

**INTERGOVERNMENTAL AGREEMENT FOR
WASTEWATER SERVICES
BETWEEN
THE QUONSET DEVELOPMENT CORPORATION
AND
THE TOWN OF NORTH KINGSTOWN, RHODE ISLAND**

THIS AGREEMENT made this 6th day of July, 2010 by and between the Rhode Island Economic Development Corporation, acting by and through its agent and attorney-in-fact the Quonset Development Corporation, a governmental agency of the State of Rhode Island, by and through its Managing Director, hereinafter collectively referred to as "QDC", and the Town of North Kingstown, a municipal corporation of the State of Rhode Island, by and through its Town Council, hereinafter referred to as "TOWN".

WITNESSETH:

WHEREAS, QDC is operating a Wastewater Treatment Facility and other appurtenant facilities located in the Quonset Business Park (Park), to collect, treat and dispose of the Wastewater for the occupants of the Park and certain neighboring properties; and

WHEREAS, the QDC Wastewater Treatment Facility is operated in accordance with the Rhode Island Pollutant Discharge Elimination System Permit No. RI0100404; and

WHEREAS, it is in the Town's best financial interest to enter into an agreement with the QDC for wastewater service to the Town in lieu of the Town constructing new facilities, and incurring construction, operation and maintenance costs for such new facilities; and

WHEREAS, certain properties within the Town are currently connected into the QDC Wastewater Treatment Facility (the parcels identified in Exhibit 1 shall be identified as existing TOWN users of the QDC Wastewater Treatment Facility); and

WHEREAS, certain modifications and/or additions must be made to the QDC Wastewater Treatment Facility in order to collect and treat Wastewater from the TOWN; and

WHEREAS, additional modifications are required to be made to the Town's System in order to convey Wastewater from the TOWN to the QDC Wastewater Treatment Facility; and

WHEREAS, subject to bond financing therefor, the TOWN is prepared to purchase and reserve capacity in the QDC Wastewater Treatment Facility not to exceed an average daily flow of 0.2 million gallons per day "MGD"; and

WHEREAS, QDC and the TOWN are authorized by law to enter into contracts with each other for the purpose of aiding in the prevention or abatement of water pollution and/or to make mutually suitable arrangements for the disposal of Wastewater.

NOW, THEREFORE, in consideration of the mutual undertaking of the parties hereto, the parties agree as follows:

1. DEFINITIONS

1.1 For all purposes of this AGREEMENT and amendments thereto, the following listed terms shall have the meanings set forth below:

- A. "Biochemical Oxygen Demand" (BOD) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under the standard laboratory procedure of five (5) days, at 20 degrees Celsius expressed in terms of weight and concentration (milligrams per liter).
- B. "Capacity Purchase Price" means the price determined as follows: (i) the parties have agreed that the base purchase price for the .2MGD to be reserved for use by the Town is \$2,460,000 (the "Base Price") as of the date of this Agreement; and (ii) the Capacity Purchase Price will be the Base Price multiplied by the increase in the McGraw Hill Construction Index published by Engineering News Record ("Construction Cost Index"). The Base Price will be multiplied by a fraction the denominator of which is Construction Cost Index published for the date closest to the date hereof and numerator is the Construction Cost Index for the date closest to the date the QDC gives notice to the Town that it will expand the treatment capacity of the QDC Wastewater Treatment Facility in accordance with Section 2.3 hereof. The product will be the Capacity Purchase Price.
- C. "Domestic Wastewater" means liquid wastes:
- (i) From the noncommercial preparation, cooking, and handling of food; or
 - (ii) Containing human excrement and similar matter from the sanitary conveniences of dwellings, commercial buildings, industrial facilities, institutions and other structures and facilities. It shall not contain groundwater, storm water, surface water, or cooling water or Industrial Wastewater.
- D. "Industrial Wastewater" means the liquid wastes resulting from the processes employed in industrial, manufacturing, trade, or business establishments, as distinct from Domestic Wastewater.
- E. "Infiltration" shall mean the water entering a Wastewater Treatment System from the ground through such means as defective pipe, pipe joints, connections or manhole walls. Infiltration does not include and is distinguished from Inflow.
- F. "Inflow" shall mean the water discharged to a Wastewater Treatment System (including service connections) from such sources as roof leaders, cellar, yard, and area drains; foundation drains; cooling water discharges; drains from springs and swampy areas; manhole covers; cross-connection from sewers; catch basins; Stormwater runoff; street

wash waters; and drainage in general. Infiltration/Inflow is the total quantity of water entering a Wastewater Treatment System from both Infiltration and Inflow.

- G. "Measured Wastewater Flow" means the total unadjusted flow volume recorded at flow metering devices, referred to in Article 4 hereof.
- H. "TOWN Flow" or "Flow from Town" means the amount of Wastewater flowing from the TOWN into QDC's system as determined by Article 4 hereof.
- I. "TOWN's Future Wastewater Flow" means the .2MGD of capacity being purchased by the Town in accordance with the terms of this Agreement.
- J. "TOWN's System" means the Sanitary Sewer interceptor lines, lateral sewer lines, Wastewater collection system, and other appurtenances located, or to be located in the TOWN which are intended to convey Wastewater from sources in the TOWN to QDC's System.
- K. "Park" shall mean the Quonset Business Park, as further described on Exhibit A attached hereto.
- L. "Pretreatment" shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in Wastewater to an acceptable state, as determined appropriate by QDC, prior to or in lieu of discharging or otherwise introducing such pollutants into a Wastewater Treatment Facility. The reduction or alteration can be obtained by physical, chemical, or biological processes, except as prohibited by Title 40, Code of Federal Regulations, Section 403,6(d).
- M. "Pretreatment Standards" means all applicable Federal rules and regulations implementing section 403 of Title 33 U.S.C. §1251 et. seq. of the Clean Water Act, as well as any non-conflicting State or local standards, and QDC's Sewer Treatment System User Regulations. In cases of conflicting standards or regulations, the more stringent thereof shall be applied.
- N. "Quonset Development Corporation System" or "QDC System" or "QDC Wastewater Treatment System" or "QDC Wastewater Treatment Facility" means QDC's existing Wastewater collection and treatment system within the boundaries of the Park.
- O. "Rhode Island Department of Environmental Management" shall mean the State agency which administers and regulates Wastewater discharges.
- P. "Rhode Island Pollutant Discharge Elimination System" means the Rhode Island system for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing discharge permits and imposing and enforcing Pretreatment requirements pursuant to Title 46, Chapter 12 of the General Laws of Rhode Island and the Clean Water Act.

- Q. "QDC's Sewer Treatment System User Regulations" shall refer to Section 7 of the QDC Development Regulations, as amended from time to time, a copy of which is attached as Exhibit B.
- R. "Sanitary Sewer" shall mean a sewer which carries Sewage and to which storm, surface, and groundwater are not intentionally admitted.
- S. "Sewage" shall mean a combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments.
- T. "Shall" is mandatory; "May" is permissive.
- U. "Significant Industrial User" means any industrial user of QDC's Wastewater Treatment System:
- (i) Whose Wastewater flow exceeds an average of 25,000 gallons per day of Wastewater to the Wastewater Treatment System (excluding sanitary, non-contact cooling or boiler blowdown wastewater); or
 - (ii) Whose Wastewater flow exceeds Five (5) percent or more of the average dry weather hydraulic or organic capacity of the Wastewater Treatment System; or
 - (iii) Whose Wastewater concentration of BOD and Total Suspended Solids exceeds 250 [mg/l]; or
 - (iv) Who is a federal EPA categorical industry; or
 - (v) Who is an industry with sanitary or non-toxic discharges using solvents, toxic chemicals and/or hazardous chemicals that could potentially be discharged into a Wastewater Treatment System.
- V. Intentionally Omitted.
- W. "Stormwater" means any flow occurring during or immediately following any form of natural precipitation and resulting therefrom.
- X. "Total Suspended Solids" means the total suspended matter that floats on the surface of, or is suspended in, Wastewater, or other liquids, and which is removable by laboratory filtering.
- Y. "Wastewater" means Sewage and the liquid and water-carried Industrial Wastewater, and Domestic Wastewater from dwellings, commercial buildings, industrial facilities, institutions and other structures and facilities, together with any groundwater, surface water, and storm water that may be present (including Infiltration/Inflow), whether treated or untreated, which is discharged into or permitted to enter a Wastewater Treatment System.

Z. "Wastewater Treatment System or Wastewater Treatment Facility" or "System" means any devices, facilities, structures, equipment or works owned or used by the TOWN and/or QDC for the purpose of the transmission, storage, and treatment of Sewage, Domestic Wastewater and/or Industrial Wastewater, including intercepting sewer, outfall sewers, Sewage and/or Wastewater collection systems, pumping, power, and other equipment and their appurtenances, extensions, improvements, remodeling, additions, and alterations thereof; elements essential to provide standby treatment units and clear well facilities; and any work, including site acquisition of the land that will be an integral part of the treatment process or is used for ultimate disposal of residues from such treatment.

2. GENERAL AGREEMENT

- 2.1 Notwithstanding any other provision of this Agreement, the obligations of the Town hereunder are subject to applicable provisions of its Charter and Rhode Island law and to the appropriation of funds in each fiscal year to permit the Town to perform such obligations or to bond financing therefor, as applicable.
- 2.2 Notwithstanding any other provision of this Agreement, the obligations of QDC hereunder are subject to its Enabling Act (42-64.10-1 et seq.) and Rhode Island law and the performance by the Town of all of its obligations hereunder in accordance with the terms of this Agreement.
- 2.3 The Town agrees to purchase the Town's Future Wastewater Flow for the Capacity Purchase Price. The Capacity Purchase Price will be paid by the Town to QDC one hundred eighty (180) days following written notice from QDC to the Town that QDC has determined, in its sole judgment, that it will expand the treatment capacity of the QDC Wastewater Treatment Facility.
- 2.4 The QDC Wastewater Treatment Facility will be under the sole control and supervision of the QDC, including without limitation, obtaining all permits, approvals, consents and related items required for any upgrade of the QDC Wastewater Treatment Facility.
- 2.5 There are certain Wastewater sources located in the TOWN which are presently connected to the QDC System. Such sources may continue to discharge Wastewater to the QDC System at the current levels as set forth on Exhibit 2 attached hereto (the "Existing Flow"). These sources shall **not** be considered part of the TOWN's Future Wastewater Flow (0.2 MGD of future capacity): provided, however, that any increase in the Existing Flow resulting from a change of use, expansion of existing facilities or otherwise shall be included in the 0.2 MGD allocated to the Town. In addition, upon execution of this Agreement, QDC will charge the TOWN based upon Measured Wastewater Flow for the Existing Flow, as measured at the designated metering locations, and other applicable service charges. QDC will read the meters monthly and invoice the TOWN quarterly and the TOWN will make quarterly payments to QDC for these charges. The Town shall assume responsibility for billing the users of the Existing Connectors (defined below) before QDC shall have any obligation to accept the Town's Future Wastewater Flow.

