply with all applicable national, state and local laws including, but not limited to, the provisions of the Equal Employment Opportunity Act, and will indemnify and hold harmless NET, and its directors, officers, agents and employees, from and against any Claims arising out of any non-compliance violation or alleged non-compliance violation by USFOS of any such laws, including common law tort and wrongful discharge actions.

#### **Article 4. SERVICE FEES**

**Section 4.01 Plant Sludge Service Fee.** From and after the Commencement Date, USFOS shall pay to NET the Plant Sludge Service Fee as defined and calculated in this Section as compensation for NET performing the Plant Sludge incineration and disposal services provided under Section 3.01.

(a) Initial Plant Sludge Service Fee. The Plant Sludge Service Fee shall be calculated by multiplying the actual measured volume of Plant Sludge received in each month at

the Incineration Facilities (converted to a dry tons basis in accordance with Appendix C) times the Plant Sludge Fee Rate.

(b) Initial Plant Sludge Fee Rate. The Plant Sludge Fee Rate for the first Contract Year shall be \$211.00 per dry ton of Plant Sludge received at the Incineration Facilities.

(c) Adjustment of Plant Sludge Fee Rate. The Plant Sludge Fee Rate for each Contract Year after the first Contract Year shall be determined by multiplying (a) the Plant Sludge Fee Rate for the previous Contract Year, times (b) the Adjustment Factor.

**Section 4.02 Incinerator Filtrate Service Fee.** From and after the Commencement Date, NET shall pay to USFOS the Incinerator Filtrate Service Fee as defined and calculated in this Section as compensation for USFOS performing the Incineration Process Filtrate treatment services provided under Section 3.02.

(a) Initial Incinerator Filtrate Service Fee. The Incinerator Filtrate Service Fee shall be calculated by multiplying the actual measured volume of Incinerator Process Filtrate received in each month at the Plant times the Incineration Filtrate Fee Rate.

(b) Initial Incinerator Filtrate Fee Rate. The Incinerator Filtrate Fee Rate for the first Contract Year shall be \$0.5046 per thousand gallons of Incineration Process Filtrate received at the Plant.

(c) Adjustment of Incinerator Filtrate Fee Rate. The Incinerator Filtrate Fee Rate for each Contract Year after the first Contract Year shall be determined by multiplying (a) the Incinerator Filtrate Fee Rate for the previous Contract Year, times (b) the Adjustment Factor.

**Section 4.03 Administrative Services Fee.** From and after the Commencement Date, NET shall pay to USFOS the Administrative Services Fee as defined and calculated in this Section in compensation for USFOS performing the administrative services provided under Section 3.03.

(a) Initial Administrative Services Fee. The Administrative Services Fee for the First Contract Year shall be \$233,586.00 per year, prorated monthly.

(b) Adjustment of Administrative Services Fee. The Administrative Services Fee for each Contract Year after the first Contract Year shall be determined by multiplying (a) the Administrative Services Fee for the previous Contract Year, times (b) the Adjustment Factor.

(c) Scope of Services Adjustment. In the event that the number of full time equivalent Service Staff required to perform the Defined Functions is materially increased or decreased due to work load, the scope of services required, or changes to the DEP-approved staffing plan, USFOS and NET will negotiate an appropriate adjustment to the Administrative Services Fee.

**Section 4.04 Adjustment Factor.** The Adjustment Factor for purposes of this Agreement, when used with respect to any particularly Contract Year, shall be based on the percent change in the CPI over the immediately preceding 12-month period.

#### **Section 4.05 Billing and Payments.**

(a) USFOS Billing. USFOS shall submit to NET a monthly invoice for the Incinerator Filtrate Service Fee and the prorated monthly Administrative Services Fee by the fifteenth day of the month following the month in which the Contract Services are rendered. The monthly invoice shall contain data regarding the volume of Incinerator Process Filtrate received at the Plant, together with the calculation of the Incineration Filtrate Service Fee related thereto, and such other documentation or information as NET and the Borough may reasonably require.

(b) NET Billing. NET shall submit to USFOS a monthly invoice for the Plant Sludge Service Fee by the fifteenth day of the month following the month in which the Contract Services are rendered. The monthly invoice shall contain data regarding the volume of Plant Sludge received at the Incineration Facilities, together with the calculation of the dry ton equivalent of that volume and the Plant Sludge Service Fee related thereto, and such other documentation or information as USFOS and the Borough may reasonably require.

