

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
Clinton River Water Resource Recovery Facility

NONDOMESTIC USER PERMIT NO. 2021 SEPTAGE-0**
(Permit Type: Domestic Septage Waste Discharger)

<u>Company (Permittee) Name:</u>	<u>Responsible Agent (CSE):</u>
	Name:
<u>Company Address:</u>	Title:
	Telephone (office):
<u>Mailing Address (if different):</u>	Telephone (cell):
	Email:
<u>EGLE Septage Waste Servicing License No.; Date Issued; and Expiration Date:</u>	<u>Company Contact (if different):</u>
	Name:
<u>EGLE Septage Waste Vehicle License No.; Date Issued; and Expiration Date:</u>	Title:
	Telephone (office):
	Telephone (cell):
	Email:

The Permittee is hereby authorized to discharge hauled Domestic Septage as defined by this Permit to the CRWRRF Septage Unloading Site located at 155 N. Opdyke Road, Pontiac, Michigan 48342 for treatment and disposal in accordance with the City of Pontiac Sewer Use and Pretreatment Ordinance (hereinafter referred to as the "CRWRRF SUO"), the CRWRRF Septage Unloading Site Operating Plan, applicable state and federal laws and regulations, and the terms, conditions, and requirements set forth in this Permit.

Compliance with the terms, conditions, and requirements of this Permit does not relieve the Permittee of its obligation to comply with any or all applicable pretreatment regulations, standards, or requirements under local, state, or federal laws, including any regulations, standards, requirements or laws that may become effective during the term of this Permit.

The Permittee's authorization to discharge hauled Domestic Septage to the CRWRRF Septage Unloading Site as provided by this Permit is valid only if the Permittee has obtained and maintained in effect at all times during discharge all other authorizations and permits required to transport septage or wastewater as provided by local, state, and federal laws and regulations, including, but not limited to, a State of Michigan Septage Waste Servicing License and Septage Waste Vehicle License for each vehicle that is used to discharge, and the required insurance policies as set forth herein.

Noncompliance with any term, condition, or requirement of this Permit may result in enforcement action, including but not limited to, the revocation of this Permit and/or termination of the Permittee's authorization to discharge. Noncompliance with any term, condition, or requirement of this Permit is also a violation of the CRWRRF SUO, and may violate other applicable local, state, and federal laws and regulations.

This Permit is granted in reliance upon information known to the CRWRRF as of the effective date of this Permit provided in the permit application filed by the Permittee and any data, materials, or information submitted by the Permittee in support of the application. The Permittee's act of discharging to the CRWRRF Septage Unloading Site constitutes the Permittee's acceptance of all terms, conditions, and requirements of this Permit.

The Permit is valid only for the period beginning on the "Effective Date" and ending on the "Expiration Date" listed below. If the Permittee intends to continue to discharge after the expiration date of this Permit, a fully completed application for renewal must be timely filed before the "Permit Renewal Application Due Date" listed below. A copy of the application form may be requested from the CRWRRF at the address listed below. It is prohibited and unlawful to discharge to the CRWRRF Septage Unloading Site in the absence of a currently effective Domestic Septage Waste Discharger Permit.

Effective Date:

Expiration Date:

Revision Dates:

Permit Renewal Application Due Date (90 days before Expiration Date):

On its effective date (or any subsequent date of revision), this Permit shall supersede any prior permit or other authorization of the Permittee, if any, to discharge.

Issued By: _____

Date: _____

Michael Daniels, Chief, WRC Water Resource Recovery
Oakland County Water Resources Commissioner
155 N. Opdyke Road
Pontiac, Michigan 48342

PART 1 – DISCHARGE PROHIBITIONS, LIMITATIONS, AND REQUIREMENTS

A. In General.

1. During the effective period of this Permit, the Permittee is authorized to discharge Domestic Septage to the CRWRRF Septage Unloading Site, subject to the terms, conditions, and requirements of this Permit and other applicable local, state, and federal laws and regulations. Domestic Septage does not include, and the Permittee is prohibited from discharging to the CRWRRF Septage Unloading Site, any of the following (either singly or in combination with any other waste):
 - (a) Liquid or solid material removed from a septic tank, cesspool, or similar facility that receives any amount of commercial wastewater or industrial wastewater (“Nondomestic Waste”) or anything other than segregated Domestic Waste.
 - (b) Domestic Treatment Plant Septage.
 - (c) Food Establishment Septage (blended or unblended), including, but not limited to, FOG interceptor or Alternative FOG Pretreatment Technology clean-out material, waste cooking oil, frying oils and greases, or other fatty substances.
 - (d) Sanitary Sewer Cleanout Septage.
 - (e) Any Nondomestic process waste (commercial or industrial) regardless of the source of the waste.
 - (f) Any liquid or solid material that would not qualify as Domestic Septage as defined by Michigan statutes, rules, or regulations.
 - (g) Any other liquid or solid material that the Director determines may have an adverse effect on the facilities or operations of the CRWRRF Septage Unloading Site or the CRWRRF.
2. The discharge of Domestic Septage is prohibited except at the CRWRRF Septage Unloading Site at the location or locations specified by the Director, and subject to compliance with any additional conditions and requirements established by the Director.
3. The Director may restrict the times and dates during which the Permittee may discharge into the CRWRRF Septage Unloading Site. Such restriction may be in the form of oral or written notice (via telephone, email, text, or other means).
4. The Director may refuse any discharge or require the Permittee to refrain from, or suspend, discharging until sample analysis is complete or as otherwise determined necessary by the Director to avoid possible adverse impacts on the CRWRRF Septage Unloading Site.
5. Except as otherwise expressly provided by this Permit, no discharge by the Permittee to the CRWRRF Septage Unloading Site shall include any discharge prohibited by the CRWRRF SUO, including, but not limited to, discharges of storm water, surface water, groundwater,

roof runoff, non-contact cooling water, air-conditioning water, or other unpolluted water of any kind.

B. Effluent Limitations. No discharge by the Permittee to the CRWRRF Septage Unloading Site shall exceed the following effluent limitations:

1. Standard Concentration Limits; Special Alternative Limits. The Permittee's discharges to the CRWRRF Septage Unloading Site authorized by this Permit shall not contain pollutants in concentrations that exceed the maximum concentrations (or other limitations) listed below in this subsection:

<u>Parameter</u> ¹	<u>Instantaneous Maximum (mg/l)</u> ¹	<u>Daily Maximum (mg/l)</u> ¹
Arsenic	---	0.41
Cadmium	---	0.30
Chromium	---	5.60
Copper	---	6.92
Cyanide (A)	---	0.05
Cobalt	---	2.30
Cyanide (T)	---	0.67
Lead	---	2.20
Lithium	---	5.70
Mercury	---	NQ ²
Molybdenum	---	0.34
Nickel	---	1.60
Selenium	---	0.13
Silver	---	0.06
PCBs (T)	---	ND ³
Zinc	---	21.96
Phenols (T)	---	2.16
2,4-Dichlorophenol	---	0.37
Pentachlorophenol	---	0.09
BOD5	---	1836.00
Phosphorous (T)	---	273.6
TSS	---	10740.00
Ammonia Nitrogen (or TKN)	---	856.80
FOG (T)	---	648.00
FOG (Nonpolar)	---	129.60
pH	Between 5 to 10.0	---

Any discharge by the Permittee in excess of a Standard Concentration Limit for any pollutant as specified above shall constitute a violation of this Permit and the CRWRRF SUO.