- 2.6 The TOWN agrees to construct and maintain, at its own cost the sewer collection system, including collector and interceptor sewers, pumping facilities and sewer force mains, within the TOWN required to convey Wastewater to the QDC Wastewater Treatment Facility in accordance with this Agreement. Plans and specifications for the work to be performed by the Town are subject to the prior written approval of QDC.
- 2.7 Upon the execution of this Agreement, the TOWN will commence and diligently pursue to completion the following:
- (i) The Town shall install metering devices for the Wastewater flow to the QDC Wastewater Treatment Facility of such quality, number, and in such locations as deemed necessary by QDC to record Wastewater flow from the TOWN entering the QDC System, including without limitation, at QDC's Manhole 57b, Manhole 25-P-4, Manhole 25-011, and to include locations referenced in iii below and in accordance with a time schedule approved by QDC;
 - (ii) The Town shall design, permit and fund modifications to the DS-55 Pump Station, such design is subject to prior QDC approval. QDC will procure and construct the improvements to DS-55 upon receipt of funds from the Town to cover all costs and expenses of construction; and
 - (iii) The TOWN shall assume responsibility for and accept ownership of the portion of the QDC Wastewater Treatment Facility located outside of the Park ("Existing Connectors") and responsibility for billing the users of the Existing Connectors.
- Once the Town has completed the undertakings listed in (i) through (iii) above, to QDC's reasonable satisfaction, QDC will accept (and the Town will be responsible for connecting, at its cost, subject to QDC's prior approval of plans and specifications for such connections) the Town's Future Wastewater Flow up to 200,000 gallons per day ("gpd"). Once the Town's Future Wastewater Flow reaches 200,000 gpd, the Town will suspend all future connections and additional Wastewater flow to the QDC Wastewater Treatment Facility.
- 2.8 The TOWN's System shall connect and meter all existing and future Wastewater flow into the QDC System at, but not limited to, the following locations:
- i. Post Road South at QDC's Manhole 57b
 - ii. QDC's Manholes 25-P-4 and Manhole 25-011
 - iii. Mark Drive Area and Quidnesset School
 - iv. At other points mutually agreed to by the Town and QDC.
- 2.9 The TOWN has established that the Town's Future Wastewater Flow will include the Post Road Phase 1 South project area, as presented in the approved Post Road Corridor Wastewater Facilities Plan a copy of which plan is attached hereto as Exhibit 3, provided such future Wastewater does not exceed 0.2 MGD.
- 2.10 The QDC will be responsible for the maintenance and operation of all of the flow meters described in Sections 2.7 and 2.8 above. QDC will invoice the TOWN for the operational costs as defined in

Article 4 based on the actual meter reading. The TOWN will be responsible to invoice the individual users of the QDC System located outside Quonset Business Park, including the users of the Existing Connectors.

- 2.11 The TOWN shall adopt, within thirty (30) days of the date hereof, the existing or as amended QDC's Sewer Treatment System User Regulations and Industrial Pretreatment Standards, as amended from time to time, in order to maintain the integrity of the treatment process. The Town and the Town's users shall be subject to said QDC Sewer Treatment System User Regulations and industrial Pretreatment Standards, as amended.
- 2.12 Prior to the TOWN taking ownership of the Existing Connectors, QDC shall clean and inspect the Existing Connectors. A written and video inspection report shall be submitted to the TOWN for review. Any Infiltration deficiencies found in the Existing Connectors shall be corrected at QDC's expense before the TOWN takes ownership of and responsibility for the Existing Connectors.
- 2.13 Once the deficiencies have been reasonably addressed, QDC shall transfer title to the Existing Connectors to the TOWN at no cost. The TOWN shall become responsible for all future (capital and operational) costs relating to the Existing Connectors. Anything herein to the contrary notwithstanding, until such time as the Town has accepted ownership and responsibility for the Existing Connectors, including billing the users of the Existing Connectors directly, QDC will not accept the Town's Future Wastewater Flow

3. PROJECT COSTS AND PAYMENTS

In addition to the costs that the Town is otherwise responsible for under this Agreement, the Town shall be responsible for one hundred percent (100%) of the cost of:

- (i) The Rhode Island Department of Environmental Management approval of the Town's Wastewater Facilities Plan for the Post Road, Phase 1 South, Corridor;
- (ii) The upgrade of the Davisville Pump Station (DS-55);
- (iii) the installation of all metering devices required pursuant to this Agreement.

4. OPERATION AND MAINTENANCE

- 4.1 QDC shall continue to accept the Existing Flow. QDC shall accept the Town's Future Wastewater Flow upon (i) completion of the upgrade of Davisville Pump Station (DS-55), (ii) installation of all metering devices, (iii) the Town's acceptance of responsibility for and ownership of all of the Existing Connectors (including billing the users of the Existing Connectors directly), and (iv) evidence, satisfactory to QDC, of the Town's financial ability to pay the Capacity Purchase Price in accordance with the terms of this Agreement.
- 4.2 QDC agrees to provide adequate and qualified operating personnel for the QDC System.

- 4.3 QDC shall charge the TOWN based upon Measured Wastewater Flow for the Town Flow as measured at the designated metering locations and other applicable service charges in accordance with Section 42-64-7.8(b) GLRI. QDC will read the meters monthly and invoice the TOWN quarterly and the TOWN will make quarterly payments to QDC for these charges. All parcels located in the TOWN which are connected to the QDC System, including the users of the Existing Connectors, shall be assessed a sewer assessment by the Town. In the event the Town does not make payment within thirty (30) days of the invoice, QDC may set off such amount against any Pilot or other payments due from QDC to the Town.

5. ASSESSMENTS

- 5.1 Any Significant Industrial User located in the TOWN shall be assessed directly by QDC in accordance with the QDC's Ordinance and Pretreatment Program for annual permit fees and excess concentrations of BOD and Total Suspended Solids.

6. REGULATIONS OF OPERATION

- 6.1 The TOWN shall comply with the Sewer Treatment System User Regulations. The TOWN shall delegate to QDC, through adoption of an Industrial Wastewater Pretreatment ordinance, the enforcement of Industrial Pretreatment of wastes to insure Wastewater is acceptable to meet local, State and Federal standards. The Wastewater Treatment Facility shall be operated in such a manner that the effluent discharge complies with applicable State and Federal standards.

- 6.2 In exercising the rights of QDC with respect to the TOWN, QDC agrees that it will not treat the TOWN on a different basis than is applicable to QDC users except as is provided herein.

- 6.3 QDC and the TOWN agree to maintain complete and accurate books and records concerning all matters relative to this Agreement and the performance thereof, to retain the same for a period of at least seven (7) years following the fiscal year to which such books and records relate, and to permit the agents, accountants and other duly authorized representatives of the other party to have access to all such books and records during reasonable business hours for the purpose of examining any of the same and making extracts or copies thereof. QDC and the TOWN agree to make available to the representatives and agents of the other party, all facilities and equipment related to the wastewater system of each, especially all meters, metering devices and records.

7. MISCELLANEOUS CLAUSES

- 7.1 No failure or delay in performance of this AGREEMENT by either party shall be deemed to be a breach thereof when such failure or delay is occasioned by or due to any act of God, strikes, lockouts, wars, riots, epidemics, explosions, sabotage, breakage or accident to machinery or lines of pipe, the binding order of a Court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party involved. Failure to make any payment when due under the terms of this Agreement shall not be subject to this Section 7.1.

- 7.2 If any section, subsection, sentence, clause, phrase or portion of this AGREEMENT is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be

deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

7.3 All connections to the QDC System in the TOWN shall be inspected by an independent engineering firm approved by QDC at the time of construction to assure compliance with QDC's Sewer Treatment System User Regulations or the TOWN's Sewer Ordinances, whichever is more stringent. Copies of the inspection reports shall be provided to QDC.

7.4 Time is of the essence of this Agreement.

8. EFFECTIVE DATE OF CONTRACT

8.1 This AGREEMENT shall become effective upon approval by the Town Council of North Kingstown and QDC's Board and upon execution by the respective duly authorized representatives.

8.2 This agreement shall remain in full force and effect for a period of ten (10) years unless and until it is amended by the mutual consent of all parties.

9. ASSIGNMENT/SALE

9.1 QDC may assign or sell any or all of its interests in the QDC System to a third party or enter into a management or operating agreement with a third party to manage or operate the QDC System or any part thereof on such terms and conditions as QDC deems appropriate.

10. DEFAULT

10.1 In the event of a dispute or default under the terms of this Agreement; and if, the parties are unable to resolve the issue by informal negotiations, the parties may agree to mediation, otherwise either party shall be entitled to pursue any and all remedies available under law, in equity or otherwise and to recover damages, including without limitation, reasonable attorney's fees.

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed by their respective fully authorized officers and their corporate seals affixed hereto the day and year first above written.

**RHODE ISLAND ECONOMIC DEVELOPMENT
CORPORATION ACTING BY AND THROUGH ITS
AGENT AND ATTORNEY-IN-FACT
QUONSET DEVELOPMENT CORPORATION**

TOWN OF NORTH KINGSTOWN

By:


MANAGING DIRECTOR

Town Council


Michael S. Bestwick


Steven R. DeToy


Elizabeth S. Dolan


Carol H. Houston


Charles H. Stamm

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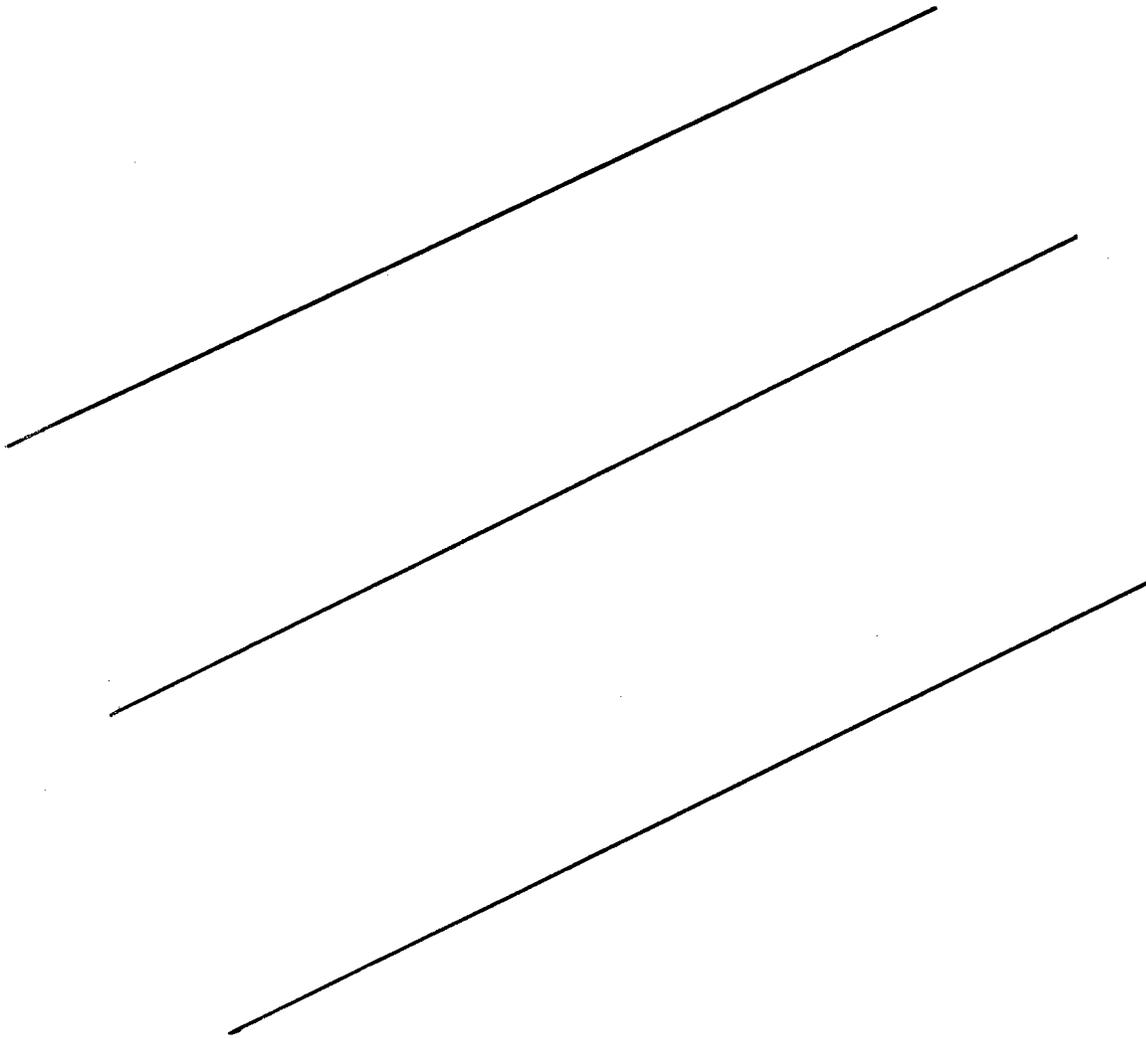