(c) Payments.

(1) If in any month, the amount of the USFOS monthly invoice exceeds the amount of NET monthly invoice, NET shall pay to USFOS the difference between the USFOS monthly invoice and the NET monthly invoice within 30 days following receipt of the USFOS monthly invoice.

(2) If in any month, the amount of the NET monthly invoice exceeds the amount of USFOS monthly invoice, USFOS shall pay to NET the difference between the USFOS monthly invoice and the NET monthly invoice within 30 days following receipt of the NET monthly invoice.

(3) An balances remaining unpaid after the dates for payment specified in Section 4.05(c)(1) or (c)(2) shall bear interest at the Overdue Rate.

(d) Billing Disputes. If either USFOS or NET disputes any amount billed by the other, then within 30 days of receiving the invoice containing any such disputed charge, the disputing party may either (1) pay the disputed amount when otherwise due, and provide the billing party with a written objections indicating the amount that is being disputed and the reasons for such objection, or (2) withhold payment of the disputed amount and provide the billing party with a written objection within the time when such amount would otherwise have been payable. When any billing dispute is finally resolved, any required payment by the disputing party to the billing party of amounts withheld, or any required reimbursement by the billing party to the disputing party of amount paid under protest, shall be made within 30 days of the date of resolution, with interest at the Overdue Rate from the date when such payment was originally due or such payment under protest was originally made.

**Section 4.06 Adjustments to Service Fees.** If any adjustment to the service fees set forth in this Article 4 is required pursuant to any provision of the Agreement, the party requesting the adjustment (USFOS or NET, as the case may be) shall submit to the other party a written statement setting forth the cause of the adjustment, the anticipated duration of the

adjustment, and the amount of the adjustment, as appropriate. Any request for adjustment shall be accepted or rejected by the party receiving the request within 45 days of receipt. If a receiving party does not notify the requesting party of its rejection and the reasons therefor within such 45 day period, the request shall be deemed approved. Any disputes regarding requested adjustments shall be resolved as set forth in Section 5.08.

## **Article 5. DEFAULT AND REMEDIES**

**Section 5.01 Remedies for Breach.** The Parties agree that, except as provided in Section 5.04 (relating to termination rights) in the event of either USFOS or NET breach this Agreement, the other party may exercise any legal rights it has under this Agreement and Applicable Law to recover damages or to secure specific performance, and that such rights to recover damages and to secure specific performance shall ordinarily constitute adequate remedies for any such breach. Each of the parties shall have the right to seek specific performance of this Agreement, it being understood that damages alone do not provide an adequate remedy.

**Section 5.02 USFOS Events of Default.** The following occurrences or failures shall constitute events of default by USFOS (a "USFOS Event of Default") under the terms of this Agreement:

(1) USFOS's failure, neglect or refusal to pay any service fee or other undisputed payment due under this Agreement, which continues for forty-five (45) days after written notice to USFOS.

(2) USFOS's unexcused failure to keep and perform any of USFOS's obligations or covenants under this Agreement, which failure or breach continues for forty-five (45) days after written notice thereof by NET to USFOS, unless the nature of the failure or breach is such that more than 45 days is required for its cure and USFOS has commenced such cure within such 45 day period and thereafter diligently prosecutes the same to completion.

(3) USFOS shall (1) make an assignment for the benefit of creditors; (2) file or acquiesce in a petition in any court (whether or not pursuant to any statute of the United States or of any state) in bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, or make an application in any such proceedings for, or acquiesce in, the appointment of a trustee or receiver for it or over all or any portion of its property; or (3) be subject to any petition filed against USFOS in any court (whether or not pursuant to any statute of the United States or of any state) in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings where: (x) USFOS shall thereafter be adjudicated as bankrupt or insolvent, or (y) such petition shall be approved by any such court, or (z) such proceedings shall not be dismissed, discontinued or vacated within ninety (90) days after such petition is filed.

**Section 5.03 NET Event of Default.** The following occurrences or failures shall constitute events of default by NET (a "NET Event of Default") under the terms of this Agreement:

(1) NET's failure, neglect or refusal to pay any service fee or other undisputed payment due under this Agreement, which continues for forty-five (45) days after written notice to NET.