Notes to Part 1, Section (B)(1):

A = Available
 T = Total

1. *Discharges that contain more than one pollutant that may contribute to fume toxicity shall be subject to more restrictive limitations, as determined necessary by the Director. The more restrictive discharge limits will be calculated based on the additive fume toxicity of all compounds identified or reasonably expected to be present in the discharge, including, without limitation, the pollutant parameters, if any, listed in general prohibitions or specific discharge limits of the CRWRRF SUO.*

Notwithstanding any provision of this Permit to the contrary, the most stringent or restrictive standard or requirement applicable to a user's discharge shall control, whether established by this Permit, by any notice, order, permit, decision or determination promulgated, issued or made by the Director under the CRWRRF SUO, by other local laws or regulations, by state laws or regulations, including the POTW's NPDES permit, or by federal laws or regulations. Further, if local, state, or federal laws or regulations provide for standards and requirements not covered by this Permit that are otherwise applicable to the Permittee's discharge, those standards and requirements shall apply to the Permittee in addition to those required by this Permit, and the most restrictive of those additional standards or requirements shall control and shall be complied with by the Permittee immediately or within the time period specified by the law or regulation.

2. *NQ = Non-quantifiable concentration, defined as at or below the quantification level of 0.2 ug/l using U.S. EPA Method 245.1 (or at or below other quantification levels applicable under alternative test methods required by the Director or by other applicable laws or regulations). Mercury sampling procedures, preservation and handling, and analytical protocol for compliance monitoring of Permittee's discharge shall be in accordance with U.S. EPA method 245.1, unless the Director requires U.S. EPA Method 1631 (or another appropriate method). The quantification level shall be 0.2 ug/l for Method 245.1 or 0.5 ng/l for Method 1631, unless higher levels are approved by the Director because of sample matrix interference. Any discharge of mercury at or above the level of quantification is a specific violation of this Permit and the CRWRRF SUO.*
3. *The instantaneous maximum and daily maximum discharge limit for PCBs is non-detect. Except as otherwise required by the Director, compliance with this limit shall be determined as follows: A compliance limit of "non-detect" shall be used for the instantaneous maximum and daily maximum discharge limits. Any discharge of PCBs at or above the quantification level is a specific violation of this Permit and the CRWRRF SUO. PCB sampling procedures, preservation and handling, and analytical protocol for compliance monitoring of the Permittee's discharge shall be in accordance with U.S. EPA method 608. The quantification level shall be 0.1 ug/l, unless higher levels are determined appropriate by the Director because of sample matrix interference. Total PCBs shall be defined as the sum of the Aroclors 1016, 1221, 1232, 1242, 1248, 1254 and 1260. In addition, any detected Aroclor-specific measurements shall be reported.*

- C. Additional Discharge Prohibitions, Limitations, and Requirements. In addition to the discharge limitations provided by Part 1, Section (B), of this Permit, the Permittee's discharges to the CRWRRF

Septage Unloading Site shall be subject to the discharge prohibitions, limitations, and requirements provided by this Section, as follows:

1. The Permittee shall not discharge or contribute to the CRWRRF Septage Unloading Site, directly or indirectly, any pollutant, substance or wastewater which will cause “pass through” or “interference” as those terms are defined by the CRWRRF SUO.
2. The Permittee shall not discharge or contribute to the CRWRRF Septage Unloading Site, directly or indirectly, any of the substances, pollutants, or wastewater prohibited by Section 118-76.01(B)(1) through 118-76.01(B)(41) of the CRWRRF SUO.
3. The Permittee shall not discharge or contribute to the CRWRRF Septage Unloading Site, directly or indirectly, any discharge of PFAS (including, but not limited to, PFOS or PFOA) in amounts that have the potential to cause pass through or interference or that is otherwise discharged in an excessive amount.
4. The dilution of any of Permittee’s discharges to the CRWRRF Septage Unloading Site as a partial or complete substitute for adequate treatment to achieve compliance with applicable local, state, or federal standards or limitations is prohibited as provided by Section 118-76.06 of the CRWRRF SUO.
5. Except as may be otherwise expressly provided by this Permit, or as otherwise required or authorized by the Director, the Permittee shall follow the sampling, analysis, and monitoring requirements and procedures as provided by the CRWRRF SUO and other applicable laws and regulations.
6. Discharges that originate from any area other than within the CRWRRF Septage Unloading Site’s Service Area are prohibited. The Permittee shall not allow, and shall take all such actions as are necessary to stop or prevent, any discharge to the CRWRRF Septage Unloading Site that the Permittee knows originates (or should have known originated) in whole or part from any area outside the CRWRRF Septage Unloading Site’s Service Area. If the Permittee becomes aware that any such discharge exists or may exist, the Permittee shall refrain from discharging any such discharge to the CRWRRF Septage Unloading Site and shall immediately notify the Director regarding the source of discharge and such other information as required by the Director.
7. The Director may refuse to accept and/or may terminate any discharge to the CRWRRF Septage Unloading Site that does not comply, in whole or in part, with any of the terms, conditions, and requirements of this Permit, the CRWRRF SUO, or applicable local, state, or federal laws or regulations, and under circumstances including, but not limited to the following, as determined by the Director:
 - (a) The Permittee has failed or refused to pay all or any portion of charges, costs, penalties, fees, or other amounts due and payable to the Director or the Drainage District.
 - (b) The Permittee has failed or refused to comply with any provision of this Permit, the CRWRRF SUO, or any notice, order, or determination made or issued by the Director under the CRWRRF SUO.

- (c) The discharge to the CRWRRF Septage Unloading Site contains pollutants, substances or constituents of a type or in a quantity that may cause or contribute to a violation of the general or specific discharge prohibitions of the CRWRRF SUO as provided by this Permit.
 - (d) The Permittee has failed in any way to fully comply and/or maintain full compliance with the requirements of Part 117 (“Septage Waste Servicers”) of NREPA (Act 451 of 1994), as amended, or associated state or federal regulations that are applicable to the Permittee as a waste hauler, including, but not limited to, the Septage Waste Servicing and Septage Waste Vehicle licensing requirements.
 - (e) For such other reasons as provided by other provisions of this Permit, the CRWRRF SUO, the CRWRRF Septage Unloading Site, or other applicable laws or regulations.
8. If multiple pump-outs are part of the Permittee’s vehicle load, any part of that load that is prohibited or restricted shall constitute an entire load that is unacceptable for discharge to the CRWRRF Septage Unloading Site.
9. The Permittee shall fully and timely comply with any requirements or conditions specified by the Director before, during, or after a discharge by the Permittee to the CRWRRF Septage Unloading Site with respect to that discharge, including, but not limited to, requirements or conditions regarding the time, place, and manner of discharge, the quantity or quality of the discharge, and sampling.
10. The Permittee’s discharges shall at all times comply with all other applicable local, state and federal laws, regulations, standards, and requirements, including, without limitation, the CRWRRF SUO, and any such laws, regulations, standards, or requirements that may become effective during the term of this Permit.

PART 2 – UNLOADING, SAMPLING, AND METERING PROCEDURES AND REQUIREMENTS

The Permittee shall comply with all unloading, sampling, and metering procedures and requirements as provided by this Permit (including, but not limited to any applicable Special Conditions as specified in Part 11 of this Permit), the CRWRRF Septage Unloading Site Operating Plan, the CRWRRF Septage Hauler Procedures, and/or as otherwise required by the Director. As provided by Part 10, Section B, of this Permit, the CRWRRF Septage Hauler Procedures are incorporated by reference as if set forth fully in this Permit and those procedures shall apply to and be enforceable as part of this Permit with respect to the Permittee’s discharges to the CRWRRF Septage Unloading Site. The Permittee shall provide the Director unrestricted access to the Permittee’s Septage Waste Vehicle at all times for purposes of sampling and determining compliance with other applicable requirements as provided by this Permit, the CRWRRF Septage Unloading Site Operating Plan, the CRWRRF Septage Hauler Procedures, the CRWRRF SUO, and other applicable state or federal laws or regulations.

