

ATTACHMENT A

Waste Stream Discharge Permit

General Permit Conditions

VIOLATION OF ANY OF THESE PERMIT CONDITIONS MAY RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMITTEE'S DISCHARGE PRIVILEGES

1. Integra Water Creola, LLC's Wastewater Treatment Plant ("WWTP") is an authorized waste stream receiving facility located at 12740 Highway 43 North, Axis, Alabama 36505, which requires compliance with these conditions and guidelines to minimize risks and protect its facilities from the acceptance of hauled wastewaters.
2. WWTP accepts in general domestic and commercial septage, which is defined as septage pumped from home residential or commercial septic tanks, recreation vehicles (RV), portable toilets or type III marine sanitation devices, but not including industrial septage. WWTP will conditionally accept special wastewaters such as landfill leachates with prior approval required on a case-by-case basis. WWTP prohibits the disposal of any wastes identified in the Wastewater Customer Policy Manual Discharge Prohibitions which is incorporated herein for all purposes, including any flammable, explosive, or corrosive wastes and any wastewaters or sludge with unacceptable levels of metals. In all cases, WWTP reserves the unconditional right to accept or reject any hauled wastewater as it deems necessary to protect its employees, facilities, or treatment processes. Any WWTP employee may unconditionally refuse to accept a load or stop an unloading in progress.
3. **Prohibited Discharge: The following discharges are considered prohibited: Grease, Non-Diluted Sludge, Sand, Towels, and Clothing will result in the following: 1st offense Fine of \$1000, 2nd offense: Fine of \$1500, 3rd offensive: Suspension of permit for 1 month along with a \$1000 fine for permit reinstatement. 4th offense: Revocation of discharge permit. Customer Service will keep record of all violations and send correspondence alerting Permittee of potential violations, ALL FINES MUST BE PAID BEFORE REINSTATEMENT.**
4. WWTP accepts delivery of wastewaters from Permittees during normal business hours which are Monday-Friday between 7:00 a.m. and 3:00 p.m. Prior delivery appointments are required by contacting WWTP personnel at 251-272-0911. NO DISCHARGES ARE ACCEPTED ON HOLIDAYS OR WEEKENDS unless Pre-Approved.
5. All Permittees and Transport Vehicle Haulers ("Haulers") are required to obtain a Waste Stream Discharge Permit before any discharging of wastewaters may occur at the WWTP. Discharge Permits may be issued to Applicants that meet the following:
 - a. Submit a completed WWTP Discharge Permit Application with proof of required insurance coverages (Comprehensive General Liability and Vehicle Liability) and the current Discharge Permit Application Fee.
 - b. For Discharge Permit Renewals, Permittees and Haulers must have a record of satisfactory compliance with all conditions and requirements of the expiring WWTP Discharge Permit.
 - c. Each Permittee wishing to continue an activity regulated by this Discharge Permit after the expiration date shall submit a new Discharge Application at least 30 days prior to expiration in order to renew its Discharge Permit.

6. Discharge Permits shall have a term of one (1) year from the date of issuance, and are not transferable or assignable.

7. Discharge Permits may be modified or terminated for good cause as determined by the WWTP Superintendent which shall be final and not subject to appeal.
8. All Permittees and Haulers must complete and return to WWTP a Hauled Wastewater Manifest for each source of wastewater on a vehicle load which includes:
 - a. Identification of wastewater stream indicating volume (in gallons), type, and source of hauled wastewater.
 - b. Identification of the wastewater generator indicating name, complete address, telephone number. Any wastewater that does not originate in a single-family residence must include the generator's signature.
 - c. Identification of Hauler indicating company name, WWTP Discharge Permit identification number, date of discharge, and signature.
 - d. WWTP acceptance is required for any conditionally accepted loads by a WWTP representative signature.
9. Fees and Charges on file at the offices of the WWTP, or as may be altered or amended from time to time in its sole discretion, are required to be paid by all Permittees for the term of the Discharge Permit which shall be unconditional irrespective of whether or in what amounts (which may be none) that Permittee discharges at the WWTP. Such fees and charges are as follows:
 - a. A Discharge Application Fee
 - b. A Discharge Renewal Application Fee
 - c. Disposal Fees are billed based on Hauler Vehicle/Truck Tank Size. WWTP may exact an organic load surcharge on any septage in excess of the limits set in this Discharge Permit.
 - d. Laboratory Analysis Fee
 - e. Any Reinstatement Fee in effect.
 - f. **Violation Fee.**
10. Permittee shall pay promptly all fees and charges and waives as to any amount due all exemption under the Constitution and Laws of Alabama or any other state. Permittee shall be invoiced monthly at the business address on the Discharge Permit, on or about the fifteenth (15th) day of each calendar month, which amounts are due and payable by the thirtieth (30th) of the month invoiced. Changes to fees and charges shall become effective as of the date of Permittee's invoice. Unpaid invoices deemed delinquent will be assessed a late charge equal to 10% of the invoiced amount. Should it be necessary to employ an attorney to collect unpaid invoices representing amounts due WWTP, Permittee shall pay all costs of collection including a reasonable attorney's fee and interest at the rate of 1.5% per month (or the highest rate that may be charged under applicable law) from the date the unpaid fees and charges become delinquent. Permittee understands that this Discharge

Permit may be terminated for failure to pay all fees and charges invoiced by the WWTP. Permittee shall not have Discharge rights reinstated until it has paid all delinquent amounts, interest, and costs of collection and a reinstatement fee, if any in effect.