(2) NET's unexcused failure to keep and perform any of NET's obligations or covenants under this Agreement, which failure or breach continues for forty-five (45) days after written notice thereof by USFOS to NET, unless the nature of the failure or breach is such that more than 45 days is required for its cure and NET has commenced such cure within such 45-day period and thereafter diligently prosecutes the same to completion.

(3) NET shall (1) make an assignment for the benefit of creditors; (2) file or acquiesce in a petition in any court (whether or not pursuant to any statute of the United States or of any state) in bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, or make an application in any such proceedings for, or acquiesce in, the appointment of a trustee or receiver for it or over all or any portion of its property; or (3) be subject to any petition filed against NET in any court (whether or not pursuant to any statute of the United States or of any state) in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings where: (x) NET shall thereafter be adjudicated as bankrupt or insolvent, or (y) such petition shall be approved by any such court, or (z) such proceedings shall not be dismissed, discontinued or vacated within ninety (90) days after such petition is filed.

**Section 5.04 Termination Rights.** In the event of an Event of Default, the other party may terminate this Agreement upon thirty (30) days' written notice to the defaulting party and the Borough. The right of termination as provided under this Section shall upon an Event of Default shall not be exclusive, and if the non-defaulting party terminates this Agreement upon an Event of Default, the non-defaulting party shall have the right to pursue a cause of action for actual damages and to exercise all other remedies which are available to it under this Agreement.

**Section 5.05 Survival of Certain Provisions Upon Termination.** The rights and obligations of the parties under the following provisions shall survive termination of this Agreement: (i) each of the party's indemnity obligations in this Agreement with respect to events that occurred prior to the termination of this Agreement; and (ii) the rights and obligations of the parties under Sections and Article 5; and (iii) all other provisions of this Agreement that so provide. No termination of this Agreement shall (1) limit or otherwise affect the respective rights and obligations of the parties accrued prior to the date of such termination, or (2) preclude either party from impleading the other party in any Legal Proceeding originated by a third-party (including the Borough) as to any matter occurring during the Term of this Agreement.

**Section 5.06 No Waivers.** No action of USFOS or NET pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall



constitute a waiver by either party of the other party's compliance with any term or provision of this Agreement. No course of dealing or delay by USFOS or NET in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the USFOS or NET under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

**Section 5.07 No Consequential or Punitive Damages.** In no event shall either party be liable to the other or obligated in any manner to pay to the other, except with respect to indemnification of Loss-and-Expense imposed as a result of a Legal Proceeding brought by a third party for which USFOS or NET is obligated to indemnify the other pursuant to the provisions of this Agreement, any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations under this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

**Section 5.08 Dispute Resolution.**

(a) Forum for Dispute Resolution. All Legal Proceedings relating to this Agreement or to any rights or any relationships between the parties arising therefrom may be heard by any court of competent jurisdiction, including the courts of the State of Connecticut or the Federal District Courts for Connecticut. USFOS and NET each expressly consents to the jurisdiction of the courts of the State of Connecticut or the Federal District Courts for Connecticut, waives any objection to the laying of jurisdiction of any such action or proceeding in such courts, and waives its right to a trial by jury.

(b) Cost of Legal Proceedings. Except as otherwise required by the indemnification obligations of this Agreement, each party shall bear its own costs and expenses in any Legal Proceeding. Notwithstanding the foregoing, each party retains its rights to bring any Legal Proceeding or to implead the other party as to any matter arising hereunder.

(c) Non-Binding Mediation. Either party may request non-binding mediation of any dispute arising under this Agreement, whether technical or otherwise, under the terms of this section. Upon initiation of such a request, the parties agree to enter into non-binding mediation under the procedures of this section for a period of 45 days, or such longer period as the parties may agree, and during such period each of the parties agrees to refrain from the filing of, or to stay the pendency of, any Legal Proceedings relating to such dispute.

(1) The mediator shall be a professional engineer, attorney or other professional mutually acceptable to the parties who has no current or on-going relationship to USFOS, NET or the Borough. The mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the mediator's program to resolve the dispute until and unless the parties reach agreement with respect to the disputed matter or the period for non-binding mediation has expired.