Exhibit 1

Existing NK Parcels with Sewer Service

6/23/2010

District	PLAT_LOT
ASQAH	
ASQAH	178-001
ASQAH	
Essex Village	
Essex Village	146-054
Essex Village	146-055
Essex Village	146-202
Essex Village	
Fishing Cove School	
Fishing Cove School	140-003
Fishing Cove School	
G. Grossmans	
G. Grossmans	178-002
G. Grossmans	178-003
G. Grossmans	
Kings Grant	
Kings Grant	146-053
Kings Grant	
Kingtown Heights	
Kingtown Heights	143-109
Kingtown Heights	143-110
Kingtown Heights	143-111
Kingtown Heights	
Lischio	
Lischio	147-034
Lischio	147-037
Lischio	147-042
Lischio	147-073
Lischio	147-079
Lischio	
Lischio/Moran	
Lischio/Moran	147-017
Lischio/Moran	147-080
Lischio/Moran	147-089
Lischio/Moran	
MHRH	
MHRH	181-017
MHRH	181-019
MHRH	

1

Existing NK Parcels with Sewer Service

8/23/2010

District	PLAT_LOT
Phoenix Properties	
Phoenix Properties	147-045
Phoenix Properties	147-058
Phoenix Properties	
Quidnesett School	
Quidnesett School	143-108
Quidnesett School	
Quonset School	
Quonset School	179-003
Quonset School	
Travelers Aid	
Travelers Aid	181-005
Travelers Aid	
Wickford Point	
Wickford Point	107-007
Wickford Point	107-008
Wickford Point	107-009
Wickford Point	107-010
Wickford Point	107-011
Wickford Point	107-012
Wickford Point	107-013
Wickford Point	107-014
Wickford Point	107-015
Wickford Point	107-016
Wickford Point	107-017
Wickford Point	107-018
Wickford Point	107-019
Wickford Point	107-020
Wickford Point	107-021
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Wickford Point	107-024
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Wickford Point	107-029
Wickford Point	107-030
Wickford Point	140-004
Wickford Point	140-005
Wickford Point	140-006
Wickford Point	140-007
Wickford Point	140-008
Wickford Point	140-009
Wickford Point	140-010
Wickford Point	140-011
Wickford Point	140-012
Wickford Point	140-013
Wickford Point	140-014
Wickford Point	140-015

Existing NK Parcels with Sewer Service

6/23/2010

District	PLAT_LOT
Wickford Point	140-016
Wickford Point	140-017
Wickford Point	140-018
Wickford Point	140-019
Wickford Point	140-020
Wickford Point	140-021
Wickford Point	140-022
Wickford Point	140-023
Wickford Point	140-024
Wickford Point	140-025
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Wickford Point	140-077
Wickford Point	140-078
Wickford Point	140-079

Existing NK Parcels with Sewer Service

6/23/2010

District	PLAT_LOT
Wickford Point	140-080
Wickford Point	140-081
Wickford Point	140-082
Wickford Point	140-089

Wickford Point

EXHIBIT 2

EXISTING FLOW

<u>Location</u>	<u>Annual Flow (MG/Yr)</u>	<u>Daily Avg. Flow (MGD)</u>
ASQAH -----	5.4 -----	0.014
Essex Village -----	5.5 -----	0.015
G. Grossmans -----	5.6 -----	0.015
Kings Grant -----	5.5 -----	0.015
MHRH-----	0.4 -----	0.001
Kingstown Heights -----	0.2 -----	<0.001
Fishing Cove School-----	0.4 -----	0.001
Quonset School-----	<0.2 -----	<0.001
Quidnesset School-----	<0.2 -----	<0.001
Phoenix Properties -----	3.2 -----	0.009
Lischio -----	4.3 -----	0.012
Lishio/ Moran - under Construction -----	26.3 -----	0.072
Travelers Aid -----	4.5 -----	0.012
Wickford Point -----	4.8 -----	0.013
Total -----	66.5 MG/Yr -----	<0.183 MGD

EXHIBIT 3

POST ROAD, PHASE 1 SOUTH, CORRIDOR WASTEWATER FACILITIES PLAN

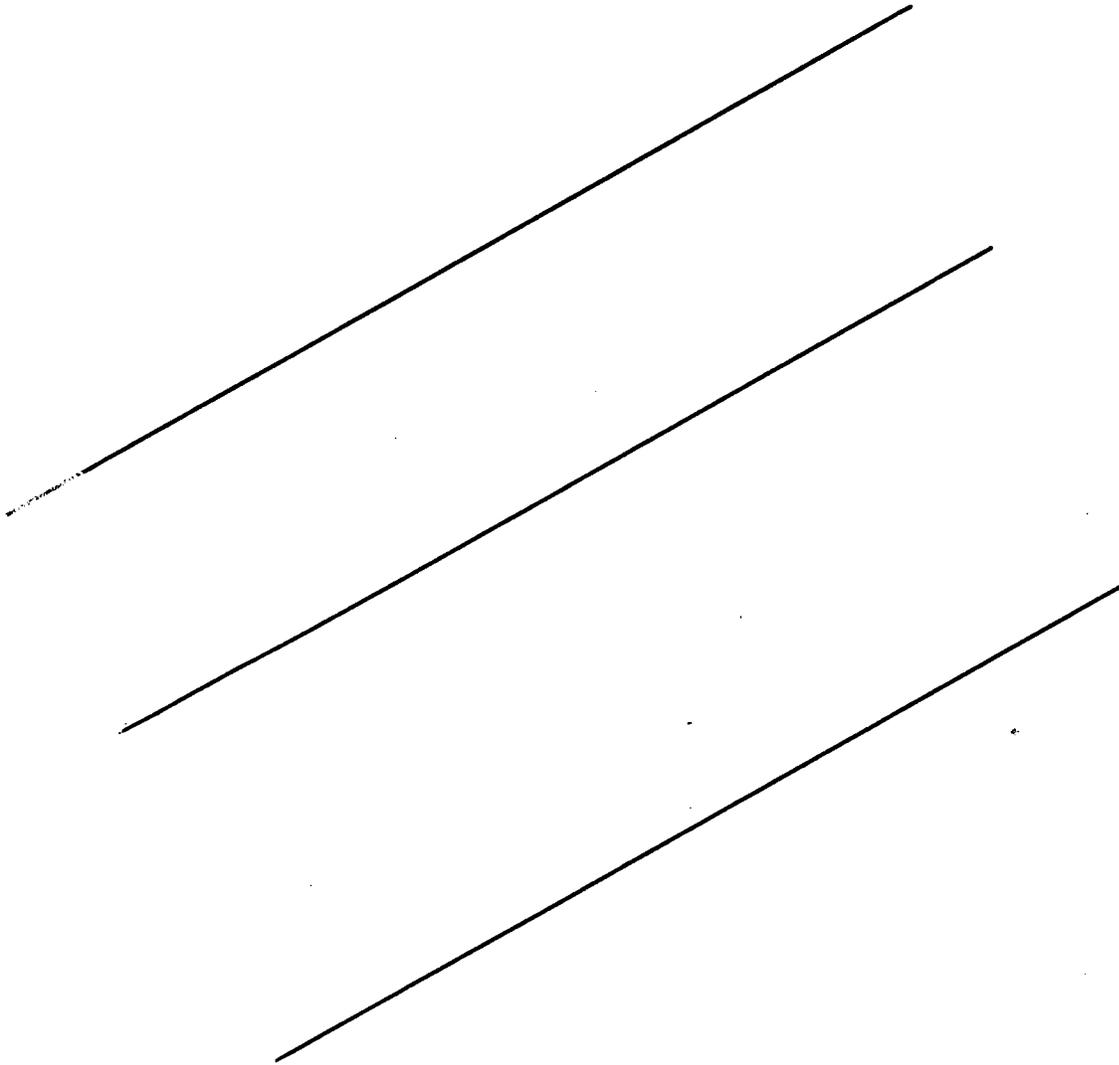
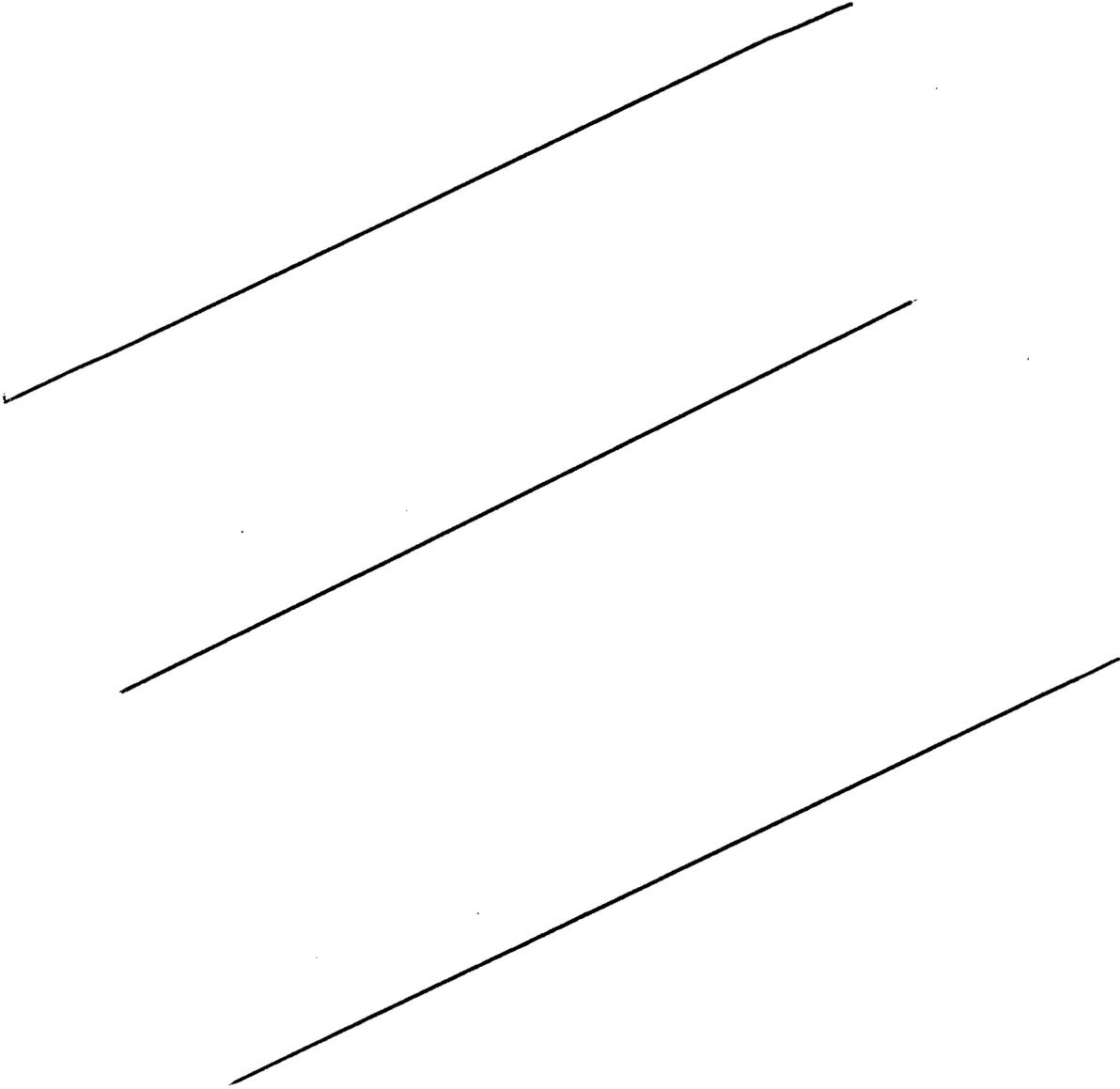


EXHIBIT A
QUONSET BUSINESS PARK



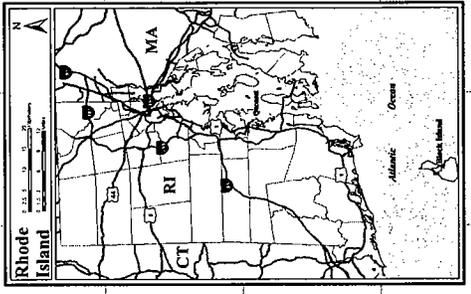
QUONSET DEVELOPMENT CORPORATION

Exhibit A Business Park Map

Prepared and Issued by: Quonset Development Corporation, 77 Commercial Street, Pawtucket, RI 02860