A. Unloading Procedures and Requirements.

1. Compliance with CRWRRF Septage Hauler Procedures. In addition to any requirements specified by this Permit, the Permittee shall comply with the septage discharge and unloading procedures for septage haulers as set forth in the CRWRRF Septage Hauler Procedures.

B. Sampling Procedures and Requirements.

1. Compliance CRWRRF Septage Hauler Procedures. In addition to any requirements specified by this Permit, the Permittee shall comply with the sampling procedures and requirements for septage haulers as set forth in the CRWRRF Septage Hauler Procedures. Each tank on each Septage Waste Vehicle shall be sampled automatically and/or manually, as determined necessary by the Director.
2. Sampling and Analytical Methods to Demonstrate Compliance. Except as otherwise specified by this Permit, or as otherwise directed by the Director, all sampling, measurements, tests, and analyses of the characteristics of discharges to the CRWRRF Septage Unloading Site shall be performed in accordance with the procedures approved by the U.S. EPA contained in 40 CFR Part 136. If, as determined by the Director, the sampling and analytical techniques contained in 40 CFR Part 136 are not available, do not apply to the discharge or pollutants in question, are not appropriate under the circumstances for application to the discharge or pollutants in question, or where one or more alternate techniques are available under 40 CFR Part 136, sampling and analysis shall be performed using validated sampling and analytical methods and procedures approved or required by the Director.
3. Representative Sampling. All samples and measurements taken as required by this Permit shall be representative of the volume and nature of the monitored discharge as determined by the Director, as specified by this Permit, and as otherwise required by the CRWRRF SUO.
4. Records of Sampling and Analysis. If the Permittee performs any sampling and analysis of the waste that is discharged or intended to be discharged to the CRWRRF Septage Unloading Site, the Permittee shall keep a written record of all such samples and analysis as required by this Permit and the CRWRRF SUO (including any sampling and monitoring or other written documentation of compliance associated with Best Management Practices). At a minimum, the records shall include the date, exact location, time (including start time and stop time) and method of sampling or measurement, and the name(s) of person(s) taking the samples or measurements; sampler programming information; the sample preservation techniques or procedures used; the full chain-of-custody for each sample; the dates the analyses were performed and completed; who performed the analyses; the analytical techniques and methods used; the detection limits and/or quantification level used per parameter; quality assurance/quality control (QA/QC) procedures used and QA/QC data; and the results of the analyses. All such records shall be maintained and retained for no less than 3 years.
5. Costs. All costs of monitoring, sample collection, and sample analyses (including, but not limited to, the costs or fees associated with inspection or surveillance), as required by this Permit and the CRWRRF SUO, shall be the responsibility of the Permittee, and at no cost to the Director regardless of whether such activities are undertaken by the Director, the Permittee, or any other person.

C. Flow Metering.

1. Volume Discharged; Billing. The volume of each load of septage waste discharged to an unloading station at the CRWRRF Septage Unloading Site shall be measured and recorded by a flow meter. The Permittee will be billed based on the amount of flow discharged to the unloading station as measured by the meter.

PART 3 – REPORTING, NOTIFICATION, AND RECORDS RETENTION

- A. Required Reports and Notifications. The Permittee shall comply with all reporting and notice requirements as provided by this Permit, and other applicable laws and regulations, including, without limitation, the following:
1. Notice of Potential Problems. The Permittee shall immediately notify the Director of any discharge by the Permittee that could cause problems to the CRWRRF Septage Unloading Site, including, without limitation, discharges that exceed any applicable discharge prohibition or limitation or may otherwise result in noncompliance with applicable local, state, or federal laws or regulations.
 2. Notice by User of Violation of Discharge Prohibitions or Limitations. If sampling performed by the Permittee indicates a violation (or potential violation) of this Permit, the Permittee shall notify the Director within 24 hours of becoming aware of the violation.
 3. Notice of Changed Discharge or Change in User Status. The Permittee shall promptly notify the Director in writing in advance of any substantial change in the volume or character of pollutants in its discharge, or of any changes in Permittee's operations or procedures that could result in a substantial change in the volume or character of pollutants in its discharge, as provided by the CRWRRF SUO and applicable laws and regulations.
 4. Notice of Change in Company Address, Contact Information, or Other Information. If the Permittee's company address, business name, contact information, identity of Responsible Agent, EGLE licensing information, or other information as provided by the Permittee's permit application and as set forth on page 1 of this Permit changes, the Permittee shall immediately notify the Director verbally (in person or by telephone) and in writing.
 5. Up-To-Date Permit Application/User Survey Information. The original permit application form and any other documents or information related to the application completed or provided by the Permittee prior to issuance of this Permit shall be kept on file by the Director. If at any time the Permittee subsequently becomes aware of any information that is incorrect or that is different from or in addition to the information provided by the Permittee and contained in the permit application materials, the Permittee shall notify the Director in writing of such information within 5 business days of becoming aware of the information.
 6. Notice of Change in Registered Vehicles. The Permittee shall notify the Director in writing in advance of any change in the Septage Waste Vehicles that will be used to discharge to the CRWRRF Septage Unloading Site, the proposed addition of any such vehicles, or the discontinuance of any such vehicles.
 7. Notice of Revocation of Septage Waste Vehicle License or Septage Waste Servicing License. The Permittee shall immediately notify the Director if the Permittee's Septage Waste Vehicle License and/or Septage Waste Servicing License is revoked. If a license expires and is subsequently reissued, the Permittee shall provide the Director with a copy of the new license prior to discharging to the CRWRRF Septage Unloading Site under the authority of the new license.

8. Septage Transportation and Disposal Records. The Permittee shall maintain at all times at the Permittee's place of business a copy of this Permit and a complete record of the amount of septage waste that the Permittee has transported or disposed of, the locations at which septage waste was disposed of, copies of manifests for all hauled wastewater discharged at the CRWRRF Septage Unloading Site, and any complaints received concerning disposal of the septage waste. The Permittee shall also annually provide the CRWRRF with a copy of the report containing this information that the Permittee is required to annually submit to EGLE as provided by Part 117 ("Septage Waste Servicers") of NREPA (Act 451 of 1994), as amended.
 9. Records of Sampling and Analysis. The Permittee shall keep a written record of all sampling and analysis, if any, performed by the Permittee as required by Part 2(B)(4) of this Permit.
 10. Change in State and/or Federal Laws or Regulations Applicable to Permittee's Discharges. The Permittee shall immediately notify the Director of new or modified state and/or federal laws, regulations, restrictions, or limitations applicable to the Permittee's discharges to the CRWRRF Septage Unloading Site as authorized by this Permit.
 11. Notice By User Regarding Wastes That Are Otherwise Hazardous. If the Permittee discharges to the CRWRRF Septage Unloading Site a substance that, if disposed of other than by discharge to the POTW, would be a hazardous waste under 40 CFR Part 261 or under the rules promulgated under the state hazardous waste management act (Part 111 of Act 451 of the Public Acts of Michigan of 1994, MCL §§ 324.11101 et seq., as amended), the Permittee shall notify the Director, the U.S. EPA Region V Waste Management Division Director, and the State hazardous waste authorities of the discharge as required by MAC R 323.2310(15).
 12. Other Required Reports and Notices. The Permittee shall comply with all other applicable reporting or notice requirements as provided by this Permit, the CRWRRF SUO, the CRWRRF Septage Unloading Site Operating Plan, the CRWRRF Septage Hauler Procedures, any notice, order or permit issued by the Director under the CRWRRF SUO, any other reports or notice requirements determined necessary by the Director to assess and assure compliance with the requirements of this Permit, or as required by any other applicable law or regulation, and.
- B. Requirements Applicable to All Reports and Notifications. All reports and notifications submitted by the Permittee to the Director as required by this Permit, the CRWRRF SUO, or other applicable laws and regulations shall meet the following requirements:
1. All reports, notifications, applications and requests for information required by this Permit shall be based upon data obtained through appropriate sampling and analysis performed during the period covered by the report, notification, application or request. The data shall be representative of conditions occurring during the applicable reporting period and shall be supported by sufficient documentation.
 2. If the Permittee monitors any pollutant more frequently than required by this Permit or other applicable law or regulation, using the monitoring, sampling and analytical procedures as provided by Part 2 of this Permit, the results of all such additional monitoring shall be included in any report or notification submitted pursuant to this Permit.