(2) Mediation is intended to assist the parties in resolving disputes over the interpretation of this Agreement. No mediator shall be empowered to render a binding decision.

(3) Except as explicitly set forth in this Section, nothing in this Section shall limit, interfere with or delay the right of any party to commence judicial Legal Proceedings upon a breach of this Agreement by the other party, whether in lieu of, concurrently with, or at the conclusion of any non-binding mediation.

## **Article 6. INSURANCE, UNCONTROLLABLE CIRCUMSTANCES AND INDEMNIFICATION**

### **Section 6.01 Required Insurance.**

(a) USFOS Required Insurance. At all times during the Term of this Agreement, USFOS shall obtain and maintain the Required Insurance as defined and required under Article XIV and Appendix 10 of the WWTP Service Agreement. NET shall be identified as an additional insured on all such Required Insurance (including Workers' Compensation insurance). Prior to the Commencement Date and within 60 days prior to the beginning of each Contract Year, USFOS shall furnish to NET certificates of insurance to confirm the continued effectiveness of the Required Insurance.

(b) NET Required Insurance. At all times during the Term of this Agreement, NET shall obtain and maintain the Required Insurance as defined and required under Article XV and Appendix 10 of the Incineration Facilities Lease. USFOS shall be identified as an additional insured on all such Required Insurance (excluding Workers' Compensation insurance). Prior to the Commencement Date and within 60 days prior to the beginning of each Contract Year, NET shall furnish to USFOS certificates of insurance to confirm the continued effectiveness of the Required Insurance..

### **Section 6.02 Uncontrollable Circumstances.**

(a) Relief from Obligations. Except as expressly provided under the terms of this Agreement, neither party to this Agreement shall be liable to the other for any loss, damage, delay, default or failure to perform any obligation to the extent it results from an Uncontrollable Circumstance. The parties agree that the relief for an Uncontrollable Circumstance described in this Section shall apply to all obligations in this Agreement, except to the extent specifically excluded by a particular provision hereunder, notwithstanding that such relief is specifically mentioned with respect to certain obligations in this Agreement but not other obligations. The occurrence of an Uncontrollable Circumstance shall not excuse or delay the performance of a party's obligation to pay monies previously accrued and owing under this Agreement, or to perform any obligation hereunder not affected by the occurrence of the Uncontrollable Circumstances. USFOS and NET shall pay to the other the respective Service Fees during the continuance of any Uncontrollable Circumstance, adjusted to account for any cost reductions achieved through mitigation measures required by Section 6.02(b), as well as for any cost increases to which USFOS or NET is entitled under Section 6.02.

(b) Notice and Mitigation. The party that asserts the occurrence of an Uncontrollable Circumstance shall notify the other party by telephone or facsimile, on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the occurrence thereof, followed within 15 days by a written description of: (1) the Uncontrollable Circumstance and the cause thereof (to the extent known); and (2) the date the Uncontrollable Circumstance began, its estimated duration, and the estimated time during which the performance of such party's obligations hereunder shall be delayed, or otherwise affected. As soon as practicable after the occurrence of an Uncontrollable Circumstance, the affected party shall also provide the other party with a description of: (1) the amount, if any, by which the Service Fee is proposed to be adjusted as a result of such Uncontrollable Circumstance; (2) any areas where costs might be reduced and the approximate amount of such cost reductions; and (3) its estimated impact on the other obligations of such party under this Agreement. The affected party shall also provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever an Uncontrollable Circumstance occurs, the party claiming to be adversely affected thereby shall, as promptly as practicable, use all reasonable efforts to eliminate the cause thereof, reduce costs resulting therefrom, mitigate and limit damage to the other party, and resume full performance under this Agreement. While the Uncontrollable Circumstance continues, the affected party shall give notice to the other party, before the first day of each succeeding month, updating the information previously submitted. The party claiming to be adversely affected by an Uncontrollable Circumstance shall bear the burden of proof, and shall furnish promptly any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the other party.

