

FRANKLIN TOWNSHIP MUNICIPAL SANITARY AUTHORITY
SERVICE AGREEMENT

INDUSTRIAL SEWER USE
SERVICE AGREEMENT

This Service Agreement, dated as of the ____ day of _____, _____, by and between the Franklin Township Municipal Sanitary Authority, a body corporate and politic, constituting a public corporation and governmental instrumentality, organized and existing under and by virtue of the Act of the General Assembly of the Commonwealth of Pennsylvania, approved May 2, 1945, P.L. 382, as amended, party of the first part, hereinafter referred to as the "AUTHORITY"

A
N
D

The _____, a _____, with offices located at _____, party of the second part, hereinafter referred to as the "INDUSTRIAL USER."

WHEREAS, the AUTHORITY was organized and exists pursuant to the Municipal Authorities Act of 1945, approved May 2, 1945, P.L. 382, as amended, for the purpose, among other things, of acquiring, constructing, improving, maintaining, operating and owning sewers, sewer systems, and sewage treatment works to serve customers in the service area of the AUTHORITY; and

WHEREAS, the AUTHORITY owns and operates a wastewater treatment system which is permitted by the U.S. Environmental Protection Agency and the Commonwealth of Pennsylvania Department of Environmental Protection; and

WHEREAS, the AUTHORITY has developed and implemented a Pretreatment Program applicable to all industrial users of its wastewater treatment system in accordance with the Federal General Pretreatment Regulations (40 CFR, Part 403); and

WHEREAS, the AUTHORITY is willing to accept and treat certain industrial wastewater discharges under the provisions of its Pretreatment Program and its Rules and Regulations Governing Industrial Sewer Use adopted January 27, 1989; and

WHEREAS, the INDUSTRIAL USER desires to utilize the AUTHORITY's wastewater treatment system; and

WHEREAS, the INDUSTRIAL USER recognizes its industrial wastewater control obligations under the Federal General Pretreatment Regulations (40 CFR, Part 403) and the

AUTHORITY's Rules and Regulations Governing Industrial Sewer Use, and desires to cooperate with the AUTHORITY in all matters of mutual interest; and

WHEREAS, the INDUSTRIAL USER has properly filed an application with the AUTHORITY for permission to discharge certain industrial wastewaters into the AUTHORITY's collection and transportation system for the purpose of treatment at the AUTHORITY's water pollution control plant; and

WHEREAS, the AUTHORITY is desirous of entering into this Service Agreement with the INDUSTRIAL USER, and the INDUSTRIAL USER is willing to enter into the same with the AUTHORITY upon the terms, covenants and conditions as hereinafter provided.

NOW THEREFORE, the AUTHORITY and the INDUSTRIAL USER intending to be legally bound hereby, do mutually covenant and agree as follows:

SECTION I - COVENANTS OF THE AUTHORITY

1. The AUTHORITY agrees to accept under the conditions and provisions of this Service Agreement those industrial wastes identified in the industrial waste discharge application dated _____, submitted to the AUTHORITY by the INDUSTRIAL USER, and identified as
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2. The AUTHORITY shall not be responsible for the removal or treatment of any non-biodegradable or other priority pollutants contributed by the INDUSTRIAL USER that may pass through the treatment plant and their subsequent discharge to the receiving stream. If such discharge is in violation of any existing or future requirements of either the U.S. Environmental Protection Agency or the Pennsylvania Department of Environmental Protection, the INDUSTRIAL USER shall be responsible for the removal or treatment of said pollutants prior to their discharge to the AUTHORITY's sewer system.
3. The AUTHORITY agrees to control and regulate the industrial waste discharge from the INDUSTRIAL USER in a manner similar to any other industrial user and in accordance with the provisions of the AUTHORITY's Rules and Regulations Governing Industrial Sewer Use.
4. The AUTHORITY will prepare monthly a service invoice for providing services to the INDUSTRIAL USER based on the results of the incoming water meter readings or actual measured discharge flows and average suspended solids, ammonia nitrogen, phosphorus, and BOD₅ concentrations and other concentrations which may be hereafter adopted by the

flow
 service
 rates.

AUTHORITY. The total flow quantity over a three-month period will be utilized as the value. Surcharges for excessive suspended solids loadings, ammonia nitrogen loadings, phosphorus loadings, and/or BOD₅ will be based on a three-month average of the concentration (in mg/L) of the parameter and the three-month total flow volume. All charges and fees will be based upon the rates outlined in the latest schedule of sewer rates.