3. The Director may require that reports, notifications, and other required documents and data be submitted in a standardized format, as specified by the Director.
4. The reports, notifications, and other documents and data required to be submitted or maintained by this Permit shall be subject to all of the provisions as specified by MAC R 323.2310(13).
5. Written reports, notifications, and applications will be deemed to have been submitted to the Director, unless otherwise specified by the Director, as follows:
 - a. If mailed, on the date postmarked.
 - b. The date of receipt of the report shall govern for reports, notifications, or applications which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, including, but not limited to, reports, notifications, or applications that are hand-delivered, faxed, or emailed.
 - c. Written reports, notifications, and applications may be submitted to the Director by fax or email (or by any means other than mail or hand-delivery) only with the prior approval of the Director on a case-by-case basis. The report or notification shall be sent to the fax number or email address specified by the Director.

6. All written reports, notifications, and applications submitted by mail or hand-delivery shall be sent or delivered to the following address:

CRWRRF
155 North Opdyke
Pontiac, MI 48342
Attn: Chief, WRC Water Resource Recovery

7. If notice by telephone or fax is required or otherwise authorized by the Director, such notice shall be made to the following numbers, as appropriate:

Oakland County Safety Dispatch	248-858-0931 (24 hours/7days)
Water Resources Recovery Facility	248-858-4325 (Mon – Fri 8:00 am to 4:30 pm)
Operator Emergency Number	248-978-8646 (24 hours/7 days)
Water Resources Recovery Facility Fax	248-452-9152 (24 hours/7 days)

Required oral emergency or accidental spill or slug notifications shall not be left on voicemail or sent by email or fax.

8. Failure to provide the reports, notifications, and applications required by this Permit constitutes an independent violation of this Permit. However, compliance with applicable reporting and notification requirements shall not relieve a user of any expense, loss, damage, or other liability that may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such report or notification relieve a user of any fines, penalties, or other liability that may be imposed by applicable laws or regulations. Further, the reporting and notification requirements required by this Permit shall not be construed to authorize a discharge that exceeds a discharge prohibition or limitation under this Permit or other applicable laws or regulations.

- C. Signature and Certification Requirements. All written reports, notifications, and applications required by this Permit shall be signed and certified as follows:
1. Required Signatures. The reports, notifications, and applications shall be signed by the Permittee's Responsible Agent.
 2. Required Certification. The reports, notifications, and applications shall include the following signed certification statement:

"I certify under penalty of law that all of these documents 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, all of the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. In addition to the above, if this certification is being provided as required for the semi-annual submittal of waste log sheets, I further certify that all waste identified in the log sheets for all generators serviced was hauled in full compliance with the Domestic Septage Waste Discharger Permit issued by the CRWRRF and all local, state, and federal laws and regulations applicable to the Permittee as a waste hauler. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
- D. Records Retention. The Permittee shall, at a minimum, retain and preserve records and information related to matters regulated by this Permit as required by this Permit and in accordance with the Division 14 of the CRWRRF SUO (minimum of 3 years). Failure to retain and preserve the records and information required by this Permit constitutes an independent violation of this Permit. (Other applicable state or federal laws and regulations may require the Permittee to retain such records for longer periods of time than required by the CRWRRF SUO.)

PART 4 – SEPTAGE WASTE VEHICLES

- A. Required Information. For each Septage Waste Vehicle that the Permittee proposes to use to discharge Domestic Septage to the CRWRRF Septage Unloading Site under this Permit, the Permittee shall provide the CRWRRF and keep up to date all of the following information:
1. The model and year of the Septage Waste Vehicle.
 2. The Septage Waste Vehicle License number.
 3. The total septage waste capacity of the Septage Waste Vehicle's Tank.
 4. The name of the insurance carrier for the Septage Waste Vehicle.
 5. Any additional information relevant to this Permit or the CRWRRF Septage Unloading Site Operating Plan requested by the Director.

This Permit will authorize all Septage Waste Vehicles, and only those Septage Waste Vehicles, for which the Permittee has submitted the information listed above to discharge to the CRWRRF Septage Unloading Site.

- B. Required Documents and Authorizations. Each Septage Waste Vehicle shall at all times during discharge to the CRWRRF Septage Unloading Site have in its immediate possession a copy of this Permit, the Permittee's "Septage Waste Vehicle License," and the Permittee's "Septage Waste Servicing License," and the CRWRRF Septage Hauler Procedures. The Permittee shall provide copies of these documents and any other local, state, and federal permits, authorizations, licenses, that are required for the Permittee's transportation and disposal of septage upon the Director's request.
- C. Display of Information on Vehicles. Each Septage Waste Vehicle for which a Septage Waste Vehicle License has been issued by EGLE and which is covered by this Permit shall display on the Septage Waste Vehicle the words "Licensed Septage Hauler," the vehicle license number issued by EGLE, and the seal provided by EGLE that designates the year the Septage Waste Vehicle License was issued. The Permittee shall ensure that all of this written information is clearly visible on both sides and on the rear of the vehicle. The letters and numbers shall be black and at least six (6) inches tall. The line thickness of each letter and number shall be at least three-fourths (3/4s) of an inch. The background on which the letters and numbers are written shall be white, at least eight (8) inches tall, and wide enough to include all of the required information.
- D. Vehicle Tank; Prevention of Spillage and Odors. A Septage Waste Vehicle Tank shall be kept securely closed in transit and prior to discharge to the CRWRRF Septage Unloading Site to prevent the release of septage waste and odor.
- E. Maintenance of Vehicle. A Septage Waste Vehicle and accessory equipment shall be kept clean and maintained by the Permittee in a manner that prevents environmental damage, harm to the public health, or adverse impacts on the CRWRRF Septage Unloading Site.
- F. Vehicle Insurance Requirements; Proof. Insurance shall be kept current and in effect for each Septage Waste Vehicle at all times during discharge to the CRWRRF Septage Unloading Site. Any discharge made when the vehicle insurance coverage for a vehicle is expired may result in suspension or termination of the Permittee's authorization to discharge under this Permit. (See Part 10(E) of this Permit regarding vehicle insurance and other insurance coverage requirements.)
- G. Use of Vehicle for Transport of Hazardous Wastes and Liquid Industrial By-Products. A Septage Waste Vehicle that discharges Domestic Septage to the CRWRRF Septage Unloading Site under this Permit shall not at any time be used to transport hazardous waste regulated under Part 111 ("Hazardous Waste") of NREPA (Act 451 of 1994), as amended, or liquid industrial by-product regulated under Part 121 ("Liquid Industrial By-Products") of NREPA (Act 451 of 1994), as amended, without the express written permission of EGLE and the Director.