(c) Conditions to Performance and Service Fee Relief. If and to the extent that Uncontrollable Circumstances interfere with, delay or increase the cost of a party's the Contract Services in accordance herewith, the affected party shall be entitled to relief from its performance obligations, an increase in a Service Fee, or an extension of schedule which properly reflects the interference with performance, the amount of the increased cost, or the time lost as a result thereof, to the extent reasonably required by the event, and the affected party shall perform all other Contract Services. The proceeds of any Required Insurance available to meet any such increased cost, and the payment of any deductible by the affected party required to maintain such Required Insurance, shall be applied to such purpose prior to any determination of cost increase payable by the other party under this Section. Any cost reduction from normal operating costs included within the Service Fee achieved through the mitigating measures undertaken by the affected party pursuant to Section 6.02(b) upon the occurrence of an Uncontrollable Circumstance shall be reflected in a reduction of the amount by which a Service Fee would have otherwise been increased to reflect such mitigation measures, as applicable.

(d) Claim Procedure. In the event that a party believes it is entitled to any performance, price or schedule relief on account of any Uncontrollable Circumstance, it shall furnish the other party written notice of the specific relief requested and detailing the event giving rise to the claim within 30 days after the giving of notice delivered pursuant to Section 6.02(b), or if the specific relief cannot reasonably be ascertained and such event detailed, within such 30-day period, then within such longer period within which it is reasonably possible to detail the event and ascertain such relief. Within 30 days after receipt of such a timely submission from the affected party, the other party shall issue a written determination as to the

extent, if any, it concurs with the claim for performance, price or schedule relief, and the reasons therefor.

**Section 6.03 Indemnification by USFOS to NET.** USFOS shall indemnify, defend and hold harmless the NET Indemnified Parties from and against any and all Loss-and-Expense imposed as a result of any Legal Proceeding brought by a third party arising from (1) any unexcused failure by the USFOS to perform its obligations under this Agreement; or (2) the negligence or willful misconduct of USFOS or any of its officers, directors, employees, representatives, agents or Subcontractors (other than NET) in connection with this Agreement. USFOS shall not, however, be required to reimburse or indemnify any NET Indemnified Party for any Loss-and-Expense to the extent caused by the negligence or willful misconduct of any NET Indemnified Party or to the extent attributable to any Uncontrollable Circumstance. A NET Indemnified Party shall promptly notify USFOS of the assertion of any claim against it for which it is entitled to be indemnified hereunder, and USFOS shall have the right to assume the defense of the claim in any Legal Proceeding and to approve any settlement of the claim. These indemnification provisions are for the protection of the NET Indemnified Parties only and shall not establish, of themselves, any liability to third parties. The provisions of this Section shall survive termination of this Agreement.

**Section 6.04 Indemnification by NET to USFOS.** NET shall indemnify, defend and hold harmless the USFOS Indemnified Parties from and against any and all Loss-and-Expense imposed as a result of any Legal Proceeding brought by a third party arising from (1) any unexcused failure by the NET to perform its obligations under this Agreement; or (2) the negligence or willful misconduct of NET or any of its officers, directors, employees, representatives, agents or Subcontractors (other than USFOS) in connection with this Agreement. NET shall not, however, be required to reimburse or indemnify any USFOS Indemnified Party for any Loss-and-Expense to the extent caused by the negligence or willful misconduct of any USFOS Indemnified Party or to the extent attributable to any Uncontrollable Circumstance. A USFOS Indemnified Party shall promptly notify NET of the assertion of any claim against it for which it is entitled to be indemnified hereunder, and NET shall have the right to assume the defense of the claim in any Legal Proceeding and to approve any settlement of the claim. These indemnification provisions are for the protection of the USFOS Indemnified Parties only and shall not establish, of themselves, any liability to third parties. The provisions of this Section shall survive termination of this Agreement.

## **Article 7. MISCELLANEOUS PROVISIONS**

**Section 7.01 Relationship Between the Parties.** USFOS is an independent contractor of NET, and NET is an independent contractor of USFOS, and the relationship between the parties shall be limited to the performance of the obligations set forth in this Agreement in accordance with its terms. Neither party shall have any responsibility with respect to the services to be performed, or the contractual benefits assumed, by the other party. Nothing in this Agreement shall be deemed to constitute either party to be a partner, agent or legal representative of the other party, except as explicitly provided hereunder. No liability or benefits, such as workers compensation, pension rights or liabilities, or other provisions or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to any party's agent or employee as a result of this Agreement or the performance thereof.