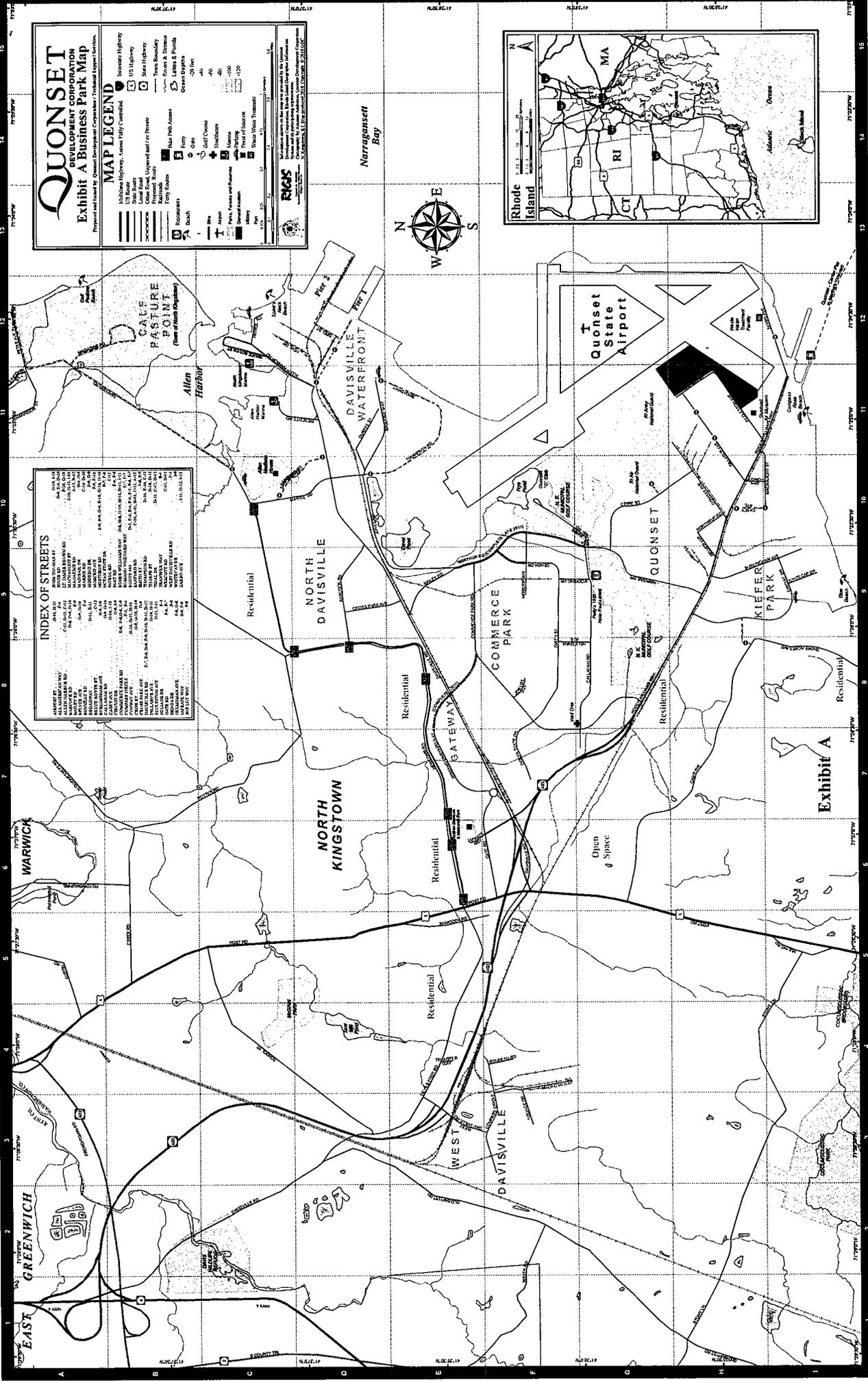
MAP LEGEND

Interstate Highway	State Highway	Local Road	Proposed Road	Waterway	Water	Marsh	Open Space	Residential	Commercial	Industrial	Public Use	Other
US Route	State Highway	Local Road	Proposed Road	Waterway	Water	Marsh	Open Space	Residential	Commercial	Industrial	Public Use	Other
US Route	State Highway	Local Road	Proposed Road	Waterway	Water	Marsh	Open Space	Residential	Commercial	Industrial	Public Use	Other



INDEX OF STREETS

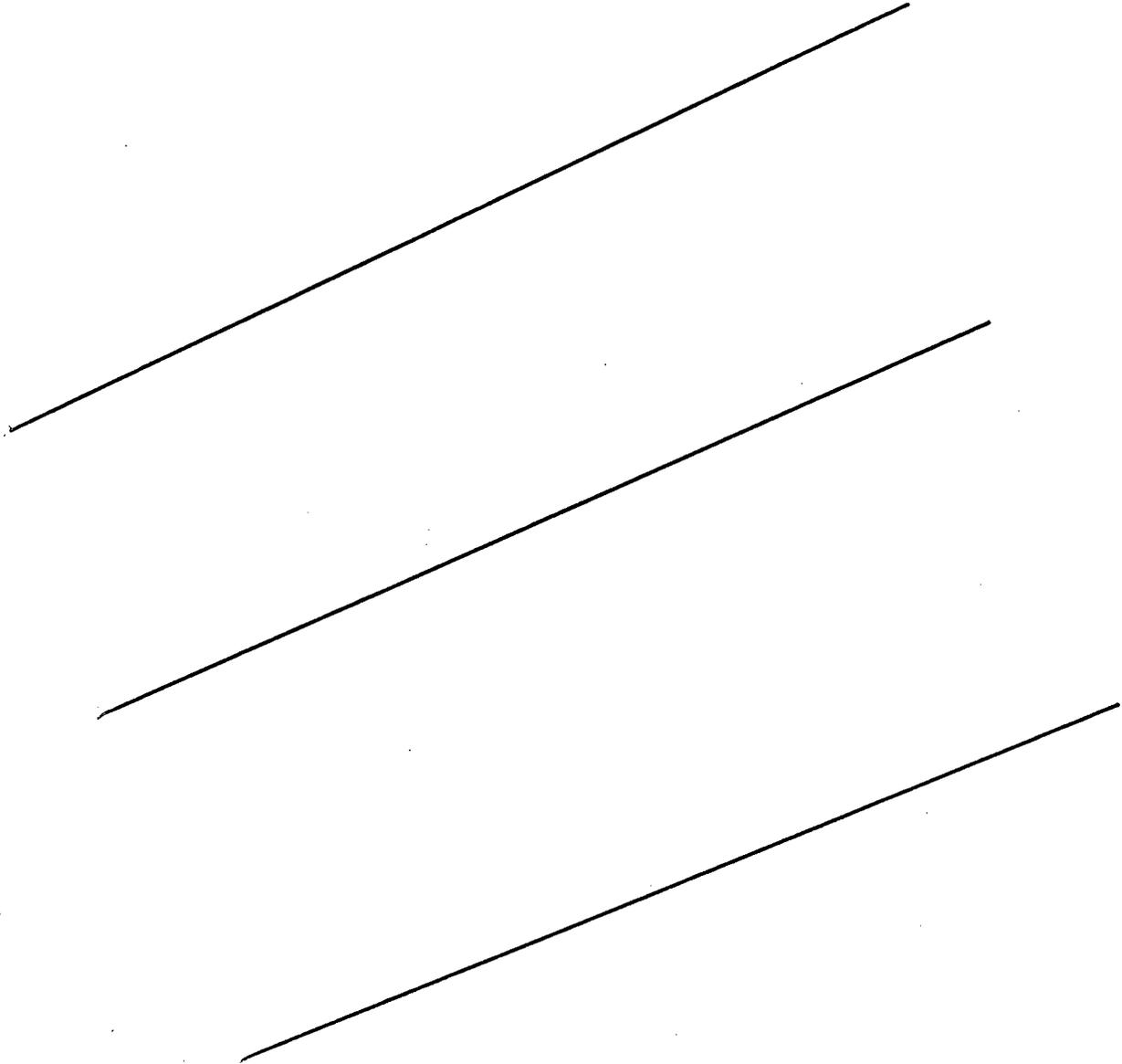
STREET NAME	GRID COORDINATES
ALLEN AVENUE	11-12, 13-14
ALLEN HARBOR	11-12, 13-14
ALLEN STREET	11-12, 13-14
ALLEN DRIVE	11-12, 13-14
ALLEN ROAD	11-12, 13-14
ALLEN WAY	11-12, 13-14
ALLEN PLACE	11-12, 13-14
ALLEN COURT	11-12, 13-14
ALLEN TERRACE	11-12, 13-14
ALLEN BLVD	11-12, 13-14
ALLEN ST	11-12, 13-14
ALLEN DR	11-12, 13-14
ALLEN RD	11-12, 13-14
ALLEN WY	11-12, 13-14
ALLEN PL	11-12, 13-14
ALLEN CT	11-12, 13-14
ALLEN TR	11-12, 13-14



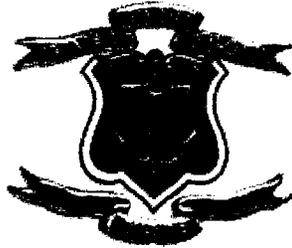
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EXHIBIT B

QDC'S SEWER TREATMENT SYSTEM USER REGULATIONS



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
RHODE ISLAND ECONOMIC DEVELOPMENT CORPORATION



QUONSET DAVISVILLE PORT AND COMMERCE PARK
SEWER TREATMENT SYSTEM USER REGULATIONS

Date of Public Notice: April 22, 2002

Date of Public Hearing: May 22, 2002

Effective Date: July 1, 2002

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RHODE ISLAND ECONOMIC DEVELOPMENT CORPORATION

SEWER TREATMENT SYSTEM USER REGULATIONS

Section 1.00. Purpose.

The purpose of these regulations is to set forth the rules governing the use of the Rhode Island Economic Development Corporation's sewers and drains, the installation and connection of building sewers, the discharge of waters and wastes into the sewers, and the penalties for violations.

Section 2.00. Legal Authority.

These rules and regulations are promulgated pursuant to the requirements and provisions of R.I.G.L. §42-64-7(16) and the Administrative Procedures Act, R.I.G.L. § 42-35-1 et seq., and particularly § 42-35-3.

Section 3.00. Definitions.

Unless the context specifically indicates otherwise, the meaning of terms used in these regulations shall be as follows:

3.01. "Biochemical Oxygen Demand" (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20°C, expressed in milligrams per liter.

3.02. "Building Drain" shall mean that part of the lowest piping of a drainage which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet (1.5 meters) outside the inner face of the building wall and terminating at the building sewer or, if no building sewer is required, at the point of connection to the Rhode Island Economic Development Corporation (RIEDC) sewer or other place of disposal.

3.03. "Building Sewer" shall mean the extension from the building drain to the point of connection to the RIEDC sewer or other place of disposal.

3.04. "Chemical Oxygen Demand" (COD) shall mean the quantity of oxygen utilized in the chemical oxidation of wastewater under standard laboratory procedures.

3.05. "Director" shall mean the General Manager of the Quonset Davisville Port and Commerce Park, or an authorized deputy, agent or representative.

3.06. "Floatable Oil" is oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable oil if it is properly pretreated and does not interfere with the collection system.

3.07. "Garbage" shall mean solid wastes from the domestic and commercial preparation, cooking, and dispensing of food, and from the handling, storage, and sale of produce.

3.08. "Industrial Cooling Water" shall mean water used to reduce temperature in an industrial process.

3.09. "Industrial User" shall mean a user who discharges or has the capacity to discharge industrial wastewater or industrial sewage directly or indirectly into the sewer.