PART 5 – WASTE TRACKING SYSTEM; SUBMITTAL OF CERTIFIED LOG SHEETS

- A. Waste Tracking System. To enable the Director to track the sources, types, and quantities of waste that are being hauled and discharged to the CRWRRF Septage Unloading Site by the Permittee, the Permittee shall at all times comply with the following requirements:
1. The Permittee shall maintain and keep continuously up to date a written log regarding the generators of waste from which the Permittee is collecting and transporting waste for discharge to the CRWRRF Septage Unloading Site. At a minimum, the log shall include the following information for each waste generator:

- (a) Source of the waste (the generator's name).
- (b) Generator's address.
- (c) Generator's telephone number.
- (d) Type of waste collected from the generator.
- (e) Volume of waste collected (gallons).
- (f) Date the waste was collected.
- (g) Time the waste was collected.

B. Semi-Annual Submittal of Certified Log Sheets.

1. On or before July 15 and January 15 of each year, the Permittee shall submit to the Director a copy of the log sheets for the prior six (6) month period (i.e. for periods of January to June and July to December) for review and evaluation by the Director. The Director's review and evaluation of the log sheets may include verification of the information in the log sheets by sampling; comparison of the volumes noted on the tracking forms; contacting the generators listed to confirm that the waste was pumped and hauled from the sources listed in the waste tracking log; and/or by other means and review of other matters as determined appropriate by the Director. The Director may require the Permittee to submit copies of the log sheets on a more frequent basis, as determined appropriate by the Director.
2. The Permittee's semi-annual submittal of the log sheets be accompanied by a written certification signed by the Permittee's Responsible Agent that (a) all of the information in the waste generator log is complete and accurate; and (b) that all waste identified in the log for all generators serviced was hauled by the Permittee in compliance with this Permit and all local, state, and federal laws and regulations applicable to the Permittee as a waste hauler. (See Part 3, Section (C)(2), of this Permit.)

**PART 6 – MODIFICATION, SUSPENSION, REVOCATION, REISSUANCE,
EXPIRATION, AND/OR CONTINUATION OF PERMIT**

- A. Permit Modification. This Permit may be modified at any time by the Director for any reason determined necessary by the Director to assure compliance with the requirements of this Permit, the CRWRRF SUO, the CRWRRF Septage Unloading Site Operating Plan, the POTW's NPDES permit, or other applicable laws and regulations.
- B. Permit Suspension and Revocation. This Permit may be suspended (for a specified period) or permanently revoked by the Director for any reason determined necessary by the Director to assure compliance with the requirements of this Permit, the CRWRRF SUO, the CRWRRF Septage Unloading Site Operating Plan, the CRWRRF Septage Hauler Procedures, the POTW's NPDES permit, or other applicable laws and regulations, including, without limitation, any of the reasons set forth in Section 118-77.11 of the CRWRRF SUO. Upon suspension or revocation of this Permit, the Permittee shall immediately terminate its discharge to the CRWRRF Septage Unloading Site and shall not thereafter recommence discharge without further authorization from the Director. The Director may reissue a revoked permit upon a showing satisfactory to the Director that the Permittee has corrected the violation or condition that led to the revocation. If this Permit is revoked, the Permittee may apply for a new permit.

- C. Permit Reissuance. To apply for reissuance of this Permit, the Permittee must submit a complete permit application accompanied by payment of an application fee to the Director at least 90 days prior to the expiration date of this Permit. It shall be the responsibility of the Permittee to make a timely application for reissuance.
- D. Permit Expiration; Continuation of Expired Permits.
- This Permit shall expire on the date indicated on page 1 of this Permit. Upon expiration of this Permit the Permittee shall immediately terminate its discharge to the CRWRRF Septage Unloading Site and shall not thereafter recommence discharge without further authorization from the Director.
- E. Permit Non-Transferable. This Permit was issued to the Permittee as a Septage Waste Servicer with specific EGLE Septage Waste Servicing and Septage Waste Vehicle Licenses and may not be used by or assigned, transferred, or sold to a new or different Septage Waste Servicer, or a new or changed owner, operator, user, or discharger, unless approved in advance and in writing by the Director and as otherwise provided by the limitations on permit transfer as provided by the CRWRRF SUO.
- F. Permit Not Stayed. Except as otherwise expressly provided by the CRWRRF SUO, no action taken or request filed by the Permittee shall operate to stay the effect of this Permit or of any provision, term or condition of this Permit, including, without limitation, a request for permit modification or reissuance, or a notification of planned changes or anticipated noncompliance.

PART 7 – PRETREATMENT; OPERATION AND MAINTENANCE; DUTY TO MITIGATE

- A. Provision of Required Pretreatment Facilities. If determined necessary by the Director based on the strength, volume, or other characteristics of the Permittee's discharges to the CRWRRF Septage Unloading Site, the Permittee may be required to pretreat its discharges or take other measures prior to and as a condition to discharge to ensure compliance with the discharge prohibitions, limitations, and requirements specified by this Permit or other applicable law or regulation. All required pretreatment and pretreatment facilities or other required measures shall be provided, operated, maintained, and undertaken at the Permittee's sole expense.
- B. Proper Operation and Maintenance. The Permittee shall at all times properly operate and maintain all vehicles, tanks, hoses, facilities, systems of treatment and control, and related appurtenances which are used by the Permittee to comply with the requirements of this Permit. Proper operation and maintenance includes, without limitation, effective performance, adequate funding (including replacement costs), adequate operator staffing, training, and adequate quality assurance/quality control (QA/QC) procedures for sampling and analysis, to assure optimum long-term management of the vehicles, equipment, and facilities on a continuing basis.
- C. Duty to Mitigate. The Permittee shall take all reasonable steps to minimize or correct any adverse impact to the CRWRRF or the environment resulting from noncompliance with this Permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

PART 8 – INSPECTION, SURVEILLANCE, AND MONITORING

- A. In General. The Director is authorized without restriction to carry out all inspection, surveillance, sampling and monitoring activities and procedures, as necessary to determine, independent of

information supplied by the Permittee or any other persons, compliance or noncompliance with this Permit, the CRWRRF SUO, and other applicable laws and regulations. At a minimum, this shall include authorization for the Director at all times without restriction to:

1. Observe the loading, hauling, and unloading of each Septage Waste Vehicle. Observation may be accomplished by any means determined appropriate by the Director, including, but not limited to, in person observation by CRWRRF personnel or/or by video.
 2. Obtain representative samples of the contents of each Septage Waste Vehicle Tank prior to and during the unloading activity (at the Permittee's sole cost).
 3. Examine all required permits, authorizations, licenses, and other local, state, or federal documents required for the Permittee's transportation and disposal of septage, including, but not limited to, the Permittee's copy of this Permit, the Permittee's "Septage Waste Vehicle License," and the Permittee's "Septage Waste Servicing License."
 4. Question the operator of the Septage Waste Vehicle at the unloading site as to the origin and quantity of material in the vehicle and require written supporting documentation.
 5. Require the vehicle operator to furnish information upon request as determined necessary by the Director to obtain representative samples of each load or to otherwise implement the requirements of this Permit and the CRWRRF Septage Unloading Site Operating Plan.
- B. Right of Entry. The Director and its authorized representatives bearing proper credentials and identification are authorized to enter the Permittee's facilities to examine documents and records and conduct inspection, surveillance, and monitoring activities as necessary to determine compliance with this Permit, the CRWRRF Septage Hauler Procedures, the CRWRRF SUO, and other applicable laws and regulations. This same authorization shall extend to the Director's right to enter and inspect the Permittee's Septage Waste Vehicles used to discharge to the CRWRRF Septage Unloading Site and the contents of those vehicles.
- C. Duty to Provide Information and Records. The Permittee shall furnish to the Director any available information that the Director requests to determine whether cause exists for modifying, revoking and reissuing, or terminating this Permit, or to determine compliance with this Permit, the CRWRRF SUO, or other applicable laws and regulations.

