

A. Discharge Limitations and Conditions

1. Limits

- a) The pH of the waste shall be within the range of 5.0-10.0. Other parameters (BOD, TSS, NH₃-N and heavy metals may be sampled and analyzed regularly by IDS.) pH adjusting chemicals may be available for purchase on site to adjust the pH if the waste stream is deemed acceptable by simply adjusting the pH. This will be evaluated on a case by case basis.

2. Hours of Operation

- a) 8:00 a.m. – 6:00 p.m. Monday-Friday and 8:00 a.m. – 1:00 p.m. on Saturday, for disposal of IDS approved waste streams. There shall be no disposal of wastes on Sunday unless event is deemed as an emergency situation. Disposal after normal operating hours can be available but an “After Hours” fee may apply. Please call the emergency contact number listed below for more information.
- b) In the event of an Emergency, please call the disposal plant at: **1-317-270-9505**. If no answer call Dustin Smith @ **765-438-3152** or the main office at **1-800-663-8830**.

3. Prohibitions and Special Conditions.

- a) New commercial and industrial waste streams will be considered for disposal approval only after receiving a properly completed Discharge Agreement application. Laboratory testing of the waste may be required after review of the application.
- b) Discharge of hazardous waste or hazardous substances is ***strictly*** prohibited and would be grounds for possible permanent banning from ever utilizing these facilities again.
- c) Discharge of petroleum-based oils and greases is prohibited.
- d) Mixed loads are **NOT** allowed.

B. Documentation of Origin of Wastes

The driver of each vehicle delivering to IDS shall have dated customer receipts for each source of waste showing the name and address of the customer's, the nature of the waste, amount of waste in gallons, wastewater hauler's name and legal business address and telephone number, and vehicle driver's name. The driver of each vehicle delivering to the

Indy Disposal Solutions must complete and sign an IDS Manifest before unloading. The driver of each vehicle must report to the office to receive authorization prior to discharging. IDS reserves the right to reject any load for any reason.

C. Sampling & Testing

The contents of all wastewater haulers' vehicles are subject to preliminary sampling and testing by IDS before discharging. The test results on any sample must be within a specified range for the parameters established by the IDS in order not to inhibit the performance of the treatment process into which the wastewater is discharged.

D. Volume Measurement

The volume of each load discharged will be determined by the IDS Manager utilizing either a calibrated sight tube or calibrated sight glasses ("bubbles") that have been installed on the tank. If sight glasses are used, the reported volume will be that indicated by the lowest sight glass that does not contain liquid. If the tank is not equipped with a sight tube or sight glass, the disposal fee will be based on the total capacity of the tank.

E. Payment for Discharging

Charges for wastewater discharged at IDS are due net 15 days from date of billing. If charges remain unpaid after 15 days from the billing date, the hauler could be subject to immediate revocation of all discharging privileges until further payment is received.

If the Wastewater Hauler accumulates three (3) revocation notices in a twelve (12) month period, any future dumping privileges will be limited to prepayment of all charges at the time wastewater is discharged.

F. Unacceptable Loads

Any wastewater hauler's tank contents that do not pass the preliminary testing procedures will be rejected. Once rejected, the wastewater hauler must arrange for proper disposal of the tank contents and **submit proof of proper disposal** to the IDS Manager. Until the IDS Manager has determined that the conditions of proof have been satisfied, the wastewater hauler is prohibited discharging material at IDS.

G. Penalties/Fines

Any person who fails to comply with any provisions of this permit, rules and regulations may be fined not more than two thousand five hundred dollars (\$2,500.00) per day for each offense. Each violation shall constitute a separate offense. In addition, IDS shall be entitled to all reasonable expenses, including court costs and attorney fees.

H. Insurance

The wastewater hauler shall be insured for one million dollars (\$1,000,000) of combined single limit vehicle liability coverage. The insurance coverage shall cover all work performed by the wastewater hauler while transporting and discharging wastewater and shall include, but not be limited to, liability arising out of disposal of any hazardous waste, spilled material on public property, and fines or any other costs incurred by Merrell Bros Inc. as a result of the wastewater hauler's activities.

Merrell Bros. Inc. Indy Disposal Solutions shall be named as additional insured. The insurance carrier shall give notice to Merrell Bros. Inc. at least thirty (30) days before such insurance is either canceled or not renewed, and the certificate shall state this obligation. The wastewater hauler shall have a period of thirty (30) days to obtain additional coverage if rule or regulation of Merrell Bros. Inc. Indy Disposal Solutions sets additional coverage.

I. Spills and Defective Equipment

The owner of each vehicle shall be responsible for the clean up, to the satisfaction of the IDS Manager, of all spills on city streets, rights-of-way, and property.

The IDS Manager may require the wastewater hauler to correct any defective equipment including hoses, valves, tanks, piping, and permanent or flexible connections that may result in the leakage or spilling of wastewater from the vehicle. Defective equipment shall be repaired before the owner is allowed to discharge.

J. Transfer of Ownership or Control

In the event of any change in control or ownership of the wastewater hauler's facilities, the permittee shall notify the succeeding owner or controller of the existence of the permit by letter. A copy of which shall be forwarded to IDS. A new permit is required for change of ownership or business location.

K. Permit Modification

After notice and opportunity for a meeting with the IDS manager, this permit may be modified, suspended, or revoked in whole or in part during its term for shown cause including, but not limited to, the following:

- a. Violation of any terms or conditions of this permit.
- b. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts.

L. Severability

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstances, is held invalid, the

application of such provision to other circumstances, and the remainder of the permit, shall not be affected thereby.

M. Right of Entry

The IDS Manager shall have a right of entry to, upon or through any premises for the purpose of inspection. It shall be the duty of the wastewater hauler to provide all necessary clearance before entry and not unnecessarily delay or hinder the IDS Manager in performing the inspection. Company records that document load origins, volumes, truck identifications, waste types and discharge locations of all hauled waste, shall be available for immediate review by the IDS Manager.

This right of entry shall exist at any time.

I have read the above terms & conditions and agree to said terms.

Company Name

Date

Authorized Signature/Title