3.10. "Industrial Wastes" shall mean the liquid wastes resulting from industrial manufacturing, trade, or business processes and shall be distinct from sanitary sewage.

3.11. "Interference" shall mean a Discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

- (a) Inhibits or disrupts the Wastewater Treatment Facility (WWTF), its treatment processes or operations, or its sludge processes, use or disposal; and
- (b) Causes a violation of any requirement of the WWTF's and Rhode Island Pollutant Discharge Elimination System (RIPDES) permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent

State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation and Recovery Act [RCRA], and including State regulations contained in any State Sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection Research and Sanctuaries Act.

3.12. "Natural Outlet" shall mean any outlet into a natural watercourse, pond, ditch, lake or other body of surface or groundwater.

3.13. "New Source" shall mean:

(a) Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under section 307(c) of the Federal Water Pollution Control Act (WPCA) which will be applicable to such source if such Standards are thereafter promulgated in accordance with that section, *provided that*:

(1) The building, structure, facility or installation is constructed at a site at which no other source is located; or

(2) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(3) The production or wastewater generating processes of the building structure, facility or installation are substantially independent of an existing source at the same site.

(b) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of subparagraphs (a)(2) or (a)(3) of this section but otherwise alters, replaces, or adds to existing process or production equipment.

(c) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:

(1) Begun or caused to begin as part of a continuous onsite construction program:

A. Any placement, assembly, or installation of facilities or equipment;
or

B. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(2) Entered into a binding contractual obligation for the purchase of facilities or equipment, which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

3.14. "Pass Through" shall mean a Discharge which exits the WWTF into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, are a cause of a violation of any requirement of the WWTF's RIPDES permit, including an increase in the magnitude or duration of a violation.

3.15. "Permit" shall mean an authorization, license or equivalent control document issued by the RIEDC, unless otherwise identified.

3.16. "Person" shall mean any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, municipality, any other political subdivision of this state, any department or agency of the federal government, or any other legal entity.

3.17. "pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

3.18. "Properly Shredded Garbage" shall mean the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally

prevailing in public sewers, with no particle greater than one-half (1/2) inch (1.27 centimeters) in any dimension.

3.19. "Pollutant" shall mean dredged spoil, solid waste, incinerator residue, sewage, garbage, sludge, munitions, chemical wastes, biological materials, heat, wrecked or discarded equipment, rock, sand and cellar dirt and industrial, municipal, agricultural or other pollution-causing agents.

3.20. "Pollution" shall mean the man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water.

3.21. "RIEDC" shall mean Rhode Island Economic Development Corporation.

3.22. "RIEDC Sewers" shall mean a sewer regulated, operated and maintained by the RIEDC for the purpose of affording sewage collection service to its users.

3.23. "Sanitary Sewer" shall mean a sewer that carries sewage and to which storm, surface and ground waters are not intentionally admitted.

3.24. "Sewage" shall mean a combination of the water-carried wastes from residents, business buildings, institutions, and industrial establishments, together with such ground, surface, and storm waters as may be present.

3.25. "Sewage Treatment Plant" shall mean any arrangement of devices and structures used for treating sewage.

3.26. "Sewage Works" shall mean all facilities for collecting, pumping, treating and disposing of sewage.

3.27. "Sewer" shall mean a pipe or conduit for carrying sewage.

3.28. "Shall" is mandatory; "may" is permissive.

3.29. "Significant Industrial User" shall mean:

(a) all industrial users subject to Categorical Pretreatment Standards; and

(b) any other industrial user that:

(1) discharges an average of 25,000 gallons per day or more of process wastewater to the WWTF; or

(2) contributes a process waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the WWTF; or

(3) is designated as such by the RIEDC the basis that the industrial user has a reasonable potential for adversely affecting the WWTF's operation or for violating any pretreatment standard or requirement.

3.30. "Slug" shall mean any discharge of water, sewage or industrial waste that in concentration of any given constituent or in quantity of flow exceeds a user's average discharge and adversely affects the sewer and/or the performance of the sewage treatment plant.

3.31. "Storm Drain" (sometimes termed "Storm Sewer") shall mean a sewer that carries storm and surface waters and drainage, but excludes sewage and industrial wastes, other than unpolluted cooling water.

3.32. "Suspended Solids" shall mean solids that either float on the surface of, or are in suspension in, water, sewage, or other liquids, and which are removable by laboratory filtering.

3.33. "Toxic" shall mean any substance listed as toxic under section 307(a)(1) of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 et seq., or listed under the Hazardous Substances Right-to-Know Act, R.I.G.L. §§ 28-21-1 et seq., or as may otherwise be designated by the Director from time to time.

3.34. "User" shall mean the owner of any residential, commercial, or industrial property or any publicly owned building or non-profit institution with a direct or indirect connection to the sewer.

3.35. "Watercourse" shall mean a channel in which a flow of water occurs either continuously or intermittently.

Section 4.0. Building Sewers and Connections.

4.01. No person shall uncover, make any connections with or opening into, use, alter, or disturb any RIEDC sewer or appurtenance thereof without first obtaining a written permit from the Director. All such connections shall be subject to such terms and conditions as the Director shall prescribe.

4.02. There shall be two classes of building sewer permits, one class for residential and commercial service, and one class for service to establishments producing industrial wastes. For either class, the user shall make application on a special form furnished by the RIEDC. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the Director. A permit and inspection fee of not less than twenty-five dollars for an industrial building sewer permit shall be paid to the RIEDC at the time the permit is issued or renewed.

4.03. All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the user who shall indemnify the RIEDC from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

4.04. A separate and independent building sewer shall be provided for every building that is not already connected to the RIEDC's sewer system on the date this regulation is put into effect. Where one building stands at the rear of another on an interior lot, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer; however, the RIEDC does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection.

4.05. Old building sewers may be used in connection with new buildings only when they are found, on examination and testing by the Director, to meet all requirements of this regulation.

4.06. The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing code of the State of Rhode Island and to other applicable rules of the RIEDC. In the absence of Code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the American Society of

Testing and Materials ("ASTM") and the Water Pollution Control Federation ("WPCF") Manual of Practice No. 9 shall apply.

4.07. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

4.08. No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or ground water to a building sewer or building drain that in turn is connected directly or indirectly to an RIEDC sanitary sewer.

4.09. The connections of the building sewer into the RIEDC sewer shall conform to the requirements of the building and plumbing code or other applicable rules of the RIEDC, or the procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the Director before installation.

4.10. The applicant for the building sewer permit shall notify the Director when the building sewer is ready for inspection and connection to the RIEDC sewer. The connection shall be made under the supervision of the Director or his representative.

4.11. All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, pavements, and other RIEDC property disturbed in the course of the work shall be restored in a manner satisfactory to the RIEDC.

Section 5.0. Discharge Requirements, Limitations, And Prohibitions.

5.01. The RIEDC may limit, reject or prohibit any direct or indirect discharge of pollutants or combination of pollutants (as defined by applicable federal or state law or as described below) into the RIEDC Sewers.

5.02. Specifically prohibited substances, waters or wastewaters are:

(a) Groundwater, stormwater, and surface waters, roof runoff, tidewater, subsurface drainage, cooling water, and uncontaminated industrial process waters.

(b) Gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquids, solids or gases.

(c) Any trucked or hauled pollutants, except at discharge points designated by the RIEDC and in accordance with Section 13.0.

(d) Slugs.

(e) Sludges or deposited solids resulting from an industrial or pretreatment process. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by the Director and other regulatory agencies. Industrial cooling water or unpolluted process waters may be discharged, on approval of the Director and other regulatory agencies, to a storm sewer or natural outlet.

5.03. In addition to those limitations in Section 5.02 and 5.04, no person shall discharge or cause or allow to be discharged directly or indirectly into the RIEDC Sewers, any other substances, water or wastewater that either singly or by interaction with other substances will or is likely to:

(a) interfere with the operation of the RIEDC Sewers by:

(1) harming either the sewerage system or wastewater treatment process;

(2) being otherwise incompatible with the treatment process; or

(3) contaminating the sludge or contributing to sludge disposal problems.

(b) violate applicable federal and state law and the terms of the RIEDC Sewers' federal and state permits, including but not limited to RIPDES and National Pollutant Discharge Elimination System (NPDES) permits.

(c) endanger the environment by adversely affecting receiving waters or otherwise.

(d) endanger the health or welfare of persons.

5.04. No person shall discharge or cause or allow to be discharged either directly or indirectly into the RIEDC Sewers, any substance, water or wastewater that has:

(a) a temperature higher than 104 degrees Fahrenheit (40 degrees Celsius).

(b) any toxic or non-toxic gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any waste treatment process, constitute a hazard to humans or animals, create a public nuisance, create a toxic effect in the receiving waters of the RIEDC Sewers or exceed the limiting standards issued from time to time under Section 307 (a) of the WPCA, 33 U.S.C. Section 1317 (a), as amended to date or hereafter.

(c) any water or waste which by itself or by interaction with other materials, emits chemical contaminants into the atmosphere of any confined area of the sewer system at levels in excess of short term exposure limit Threshold Limit Value established for air-borne contaminants by the American Conference of Governmental Industrial Hygienists or the National Institute for Occupational Safety and Health.

(d) any liquids, solids or gases which by reason of their nature or quantity are, or may be sufficient, either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other way to the RIEDC Sewers. At no time shall two successive readings on any explosion hazard meter at the point of discharge into the RIEDC Sewers (or at any point in the RIEDC Sewers) be more than five (5%) percent nor any single reading be over ten (10%) percent of the Lower Explosive Limit of the meter.

(e) pollutants that will cause corrosive structural damage to the WWTF, but in no case discharges with pH lower than 5.0, unless the works is specifically designed to accommodate such discharges.

(f) petroleum oil, non-biodegradable cutting oils, or products of mineral oil in amounts that will cause interference or pass through.

(g) fats, wax, grease or oils of vegetable or animal origin as measured by freon extraction in excess of one hundred (100) mg/1 or containing other substances which may solidify or become viscous at temperatures between thirty-two (32) degrees F or zero (0) degrees C, and one hundred four (104) degrees F or forty (40) degrees C. Waters or wastes containing such substances, excluding normal household waste, shall exclude all visible floating oils, fats and greases. The use of chemical or physical means (such as temperature variation, emulsifying agents, mechanical mixers) to bypass or release fats, oils, and greases into the RIEDC Sewers is prohibited.

(h) any garbage that has not been property shredded. Garbage grinders may be connected to the RIEDC Sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers. The installation and operation of any garbage grinder equipped with a motor of three-fourths (3/4) horsepower (0.76 hp metric) or greater shall be subject to the review and approval of the Director.