PART 9 – VIOLATIONS AND ENFORCEMENT

- A. Duty to Comply. The Permittee shall comply with all terms, requirements, and conditions of this Permit, the CRWRRF SUO, the CRWRRF Septage Unloading Site Operating Plan, the CRWRRF Septage Hauler Procedures, any notice, order, decision or determination promulgated, issued or made by the Director under the CRWRRF SUO, and other applicable laws and regulations. Failure to comply shall be grounds for enforcement action or proceedings, as provided by this Permit, the CRWRRF SUO, and other applicable laws and regulations.
- B. Municipal Civil Infractions. Any person that violates any provision of this Permit, the CRWRRF SUO, or any notice, order, decision or determination promulgated, issued or made by the Director under the CRWRRF SUO, shall (except as provided by Section (C) of this Part 9) be responsible for a municipal civil infraction, subject to payment of a civil fine of not less than \$1,000.00 per day for each infraction

and not more than \$10,000.00 per day for each infraction, plus costs and other sanctions, as provided by the CRWRRF SUO. Further, repeat offenses shall be subject to increased fines as provided by the CRWRRF SUO.

- C. Criminal Penalties; Imprisonment. Any person that (1) at the time of a violation knew or should have known that a pollutant or substance was discharged contrary to any provision of this Permit or the CRWRRF SUO, or contrary to any notice, order, decision or determination promulgated, issued or made by the Director under the CRWRRF SUO; or (2) intentionally makes a false statement, representation, or certification in an application for, or form pertaining to a permit, or in a notice, report, or record required by this Permit or the CRWRRF SUO, or in any other correspondence or communication, written or oral, with the Director regarding matters regulated by this Permit or the CRWRRF SUO; or (3) intentionally falsifies, tampers with, or renders inaccurate any sampling or monitoring device or record required to be maintained by this Permit or the CRWRRF SUO; or (4) commits any other act that is punishable under state law by imprisonment for more than 90 days; shall, upon conviction, be guilty of a misdemeanor punishable by a fine of \$500.00 per violation, per day, or imprisonment for up to 90 days, or both in the discretion of the court, as provided by the CRWRRF SUO.
- D. Judicial Relief. The Director may institute legal proceedings in a court of competent jurisdiction to seek all appropriate relief for violations of this Permit. The action may seek temporary or permanent injunctive relief, damages, penalties, costs, and any other relief, at law or equity, that a court may order. The Director may also seek collection of surcharges, fines, penalties and any other amounts due to the Director that a person has not paid.
- E. Continuing Violation. Each act of violation, and each day or portion of a day that a violation of this Permit exists or occurs, constitutes a separate violation subject to the fines, penalties and other sanctions and remedies as provided by this Permit and by the CRWRRF SUO.
- F. Reimbursement of POTW. Any person that discharges to the POTW (including, but not limited to, any person that causes or creates a discharge that violates any provision of the CRWRRF SUO, produces a deposit or obstruction, or otherwise damages, injures, or impairs the POTW, or causes or contributes to a violation of any federal, state or local law governing the POTW, whether any such act is intentional or unintentional) shall be liable to and shall fully reimburse the Director for all expenses, costs, losses or damages (direct or indirect) payable or incurred by the Director as a result of, or associated with, any discharge, deposit, obstruction, damage, injury, impairment, violation, exceedence, noncompliance, or act. The Director is authorized to correct any violation of this Permit or the CRWRRF SUO or damage or impairment to the POTW caused by a discharge and to bill the person causing the violation or discharge for the amounts to be reimbursed to the Director. The costs reimbursable under this section shall be in addition to fees, amounts or other costs and expenses required to be paid by the Permittee under other sections of this Permit or the CRWRRF SUO. In determining the amounts to be reimbursed to the Director, the Director may consider factors such as, but not limited to, those listed in the CRWRRF SUO. The failure by the Permittee to pay any amounts required to be reimbursed to the Director as provided by this section shall constitute an additional violation of this Permit and the CRWRRF SUO.

PART 10 – ADDITIONAL TERMS AND CONDITIONS

- A. Most Restrictive Standards or Requirements Control. In all cases, the most stringent or restrictive standard or requirement applicable to the Permittee's discharge shall control, whether established by

this Permit, the CRWRRF SUO, any notice, order, decision or determination promulgated, issued or made by the Director under the CRWRRF SUO, the POTW's NPDES permit, or state and federal laws or regulations. Further, if state or federal laws or regulations provide for standards and requirements not covered by this Permit or the CRWRRF SUO that are otherwise applicable to the Permittee's discharge, those standards and requirements shall apply to the Permittee in addition to those required by this Permit or the CRWRRF SUO, and the most restrictive of those additional standards or requirements shall control and shall be complied with by the Permittee immediately or within the time period required by the law or regulation.

B. Incorporation By Reference.

1. CRWRRF SUO. Unless otherwise expressly provided by this Permit, specific provisions of the CRWRRF SUO referred to in this Permit are incorporated by reference as if set forth fully in this Permit and shall apply to and be enforceable as a part of this Permit with respect to the Permittee's discharges to the CRWRRF Septage Unloading Site.
2. CRWRRF Septage Hauler Procedures. The provisions of the CRWRRF Septage Hauler Procedures that contain the procedures applicable to a septage hauler's discharges to and unloading at the CRWRRF Septage Unloading Site are also incorporated by reference as if set forth fully in this Permit and shall apply to and be enforceable as part of this Permit with respect to the Permittee's discharges to the CRWRRF Septage Unloading Site.

C. Effect of Issuance of Permit. The issuance of this Permit does not convey to the Permittee any property or contractual rights or privileges of any kind whatsoever, nor does it authorize any injury to private or public property or any invasion of personal rights, nor any violation of local, state, or federal laws or regulations. Neither Oakland County, the County Agency, the COPWTFDD, or the Director (including, but not limited to, their respective staffs, employees, and officials) guarantee uninterrupted service and shall not be liable for injuries or damages by such interruptions whether caused by defects in original construction, cave-ins, accidents, repairs or other causes; nor shall any of those entities or persons be liable, to the Permittee or any other person, firm or corporation for injuries or damages of any nature caused by the use of the POTW. Further, nothing in this Permit shall be construed to permit the Permittee to discharge to the CRWRRF Septage Unloading Site except in full compliance with this Permit, the CRWRRF SUO, the CRWRRF Septage Unloading Site Operating Plan, the CRWRRF Septage Hauler Procedures, or any notice, order or determination made or issued by the Director under the CRWRRF SUO, or other applicable state or federal laws or regulations.