SECTION II - COVENANTS OF THE INDUSTRIAL USER

1. The INDUSTRIAL USER agrees to abide by all of the provisions and requirements of the General Rules and Regulations Governing Sewage Service and the Rules and Regulations Governing Industrial Sewer Use adopted by the AUTHORITY or may be hereafter adopted by the AUTHORITY.

Discharge Limitations

2. The INDUSTRIAL USER agrees not to discharge or to contribute to the AUTHORITY's system any of the pollutants or substances prohibited by Section 301 of Article III of the AUTHORITY's Rules and Regulations Governing Industrial Sewer Use.
3. The INDUSTRIAL USER shall limit the wastewater discharge to a maximum flow of _____ gallons for any one (24-hour period) and an average daily flow of _____ gallons per day for any month. The maximum rate of discharge shall not exceed _____ gallons per minute during five hours and the rate of discharge shall be equalized or regulated to prevent shock or slug loadings on the AUTHORITY's system.
4. The quality of wastewater discharge from the INDUSTRIAL USER shall not exceed the following limits at any time:

SAMPLE

Substance	Maximum Concentration
Temperature	40 C
pH	6.0 - 9.0
Oil & Grease (Freon Extractable)	100 MG/L
Phenolics	5.0 MG/L

Sodium Chloride	10,000 MG/L
Sodium Sulfate	1,500 MG/L
Chromium (Total)	1.60 MG/L
Chromium (Hexavalent)	0.14 MG/L
Cooper	2.07 maximum monthly avg./3.38 maximum daily
Zinc	0.5 MG/L
Nickel	1.0 MG/L
Cadmium	0.5 MG/L

Substance	Maximum Concentration
Arsenic	0.05 MG/L
Iron	5.0 MG/L
Cyanide - Amenable to Chlorination	0.14 MG/L
Cyanide - Total	0.28 MG/L
Barium	2.0 MG/L
Lead	.05 MG/L
Silver	.024 maximum monthly avg./0.43 maximum daily
Mercury	0.10 MG/L
Selenium	0.05 MG/L

5. The wastewater discharge from the INDUSTRIAL USER shall not exceed the following mass limits based upon a flow-proportioned composite sample of the discharge.

SAMPLE

Parameter	Maximum Loading (LB's/Day)
Copper	0.035 LBS/DAY
Silver	0.004 LBS/DAY

6. The INDUSTRIAL USER agrees that the AUTHORITY shall have the right to revise these discharge limitations or requirements at any time during the term of this Service Agreement.

Written notice of any proposed changes or modifications shall be issued to the INDUSTRIAL USER by the AUTHORITY at least 30 days prior to the effective date of the change.

7. In the event that any applicable Federal Categorical Standards or State limitations shall be promulgated that are more stringent than the discharge limitations imposed by the AUTHORITY, the AUTHORITY shall notify the INDUSTRIAL USER of the more stringent standards and modify this Service Agreement to require the INDUSTRIAL USER to achieve compliance with the more stringent standards within the time period specified in the compliance schedule for the applicable standard.

Pretreatment Requirements

8. The INDUSTRIAL USER agrees to provide necessary wastewater treatment facilities as required so that the user's discharge will comply with the discharge limitations specified in this Agreement and the AUTHORITY's Rules and Regulations Governing Industrial Sewer Use, and any more stringent Federal Categorical Pretreatment Standards or State standards that may be applicable to the INDUSTRIAL USER.
9. The INDUSTRIAL USER agrees to install, construct, provide, operate and maintain, at the user's own expense, the following facilities, in accordance with plans approved by the AUTHORITY, to pretreat the user's industrial wastes to a level acceptable to the AUTHORITY or to comply with applicable Federal Categorical Pretreatment Standards:
 - A. Flow equalization facilities or other discharge restrictions to prevent shock or slug loadings.
 - B. Neutralization facilities for pH adjustment of the industrial wastewater discharge.
 - C. Other facilities or processes as specified below:

Monitoring Facilities

10. The INDUSTRIAL USER agrees to install and maintain, at the user's own expense, the following sampling, measuring, monitoring and observation facilities in accordance with plans approved by the AUTHORITY:
 - A. A suitable control manhole (or manholes) designated as Control Manhole No. 1 (etc.) located on the INDUSTRIAL USER's connecting sewer to the AUTHORITY's

system. Such manhole(s) shall provide suitable access to the user's wastewater stream for collecting representative samples of the discharge flow.