(i) solid or viscous pollutants in amounts which will cause obstruction to the flow in the WWTF resulting in interference;

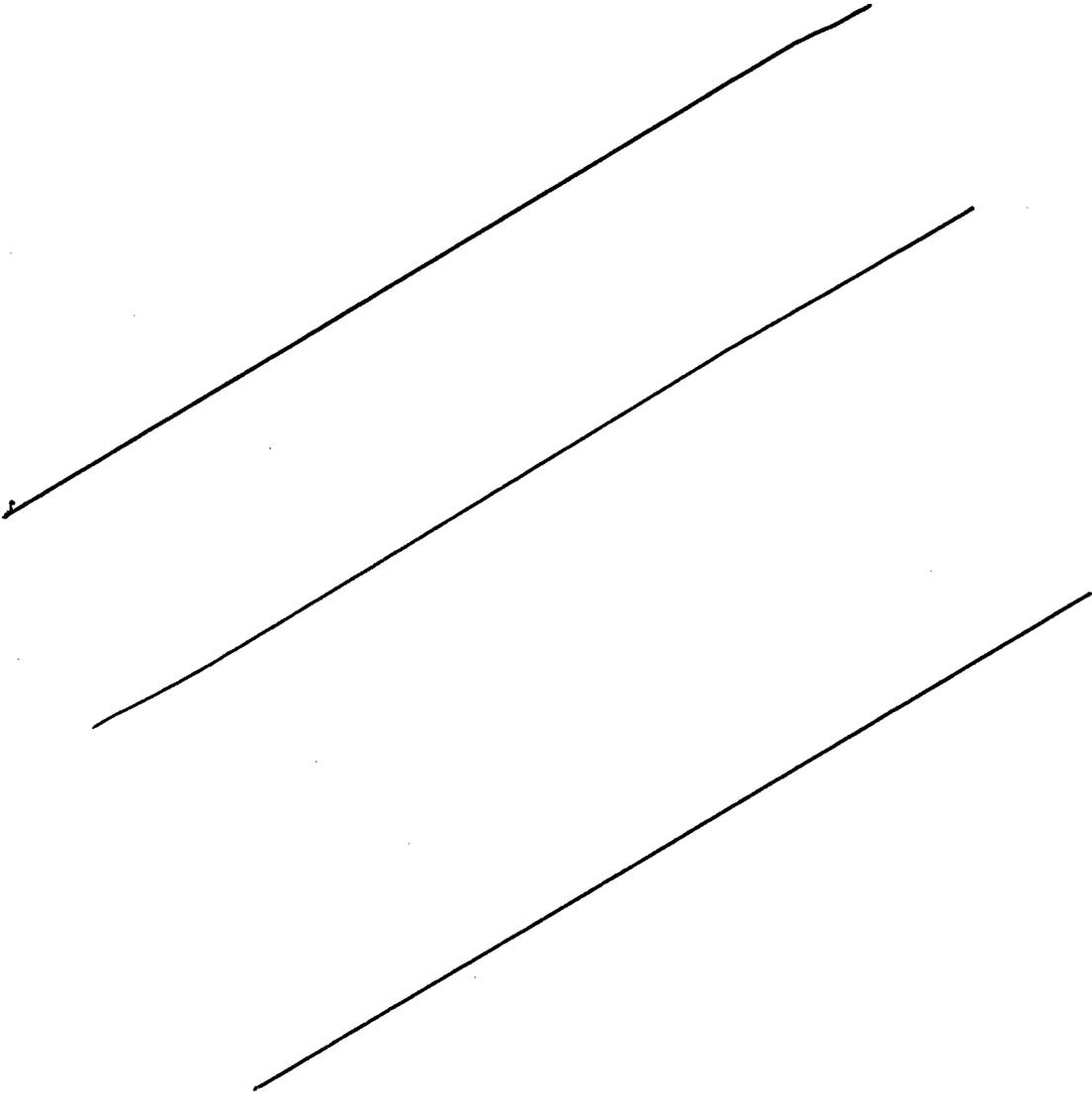
(j) unusual concentrations of dissolved solids such as, but not limited to, sodium chloride and sodium sulfate, and waste waters having excessive suspended solids concentrations.

(k) color or turbidity in such an amount that it will prevent the RIEDC from discharging a treated effluent in compliance with any state or federal rules, regulations or permit requirements.

(l) BOD or COD concentrations in such quantities as to constitute a significant load on the RIEDC Sewers or to cause the effluent from the RIEDC Sewers to violate any state or federal rules, regulations or permit requirements, including but not limited to NPDES and RIPDES permits.

(m) any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by state or federal laws or regulations.

(n) any process wastewater, as defined by the Director, containing concentrations of the substances listed below in excess of the assigned discharge limits:



	Milligrams per Liter
Cadmium (Total)	0.26
Chromium (Total)	1.71
Copper (Total)	2.07
Cyanide (Total)	0.20
Lead (Total)	0.27
Mercury (Total)	0.003
Nickel (Total)	2.38
Silver (Total)	0.24
Zinc (Total)	0.76
TTO*	1.50

?? The term "TTO" shall mean total toxic organics, which is the summation of all quantifiable values greater than 0.01 milligrams per liter of the toxic organics listed at 40 C.F.R. § 433.11.

(o) concentrations of substances in excess of Federal Categorical Pretreatment standards, where applicable.

(p) pollutants which may create a fire or explosion hazard including, but not limited to, waste streams with a closed cup flashpoint of less than one-hundred forty (140) degrees F or sixty (60) degrees C using the test methods specified in 40 C.F.R. § 261.21.

(q) pollutants that result in the presence of toxic gases, vapors, or fumes in a quantity that may cause acute worker health and safety problems.

5.05. No user shall, by increasing the use of process water or in any other way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the Federal Categorical Pretreatment Standards, 40 C.F.R., or in any other pollutant specific limitation developed by the RIEDC. The RIEDC shall, in its sole discretion, use EPA formulas or any other reasonable method for determining discharge levels where dilution is reasonably suspected.

5.06. If any wastewater is discharged or is proposed to be discharged to the RIEDC Sewers in violation of the prohibitions described in this section, the Director may in his sole discretion:

- (a) reject the wastes;
- (b) require a discharger to demonstrate and implement those in-plant modifications that will reduce or eliminate the discharge of such substances to conform to these Rules;
- (c) require pretreatment, including storage facilities or flow equalization necessary to reduce or eliminate the objectionable characteristics or substances, so that the discharge will not violate these Rules;
- (d) require controls to be installed that will regulate the quantities and rates of discharge;
- (e) require payment to the RIEDC to cover its added cost of handling, monitoring, and treating the wastes;
- (f) revoke a discharger's permit; and
- (g) take any other administrative sanctions, enforcement actions, and remedial actions as may be desirable, necessary, or permitted to achieve the purpose of these Rules.

When considering the above alternatives, the Director shall give consideration to the economic impact of each alternative on the discharger. If the Director permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Director, and shall be subject to the requirements of all applicable codes, ordinances, and laws.

5.07. Grease, oil, and sand interceptors shall be provided by the person generating such wastes when, in the opinion of the Director, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Director and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these

interceptors, the person generating the wastes shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal that are subject to review by the Director. Any removal and hauling of the collected materials not performed by generator's personnel must be performed by currently licensed waste disposal firms.

5.08. Where pretreatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the provider at his expense.

5.09. When required by the Director, the licensee or other permitted user of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessible and safely located, and shall be constructed in accordance with plans approved by the Director. The manhole shall be installed by the licensee or other permitted user, at his expense, and shall be maintained by him so as to be safe and accessible at all times.

5.10. Whenever required by the Director by regulation, order, or permit, any industry discharging into the sanitary sewer shall monitor its discharge, perform analysis, keep records and report to the Director information needed to determine compliance with this regulation. This information may include:

- (a) wastewater discharge rate (both peak and average);
- (b) chemical analysis of wastewaters;
- (c) information on raw materials, processes, and products affecting wastewater volume and quality;
- (d) quantity and disposition of specific liquid, sludge, oil, solvent, or other materials important to sewer use control;
- (e) a plot plan of the property served showing sewer and pretreatment facility location;
- (f) details of wastewater pretreatment facilities;

(g) details of systems to prevent and control losses of materials through spills to the RIEDC sewer.

5.11. All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this regulation shall be determined in accordance with the most recent U.S. Environmental Protection Agency-approved methods and procedures (40 C.F.R. Part 403 and 40 C.F.R. Part 136), and shall be determined at the control manhole provided, or at any other suitable sampling site. Sampling shall be carried out by accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. The particular analyses involved will determine the duration and type of sampling which shall be conducted.

5.12. The Director shall be given forty-five (45) days' prior notification of:

- (a) any proposed substantial change in volume or character of pollutants over that being discharged into the sanitary sewers at the time of this regulation's adoption; and
- (b) any proposed new discharge into the sanitary sewers from any source which would be a new source as defined by Section 306 of Public Law 92-500, or a proposed new discharge into the sanitary sewers from any source which would be subject to Section 301 of Public Law 92-500 if it were discharging such pollutants.

5.13. No statement contained in this Section shall be construed as preventing any special agreement or arrangement between the RIEDC and any industrial user whereby an industrial waste of unusual strength or character may be accepted by the RIEDC for treatment, subject to payment therefore by the industrial concern, provided that such agreements do not contravene federal and state pretreatment standards, Sections 5.03 and 5.04.

Section 6.00. Protection from Damage

No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment that is a part of the sewage works. Any person violating this provision shall be subject to immediate arrest by regular law enforcement agencies under charge of disorderly conduct.

Section 7.00. Powers and Authority of Inspectors

7.01. The Director and other duly authorized employees of the RIEDC bearing proper credentials and identification shall be permitted:

- (a) to enter without delay all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this regulation;
- (b) during regular working hours and at other reasonable times, and within reasonable limits and in a reasonable manner, to have access to and to copy any records, inspect any monitoring equipment and sample any effluents which the owner or operator of such discharge source is required to sample under these rules or state or federal law;
- (c) to set up on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations. The owner or his representatives shall have no authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment.

7.02. The Director and other duly authorized employees of the RIEDC bearing proper credentials and identification shall be permitted to enter all properties served by the sewage system for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewerage works lying within said property.

Section 8.00. General Sewer Use Charges

8.01. In general, sewer use charges shall reflect the average cost of treating all sanitary wastes. This shall be done by apportioning the total of all normal sewer works costs among the various categories of users in accordance with flows generated or capacity demanded. For users generating industrial wastes with characteristics that vary significantly from the composition of all other wastes introduced into the sewage works, the Director may require that the basic apportionment be supplemented to reflect the additional expense imposed on the RIEDC by such abnormalities.

8.02. Each user of the RIEDC's sewer works shall be charged monthly a fee determined by multiplying the flow contributed or capacity demanded by flow rates (dollars per 1000 gallons) determined by the Director. The flow rate will be established annually and will be the same for all categories of users.

8.03. In addition, users generating industrial wastes having abnormal treatment requirements may be charged additional amounts at rates established by the Director.

Section 9.00. Industrial Discharge Permit System

9.01. All industrial users connected to or discharging to the RIEDC Sewers must obtain a wastewater discharge permit. All industrial users proposing to connect to or discharge into the RIEDC Sewers must obtain a wastewater discharge permit before connecting to or discharging to the RIEDC Sewers.

9.02. Industrial users seeking a wastewater discharge permit must have completed and filed with the RIEDC in application on the prescribed form, together with any applicable fee, by the date specified by the Director. In support of this application, the user shall submit the following information:

- (a) name, business address, location of the facility (if different from business address), and Standard Industrial Classification (SIC) number of the applicant;
- (b) total water consumption from all sources and supporting documentation when appropriate;
- (c) type, frequency, and volume of discharges;
- (d) average and peak wastewater flow rates, including daily, monthly, and seasonal variations, if any;
- (e) site plans, floor plans, mechanical and plumbing plans, pretreatment plans and details to show all building connections and appurtenances by size, location and elevation;

(f) description of activities, pretreatment facilities and plant processes on the premises, including all materials and types of material that are or could be discharged;

(g) type of product produced;

(h) number of employees, number of shifts, and hours of work;

(i) the name and concentration of any pollutants in the discharge, for a minimum of four consecutive operating days, which are regulated by the RIEDC, the state or the federal government, and a written statement as to whether or not applicable pretreatment standards are being met, and if not, whether additional in-plant modification and additional pretreatment is required for the user to meet such applicable pretreatment standards;

(j) if additional pretreatment or in-plant modification will be required to meet the pretreatment standards, the user must provide a schedule by which to achieve the standards in the shortest possible time;

(1) This schedule shall be reported as the Pretreatment Compliance Schedule. The following conditions shall apply to this schedule.

(2) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (e.g., hiring an engineer, completing preliminary plans, executing contracts for major components, commencing construction, completing construction).

(3) Not later than fourteen (14) days following each completion date in the schedule, the user shall submit a progress report to the RIEDC including, at a minimum, whether or not he complied with the increments of progress. If such increment of progress was not completed on time, the user shall also report the date on which he expects to complete the increment of progress, the reason for the delay, and the steps being taken by the user to return to the schedule established. In no event shall completion dates for increments of progress be more than nine (9) months apart

(k) Any other pertinent information as may be needed to evaluate the permit application.

The Director shall evaluate the data furnished by the industrial user and may require additional information. Based on the application, the Director may issue a wastewater discharge permit subject to the terms and conditions enumerated in the permit.