D. Surety Authority. The Director may require the Permittee to post a surety, including cash in an escrow account or a performance bond, not exceeding \$25,000.00, as a condition to discharging to the CRWRRF Septage Unloading Site, to assure payment for waste discharged to the CRWRRF Septage Unloading Site, to compensate for damages to the CRWRRF Septage Unloading Site or the CRWRRF as a result of the Permittee's discharges or violations of applicable laws and regulations, or for such other reasons as determined necessary and appropriate by the Director under the circumstances.

E. Required Insurance Coverage.

1. Policies Required. The Permittee, including its contractors and subcontractors, shall not commence hauling waste to the CRWRRF Septage Unloading Site until the Permittee and its contractors and subcontractors have obtained the insurance required under this

section. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the Director. The required insurance coverages shall be maintained at all times during the Permittee's discharge to the CRWRRF Septage Unloading Site.

- (a) Workers' Compensation Insurance. Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - (b) Commercial General Liability Insurance. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Independent Contractor, Coverage; (C) Broad Form General Liability Extensions or equivalent; (D) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
 - (c) Motor Vehicle Liability Insurance. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
2. Additional Insured. The Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be Additional Insureds: Oakland County, CRWRRF Drainage District, the Oakland County Water Resources Commissioner, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.
 3. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Michael Daniels, Chief, WRC Water Resource Recovery, Oakland County Water Resources Commission, 155 N. Opdyke Road Pontiac, Michigan 48342.
 4. Proof of Insurance Coverage. The Permittee (and its contractors and subcontractors, as applicable) shall provide the Director, at the time the Permittee's application for this Permit is returned to the Director, certified copies of all certificates, and/or policies as listed below:
 - (a) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance.
 - (b) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance.

- (c) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance.

If any of the coverages listed above expire, the Permittee (and its contractors and subcontractors, as applicable), shall deliver renewal certificates and/or policies to the Director at least ten (10) days prior to the expiration date. Failure to deliver renewal certificates, prior to the expiration date, shall result in the Permittee and/or its contractors and subcontractors being prohibited from discharging to the CRWRRF Septage Unloading Site until the required renewal certificates are received by the Director, at the address set forth above.

- F. Severability. The provisions of this Permit are severable, and if any provision of this Permit, or the application of any provision of this Permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Permit, shall not be affected thereby.
- G. Waiver. No waiver of any provision of this Permit shall constitute a waiver of any other provision nor shall any waiver of any provision of this Permit constitute a continuing waiver unless otherwise expressly provided.

PART 11 – SPECIAL CONDITIONS

The special conditions specified by this Part, if any, shall apply to the Permittee's discharge to the CRWRRF Septage Unloading Site. The Permittee shall be solely responsible for all costs, if any, associated with meeting and implementing these special conditions: *[Set forth any applicable special conditions in this Part. If none, indicate "Not Applicable."]*

PART 12 – FEES AND BILLING

The Permittee shall be charged a fee for septage discharged to CRWRRF Septage Unloading Site as provided by this Permit and by the CRWRRF Septage Unloading Site Operating Plan. The amounts invoiced to Permittee shall be based on the amount of flow measured and recorded by the flow meter at the applicable unloading station. The rates shall be as established from time-to-time by the CRWRRF Drainage District. Permittee will be billed monthly. Except as otherwise provided in this Permit, billing and collection of amounts billed shall be as provided for user charges by the CRWRRF SUO. Additional fees and charges may also be assessed to cover the CRWRRF's administrative, consulting and legal expenses, and any additional treatment, handling, or inspection expenses incurred by the CRWRRF in connection with the Permittee's discharge. Any such additional fees shall be established, paid, and collected as provided by the CRWRRF SUO for IPP fees.

All fees and charges, including, but not limited to, costs required to be reimbursed by the Permittee to the CRWRRF and/or the WRC as provided for by the CRWRRF SUO, must be fully and timely paid. Failure to fully and timely pay any fee, charge, or other amount may result in revocation or suspension of this Permit and/or termination of the Permittee's authorization to access and unload septage waste at the CRWRRF Septage Unloading Site. Full payment by Permittee of all outstanding fees, charges, and other amounts due and owing shall also be a condition to renewal of this Permit.

PART 13 – DEFINITIONS

The following terms as used in this Permit shall be given the meanings as set forth below. Other terms used in this Permit that are defined in the CRWRRF SUO shall have the meaning given by that ordinance.

“**Cesspool**” means a cavity in the ground that receives waste to be partially absorbed directly or indirectly by the surrounding soil.

“**COPWTFDD**” or “**City of Pontiac Wastewater Treatment Facility Drainage District**” means the Drainage District organized pursuant to Chapter 20 of Act 40 of the Public Acts of Michigan of 1956. COPWTFDD includes the COPWTFDD’s designated agents and authorized representatives and all successor Drainage Districts that may exist now or in the future and all future assignments.

“**CRWRRFDD**” or “**Clinton River Water Resource Recovery Facility Drainage District**” means the Drainage District organized pursuant to Chapter 20 of Act 40 of the Public Acts of Michigan of 1956. CRWRRFDD includes the CRWRRFDD’s designated agents and authorized representatives, and all successor Drainage Districts that may exist now or in the future and all future assignments.

“**CRWRRF**” or “**Clinton River Water Resource Recovery Facility**” means the Clinton River Water Resource Recovery Facility owned and/operated by the Drainage District that is located within the City of Pontiac, including the facilities currently known as the Auburn Plant and the East Boulevard Plant, and including all and any devices, processes and systems used in the storage, treatment, recycling or reclamation of wastewater, sewage, septage, or sludge, as now or hereafter added to, extended or improved.

“**CRWRRF Septage Hauler Procedures**” means the procedures required to be followed by septage haulers when unloading Septage Waste Vehicles at the CRWRRF Septage Unloading Site as established from time to time by the Water Resources Commissioner.

“**CRWRRF Septage Unloading Site Operating Plan**” means the plan for receiving septage waste developed by the CRWRRF Septage Unloading Site and approved by EGLE in accordance with Part 117 (“Septage Waste Servicers”) of NREPA (Act 451 of 1994), as amended.

“**CRWRRF Septage Unloading Site**” means the structure and appurtenant facilities that are designed to receive Domestic Septage for treatment at the CRWRRF as provided for in the CRWRRF Septage Unloading Site Operating Plan.

“**CRWRRF Septage Unloading Site’s Service Area**” means the geographic territory from which the CRWRRF Septage Unloading Site receives and treats Domestic Septage. The CRWRRF Septage Unloading Site’s Service area extends 25 radial miles from the CRWRRF Septage Unloading Site.

“**CRWRRF SUO**” means the City of Pontiac Sewer Use and Pretreatment Ordinance, Article III (“Sewer Use and Pretreatment”) of Chapter 118 (“Utilities”) of the Pontiac Municipal Code, as amended.

“**Director**” means the Oakland County Water Resources Commissioner (“WRC”), acting in the WRC’s capacity as agent for the Drainage District. “Director” includes the WRC’s designated agents and authorized representatives, including, but not limited to, the CRWRRF Chief of WRC Wastewater Treatment and the CRWRRF Industrial Pretreatment Program Supervisor.

“**Discharge**” means for purposes of this Permit (in addition to how this term is defined by the CRWRRF SUO) to “unload” the contents of a Septage Waste Vehicle to the CRWRRF Septage Unloading Site as authorized by this Permit.