**Section 7.02 Interest on Overdue Obligations.** Except as otherwise provided herein, all amounts due hereunder, whether as damages, credits, revenue, charges or reimbursements, that are not paid when due shall bear interest at the rate of interest which is the Overdue Rate, on the amount outstanding from time to time, on the basis of a 365-day year, counting the actual number of days elapsed, and such interest accrued at any time shall, to the extent permitted by Applicable Law, be deemed added to the amount due as accrued..

**Section 7.03 Cost Substantiation.**

(a) Substantiating Non-Fixed Costs. The Plant Sludge Service Fee, Incinerator Filtrate Fee, and Administrative Services Fee have been negotiated by the parties and fixed by the terms of this Agreement and are not subject to Cost Substantiation as provided in Section 7.03(b), except to the extent otherwise specifically set forth in this Agreement. Any other cost proposed or incurred by a party which is directly or indirectly chargeable to the other party in whole or in part hereunder (including without limitation costs related to emergency actions, other additional work necessitated or additional costs to be borne on account of Uncontrollable Circumstances or the fault of the other party) shall be the fair market price for the good or service provided, or, if there is no market, shall be a commercially reasonable price. The party claiming the right to such reimbursement shall provide certified Cost Substantiation for all such other costs invoiced to the Lessor hereunder except lump sum payments agreed to by the parties in advance of undertaking the work.

(b) Cost Substantiation Certificate Any certificate delivered hereunder to substantiate cost shall be signed by a senior management officer of the party seeking reimbursement, shall state the amount of such cost and the provisions of this Agreement under which such cost is properly chargeable to the other party, shall describe the competitive or other process utilized by the party seeking reimbursement to obtain a fair market price, and shall state that such cost is a fair market price for the service or materials to be supplied (or, if there is no market, that such cost is commercially reasonable) and that such services and materials are reasonably required pursuant to this Agreement. The certificate shall be accompanied by copies of such documentation as shall be necessary to reasonably demonstrate that the cost as to which Cost Substantiation is required has been paid or incurred. Such documentation shall be in a format reasonably acceptable to the party from whom reimbursement is sought and shall include reasonably detailed information concerning: (1) all subcontracts; (2) the amount and character of materials and services furnished, the persons from whom purchased, the amounts payable therefor and related delivery and transportation costs and any sales or personal property taxes; (3) a statement of the equipment used and any rental payable therefor; (4) employee hours, duties, wages, salaries, benefits and assessments; and (5) profit, administration costs, bonds, insurance, taxes, premiums overhead, and other expenses. The rights of a party to reimbursement of Cost Substantiated costs shall be subject to the limitations set forth in this Section.

(c) Technical Services. For costs proposed or incurred by a party that are subject to Cost Substantiation, the personnel and personnel of subcontractors providing technical services shall be billed at their then currently applicable rates for similar services on projects of similar size and scope. The party seeking reimbursement shall use commercially reasonable efforts to use available Lessee personnel for additional work hereunder before using subcontractors.

(d) Mark-Up. The party seeking reimbursement will be entitled to a mark-up of 10% for a combination of overhead, risk, profit and contingency on any goods or services the costs of which are subject to Cost Substantiation hereunder. No mark-up will be added to costs for lodging and meals or travel. Construction and operation Subcontractors similarly will be entitled to such mark ups with respect to their personnel costs but no mark ups for costs for their lodging and meals or travel.

(e) Evidence of Costs Incurred. To the extent reasonably necessary to confirm direct costs required to be Cost Substantiated, copies of timesheets, invoices, canceled checks, expense reports, receipts and other documents, as appropriate, shall be delivered to the party from whom reimbursement is sought with the request for reimbursement of such costs.

**Section 7.04 Assignment; Termination of Certain Obligations.**

(a) Assignment. Subject to Section 7.04(b), USFOS may assign its rights and obligations to the successor operator of the Managed Assets with the approval of NET, which approval shall not be unreasonably withheld. Subject to Section 7.04(b), NET may assign its rights and obligations to the successor operator of the Incineration Facilities with the approval of USFOS, which approval shall not be unreasonably withheld.

(b) Termination of Certain Obligations. In the event that either USFOS ceases to be the operator of the Managed Assets, or NET ceases to be the operator of the Incineration Facilities, any obligations relating to the provision of administrative services under Section 3.03 shall be terminated and Section 3.03 shall be of no further force and effect.