- B. A flow metering manhole or installation and equipment capable of continuously monitoring and recording the INDUSTRIAL USER's discharge flow.
- C. A continuously recording pH meter installation capable of continuously monitoring and recording the pH of the INDUSTRIAL USER's discharge flow.
- D. An automatic composite sampler or installation with flow-proportioning capabilities to collect representative samples of the INDUSTRIAL USER's discharge flow.
- E. Suitable sampling equipment as necessary to collect grab samples of the INDUSTRIAL USER's discharge flow.

11. The INDUSTRIAL USER shall arrange to have any flow metering equipment or other required monitoring instruments inspected and calibrated at his own expense, on an annual basis by a person or persons qualified in the calibration of such meters and approved by the AUTHORITY. A copy of the inspection and calibration service or work order, certified by such person or persons, shall be forwarded to the AUTHORITY. The AUTHORITY or their designated representative shall have access to and the right to inspect such meters at their discretion while being accompanied by a representative of the INDUSTRIAL USER.

Self-Monitoring Requirements

12. The INDUSTRIAL USER agrees to effectively monitor at the user's own expense the quantity and quality of the industrial wastewater discharge to the AUTHORITY's system. Samples shall be collected and analyzed for the following parameters according to the following schedule:

SAMPLE

PARAMETER	FREQUENCY	TYPE OF SAMPLE
Copper	1/week	Composite
Silver	1/week	Composite

Cadmium	1/month	Composite
Chromium (T)	1/month	Composite
Zinc	1/month	Composite
Lead	1/month	Composite
Nickel	1/month	Composite
Cyanide	1/month	Composite
Flow	1/week	Total Daily Flow

13. All samples and measurements taken as required herein shall be representative of the volume and nature of the wastes normally discharged by the INDUSTRIAL USER. All sampling and analyses shall be performed in accordance with the appropriate procedures established by the U.S. Environmental Protection Agency pursuant to Section 304(g) of the Clean Water Act as contained in 40 CFR, Part 136, as amended, and are subject to approval by the AUTHORITY.

Reporting Requirements

14. The INDUSTRIAL USER agrees to submit to the AUTHORITY the self-monitoring data required as a condition of this Agreement. Monitoring data shall be summarized on a monthly average basis in a monthly discharge monitoring report to be submitted to the AUTHORITY. A discharge monitoring report properly completed, and signed by an authorized representative of the INDUSTRIAL USER, must be submitted within 15 days after the end of each monthly reporting period.
15. The INDUSTRIAL USER agrees to submit to the AUTHORITY any compliance reports required by any applicable Federal Categorical Pretreatment Standards according to the provision of Section 411 of Article IV of the AUTHORITY’s Rules and Regulations Governing Industrial Sewer Use.

Accidental Discharges

16. The INDUSTRIAL USER agrees to provide and maintain, at the user’s own expense, facilities to protect the AUTHORITY’s system from all spills or discharges of any materials or substances prohibited or regulated by the AUTHORITY. The INDUSTRIAL USER agrees to submit to the AUTHORITY a plan to provide this protection in

accordance
with Section 310 of the Article III of the AUTHORITY's Rules and Regulations
Governing
Industrial Sewer Use.

17. In the event of any such discharge or spill, the INDUSTRIAL USER agrees to
immediately
telephone and notify the AUTHORITY and/or the AUTHORITY's treatment plant, and
to
comply with the other reporting requirements of Section 311 of the AUTHORITY's
Rules
and Regulations Governing Industrial Sewer Use.

SECTION III - GENERAL PROVISIONS

All terms and provisions of the Rules and Regulations Governing Industrial Sewer Use
are incorporated herein and this agreement shall be interpreted in accordance therewith.