The Director may deny a request for a permit when the information supplied indicates the industrial user will be unable to reasonably meet RIEDC standards. Any person denied a permit may request a hearing in accordance with the provisions of Section 11.00.

9.03. Wastewater discharge permits shall be expressly subject to specific permit provisions contained therein as well as to provisions of these rules and all other regulations, user charges and fees established by the RIEDC. Permit conditions may include, but are not limited to, the following:

- (a) the average and maximum wastewater constituents and characteristics permitted in the process water discharges;
- (b) limits on rate and time of discharge or requirements for flow regulation and equalization;
- (c) requirements for installation of inspection and sampling facilities and specifications for self-monitoring;
- (d) requirements for the submission of periodic self-monitoring compliance reports, including all notices and self-monitoring reports required by EPA, which shall include, but not be limited to, volume or rates of flow, concentrations of controlled pollutants or other information which relates to the generation of waste;
- (e) requirements for maintaining and submitting technical reports and plant records relating to wastewater discharges;

(f) daily average and daily maximum discharge rates, or other appropriate conditions when pollutants subject to limitations and prohibitions are proposed or present in the user's wastewater discharge;

(g) compliance schedules;

(h) requirements for installation of pretreatment systems and spill prevention control plans;

(i) provisions for authorized RIEDC employees and agents to enter and inspect the premises, including provisions for copying records, inspecting monitoring equipment and sampling effluent;

(j) compliance with federal, state and other governmental laws, rules;

(k) fees and costs including supplemental fees assessed because of the special nature of the user's effluent in accordance with the provisions of Section 8.03, and additional costs and fees including reasonable attorneys' fees based on the costs of enforcing these regulations or the permit.

9.04. Users shall provide treatment of wastewater as required to comply with this section, and shall achieve compliance with all federal, state, and RIEDC pretreatment standards within the time limitations specified by the federal, state, and RIEDC pretreatment regulations. Any equipment required to pretreat wastewater to a level acceptable to the RIEDC shall be provided, operated and maintained at the user's expense. Detailed plans showing the pretreatment equipment and operating procedures shall be submitted to the RIEDC for review and shall be acceptable to the RIEDC before construction of the facilities. Any review and inspection conducted by the RIEDC is for the sole purpose of determining compliance with the technical provisions of these rules. The RIEDC does not assume responsibility for means, methods or techniques used, or for the safety of construction works, the site, or for compliance by users with applicable laws and regulations other than this section. Review of the RIEDC does not constitute any form of guarantee or insurance with respect to the performance of the equipment and processes. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the equipment as necessary to produce an effluent acceptable to the RIEDC under the provisions of this section. Any subsequent significant changes in the pretreatment equipment or method of operation shall be reported to and be acceptable to the RIEDC prior to the user's initiation of the changes.

9.05. Each user shall provide protection from accidental discharge of prohibited materials or other substances regulated by these rules. Equipment to prevent accidental discharge or prohibited materials into the facilities shall be provided and maintained at the owner's or user's own cost and expense. Detailed plans showing equipment and operating procedures to provide this protection shall be submitted to the RIEDC for review, and shall be approved by the RIEDC before construction. It is understood that any review and inspection conducted by the RIEDC is for the sole purpose of determining compliance with the technical provisions of these rules. The RIEDC does not assume responsibility for means, methods or techniques used, or for the safety of construction works, the site, or for compliance by users with applicable laws and regulations other than this section. Review by the RIEDC does not constitute any form of guarantee or insurance with respect to the performance of the equipment and processes. All existing users shall also complete such a plan as required by a compliance schedule or permit. No new user proposing to discharge into the RIEDC Sewers shall be permitted to introduce pollutants into the RIEDC Sewers until accidental discharge procedures have been approved by the RIEDC. Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility of modifying the user's equipment as necessary to meet the requirements of these rules. In the case of an accidental discharge, it is the responsibility of the user to notify the RIEDC of the incident as soon as possible. The notification shall include location of discharge, type of waste, concentration and volume, and corrective actions.

9.06. Within five (5) days following an accidental discharge into the facilities, the user shall submit a detailed written report describing the nature and cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage or other liability that may be incurred by the RIEDC as a result of damage to the wastewater facilities, nor shall notification relieve the user of liability for any other damage to persons or property arising out of such accidental discharge. Notification will not exempt the user from any fines, civil or criminal penalties or any other liability that may be imposed by these rules or other applicable law.

9.07. No permit holder shall discharge industrial wastewater in excess of the quantity, rate of discharge, concentrations or any other limits specified in the permit. Any person desiring to modify a discharge in a manner that would violate conditions of the existing permit must first apply for an amended permit.

9.08. Permits shall be issued for a specified time period, generally for one (1) year but not to exceed five (5) years. A permit may be issued for a period of less than one (1) year, or may be stated to expire on a specific date. If the user is not notified by the RIEDC thirty (30) days prior to the expiration of the permit, the permit shall automatically be extended for one three (3) month period.

9.09. An industrial user may apply for modification of a discharge permit by filing a new application form showing substantial, significant and material changes that have been proposed since filing the original application. No application for modification will be considered unless it demonstrates such changes.

Within nine (9) months of the promulgation of a national categorical pretreatment standard, the wastewater discharge permit of users subject to such standards shall be revised to require compliance with such standard within the time frame prescribed by such standard. Where a user subject to a national categorical pretreatment standard has not previously submitted a wastewater discharge permit application, the user shall apply for a wastewater discharge permit within one hundred eighty (180) days after the promulgation of the applicable national categorical pretreatment standard. In addition, a user with an existing wastewater discharge permit shall submit to the Director within one hundred eighty (180) days after the promulgation of an applicable federal Categorical Pretreatment Standard the information required by Section 9.02(i) and (j).

After review of the application and inspection of the facility, the Director may in his sole discretion modify the original permit. If such application is rejected, the existing permit shall remain in full force and effect.

The terms and conditions of the permit may be subject to modification and changed by the Director during the life of the permit. The Director may in his sole discretion place further restrictions, limitations and conditions in a permit. The user shall be informed of any proposed changes in the permit at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance. A user may request a hearing on modifications to his or her permit in accordance with the provisions of Section 11.00.

9.10. Wastewater discharge permits are issued to a specific user for a specific operation. No wastewater discharge permit may be reassigned, transferred or sold to a new owner, new user, different premises, or a new or changed operation.

9.11. Any industrial user who violates the conditions of a permit, these rules, or applicable state and federal regulations is subject to having the permit revoked. Violations subjecting an industrial user to revocation of a permit include, but are not limited to, the following:

- (a) failure of an industrial user to accurately report the wastewater constituents and characteristics of his or her discharge;
- (b) failure of an industrial user to report significant changes in operations, or wastewater constituents;
- (c) refusing the RIEDC statutorily authorized access to the industrial user's premises for the purposes of inspection or monitoring; or
- (d) violation of conditions of the permit.

Revocation of an industrial user's discharge permit shall be in accordance with the notice and hearing provisions of Section 11.00. However, notwithstanding any other provisions of this section, the Director may in his sole discretion immediately revoke any discharge permit where the discharge reasonably appears to present an imminent endangerment to the health or welfare of persons.

9.12. Before any further discharge of industrial wastewater may be made by a user whose permit has been revoked, the user must apply for, and be granted, a reinstatement of the terminated permit or a new permit, as the Director may require, as well as paying costs occasioned by the violation. Any such fines, fees, charges and costs shall be paid for by the user before any new permit will be issued. When all costs cannot be readily determined, the RIEDC may require and accept a bond or irrevocable letter of credit which it considers sufficient and which will be subject to appropriate adjustment after all costs have been determined. Costs shall include, but not be limited to:

- (a) inspection, monitoring, sampling and related expenses;
- (b) restitution to other affected parties;
- (c) reasonable attorneys' fees incurred by the RIEDC in enforcing the permit;
- (d) disconnecting and reconnecting the user to the facility; and

- (e) other actual damages incurred due to the violation.

Section 10.00. Validity

The invalidity of any section, clause, sentence, or provision of these rules shall not affect the validity of the remainder that can be given effect without such invalid part or parts.

Section 11.00. Enforcement and Penalties

11.01. Any person violating these rules may be sent a "Notice of Deficiency" by the Director. The Notice shall list the violations noted, the rules violated, and shall require that the violations be corrected within a reasonable time. Failure to correct such violations within the time allowed will result in the issuance of a "Notice of Violation" by the Director.

11.02. Any person violating the provisions of these rules may be served by the Director with a written "Notice of Violation" stating the nature of such violation. The violator shall immediately and permanently cease all violations. Nothing herein shall require issuance of a Notice of Deficiency prior to issuance of a Notice of Violation. No prior notices shall be required for the Director to initiate civil proceedings in Superior Court.

11.03. Notwithstanding any provisions for notice or hearing, liability for violations of these rules shall be deemed to commence as the date such violation was discovered by the RIEDC or may otherwise be proven.

11.04. The Notice of Violation issued by the Director pursuant to Section 11.02 shall require the violator to show cause at a hearing why he or she should not be found in violation of these rules and why enforcement action should not be taken. The Notice of Violation shall state the time and place of the hearing, the legal authority and jurisdiction under which the hearing is to be held, a reference to the rules involved and a short and plain statement of the matters of fact and law asserted. The Notice of Violation shall be served personally or by registered or certified mail (return, receipt requested) allowing at least twenty (20) working days before the hearing. Service may be upon any agent or officer of a corporation.

- (a) Answer. Within fifteen (15) working days of service of the Notice of Violation, the violator shall file an Answer to it. For each claim set forth in the

Notice of Violation, the Answer shall contain full, direct and specific answers, admitting, denying or explaining material facts. If there is insufficient knowledge to answer with specificity it shall be so stated, and this shall be treated as a general denial. The Answer shall contain all affirmative defenses that are relied upon and may cite the statutes and regulations that form the basis of each defense. All allegations contained in the Notice of Violation that are not specifically admitted in the Answer shall be deemed denied. The Hearing Officer upon his or her own initiative or upon the request of the RIEDC or the violator may permit the violator to amend an Answer or to postpone the hearing for good cause.

If the violator fails to appear for the scheduled hearing, he or she may be found in default. Default constitutes, for purposes of this action and any subsequent action in Superior Court, an admission of all facts alleged in the Notice of Violation and a waiver of the violator's right to a hearing on the factual allegations in the Notice of Violation.

(b) Hearing Officer. The Board of Directors of the RIEDC shall designate certain persons to act as hearing officers in cases arising under these rules.

With the adoption of these rules, the Director is empowered to appoint persons who are duly designated by the Board of Directors of the RIEDC and who are not involved in the enforcement action to act as hearing officer. A person designated as a hearing officer shall be a person who meets specific qualifications adopted by the Board of Directors of the RIEDC. The hearing officer shall:

- (1) have the right to issue subpoenas in the name of the RIEDC to compel the appearance of witnesses and the production of any books, records or other documents;
- (2) take evidence;
- (3) transmit in a timely manner a report of the evidence and hearing, including transcripts and other evidence, together with findings of fact and conclusions of law, and recommendations of action to the Director. The Hearing Officer may also issue findings as to the number of days during which the violation occurred and appropriate penalties.

(c) Other Hearings. All other provisions for public hearings not specifically described herein shall be in accordance with R.I.G.L. § 42-35-9.

(d) Orders by the Director. After the Director has reviewed the evidence, he may issue an order to the violator to cease and desist committing such violations, to remedy such violations, to revoke the violator's discharge permit, assess fines, and condition future permits upon payment of the costs of implementing and enforcing the terms of such permit, including attorneys' fees and administrative costs. The decision may include a finding as to the number of days during which the violation occurred and appropriate penalties. Every day in which a violation occurred shall be deemed a separate offense. The Superior Court shall have jurisdiction to enforce such order and the Director may institute civil or criminal proceedings in the name of the RIEDC.

11.05. Civil/Criminal Penalties

(a) Any person who shall violate the provisions of any permit, rule, regulation or order of the RIEDC shall be subject to a civil penalty of not more than twenty-five thousand dollars (\$25,000) for each day during which such violation occurs.