**Section 7.05 Binding Effect.** This Agreement shall bind and inure to the benefit of and shall be binding upon the USFOS and NET and any assignee acquiring an interest hereunder consistent with Section 7.04.

**Section 7.06 Amendment and Waiver.** This Agreement may not be amended except by a written amendment signed by USFOS and NET, and approved by the Borough, which approval shall not be unreasonably delayed, withheld or conditioned. Any of the terms, covenants, and conditions of this Agreement may be waived at any time by the party entitled to the benefit of such term, covenant or condition if such waiver is in writing and executed by the party against whom the waiver is asserted.

**Section 7.07 Notices.**

(a) Procedure. All notices, consents, approvals or written communications given pursuant to the terms of this Agreement shall be: (1) in writing and delivered in person; (2) transmitted by certified mail, return, receipt requested, postage prepaid or by overnight courier utilizing the services of a nationally recognized overnight courier service with signed verification of delivery; or (3) given by facsimile transmission, if a signed original is deposited in the United States Mail within two days after transmission. Notices shall be deemed given only when actually received at the address first given below with respect to each party. Either party may, by like notice, designate further or different addresses to which subsequent notices shall be sent.

(b) USFOS Notice Addresses. Notices required to be given to USFOS shall be addressed as follows:

U.S. Filter Operating Services, Inc.  
500 Cherry Street  
Naugatuck, CT 06770  
Attn: Service Manager  
Telephone: (203) 723-1433  
Telecopy: (203) 723-8539

With a copy to:

U.S. Filter Operating Services, Inc.  
4950 Heathrow Forest Parkway  
Suite 200  
Houston, TX 77032  
Attn: General Counsel  
Telephone: (281) 985-5424  
Telecopy: (281) 985-5595

(c) NET Notice Address. Notices required to be given to NET shall be addressed as follows:

President  
Naugatuck Environmental Technologies LLC  
500 Cherry Street  
Naugatuck, CT 06670  
Telephone: (203) 723-1433  
Telecopy: (203) 723-8539

With copy to:

US Filter Wastewater Group, Inc.  
55 Shuman Blvd.

Naperville, IL 60563  
Attn: General Counsel  
Telephone: (630) 717-2218  
Telecopy: (630) 717-4594

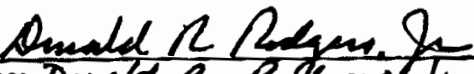
**Section 7.08 Further Assurances.** USFOS and NET each agree to execute and deliver such further instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement. USFOS and NET, in order to carry out this Agreement, each shall use all commercially reasonable efforts to provide such information, execute such further instruments and documents and take such actions as may be reasonably requested by the other and not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from or in excess of or in addition to those expressly provided for herein.

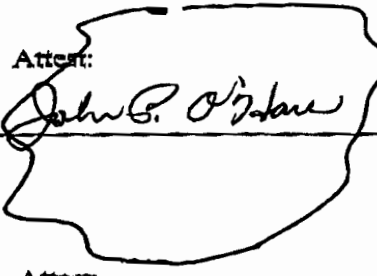


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written:

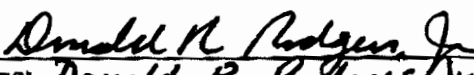
Attest:  


For U.S. FILTER OPERATING SERVICES, INC.:

By:   
Name: Donald R. Rodgers, Jr.  
Title: Sr. Vice President

Attest:  


For NAUGATUCK ENVIRONMENTAL  
TECENOLOGIES LLC

By:   
Name: Donald R. Rodgers, Jr.  
Title: Sr. Vice President

Approved by the BOROUGH OF NAUGATUCK

Attest:  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

Approved by THE WATER POLLUTION CONTROL  
AUTHORITY OF THE BOROUGH OF NAUGATUCK

Attest:  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

Approved as to Form:  
\_\_\_\_\_  
Borough Attorney

Appendices

- Appendix A. Staffing Plan
- Appendix B. Position Descriptions
- Appendix C. Procedure for Converting Measured Volumes of Plant Sludge to Dry Ton Basis.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written:

For U.S. FILTER OPERATING SERVICES, INC.:

Attest:

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

For NAUGATUCK ENVIRONMENTAL TECHNOLOGIES LLC

Attest:

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Approved by the BOROUGH OF NAUGATUCK

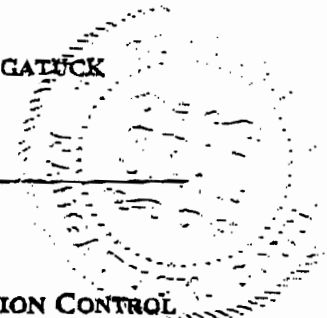
Attest:

*[Handwritten Signature]*  
\_\_\_\_\_

By: *[Handwritten Signature]* \_\_\_\_\_

Name: JOAN B. TAF

Title: MAYOR



Approved by THE WATER POLLUTION CONTROL AUTHORITY OF THE BOROUGH OF NAUGATUCK

Attest:

*[Handwritten Signature]*  
\_\_\_\_\_

By: *[Handwritten Signature]* \_\_\_\_\_

Name: JOAN B. TAF

Title: MAYOR

Approved as to Form:

*[Handwritten Signature]*  
Borough Attorney

Appendices

Appendix A. Staffing Plan

Appendix B. Position Descriptions

Appendix C. Procedure for Converting Measured Volumes of Plant Sludge to Dry Ton Basis.

**Shared Services Agreement**  
**Appendix 1 : Staff Plans**

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A. WWTP

- 1 - Project Manager
- 1 - Assistant Project Manager
- 1 - Laboratory Manager
- 1 - Administrative Assistant
- 5 - Operators
- 2 - Mechanics
- 1 - Senior Collection Operator

12 - Total

B. NET LLC

- 1 - Marketing Manager
- 1 - Senior Operator
- 5 - Operators
- 1 - Mechanic

8 - Total

**Shared Services Agreement**  
**Appendix 2: Position Descriptions**

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**Project Manager**

Responsible for the daily operations, coordinates with the Client and the LLC. Responsible for staff, administration, operations and maintenance. Is contact person for State and local authorities, is the Company representative. Coordinates Biosolids contracts with the Marketing Manager.

**Assistant Project Manager**

Responsible for day to day operations, reports to the Project Manager. Coordinates daily job duties with operations, maintenance and lab staff. May be company representative for regulatory issues, assists the Project manager in Budget and administration.

**Laboratory technician**

Responsible for the daily operations of the facility lab, coordinates sampling schedule with operations, conducts process and requires sample analysis. Responsible for QA/QC procedures, outside laboratory analysis. Coordinates regulatory reporting with the PM/APM.

**Administrative Assistant**

Assists the PM in administrative functions. Maintains records for payroll, purchasing and Biosolids records for the LLC.

**Senior Operator**

Reports to the PM/APM, direct supervision of facility operators, operates and conducts minor maintenance of all plant equipment. Collects samples and provides documentation in the form of records/forms and/or log books

**Operator**

Operates and maintains all plant equipment under the supervision of the Senior operator and/or the PM/APM. Assists maintenance and Collection staff as required. Collects samples and provides documentation in the form of records/forms and/or log books.

**Senior Collection Operator**

Reports to the PM/APM, supervision of collections system and pump station operations and maintenance. Operates and maintains collection system and pump station equipment, provides reports and takes required samples.

**Mechanic**

Reports to the PM/APM, repairs and maintains all plant, pump station equipment. Provides reports, tracks repairs and assists operations as directed.

**Marketing Manager**

Reports to the Area Manager and the PM. Conducts contract negotiations with prospective Biosolids clients, monitors existing contracts and coordinates with other USFOS facilities.

**Shared Services Agreement**  
**Appendix 3 – Dry Ton Calculation**

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A= Million Gallons of liquid sludge pumped from WWTP to NET LLC storage  
(Includes WAS, Primary and all liquid sludges from the WWTP)

B= Average percent solids of liquid sludge produced by the WWTP

C = Total Pounds

D = Dry Tons

$$C = A * (B * 10,000) * 8.34$$

$$D = C / 2000$$

Example:

A = 2,000,000 gals or 2 MG

B = 5%

$$C = 2 * (5 * 10,000) * 8.34$$

$$C = 834,000$$

$$D = 834,000 / 2000$$

$$D = 417 \text{ DT}$$