Inspection and Sampling

1. The INDUSTRIAL USER shall allow the AUTHORITY or its designated
representative(s)
ready access at all times to all parts of the user's premises necessary for the purpose of
inspection, sampling, measuring, records examination (with the right to copy) or review
the
performance of any of the duties. The right of entry and access shall include on-site
inspection of any pretreatment or sewer facilities, and on-site monitoring facilities
installed
as a condition of this Service Agreement, and any premises where pertinent compliance
records are maintained and located. The AUTHORITY or its designated
representative(s)
shall have the right to set up on the user's property any such devices as are necessary to
conduct sampling, inspection, compliance monitoring and/or metering operations.
2. Where the INDUSTRIAL USER has security measures in force which would require
proper
identification and clearance before entry onto their premises, the user shall make the
necessary arrangements with their security personnel such that upon presentation of
suitable
identification, personnel from the AUTHORITY, any designated representatives(s) of the
AUTHORITY, will be permitted to enter, without delay, for the purposes of performing
specific inspection responsibilities.

Non-Transferability

3. The INDUSTRIAL USER agrees not to assign or transfer this Service Agreement to any new owner, new user, different premises, or a new or changed operation or process without written approval from the AUTHORITY. In the event of a change in control or ownership of the facilities from which the authorized industrial discharges emanates, the INDUSTRIAL USER shall notify the succeeding owner or user of the existence of this Service Agreement by letter and forward a copy of this letter to the AUTHORITY. Any succeeding owner or user shall comply with the terms and conditions of this Service Agreement until such time as a new Service Agreement is executed between the AUTHORITY and the new user.

Service Agreement Duration

4. The term of this Service Agreement shall be for a period of five (5) years from the date of execution hereof.

Service Agreement Renewal

5. This Service Agreement may be renewed for a new term provided the AUTHORITY has not terminated this Agreement in accordance with the provisions of the AUTHORITY's Rules and Regulations Governing Industrial Sewer Use. In order to renew this Agreement, the INDUSTRIAL USER must submit a renewal application in accordance with Section 409 of said Rules and Regulations.

Modification of Service Agreement

6. The INDUSTRIAL USER agrees that the AUTHORITY shall have the right to modify or amend the requirements of this Service Agreement during the term of the Agreement if the limitations or requirements of the AUTHORITY's Rules and Regulations are modified. The INDUSTRIAL USER shall be notified in writing of any proposed changes at least 30 days prior to the effective date of the change.

Violations

7. The INDUSTRIAL USER and the AUTHORITY agree that any violations of this Service Agreement or the AUTHORITY's Rules and Regulations shall be handled in accordance

with the procedures outlined in Article VI of the AUTHORITY's Rules and Regulations Governing Industrial Sewer Use.

8. The INDUSTRIAL USER and the AUTHORITY acknowledges that the INDUSTRIAL USER shall be subject to both criminal penalties and civil penalties for violations of this Agreement or the AUTHORITY's Rules and Regulations as specified in said Rules and Regulations.

Termination of Service Agreement

9. The INDUSTRIAL USER agrees that the AUTHORITY may terminate this Service Agreement, or deny renewal of this Agreement, and suspend sewage service to the INDUSTRIAL USER as a means of enforcement according to the conditions and procedures detailed in Article VI of the AUTHORITY's Rules and Regulations Governing Industrial Sewer Use. The AUTHORITY shall not be subject to any claim of the INDUSTRIAL USER arising from the AUTHORITY's exercise of this right of termination, denial, or suspension.

Indemnification

10. The INDUSTRIAL USER agrees to undertake the defense of the AUTHORITY with respect to alleged liability for; and to indemnify and hold harmless the AUTHORITY and agents and authorized representatives of the AUTHORITY from and against; any loss, damages, cost or expense which the AUTHORITY may suffer or sustain or be threatened with liability for, arising on account of or related to any third party claim against the AUTHORITY based upon the AUTHORITY's acceptance of the INDUSTRIAL USER's industrial wastes for treatment under this Agreement.

IN WITNESS WHEREOF, the Franklin Township Municipal Sanitary Authority has caused this Service Agreement to be executed on behalf of its Chairman or Vice Chairman and its AUTHORITY seal to be hereunto fixed and attested by its Secretary, and the INDUSTRIAL USER has caused this Service Agreement to be executed on its behalf by its

and its seal to be hereunto fixed and attested by its _____ as of the day and year first above written.

FRANKLIN TOWNSHIP MUNICIPAL
SANITARY AUTHORITY

By _____

Title _____

Attest:

Secretary

(AUTHORITY Seal)

NAME OF INDUSTRY

By _____

Title _____

Attest:

Title _____

(Corporate Seal)