(b) Any person who shall be found guilty of violating willfully or with criminal negligence, any provisions of any permit, rule or regulation, or an order of the RIEDC shall be punished by a fine of not more than twenty-five thousand dollars (\$25,000) or by imprisonment for not more than 30 days, or by both fine and imprisonment

11.06. Notwithstanding any other provision herein, the Director may, after informal notice to the discharger as described below, immediately and effectively halt or prevent any discharge of pollutants into the RIEDC Sewers which reasonably appears to present an imminent endangerment to the health or welfare of persons.

Upon determination by the Director that a discharge reasonably appears to present an imminent endangerment to the health or welfare of persons, he may issue an immediate compliance order. Informal notice shall consist of a telephone call to the discharging facility's owner or any agent or officer of a corporation. Such compliance order shall become effective notwithstanding inability to contact the foregoing persons. A registered letter, return receipt requested, which states the

existence of the violation and the action deemed necessary will be sent as soon as practicable. No request for a hearing prior to issuance of the compliance order may be made.

Any such immediate compliance order issued under this section without notice and prior hearing shall be effective for no longer than forty-five (45) days, provided, however, that for good cause shown such order may be extended one additional period not exceeding forty-five (45) days.

11.07. Notwithstanding any other provisions herein, the Director may, in accordance with the notice and procedures described below, halt or prevent any discharge into the RIEDC Sewers which presents or may present endangerment to the environment or which threatens to interfere with the operation of the facilities.

Such Notice shall provide for a time within such said alleged violation shall be remedied, and shall inform the person to whom it is directed that a written request for a hearing on said alleged violation may be filed with the Director within ten (10) days after service of the notice. Notice will be deemed properly served upon a person if a copy thereof is served upon him or her personally sent by registered mail, return receipt requested, or such person is served with notice by any other method of service now or hereafter authorized in a civil action under the laws of this state. If a person upon whom a notice of violation has been served under the provisions of this section or if a person aggrieved by any such notice of violation requests a hearing before the Director within ten (10) days of the service of notice of violation, the Director shall set a time and place for said hearing, and shall give the person requesting such a hearing at least five (5) days written notice thereof. After such hearing, the Director may make findings of fact and law and shall sustain, modify or withdraw the notice of violation. If the Director sustains or modifies the notice, such decision shall be deemed a compliance order and shall be served upon the person responsible in any manner provided for the service of the notice of this section.

Such compliance order shall state a time within which said violation shall be remedied. Nothing herein shall prohibit the Director from requiring immediate compliance.

Whenever a compliance order has become effective, whether automatically or not, where no hearing has been requested, or where an immediate compliance order has been issued, or upon decision following hearing, the Director may institute injunctive proceedings in the Superior Court for enforcement of such compliance

order and for appropriate temporary relief. In such proceedings the correctness of a compliance order shall be presumed and the person attacking such order shall bear the burden of proving error in such compliance order; except that the Director shall bear the burden of proving in such proceedings the correctness of an immediate compliance order. The remedy provided for in this section shall be in addition to other remedies provided by law. Any party aggrieved by a final judgment of the Superior Court may, within thirty (30) days from the date of entry of such judgment, petition the Supreme Court for a writ of certiorari to review any questions of law.

11.08. Notwithstanding the provisions of Sections 11.02 and 11.03, if the RIEDC or its duly authorized employees and agents, upon presenting identification and appropriate credentials, are denied access to carry out inspection, surveillance, and monitoring procedures, the Director may immediately institute civil proceedings, including proceedings for necessary injunctive relief.

11.09. If any person shall construct, install, alter or repair any sewer or connect to any sewer in violation of the requirements of these rules, the RIEDC may, in its discretion, order or direct such person to uncover and fully expose any or all portions of such sewer or connection and afford the RIEDC and its representatives adequate opportunity for examination and inspection of the work. If the connection and appurtenances thereto shall be found not to be in full accord with the requirements of these rules and standards, the RIEDC may serve the offender with a written notice as provided in Section 11.02.

11.10. Affirmative Defenses to Discharge Violations.

(a) Upset Provisions

(1) For the purposes of this section, "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(2) An upset shall constitute an affirmative defense to an action brought for noncompliance with pretreatment standards if the requirements of Section 11.10(a)(3) are met.

(3) A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

A. An upset occurred and the user can identify the cause(s) of the upset;

B. The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures;

C. The user submitted the following information to the RIEDC within twenty-four (24) hours of becoming aware of the upset [if this information is provided orally, a written submission must be provided within five (5) days];

(i) a description of the discharge and cause of noncompliance;

(ii) the period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue;

(iii) steps being taken and/or planned to reduce, eliminate and prevent recurrence of the noncompliance.

(4) In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.

(5) The user shall control production of all discharges to the extent necessary to maintain compliance with Pretreatment Standards upon reduction, loss or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails.

(b) Bypass.

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(1) "Bypass" means the intentional diversion of waste streams from any portion of the user's treatment facility.

(2) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(3) A user may allow bypass to occur where it does not violate pretreatment standards or requirements, and only if it is necessary to assure efficient maintenance and/or operation. These bypasses are not subject to the provisions (4), (5), and (6) below.

(4) If a user knows in advance of the need for a bypass, the RIEDC shall be given notice, if possible at least ten (10) days before the date of the bypass.

(5) A user shall orally notify the RIEDC of an unanticipated bypass that exceeds applicable pretreatment standards or requirements within twenty-four (24) hours of becoming aware of the bypass. A written submission shall also be provided within five (5) days of becoming aware of the bypass, including exact times and dates, and if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.

(6) Bypass is prohibited and the RIEDC may take enforcement action against an individual user for a bypass, unless:

A. bypass was unavoidable to prevent loss of life, personal injury or severe property damage;

B. there are no feasible alternatives to bypass, such as use of auxiliary treatment facilities, retention of wastes, or maintenance during normal periods of downtime. This condition is not satisfied if adequate backup equipment should have been installed to prevent bypass which occurred during normal periods of equipment downtime or preventative maintenance; and

C. the user submitted notices as required by Section 11.10(b)(4).

The Director may approve an anticipated bypass, after considering its adverse effects, if the RIEDC determines that the bypass will meet the three conditions listed in this section.

Section 12.00. Confidential Information

Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agencies without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the RIEDC that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user.

When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for uses related to these regulations, any NPDES permit, any RIPDES Permit, and/or any pretreatment program; provided, however, that such portions of a report shall be available for use by the State or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

Information accepted by the RIEDC as confidential, shall not be transmitted to any governmental agency or to the general public by the RIEDC until and unless a ten (10) day notification is given to the user.

Section 13.00. Septage Hauler Discharge Permits

13.01. No septage hauler shall discharge to the RIEDC WWTF without first obtaining a permit from the RIEDC. No septage hauler will be allowed a permit unless the hauler has a valid license issued by the Rhode Island Department of Environmental Management to haul septage waste.

13.02. Septage Hauler Discharge Permit applications shall be completed on a form provided by RIEDC. All information requested in the permit application must be provided, including any additional information determined to be necessary by the Director

- (a) The completed application and any supporting documentation must be submitted to the RIEDC at least sixty (60) days prior to the issuance of a

permit. Applications for permit renewal must be submitted at least sixty (60) days prior to the expiration of any existing permit.

(b) Incomplete permit applications will not be considered. At the discretion of the Director, an incomplete permit application may be returned to the applicant for additional information, or the incomplete permit application may be denied.

(c) After receipt of a completed permit application, the Director may request additional information to supplement the submission. If supplemental information is not supplied within thirty (30) days of the request of the Director, the permit application is deemed denied. Applicants denied a permit due to failure to provide supplemental information in a timely manner may re-submit the entire permit application with all requested supplemental information as an application for a new permit.

13.03. Limitations and Prohibitions

(a) Only domestic septage originating from sources within the geographic boundaries of the State of Rhode Island may be discharged by a permitted septage hauler into the RIEDC WWTF.

(b) No commercial, institutional, or other non-residential septage that is not domestic in character shall be discharged into the RIEDC WWTF.

(c) Discharge of septage shall be limited to the times and locations selected by the Director. No septage shall be discharged into any user's connection, catch basin, storm drain, drainage system or manhole.

(d) In the discretion of the Director, septage hauler permit holders may be limited in the frequency of use or volume of discharge into the RIEDC WWTF. Limitations may be included in the terms and conditions of a septage hauler's permit, or may be established at any time by the Director.

(e) No septage hauler shall carry or discharge any material considered a hazardous waste under federal or state law, nor shall any hauler mix any amount of hazardous material with domestic septage for the purpose of dilution or for any other reason.

(f) Prohibited substances, as identified in Section 5.00 of these rules, shall apply to septage.

(g) The Director has the right to refuse the discharge of any load of septage into the RIEDC WWTF.

13.04. Fees

(a) Each septage hauler permit application must be accompanied by a permit application fee. The permit application fee amount shall be set by the Director.

(b) Permit holders shall be assessed a per-load charge, established by the Director.

(c) All applications for modifications or renewal of an existing permit shall be accompanied by the appropriate fee. The fee amount shall be established by the Director.

(d) The Director may revise fee amounts at any time. Any changes in permit application, modification, or renewal fees and changes in the per-load charge shall be incorporated by reference. Notice to all septage permit holders shall be sent to the address provided on the permit application at least twenty (20) days prior to the changes taking effect.

13.05. No less than sixty (60) days prior to the expiration of a permit, or to a change in operation of a permit holder requiring modification of an existing permit, the applicant shall submit an application for renewal or modification.

13.06. Each septage permit issued herein shall be valid for the period of time specified in the permit. No permit shall be issued or renewed for a time period to exceed three (3) years. A permit for the discharge of septage may be revoked at the discretion of the Director for violation of any of the provisions of these rules.

13.07. Septage haulers are subject to enforcement under the provisions of Section 11.00 for violation of any section of these rules.

13.08. Sampling and Testing

(a) The Director may require all permitted septage haulers to provide a representative sample of each load of septage prior to discharge into the RIEDC WWTF.

(b) Specific sampling methods, testing requirements, and other restrictions shall be included in the terms and conditions of the permit.

(c) The Director reserves the rights to have RIEDC personnel obtain samples of the septage prior to or during discharge.

(d) The Director may require the septage hauler to suspend the discharging of septage until the analysis of the sample is complete.

13.09 Discharge of Septage.

(a) Discharge of septage shall occur only at the locations designated by the Director. Discharge at any other location in the RIEDC system is absolutely prohibited.

(b) The hours of permitted discharge shall be established by the Director. Discharge shall be limited to the hours and days established by the Director.

(c) Discharge of septage must be performed under the supervision of designated RIEDC personnel. Discharge without RIEDC supervision is absolutely prohibited.

13.10. Record Keeping Requirements

(a) The permittee must provide a completed RIEDC septage hauler manifest form. The form shall contain information regarding the septage from each septage generator. The permittee shall also sign the form, indicating that no wastes other than those listed have been accepted. The manifest must be reviewed by an RIEDC representative prior to discharge. Failure to accurately record every load, falsification of data, or failure to transmit the form to the plant operator prior to discharge may result in revocation of this permit and/or a fine of up to \$25,000 per day as allowed by these rules.

(b) The permittee shall retain all records which substantiate any information supplied in permit applications, monitoring information, septage manifest

forms, records of data pertaining to hauled loads, and any other information requirements of these rules for a period of three (3) years. Records that are retained by the permittee must be made available for inspection by authorized representatives of the RIEDC

(c) In the event that a dispute or litigation involving the subject of any records that have been retained is pending, the records are to be kept by the permittee for a period of three (3) years following the resolution of such litigation or dispute.

The foregoing rules and regulations, after due notice and an opportunity for hearing, are hereby adopted and filed with the Secretary of State this ____ day of June, 2002, to become effective thirty (30) days after filing, in accordance with the provisions of R.I.G.L. § 42-35-2(a)(2), § 42-35-3, and § 42-117-8.

Date

Tom Schumpert, Executive Director

Revision of 4/11/02

TOWN OF NORTH ANGSTON
JAMES D. MARQUESS, TOWN CLERK
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