“Domestic Septage” means liquid or solid material removed from a septic tank, cesspool, portable toilet, type III marine sanitation device, or similar storage or treatment works that receives only Domestic Sewage. Domestic Septage does not include any of the following (either singly or in combination with any other waste):

Liquid or solid material removed from any septic tank, cesspool, or similar facility that receives any amount of commercial wastewater or industrial wastewater (“Nondomestic Waste”) or receives anything other than segregated Domestic Waste.

Domestic Treatment Plant Septage.

Food Establishment Septage (blended or unblended), including, but not limited to, FOG interceptor or Alternative FOG Pretreatment Technology clean-out material, waste cooking oil, or frying oils and greases from Food Service Establishments.

Sanitary Sewer Cleanout Septage.

Any Nondomestic process waste (commercial or industrial) regardless of the source of the waste.

Any liquid or solid material that would not qualify as Domestic Septage as defined by Michigan statutes, rules, or regulations.

Any other liquid or solid material that the Director determines may have an adverse effect on the facilities or operations of the CRWRRF Septage Unloading Site or the CRWRRF.

“Domestic Sewage.” See definition of Domestic Waste.

“Domestic Treatment Plant Septage” means sludge or biosolids generated during the treatment of domestic waste in a treatment works and transported to a receiving facility or managed in accordance with a residuals management program approved by EGLE.

“Domestic Waste” means wastewater (or water-carried waste) of human origin generated by personal activities from toilet, kitchen, laundry, or bathing facilities, or by other similar facilities used for household or residential dwelling purposes (“domestic sewage”). Domestic waste shall not include any waste resulting from industrial or commercial processes, including, without limitation, any hazardous or toxic pollutants. Wastes that emanate from sources other than residential dwelling units may be considered domestic wastes only if they are of the same nature and strength and have the same flow rate characteristics as wastes that emanate from residential dwelling units, as determined by the Director.

“Drainage District” means the City of Pontiac Wastewater Treatment Facility Drainage District (“COPWTFDD”), and/or the Clinton River Water Resource Recovery Facility Drainage District (“CRWRRFDD”), as applicable and appropriate to the context used. Drainage District includes the Drainage District’s designated agents and authorized representatives, and all successor Drainage Districts that may exist now or in the future and all future assignments.

“Food Establishment Septage” means material pumped from a grease interceptor, grease trap, or other appurtenance used to retain grease or other fatty substances contained in restaurant wastes and which is blended into a uniform mixture, consisting of not more than one (1) part of that restaurant-derived material per three (3) parts of domestic septage, prior to land application or disposed of at a receiving facility.

“Nondomestic Waste” means any wastewater (or water- or liquid-carried waste) other than domestic waste. The determination of whether or not a waste is a “nondomestic waste” shall be made by Director at the Director’s sole discretion as determined necessary by the Director to achieve the purposes and objectives of this Permit and the CRWRRF SUO. Any waste that has the reasonable potential, as determined by the Director, to be not entirely composed of normal strength domestic waste may be deemed nondomestic waste for purposes of this Article.

“Permittee” means the Company listed on the front page of this Permit, and includes, but is not limited to, the Permittee’s owners, officers, directors, employees, authorized representatives, contractors, subcontractors, and any other persons or entities acting on behalf of the Permittee.

“PFAS” means per- and polyfluoroalkyl substances.

“PFOS” means perfluorooctane sulfonate.

“PFOA” means perfluorooctanoic acid.

“Pontiac Collection System” (also known as the “City of Pontiac Sewage Disposal System”) means the wastewater collection system owned by the County located within the City, including all sewers, pump stations, and other sewer facilities used to collect or convey wastewater to the Oakland Co-Pontiac WWTP, as now or hereafter added to, extended or improved.

“Portable toilet” means a receptacle for human waste temporarily in a location for human use.

“POTW” (Publicly Owned Treatment Works). The complete sewage collection, disposal, transportation and treatment system as defined by the Clean Water Act, as amended, 33 USC. 1251, et seq., and the CRWRRF SUO, located within the City of Pontiac, including the CRWRRF and the Pontiac Collection System, as now or hereafter added to, extended or improved.

“Responsible Agent” means the person designated by the Permittee and approved by EGLE as the “Responsible Agent” to fulfil the requirements of Section 11703 of Part 117 (“Septage Waste Servicers”) of NREPA (Act 451 of 1994), as amended. The Permittee’s Responsible Agent shall also meet the requirements for an “Authorized Representative” (or “Duly Authorized Representative”) as defined by the CRWRRF SUO.

“Sanitary Sewer Cleanout Septage” means sanitary sewage or cleanout residue removed from a separate sanitary sewer collection system that is not land applied and that is transported by a vehicle licensed under Part 117 (“Septage Waste Servicers”) of NREPA (Act 451 of 1994), as amended, elsewhere within the same system or to a receiving facility that is approved by EGLE.

“Septage Waste” means the fluid mixture of untreated and partially treated sewage solids, liquids, and sludge of human or domestic origin that is removed from a wastewater system. Septage waste consists only of food establishment septage, domestic septage, domestic treatment plant septage, or sanitary sewer cleanout septage, or any combination of these.

“Septage Waste Servicing License” means a septage waste servicing license as defined by and as provided for under Part 117 (“Septage Waste Servicers”) of NREPA (Act 451 of 1994), as amended.

“Septage Waste Vehicle” means a vehicle that is self-propelled or towed and that includes a tank used to transport septage waste as defined by Part 117 (“Septage Waste Servicers”) of NREPA (Act 451 of 1994), as amended.

“Septage Waste Vehicle License” means a septage waste vehicle license as defined by and as provided for under Part 117 (“Septage Waste Servicers”) of NREPA (Act 451 of 1994), as amended.

“Septic Tank” means a watertight receptacle receiving sewage and having an inlet and outlet designed to permit the separation of suspended solids from sewage and to permit such retained solids to undergo decomposition therein.

“Tank” means an enclosed container placed on a Septage Waste Vehicle to carry or transport septage waste.

“Water Resources Commissioner” or **“WRC”** means the Oakland County Water Resources Commissioner, acting in the WRC’s capacity as agent for the Drainage District. “Water Resources Commissioner” includes the Commissioner’s designated agents and authorized representatives. References in this Permit to the “Director” mean the Water Resources Commissioner.

[Permit continued on next page.]

* * *

A Responsible Agent of the Permittee (as defined by this Permit) must sign the certification below and return the signed and dated original of this Permit to the Director within 7 days of the effective date of the Permit, or if the Permit has been revised, within 7 days of the latest revision date (as set forth on the first page of this permit):

I certify that I have read, understand, and acknowledge that the Permittee is bound by all of the provisions, standards, requirements and conditions of this Permit. Further, I acknowledge that the Permittee will fully comply with all applicable requirements of the CRWRRF SUO and other applicable state and federal pretreatment laws and regulations.

Signature of Responsible Agent

Date

Name of Responsible Agent
(Please Print)

Title of Responsible Agent
(Please Print)

It is a violation of this Permit and of the CRWRRF SUO to commence or continue to discharge to the CRWRRF Septage Unloading Site without signing the certification and returning the Permit as provided above. The Permittee's failure or refusal to sign and/or return the permit shall have no effect on the issuance or effectiveness of this Permit. If the Permittee fails or refuses to sign the certification and return the permit as herein required, the Director may take any of the following actions, as determined necessary by the Director: (1) suspend or revoke the permit and require termination of the discharge, if any; (2) proceed on the basis that the permit has been issued and is effective as written despite the absence of a required signature; or (3) undertake enforcement proceedings for any violations associated with the discharge, including, but not limited to, a permittee's failure to sign and return the permit as required by the CRWRRF SUO.

[End of Permit]