11. Permittee may terminate its discharges pursuant to this Discharge Permit at any time by the giving of ten (10) days' written notice to WWTP at its address: Integra Water Creola, LLC, P.O. Box 10127, Birmingham, Alabama 35202-0127, phone: 877-511-2911; fax: 205-326-6856. In the event that Permittee terminates this Discharge Permit during the term, then all accrued obligation and all remaining payments shall be due in full on such termination date and shall bear interest on any unpaid balance until paid at the rate of interest specified in paragraph 9 of these General Permit Conditions.
12. Permittee for itself, and any Hauler engaged by it to haul waste water pursuant to this Discharge Permit, and its heirs, and assigns hereby agrees to indemnify, defend and hold harmless Integra Water Creola, LLC (WWTP), its members, managers, employees, independent contractors, successors and assigns from all loss, claim, damage, and expense of every nature (including attorney's fees) to which WWTP may be subject arising out of or connected with the provision of wastewater discharge services as authorized by this Discharge Permit, including any loss, claim, damage, or expense arising out of a breach by Permittee or Hauler of any provision or condition of this Discharge Permit, except to the extent caused by the sole negligence or willful misconduct of WWTP, its agents or employees. Permittee and Hauler releases and forever discharges WWTP, its members, managers, employees, independent contractors, successors and assigns, from all loss, claim, damage, and expense of every nature arising out of or connected with the provision of wastewater discharge services as authorized by this Discharge Permit, except to the extent caused by the sole negligence or willful misconduct of the WWTP, or its agents or employees.
13. Permittee for itself and any Hauler engaged by it to haul wastewater pursuant to this Discharge Permit shall name Integra Water Creola, LLC as an additional insured on its Comprehensive General Liability Policy and vehicle liability policy for the term of the Discharge Permit and provide proof of such policies effective as of the date of the Discharge Permit issuance. Permittee shall further require its insurers to provide Integra Water Creola, LLC thirty (30) days prior notice of any cancellation or renewal of all required insurance.
14. Permittee shall be liable for any expense, loss, or damage caused by any violation of any terms or conditions of this Discharge Permit. WWTP shall bill the Permittee for the costs incurred for any cleaning, repairing, or replacement work caused by the violation or discharge. Refusal to pay the assessed costs shall constitute a separate violation of this Discharge Permit and immediate revocation of discharge privileges at the WWTP.
15. Permittee shall immediately take all reasonable steps to minimize or correct any adverse impact to the WWTP facility or the environment resulting from noncompliance with the Discharge Permit, or any other Federal, State, local laws, ordinances, or standards.
16. Permittee for itself and any Hauler engaged by it to haul wastewater pursuant to this Discharge Permit shall adhere to all Federal, State, and local laws applicable to vehicle weight and safety regulation and shall maintain all required licenses and authorizations

mandated by Federal, State, or local government to haul wastewater to be discharged pursuant to this Discharge Permit, and such compliance shall be considered a condition of this Discharge Permit for which Permittee shall assume all liability of any kind resulting from noncompliance.

17. Permittee's compliance with this Discharge Permit shall in no way relieve Permittee from its obligation to fully comply with any and all applicable Federal, State, and local pretreatment standards and environmental requirements including any such standards or requirements that may become effective during the term of this Discharge Permit and such compliance shall be considered a condition of this Discharge Permit for which Permittee shall assume all liability of any kind resulting from noncompliance.
18. Permittee shall not knowingly make any false statement on any report or other document required by this Discharge Permit or shall not provide a non-representative sample of its wastewater.
19. Permittee shall provide WWTP within ten (10) days of its request: (a) any information to determine if cause exists for modifying, revoking, reissuing or terminating this Discharge Permit, or to determine compliance with its conditions and (b) copies of any records required by this Discharge Permit.
20. Permittee shall provide WWTP thirty (30) days' written notice of (a) any vehicle/truck modifications, truck volumes or truck fleet changes which result in new or substantially increased discharges and shall update in writing all the information required for each Hauler Vehicle in the Permit Application and confirm the vehicle markings required; (b) any change in the type of permitted discharge; and any planned changes that may result in noncompliance with this Discharge Permit. WWTP shall determine if any noticed changes from Permittee constitute a substantial change in this Discharge Permit requiring modification, termination, or a new Permit Application.
21. This Discharge Permit, including its associated discharge privileges, does not convey property rights of any sort, any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any violation of Federal, State, or local regulations.
22. This Discharge Permit may be suspended or revoked immediately for any violation of the Discharge Permit General or Specific Permit Conditions, the Integra Wastewater Policy Manual, or any misrepresentation contained in the Discharge Permit Application.
23. Permittee shall provide the following certification on all applications, reports or information submitted to WWTP which shall be signed by the owner(s) or authorized officer: *I certify that this document and all attachments and information provided 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. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete.*